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, 2019

Through

August 31, 2023

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AGREEMENT

This Agreement entered into effective the 1st day of September 2019, between the NORTH CENTRAL MICHIGAN COLLEGE DISTRICT, hereinafter referred to as the "Employer," 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 District, 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 and 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 and will be exercised by the Employer so as to maintain the College as efficiently and at the lowest cost possible, consistent with relevant statutes and with this Collective Bargaining Agreement. Except as expressly limited in this Agreement, the Employer 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 Employer 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 Association, but shall also have the right to study and use such improved methods

and techniques for provision of service and instruction as the Employer may determine to be appropriate for the advancement of the College.

The Employer 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 this Collective Bargaining Agreement.

ARTICLE III
UNION SECURITY/FINANCIAL RESPONSIBILITIES

Section 3. Nondiscrimination. Pursuant to the Michigan Public Employment Relations Act, the Employer 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 employer undertakes and agrees that it 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 it will not be discriminatory toward or against any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association of collective professional negotiations with the Employer, or by his/her institution of any grievance, complaint or proceeding under this Agreement.

The Employer shall not discriminate against any bargaining unit employee because of race, color, religion, sex, sexual orientation, national origin, age, height, weight, marital status or familial status or disability which does not interfere with the individual's ability to perform the job in question.

Section 4. Financial Responsibility.

(a) 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 his/her salary, start date and employment full-time/part-time status reported to the Association President so that each new hire will have the opportunity to voluntarily join the Association.

Section 5. Checkoff.

(a) During the life of this Agreement, the Employer agrees to deduct uniformly assessed Association membership dues to the extent permitted by law, from the pay of each employee who executes and files with the Employer, through the Association, a proper checkoff authorization form supplied by the Association. The Employer agrees to provide this service without charge to the employee or the Association.

(b) A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation or service fees are to be deducted hereunder shall be delivered to the Employer 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 employee's signature will be returned to the Association by the Employer.

(c) Deductions for dues shall be made each pay period, in standard amounts only, provided the employee has sufficient net earnings to cover the dues. In the event an employee 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.

(d) In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association's Bylaws, refunds to the employee will be made by the Association.

(e) The Association shall notify the Employer in writing of the proper amount of dues and by any subsequent changes in such amounts.

(f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(g) The Employer 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 Employer harmless for any and all claims, expenses or legal fees arising out of its agreement to deduct dues.

ARTICLE IV
ACADEMIC FREEDOM AND RESPONSIBILITY

Section 6. Academic Freedom. Each bargaining unit employee shall have the freedom to report the truth as s/he sees it, both in classroom/counseling situations and in associated publication. There shall be no restraints which unreasonably impair instructor's ability to present his/her subject matter in this context. It is recognized that such freedoms are subject to relevant obscenity statutes and rulings of courts of binding jurisdiction. The employee or employees involved shall indemnify and hold the Employer harmless from any damages or costs incurred by the Employer in conjunction with any defamation action brought against the Employer as a result of statements or allegations made by an employee.

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

The College recognizes that the AFPS may be affected by decisions made with respect to internet filtering and related policies, and agrees that a committee made of representatives of Association members, Technology employees and Academic officers shall be created to provide input regarding decisions regarding the analysis and consideration of available options. Any recommendations made by the committee are subject to review by the Employer, 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.

Section 7. Academic Responsibility. Each bargaining unit employee shall devote to his/her assigned duties time and effort sufficient to assure the competent discharge of the same. All instructors shall be obligated to devote adequate time and effort, in addition to classroom or other student contact hours, to assure the offering of professionally competent instruction. It is understood and agreed that all instructors shall discharge duties reasonably related to their classroom instruction or other assignments, including but not limited to utilization of the Learning Management System for all syllabi, grading and assessment functions,

including preparation of course syllabi, the maintenance of accurate course information and documentation of grades and incompletes. The College will provide Professional Development for all of the above activities or duties. Instructors are further responsible for the assessment of student learning in conjunction with the College, furnishing of data required by relevant chemical hazard right-to-know legislation, responding to questions and giving reasonable input regarding curriculum development. Such duties will be discharged in a timely manner. Each bargaining unit employee will serve on at least one college committee each semester. All bargaining unit employees shall at all times during the discharge of their assigned duties conduct themselves in a professional, respectful and responsible manner.

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.

(a) 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 Employer.

(b) 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 Employer for any costs or damages incurred during or resulting from such use.

(c) 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 employer owned electronic communication devices.

Section 11. Information Requests. The Employer 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 Administration 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.

Section 12. Personnel File. A bargaining unit member shall be entitled upon written request to review up to twice each semester his/her 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 his/her assigned duties. The unit member shall be entitled to receive copies of any material contained in his/her 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 his/her 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 Employer (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 his/her 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. Members of the Association of Faculty and Professional Staff shall be granted an aggregate total of seven days per academic year of release time; such time shall be for the purpose of transacting association business and shall be granted without loss of salary and benefits. The Association President will notify the appropriate Dean, in writing, a minimum of two working days in advance of the desired dates. Employees on paid Association Days 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. An employee with a grievance may discuss the matter with the College President or his/her designee with the object of resolving the matter informally. The employee may, at his/her request, have an Association designated representative present at that meeting. It is understood that this step is not mandatory.

Step II. Written Procedure. If the grievance is not satisfactorily resolved at the verbal step, or if the verbal step is bypassed, 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 employee and by an Association Representative and presented to the College President or his/her 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. The College President or his/her designee shall place his/her written disposition and explanation thereupon and shall return same to the Association Representative involved within fourteen (14) calendar days of the date it was presented to him/her.

Step III. Appeal. If the grievance is not satisfactorily resolved at Step II, it may be submitted to the Office of the College President within fourteen (14) calendar days following receipt of the College President's answer in Step II. 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 representatives of the Employer and the Association, at which the aggrieved employee may be present. Either party may have non-employee representatives present, if desired. The Employer shall place its written answer on the grievance within fourteen (14) calendar days after the meeting and shall return the grievance to the Association.

Section 16. Arbitration Request. The Association may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within fifteen (15) calendar days following receipt of the Employer's disposition in Step III.

Section 17. Selection of Arbitrator. Any grievance may be submitted to one arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, 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.

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 him/her. The arbitrator shall at all times be governed wholly by the terms of this Agreement and s/he 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 his/her limitations of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement. The arbitrator recognizes that the Employer 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.

Section 19. Arbitration Binding. Arbitration awards shall be final and binding on the Employer, Association, and employees. However, each party reserves the right to challenge, through civil litigation only, arbitration or awards thereunder if the arbitrator has exceeded his/her jurisdiction or has arrived at his/her 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 Employer's last answer made. If the time limits are not followed by the Employer, 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 Employer and the Association.

(d) The Employer acknowledges that only the Association shall have the right to assert and press against the Employer any claim, proceeding or action asserting a violation of this Agreement.

Section 22. No Strike Pledge. The parties, including the individual members of the Association, acknowledge that continuous and uninterrupted provision of services by the Employer and orderly collective bargaining relations between the Employer 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 Employer 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 Employer 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. No Lockout. The Employer 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 Employer, including authorized leaves of absence, beginning on the date s/he reports for duty after last being hired by the Employer. 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 and Student Success 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 Employer. The Vice President of Academic Affairs and Student Success 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 and Student Success 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 Administration without just and reasonable cause; Administration 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.

I. 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:

(a) Years one -three:

i. Evaluator and Mentor will assist in providing professional development appropriate to North Central as an institution and to the new employee's discipline itself;

ii. Evaluator and Mentor will each observe and formally evaluate the new Employee's teaching at least once each semester (see guidelines below);

iii. 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).

(b) Year four:

i. Evaluator and Mentor will assist in providing professional development appropriate to the employee's discipline itself;
ii. 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;
iii. 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.

iv. 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;
v. Vice President of Academic Affairs and Student Success submits a summary and recommendation to the President by January 24th.
vi. 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.

II. Full Status Faculty. In the past, faculty beyond the probationary period have not been formally evaluated. This section exclusively addresses the requirements of accreditors. All full status faculty members may be subject to periodic evaluation, as minimally necessary, for the sole purpose of obtaining and maintaining accreditation for the applicable curriculum, program, discipline or institution. The specifics regarding the evaluation process will be determined by mutual agreement of the Association and the College, subject to the requirements of the accrediting entity.

Absent specific language from the accreditor to the contrary, evaluation will be peer-reviewed as determined by the Association. These peer-reviewer positions will fall under Article XII. In the spirit of shared governance, the parties welcome input from each other regarding the accreditor and accreditation process.

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

(a) She/He resigns;

(b) She/He is discharged for just and reasonable cause;

(c) She/He is absent for five (5) consecutive working days without notice to the Employer within such time of the reasons for, and excuse by the Employer of, such absence, unless the giving of such notice is impossible;

(d) She/He fails 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) She/He fails 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) She/He is on layoff status consecutively for two (2) calendar years or the length of his/her seniority whichever is less;

(g) She/He retires.

Section 30. Part-time and Temporary Employees. The Employer 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 Employer, as well as to any such 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 Employer 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 and Student Success 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 and Student Success 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 Employer 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 his/her name to the notice posted in accordance with the foregoing Section. In filling such vacancy, the Employer 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 Employer 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 Employer, the Association and the individual so assigned.

Section 37. Temporary Assignments. The Employer 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 Employer, the Association and the individual so assigned. Bargaining unit employees shall not, for the duration of any such temporary assignment, suffer any diminution in pay or benefits.

ARTICLE IX
STAFF REDUCTION AND RECALL

Section 38. Reductions in Staff. If the Employer determines that circumstances require staff reductions, the Employer 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. Employees 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 Employer. The Association President shall, on the same date the notices are issued to affected employees, 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 employee's last known address as reflected on the Employer's records. The notice shall set forth the date the recalled employee is expected to return from work. Each employee shall be responsible for furnishing his/her current address and telephone number to the Employer's Office of Human Resources.

Section 41. Assignments to Avoid Layoff. In the even the Employer 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 Employer shall not be required by virtue of this provision to institute any additional such classes. The Employer shall determine which such classes are to be so offered to the bargaining unit employee. The Employer 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 Employer 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 Employer 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 Employer 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 s/he 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 his/her 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 his or her election, attend the divisional meeting for any or all of the divisions in which he or she instructs.

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;

Section 43. Calendar. The work year will consist of a maximum of 167 days, which shall include days for non-instructional purposes, such as class preparation, student advising and in-service seminars. The employer 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.

As in the past, faculty may be required to report for the fall semester during the week before Labor Day; as in the past, fall semester student classes will begin following the Labor Day weekend, and will terminate before December 25th. Faculty may be scheduled to report for the winter semester not later than the Monday of the fourth full week and after the end of the fall semester; winter semester student classes will begin not later than Monday of the fifth full week after the end of the fall semester. 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 quarter-day increments).

ARTICLE XI
INSTRUCTIONAL YEAR

Section 44. Instructional Year/Duties. The instructional year for all bargaining unit employees, except nursing instructors, shall consist of a fall and a winter semester. The normal work year for Librarians shall consist of forty-four (44) weeks. Nursing instructors shall be subject to summer session assignment in accordance with the provisions of the Summer Session section of this Agreement. Individual employment contracts issues to bargaining unit employees shall be consistent with the foregoing. It is understood that all bargaining unit members 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.

Counselors shall continue as in the past to 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 effected in areas of responsibility already assigned to that counselor.

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 Employer. Except with respect to nursing instructors working during summer sessions as per the provision below, the provisions of this collective bargaining agreement shall not apply during such summer sessions. The Employer 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 Employer 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.

Any other provision of this Master Agreement notwithstanding, the Employer may continue, as in the past, to schedule nursing instructors to work during the summer session. Any instructor so scheduled for such summer session shall, in lieu of summer break, be entitled to receive an eight (8) week break during the academic year.

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 and Student Success, 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 administration will create a job description with specific requirements and time estimations for the position and with input from the Association and relevant member(s). If the position is offered to and accepted by a member of the Association, the specific terms and conditions of the appointment must be agreed to by the administration, the member, and the Association. In the event that a member of the Association 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 member holding a leadership position has been compensated for such a position, the member will provide a log of the hours actually expended in the performance of that role to the administration 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 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 and Student Success, Dean or Associate Dean and the faculty member who served as a Lead Instructor to

ensure that the faculty 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 Administration acknowledges that effective program coordination and the pursuit of excellence entails current knowledge of emerging scholarship and best practices in the discipline. Accordingly, the Administration 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 faculty 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 member, the administration, 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 Administration; 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. An employee 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 his/her 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. An employee 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 his or her 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 Employer'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 his or her 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 an employee is assigned duties on a Saturday or Sunday, s/he 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 Employer shall not be entitled to assign a bargaining unit employee 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 employee 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) An employee 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

employee, 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 employees 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 Administration 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) "equated hours" of instruction during each semester of a two-semester (Fall and Winter) academic year. For purposes of computing "equated hours" in accordance with the foregoing, the following ratios shall be applied:

Each Contact Hour Per Week Of:	Results in the Following Number of Equated Hours:
Lecture Sections	One (1)
All Laboratories	One (1)

(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. 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 his/her discipline. Notwithstanding the foregoing, each faculty member will teach a minimum of nine (9) contact hours each semester as part of his/her 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 employee 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 faculty 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.

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

(i) On-Line and Hybrid Courses. No more than twenty-two (22) 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.

Section 51. Office Hours. All bargaining unit employees 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 his/her 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 his/her 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 his/her discretion.

ARTICLE XIV
LEAVES OF ABSENCE

Seniority shall continue to accumulate and an employee's employment status shall continue for the duration of leaves of absence in accordance with Sections 53 through 59. Except to the extent that leave is that to which an employee is entitled by the Family and Medical Leave Act ("FMLA"), leave time taken in accordance with the provisions of Sections 54 through 62 must be taken/recorded in increments of no less than one-half (1/2) day per incident. For purposes of the foregoing, any absence from duty occurring before 12:00 noon shall constitute one-half (1/2) day of leave, and any absence from duty occurring after 12:00 noon shall constitute one-half (1/2) day of leave, without regard to the actual number of hours of assigned duties involved. An employee returning from leave under this Article shall be returned to an assignment within the same job classifications which was held prior to the leave. It is understood that part-time employees occupying positions within the qualifications of the returning full-time bargaining unit member will be displaced, if necessary, to restore the returning member to a full-time position.

Section 52. Family and Medical Leave Act. The parties recognize that the College is subject to 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.

Employees and the College are each entitled to require that Paid Personal Leave be substituted for any unpaid FMLA leave, and that Paid Sick Days be substituted for an unpaid FMLA leave resulting from a serious health condition of the employee or his/her child or spouse (but only to the extent that paid sick days would be available per section 58 for the requested FMLA purpose).

The College will observe all obligations imposed upon it by the FMLA and reserves all rights granted to it by the FMLA. This provision shall not be deemed by either party as a waiver of the bargaining unit member's right to grieve or the Association's right to bargain over the employer's interpretation or exercise of such rights.

Section 53. Personal Leave. An employee may be granted a personal leave, without pay, to be used for the purpose of furthering education, educational opportunities or in the event of family illness or family emergency. A personal leave shall be granted in the award of a Fulbright or other such awards. An employee wishing a personal leave of absence shall upon request document in writing to the President of the College, or his/her designee, the reason for the leave. Except to the extent that personal leave is that to which an employee is entitled by the FMLA, the granting of such leave shall be discretionary with the Employer; and the Employer will grant such request only when the services of the employee are not required by the Employer, provided, however, that an employee shall be automatically entitled to one (1) day or partial day of personal leave in case of family illness or family emergency. When a leave of absence for one (1) week or longer is granted, it shall be in writing and a copy given to the employee. The Employer may extend such leaves for defined periods if the employee requests an extension in writing at least three (3) days prior to the expiration of the original leave or extension. Except to the extent that personal leave is that to which an employee is entitled by the FMLA, it is understood and agreed that leave time may not be scheduled per this section for the last working day before or for the first working day after any scheduled time off, nor for days during registration periods.

Any full-status bargaining unit employee will have his/her negotiated insurance benefits paid by the employer for the duration of an approved educational leave. An employee granted a leave of absence for purposes of educational improvement shall commit himself or herself to no fewer than the next two (2) years of employment at the College following the completion of such leave. In the event that said employee chooses not to return to the employ of the College for said two (2) year period, s/he shall refund to the College the total amount paid by the College on his/her behalf for insurance benefits during his/her approved leave. Such refund shall be paid within six (6) months following completion of his/her approved leave, or within six (6) months following his/her resignation if s/he should resign before completing said two (2) year commitment.

Employees who have been granted an authorized leave of absence by the College for other than educational purposes will be allowed to continue participation, at their expense, in all MESSA insurance programs provided by this contract by timely tendering their relevant premium payments to the College for remittance to MESSA. Such participation may continue for such duration as may be approved by MESSA, and it is understood that MESSA shall make all decisions regarding application procedures and insurability of individual employees on such leaves.

Section 54. Sick Leave. A full status employee who has exhausted his/her accrued paid sick days as set forth at Section 56 may be granted an unpaid sick leave for a defined period when requested of the Dean of his/her area and supported by a physician's statement or other evidence which is satisfactory to the Employer. Except to the extent that Sick Leave is substituted for that to which an employee is entitled by the FMLA, the granting of such leave shall be discretionary with the Employer; provided, however, that such employee shall be automatically entitled to such leave, subject to the medical proofs requirements set forth below, for the balance of an academic year in which that employee's paid sick days are exhausted, but no less than a full academic semester. Except to the extent that Sick Leave is substituted for that to which an employee is entitled to FMLA, the Employer will grant such request only when the services of the employee are not required by the Employer. When a leave of absence for one (1) week or longer is granted, it shall be in writing with a copy given to the employee. The Employer may extend such leaves for defined periods if the employee requests an extension in writing at least three (3) days prior to the expiration of the original leave or extension.

Return to work after an unpaid sick leave is conditioned on a written, dated and signed statement from an employee's attending physician that s/he is able to return to his/her assigned work. Except to the extent that Sick Leave is substituted for that to which an employee is entitled by the FMLA, upon request of the Employer, the employee must satisfactorily complete a physical exam by a physician chosen and paid for by the Employer before being returned to work.

Section 55. Paid Personal Leave. Bargaining unit members shall be entitled to two (2) paid personal leave days per year, cumulative to a total of six (6) such days. Except to the extent that paid personal leave is substituted for unpaid leave to which the employee is entitled per the FMLA, the following conditions shall apply to use of paid personal leave. Employees wishing to take such leave shall not be required to state the reason for same, but must request such leave days by notice to the Administration at least 48 hours in advance of the desired dates, unless exigent circumstances make it impossible to do so, in which case the Employee will give as much notice as possible under the circumstances. Said notice shall be given to the Employee's Dean or direct supervisor, unless otherwise advised in advance. The Employer reserves the right to reasonably limit the number of employees who can be gone on personal leave on any one day. Except to the extent that paid personal leave is substituted for unpaid leave to which the employee is entitled per the FMLA, employees on paid personal days shall be responsible for making appropriate arrangements to cover their responsibilities at no additional cost to the College. Substitute personnel, if used, must be employed or approved by the Administration as instructors. Upon death, retirement or termination for any reason except discharge for just cause, employees/employees' heirs shall be paid for unused paid personal days accrued per the foregoing at the rate of $30 per day. It is understood and agreed that every effort will be made not to schedule such leave time for the last working day before or for the first working day after any scheduled time off.

Section 56. Paid Sick Days. At the beginning of each academic year, each bargaining unit member, other than counselors, shall be credited with ten (10) paid sick days which shall accumulate from year to year to a maximum of one hundred eighty (180) days.

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.

Said paid sick days shall be granted to an employee for reason of the employee's own injury or illness, or for reason of illness among the employee's spouse or dependent children or parents. An employee shall be entitled to paid sick days for reasons of her own pregnancy or pregnancy-related disability, on the same terms and conditions that such paid sick days are available due to other disabilities.

Employees shall be required to notify the Employer's designee of the need for such paid day(s) off as far in advance as is reasonably possible. The Employer may, if circumstances reasonably warrant, require a physician's documentation of the need for and/or ability to return from such sick leave.

At the end of each academic year members may contribute any of their unused paid sick days for that year to a collective "sick day bank" for use in the subsequent year by any member(s) whose own accumulated paid sick days have been exhausted, when needed due to the serious health condition of the member or the member's child, parent, or spouse, or to be with a child which has been born to, adopted by, or placed for foster care with the member. Such "sick day bank" days will be limited to 20 per member per year. Members who wish to contribute such unused sick days will do so in writing at the end of each academic year.

Each bargaining unit member who has either:

(a) completed ten (10) years of service with an employer/employers participating in the Michigan Public School Employees Retirement System; or

(b) completed five (5) years of service with North Central Michigan College District shall, upon terminating employment for reason other than discharge for just cause, receive a severance allowance equal to $40 for each unused paid sick day accrued per the foregoing. That amount shall be paid in one lump sum at the same time the employee receives his/her last paycheck.

Section 57. Bereavement Leave. 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 his/her spouse, 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, parent or spouse's parent.

Section 58. Jury Duty. Bargaining unit members chosen for municipal, state or federal jury duty shall be granted a paid leave of absence for such period of time as their jury duty requires. The Employer shall be given as much advance notice as is reasonably possible of an employee's need for jury duty leave. Employees excused by the Court after a partial day of jury duty shall make reasonable efforts to return to their normal duties for the balance of the day. An employee granted paid jury duty leave in accordance herewith shall remit to the Employer all amounts received by him/her from the relevant municipal, state or federal government in compensation for such services.

Section 59. Military Leave. Employees 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 four (4) year intervals thereafter, all in accordance with the provisions of this Section.

There are two types of sabbatical leaves for which full-time faculty can apply: a full academic year or single academic semester (fall or winter) sabbatical and a summer semester sabbatical. Listed below are descriptions of each:

(a) Full academic year or single academic semester sabbatical. This sabbatical may be taken over two regular semesters in an academic year (fall and winter or winter and fall) or a single academic semester during the academic year (fall or winter). A faculty member awarded a sabbatical during a single academic semester shall receive 100% of his/her normal salary for that academic year during the sabbatical. A faculty member awarded a sabbatical for an entire academic year (fall and winter or winter and fall semesters) shall receive 50% of his/her normal salary for that academic year during the sabbatical. Such regular academic semester or academic year sabbaticals shall be limited to one (1) member in any semester. The College and the faculty member shall continue to make their respective individual retirement (MPSERS or ORP) and insurance premium payments for the duration of such sabbatical. The sabbatical leave will count towards years of service to the College and step advances for compensation.

A full-time faculty member who receives a full academic year or single academic semester sabbatical shall return to serve on the staff of the College for 1 full year (2 consecutive regular academic year semesters, e.g. either fall and winter or winter and fall) for each semester of sabbatical leave granted. If the faculty member does not remain on the staff of the College for the time period mentioned herein due to accepting other employment or for retirement not related to extraordinary circumstances, the faculty member will reimburse the College for compensation received during the sabbatical in the amount prorated on the basis of the required return period which the faculty member failed to satisfy.

(b) Summer Semester 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 or being granted a summer sabbatical. Summer sabbaticals are exempt from the 4 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 exceed 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 generally 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).

Sabbatical Committee and Application Process (applies to all Sabbaticals)

(a) 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.

(b) All applications for sabbatical leave will be reviewed by a Sabbatical Committee consisting of three (3) faculty members appointed by the NCMC Faculty Association and two (2) Administration members appointed by the President of the College. The Sabbatical Committee members shall be appointed by the Association and the President no later than October 15 of each academic year. It shall be the function of this Committee to establish appropriate application deadlines within the preceding academic year for sabbatical proposals, to review and evaluate as to merit and suitability all applications for sabbatical leaves and to structure written recommendations to the President regarding each such application. The Sabbatical Committee has promulgated written application and evaluation procedures/guidelines which require at a minimum:

-- written application by sabbatical applicants, which written application shall state goals and objectives which the applicant intends to achieve during his/her requested sabbatical leave;

-- submission by faculty members completing sabbatical leave of a written report to the Board of Trustees, with copies to the Sabbatical Committee and the President, respecting achievement of goals and objectives set forth in the sabbatical application; and

-- all other factors being relatively equal, eligible sabbatical applicants with greater seniority shall be given preference by the Sabbatical Committee over such applicants with lesser seniority.

(c) The Sabbatical Committee's above-referenced recommendations shall be forwarded to the President no later than the subsequent February 15th 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 shall be given to the applicant at the time it is forwarded to the President.

If after receiving and evaluating the Sabbatical Committee's recommendations, the President concurs with the recommendations, s/he shall in turn make a recommendation to the Board of Trustees for consideration at the Board's next scheduled public meeting. The President's recommendation need not be revealed to the applicant or to other interests prior to its being considered by the Board of Trustees. The President may not concur with the Committee's recommendation for a variety of reasons, including but not limited to significant changes in the financial performance of the College as compared to the

budget since inclusion of the sabbatical funds in the Proposed Budget, or other confidential information that the President may not be able to share when the recommendation is received. If the President does not forward the Committee's recommendation to the Board of Trustees, s/he will meet with the applicant to explain the rationale.

The College's Board of Trustees shall, at its next regularly scheduled public meeting, make final decisions regarding all sabbatical applications forwarded to it prior to the meeting in accordance with the foregoing procedures. The President's recommendation to the Board shall be made public at that meeting.

(d) At the end of the fiscal year in which the sabbatical funds (described in (a) above) 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 for.

ARTICLE XV
PROFESSIONAL COMPENSATION

Section 61. Compensation. Bargaining unit employees who have been awarded a Masters Degree from a recognized graduate degree program shall be compensated in accordance with the salary schedule attached hereto as Appendix A. As in the past, one "Step" of credit on the relevant salary schedule shall be accorded for each year of bargaining unit experience; two (2) years of such experience shall be required to move from Step "13" to Step "15", Step "15" to Step "17" and Step "17" to Step "19" respectively. Bargaining unit employees hired by the Employer 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. Such new hires with teaching experience in a Michigan public school system must receive at least one "Step" of credit on that salary schedule for each full academic year of such experience, up through five (5) "Steps" of such credit. Such new hires with related experience other than teaching may at the discretion of the College receive at least one "Step" of credit on that salary schedule for each two (2) full years of such experience, up through five (5) "Steps" of such credit. Such new hires with teaching experience at a recognized four-year college or community college must receive at least one "Step" of credit on that salary schedule for each full academic year of such experience, up through ten (10) "Steps" of such credit. The foregoing provisions of this paragraph shall not apply retroactively to employees hired prior to the effective date of the parties' 1999-2003 contract. Any such Michigan public school system and recognized college/community college experience will be aggregated for purposes of salary schedule credit, but the College shall in no case be required to award more than ten (10) "steps" of such credit for the total aggregate of such prior experience. 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 at Section 48 of this Agreement. 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 Administration 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. This provision applies to faculty hired both before and after September 1, 1999. During hiring procedure prospective faculty will be informed of this provision of the Master Agreement.

Bargaining unit employees who have been awarded a Specialists Degree or second Masters Degree from a recognized graduate degree program, the attainment of which degree requires at least thirty (30) semester hours of credit beyond a Masters Degree, shall receive a 6.1 percent addition to their annual salary as set forth on Appendix A.

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

Bargaining unit employees who have been awarded a Bachelors Degree from a recognized undergraduate program, but who have not achieved a Masters Degree as set forth above, shall receive an annual salary of 7.8 percent less than the amount specified at the relevant step on Appendix A.

For purposes of the preceding four paragraphs, the terms "…recognized… degree program" shall be interpreted to refer to a degree program recognized 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 recognized 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).

Bargaining unit employees who have been awarded an Associate Degree but who have not achieved a Bachelors Degree as set forth above shall receive an annual salary of 15.2 percent less than the amount specified at the relevant step on Appendix A. Bargaining unit employees who have been awarded a Doctorate Degree from a recognized graduate program shall receive a 12.2% addition to their annual salary as set forth on Appendix A.

When a bargaining unit employee receives a doctorate, specialist, second master's degree, master's degree, or bachelor's degree, said additional compensation shall be paid to such employee 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 be one hundred twenty-one percent (121%) of the Doctorate adjunct instructor pay rate.

The Administration 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 Administration 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 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 Administration and agreed to by the unit member and the Association or unless a unit member requests additional overloads and the Administration and the Association agrees.

No unit member may carry more than nine (9) contact hours during the summer semesters unless requested by the Administration and agreed to by the unit member and the Association or unless a unit member requests additional overloads and the Administration 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 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 current health coverage for Association Members and their eligible dependents, as defined by MESSA, shall be MESSA Group Major Medical Expense Insurance, per the terms of the MESSA Coverage documents.

During the term of this Agreement, the Employer will comply and fund to the level of the most current hard cap limit, as set forth by the 2011 Public Act 152, as amended (MCL 15.561-15.569). The Association and its members understand and agree that any medical benefit plan costs over the hard cap, as established by the most current hard cap of the 2011 Public Act 152, as amended (MCL 15.561-15.569), will be deducted from members' bi-weekly payroll on a pre-tax basis in amounts to be determined by the Association for each annual benefit plan year. In future years, the College will fully fund the insurance premium subject to the hard cap and fifty percent (50%) of the gap, if any, between the insurance premium and the hard cap, subject to a maximum of $3,250 of gap funding.

Individual members may voluntarily contribute to their Health Savings Account (if an HSA, or FSA, as is associated with the medical insurance plan in effect at the time) via payroll deduction by notifying the College and completing a payroll deduction form. It is understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees. If the Association decides to make a change in the medical insurance offering during the term of the contract, the Association will notify the Employer and provide necessary information regarding premium and associated MESSA health care plan expenses.

Section 68. Section 125 Plan. The Employer will at its expense establish, administer and maintain a written plan which, in accordance with Internal Revenue Code Section 125, enables bargaining unit employees to elect either the above-described health insurance coverages, or in lieu thereof to receive additional cash compensation. In order to qualify for cash compensation under this section, the unit member must provide a current certificate of medical coverage from an alternate medical insurance provider detailing the unit member is covered by medical insurance. If the unit member loses medical coverage, they will be given the option to enroll in the MESSA plan provided and cash compensation under this section will cease when MESSA coverage begins.

For unit employees who are enrolled in (and who do not have a future break in) electing the cash compensation in lieu of health insurance coverage on or before September 3, 2019 the amount of

additional cash compensation each year will be equal to the limit for single or individual coverage as set forth by 2011 Public Act 152, as amended (MCL 15.561 – 15.569) For all unit members electing cash compensation in lieu of medical benefits coverage after September 3, 2019, the amount of additional cash compensation each year will be equal to $3,500 annually. In the event that two bargaining members are a couple electing medical benefits coverage under the MESSA family or two person coverages, no cash compensation will be awarded in addition to the medical coverage provided.

Section 69. Vision Insurance. Effective September 1, 2019, vision coverage for unit employees and their eligible dependents as defined by MESSA shall be MESSA Vision Insurance, VSP III Plus Platinum, per the terms defined by the MESSA coverage document. During the term of this agreement, the Employer shall pay the full monthly premium cost of said vision insurance to MESSA.

It is understood that the carrier shall make all decisions regarding application procedures and the insurability of individual employees. If the Association decides to make a change in the vision insurance offering during the term of the contract, the Association and the College will come to agreement regarding the increased cost, if any.

Section 70. Dental Insurance. Effective September 1, 2019, dental coverage for unit employees and their eligible dependents, as defined by MESSA, shall be the Delta Dental Plan per the terms defined by the MESSA coverage document. During the term of this agreement, the Employer shall pay the full monthly premium cost of said dental insurance to MESSA.

It is understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees. If the Association decides to make a change in the dental insurance offering during the term of the contract, the Association and the College will come to agreement regarding the increased cost, if any.

Section 71. Long-Term Disability. During the term of this Agreement, the Employer shall, at its cost, furnish on behalf of all bargaining unit members Long-term Disability Insurance coverage per the terms defined by the MESSA coverage. With respect to such coverage, the Employer shall be obligated only to tender premiums, it being understood that the carrier shall make all decisions regarding application procedures and the insurability of individual employees. If the Association decides to make a change in the long-term disability insurance offering during the term of the contract, the Association and the College will come to an agreement regarding the increased cost, if any.

Section 72. Life Insurance. The Employer shall provide at its cost, on behalf of all bargaining unit employees, $100,000 term life insurance coverage. In the event of accidental death, said insurance shall pay double the indicated amount; in the event of accidental dismemberment, the insurance shall pay in accordance with the MESSA schedule.

With respect to said coverages, the Employer shall be obliged only to tender premiums, it being understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees. If the Association decides to make a change in the life insurance offering during the term of the contract, the Association and the College will come to agreement regarding the increased cost, if any.

ARTICLE XVI
RETIREMENT

Section 73. Retirement. The Employer 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 statue. 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 Employer shall contribute on behalf of that employee 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 unit member can officially retire from the College at the completion of any regular academic year semester during their phased retirement; however, the 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 member to inform the College at least one (1) semester ahead of his or her 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 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 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 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 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 faculty member shall continue to make their respective individual retirement (MPSERS or ORP) and insurance premium payments for as long as the 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.

Faculty 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 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. Employees 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 and Student Success or his/her designee. Reimbursement of expenses so incurred shall be conditioned upon presentation of uniform expense documentation reasonably satisfactory to the Administration. Employees authorized by the Dean of Instruction and Student Success or his/her 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 his/her 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 2019-2020 fiscal year, the College will make available $700 each year to each faculty member to use for purposes of Professional Development. These funds may be rolled over for up to 2 additional years (for a maximum of $2100 in available funds) to be used for Professional Development activities. Funds not used within 3 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.

Members may also use another member's current-year professional development/travel funds if the other member wishes to allocate his or her 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 Employer 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 Faculty member and relevant Dean or his/her designee, the Employer 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 Employer 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 Employer 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 Employer 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 Employer will make available, at no cost in tuition, up to a total of thirty (30) credit hours of NCMC courses per employee to be used by the employee, spouse or dependent child(ren).

Section 80. Parking Facilities. The Employer 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 Employer 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 and Student Success, unless they are excused by mutual agreement of the College and the individual bargaining unit member.

Section 82. Safety. The Employer 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 Employer 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 Employer 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 contact 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 as defined in Section 27, 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."

Association of Faculty and Professional Staff members who choose to retire with a minimum of twenty (20) years of service to the College may be granted the title of "Emeritus." For Example, "Professor Emeritus of Chemistry," "Counselor Emeritus," and "Librarian Emeritus."

The Association, Administration or the College Board of Trustees may nominate and present Emeritus candidates to an Emeritus Committee comprised of administration and faculty who shall determine, based upon factors demonstrating exemplary contributions to the college as determined by the Committee, whether to recommend a faculty member to the President for consideration of the presentation to the Board of Trustees. If the President or the Board of Trustees denies a committee's recommendation, a substantive reason for the denial shall be provided to the Committee. If the nomination is approved by the Board of Trustees, the faculty member shall be given the title "Emeritus" together with the attendant rights and privileges. The twenty (20) year requirement may be waived if the College agrees circumstances warrant it.

The College will provide or support Emeriti with the following:

1. Continued use of the College email address
2. College business cards
3. Maintain a public electronic listing of Emeriti
4. An Emeriti plaque placed in the AD/CL similar to the HESC Donor plaque
5. A web profile under the faculty webpage
6. If the Emeritus faculty member is still teaching, they may:
    (a) apply for Excellence Funds.

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 Association 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 faculty member. Notice shall be given, as soon as practicable, to the Association President, or in his/her absence, the Association Vice President.

ARTICLE XIX
MASTER AGREEMENT:
INDIVIDUAL EMPLOYMENT CONTRACTS

Section 88. Master Agreement; Individual Employment Contracts. Each bargaining unit employee shall enter into an individual employment contract with the Employer for each academic year of service. Said individual contracts shall be executed in accordance with the forms of agreements attached to this Master Collective Bargaining Agreement as Appendices B-1 and B-2.

Not later than the Friday following the regular April meeting of the College Board of Trustees each year, the Employer shall tender to each bargaining unit employee who is to be offered a contract for the subsequent year duplicate copies of that contract. Said duplicate copies of contract shall be accompanied by a written request that, no later than fifteen (15) days thereafter, the employee either: (a) accept such contract offer by returning a fully executed copy of the tendered contract to the office of the President of the College; or (b) notify the employer in writing of his/her intention to resign his/her employment with the College at the conclusion of his/her then-current contract. Any such employee who has not so responded by seven (7) days after offer of his/her contract shall be reminded by written notice (mailed on that date by certified/return receipt requested mail to the employee's last known address as reflected on the Employer's records) of his/her failure to do so; a copy of each such written notice shall be furnished to the Association on the day of its mailing. Failure by an employee to return his/her fully executed contract to the Employer within fifteen (15) days after offer of same shall be deemed to constitute the employee's resignation from the College's employ effective at the conclusion of his/her then-current contract.

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 Employer 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.

(remainder of page intentionally left blank)

ARTICLE XXI
DURATION

Section 90. Duration. This Agreement shall be effective on September 1, 2019, and shall remain in full force and effect until 12:01 a.m., the 1st day of September 2023. 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

By _____
Mike Zimmerman, President, NMEA

By _____
Deb Larson, NMEA Staff Liaison

By _____
Kurt Murray, MEA UniServ Director, 14-B (T)

By _____
Chet Jessick, Chief Spokesperson, Negotiating Committee

By _____
Ben Crockett, Negotiating Committee

NORTH CENTRAL MICHIGAN COLLEGE DISTRICT

By _____
Philip Millard, Chair, Board of Trustees

By _____
James Shirilla, Chair, Personnel Committee

By _____
John Fought, Chair, Finance and Facilities Committee

By _____
David Finley, Ph.D., President

Effective the 1st day of September 2019.

APPENDIX A
NORTH CENTRAL MICHIGAN COLLEGE
SALARY SCHEDULE

Increase annual at CPIU between Minimum increase of 1.8% to Maximum increase 2.2%

For each year of CBA, using the December CPIU, for 2019-2020 CPIU is 1.9%

2019-20	Associate	Bachelors	Masters	2 Masters/	Doctorate
CPI-U Dec 2018				Specialist	
0.019					
1	$ 47,547.00	$ 51,697.00	$ 56,070.00	$ 59,488.00	$ 62,908.00
2	$ 49,448.00	$ 53,762.00	$ 58,312.00	$ 61,869.00	$ 65,422.00
3	$ 51,426.00	$ 55,916.00	$ 60,645.00	$ 64,343.00	$ 68,038.00
4	$ 53,482.00	$ 58,151.00	$ 63,071.00	$ 66,917.00	$ 70,759.00
5	$ 55,623.00	$ 60,479.00	$ 65,594.00	$ 69,594.00	$ 73,591.00
6	$ 57,847.00	$ 62,896.00	$ 68,199.00	$ 72,379.00	$ 76,535.00
7	$ 60,161.00	$ 65,412.00	$ 70,947.00	$ 75,270.00	$ 79,596.00
8	$ 62,569.00	$ 68,029.00	$ 73,784.00	$ 78,283.00	$ 82,781.00
9	$ 65,070.00	$ 70,750.00	$ 76,735.00	$ 81,412.00	$ 86,092.00
10	$ 67,672.00	$ 73,580.00	$ 79,806.00	$ 84,671.00	$ 89,533.00
11	$ 70,377.00	$ 76,524.00	$ 82,998.00	$ 88,057.00	$ 93,117.00
12	$ 72,138.00	$ 78,437.00	$ 85,072.00	$ 90,258.00	$ 95,444.00
13	$ 73,942.00	$ 80,396.00	$ 87,200.00	$ 92,515.00	$ 97,830.00
1% of Step	$ 740.00	$ 804.00	$ 872.00	$ 925.00	$ 978.00
	$ 74,681.00	$ 81,200.00	$ 88,072.00	$ 93,440.00	$ 98,808.00
15	$ 75,791.00	$ 82,407.00	$ 89,380.00	$ 94,829.00	$ 100,275.00
1% of Step	$ 758.00	$ 824.00	$ 894.00	$ 949.00	$ 1,003.00
	$ 76,549.00	$ 83,231.00	$ 90,273.00	$ 95,778.00	$ 101,277.00
17	$ 77,686.00	$ 84,468.00	$ 91,612.00	$ 97,198.00	$ 102,783.00
1% of Step	$ 776.00	$ 845.00	$ 916.00	$ 972.00	$ 1,028.00
	$ 78,462.00	$ 85,313.00	$ 92,528.00	$ 98,170.00	$ 103,812.00
19	$ 79,627.00	$ 86,580.00	$ 93,902.00	$ 99,628.00	$ 105,354.00
20	$ 82,413.00	$ 89,611.00	$ 97,189.00	$ 103,115.00	$ 109,042.00
1% of Step	$ 824.00	$ 896.00	$ 972.00	$ 1,031.00	$ 1,090.00
	$ 83,237.00	$ 90,507.00	$ 98,161.00	$ 104,146.00	$ 110,133.00

When a member is in the second year or beyond of a step, an off-schedule payment equal to one percent (1%) of that step will be paid to the member. The member may elect to receive this off-schedule payment in a lump sum payable with the first payroll of the contract year, the last payroll of the Fall semester, the last payroll of the Winter semester, or spread equally across all payrolls of the member's regular pay schedule. Should a member elect to receive the off-schedule payment in a lump sum and separate from employment with the College before completing the full academic year, the lump sum payment will be prorated based upon the percentage of the academic year worked and, therefore, lump sum earned, and a deduction will be made from the member's final pay to recover the unearned amount of the lump sum payment.

APPENDIX B-1

PROBATIONARY FACULTY CONTRACT

North Central Michigan College
Petoskey, Michigan

This is an employment agreement effective the _____ day of _____, 20_____, between North Central Michigan College District of Emmet County, Michigan ("College") and _____ _____ ("Faculty Member").

IT IS AGREED AS FOLLOWS:

1. Employment; Term. The College hereby employs the Faculty Member on a probationary basis, and the Faculty Member hereby accepts employment as a probationary employee upon the terms and conditions set forth herein, for an academic year commencing _____, 20_____, and continuing through _____, 20_____.

2. Position. The Faculty Member's job classification for said academic year shall be _____ _____. The Faculty Member shall be subject to 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, NEA/MEA/NMEA. The Faculty Member represents that he/she is qualified to legally perform and shall faithfully discharge said duties.

3. Compensation. In consideration of the Faculty Member's discharge of said duties during the term hereof, the College shall compensate the Faculty Member in the amount of _____ Dollars ($_____), payable in [20] [26] equal installments. Unless the Faculty Member elects upon returning this signed contract to receive his/her annual salary in 20 equal installments, such payments shall be on the basis of 26 equal installments, though subject to the following sentence. (If it is understood and agreed that a Faculty Member who has selected the foregoing option of 26 payroll installments 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 his/her aforementioned salary.)

4. Fringe Benefits. Insurance, leaves of absence and other fringe benefits with respect to the Faculty Member's employment with the College shall be in accordance with the Master Collective Bargaining Agreement referenced above.

5. Probationary Status. The Faculty Member acknowledges and agrees that as a Probationary employee, he/she 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.

6. Acceptance Date. Failure by the Faculty Member to sign and return this Contract to the President of the College on or before _____, 20_____, shall be deemed to constitute non-acceptance of same by the Faculty Member, and the offer of contract here embodied shall be deemed withdrawn as of said date.

Accepted and Agreed	NORTH CENTRAL MICHIGAN COLLEGE DISTRICT
_____	_____
Faculty Member	President

APPENDIX B-2
FULL STATUS FACULTY CONTRACT

North Central Michigan College
Petoskey, Michigan

This is an employment agreement effective the _____ day of _____, 20_____, between North Central Michigan College District of Emmet County, Michigan ("College") and _____ _____ ("Faculty Member").

IT IS AGREED AS FOLLOWS:

1. Employment; Term. The College hereby employs the Faculty Member on a full-status basis, and the Faculty Member hereby accepts employment as a full-status employee upon the terms and conditions set forth herein, for an academic year commencing _____, 20_____, and continuing through _____, 20_____.

2. Position. The Faculty Member's job classification for said academic year shall be _____ _____. The Faculty Member shall be subject to 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, NEA/MEA/NMEA. The Faculty Member represents that he/she is qualified to legally perform and shall faithfully discharge said duties.

3. Compensation. In consideration of the Faculty Member's discharge of said duties during the term hereof, the College shall compensate the Faculty Member in the amount of _____ Dollars ($_____), payable in [20] [26] equal installments. Unless the Faculty Member elects upon returning this signed contract to receive his/her annual salary in 20 equal installments, such payments shall be on the basis of 26 equal installments, though subject to the following sentence. (If it is understood and agreed that a Faculty Member who has selected the foregoing option of 26 payroll installments 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 his/her aforementioned salary.)

4. Fringe Benefits. Insurance, leaves of absence and other fringe benefits with respect to the Faculty Member's employment with the College shall be in accordance with the Master Collective Bargaining Agreement referenced above.

5. Full Status. The Faculty 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.

6. Acceptance Date. Failure by the Faculty Member to sign and return this Contract to the President of the College on or before _____, 20_____, shall be deemed to constitute non-acceptance of same by the Faculty Member, and the offer of contract here embodied shall be deemed withdrawn as of said date.

Accepted and Agreed	NORTH CENTRAL MICHIGAN COLLEGE DISTRICT
_____	_____
Faculty Member	President

APPENDIX C
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.

APPENDIX D

Signing Bonus

The Parties agree that if this Agreement is ratified by February 24 and approved by Board on February 25, signing bonus payments will be made to the faculty on March 27. The specific amounts will be calculated as of that date.

If the approvals do not occur on those dates, the March 27 payout date will be adjusted.