

COLLECTIVE BARGAINING AGREEMENT

Between

NORTH CENTRAL MICHIGAN COLLEGE DISTRICT

And

NORTH CENTRAL MICHIGAN COLLEGE ASSOCIATION OF FACULTY AND
PROFESSIONAL STAFF

NMEA/MEA/NEA

September 1, 2023

Through

August 31, 2028

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AGREEMENT

This Agreement entered into effective the 1st day of September 2023, between the NORTH CENTRAL MICHIGAN COLLEGE DISTRICT, hereinafter referred to as the "Employer" or "College", and the NORTH CENTRAL MICHIGAN COLLEGE ASSOCIATION OF FACULTY AND PROFESSIONAL STAFF, N.M.E.A./M.E.A./N.E.A., hereinafter referred to as the "Association," expresses all mutually agreed covenants between the parties hereto.

ARTICLE I
RECOGNITION

Section 1. Recognition. The Employer hereby recognizes the Association as the sole and exclusive negotiating representative for those individuals employed by it in the following described unit:

All full-time Teaching and Professional staff members wherever employed by the College, including Classroom Teachers, Counselors, and Librarians, but excluding: Part-time Instructors; Vice President of Students; Vice President of Academic Affairs and Student Success; Vice President of Finance and Facilities; and all Administrative employees, and all other employees.

ARTICLE II
EMPLOYER'S RIGHTS

Section 2. Employer's Rights. Except as expressly limited in this Agreement, the Board and its Administration, on their own behalf, and on behalf of the electors of the College, hereby retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in them by the constitution and laws of the State of Michigan, the constitution and laws of the United States, and by the Bylaws of the North Central Michigan College Board of Trustees. It is understood that such powers, rights, duties and responsibilities may be exercised by the College consistent with relevant statutes and in a manner not inconsistent with the express provision of this Collective Bargaining Agreement.

Except as expressly limited in this Agreement, the College reserves and retains, fully and exclusively, all of its inherent and customary rights respecting administration of the College, including specifically, but not by way of limitation, the right: to define the goals of and develop the policies of the College; to determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College; to determine the number, location and usage of the College's facilities; to select and direct all employees, including the right to hire, promote, demote, transfer or lay off employees or to reduce or increase the size of the working force; to discipline, suspend, or discharge employees for just cause, which judgments shall be subject to the grievance/arbitration provisions of this Agreement; to determine the methods, means, materials and personnel by which the operations of the College shall be conducted; and to do all other things in its judgment necessary for the proper establishment, maintenance, management and carrying on of the College.

Except as expressly limited by this Agreement, the College shall have the right to conduct and maintain the College's services and operations as in the past and prior to execution of this Agreement with the Union, but shall also have the right to study and use such improved methods and techniques for provision of service and instruction as the College may determine to be appropriate for the advancement of the College.

The College reserves the right to promulgate and change from time-to-time reasonable rules and regulations respecting Faculty and other employee functioning and responsibilities; provided, however, that such rules and regulations shall not be inconsistent with the Collective Bargaining Agreement.

ARTICLE III
UNION SECURITY/FINANCIAL RESPONSIBILITIES

Section 3. Nondiscrimination. Pursuant to the Michigan Public Employment Relations Act, the College hereby agrees that every professional employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities. The College undertakes and agrees that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan of the Constitution of Michigan and the United States, that they will not be discriminated toward or against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association, including collective professional negotiation with the College, or a bargaining unit member's institution of any grievance, complaint or proceeding under this Agreement.

Section 4. Financial Responsibility. Each employee as described in Article I of the Contract Agreement shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, have the bargaining unit member's salary, start date and employment status reported to the Association President so that each new hire will have the opportunity to voluntarily join the Association.

Section 5. Membership Dues, and Payroll Deduction. The College shall deduct uniformly assessed Association membership dues or service fees to the extent permitted by law, from the pay of each bargaining unit member covered by this Agreement from whom it has received a written and signed dues check-off authorization. The College agrees to provide this service without charge to the bargaining unit member or the Association.

A properly executed copy of the written checkoff authorization form for each bargaining unit member for whom dues, initiation, or service fees are to be deducted hereunder shall be delivered to the College at least fourteen (14) calendar days prior to any payroll date for which such deduction is to be made. Any written authorization which lacks the bargaining unit member's signature will be returned to the Association by the College. The authorization shall remain in effect unless revoked in writing by the bargaining unit member.

Deductions for dues shall be made each pay period, in standard amounts only, provided the bargaining unit member has sufficient net earnings to cover the dues. In the event a bargaining unit member does not, in said pay period, have sufficient net earnings to cover said amounts, such deductions shall commence with the next pay period for which sufficient net earnings are available.

In cases where a deduction is made which duplicates a payment already made to the Association by a bargaining unit member, or where a deduction is not in conformity with the provisions of the Association's Bylaws, refunds to the bargaining unit member will be made by the Association.

No later than September 1 of each year, the Association shall notify the College in writing of the proper amount of dues to be deducted in the forthcoming year and any subsequent changes in such amounts.

If a dispute arises as to whether, or not, a bargaining unit member has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is

resolved.

The College shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the College harmless for any and all claims, expenses or legal fees arising out of its agreement to deduct dues.

The parties recognize that the North Central Michigan College Association of Faculty and Professional Staff NMEA/MEA/NEA is the exclusive bargaining agent for the members/positions described in the recognition clause of this agreement including those in positions that have been historically considered a bargaining unit employee.

ARTICLE IV ACADEMIC FREEDOM AND RESPONSIBILITY

Section 6. Academic Freedom. The College recognizes the importance of academic freedom in the pursuit of knowledge, research, and teaching. Each bargaining unit member shall have the freedom to report the truth as they perceive it, both in instructional and counseling situations and in associated publications. There shall be no restraints that unreasonably impairs a bargaining unit member's ability to present their subject matter in this context. To foster a safe and respectful learning environment, it's important to differentiate between using profane, sexual, or vulgar content as an instructional tool versus engaging in targeted harassment, bullying, or verbal assault of specific students. It is recognized that such freedoms are subject to relevant obscenity statutes and rulings of courts of binding jurisdiction.

No bargaining unit member shall be prevented from wearing a pin, badge, button or non-distracting insignia identifying their membership in the Union except to the extent that doing so creates a safety hazard, incites illegal conduct, or is in violation of rules maintained by third parties at whose premises the unit member is discharging their duties.

The College Information Technology (IT) department is responsible for cybersecurity, safe content, institutional technology purchase, monitoring and distribution and the Information Technology Resources Use Policy NCMC Board of Trustees policy.

In the event that IT decisions regarding internet filtering or other information technology adversely affect the work of the faculty, the Association member shall request the aid of the College Information Technology (IT) department for resolution, through normal communication channels (i.e. ticket system).

If the contact with the IT Department does not resolve the issue, the affected Association member and the Association President (or designee), have the right to demand a special committee made of representatives of Association members, Technology employees and Academic officers be created and meet within 3 business days to provide input regarding decisions about the analysis and consideration of available options. Any solutions developed by the committee are subject to review by the College, as it is ultimately responsible for the integrity and security of the system and must maintain the ultimate decision-making power with respect to these decisions. If member of the College's Administration reverses the committee's decision, an e-mail explaining the changes shall be sent to all committee members within 3 business days of a written request by the Association President.

Section 7. Academic Responsibility. Each bargaining unit member shall devote to their assigned duties time and effort sufficient to assure the competent discharge of the same. It is understood and agreed that all bargaining unit members shall discharge duties reasonably related to their teaching, service, and scholarship and shall at all times during the discharge of their assigned duties conduct themselves in a professional, respectful and responsible manner. These duties, for which the College will provide Professional Development or other assistance, if necessary, will be discharged in a timely manner and may include but are not limited to items from the following lists:

Teaching

1. Content preparation for all instruction;
2. Delivering student instruction;
3. Responding to student learning needs through the use of non-classroom-based student contact hours;
4. Utilization of the College's learning management system in the delivery of this instruction, including syllabi, grading and assessment functions;
5. Use and maintenance of accurate course information and assessments;
6. Documentation of grades and incompletes;
7. Utilization of a student early alert system.

Service

1. Course and program review, revision, and/or changes through the College's established curriculum and program review processes;
2. Assessment of student learning through the College's established learning outcomes assessment processes;
3. Mentoring new full-time faculty;
4. Service on a College committee(s) and/or in student club/organization advisory role(s);
5. Acts as a subject matter expert in collaboration with Academic Affairs leadership, faculty colleagues and related committees for the implementation and improvement of degrees and certificates;
6. Acts as a subject matter expert in collaboration with Student Affairs leadership and staff for student recruiting, engagement, and retention within assigned discipline(s) and program(s);
7. Shares subject matter expertise, engaging College employees and the community and/or students in extra-curricular learning opportunities.

Scholarship

1. Use of professional development to enhance teaching and learning through the offering of professionally competent instruction;
2. Engagement in scholarly work (publishing, writing, organizational membership, etc.) within discipline(s) and the areas of teaching and learning.

ARTICLE V
REPRESENTATION/ASSOCIATION RIGHTS

Section 8. Association Committee. The Association shall be represented in grievance/arbitration proceedings by a committee consisting of not more than three (3) Association members. These members shall be permitted to transact official Association business on the grounds and in the buildings of the Employer at all reasonable times, provided that this shall not interfere with or interrupt normal college operations or the usual teaching or other duties of the faculty. The Association will furnish the Employer with the names of said representatives and such changes therein as may occur from time to time. The Employer shall not be required to recognize or deal with any other than those so designated. A bargaining unit member shall be entitled upon request to a reasonable amount of time to secure the presence of a Committee member at any meeting requested by the Administration which the Administration recognizes will or may lead to disciplinary action against the bargaining unit member. The foregoing need not be observed by the Administration in cases in which emergency action is appropriate.

Section 9. Collective Bargaining. In contract negotiations, neither the Association nor the Administration shall be represented by more than five (5) individuals.

Section 10. Use of Facilities.

The Association and its representatives shall have the right to use the College facilities for meetings; provided, however, that such use shall not interfere with programs, teaching or services of the College. No charge shall be made for the Association's use of the College rooms, at all reasonable hours as determined by the College.

The Association may, upon approval from the Administration, use College facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish paper, materials and supplies incidental to such use, and shall reimburse the College for any costs or damages incurred during or resulting from such use.

The Association shall have the right to post notices of its activities and matters of Association concern on faculty area bulletin boards. The Association may use the College memorandum distribution facilities for communications to bargaining unit members including College owned electronic communication devices.

Section 11. Information Requests. The College agrees to furnish to the Association, in response to reasonable requests, information which is ordinarily available concerning staffing and finances, including but not limited to annual financial reports and audits, tentative budgetary requirements (after presentation to the Board), Board minutes and agendas, and information or materials in the Administration's possession. It is understood that the foregoing shall not require the College to analyze, summarize or restructure any such information or materials for the Union or grievant. The provision of such requested materials shall be provided at no cost to the Association.

The College agrees to comply with MCL Act 336 Section 423.211 and as amended.

Section 12. Personnel File. A bargaining unit member shall be entitled upon written request to review up to twice each semester their personnel records. Any such review shall take place in the College's administrative offices, in the presence of such individual as may be designated by the College, and at times during normal business hours which are mutually agreed upon in advance and which do not interfere with

performance by the unit member of their assigned duties. The unit member shall be entitled to receive copies of any material contained in their personnel records; the member shall promptly reimburse the College for the actual cost of copy machine reproduction of such material, exclusive of the labor cost involved. The unit member shall be entitled to attach to the disputed material in their personnel records a statement consisting of not more than five (5) sheets of 8 ½" x 11" paper regarding any personnel file material with which the unit member disagrees. If, upon mutual review, the disputed material is determined, by the College (such determination shall be subject to the grievance procedure set forth under Article VI), to be inappropriate or in error, said material shall be corrected or expunged, whichever is appropriate. If the disputed material is thereafter disclosed to any outside interest the rebuttal statement shall also be disclosed. Complaints against a bargaining unit member shall not be placed in their personnel file or be used in any disciplinary action unless appropriate investigation has been conducted and the incident referred to in the complaint has been substantiated through the College's published policies and procedures and until the member has been informed of the complaint and full particulars of the complaint, including the identity of the complainant.

No written material regarding a unit employee will be disclosed to an outside interest unless that material is included in the employee's personnel file, unless such material may properly be maintained in a separate file pursuant to the Michigan Bullard- Plawecki Employee Right to Know Act. No such material may be so disclosed without the employee's knowledge.

In the event that the College receives a request under Michigan's Freedom of Information Act for all or part of a bargaining unit employee's personnel file, the College will promptly advise the employee of that request and, to extent that it is legally permissible for it to do so, will withhold from disclosure the following materials/information: a) race; b) unlisted telephone number; c) personal insurance information; d) social security number(s); e) bank account information; f) credit union information; g) medical and/or psychological records, facts or evaluations if an individual's identity would be revealed; h) documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki; i) documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the College District from maintaining separate investigation files); j) documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges; k) any disciplinary information more than four (4) years old, unless the disclosure is required by law; l) any references to the employee's political or other associations or affiliations, as required under Bullard-Plawecki; m) student records or references to specific students as required by FERPA; n) evidence concerning authorization to work in the U.S.; o) employer reference, as required under Bullard-Plawecki; p) educational transcripts; q) criminal history checks including fingerprints; r) documents pertaining to current litigation involving the requesting party; s) privileged attorney communications, opinions, work products.

Section 13. Association Days. Bargaining unit members shall be granted an aggregate total of twelve (12) days per academic year of paid release time for the purpose of transacting association business.

The Association President will notify the appropriate Dean, in writing, a minimum of two working days in advance of the desired dates. When using Association Days, bargaining unit members shall be responsible for making arrangements approved by the appropriate Dean to cover their responsibilities at no additional cost to the College.

ARTICLE VI
GRIEVANCE PROCEDURES AND ARBITRATION

Section 14. Grievance Definition. For purposes of this Agreement, a “grievance” shall mean a complaint filed by an employee or the Association regarding the employment relationship which arises during the course of and/or concerning the application or interpretation of this Agreement.

Section 15. Grievance Procedure.

Step I. Verbal Procedure. A bargaining unit member with a grievance may discuss the matter with their supervising Dean or their designee with the object of conflict resolution. The bargaining unit member may seek help from among the designated Association Representatives members outlined in Section 8. If the complaint is settled informally, the resolution is reduced to writing and signed by the grievant, and the supervisor and presented to the Association and to Human Resources for recordkeeping.

Step II. Written Procedure. If the grievance is not satisfactorily resolved at Step I, the grievance shall be reduced to writing, setting forth the facts and the specific provision or provisions of this Agreement (if any) which are alleged to have been violated. The written grievance shall be signed by the aggrieved bargaining unit member and by an Association Representative and presented to the Vice President of Academic Affairs or their designee within fourteen (14) calendar days of the date of the incident which gave rise to the grievance, or within fourteen (14) calendar days of the date upon which the grievant reasonably should have been aware of the incident. In the event that Vice President is also the supervisor that participated in Step 1, Human Resources will designate another administrator with knowledge of the general subject matter of the grievance to participate in this step. Association grievances may be filed at Step II.

The Vice President, or their designee, shall hold a meeting on the grievance within fourteen (14) calendar days for the purpose of reaching a settlement acceptable to both parties. The meeting shall include up to 3 designated Association representatives as outlined in Section 8. Upon completion of the meeting, the Vice President shall respond to the Grievant(s) (and copy the Association representatives involved) within fourteen (14) calendar days of the date the meeting was held. The Vice President’s (or designee’s) decision is final absent an appeal.

Step III. Appeal. If the grievance is not satisfactorily resolved at Step II, it may be submitted for Appeal to the Office of the College President within fourteen (14) calendar days following receipt of the Step II response from the Vice President or designee. As soon as is reasonably practicable but in no event more than thirty (30) calendar days after such resubmission, a meeting shall be held between the Grievant(s), (representatives of the Association, where involved), and the College for the purpose of reaching a settlement that is acceptable to both parties.

The President shall respond in writing to the Grievant(s) (and copy the Association representative involved and UniServ Director) within fourteen (14) calendar days after the meeting. The President’s decision is final absent arbitration.

Section 16. Arbitration Request. The Association may request arbitration of the Step III decision by submitting a written Demand to Arbitrate to the College President fourteen (14) calendar days following receipt of the College’s disposition in Step III.

Section 17. Selection of Arbitrator. In the Demand to Arbitrate letter, the author of the letter may suggest up to 3 different arbitrators. If both parties agree on one of the three selected, that individual will become the arbitrator. If the parties do not agree upon one of the three proposed arbitrators, one arbitrator shall be chosen by mutual agreement from a panel of Michigan based arbitrators alternately obtained from AAA

and MERC. If the parties are unable to agree upon an arbitrator from the list, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators; the individual whose name last remains shall serve as the arbitrator. If an AAA panel is used, the Association shall make the first strike. If a MERC panel is used, the College shall make the first strike.

Section 18. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before them. The arbitrator shall at all times be governed wholly by the terms of this Agreement and they shall have no power or authority to amend, alter or modify this Agreement in any respect, nor shall the arbitrator have the authority to hear or determine more than a single grievance in a single arbitral hearing unless the parties agree otherwise. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges their limitations of authority and agrees not to decide an issue which is outside of their jurisdiction under this Agreement. The arbitrator recognizes that the College is governed by certain laws of the State of Michigan and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive more than seventeen (17) days prior to the time the grievance was first submitted in writing; in the case of a grievance submitted more than fourteen (14) days after such incident, but within fourteen (14) days of the date the grievant reasonably should have become aware of the incident in question, any award of the arbitrator may be retroactive to the date of the incident. Notwithstanding the foregoing, an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing provided that the grievant notified the payroll administrator of the potential error within four (4) pay periods of the error appearing on the pay stub.

Section 19. Arbitration Binding. Arbitration awards shall be final and binding on the College, Association, and bargaining unit member. ~~However,~~ each party reserves the right to challenge, through civil litigation only, arbitration or awards thereunder if the arbitrator has exceeded their jurisdiction or has arrived at their award fraudulently or by improper means.

Section 20. Arbitration Costs. The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each pay their own respective costs, including wages of witnesses called by the party.

Section 21. Miscellaneous Grievance/Arbitration Procedure Provisions.

- (a) The grievance form shall be mutually agreed upon
- (b) The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time limits are not followed by the Association, the grievance shall be considered settled in accordance with the College's last answer made. If the time limits are not followed by the College, the grievance may be advanced to the next step by the Association. The time limits established herein may be extended by mutual agreement in writing.
- (c) Limits contained herein may be waived in writing by mutual consent of the College and the Association.
- (d) The College acknowledges that only the Association shall have the right to assert and press against the College any claim, proceeding or action asserting a violation of this Agreement.

Section 22. Strike Definition and No Strike Pledge. A Strike is defined as the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment; or protesting or responding to an act alleged or determined to be an unfair labor practice committed by the College.

The parties, including the individual members of the Association, acknowledge that continuous and uninterrupted provision of services by the College and orderly collective bargaining relations between the College and the Association to secure prompt and fair disposition of grievances are essential considerations for this Agreement. The grievance and arbitration procedures set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Association and its members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Association and its members, individually and collectively, agree that during the term of this Agreement neither it nor its officers, agents, representatives, stewards, committeemen, or its members will for any reason, directly or indirectly, call, sanction, encourage, honor, or take part in any strike, walkout, slowdown, work stoppage, sympathy activity, limitation of service, boycott, picketing of or any other curtailment or restriction of work or interfere with the peaceful and normal operations of the College or its provision of service, or interfere with work in or about or access to the Employer's operations, building, property, or premises, wherever located.

Section 23. Violation of No Strike Pledge. Any employee who engages in any activity prohibited by the foregoing Section shall be subject to such disciplinary action as the College deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the foregoing Section.

Section 24. Lockout definition and No Lockout. "Lockout" means the temporary withholding of work from a group of employees by shutting down the operation of the College to bring pressure upon the affected employees or the bargaining representative, or both, to accept the employer's terms of settlement of a labor dispute. The College agrees that it will not engage in a lockout during the term of this Agreement.

ARTICLE VII

SENIORITY

Section 25. Seniority Definition. Seniority shall mean the length of an employee's continuous service with the College, including authorized leaves of absence, beginning on the date they report for duty after last being hired by the College. The application of seniority shall be limited to the preferences specifically recited herein. Employees commencing service on the same day shall be placed on the seniority list in alphabetical order of surnames as of that date.

Section 26. Probationary Employees. Employees hired after the effective date of this Agreement shall be considered probationary employees for a period of four (4) full academic years after their commencement of service within the bargaining unit. Current employees with less than 4 years seniority may elect to participate in the Probationary Faculty process set forth in Section 28 (I) below, or continue with their current probationary process in existence at their time of hire. Employees wishing to participate in the new process shall notify their Dean or the Vice President of Academic Affairs of their intent to participate. This section shall apply to probationary employees. Probationary employees may be issued a one (1) year probationary contract for each of their probation years of service with the College. The Vice President of Academic Affairs shall make reasonable efforts to advise a probationary employee by January 31 if that employee's contract will not be renewed for the next subsequent academic year or if the employee is not to be placed on Full Status.

During the probationary period, the President of the College may exercise discretion to discipline or terminate the employee, may decline to renew the employee's contract, or may at any time grant Full Status

to the employee, all without regard to any other provisions of this Agreement.

Probationary employees are expected to uphold all provisions of this contract, including committee membership. However, they shall not be asked or expected to chair a committee or task force or to serve as advisor to a student club or organization during their probation period.

Section 27. Full Status. Upon determination by the Vice President of Academic Affairs that an employee has successfully fulfilled the requirements of the probationary process, the Vice President will provide a recommendation for Full Status to the President. If the President concurs with the recommendation, the President shall award the employee Full Status. Full Status shall not constitute a guarantee of continued employment. Full Status employees shall not, however, be terminated or disciplined by the College without just and reasonable cause; College action in this regard shall be a proper subject of review under the Grievance and Arbitration provisions of this Agreement.

Section 28. Evaluation of Faculty

The College, AFPS, and bargaining unit members recognize the purpose of faculty evaluation is to promote and enhance teaching and learning in support of students meeting their educational goals. The following faculty evaluation program is designed to successfully develop and retain outstanding faculty. To this end, evaluation of faculty will focus on teaching, service and scholarship.

1. Probationary Faculty. When a faculty member is hired as a probationary employee, a Faculty Mentor (“Mentor”) and an Administrative Evaluator (“Evaluator”) shall be designated for each such employee at the beginning of the semester of employment. The evaluator shall be the appropriate Dean responsible for or having expertise in the field of study taught by the employee or some other designee having expertise in said field, and the faculty mentor shall be a full status faculty member with expertise in the field of study taught by the employee or a field relevant to the discipline of the new employee. The Mentor will be an extra-contractual position as defined in ARTICLE XII. It is expected that both the Evaluator and the Mentor will participate in the four (4) year process, which will consist of the following:

Years one -three:

- a) Evaluator and Mentor will assist in providing professional development appropriate to North Central as an institution and to the new employee’s discipline itself;
- b) Evaluator and Mentor will each observe and formally evaluate the new Employee’s teaching at least once each semester (see guidelines below);
- c) Each May, the Evaluator, the Mentor and the new employee will meet with the Vice President of Academic Affairs and Student Success for a review of the employee’s performance (e.g. satisfaction with professional development, discussion of teaching evaluations).

Year four:

- a) Evaluator and Mentor will assist in providing professional development appropriate to the employee’s discipline itself;
- b) In the Fall Semester the Evaluator, Mentor, and Vice President of Academic Affairs and Student Success will each observe and formally evaluate the employee’s teaching;
 - i. No later than the end of the Fall Semester, the employee will submit a formal request for Full Status and a portfolio of supporting materials to the Vice

President of Academic Affairs and Student Success.

- ii. No later than mid-January, the Vice President of Academic Affairs and Student Success will gather the employee, Evaluators, and Mentors to discuss the employee's progression toward Full Status;
- iii. Vice President of Academic Affairs and Student Success submits a summary and recommendation to the President by January 24th.
- iv. President decides on Full Status by January 31st.

The evaluation process, form, and criteria shall be presented in writing and explained to the employee in a meeting between the probationary employee and the appropriate Evaluator and Mentor, to be held within the first three (3) weeks of the first semester of employment and of each probationary year thereafter. No in-class observation shall occur during the first 45 days of the probationary faculty member's first year of classroom teaching.

The following procedures shall be adhered to in the evaluation process:

- (a) Prior notification of observation shall be no less than forty-eight (48) hours in advance.
- (b) All monitoring or observation of the performance of the probationary faculty member shall be conducted personally, openly, and with the full knowledge of the faculty member. Such monitoring or observation shall not be conducted by electronic means, except in the case of distance or online classes.
- (c) Observation periods shall be for no less than 55 minutes of a regularly scheduled class period, and shall be conducted in such a way as to not disrupt the classroom or learning environment.
- (d) A written evaluation, using the appropriate form, shall be delivered to and reviewed with the probationary faculty member within ten (10) college business days of the observation.
- (e) Such written evaluation shall contain a summary statement which states "the overall performance of this faculty member is found to be "X" where X is a number between 1-5 on a Likert, or similar scale
- (f) Where improvements may be necessary, specific recommendations for the faculty member shall be provided, with appropriate follow-up in subsequent evaluations
- (g) There shall be a personal meeting mutually arranged between the Evaluator, the Mentor and the probationary faculty member within ten (10) college business days of receipt of the written evaluation to discuss, amend and/or modify the written evaluation prior to its inclusion in the faculty member's personnel file. The faculty member's signature on the final evaluation shall not be interpreted to mean agreement or disagreement with its content. Such signature shall only be interpreted as recognition that the evaluation has been reviewed by the faculty member.

2. Full-Status Faculty. In accordance with accreditation criteria, College Board of Trustees Bylaws and best practices, all Full-Status Faculty Members shall be evaluated regularly, ensuring faculty are current in disciplines and adept in teaching and service roles. The purpose of evaluations for full status faculty and professional staff is to ascertain their effectiveness in the performance of their profession to provide a

basis for continuous professional development and improvement. For Full-Status Faculty Members, this regular evaluation will occur every fourth year.

The Faculty Member Evaluation will be generally based upon the criteria set forth in Section 7, and will include:

a) Peer review evaluation

- 1) A pre-evaluation session with two (2) full-status peer-reviewing faculty, the Dean or supervisor and the reviewee to frame the reviewee's approach and methodologies, providing peer-reviewers with appropriate context for their evaluation.
- 2) A class, lab, clinical, library experience, or mock-counseling observation by the peer-reviewers for a minimum of 55 minutes, either face-to-face or online, scheduled by mutual agreement. The reviewing colleagues shall independently provide written feedback to the reviewee and the Dean or Supervisor.

b) Dean and/or Administrative evaluation

At the beginning of each academic year, the specifics of the evaluation process (such as timing, etc.), as determined by the Dean and/or Administrator, will be communicated to each faculty member subject to evaluation that year, and the AFPS. The evaluation procedure may include:

- 1) Review of student evaluations per Section 86;
- 2) A class, lab, clinical, library experience, or counseling skills observation by the Dean/Administrator to be coordinated and conducted with the peer review observation referenced in Section (a)(2) above;
- 3) Consideration of portfolio of artifacts provided by Faculty Member, at their option;
- 4) Evaluation and discussion of performance since the last evaluation;
- 5) Discussion of Faculty Professional Development Plan (Appendix C).

Section 29. Loss of Seniority and Full Status. An employee's seniority, Full Status and employment relationship with the College shall be terminated when:

- (a) They resign;
- (b) They are discharged for just and reasonable cause;
- (c) They are absent for five (5) consecutive working days without notice to the College within such time of the reasons for, and excuse by the College of, such absence, unless the giving of such notice is impossible;
- (d) They fail to report for work as scheduled within seven (7) calendar days after notice of recall from any layoff is sent to his/her last known address as reflected on Employer records;
- (e) They fail to report for work on the required date at the end of an authorized leave of absence or authorized extension thereof, unless such reporting is impossible;
- (f) They are on layoff status consecutively for two (2) calendar years or the length of his/her

seniority whichever is less;

(g) They retire.

Section 30. Part-time and Temporary Employees. The College reserves and shall have the right to utilize part-time employees and temporary employees to work in functions in which bargaining unit employees are also employed; provided, however, that part-time employees may not be utilized to teach classes if the result thereof contributes to the reduction in full-status load or layoff of any full-time bargaining unit employee. The foregoing is of the College, as well as to any such bargaining unit employees who may be hired in the future. Part-time employees shall be defined as those normally scheduled for less than a full load as defined at Sections 48 and 49. Temporary employees shall be those hired for a defined period of time (as defined in Section 36 and 37) and not placed on a continuing contract.

Section 31. Non-bargaining Unit Employees. Employees transferred to jobs outside the bargaining unit shall, for a period of two (2) calendar years after such transfer, retain their seniority and status as of the date of transfer but shall not accumulate any seniority in the bargaining unit for the period they remain on non-bargaining unit jobs; if the College returns an employee to the bargaining unit within said two (2) year period, accumulation of additional seniority shall recommence.

Employees hired in a position excluded from the bargaining unit shall be deemed to have no seniority at such time as they may be transferred into the bargaining unit. In such cases, seniority and probationary status shall start upon the date of such transfer, and the employee shall be considered a new hire for purposed of this contract.

ARTICLE VIII PROMOTIONS

Section 32. Definition. A “promotion” is an upward change in position within the bargaining unit, which results in additional compensation for additional or different duties or responsibilities performed during the regular working day, as defined in this contract. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra-duty activities.

Section 33. Notice of Vacancies. When a vacancy occurs in the bargaining unit, the Association may provide verbal or written feedback to the President and the Vice President of Academic Affairs or the Vice President of Student Services regarding the Association’s interest in filling the vacancy with a recommended timeline. The President and the Vice President of Academic Affairs or the Vice President of Student Services will consider this feedback when making a decision regarding the vacancy. It is understood that good faith efforts will be made to fill vacancies in the bargaining unit in a timely manner. At such time that the search to fill the vacant position commences, the College shall publicize the search by posting written notice of such vacant position on a bulletin board in the Administration Offices, with a copy of same to the President of the Association.

Said notice shall remain posted for no less than seven (7) calendar days. In the event that a vacant bargaining unit position is not filled within one (1) calendar year, the administration will meet with the Association to discuss the possibility of filling the position or move the position to another academic discipline.

Section 34. Application Procedure. Any employee for whom a vacant position would constitute a promotion as described above may apply for same by signing their name to the notice posted in

accordance with the foregoing Section. In filling such vacancy, the College shall consider the academic qualifications, certification requirements, work experience, professional versatility and ability, and other relevant factors, including service in the College, of both incumbent employees and outside applicants.

Section 35. Unsuccessful Applicants. Unsuccessful applicants for a vacancy will, upon request, be advised as to the reasons for not attaining the position; said reasons will be reduced to writing upon request for same.

Section 36. Interim Assignment. Pending the filling of a vacancy in accordance with the foregoing, the College may fill same by assignment of bargaining unit or non-bargaining unit personnel for not more than a full academic semester. Such assignments may be continued for more than one semester only upon written agreement to same, signed by the College, the Association and the individual so assigned.

Section 37. Temporary Assignments. The College may, on a temporary basis, assign bargaining unit employees to positions outside their regular classifications, or assign non-bargaining unit employees to positions within the bargaining unit. Such temporary assignments may not continue for more than a full academic semester. Such assignments may be continued for more than one semester only upon written agreement to same, signed by the College, the Association and the individual so assigned. Bargaining unit employees shall not, for the duration of any such temporary assignment, receive any diminution in pay or benefits.

ARTICLE IX STAFF REDUCTION AND RECALL

Section 38. Reductions in Staff. If the College determines that circumstances require staff reductions, the College will consider the following factors in selecting employees to be laid off: areas in which course and/or work reductions have or will be made; academic qualifications, certification requirements and work experience of employees; professional versatility and abilities of employees; seniority; and past performance. Recall from layoff shall be based upon the same considerations. When the employer decides to eliminate a specific program, it is understood that the employer will initially attempt to reassign the displaced full-time faculty member into an existing or newly created program if qualified.

Section 39. Layoff Notice. Bargaining unit members to be laid off for an indefinite period of time will be so advised in writing as soon as is practicable after said decision has been made by the College. The Association President shall, on the same date the notices are issued to affected bargaining unit members, be tendered a list of the employees being laid off.

Section 40. Notice of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as reflected on the College's records. The notice shall set forth the date the recalled bargaining unit member is expected to return from work. Each bargaining unit member shall be responsible for furnishing their current address and telephone number to the Employer's Office of Human Resources.

Section 41. Assignments to Avoid Layoff. In the even the College does not offer to a bargaining unit instructor a minimum normal load as defined in Section 49, the instructor shall be offered the options of: (a) being laid off without pay in accordance with the layoff/recall provisions of this Agreement; or (b) displacing part-time instructors. The foregoing shall apply only to such classes taught by part-time instructors as are already being offered; the College shall not be required by virtue of this provision to institute any additional such classes. The College shall determine which such classes are to be so offered

to the bargaining unit employee. The College may decline to offer such classes to the unit employee sufficient to make up a normal full-time load only if classes the unit employee is qualified to teach are not available. The College shall not be obligated per the foregoing to offer to a unit employee more than a total of three (3) classes per week commencing after 6 p.m., or a total of two (2) such evening classes per week if the instructor has already been assigned an evening class in accordance with the provisions of Section 46. The College further shall not be obligated to offer the foregoing part-time instructor displacement option as an alternative to layoff to any individual unit employee for more than four (4) consecutive semesters (or a total of six (6) consecutive semesters with respect to employees with fifteen (15) or more years' seniority).

With respect to faculty members who teach Occupational Courses and/or in Certification Programs and who commence teaching for the College District on/after September 1, 1999 ("New Occupational Faculty member"), the College shall not be obliged to offer the part-time instructor displacement option set forth above as an alternative to layoff to any individual for more than two (2) consecutive semesters. If a New Occupational Faculty member is laid off due to elimination of a program in which that individual is employed they shall be reimbursed up to \$2,000 of expenses reasonably incurred in obtaining training/education to prepare for alternative employment. Such reimbursement shall be subject to the individual providing to the College such documentation of the claimed expenses as the College may reasonably request.

ARTICLE X DIVISIONAL ORGANIZATION

Section 42. Divisional Organization. The instructional area of the College will be divided into instructional areas to meet the needs of the College.

Division meetings shall consist of all full-time faculty members of the College engaged in instruction within that division's academic area. Each such instructor shall be entitled to vote on any proposed divisional recommendations. The appropriate Dean or their designee will chair the divisional meetings. Other Deans may attend divisional meetings, but only a Dean who is then chairing a divisional meeting shall be entitled to vote on the proposals considered at the meeting. Any instructor who is engaged in instructional duties in more than one of the above divisions may, at their election, attend the divisional meeting for any or all of the divisions in which they instruct.

The College reserves the right to call up two (2) divisional meetings per division per semester. An additional meeting may be called per divisions, per semester under circumstances that may require timely action. Any divisional meetings beyond this will be at the mutual consent of the College and a majority vote of the division or to meet special demands of accrediting agencies or state law. In the case of a division with only two voting members both members must be in agreement to have a majority.

Minutes of each divisional meeting shall be maintained by the Dean/designee and shall be distributed to all members of that division as well as to full-time faculty by individual request and to the President and all other administrators of the college.

It is understood that attendance is required at divisional meetings unless otherwise mutually agreed upon by the appropriate Dean/designee and the instructor.

The purpose of each division shall be to consider recommendations to the President for improving the overall instructional programs of the College with particular emphasis on programs of the Division. Every effort shall be made to deliver recommendations to the President through the appropriate Dean.

Recommendations may include, but shall not be limited to:

1. Academic planning and program review, including relationship of courses in one division to those of other divisions, course and program enrollment, retention, persistence, and completion; the transferability of courses to universities; and the success of graduates.

2. Recommendations of divisional budgets through the normal College budgeting process and implementation of approved divisional budgets. It is understood that the Dean/designee will be responsible for administrative aspects of this area. (E.G.: maintaining the accounting procedures in accordance with the College requirements);

3. Course Content, including the degree of coordination regarding such items as number of term papers, content of final examinations, and other common requirements.

ARTICLE XI INSTRUCTIONAL YEAR

Section 43. Calendar. The work year shall include time for instructional and non-instructional purposes (such as class preparation, student engagement and retention, assessment, program review, and in-service seminars). The College will prepare and publish a calendar at least 120 calendar days preceding the first day of scheduled activities for the year; provided, however, that the schedule for spring break will be announced on or before November 1 of the preceding calendar year.

Faculty shall be required to report for each fall semester during the week before Labor Day; and the 15-week fall semester student classes will begin on the Tuesday following Labor Day, and will terminate before December 25th. Each fall semester shall include: one week prior to the start of classes for non-instructional purposes; a 15-week semester of classes; and, two days in the week following the end of the 15-week semester of classes for submission of grades.

Faculty shall be required to report for the winter semester during the week before Martin Luther King Day; and the 15-week winter semester student classes will begin on the Tuesday following Martin Luther King Jr. Day. Each winter semester shall include: one week prior to the start of classes for non-instructional purposes; a 15-week semester of classes; and, two days in the week following the end of the 15-week semester of classes for submission of grades.

For LPN Faculty Member(s) teaching during a summer semester as one of two contract semesters, a similar format will be used. Such summer semester shall include: one week prior to the start of classes for non-

instructional purposes; a 15-week semester of classes; and, two days in the week following the end of the 15-week semester of classes for submission of grades.

It is intended that the week preceding the start of each semester be divided half and half between structured and unstructured time on a daily basis (in minimum half-day increments). Structured time shall not be scheduled on any Friday.

Section 44. Instructional Year/Duties. The instructional year for all bargaining unit employees, except as modified herein, shall consist of a fall and a winter semester. Individual employment contracts issued to bargaining unit employees shall be consistent with the provisions of this Section. It is understood that all bargaining unit members, except as modified herein, are required to attend the graduation ceremony unless they are excused by mutual written/oral agreement of the College and the individual bargaining unit member. The College will, as in the past, provide appropriate commencement apparel for the individual bargaining unit members.

The normal work year for Librarians shall consist of forty-four (44) weeks as determined by their Supervisor.

Counselors may be assigned miscellaneous administrative-type duties supplementary to their student counseling obligations. Such administrative duties may include, but shall not be limited to, recruiting, financial aid, admissions, and public relations. A counselor shall not, however, be assigned new areas of responsibility unless a corresponding reduction of duties is affected in areas of responsibility already assigned to that counselor.

The term "LPN Faculty Member" refers to a faculty member expressly hired to teach within the LPN program, which may include teaching during the summer semester as described below. LPN Faculty Member's work schedule will be determined for the academic year by the supervising Dean taking into primary consideration efficient service to students, with the goal of establishing a work schedule which most effectively serves student needs. It is understood that the LPN Faculty Member(s) may be scheduled for instruction in the summer semesters in lieu of summer break as described in Section 43. The LPN Faculty Member shall be entitled to receive an equal number of consecutive weeks as a break in the fall or winter semester during the academic year when the summer session assignment is made (for such purposes, this would be the fall or winter semester immediately following the summer session assignment); however, they may elect to teach an overload. The LPN Faculty Member(s) will not be expected to attend Welcome Back Week, any college activities, meetings, committee work, or graduation activities during the non-contractual work semester, but may voluntarily participate in such activities. Other nursing faculty members shall not be transferred into this role without mutual agreement of the bargaining unit member, AFPS, and the College.

Section 45. Summer Session. The College may continue, as in the past, to offer during a summer session such courses as may be determined by the College. Except with respect to LPN nursing instructors working during summer sessions as described above, the provisions of this collective bargaining agreement shall not apply during such summer sessions. The College shall be entitled to offer summer session positions to bargaining unit employees or to others, in accordance with such terms or conditions as may be mutually acceptable to the College and to the individual involved; provided, however, that bargaining unit employees shall be offered available summer courses in academic areas in which they are qualified to teach before others are employed to teach such courses. Contact hours taught in the summer semester will be considered part of

the total of 21 hours of overload that a member may carry over the course of a full year (full year meaning consecutive fall, winter and summer semesters) as discussed in Section 63. With respect to bargaining unit employees, such offer and acceptance of summer session positions may be incorporated in the instructor's individual employment contract as referenced at Section 88 of this Agreement.

ARTICLE XII FACULTY LEADERSHIP POSITIONS

Preface: The following descriptions of additional faculty responsibilities are proposed pursuant to Article XIV, Section 66, additional compensation for additional responsibilities. "One (1) hour of release time or overload per hour of expected average weekly hourly effort per the associated job description per sixteen-week academic semester, subject to the maximum as defined in Section 63, Overload Compensation." Time approximations in the proposal are intended to be flexible and can be stipulated in a position description that delineates the circumstances and requirements of each position. The categories outlined below reflect the scope of responsibilities – for a single course, an academic program, a particular location. The anticipated time needed to fulfill such responsibilities may range from 16-96 hours per term, with corresponding 1-6 credit hours of release time.

The identification of needs for a leadership position will be made on an annual basis by the Vice President of Academic Affairs, in consultation with the Dean and Associate Deans, in compliance with Article II, Section 2 of the Collective Bargaining Agreement. Upon identification of a need, the College will create a job description with specific requirements and time estimations for the position and with input from the Association and relevant bargaining unit member(s). If the position is offered to and accepted by a bargaining unit member, the specific terms and conditions of the appointment must be agreed to by the College, the bargaining unit member, and the Association. In the event that a bargaining unit member declines the position, it may then be offered to others with the requisite experience and expertise.

At the end of each contract term in which the bargaining unit member holding a leadership position has been compensated for such a position, the bargaining unit member will provide a log of the hours actually expended in the performance of that role to the College for the purposes of ensuring that the member is being adequately compensated for the time spent and duties met. A log may be in the form of a chart, spreadsheet, or narrative. A contract will be provided to each bargaining unit member, and the Association, for each academic term or year-long appointment for which that member is contracted. Faculty member performance in the role of a Leadership Position shall not reflect on full status employability.

Severability for an ineffective evaluation in the Leadership Position may result in loss of the Leadership Position only.

Lead Instructor: With the leadership, support, and evaluation of the Dean or Associate Dean, a lead instructor is responsible for the coordination of instructional content and delivery of a course that has at least three or more sections and/or locations. The lead instructor works with the Dean or Associate Dean to ensure the continuity of instruction, including adherence to established student learning outcomes. Lead instructors will model and guide others in the creation and submission of assessment measures. Through participation in professional development opportunities for adjunct instructors, webinars, or professional reading, lead instructors will both challenge and support others to utilize best practices in the delivery of knowledge and skills. Lead instructors will be available to provide advice and counsel to other course instructors as needed. Responsibilities may also include the coordination of facilities and

equipment for the course, and, as needed, the scheduling of clinical or internship placements. An estimated 16 hours of activity would equate to 1 credit hour of release time. As mentioned above, “evaluation” refers to the discussion that should occur between the Vice President of Academic Affairs, Dean or Associate Dean and the bargaining unit member who served as a Lead Instructor to ensure that the bargaining unit member was adequately compensated and the duties expressed in the job description have been successfully met.

Program Coordinator: With the leadership, support, and evaluation of the Dean or Associate Dean, a Program Coordinator is responsible for the planning, development, continuous review, and effectiveness of a multi-course instructional program. The Program Coordinator works with the Dean or Associate Dean to identify discipline-based program objectives that correspond to North Central’s work with the Degree Qualifications Profile: Broad and Integrative Knowledge, Specialized Knowledge and Intellectual Skills, Applied and Civic Learning. The Program Coordinator will assist the Dean or Associate Dean in understanding the workforce or bachelor-degree requirements related to the program. The Program Coordinator works with other instructors across multiple courses to ensure the continuity of instruction, including adherence to established student learning outcomes. Program coordinators will model and guide others in the creation and submission of assessment measures. The College acknowledges that effective program coordination and the pursuit of excellence entails current knowledge of emerging scholarship and best practices in the discipline. Accordingly, the College will make every effort to fund program coordinators’ participation in a reasonable number of national and regional conferences. In addition, through participation in professional development opportunities for adjunct instructors, webinars, or professional reading, the coordinator will both challenge and support others to utilize best practices in the delivery of knowledge and skills. Program coordinators will be available to provide advice and counsel to students and other instructors as needed. Responsibilities may also include the coordination of facilities and equipment for the course, and, as needed, the scheduling of clinical or internship placements. An estimated 48 hours of activity would equate to 3 credit hours of release time. See above for the meaning of “evaluation” in this context.

Lab Coordinator: With the leadership, support, and evaluation of the Dean or Associate Dean, a lab coordinator is responsible for the coordination of equipment and facilities related to the delivery of a course or set of courses in an academic discipline. The lab coordinator works with the Dean or Associate Dean to identify and obtain necessary lab equipment and/or facilities and to ensure that such equipment/space is safely and effectively stored, maintained and used in the instructional program. An estimated 16 hours of activity would equate to 1 credit hour of release time. See above for the meaning of “evaluation” in this context.

Committee Chair: As appointed by the College President, a bargaining unit member who holds the position of Chair of a major college committee will be responsible for setting the agenda for meetings that occur at least bi-weekly, for ensuring that the actions of the designated Committee conform to College policies and procedures, for maintaining records related to the Committee’s activities, and for providing regular reports to the President. It is anticipated that such work will require approximately three to four hours each week and would equate to 3 credit hours of release time. See above for the meaning of “evaluation” in this context.

Additional Extra Contractual Roles: With the leadership, support, and evaluation of an applicable administrator, other extra contractual responsibilities may be agreed to by the bargaining unit member, the College, and the Association. Examples of such roles may include, but are not limited to, club or team

advisors, coaches, peer reviewers, faculty mentors, and summer program participants. An estimated 16 hours of activity would equate to 1 credit hour of release time.

ARTICLE XIII
WORK LOAD/RESPONSIBILITIES

Section 46. Class Scheduling. Class schedules shall be determined by the College; such schedules and any subsequent changes therein shall be made available to the Association and its members as soon as is possible after they are determined. Student educational needs shall take precedence over other factors in the determination of such scheduling. The instructional day during the regular two (2) semester (fall/winter) academic year shall commence no earlier than 8 a.m. and shall end no later than 11 p.m. for instructors; provided, however, that nursing instructional personnel engaged in clinical programs may be required to commence their instructional day as early as 6:30 a.m. A bargaining unit member who is scheduled to work after 10 p.m. shall not, on the next subsequent calendar day, be required to report for work earlier than 9 a.m. A bargaining unit employee may not, without their written permission, be scheduled for more than one (1) class session per week per semester commencing after or continuing beyond 6 p.m. Evening class sessions which are assigned in order to bring the bargaining unit employee up to the assigned normal teaching load as defined in Section 49 of this contract will not be counted in the determination of evening class session assignment limits. Each bargaining unit employee will be entitled to designate in writing before semester assignments are made one (1) assignment free evening per week for that semester. A bargaining unit member shall not be required without his or her permission to teach in any one evening a class involving more than five (5) contact hours commencing after 5 p.m. Subject to the limitations below, a bargaining unit employee may not, without their permission, be initially assigned to teach an off-campus session of a class if a different session of that class is being taught on campus by a part-time non-bargaining unit employee during hours when the bargaining unit employee could be scheduled to teach same. The preceding sentence shall not apply, however, to the College's right to assign up to ten faculty members, per semester, to off campus sites. However, each faculty member may be assigned only once during any three year period, without their permission. It is understood that the foregoing shall not preclude reassignment of a bargaining unit employee whose on-campus class has been cancelled to teach an off-campus session of that class which otherwise would have been taught by a part-time non-bargaining unit employee. If a bargaining unit member is assigned duties on a Saturday or Sunday, they shall be granted two (2) consecutive days off during the next calendar week, or in the alternative shall be granted three (3) non-consecutive days off during the next calendar week. For purposes of the foregoing, a "day" shall be defined as a twenty-four (24) consecutive hour period commencing at 12:01 a.m. It is agreed that the College shall not be entitled to assign a bargaining unit member to a class commencing after 6 p.m. if during the same week a different section of that same class has been taught by a part-time non-bargaining unit employee between 8 a.m. and 6 p.m. and during hours when the bargaining unit member could have been assigned to teach same. No bargaining unit member may be assigned without his/her permission to more than one (1) overload class per semester. No individual need accept more than six (6) preparations per semester. For purposes of the foregoing, a class involving whole or fractional hours beyond a "normal load" will be considered to constitute one "overload class."

Section 47. Sponsorship of Student Activities.

(a) Sponsorship of all student clubs and organizations shall be on a voluntary basis, except for those positions covered under Article XII.

(b) A bargaining unit member may accept, in writing, extra contractual assignments, on a semester-to-semester or annual basis, in accordance with such arrangements as may be mutually satisfactory to the bargaining unit member, The Association, and the College. The foregoing activities will be distinct from courses identified in the College Catalog.

Section 48. Classroom/Laboratory Instructor Loads. The teaching load of bargaining unit members engaged in instruction shall be defined by reference to "contact hours." For purposes hereof, a "contact hour" shall be defined as an hour during which the instructor is scheduled by the College to be in contact with a class of students in either lecture or laboratory teaching situations. In classroom and/or laboratory situations a contact "hour" shall be deemed to consist of fifty-five (55) minutes: In clinical teaching situations, a contact "hour" shall be deemed to consist of sixty (60) consecutive minutes "Contact hours" shall not include other types of student contact such as office hours, preparation time or one-on-one counseling efforts.

(a) Lecture/Laboratory. The assigned normal teaching load for classroom instructors shall consist of fifteen (15) contact hours of instruction during each semester of a two-semester (Fall and Winter) academic-year for a total of thirty contact hours per academic year.

(b) Nursing Instructors. The normal teaching load for employees engaged in nursing instruction shall be deemed to consist of a weekly average of fifteen (15) contact hours per semester for a total of thirty contact hours per academic year. This may be comprised of clinical contact hours only, classroom hours only or any combination of clinical and classroom hours.

(c) Online Courses, it is recognized that the normal assigned teaching load for an instructor may contain courses which utilize technology and may not require the physical presence of the instructor on campus to deliver instruction when appropriate for their discipline. Notwithstanding the foregoing each faculty member will teach a minimum of two courses each semester as part of their regular assigned load which are conducted in a face-to-face environment and meet at least once per week with the faculty member physically present.

Section 49. Work Load/Scheduling Of Other Unit Employees. The normal workweek for counselors and librarians and any full-time instructors engaged solely in skilled trades courses shall consist of thirty-seven and one-half (37.5) hours. With regard to counselors, 37.5 hours per week normally shall be scheduled as office hours; it is recognized that in view of the professional nature of said positions, employees occupying same may be required from time to time to work in excess of thirty-seven and one-half (37.5) hours in a given week.

Counselors shall not be required to work between the hours of 6 p.m. and 11 p.m. more than one evening in any calendar week. A counselor who is regularly scheduled to hold evening office hours shall have those hours scheduled between 6 p.m. and 9 p.m. and shall receive compensatory time off, during the same week, equal to 1.25 times the number of evening hours so scheduled. Such compensatory time off may not be accrued from week to week.

No bargaining unit member covered by this section who is scheduled to work after 10 p.m. shall, on the next subsequent calendar day, be required to report for work earlier than 9 a.m. The foregoing limitations shall not, however, apply so as to preclude evening assignments to counselors during registration weeks or in conjunction with the discharge of administrative-type duties. For each hour assigned to and worked by a counselor during evening registration periods in excess of one (1) evening per semester, the counselor

involved shall be entitled to 1.25 hours of compensatory time off during his/her normal daytime working hours. All such compensatory time off will be scheduled with the mutual agreement of the counselor and the relevant dean.

Section 50. Class Size. The following shall constitute the maximum number of students who can register for a course through the official add/drop period of the College each semester. The following does not constitute an absolute maximum and any bargaining unit member may, at his or her discretion, choose to accept additional students over and above the limits presented in subsections (a) through (i) below:

(a) English Composition. No more than twenty-two (22) students in a class. In addition, no instructor, absent his/her consent, shall be required to teach more than three (3) sections per semester of English Composition.

(b) Business Communications. No more than twenty-two (22) students in a class. In addition, no instructor, absent his/her consent, shall be required to teach more than three (3) sections per semester of Business Communications.

(c) Developmental Classes. i.e. those with course numbers beginning with "0" – No more than twenty (20) students in a class.

(d) Labs, Studio Courses and Vocational Shops. No more than acceptable educational standards or safe conditions permit; or in Biology, Chemistry, Earth Science and Physics Laboratory courses where clear-cut stations exist, there will be no more students than stations. Changes in laboratory section sizes from past practice may be made only after consultation with the faculty member(s) of the specific discipline in question and the Association.

(e) Public Speaking. No more than twenty (20) students in a class. (f) Creative Writing. No more than twenty (20) students in a class. (g) Math. No more than thirty-five (35) students in a class.

(f) All Literature. No more than thirty (30) students in a class.

(g) On-Line and Hybrid Courses. No more than twenty-five (25) students in a class unless such number exceeds the class-size restrictions presented in subsections (a) through (h) above, in which case the lower number takes precedence. Notwithstanding this provision, a faculty member shall not be required to teach more than an average of twenty-two (22) students per semester for all their online/hybrid classes.

Section 51. Office Hours. All bargaining unit members engaged in classroom, laboratory, vocational or clinical instruction shall maintain regular, scheduled office hours sufficient for necessary student consultation. A minimum of six (6) such office hours shall be set forth on a notice specifying the times and places of such office hours filed with the relevant Dean and shall be maintained by each such instructor each week during which classes are scheduled, provided, however, that nursing instructors shall not be required to schedule office hours on days for which they are scheduled for clinical contact. Each such instructor shall also announce said office hours to each of their classes or groups of students during the first week of each semester and include the Office Hours information in the course syllabus. Instructors shall be available for student or Administration consultation or otherwise engaged on campus during their above designated offices hours. It is recognized that, subject to the foregoing notice

requirements, laboratory instructors may observe office hours in their laboratories. It is also recognized that a portion of each instructor's office hours may be scheduled using technology to meet with students and may not require the faculty member to be physically present. However, no more than three (3) of the six (6) weekly office hours per semester may be held via the use of technology.

Student educational needs shall take precedence over other factors in the individual faculty member's determination of their office hours schedule each semester. As per Section 46, Class Scheduling, the instructional day shall commence no earlier than 8 a.m.; likewise, no faculty member shall schedule office hours before 8 a.m. Bargaining unit members will make an effort to meet with students whose schedules preclude their presence during regularly scheduled office hours, provided such appointments have not already totaled more than one hour in any current week, and provided that such appointments are at a mutually convenient time. The one-hour limitation on unscheduled office appointments does not prohibit a member from making further appointments at their discretion.

ARTICLE XIV
LEAVES OF ABSENCE

Section 52. Family and Medical Leave Act (FMLA). Bargaining unit members are entitled to all the benefits afforded by the Federal Family and Medical Leave Act of 1993 ("FMLA"). To the extent that any provision of this Agreement provides for less benefits than that which is required by the FMLA, the FMLA shall govern. Bargaining unit members who work at least 1,250 hours in the previous 12-month period are eligible for family and medical leave under the terms of FMLA and federal regulations. Eligible bargaining unit members must use accrued paid sick days and paid personal days concurrent with FMLA. The College will maintain its portion of group health insurance coverage for any member while using FMLA.

Bargaining unit members shall use FMLA leave on a continuous or on an intermittent basis as dictated by the FMLA.

Bargaining unit members granted any type of unpaid leave shall apply to the Association sick leave bank to receive pay should they have exhausted their paid sick and personal paid time off benefit balances. Members who wish to contribute such unused sick days will do so in writing at the end of each academic year.

Section 53. Unpaid Personal Leave. Bargaining unit members may make a request for unpaid personal leave with the College. The College may grant an unpaid personal leave, inclusive of continuance of negotiated benefits, to allow for absence up to a calendar year.

Bargaining unit members who qualify for and exhaust FMLA leave may make a request for unpaid personal leave with the College. The College shall grant an FMLA leave extension in the form of unpaid personal leave, inclusive of continuance of negotiated benefits, to allow for absence up to the remainder of the current semester.

Additional unpaid personal leave extension requests made by bargaining unit members who have exhausted both their FMLA leave and their current semester extension may be granted at the sole discretion of the College.

Seniority shall continue to accumulate, and a bargaining unit member's employment status shall continue for the duration of the unpaid personal leave of absence if the Association member returns from leave. A

bargaining unit member returning from leave under this section shall be returned to an assignment within the same job classification held before the leave.

Section 54. Unpaid Educational Leave of Absence. A bargaining unit member may be granted educational leave of absence without pay to be used to further education or engage in long-term educational opportunities. Additionally, educational leave without pay shall be granted in the award of a Fulbright or other such awards. A bargaining unit member wishing an educational leave of absence without pay shall request leave in writing to the President of the College, or their designee and include the reason, duration and any other pertinent circumstances surrounding the request.

Bargaining unit members who have been granted educational leave without pay will have the College's portion of their negotiated insurance benefits paid by the College for the duration of an approved educational leave.

If a bargaining unit member does not return to the employment of the College, they shall reimburse the College the total amount paid by the College on their behalf for insurance benefits during their approved leave. If a bargaining unit member leaves employment sooner than two (2) years from the date they returned from educational leave, they shall reimburse to the College an amount prorated based on the two years' time span, paid by the College on their behalf for insurance benefits during their approved educational leave. Reimbursements owed shall be paid within six (6) months following their employment end date. Seniority shall continue to accumulate, and a bargaining unit member's employment status shall continue for the duration of the unpaid educational leave of absence if the Association member returns from leave. An Association member returning from leave under this section shall be returned to an assignment within the same job classification held before the leave.

Section 55. Paid Personal Benefit. On fiscal year (July 1), full time active bargaining unit members shall be credited with two (2) paid personal days. New and terminating bargaining unit members shall be credited with a pro rata portion of paid personal days. Paid personal leave days shall accumulate from year to year to a maximum of six (6) days.

Bargaining unit members wishing to take paid personal leave shall notify their supervisor at least two (2) days in advance of taking the leave unless such advance notice is not feasible. Personal leave may be taken in increments of one half (1/2) hour. Bargaining unit members need not provide a reason for the paid personal leave.

Bargaining unit members who leave employment with the College for any reason other than a discharge for just cause, shall receive a severance allowance equal to \$30 for each unused paid personal leave day accrued. This amount shall be paid in a lump sum at the same time the bargaining unit member receives their last paycheck.

Section 56. Paid Sick Benefit At the beginning of the fiscal year (July 1), each active full-time bargaining unit member shall be credited with (10) days of paid sick time. New and terminating bargaining unit members shall be credited with a pro rata portion of paid sick days. Paid sick days shall accumulate from year to year to a maximum of one hundred eighty (180) days for teaching bargaining unit members. Counselors and librarians shall be credited with twelve (12) paid sick days at the beginning of each academic year which shall accumulate from year to year to a maximum of two hundred sixty (260) days.

Sick leave may be taken in increments of one half (1/2) hour. Bargaining unit members shall provide a _____

reason for the paid sick leave. Approved reasons include:

- Physical or mental illness, injury, or a health condition of the employee or his or her family member
- Medical Diagnosis, care, or treatment of the employee or employee's family member
- Preventative care of the employee or his or her family member
- Closure of the employee's primary workplace by order of a public official due to a public health emergency
- The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency
- The employee's or his/her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider.

In addition, for domestic violence or sexual assault situations, employees may use paid sick leave for:

- Medical care or psychological or other counseling
- Receiving services from a victim services organization
- Relocation
- Obtaining legal services
- Participation in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

Bargaining unit members and their families' serious health related conditions, birth or adoption of new child(ren), or exigencies surrounding active military duty requests shall be evaluated for determination if the employee is qualified for Family and Medical Leave (FMLA). If qualified, FMLA will apply and work concurrently with paid sick benefits.

Full time bargaining unit members who have completed either: a) ten (10) years of service with a Michigan College participating in the Michigan Public School Employees Retirement System, or b) five (5) years of full-time service with North Central Michigan College, who leave employment with the College for any reason other than a discharge for just cause, shall receive a severance allowance equal to \$40 for each unused paid sick day accrued. This amount shall be paid in a lump sum at the time the employee receives their last paycheck. If the Association Member has an active 403(b) retirement account, the lump sum sick leave severance amount may be placed into the 403(b) account of that Association Member upon request.

Section 57. Paid Bereavement Benefit. A bargaining unit member shall upon request be allowed to utilize up to three (3) paid bereavement days leave per incident if such days are necessary in the event of the death of their spouse/partner, parent, child, brother, sister, grandparent, spouse's grandparent, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Subject to the foregoing, two (2) additional days of such bereavement leave shall be extended at the employee's request in case of the death of the employee's child, spouse/partner, parent or spouse's parent.

Section 58. Jury Duty. Bargaining unit members chosen for jury duty shall be granted a leave of absence

with pay when given notice and selected to serve on a jury. The Bargaining Unit Member requesting the jury leave shall submit the notice to their supervisor as far in advance of the leave as possible to gain approval of the absence.

Bargaining Unit Members who report to jury duty and are excused by the Court after a partial day of jury duty shall return to work at the College for the balance of the day where notification time permits in order to avoid unnecessary class cancellation.

Section 59. Military Leave. Bargaining unit members who enter active military service of the United States shall have such leave and reemployment rights as may be provided for under the applicable federal statutes in effect at that time.

Section 60. Sabbatical Leaves. Sabbatical leaves will be granted by the College's Board of Trustees to bargaining unit members who have completed five (5) years of service (from date of hire), and at six (6) year intervals thereafter, all in accordance with the provisions of this Section.

Sabbatical leaves are designed to provide faculty the opportunity to secure additional education, training, and experience (e.g., research, field work) to better prepare them to carry out college assignments through professional development, addressing needs of academic departments or areas, focusing on the planned instructional priorities of the college and the development of new knowledge.

In years where more than one non-summer sabbatical request is submitted, one (1) full academic year sabbatical or two (2) single semester sabbaticals shall be approved, not both.

1. Types and Duration of Sabbatical Leave. There are three types of sabbatical leaves for which full-time faculty can apply: 1) a full academic year or 2) single academic semester (fall or winter) sabbatical and 3) a summer sabbatical. Listed below are descriptions of each:

- a. Summer: (fully described in number 13 within this Section 60).
- b. Full academic year: This sabbatical may be taken over two regular semesters in the same academic year (fall and winter or winter and fall semesters). A faculty member awarded a sabbatical for an entire academic year (fall and winter or winter and fall semesters) shall receive:
 - a. 75% of their normal salary for that academic year during the sabbatical.
 - b. Continuation of medical, dental and vision benefits with continued copayments
 - c. Not receive sick or personal benefits paid time off accruals while absent
 - d. If participating in the MPSERS retirement system, they shall not be eligible for retirement contributions in accordance with MPSERS regulations. If in ORP, contributions shall continue at 100%.
 - e. Shall return to work for the College or pay back the compensation earned during sabbatical, or a prorated amount for failure to render at least two (2) years satisfactory service upon return from sabbatical.
- c. Single academic semester sabbatical: This sabbatical may be taken for a single academic semester during the academic year (fall or winter). A faculty member awarded a sabbatical during a single academic semester shall receive
 - a. 100% of their normal salary for that academic year during the sabbatical.
 - b. Continuation of medical, dental and vision benefits with continued copayments

- c. Sick or personal benefits paid time off accruals while absent
 - d. If participating in the MPSERS retirement system, they shall not be eligible for retirement contributions in accordance with MPSERS regulations. If in ORP, contributions shall continue at 100%.
 - e. Shall return to work for the College or pay back the compensation earned during sabbatical, or a prorated amount for failure to render at least one (1) year satisfactory service upon return from sabbatical.
2. Limitations. Singular academic semester (b) or academic year (a) sabbaticals shall be limited to one bargaining unit (1) member in any semester.
3. Seniority. The sabbatical leave will count towards years of service to the College and step advances for compensation.
4. Sabbatical Committee. A sabbatical committee shall be formed for the purpose of monitoring adherence to the application deadlines within the preceding academic year for sabbatical proposals, to review and evaluate the merit and suitability of applications, to structure written decisions to the College President regarding each such application, and to communicate with sabbatical applicants, and consist of:
 - a. Three (3) members of Faculty appointed by the Association, one of whom will be the chairperson of the committee;
 - b. Two (2) members of Administration appointed by the President of the College;
 - c. The Sabbatical Committee members shall be appointed by the Association and the President;
 - i. No later than October 15 of each academic year,
 - ii. At the time of a resignation by a sabbatical committee member
5. Application Procedure. Application for sabbatical leave shall be submitted to the Sabbatical Committee Chairperson between October 15 and November 15 in the year preceding the academic year during which the faculty member is planning to be on sabbatical.
6. Deadline. Applications received after November 15 will not be considered.
7. Decision notification. Sabbatical awards will be provided to the faculty members no later than January 31.
8. Sabbatical Application and Plan. The application shall include:
 - Faculty Name
 - Date of application
 - Date of initial full-time employment
 - Number of years of service completed
 - Credential field(s)
 - Type of sabbatical leave requested (semester or full academic year)
 - Semester(s) requested
 - Date(s)/Semester(s) of any previous sabbatical leaves
 - Signature of supervising dean/administrator
9. Sabbatical Leave Plan
 - Faculty Name

- Date of Application
- Credential Field(s)
- Assignment at the college
- Year and semester(s) requested for sabbatical
- Supervising administrator (name and title)
- What do you plan to accomplish with your sabbatical? (response)
- How do you anticipate your sabbatical will make you a better educator? (response)
- How will your sabbatical improve your teaching and student learning? (response)
- What activities will help you meet the anticipated accomplishments of your sabbatical plan? (response)
- What is your anticipated timeline for accomplishing the activities of your plan? (response)
- What documentation will you provide for your activities and the completion of your sabbatical when you draft your sabbatical report? (response)

10. **Selection and Approval of Applicants.**

The college's Sabbatical Committee will meet and review all applicant leave plans, interview the sabbatical applicant(s), and provide one of three recommendations:

- a. A Sabbatical leave plan meets the purpose and criteria for sabbatical leave and is approved by the committee and forwarded to the College President.
- b. A Sabbatical leave plan is returned to the sabbatical applicant with a request for the applicant to meet enumerated conditions supplied by the committee by the deadline set by the committee and to resubmit. Should this occur, the committee will meet again to decide on the resubmitted application.
- c. A Sabbatical leave plan does not meet the purpose, deadline and/or criteria for sabbatical leave and is not approved by the committee and not forwarded to the College President.

11. **Sabbatical Committee and Application Process (applies to all three Sabbaticals)**

The Sabbatical Committee's above-referenced decisions shall be forwarded to the College President no later than the subsequent December 15 of the preceding academic year for a requested fall or winter sabbatical. The Committee's recommendations in this regard shall result from a majority vote of its Committee members. A copy of the Committee's recommendation and shall be given to the applicant at the time it is forwarded to the President.

After receiving the Sabbatical Committee's recommendations, the College President shall in turn make a recommendation to the Board of Trustees for consideration by the Board of Trustees. The College President's recommendation shall include the Sabbatical committee's recommendation, and may or may not concur with the Committee's decision.

The Board of Trustees will review all recommendations and provide the College President and the Chairperson of the sabbatical committee with written reasons for each award or rejection decision for each sabbatical recommendation it receives. The Chairperson of the Sabbatical Committee will relay the information to each applicant and invite those in receipt of sabbatical awards to the next scheduled public meeting where the Board of Trustees will announce Sabbatical awards.

12. **Sabbatical Return Requirements.** Upon returning from sabbatical leave, the faculty member shall submit a written report of the sabbatical work undertaken to the sabbatical committee and be prepared

to share the sabbatical objectives accomplished with the greater College community, upon their return including:

- Faculty Name
- Credential field(s)
- Year and semester(s) of sabbatical
- Name and title of supervising administrator
- Sabbatical abstract (covering objectives and results)
- Purpose of sabbatical
- Objectives accomplished
- Activities
- Results
- Documentation

The parties agree that failure of a faculty member to submit a complete report and share a complete report will lead to the sabbatical committee chairperson reaching out to the faculty member imposing a three (3) month deadline to complete reports and objectives. Failure to meet this deadline will result in the faculty member's:

- Forfeiture of 25% of the compensation they received during the sabbatical
- Be disqualified from any further sabbatical leaves for the remainder of employment at the college

13. Summer Sabbatical. This sabbatical must be taken during the summer months between the regular winter and fall academic semesters. The award of a full academic year or academic semester sabbatical does not preclude one from applying for or being granted a summer sabbatical. Summer sabbaticals are exempt from the six (6) year limitation described in Section 60. Funding for summer semester sabbaticals will come from the Carruthers Fund per the terms described in this Section. Compensation for summer sabbatical leaves shall be at the rate of up to \$7,000 or the actual cost of the sabbatical, whichever is less. Allowable expenses for sabbaticals shall include (but are not necessarily limited to): (1) tuition, if applicable; (2) mandatory fees; (3) travel expenses; (4) out-of-town housing costs; and (5) out-of-town meals. The housing and meals allowance shall not exceed the meals and housing allowances authorized by the "Standard Travel Regulation" then applicable to Michigan Employment Relations Commission mediators. Travel expenses shall be reimbursed per the "reasonably and necessarily incurred" standards set forth at Section 76 of this Agreement. It is understood by both parties that allowable sabbatical expenses pertain specifically to College employees only, and not to family members of the applicant.

Prior to commencement of a summer sabbatical leave awarded per this Section, the recipient shall receive a cash advance equal to ninety percent (90%) of the sabbatical compensation awarded to him/her. Receipts for all sabbatical expenses must be provided to the College within thirty (30) days after conclusion of the sabbatical leave. The balance of sabbatical compensation owed (if any) shall be paid to the faculty member within thirty (30) days after those receipts have been provided to the College. If a faculty member's 90% cash advance exceeds sabbatical expenses allowed per this provision, the faculty member will, within said thirty (30) day period, reimburse the College the excess amount. The College will promptly reinvest the reimbursed amount as principal of the Carruthers Funds.

Carruthers Fund. On or before June 30, 1988, the College will establish the "T. H. Carruthers III Sabbatical Endowment Fund" ("Carruthers Fund"). Upon its establishment, the Carruthers Fund will be endowed with a principal amount resulting from placement into the fund of: (a) certain Certificates of Deposit which, as of February 24, 1988, had a cash value of or exceeding \$82,000; and (b) proceeds resulting from the sale of certain shares of stock identified on a listing given to the Union on March 3, 1988, which shares of stock had a market value as of February 24, 1988, of or exceeding \$134,000. Said total principal amount shall be

invested by the College in Certificates of Deposit or other similar fixed interest-bearing instruments, generating annual or more frequent interest payments in accordance with the College's applicable investment practices and procedures. An accounting of the Carruthers Fund earnings for each College fiscal year shall be given to the Sabbatical Committee as soon as is feasible after completion of that fiscal year. Eighty percent (80%) of the earnings of the Carruthers Fund shall be made available to fund faculty sabbatical leaves in accordance with the procedures and criteria of this provision; the remaining twenty percent (20%) of such earnings shall be invested as additional principal of the Carruthers Fund. The number of members awarded a summer sabbatical shall be limited by the funds available in the Carruthers Fund.

The sabbatical-funding 80% portion of each fiscal year's earnings of the Carruthers Fund shall be available for sabbatical so awarded per applications received during the College's following academic year. Any portion of said earnings which are not then awarded due to lack of sufficient numbers of applications deemed by the Sabbatical Committee to be meritorious shall be available for award per applications received during the next following academic year(s).

14. Sabbatical Committee Funding

The College will maintain a sabbatical fund equivalent to four single semesters' faculty replacement costs, to be replenished at the end of the fiscal year if funds fall below the target and as funds are available.

At the end of the fiscal year in which the sabbatical funds have been included in the Proposed Budget, the sabbatical funds will be transferred to the College's Designated Fund to be held and used to fund the temporary replacement employee or employees to teach the equivalent of the full-time faculty member's load for either a full academic year (defined above) or single academic semester inclusive of all expenses (e.g. benefits, third party administrator, etc.) in the fiscal year in which the sabbatical was approved.

ARTICLE XV

PROFESSIONAL COMPENSATION

Section 61. Compensation. Bargaining unit shall be compensated in accordance with the salary schedule attached hereto as Appendix A. Bargaining unit members hired by the college to commence work on or after the effective date of this Agreement shall be accorded placement on the Salary Schedules attached as Appendix "A" in accordance with the following. New hires with teaching experience at an accredited four-year college or community college shall receive one "Step" of credit on that salary schedule for each full academic year of such experience, up through ten (10) "Steps" of such credit. New hires who have taught on a part-time basis in such a college/community college shall receive one (1) "step" of salary schedule credit for each thirty (30) "equated hours" of such experience, as that term is defined in this Agreement, up through ten (10) "Steps" of such credit. The College need not give a pro-rata or partial credit for any increment of such experience of less than thirty (30) equated hours. The College reserves the discretion to award "Steps" of credit in excess of the foregoing mandatory levels both for outside teaching experience and with respect to nonteaching experience.

Only such experience as is disclosed and evidence of that experience as is given to the College during the initial hiring procedure will be considered for purposes of awarding salary schedule credit. Once a hiring recommendation respecting a particular candidate has been made to the Board of Trustees by Administration, no teaching or work experience which occurred prior to that recommendation will be considered for purposes of salary schedule credit, even if such experience would have resulted in additional such credit if it had been timely disclosed.

After hire and at the beginning of each new academic year, one "Step" of credit on the relevant salary

schedule shall be accorded for each year of bargaining unit member's experience at the College. To qualify for compensation as a Specialists Degree or second Master's Degree as set forth on Appendix A requires at least thirty (30) semester hours of credit beyond a Master's Degree from an accredited graduate degree program.

In the event the College determines a need for an educator with a Master's Degree in a specified academic discipline, the College may approach a Bargaining unit member with a Master's Degree and request the employee continue their education to attain an additional Master's Degree in the specified discipline. Upon successfully attaining 18 credits toward the additional master's degree in the approved and specified discipline, the employee shall receive a salary increase of 2.25% above the applicable Master's Degree Step in Appendix A, which shall continue until the employee attains the second Master's Degree. In the event the current accreditor recommendations for determining qualified faculty change, the bargaining unit member agrees to successfully complete the necessary coursework as required to maintain accreditation requirements and corresponding additional compensation.

For purposes of the preceding paragraphs, the terms "... accredited ... degree program" shall be interpreted to refer to a degree program accredited by one of the seven national accrediting associations of which North Central Accreditation is a part, including Middlestate Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, the Southern Association of Colleges and Schools for Colleges and Occupational Education Institutions, and the Western Association of Schools and Colleges for Senior Colleges and Universities and Community and Junior Colleges. Foreign universities accredited by the above associations are included in this definition.

A current listing of regional accrediting organizations can be found at the Council of Higher Education Accreditation website (www.chea.org).

When a bargaining unit member receives a doctorate, specialist, second master's degree, master's degree, or bachelor's degree, said additional compensation shall be paid to such bargaining unit member at the beginning of the first College semester commencing after the employee furnishes to the College written evidence that the degree has been conferred. If a member is enrolled in an accredited degree program as set forth above and that program loses accreditation before the member completes the degree, the College and the Association will jointly determine if additional compensation shall be paid if the unaccredited degree program is completed.

Section 62. Payroll Periods. A bargaining unit member may elect to have his/her contractual salary paid in twenty (20) or twenty-six (26) equal installments. Such election shall be made prior to the issuance of individual contracts, or no later than August 15 of each year. A bargaining unit member who elected twenty-six (26) equal installments may ask to have the remainder of his/her salary in one payment at the end of the school year by notifying the business office by April 15. Paychecks for the first installment of a bargaining unit member's annual salary each contract year shall be made available on the College's first regular pay day occurring after September 1 of that contract year.

Section 63. Overload Compensation. Classroom and laboratory instructional employees who are assigned an "overload" as that term is defined in Section 49, (Classroom/Lab Instructor Loads) hereof shall receive overload compensation. The contact hour overload compensation rate will one and three-quarters percent (1.75%) Step 1 of the 2 Masters Salary Schedule column in Appendix A.

The College shall, in advance of each semester, solicit requests from bargaining unit members who wish to teach available courses within their qualifications on an overload basis. The College shall make all reasonable efforts to consider and comply with such requests before hiring part-time or other non-unit employees to teach such courses.

No bargaining unit member may carry an overload of more than six (6) contact hours during the Fall semester, and six (6) contact hours during the winter semester unless requested by the College and agreed to by the bargaining unit member and the Association or unless a unit member requests additional overloads and the College and the Association agrees.

No bargaining unit member may carry more than nine (9) contact hours during the summer semesters unless requested by the College and agreed to by the bargaining unit member and the Association or unless a unit member requests additional overload and the College and Association agrees.

Section 64. Counselors' Compensation. Within the parameter of the forty-four (44) week long work year, the Counselor's work schedule will be determined for the academic year by the Counselor's supervisory Vice President or their designee, in consultation with the Counselor, taking into primary consideration efficient service to students, with the goal of establishing a work schedule which most effectively serves their needs. It is understood that the counselor will be scheduled for summer vacation up to three-week blocks if possible and desired. It is understood that, if deemed necessary by the College, good faith efforts will be made to fill a vacancy in a timely manner, not to be unreasonably denied.

Section 65. Librarian's Compensation. Within the parameter of the forty-four (44) week long work year, the Librarian's work schedule will be determined for the academic year by the Librarian's supervisory Vice President or their designee, in consultation with the Librarian, taking into primary consideration efficient service to students, with the goal of establishing a work schedule which most effectively serves their needs. It is understood that the Librarian will be scheduled for summer vacation up to three-week blocks if possible and desired. It is understood that, if deemed necessary by the College, good faith efforts will be made to fill a vacancy in a timely manner, not to be unreasonably denied.

Section 66. Compensation for Additional Responsibilities. When, at the College's request, there are additional responsibility assignments agreed upon between the bargaining unit member, the Association and the College, additional compensation will be determined as follows:

One (1) hour of release time or overload per hour of expected average weekly hourly effort per the associated job description per sixteen-week academic semester, subject to the maximum as defined in Section 63. Overload Compensation.

Probationary unit members will not be asked to take on additional responsibilities as determined in this Section without approval from the Association.

ARTICLE XVI

INSURANCE COVERAGE

Section 67. Health Insurance. The College shall pay the annual medical benefit costs inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) or flexible Spending Account (FSA) funding for each eligible enrolled bargaining unit member as elected by the bargaining unit member through MESSA in the amounts of:

- \$7,750 for single-person coverage
- \$16,200 for individual and spouse or one dependent coverage
- \$21,010 for family coverage.

(Or)

- Subject to the maximums as set forth by the 2011 Public Act 152, as amended (MCL 15.561-15.569) when hard cap is in effect, as invoiced by MESSA.

The Association and its members understand and agree that if a member elects coverage with a medical plan with premium costs:

- higher than this College paid amount, the excess will be deducted from members' bi-weekly payroll on a pre-tax basis for each annual benefits year to pay for their elected medical insurance premium on each monthly invoice.
- lower than this College paid amount the College will place this difference into a health saving account, if established by the eligible employee, up to the legally allowable maximum.

It is understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual Association members.

For the 2023 medical benefit plan coverage year, bargaining unit members shall implement with MESSA, the following MESSA medical plans available in MESSA Packages:

1. MESSA Package 1 *Choices, \$500/1000, 0% Coinsurance, OL/OV/SV Copay \$5/\$5/\$5, UC/ER Copay \$10/\$25, Rx Coverage Saver Rx, EA1 rider*
2. MESSA Package 2 *Choices, \$1000/2000, 10% Coinsurance, OL/OV/SV Copay \$20/\$20/\$20, UC/ER Copay \$25/\$50, Rx Coverage Saver Rx, EA1 rider*
3. MESSA Package 3 *ABC Plan 1, \$1500/3000, 0% Coinsurance, OL/OV/SV Copay \$0, UC/ER Copay \$0, Rx Coverage ABC Mail, EA1 & HEQ rider*
4. MESSA Package 4 *ABC Plan 2, \$2000/4000, 10% Coinsurance, OL/OV/SV Copay \$0, UC/ER Copay \$0, Rx Coverage ABC Rx, EA1 & HEQ rider*

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA/FSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

Annually, the Association shall elect and implement the MESSA medical plan options that will be available beginning January 1, of each subsequent year with MESSA.

Section 68. Section 125 Plan. The College will at its expense offer, in accordance with Internal Revenue Code Section 125, bargaining unit members the ability to elect either the above-described health insurance coverages, or in lieu thereof to receive additional cash compensation equal to \$3,500 annually. To qualify for cash in lieu of medical plan compensation under this section, the bargaining unit member must provide a current certificate of medical coverage from an alternate medical insurance provider detailing the bargaining unit member is covered by medical insurance not supplied by the College. If the bargaining unit member loses medical coverage, they will be given the option to enroll in a medical plan and cash compensation under this section will cease when medical coverage begins.

The bargaining unit member's health care coverage premium(s) contribution will be payroll

deducted, in equal bi-weekly monthly amounts from each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding.

Eligible bargaining unit members (**electing a non-qualified high deductible health care plan**) may elect to contribute, through payroll deduction and electronic transfer, additional money towards their flexible spending account up to the maximum amounts allowed by the qualified Section 125 Plan.

Sections 69. Dental and Vision Insurance. Dental and Vision coverage for bargaining unit members and their eligible dependents shall be the Dental plan elected and implemented by the Association. It is understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual Association members.

The current Dental and Vision plans are:

MESSA Delta Dental plan
100/90/90/90, 2 Cleanings, Sealants
Annual Max \$1500
Lifetime Max UCR
VSP3 Plus P

Section 70. Long-Term Disability. The College shall provide at its cost, on behalf of all bargaining unit employees Long-term Disability Insurance coverage. Regarding such coverage, the College shall be obligated only to tender premiums, it being understood that the carrier shall make all decisions about application procedures and the insurability of individual Association members.

The Current LTD Coverage is:

MESSA LTD Benefit
70% Max \$6,000
Max Monthly Salary \$8,571 Waiting
Period 90 CDMF Alcohol/Drug 2 Year
Limitation Mental/Nervous 2 Year
Limitation Soc. Sec. Offset Family
Own-Occupation 2 Years
Pre-Exist Cond Waived COLA
No
SSFfreeze Yes

Section 71. Life Insurance and AD&D Coverage. The College shall provide at its cost, on behalf of all bargaining unit employees term life insurance. In the event of accidental death, said insurance shall pay double the insured amount; in the event of accidental dismemberment, the insurance shall pay in accordance with the coverage schedule.

With respect to said coverages, the College shall be obligated only to tender premiums, it being understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees.

The current Life Insurance plan is:

MESSA Life Insurance

- a. 2X salary Max \$100,000 MESSA

AD&D Coverage

- a. 2X salary Max \$100,000

Section 72. College agreement to pay premiums. The AFPS Association shall decide on coverage needed for its members and implement such coverage beginning January 1, of each subsequent year with MESSA for insurance plans listed in sections 69 - 71. Once implemented, the College will pay the monthly premiums. The College will tender premiums only at the cost for the current coverage levels listed, any costs due to purchasing a higher level of coverage will be passed on to the bargaining unit members of the Association.

ARTICLE XVII

RETIREMENT

Section 73. Retirement. The College shall contribute on behalf of all bargaining unit employees to the Michigan Public School Employees Retirement Plan and Fund such amounts as are or may in the future be required by relevant state statute. If an eligible employee elects to participate in the North Central Michigan College Optional Retirement Plan ("ORP") instead of the Michigan Public School Employees Retirement Plan, the College shall contribute on behalf of that bargaining unit member the amounts specified by the ORP.

Section 74. Early Retirement Incentive Program. For the 2019-2020 and 2020-2021 academic years, the College will not offer any Early Retirement Incentive Program as a term of this Agreement. The Employer agrees that during the 2020-2021 academic year, it will evaluate whether to offer an Early Retirement Incentive for the 2021-2022 academic year, and will consult with and notify the Association whether an Early Retirement Incentive will be offered, and the terms and conditions necessary to qualify. The Association agrees that the Employer may include a condition that any payout under the Incentive Program shall be paid through an annuity rather than a lump sum cash payout. The remaining terms and conditions will be determined by the Employer during the 2020-2021 academic year.

Section 75. Phased Retirement. Any bargaining unit member who reaches the age of fifty-five (55) and who has not less than ten (10) years of full-time continuous service as a bargaining unit member at North Central Michigan College shall have the option to voluntarily participate in a phased retirement program if eighty percent (80%) or more of that time is as a unit member. The phased retirement program may last up to 4 regular academic year semesters (Fall and Winter). The bargaining unit member can officially retire from the College at the completion of any regular academic year semester during their phased retirement; however, the bargaining unit member must be officially retired by the end of the 4th academic semester of participation in the program. Every effort should be made by the participating bargaining unit member to inform the College at least one (1) semester ahead of their final retirement date. The decision to participate in the phased retirement program must be made in writing at least one (1) full academic semester in advance and is irrevocable once made by the member (e.g. written notice given before the start of a fall semester to participate in the program beginning in the winter semester).

During the phased retirement program, the participating bargaining unit member will teach a reduced load of at least fifty percent (50%) and no more than seventy-five percent (75%) of a full-time member's teaching load as defined in Section 49 each semester. The participating bargaining unit member will determine the percent load they wish to teach at least one (1) academic semester in advance; however,

the College may determine the specific course assignments. The salary to be paid to the bargaining unit member during participation in the phased retirement program will be their full year academic year salary as determined by Section 61, prorated at the percentage of full-time faculty load being taught each semester. Sick and personal days will continue to be awarded to the bargaining unit member; however, those days will be prorated at the percentage of full-time faculty load being taught as well. The full insurance benefit package as defined in Article XVI will be provided to the participating member and the College and the bargaining unit member shall continue to make their respective individual retirement (MPERS or ORP) and insurance premium payments for as long as the bargaining unit member participates in the program. Tuition free courses as defined in Section 79 will continue to be offered to the participating member. The participating member will continue to earn step credit for each full academic year of instruction.

Bargaining unit members participating in the program are not eligible to apply for sabbaticals, will not be required to participate on a College committee (but may volunteer to do so), and will not teach overload or summer semester courses unless requested by the College and agreed to by the member. A bargaining unit member cannot participate in both the Phased Retirement Program described in this Section and the Early Retirement Incentive described in Section 74.

ARTICLE XVIII
MISCELLANEOUS

Section 76. Professional/Business Travel and Mileage. Bargaining unit members shall be compensated for expenses reasonably and necessarily incurred by them as a result of travel on behalf of the College, or at approved conferences, seminars, workshops, or other professional meetings; provided, however, that any such travel and/or activities must be first approved in advance by the Vice President of Academic Affairs or their designee. Reimbursement of expenses so incurred shall be conditioned upon presentation of uniform expense documentation reasonably satisfactory to the College. Bargaining unit members authorized by the Dean of Instruction and Student Success or their designee to use their own automobile for such travel shall be compensated therefore at the then-applicable Internal Revenue Code authorized standard mileage rate for all miles necessarily driven in the course thereof.

If an instructor must drive more than ten (10) miles (one way) from their normal location of daytime employment in order to meet a class which constitutes an overload, that instructor shall receive an energy increment allowance as follows. The energy increment allowance shall be equal to 10.4 cents per mile for all miles driven (provided that the ten (10) mile one way minimum is met), shall be payable twice per semester, and shall be in addition to all mileage allowance set forth at Section 76 of this Agreement.

Beginning with the 2024-2025 fiscal year, the College will make available \$950 each year to each faculty member to use for purposes of Professional Development. These funds may be rolled over for up to 3 additional years (for a maximum of \$3800 in available funds) to be used for Professional Development activities. Funds not used within 4 years will be forfeited and shall revert to the College. The College agrees to set aside a portion of the unused/forfeited funds, not to exceed \$5,000 into a designated fund for use by faculty members for additional Professional Development (Professional Development Fund), subject to specific approval by the College. The remainder of the unused/forfeited funds shall revert to the College. The Parties acknowledge that Professional Development must be shared with other faculty and/or staff, and agree to work collaboratively to ensure that the College benefits from the investment made in Professional Development, by educational sharing of acquired knowledge through presentations made to other faculty,

staff, students and other appropriate persons.

Bargaining unit members may also use another member's current-year professional development/travel funds if the other member wishes to allocate their funds to another member. If a member leaves the employment of the College, any unused funds shall first be used to fund the Professional Development Fund, and the remainder, if any shall remit back to the College. If the College requests and a member agrees to attend a conference on behalf of the College, the College will pay for the member's conference and travel expenses out of College funds and not charge the member's professional development/travel funds.

Section 77. Equipment. The College shall continue as in the past to provide office space, a desk with lockable drawer, two chairs, and at least one file cabinet, bookcase, computer and telephone for each bargaining unit member. If it becomes necessary to require bargaining unit employees to share office space with any other employee, the least senior unit employee officed in a given building will be the first unit employee in that building required to share an office, and so on within that building in inverse order of seniority.

For coursework requiring students to use specialized equipment as agreed upon by the bargaining unit member and relevant Dean or their designee, the College will also provide the bargaining unit member(s) teaching that class with the same equipment (examples: graphing calculators for math and science instructors, appropriate calculators for accounting and office administration instructors, tablets or other portable devices for nursing and allied health instructors). In addition to the physical office equipment and computing device(s) provided to each bargaining unit member, the College will install and support appropriate software on these devices. This includes, but is not limited to, packages of word processing, spreadsheet software, communication software, and software for preparing presentations (example: Microsoft Office). In addition, specialized software required for coursework unique to a particular field (such as Accounting, Math/Statistics, Geographic Information Systems, Science, Graphic Arts) will be installed and supported by the College on those computing devices. It is the intent of this section that specifications for software and equipment will be provided by the Faculty member at least 30 days prior to the start of each semester.

Section 78. Bargaining Unit Facilities. The College shall continue as in the past to make available lavatory facilities for the exclusive use of all employees, including bargaining unit members. The Employer shall provide a centrally located staff and faculty lounge.

Section 79. Tuition-Free Courses. During each year of the contract, the College will make available, at no cost in tuition, up to a total of thirty (30) credit hours of NCMC courses per bargaining unit member be used by the bargaining unit member, spouse or dependent child(ren).

Section 80. Parking Facilities. The College shall continue as in the past to provide adequately lit and properly maintained parking facilities marked exclusively for staff and faculty member use at no charge; such facility shall contain spaces for all bargaining unit members. The College may require parking decals for each employee car, but shall furnish same at no cost to all employees requesting them.

Section 81. Meetings. All general faculty and professional staff meetings shall generally be scheduled between 8 a.m. and 5 p.m., Monday through Friday, and shall generally adjourn no later than 6 p.m. It is understood that all bargaining unit members are required to attend general faculty and professional staff meetings called by the President or Vice President of Academic Affairs, unless they are excused by mutual agreement of the College and the individual bargaining unit member.

Section 82. Safety. The College shall provide a safe work place for all bargaining unit employees. Tobacco use shall be governed by the current version of the College's Tobacco-Free Policy.

Section 83. Protective Supplies. The College shall provide protective/safety equipment for instructors including but not limited to: art, nursing, allied health, lab sciences, and vocational-technical education. This equipment may include (but is not limited to): aprons/lab coats/smocks, appropriate gloves and protective footwear, respirators, face shields/masks/goggles. In addition, the College will provide laundering service for used equipment or appropriate disposal of damaged or contaminated items.

Section 84. Emergency Conditions. In case of bona fide emergency conditions which render college buildings or other facilities unusable, the provisions of this contract regarding hours of schedules, maximum hours of contact or work per day or per week, daytime/nighttime ratios, weekday/weekend work or other restrictions on scheduling shall be suspended, but only for so long as such buildings or facilities continue to be unusable, or for such time as is reasonably required to compensate for the period of such unusability.

Section 85. Titles. A teaching bargaining unit member who has been awarded a Masters or higher degree from a recognized graduate degree program and who is a "Full Status" employee shall have the title of "Professor" and shall be entitled to use that title in all internal and external communications. All other teaching bargaining unit faculty members shall have the title of "Instructor."

Eligible bargaining unit members may be conferred emeritus status by the North Central Michigan College Board of Trustees. Such qualified emeritus candidates shall be comprised of faculty members, counselors, or librarians who have terminated their responsibilities as the result of retirement after a minimum of 20 years of service to the College AND who have demonstrated meritorious teaching, published research, or distinguished service to the college community.

Emeritus nominations are made by submitting a letter to the Vice President of Academic Affairs. Nomination letters should include suitable detail describing the nominee's qualifications and accomplishments. The Association or Administration may nominate qualified candidates.

The Vice President of Academic Affairs and the President of the AFPS will co-chair an ad hoc Emeritus Committee, comprised of full status faculty, Dean(s) and academic administration to evaluate and present an emeritus recommendation to the President.

The President will review and forward the committee's recommendation, along with the President's comments and recommendation to the Board of Trustees for consideration.

The Board of Trustees will approve/disapprove the recommendation of the President.

The Board of Trustees maintains the right to consider and confer emeritus status upon bargaining unit members who do not meet the years of service requirements due to death or other circumstances.

Any faculty member granted Emeritus status shall be given the rights and privileges listed below:

1. The title "Emeritus"
2. Staff parking at specified locations
3. Complimentary use of the Student and Community Resource Center

4. Attendance at departmental and College faculty meetings with voice but no vote
5. Participation in College ceremonies when appropriate
6. Listing in the College plaque and web directory
7. Complimentary passes to College-sponsored activities when possible
8. Continued use of College email address, including use of College email signature
9. If asked, the AFPS will provide business cards using the College's template

Section 86. Faculty Evaluation by Students. The Association recognizes that student evaluation of faculty and professional staff is an important factor in evaluating professional performance. The College agrees that such evaluations shall be used in consultation with bargaining unit members for the sake of enhancing professional performance and development. Such evaluations shall not be used as a basis for reprimands or other penalties or discipline without further investigation and substantiation through the College's published policies and procedures in cases where allegations of misconduct, including consistent substandard performance, have been made.

Section 87. Release Time Notification. The College agrees to provide written notice to the Association of any new Release Time Arrangements that are made with any bargaining unit member. Notice shall be given, as soon as practicable, to the Association President, or in their absence, the Association Vice President.

ARTICLE XIX
MASTER AGREEMENT:
INDIVIDUAL EMPLOYMENT CONTRACTS

Section 88. Individual Employment Agreements. Each bargaining unit employee shall receive an individual employment Agreement (Contract) from the College for each academic year of service.

Renewed individual agreements shall be distributed to bargaining unit members for their response by April 15 in accordance with Appendix B attached to this Master Collective Bargaining Agreement.

Written notice shall be furnished to the Association by the College 1) upon distribution to bargaining unit members, and 2) if members are nonresponsive by 7 days, so that the Association may communicate to bargaining unit members their responsibility to sign and return the annual employment agreement.

The College President's office shall contact non-responsive bargaining unit members using their College email and phone number as the deadline approaches.

Acceptance Procedure. Bargaining unit members shall accept by signing and returning the individual employment agreement by the agreement deadline.

Resignation Procedure. If a bargaining unit member wishes to resign their employment with the College, they shall do so by submitting a letter of resignation to their supervisor in lieu of returning this signed employment agreement.

ARTICLE XX
TOTAL AGREEMENT

Section 89. Total Agreement. It is the intent of the parties that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all benefits, terms and conditions of employment, rights or claims which may be asserted in arbitration, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, including past existent benefits, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplations of either or both of the parties at the time that they negotiated or signed this Agreement.

The parties agree that if during the life of this Agreement any of its provisions are found by a court of binding jurisdiction in a non-appealable determination to be illegal or otherwise contrary to law, such provision shall be deemed null and void, but the rest of this collective bargaining agreement shall remain in full force and effect. The parties will negotiate in good faith in an attempt to replace with a successor provision; provided, however, that in the event the parties are unable to achieve a replacement provision, the No Strike/No Lockout provisions of this Agreement (i.e.: Sections 22-24) shall remain in full force and effect.

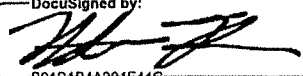
ARTICLE XXI
DURATION

Section 90. Duration. This Agreement shall be effective on September 1, 2023, and shall remain in full force and effect until 12:01 a.m., the 1st day of September 2028. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, ninety (90) days prior to the expiration that it desires to terminate, modify or amend this Agreement. Notice of desire or intent to terminate, modify or amend this Agreement, shall have the effect of terminating the entire Agreement on the expiration date unless before that date all subjects of amendment proposed by either party have been resolved by collective bargaining.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

NORTH CENTRAL MICHIGAN COLLEGE
ASSOCIATION OF FACULTY AND PROFESSIONAL
STAFF, NMEA/MEA/NEA

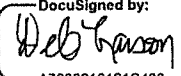
NORTH CENTRAL MICHIGAN COLLEGE DISTRICT

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Nathan Fleshman, President, NMEA

By 

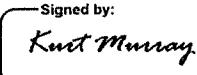
Dan Rasmussen, Chair, Board of Trustees

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Deb Larson, NMEA Staff Liaison

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James Shirilla, Chair, Personnel Committee

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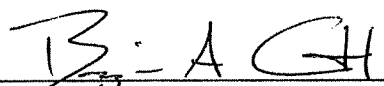
Kurt Murray, MEA UniServ Director, 14-B

By 

John Fought, Chair, Finance and Facilities Committee

By 

Chet Jessick, Chief Spokesperson, Negotiating Committee

By 

Ben Crockett, Negotiating Committee

By 

David Finley, Ph.D., President

Effective the 1st day of September 2023.

APPENDIX A
NORTH CENTRAL MICHIGAN COLLEGE
SALARY SCHEDULE

The Wage Grid proposed by the AFPS in Appendix A is acceptable to the College.

The salary grid for the life of the contract shall be adjusted as below:

- For academic school year 2023-2024: 4.0%
- For academic school year 2024-2025: 3.0%
- For academic school year 2025-2026: 3.0%
- For academic school year 2026-2027: 3.0%
- For academic school year 2027-2028: 4.0%

Bargaining unit members shall receive retro pay for the entire 2023-2024 school year. Employees hired after the beginning of the 2023-24 school year will receive retroactive pay back to their date of hire.

2023-2024

Steps	A	B	M	2M/S	D
1	\$ 52,578	\$ 57,167	\$ 62,003	\$ 65,783	\$ 69,565
2	\$ 54,681	\$ 59,452	\$ 64,483	\$ 68,415	\$ 72,343
3	\$ 56,867	\$ 61,833	\$ 67,062	\$ 71,153	\$ 75,238
4	\$ 59,142	\$ 64,304	\$ 69,746	\$ 73,998	\$ 78,248
5	\$ 61,509	\$ 66,879	\$ 72,535	\$ 76,958	\$ 81,378
6	\$ 63,968	\$ 69,552	\$ 75,416	\$ 80,037	\$ 84,634
7	\$ 66,528	\$ 72,333	\$ 78,454	\$ 83,235	\$ 88,018
8	\$ 69,190	\$ 75,227	\$ 81,591	\$ 86,566	\$ 91,541
9	\$ 71,956	\$ 78,237	\$ 84,855	\$ 90,027	\$ 95,203
10	\$ 74,833	\$ 81,366	\$ 88,251	\$ 93,631	\$ 99,007
11	\$ 77,824	\$ 84,623	\$ 91,781	\$ 97,375	\$ 102,970
12	\$ 79,771	\$ 86,737	\$ 94,074	\$ 99,809	\$ 105,544
13	\$ 81,766	\$ 88,903	\$ 96,427	\$ 102,305	\$ 108,182
14	\$ 82,583	\$ 89,793	\$ 97,391	\$ 103,328	\$ 109,263
15	\$ 83,810	\$ 91,127	\$ 98,837	\$ 104,862	\$ 110,886
16	\$ 84,649	\$ 92,038	\$ 99,825	\$ 105,910	\$ 111,994
17	\$ 85,906	\$ 93,406	\$ 101,305	\$ 107,483	\$ 113,660
18	\$ 86,764	\$ 94,340	\$ 102,319	\$ 108,558	\$ 114,797
19	\$ 88,054	\$ 95,742	\$ 103,838	\$ 110,170	\$ 116,502
20	\$ 91,133	\$ 99,092	\$ 107,474	\$ 114,027	\$ 120,581
21	\$ 92,044	\$ 100,083	\$ 108,548	\$ 115,166	\$ 121,786

2024-2025

Steps	A	B	M	2M/S	D
1	\$ 54,156	\$ 58,882	\$ 63,863	\$ 67,757	\$ 71,651
2	\$ 56,322	\$ 61,235	\$ 66,418	\$ 70,468	\$ 74,514
3	\$ 58,573	\$ 63,688	\$ 69,074	\$ 73,287	\$ 77,495
4	\$ 60,916	\$ 66,233	\$ 71,838	\$ 76,218	\$ 80,595
5	\$ 63,354	\$ 68,886	\$ 74,711	\$ 79,267	\$ 83,819
6	\$ 65,887	\$ 71,639	\$ 77,678	\$ 82,438	\$ 87,173
7	\$ 68,524	\$ 74,503	\$ 80,808	\$ 85,732	\$ 90,659
8	\$ 71,266	\$ 77,484	\$ 84,039	\$ 89,163	\$ 94,287
9	\$ 74,114	\$ 80,584	\$ 87,400	\$ 92,727	\$ 98,059
10	\$ 77,078	\$ 83,807	\$ 90,899	\$ 96,440	\$ 101,977
11	\$ 80,159	\$ 87,161	\$ 94,534	\$ 100,296	\$ 106,060
12	\$ 82,164	\$ 89,339	\$ 96,896	\$ 102,803	\$ 108,711
13	\$ 84,219	\$ 91,570	\$ 99,320	\$ 105,374	\$ 111,427
14	\$ 85,061	\$ 92,486	\$ 100,313	\$ 106,428	\$ 112,541
15	\$ 86,325	\$ 93,861	\$ 101,803	\$ 108,008	\$ 114,212
16	\$ 87,188	\$ 94,799	\$ 102,820	\$ 109,088	\$ 115,354
17	\$ 88,483	\$ 96,208	\$ 104,345	\$ 110,707	\$ 117,069
18	\$ 89,367	\$ 97,171	\$ 105,389	\$ 111,815	\$ 118,241
19	\$ 90,695	\$ 98,615	\$ 106,953	\$ 113,475	\$ 119,997
20	\$ 93,867	\$ 102,065	\$ 110,698	\$ 117,447	\$ 124,198
21	\$ 94,805	\$ 103,086	\$ 111,804	\$ 118,621	\$ 125,440

2025-2026

Steps	A	B	M	2M/S	D
1	\$ 55,780	\$ 60,648	\$ 65,779	\$ 69,789	\$ 73,801
2	\$ 58,011	\$ 63,072	\$ 68,410	\$ 72,582	\$ 76,749
3	\$ 60,330	\$ 65,599	\$ 71,146	\$ 75,486	\$ 79,820
4	\$ 62,743	\$ 68,220	\$ 73,993	\$ 78,505	\$ 83,013
5	\$ 65,255	\$ 70,952	\$ 76,952	\$ 81,645	\$ 86,334
6	\$ 67,864	\$ 73,788	\$ 80,008	\$ 84,912	\$ 89,788
7	\$ 70,579	\$ 76,738	\$ 83,232	\$ 88,304	\$ 93,379
8	\$ 73,404	\$ 79,809	\$ 86,560	\$ 91,838	\$ 97,116
9	\$ 76,338	\$ 83,002	\$ 90,022	\$ 95,509	\$ 101,000
10	\$ 79,391	\$ 86,322	\$ 93,626	\$ 99,333	\$ 105,036
11	\$ 82,564	\$ 89,776	\$ 97,371	\$ 103,305	\$ 109,241
12	\$ 84,629	\$ 92,019	\$ 99,803	\$ 105,887	\$ 111,972
13	\$ 86,745	\$ 94,318	\$ 102,299	\$ 108,535	\$ 114,770
14	\$ 87,613	\$ 95,261	\$ 103,322	\$ 109,621	\$ 115,918
15	\$ 88,915	\$ 96,677	\$ 104,857	\$ 111,248	\$ 117,639
16	\$ 89,804	\$ 97,643	\$ 105,905	\$ 112,360	\$ 118,815
17	\$ 91,138	\$ 99,094	\$ 107,475	\$ 114,029	\$ 120,581
18	\$ 92,048	\$ 100,086	\$ 108,551	\$ 115,170	\$ 121,788
19	\$ 93,416	\$ 101,573	\$ 110,161	\$ 116,880	\$ 123,597
20	\$ 96,683	\$ 105,127	\$ 114,019	\$ 120,971	\$ 127,924
21	\$ 97,650	\$ 106,178	\$ 115,158	\$ 122,180	\$ 129,203

2026-2027

Steps	A	B	M	2M/S	D
1	\$ 57,454	\$ 62,468	\$ 67,752	\$ 71,883	\$ 76,015
2	\$ 59,752	\$ 64,964	\$ 70,462	\$ 74,759	\$ 79,052
3	\$ 62,140	\$ 67,567	\$ 73,281	\$ 77,750	\$ 82,214
4	\$ 64,626	\$ 70,267	\$ 76,213	\$ 80,860	\$ 85,503
5	\$ 67,212	\$ 73,081	\$ 79,261	\$ 84,094	\$ 88,924
6	\$ 69,900	\$ 76,001	\$ 82,409	\$ 87,459	\$ 92,482
7	\$ 72,697	\$ 79,040	\$ 85,729	\$ 90,954	\$ 96,180
8	\$ 75,606	\$ 82,203	\$ 89,157	\$ 94,594	\$ 100,029
9	\$ 78,628	\$ 85,492	\$ 92,723	\$ 98,374	\$ 104,030
10	\$ 81,772	\$ 88,911	\$ 96,435	\$ 102,313	\$ 108,188
11	\$ 85,041	\$ 92,470	\$ 100,292	\$ 106,405	\$ 112,519
12	\$ 87,168	\$ 94,780	\$ 102,797	\$ 109,064	\$ 115,331
13	\$ 89,348	\$ 97,147	\$ 105,368	\$ 111,791	\$ 118,213
14	\$ 90,241	\$ 98,119	\$ 106,422	\$ 112,909	\$ 119,395
15	\$ 91,582	\$ 99,577	\$ 108,002	\$ 114,586	\$ 121,168
16	\$ 92,498	\$ 100,572	\$ 109,082	\$ 115,731	\$ 122,379
17	\$ 93,872	\$ 102,067	\$ 110,699	\$ 117,450	\$ 124,199
18	\$ 94,809	\$ 103,088	\$ 111,807	\$ 118,625	\$ 125,442
19	\$ 96,219	\$ 104,620	\$ 113,466	\$ 120,386	\$ 127,305
20	\$ 99,584	\$ 108,281	\$ 117,439	\$ 124,600	\$ 131,762
21	\$ 100,579	\$ 109,364	\$ 118,613	\$ 125,846	\$ 133,079

2027-2028

Steps	A	B	M	2M/S	D
1	\$ 59,752	\$ 64,966	\$ 70,462	\$ 74,758	\$ 79,056
2	\$ 62,142	\$ 67,563	\$ 73,281	\$ 77,750	\$ 82,214
3	\$ 64,626	\$ 70,269	\$ 76,212	\$ 80,860	\$ 85,503
4	\$ 67,211	\$ 73,078	\$ 79,261	\$ 84,094	\$ 88,923
5	\$ 69,901	\$ 76,004	\$ 82,431	\$ 87,458	\$ 92,481
6	\$ 72,696	\$ 79,041	\$ 85,705	\$ 90,957	\$ 96,181
7	\$ 75,605	\$ 82,202	\$ 89,159	\$ 94,592	\$ 100,027
8	\$ 78,630	\$ 85,491	\$ 92,723	\$ 98,377	\$ 104,030
9	\$ 81,773	\$ 88,911	\$ 96,432	\$ 102,309	\$ 108,192
10	\$ 85,043	\$ 92,468	\$ 100,292	\$ 106,406	\$ 112,515
11	\$ 88,442	\$ 96,168	\$ 104,303	\$ 110,661	\$ 117,019
12	\$ 90,655	\$ 98,571	\$ 106,909	\$ 113,426	\$ 119,944
13	\$ 92,922	\$ 101,033	\$ 109,583	\$ 116,263	\$ 122,942
14	\$ 93,851	\$ 102,044	\$ 110,678	\$ 117,426	\$ 124,171
15	\$ 95,245	\$ 103,560	\$ 112,322	\$ 119,169	\$ 126,015
16	\$ 96,198	\$ 104,595	\$ 113,445	\$ 120,360	\$ 127,275
17	\$ 97,627	\$ 106,149	\$ 115,127	\$ 122,148	\$ 129,167
18	\$ 98,602	\$ 107,212	\$ 116,279	\$ 123,370	\$ 130,460
19	\$ 100,067	\$ 108,805	\$ 118,005	\$ 125,202	\$ 132,397
20	\$ 103,567	\$ 112,612	\$ 122,137	\$ 129,584	\$ 137,032
21	\$ 104,602	\$ 113,738	\$ 123,358	\$ 130,879	\$ 138,402

APPENDIX B
BARGAINING UNIT INDIVIDUAL EMPLOYMENT AGREEMENT

This is an employment agreement between North Central Michigan College of Emmet County, Petoskey, Michigan ("College") and _____ ("Bargaining Unit Member").
The College hereby employs the Bargaining Unit Member, and the Bargaining Unit Member hereby accepts employment with the College willingly and with genuine assent on a full-time basis as assigned according to the terms and conditions set forth herein,

1. Academic Year.: _____ - _____.
2. Individual Contract Duration. September 1 through August 31 of the academic year listed in #1 with a contractual obligation to attend any Welcome Back Week as scheduled (Prorated for hire dates after September 1st.)
3. Title. Instructor Professor Counselor Librarian
4. Assignment. The Bargaining Unit Member shall be subject to job duties and assignments at the discretion of the President of the College and its Board of Trustees; provided, however, that such assignment(s) shall not be contrary to the Master Collective Bargaining Agreement in effect between the College and the North Central Michigan College Association of Faculty and Professional Staff, NMEA/MEA/NEA. The Bargaining Unit Member represents that they are qualified to legally perform and shall faithfully discharge their job duties.
5. Compensation. In consideration of the Bargaining Unit Member's discharge of said job duties during the term hereof, the College shall compensate the Bargaining Unit Member in the amount of _____ Dollars (\$_____) (Prorated for hire dates after September 1st) and payable in (Select one) [20] [26] equal installments. It is understood and agreed that a Bargaining Unit Member may, by notice given to the College business office on or before April 15, elect to receive at the end of the Spring semester the unpaid remainder of their compensation minus applicable deductions.
6. Benefits. Insurance, paid time off and negotiated benefit coverages shall be provided by the College to the Bargaining Unit Member through August 31 of the academic year listed in #1 whereby the Bargaining Unit Member completes the full-time assignment according to #4 above.
7. Status.
 Full Time: The Bargaining Unit Member and the College acknowledge and agree that the employment relationship here established is subject to all terms and conditions of the Master Collective Bargaining Agreement referenced above.
 Probationary: The Probationary Bargaining Unit Member acknowledges and agrees that as a Probationary employee, they may, in the discretion of the President of the College be disciplined or terminated for any reason or without cause, and without regard to the provisions of the Master Collective Bargaining Agreement referenced above.

Acceptance Signature and Date.

It is the responsibility of the Bargaining Unit Member to return this executed document to the Office of the President of the College within 15 days of receipt (which is on or before _____, 20____).

Failure by the Bargaining Unit Member to sign and return this Agreement by the due date above shall be deemed to constitute non-acceptance of same by the Bargaining Unit Member, and the offer of contract here embodied shall be deemed withdrawn as of said date except in cases of illness or injury preventing timely signature.

Accepted and Agreed:

NORTH CENTRAL MICHIGAN COLLEGE

President Date

Bargaining Unit Member Date

APPENDIX C

NORTH CENTRAL MICHIGAN COLLEGE FACULTY PROFESSIONAL DEVELOPMENT PLAN

North Central Michigan College

This professional development plan is to identify activities and/or strategies I will use in maintaining currency in my credential field and in teaching and learning skills. This plan may include activities that go beyond maintaining currency.

Faculty Member Name _____ Credential Field * _____

My plan covers the _____ academic year(s). Period from _____ to _____.
My plan addresses the following components:

(Check all that apply)

A. Content knowledge and skill in the discipline/program.

Example: Learning new technology or methodologies; scholarship reading/researching or studying in content field, computer software training, writing skills workshop, communication/interpersonal relations training, attain professional certifications/license.

B. Teaching methods and instructional strategies.

Example: Classroom management, curriculum development, learning styles, on-line delivery, learning communities, cultural and diversity enrichment.

C. Related work experience.

Example: Business/industry internships, relevant summer employment, observation or special project(s) with employers.

D. Study appropriate to the higher education environment.

Example: Advancement of academic credentials, researching, publishing, grant writing, conference participation and sabbatical planning.

E. Service to the college and the greater community.

Example: Active participation in service learning, ~~Rotary, Chamber of Commerce groups~~, leadership in professional organizations, leadership in college committees, working with youth in academic skills development.

F. Other components, such as program review, assessment, or other appropriate projects: _____

Describe the activities and expected outcomes for each component checked above:

(ADD ADDITIONAL PAGES AS NECESSARY)

____ **A. Content knowledge and skill in the discipline/program:**

Anticipated completion timeline: _____

____ **B. Teaching methods and instructional strategies:**

Anticipated completion timeline: _____

____ **C. Related work experience.**

Anticipated completion timeline: _____

____ **D. Study appropriate to the higher education environment:**

Anticipated completion timeline: _____

____ **E. Service to the college and the greater community:**

Anticipated completion timeline: _____

____ **F. Other components, as appropriate:**

Anticipated completion timeline: _____

Faculty Member's Signature _____ Date: _____

Date of Consultation with Dean: _____

Dean's Signature _____ Date _____

____ This plan does include the suggestions discussed during consultation.

____ This plan does not include the suggestions discussed during consultation.

Comments and/or additional consultation meetings

APPENDIX D
YOUR RIGHTS
Under the
FAMILY AND MEDICAL LEAVE ACT OF 1993
EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

7 16 2024 MOU regarding use of faculty created course materials (To be signed as a separate document):

In the event the College desires to use a faculty member's created course materials and such use will result in the reduction of the faculty member's workload below 21 contact hours in a semester (15 base contact hours plus 6 overload contact hours), the College will provide notice of its intent to the faculty member, and the College, the impacted faculty member, and AFPS will meet and discuss the use of those materials. Should the impacted faculty member voluntarily agree to the College's intended use, a meeting to discuss the issue will be unnecessary.