

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, 1996

through

August 31, 1999

INDEX

	<u>Page</u>
Academic Freedom	5
Academic Freedom And Responsibility	5
Academic Responsibility	5
Advising/Enrollment Activities Office	28
Agreement	1
Appeal	8
Application Procedure	15
Arbitration Binding	9
Arbitration Costs	9
Arbitration Request	9
Arbitrator's Powers	9
Assignments to Avoid Layoff	16
Association Committee	5
Association Days	7
Bargaining Unit Facilities	43
Calendar	19
Checkoff	4
Class Size	27
Class Scheduling	21
Classroom/Laboratory Instructor Loads	22
Collective Bargaining	6
Compensation	36
Counselors' Compensation	38
Definition	15
Dental Insurance	40
Departmental Organization	17
Duration	47
Early Retirement Incentive Program	41
Emergency Conditions	45
Employer's Rights	1
Equipment	43
Evaluation of Probationary Faculty	12
Faculty Evaluation by Students	45
Family and Medical Leave Act	29
Field Trips	44
Financial Responsibility	3
Full Status	11
Funeral Leave	33
Grievance Definition	8
Grievance Procedures And Arbitration	8
Grievance Procedure	8

	<u>Page</u>
Health Insurance	39
Information Requests	6
Instructional Year	19
Instructional Year/Duties	19
Insurance Coverages	39
Interim Assignment	15
Jury Duty	33
Layoff Notice	16
Leaves of Absence	28
Lecture/Laboratory	22
Life Insurance	41
Long-Term Disability	40
Loss of Seniority And Full Status	13
Master Agreement; Individual Employment Contracts	45
Maternity Leave	31
Meetings	44
Military Leave	33
Miscellaneous	43
Miscellaneous Grievance/Arbitration Procedure Provisions	10
No Lockout	11
No Strike Pledge	10
Non-Bargaining Unit Employees	14
Nondiscrimination	2
Notice of Recall	16
Notice of Vacancies	15
Nursing Instructors	23
Nursing Instructors Release Time	25
Office Hours	27
Overload Compensation	38
Paid Personal Leave	32
Paid Sick Days	32
Parking Facilities	44
Part-Time and Temporary Employees	14
Payroll Periods	37
Personal Leave	30
Personnel File	7
Probationary Employees	11
Professional Compensation	36
Professional/Business Travel And Mileage	43
Promotions	15
Protective Supplies	44
Recognition	1
Reductions in Staff	16
Registration	20

	<u>Page</u>
Representation/Association Rights	5
Residence Hall	26
Respiratory Therapy Instructors	25
Retirement	41
Sabbatical Leaves	33
Safety	44
Section 125 Plan	40
Selection of Arbitrator	9
Seniority	11
Seniority Definition	11
Sick Leave	31
Sponsorship of Student Activities	22
Staff Reduction And Recall	16
Summer Session	20
Temporary Assignments	15
Titles	45
Total Agreement	46
Tuition-Free Courses	43
Union Security/Financial Responsibilities	2
Unsuccessful Applicants	15
Use of Facilities	6
Verbal Procedure	8
Violation of No Strike Pledge	10
Vision Insurance	40
Work Load/Responsibilities	20
Work Load/Scheduling of Other Unit Employees	26
Written Procedure	8

Appendix "A" - Masters Degree Salary Schedule (1996)

Appendix "B-1" - Probationary Faculty Contract

Appendix "B-2" - Full Status Faculty Contract

Appendix "C" - Family and Medical Leave Act Notice

Appendix "D" - Letter of Agreement

Appendix "E" - Accrediting Agencies

AGREEMENT

This Agreement entered into effective the 1st day of September, 1996, between the NORTH CENTRAL MICHIGAN COLLEGE DISTRICT, hereinafter referred to as "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; Library/Media Director; Dean of Students; Dean of Occupational Studies; Dean of Liberal Arts Studies; Dean of Business Services; 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, national origin, age, height, weight, marital 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, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association not to exceed the amount of dues uniformly required of members of the Association, including local, state and national dues, to the extent permitted by law. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

(b) Pursuant to Aboud v Detroit Federation of Teachers, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association including MEA or NEA of any funds collected from him/her pursuant to the above provision, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

(c) If, in accordance with this Section, an employee is discharged by the Employer pursuant to written request of the Association and the employee subsequently challenges such discharge, the Association shall indemnify and hold the Employer harmless for any and all claims, expenses or legal fees, as well as for any amount required to be paid by the Employer to and on behalf of the employee because of such discharge except for any loss which may be caused by malfeasance or misfeasance of the Board's employees or agents. Legal counsel will be provided by the Association.

Section 5. Checkoff.

(a) During the life of this Agreement, the Employer agrees to deduct uniformly assessed Association membership dues and initiation fees, or in the case of Non-Association employees the service fee which shall not exceed the uniformly assessed dues, to the extent permitted by law, from the pay of each employee who executes and files with the Employer a proper checkoff authorization form supplied by the Association. The Employer agrees to provide this service without charge to the employee or 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, initiation or service fees shall be made each pay period, in standard amounts only, provided the employee has sufficient net earnings to cover the dues, initiation or service fees. 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, initiation or service fees and 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, initiation or service fees.

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 instructors' 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 while on duty for the College, 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.

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 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 instructional or other assignments, including but not limited to preparation of course syllabi, documentation of grades and incompletes, furnishing of data required by relevant chemical hazard right to know legislation, responding to questions and giving reasonable input regarding curriculum development, and participation on catalog committee. All bargaining unit employees shall at all times during the discharge of their assigned duties conduct themselves in a professional 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 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, the Association shall be represented by no more than five (5) employees.

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 typewriters, 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. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off College premises.

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 which is necessary for the processing of grievances. 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.

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 its 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 1/2" 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 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.

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. Incumbent employees and employees hired after the effective date of this Agreement shall be considered probationary employees for a period of up to two (2) full academic years after their commencement of service within the bargaining unit. Except where specified elsewhere herein, this Agreement shall apply to probationary employees. Probationary employees may be issued a one (1) year probationary contract for each of their first two (2) years of service with the Employer. The probationary period may be extended for one (1) additional year but only by mutual agreement in writing between the employee, the Employer and the Association. During the probationary period, the President of the College may, in his/her discretion, discipline or terminate the employee, may decline to renew the employee's contract at the end of an academic year, or may at any time grant Full Status to the employee, all without regard to any other provisions of this Agreement. The President shall, however, make reasonable efforts to advise a probationary employee by April 15 if that employee's contract will not be renewed for the next subsequent academic year or if s/he is not to be placed on Full Status.

Section 27. Full Status. Upon determination by the President that an employee has successfully completed his/her probationary period the President shall place said individual on 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 Probationary Faculty. The evaluation of probationary faculty shall be the responsibility of the administration and shall be undertaken for the express purpose of improving the performance of the probationary faculty member and determining eligibility for full status.

The evaluator shall be designated for each such employee at the beginning of the semester in which the employee begins his/her service. 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.

There shall be a minimum of two (2) such evaluations conducted for each probationary employee per year.

The evaluation process, form, and criteria shall be explained to the employee in a meeting between the probationary employee and the appropriate Dean, 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 30 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 twenty-four (24) 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.
- (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) 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 __ Satisfactory __ Unsatisfactory" and one of these items must be checked.

(f) If deficiencies are found, specific recommendations for the faculty member shall be provided, and failure to again note such deficiencies in subsequent evaluations shall be interpreted to mean that adequate and satisfactory improvement has taken place.

(g) There shall be a personal meeting mutually arranged between the evaluator and the probationary faculty member within ten (10) 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.

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) He resigns;

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

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

(g) 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 during regular daytime working hours if the result thereof contributes to the layoff of any full-time bargaining unit employee. Such part-time and temporary employees shall not acquire or accumulate seniority or Full Status, nor be subject to the terms of this Agreement. The foregoing is specifically understood to apply to individuals currently in the part-time and temporary employ 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 49 and 50. Temporary employees shall be those hired for a defined period of time 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 purposes 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. Whenever a vacancy occurs within the bargaining unit, the Employer shall publicize same 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.

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.

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. It is specifically understood and agreed that less-senior employees may be retained during layoff and may be given prior recall where, in the Employer's judgment, such less-senior employees have superior qualifications, experience, abilities, versatility or past performance. The Employer may reassign employees' duties and schedules to avoid laying them off.

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 to work. Each employee shall be responsible for furnishing his/her current address and telephone number to the Employer's Business Manager.

Section 41. Assignments to Avoid Layoff. In the event 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 47. 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).

ARTICLE X

DEPARTMENTAL ORGANIZATION

Section 42. Departmental Organization. The instructional area of the College will be divided into departments as follows:

1. Natural Sciences/Mathematics;
2. Business;
3. Nursing;
4. Communications/Humanities/Art;
5. Engineering Technology/Drafting Technology/Data Processing;
6. Social Science;
7. Counselors;

Departmental meetings shall consist of all full-time faculty members of the College engaged in instruction within that department's academic area. Each such instructor shall be entitled to vote on any proposed departmental recommendations. The appropriate Dean (or Department Chair in any department with respect to which the College and the Association have agreed to implement a Department Chair position) will chair departmental meetings. Other Deans may attend departmental meetings, but only a Dean who is then chairing a departmental 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 departments may, at his or her election, attend the department meeting for any or all of the departments in which he or she instructs.

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

Minutes of each departmental meeting shall be maintained by the Dean/Department Chair and shall be distributed to all members of that department 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 departmental meetings unless otherwise mutually agreed upon by the appropriate Dean/Department Chair and the instructor.

The purpose of each department shall be to consider recommendations to the President for improving the overall instructional programs of the College with particular emphasis on programs of the Department. 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. General Curriculum Coordination, including relationship of courses in one department to those of other departments;
2. Recommendations of departmental budgets through the normal College budgeting process and implementation of approved departmental budgets. It is understood that the Dean/Department Chair 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;
4. Coordination/Overview of Independent Study Programs, including establishment of uniform requirements for students and distribution of faculty load;
5. Coordination and qualification of part-time instructors and overview of content of courses taught by part-time instructors;

6. Coordination, course scheduling and other student programs, so as to avoid conflicts to the maximum extent possible; and
7. Coordination of efforts of academic advisors, including relationships of major programs; requirements with respect to transfer to four-year institutions.

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, new student advising during scheduled orientation sessions, returning 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 Christmas. Faculty may be scheduled to report for the spring semester not later than the Monday of the fourth full week after the end of the fall semester; spring semester student classes will begin not later than Monday of the fifth full week after the end of the fall semester.

ARTICLE XI

INSTRUCTIONAL YEAR

Section 44. Instructional Year/Duties. The instructional year for all bargaining unit employees, except nursing instructors and respiratory care instructors, shall consist of a fall and a winter semester. 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 issued 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.

The work year for respiratory care instructors shall consist of a fall and spring semester plus a summer session. Provisions of this contract limiting hours of work per week shall not apply with respect to the scheduling of respiratory care instructors during summer session periods. 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. It is further agreed that counselors shall not be assigned more than two (2) weeks of down-state recruiting responsibilities in an academic year. Individual employment contracts issued to respiratory care instructors shall be consistent with the foregoing.

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 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. 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 87 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.

Section 46. Registration. All bargaining unit employees shall be required to participate in the registration, enrollment and orientation of students each semester in accordance with such schedules and assignments as may be determined by the Employer. No bargaining unit employee, except counselors, Coordinator of Cooperative Education, and the Director of Respiratory Care, shall be assigned without his or her permission to work more than one (1) evening of registration during one (1) semester. Any involvement of bargaining unit employees other than counselors in evening registration assignments shall be spread as equitably as practicable among such individuals.

ARTICLE XII

WORK LOAD/RESPONSIBILITIES

Section 47. 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/spring) 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 and respiratory care 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. 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. Notwithstanding the preceding sentence, ten faculty members, per semester, may be assigned between Gaylord and Cheboygan; however, during the length of this contract each faculty member may be assigned involuntarily only once. 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. The foregoing limitations and conditions shall not apply with respect to or so as to limit Dormitory Director duties of any incumbent or future bargaining unit employee. 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 two (2) overload classes 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 48. Sponsorship of Student Activities.

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

(b) An employee may accept, in writing, extracontractual assignments, on a semester-to-semester or annual basis, in accordance with such arrangements as may be mutually satisfactory to the employee and the College. The foregoing activities will be distinct from courses identified in the College Catalog.

Section 49. Classroom/Laboratory Instructor Loads. Except as specified elsewhere with respect to clinical contact by nursing and respiratory care instructors, a classroom and/or laboratory "hour" as that term is used in this contract shall be deemed to consist of fifty-five (55) consecutive minutes.

(a) Lecture/Laboratory. The assigned normal teaching load for classroom instructors shall consist of sixteen (16) "equated hours" of instruction during each semester of a two-semester (Fall and Spring) academic year. For purposes of computing "equated hours" in accordance with the foregoing, the following ratios shall be applied:

Prior to Winter Semester 1994:

<u>Each Hour Per Week Of:</u>	<u>Results in the Following Number of Equated Hours:</u>
<u>Lecture Sections</u>	<u>One (1)</u>
<u>Laboratory</u>	<u>0.75</u>

Effective Winter Semester 1994:

<u>Each Hour Per Week Of:</u>	<u>Results in the Following Number of Equated Hours:</u>
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Lecture Sections	One (1)
Science and Computer Instruction Laboratories	One (1)
All Other Laboratories	0.75

It is recognized that there are certain scheduled courses (in addition to science laboratory, nursing and respiratory care) in which instructor contact hours per week have historically been and/or in the future may be greater than the number of credit hours earned by students enrolled in such courses. Such courses include, by way of illustration but not by way of limitation, typing and drafting courses. In computing "equated hours" with respect to such scheduled courses, the hours of contact per week in excess of the credit hours established for same shall be multiplied against the ratio factor set forth above for science laboratory courses; the resulting product, added to the number of credit hours established for the course in question, shall constitute the equated hours for that course.

Instructors covered by the provisions of this section shall be assigned no fewer than fifteen (15) equated hours of instruction in an individual semester, absent mutual agreement to the contrary between the Employer and the employee. Any such employee who is assigned to instruct more than sixteen (16) equated hours in an individual semester shall receive Overload Compensation for each credit hour in excess of those respective amounts in accordance with the provisions of Section 65 ("Overload Compensation") of this Agreement. An instructor covered by this subsection who teaches fifteen (15) equated hours prior to 6 p.m., and who in the same semester also teaches a class involving a sixteenth (16th) equated hour commencing at or after 6 p.m., shall be deemed entitled to Overload Compensation for said sixteenth (16th) equated hour.

(b) Nursing Instructors. The teaching load of employees engaged in nursing 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, laboratory or in-hospital clinical 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.

The normal teaching load for employees engaged in nursing instruction shall be deemed to consist of a weekly average of sixteen (16) contact hours per semester, but not more than a weekly average of: thirty-two (32) contact hours in an academic year. Nursing instructors assigned to weekly averages in excess of the foregoing shall receive "Overload Compensation" for each contact hour in excess of said respective amounts in accordance with the provisions of Section 65 ("Overload Compensation") of this Agreement. The foregoing provision shall not, however, apply with respect to nursing instructors assigned by the Administration, for all or part of a semester, solely to clinical contact; a normal teaching load for any such nursing instructor shall be deemed to consist of thirty-two (32) contact hours per week for the duration of such assignment, with the foregoing "Overload Compensation" provision applying with respect to contact hours assigned in excess of thirty-two (32). Nursing instructors covered by the provisions of this section shall be assigned no fewer than a two (2) semester total of thirty-one (31) contact hours in an academic year, absent mutual agreement to the contrary between the Employer and the employee.

If a nursing instructor is assigned to clinical contact only for less than a full semester, his/her weekly average contact hours for the balance of that semester shall be separately computed, without reference to the thirty-two (32) hour figure. In any academic year in which for one semester a nursing instructor is assigned thirty-two (32) or more hours of clinical contact, and in which for the other semester or partial semester he/she is assigned a work load which hereunder is computed in "mixed" contact hours (i.e.: part lecture and/or laboratory; part clinical) he/she shall be entitled to overload compensation for all such contact hours in excess of sixteen (16). If a nursing instructor is assigned a partial semester in which his/her work load is computed in mixed contact hours, that partial semester shall be averaged with any other semester or partial semester in the same academic year also involving mixed contact hours for purposes of determining the annual portion of the foregoing overload compensation formula. By way of example regarding the preceding two sentences:

Assume an instructor is assigned as follows:

Fall, 1994: 16 mixed contact hours for full semester

Winter, 1995: 16 solely clinical hours for first half of Winter semester, 22 mixed contact hours for last half of Winter semester

Result: six (6) contact hours of overload compensation for last eight weeks of Spring semester.

Instructors scheduled per the foregoing to solely clinical contact of thirty-two (32) hours or more shall not be required for the duration of said schedule to maintain scheduled office hours; provided, however, that said instructor shall make responsible effort to meet with students individually outside contact hours, if necessary.

The assignment of nursing instructors to summer session duties shall be subject to the relevant provisions of the Summer Session section of this Agreement. It is understood, however, that if a nursing instructor is assigned a summer session in lieu of a Fall/Winter semester eight-week assignment, the provisions of this collective bargaining agreement shall apply to that employee during said summer session.

(c) Nursing Instructors Release Time. Nursing Department members will be given release time for purposes of clinical orientation. The released time is to occur during the first week of the Fall and Winter semesters and may be up to, but not more than, six (6) hours. This time may be divided into two sessions. The released time must be approved in advance by the Director of Nursing. The released time will occur during hours when there are not scheduled all-staff meetings or inservices. During times scheduled for registration, no more than three nursing faculty members may be released per this section at the same time.

(d) Respiratory Therapy Instructors. The teaching load of employees engaged in Respiratory Care instruction shall be defined by reference to "contact hours" in the same manner outlined in Section 49 (b) (first paragraph).

The normal teaching load for employees in Respiratory Care instruction shall be deemed to consist of no more than 25 contact hours in an individual semester. Any Respiratory Care Instructor assigned to instruct more than 25 contact hours in an individual semester shall receive overload compensation for each contact hour beyond 25, in accordance with provisions of Section 65 ("Overload Compensation"). The foregoing provision shall not, however, apply with respect to Respiratory Care Instructors assigned by the Administration, for all or part of a semester, solely to clinical contact; a normal teaching load for any such Respiratory Care Instructor shall be deemed to consist of thirty-two (32) contact hours per week for the duration of such assignment, with the foregoing "Overload Compensation" provision applying with respect to contact hours assigned in excess of thirty-two (32). Respiratory Care Instructors covered by the provisions of this section shall be assigned no fewer than a two (2) semester total of thirty-eight (38) contact hours in an academic year, absent mutual agreement to the contrary between the Employer and the employee.

If a Respiratory Care Instructor is assigned to clinical contact only for less than a full semester, his/her weekly average contact hours for the balance of that semester shall be separately computed, without reference to the thirty-two (32) hour figure. In any academic year in which for one semester a Respiratory Care Instructor is assigned thirty-two (32) or more hours of clinical contact, and in which for the other semester or partial semester he/she is assigned a work load which hereunder is computed in "mixed" contact hours (i.e.: part lecture and/or laboratory; part clinical) he/she shall be entitled to overload compensation for all such contact hours in excess of twenty-five (25).

By way of example regarding the preceding sentence:

Assume an instructor is assigned as follows:

Fall: 25 mixed contact hours for full semester

Spring: 32 solely clinical hours for first half of spring semester, 28 mixed contact hours for last half of spring semester

Result: three (3) contact hours of overload compensation for last eight weeks of spring semester.

Instructors scheduled per the foregoing to solely clinical contact of thirty-two (32) hours or more shall not be required for the duration of said schedule to maintain scheduled office hours; provided, however, that said instructor shall make responsible effort to meet with students individually outside contact hours, if necessary.

(e) Residence Hall. The Employer may, as in the past, require employees who occupy the position of Residence Hall Director to occupy and fully discharge the duties of that position, in addition to carrying a normal teaching load as defined above. Although such individual shall not be entitled to receive additional compensation in conjunction with said Residence Hall Director duties, s/he shall receive compensation as a full-time bargaining unit employee, in accordance with the salary schedules attached to this agreement, regardless of the hours during which his/her classes are scheduled. Those provisions of the Class Scheduling section which would limit the number of evening classes which may be assigned to a unit employee shall not apply with respect to such individual.

Section 50. Work Load/Scheduling Of Other Unit Employees. The normal workweek for counselors and any full-time instructors engaged solely in skilled trades courses shall consist of forty (40) 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 forty (40) 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 51. Class Size. Beginning the eleventh class day each semester, the following shall constitute the maximum number of students which an instructor shall be required to accept in the classes indicated:

- a. English Composition - No instructor shall be required to average more than twenty-two (22) students per class per semester.
- b. Business Communications - No instructor shall be required to average more than twenty-two (22) students per class per semester.
- c. Developmental Classes i.e. those with course numbers beginning with "0" - No more than 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 and Physics Laboratory courses where clear-cut stations exist, there will be no more students than stations.
- e. Speech - 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 forty (40) students in a class.
- h. All Literature - No more than thirty (30) students in a class.

Section 52. 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, scheduled over at least four (4) days per week, shall be set forth on a notice specifying the times and places of such office hours filed with the relevant Dean and posted on or adjacent to the instructor's office door, and shall be maintained by each such instructor each week during which classes are scheduled; provided, however, that respiratory care and 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. Instructors shall be physically present in their assigned offices and available for student or Administration consultation 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.

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 totalled 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.

Advising/Enrollment Activities Office. The Association guarantees to staff this office with faculty members for up to twenty-eight (28) hours per week during the Fall and Winter Semesters. Bargaining unit members will not be required to use more than two (2) of their office hours per week for this purpose. The Appropriate Dean, in consultation with Department Chairs, will promulgate a schedule of the hours to be covered, by the end of the first day that bargaining unit members return to school each semester. The Department Chairs will return the completed schedule at the end of that week. The Advising/enrollment activities office will be available for students beginning the first week of classes. In cases where time slots are not filled the Appropriate Dean will have the right to fill the slots with faculty whose names do not appear on the schedule.

It is understood that enrollment management duties are:

- a) Drop-in advising
- b) Phone advising

- c) Responding to E-Mail
- d) Follow up with students in person or by phone concerning information requests for more specific information about particular programs, etc.

ARTICLE XIII

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 62. Except to the extent that leave is that to which an employee is entitled by the Family and Medical Leave Act ("FMLA"), (see Section 53), 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 classification 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 53. 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.

The parties note the following with regard to the FMLA. (1) The FMLA entitles certain employees to 12 weeks' leave each 12 months, without pay but with continuation of health insurance benefits, when needed due to the serious health condition of the employee or the employee'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 employee within 12 months of the end of such leave. (2) Subject employees are entitled to return from such leaves either to their prior position or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. (3) The FMLA allows the College to require 30 days' advance notice where the need for such leave is foreseeable and to require medical certification of the need for such leave and/or fitness to return from such leave. (4) 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. The U.S. Department of Labor summary of FMLA rights which is attached to this contract as Appendix "C" will be given by the College to any bargaining unit employee who requests a copy of it or who advises the College of his/her need for an FMLA leave. The College will give to the employee a written notice detailing its expectations of and the obligations of the employee, and the consequences of the employee's failing to meet those obligations, which expectations, obligations, and consequences shall be consonant with the College's FMLA obligations and consistent with the appropriate section of the current Master Agreement.

Section 54. Personal Leave. An employee may be granted a personal leave, without pay, to be used for the purpose of furthering education or in the event of family illness or family emergency. 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 comple-

tion 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 continued 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 55. Sick Leave. A full status employee who has exhausted his/her accrued paid sick days as set forth at Section 58 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 by the 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 56. Maternity Leave. Leaves of absence without pay will be available to a pregnant employee as follows. A physician's certification of a pregnant employee's medical inability to continue working and/or to return to work subsequent to delivery shall be required by the Employer prior to the granting of a maternity leave; a physician's certification substantiating an employee's ability to return to work subsequent to a maternity leave shall be required by the Employer. The duration of a maternity leave will be determined based upon the physician's certification of the employee's ability to safely

perform her regular job. An employee may continue working subsequent to her seventh (7th) month of pregnancy, subject to continued certification by her physician that she is able to safely perform her regular job, which certification shall also specify the period of time during which the employee may continue to work. In order to be eligible for a maternity leave, the pregnant employee must give notice to the Dean of her area of her expected delivery date; said notice must be given not later than thirty (30) days prior to her foreseen delivery date, unless unusual circumstances exist, such as, but not limited to, complications of the pregnancy which may make such notification impractical or impossible. In such circumstances the employee will make every reasonable effort to give such notification as soon as possible.

Section 57. Paid Personal Leave. Bargaining unit members shall be entitled to two (2) paid personal leave days per year, cumulative to a total of four (4) 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 two (2) working days in advance of the desired date. The Employer reserves the right to reasonably limit the employees/ 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, with substitute personnel already 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 \$25 per day. 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.

Section 58. 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 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 living with the employee. Subject to the same conditions and certification requirements set forth at Section 56 ("Maternity Leave") hereof, 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 and reason 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.

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 \$25 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 59. Funeral Leave. A bargaining unit member shall upon request be allowed to utilize up to three (3) paid funeral days leave per incident if such days are necessary to attend or make arrangements for the funeral 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 funeral 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 60. 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 61. 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 the time.

Section 62. Sabbatical Leaves. Sabbatical leaves will be granted by the College's Board of Trustees to bargaining unit employees who have completed five (5) years of service, and at four (4) year intervals thereafter, all in accordance with the provisions of this Section.

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 sabbatical-funding 80% portion of each fiscal year's earnings of the Carruthers Fund shall be available for sabbaticals 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).

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.

Sabbatical leave will generally be limited to summer months outside the academic year. The foregoing shall not preclude the Sabbatical Committee and the College from considering on a case-by-case basis requests for sabbatical leaves during a regular academic semester, provided that a temporary replacement employee approved by the College can be secured through the joint efforts of the sabbatical applicant and the College at no additional cost to the College. For purposes of the foregoing sentence, the College will be deemed to have incurred "no additional cost" if such temporary replacement is hired at a salary figure equal to or lower than that which the faculty member s/he is replacing would

have earned during the time in question. A faculty member awarded a sabbatical during a regular academic semester shall receive, in lieu of salary for that semester, sabbatical compensation at the same rate as would apply to a summer sabbatical award; provided, however, that the College shall continue to make insurance premium payments on behalf of such faculty member for the duration of such sabbatical.

Compensation for sabbatical leaves of eight weeks or longer shall be at the rate of \$5,000 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 Regulations" then applicable to Michigan Employment Relations Commission mediators. Travel expenses shall be reimbursed per the "reasonably and necessarily incurred" standards set forth at section 75 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 sabbatical leave awarded per this Section, the recipient shall receive a cash advance equal to ninety percent (90%) of the sabbatical compensation awarded to him/her. Receipts for all sabbatical expenses must be provided to the College within thirty (30) days after conclusion of the sabbatical leave. The balance of sabbatical compensation owed (if any) shall be paid to the faculty member within thirty (30) days after those receipts have been provided to the College. If a faculty member's 90% cash advance exceeds sabbatical expenses allowed per this provision, the faculty member will, within said thirty (30) day period, reimburse the College the excess amount. The College will promptly reinvest the reimbursed amount as principal of the Carruthers Fund.

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 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 procedures/guidelines 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

- submission to the Sabbatical Committee of all sabbatical leave applications no later than April 7 of the year preceding the requested sabbatical.

The Sabbatical Committee's above-referenced recommendations shall be forwarded to the President no later than the subsequent April 30. 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.

After receiving and evaluating the Sabbatical Committee's recommendations, the President shall in turn make a recommendation to the Board of Trustees for consideration at the Board's normally scheduled May 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 College's Board of Trustees shall, at its regularly scheduled May 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.

ARTICLE XIV

PROFESSIONAL COMPENSATION

Section 63. 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. 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 experience other than teaching must 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 this contract. 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.

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.

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 three 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 listing of accrediting associations as of January 1997 is attached to this contract as Appendix "E".

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.

Section 64. 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 65. 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: at the rate of \$450 per semester contact hour during the 1996-97 academic year; and at the rate of \$500 per semester contact hour beginning September 1, 1997; and at the rate of \$550 per semester contact hour beginning September 1, 1998.

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.

Section 66. Counselors' Compensation. Effective September 1, 1981, and notwithstanding any past practice to the contrary, counselors shall be subject to the same academic calendar as applies to other bargaining unit members; said individuals shall not thereafter be considered to be employed on a twelve-month per year basis. The Administration and an individual counselor may mutually agree that the individual will work any number of weeks during the summer vacation or other break periods, but in such event, and except as provided in the third paragraph of this section, that employee shall receive additional salary for each such week of additional work. That additional salary shall be a prorated amount based upon the number of weeks in the two-semester, academic calendar and the individual's salary for the contract year involved.

The Administration reserves the right to assign each counselor to work up to two (2) weeks during the semester break, and up to eight (8) weeks during the summer vacation period; the Administration also reserves the right to assign one (1) counselor to work during the spring break. Notice of any such assignments must be given to the counselor involved no less than sixty (60) days in advance of commencement of same, and shall be preceded by consultation with the counselor involved. Such assignments shall not include holidays celebrated by general office/administrative staff of the College nor the week between Christmas and New Year's Day. Except as provided in the third paragraph of this Section, a counselor assigned additional weeks of work per the provisions of this paragraph shall receive the prorated weekly salary set forth above for each week so assigned.

Beginning with the 1996-97 academic year, counselors and librarians may be assigned to work up to fifteen (15) days between the end of the Winter Semester and the beginning of the next Fall semester. Unless the counselor/librarian involved agrees to the contrary: five of such days assigned must be consecutive days in the same week and ten (10) of such days may be assigned singularly. The Administration shall provide a schedule of the days required to the Counselors by March 1st 1997 for the 1996-97 year. In all subsequent years the Administration shall provide such a schedule by the end of the Fall Semester. Notwithstanding the foregoing, each counselor will be assured of at least four weeks between the end of Winter Semester and August 15th when he/she would not be scheduled. It is understood the other counselor will be available during those four weeks. The four week block specified does not preclude the Counselors from requesting additional unscheduled time by arrangement with the Dean of Student Services and the other counselor. Counselors or librarians who have been assigned per the foregoing to work days outside the normal academic year shall be entitled to take an equal number of regular work days off during the subsequent fall/winter academic year, and shall further be entitled to take such exchange days off in the same pattern as the foregoing extra days were assigned. (Example: a counselor who is scheduled to work one full week during the summer and two additional single days during that summer, would be entitled to one full week and two additional single days off during the subsequent fall/winter academic year.) Such exchange days off shall be agreed upon between the individual and the relevant Dean. The Dean shall make every effort to accommodate individual schedule requests per the foregoing; individuals shall make every effort to schedule such exchange days off in advance.

It is understood and agreed that during the periods of absence by counselors during the semester, spring and summer breaks, administrative or other non-bargaining unit employees may perform duties which otherwise would have been performed by the absent unit employee.

ARTICLE XV

INSURANCE COVERAGES

Section 67. Health Insurance. During the term of this Agreement, the current health insurance coverages for unit employees and their eligible dependents as defined by MESSA shall be MESSA Group Major Medical Expense Insurance, "SUPER CARE I". During the term of this Agreement, the Employer shall pay the full monthly premium cost of said "SUPER CARE I" coverage. With respect to such coverages, the Employer shall be obligated only to tender premiums, it being understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees. The College shall pay the employee deductibles and prescription co-pay as outlined in the attached Letter of Agreement, Appendix D.

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 the amount of the Super Med 2 single subscriber premium as additional cash compensation. Employees choosing cash compensation may separately elect to contribute that amount toward the MESSA Fixed Option programs available from MESSA. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA Variable Options and/or MEFSA Annuities, and/or MEALS. Any amounts exceeding the Board subsidy shall be payroll deducted.

Section 69. Vision Insurance. Effective with the first premium payment due on or after September 1, 1985, and thereafter during the term of this Agreement, the Employer shall, at its cost, on behalf of all bargaining unit employees, provide MESSA Vision Insurance, "VSP III"; effective September 1, 1997, "VSP III Plus" coverage will be provided at the employer's cost. 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.

Section 70. Dental Insurance. The Employer shall continue at its cost to provide to unit employees and to their eligible dependents, as defined by MESSA, the "DELTA DENTAL AUTO +" dental insurance coverages provided prior to the effective date of this Agreement, together with internal and external coordination of benefits features (COB); effective September 1, 1997, the maximum orthodontic coverage provided shall be \$2,300, and the maximum Class I and Class II coverages provided shall be \$1,500. With respect to such coverages, the Employer shall be obligated only to tender premiums, it being understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees.

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 the following "MESSA" Long-term Disability Insurance coverage: benefit percentage of 66-2/3%; maximum monthly income benefits of \$2,000, to be increased to \$3,000 effective September 1, 1997; maximum eligible monthly salary of \$3,000, to be increased to \$4,500 effective September 1, 1997; qualifying period of "60 calendar day mod"; with maternity coverage; but without Preexisting Condition Waiver, Social Security Freeze, Alcoholism/Drug Waiver, Mental/Nervous Waiver, Cost of Living Benefit or Educational Supplement Benefit features. 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.

Section 72. Life Insurance. The Employer shall provide through August 31, 1992, at its cost, on behalf of all bargaining unit employees the \$25,000 term life insurance coverages provided as of September 1, 1985. Beginning September 1, 1992, the Employer shall provide, at its cost, on behalf of all bargaining unit employees \$50,000 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.

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 statute.

Section 74. Early Retirement Incentive Program. Any bargaining unit member who reaches the age of forty-five (45) and who has not less than ten (10) years of full-time service as a bargaining unit member at North Central Michigan College and is otherwise qualified to retire under the Michigan Public School Employee's Retirement System ("MPSERS") shall have the option to be granted an early retirement supplemental pay incentive.

1. Conditions to be eligible for said early retirement incentive:

(a) The employee must be at the top of the salary schedule;

(b) The employee must actually apply for and commence drawing MPSERS benefits; and

(c) Employees who opt for the retirement incentive program must, for the purpose of continuity, complete the current academic year.

Further:

(d) The retirement incentive will be computed based on the employee's actual attained age at the time of retirement.

(e) Any faculty eligible to retire according to MPSERS regardless of age who chooses to retire at the end of the 1996-97, 1997-98, or 1998-99 academic year shall receive the top step of \$15,000.

(f) The declaration by the member to request early retirement shall be made not less than ninety (90) days prior to the end of the spring semester immediately preceding retirement.

2. Benefits.

(a) Allowance. The College agrees to pay the following allowance as a one-time payment upon early retirement in accordance with the foregoing at the age indicated. Such payments shall be made within two weeks of the date of receipt of the letter of resignation but not earlier than the first day of the Winter Semester.

<u>Age</u>	<u>Amount</u>
45-50	\$15,000
51	14,500
52	14,000
53	13,500
54	13,000
55	12,500
56	12,000
57	11,500
58	11,000
59	10,500
60	10,000
61	9,500
62	9,000
63	8,500
64	8,000

ARTICLE XVII

MISCELLANEOUS

Section 75. 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 President's designee. Reimbursement of expenses so incurred shall be conditioned upon presentation of uniform expense documentation reasonably satisfactory to the Administration. Employees authorized by the President's designee to use their own automobile for such travel shall be compensated therefor at the rate of twenty eight cents (28¢) per mile necessarily driven in the course thereof.

If an instructor must drive more than twenty-five (25) 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¢ per mile for all miles driven (provided that the twenty-five (25) 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 74 of this Agreement.

Section 76. 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 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.

Section 77. 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 78. 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) semester hours of NCMC courses per employee family unit consisting of employee, spouse and dependent child(ren).

Section 79. 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 sufficient 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 80. Meetings. All general faculty and professional staff meetings shall be scheduled between 8 a.m. and 5 p.m., Monday through Friday, and shall 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 unless they are excused by mutual agreement of the College and the individual bargaining unit member.

Section 81. Field Trips.

(a) A field trip shall be defined as an educational activity which requires students and faculty members to leave the campus. Such trips must be approved in advance by the Administration: In a normal situation an instructor shall request trip authorization from the appropriate Dean no less than twenty (20) calendar days in advance of commencement of a contemplated trip. The Dean shall reply to that request within ten (10) calendar days thereafter. The College shall pay Faculty transportation and other approved costs for all such trips which are approved in advance by the Administration.

(b) If, with the Administration's approval, a bargaining unit member uses his or her own automobile for field trips or other College business, the employee shall receive reimbursement at the rate of twenty-eight cents (28¢) per mile for all such miles as are reasonably and necessarily thus driven.

Section 82. Safety. The Employer shall provide a safe work place for all bargaining unit employees. Smoking shall not be permitted on the College premises except in areas specifically designated as smoking areas. A faculty member with a private office may determine whether that office is designated as a smoking or non-smoking area. An office shared by two or more faculty members shall be designated as a non-smoking area unless all of them agree to the contrary.

Section 83. Protective Supplies. The Employer shall provide to the indicated instructors the following supplies and adequate laundering service for same: smocks for art instructors; laboratory coats for laboratory science instructors. The Employer shall also make available to vocational-technical education instructors necessary welding gloves, aprons

and masks or goggles; and laboratory coats for laboratory science and Allied Health instructors.

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

Section 85. Titles. A teaching bargaining unit member who has been awarded a Masters or higher degree from a recognized graduate degree program and who is a Full Status employee as defined at 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".

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 in cases where allegations of misconduct, including consistent substandard performance, have been made. In instances where preliminary investigation indicates to the College that there may be substance to such allegations and that further investigation is warranted, the College will notify the Association and the bargaining unit member of the allegations and of its intent to undertake further investigation.

ARTICLE XVIII

MASTER AGREEMENT: INDIVIDUAL EMPLOYMENT CONTRACTS

Section 87. 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 twenty-three (23) 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 fifteen (15) 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 twenty-three (23) 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 XIX

TOTAL AGREEMENT

Section 88. 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.

ARTICLE XX

DURATION

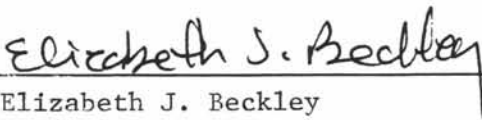
Section 89. Duration. This Agreement shall be effective on September 1, 1996, and shall remain in full force and effect until 12:01 a.m., the 1st day of September, 1999. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, ninety (90) days prior to the expiration that it desires to terminate, modify or amend this Agreement. Notice of desire or intent to terminate, modify or amend this Agreement, shall have the effect of terminating the entire Agreement on the expiration date unless before that date all subjects of amendment proposed by either party have been resolved by collective bargaining.

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

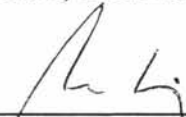
NORTH CENTRAL MICHIGAN COLLEGE
ASSOCIATION OF FACULTY AND
PROFESSIONAL STAFF,
NMEA/MEA/NEA

NORTH CENTRAL MICHIGAN COLLEGE
DISTRICT

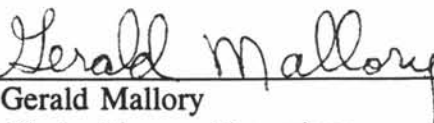
By 
President, NMEA

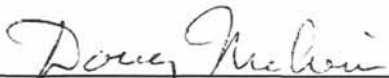
By 
Elizabeth J. Beckley
Chair, Board of Trustees

By 
NMEA Staff Liaison

By 
Robert Kinney
Chair, Personnel Committee

By 
MEA 14-B Uniserv Director

By 
Gerald Mallory
Chair, Finance Committee

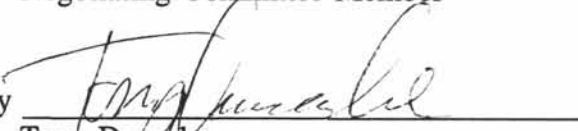
By 
Doug Melvin, Chief Spokesperson,
Negotiating Committee and

By 
Richard Busz
Negotiating Committee Member

By 
Robert B. Graham
President

By 
Maury Cohen
Negotiating Committee Member

By 
Clifford Denay
Negotiating Committee Member

By 
Tony Dunaske
Negotiating Committee Member

Effective the first day of September, 1996.

APPENDIX A

NORTH CENTRAL MICHIGAN COLLEGE
SALARY SCHEDULE

Effective September 1, 1996 Through August 31, 1997

Step	Associate Degree	Bachelors Degree	Masters Degree	Specialists or 2nd Masters	Doctorate
1	26,504	28,817	31,257	33,161	35,069
2	27,561	29,967	32,501	34,485	36,465
3	29,489	32,063	34,777	36,896	39,017
4	30,672	33,347	36,168	38,373	40,580
5	31,774	34,547	37,471	39,758	42,043
6	33,172	36,067	39,118	41,504	43,891
7	34,496	37,507	40,679	43,160	45,640
8	35,879	39,010	42,312	44,889	47,470
9	37,312	40,568	44,000	46,684	49,369
10	38,805	42,191	45,761	48,552	51,342
11	40,357	43,876	47,588	50,492	53,395
12	40,758	44,316	48,064	50,996	53,926
15	42,585	46,300	50,217	53,281	56,343
19	44,246	48,106	52,177	55,361	58,541

APPENDIX A

NORTH CENTRAL MICHIGAN COLLEGE
SALARY SCHEDULE

Effective September 1, 1997

Step	Associate Degree	Bachelors Degree	Masters Degree	Specialists or 2nd Masters	Doctorate
1	27,061	29,423	31,914	33,858	35,806
2	28,140	30,597	33,184	35,210	37,231
3	30,109	32,737	35,508	37,671	39,837
4	31,317	34,048	36,928	39,179	41,433
5	32,442	35,273	38,258	40,593	42,926
6	33,869	36,825	39,940	42,376	44,813
7	35,221	38,295	41,534	44,067	46,599
8	36,633	39,830	43,201	45,832	48,467
9	38,096	41,420	44,924	47,665	50,406
10	39,620	43,078	46,722	49,572	52,421
11	41,205	47,798	48,588	51,553	54,517
12	41,614	45,247	49,074	52,067	55,059
15	43,480	47,273	51,272	54,400	57,527
19	45,176	49,117	53,273	56,524	59,771

APPENDIX A CONTINUED

- 1996-97 The 1996-97 salary schedule set forth above reflects a continuation through August 31, 1997, of the parties' 1995-96 salary schedule.
- 1997-98 (September 1, 1997 through August 31, 1998)
The 1997-98 salary schedule set forth above reflects a 2.1% general increase effective September 1, 1997. The pay of each bargaining unit member for September 1, 1997 through August 31, 1998, will be based on COLA and tied to the Consumer Price Index (CPI-W) - Urban Wage Earners and Clerical Workers, All Cities (U.S.), year to year in March 1998, with a cap of 3.3%. By the last paycheck in May, 1998, each bargaining unit member's 1997-98 gross pay will be adjusted based upon the above CPI-W Index, March 1998 as compared to March 1997. If the March 1998 CPI-W Index is less than 2.1% higher than the March 1997 Index, the bargaining unit member's gross pay will not be adjusted because 2.1% is the floor and the bargaining unit member's salary increase cannot be adjusted downward. If the CPI-W Index increase from March 1997 through March 1998 is greater than 2.1%, the bargaining unit member's gross pay will be adjusted upwardly accordingly, with the understanding that the bargaining unit members will not benefit from any increase in the CPI beyond 3.3%. Any adjustment necessitated by this language will be retroactive to September 1, 1997. The adjustment upward will be made in the bargaining unit member's last paycheck in May. (Examples - on September 1, 1997, 2.1% will be added to the salary schedule. When the March 1998 year to year CPI-W Index - Urban Wage Earners and Clerical Workers, All Cities (U.S.) is published, if the March 1998 CPI is greater than 2.1% higher than the March 1997 figure, the salary schedule and each bargaining unit member's salary will be adjusted retroactively. Therefore, if the above March 1998 CPI increase is 3.0%, the 1997-98 salary schedule will be adjusted upward an additional .9 of 1% retroactively to September 1, 1997. If the above March 1998 CPI increase is 2.4%, the salary schedule will be adjusted upward .3 of 1% retroactively to September 1, 1997. If the above March CPI is 3.5% higher than the March 1997 figure, the 1997-98 salary schedule will be adjusted upward 1.2% retroactively to September 1, 1997 (because the adjustment upward has a 3.3% cap). If the above March 1998 CPI is 2.1%, or less higher than the March 1997 figure, the 1997-98 salary schedule will not be adjusted (because 2.1% is the floor).
- 1998-99 (September 1, 1998 through August 31, 1999)
2.1% will be added to the salary schedule September 1, 1998. The pay of each bargaining unit member for September 1, 1998, through August 31, 1999, will be based on COLA and tied to the Consumer Price Index (CPI-W) - Urban Wage Earners and Clerical Workers, All Cities (U.S.), year to year in March 1998, with a cap of 3.3%. By the last paycheck in May 1999, each bargaining unit member's 1998-99 gross pay will be adjusted based upon the above CPI-W Index, March 1999 as compared to March 1998. If the March 1999 CPI-W Index is less than 2.1% higher than the March 1998 Index, the bargaining unit member's gross pay will not

be adjusted because 2.1% is the floor and the bargaining unit member's salary increase cannot be adjusted downward. If the CPI-W Index increase from March 1998 through March 1999 is greater than 2.1%, the bargaining unit member's gross pay will be adjusted upwardly accordingly, with the understanding that the bargaining unit members will not benefit from any increase in the CPI beyond 3.3%. Any adjustment necessitated by this language will be retroactive to September 1, 1998. The adjustment upward will be made in the bargaining unit member's last paycheck in May. (Examples: on September 1, 1998, 2.1% will be added to the salary schedule. When the March 1999 year to year CPI-W Index - Urban Wage Earners and Clerical Workers, All Cities (U.S.) is published, if the March 1999 CPI is greater than 2.1% higher than the March 1998 figure, the 1998-99 salary schedule and each bargaining unit member's salary will be adjusted retroactively. Therefore, if the above March 1999 CPI increase is 3.0%, the salary schedule will be adjusted upward .9 of 1% retroactively to September 1, 1998. If the above March 1999 CPI is 2.4% higher than the March 1998 figure, the 1998-99 salary schedule will be adjusted upward .3 of 1% retroactively to September 1, 1998. If the above March 1999 CPI is 3.5% higher than the March 1998 figure, the 1998-99 salary schedule will be adjusted upward 1.2% retroactively to September 1, 1998 (because the adjustment upward has a 3.3% cap). If the above March CPI is 2.1% or less, the 1995-96 salary schedule will not be adjusted (because 2.1% is the floor).)

APPENDIX "B-1"

PROBATIONARY
FACULTY CONTRACT

North Central Michigan College
Petoskey, Michigan

This is an employment agreement effective the _____ day of _____, 19__, 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 _____, 19__, and continuing through _____, 19__.

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. (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 _____, 19__, 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

By

Faculty Member

Its President

APPENDIX "B-2"

FULL STATUS

FACULTY CONTRACT

North Central Michigan College
Petoskey, Michigan

This is an employment agreement effective the _____
day of _____, 19____, 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 _____, 19____, and continuing through
_____, 19____.

2. Position. The Faculty Member's job classification
for said academic year shall be _____.
The Faculty Member shall be subject to assignments at the discre-
tion 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 (\$_____), pay-
able 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 follow-
ing sentence. (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 _____, 19__, 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

By

Faculty Member

Its President

Appendix C to Part 825—Notice to Employees of Rights Under FMLA

YOUR RIGHTS

under the FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- ▶ 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.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- ▶ The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- ▶ An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- ▶ For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- ▶ Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- ▶ The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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:

- ▶ The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- ▶ An eligible employee may bring a civil action against an employer for violations.

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.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

APPENDIX D

LETTER OF AGREEMENT

This letter of agreement by and 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/NMEA/MEA/NEA, hereinafter referred to as the "Association", sets forth the understandings of the parties in regards to the change from MESSA Super Care II to MESSA Super Care I Health Insurance.

It is hereby understood and agreed that the health care coverage MESSA Super Care II shall convert to MESSA Super Care I as of the 1991-92 school year. It is further agreed by the parties that the Employer shall pay the deductibles and the difference in prescription co-pay to be incurred by the bargaining unit members thereafter upon offer of proof of such incurred expense as outlined below.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family and up to one dollar and fifty cents (\$1.50) per prescription.

Members shall offer proof in the form of receipts from health care providers, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred.

Receipts or worksheets so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the member's discretion but shall clearly show the amount so incurred and the date of the provided service. Receipts must be received ten (10) days prior to the end of the quarter for payment at least two (2) weeks after the start of the quarter.

The Employer shall inform each member when such member has reached the maximum deductible each year.

President
North Central Michigan
College

Chief Negotiator
North Central Michigan College
Association of Faculty and
Staff /NMEA/MEA/NEA

Date

NORTH CENTRAL MICHIGAN COLLEGE
ASSOCIATION OF FACULTY AND PROFESSIONAL STAFF

AND

NORTH CENTRAL MICHIGAN COLLEGE
AGREEMENT CONCERNING ARTICLE X OF THE CONTRACT

It is understood by both parties that the College is interested in pursuing the academic and financial feasibility of establishing Department Chair Positions within the College. It is further understood that if and when the College determines that any Department Chair position should be established, the person filling that position shall be selected from among full-time bargaining unit members, and that no such position will be implemented absent agreement between the College and Association regarding the duties of and compensation for such Department Chair position.

AGREED:

NORTH CENTRAL MICHIGAN COLLEGE
ASSOCIATION OF FACULTY AND
PROFESSIONAL STAFF

AGREED:

NORTH CENTRAL MICHIGAN
COLLEGE

By _____ ; _____
Date

Its _____

By _____ ; _____
Date

Its President

Accrediting Agencies

Nationally Recognized Accrediting Agencies and Associations

The following regional and national accrediting agencies and associations are recognized by the U.S. Secretary of Education as reliable authorities concerning the quality of postsecondary education of training offered by educational institutions or programs. The dates included with each entry are: date of initial listing/date of action taken as a result of last full-scale review/date of next regular review.¹ The U.S. Secretary of Education has recently changed the acronyms used for the recognized regional accreditation commissions and the nationally recognized professional and special accrediting bodies. The new acronyms can be found in italics after the old acronym.

Regional Accrediting Bodies

Delaware, District of Columbia, Maryland, New Jersey, New York, Pennsylvania, Puerto Rico, Virgin Islands

Commission on Higher Education
Middle States Association of Colleges and Schools **M**
(MSACHE)
1952/1992/1996
3624 Market Street
Philadelphia, PA 19104
(215) 662-5606
Howard L. Simmons, Executive Director

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

New England Association of Schools and Colleges
1952/1992/1997
209 Burlington Road
Bedford, MA 01730-1433
(617) 271-0022
Richard J. Bradley, Executive Director

Commission on Institutions of Higher Education **EH** (NEACHE)
Charles M. Cook, Director of the Commission
(Initially recognized in 1952)

Commission on Technical and Career Institutions **EV** (NEACTC)
Richard E. Mandeville, Director of the Commission
(Initially recognized in 1973)

Arizona, Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South Dakota, West Virginia, Wisconsin, Wyoming

¹U.S. Department of Education, *Nationally Recognized Accrediting Agencies and Associations*, February, 1999 with manual corrections as of September, 1994.

Commission on Institutions of Higher Education
North Central Association of Colleges and Schools **NH**
(NCACHE)
1952/1992/1997
30 North LaSalle Street, Suite 2400
Chicago, IL 60602
(800) 621-7440
Patricia A. Thrash, Executive Director

Alaska, Idaho, Montana, Nevada, Oregon, Utah, Washington

Commission on Colleges
Northwest Association of Schools and Colleges **NW** (NWASC)
1952/1992/1997
3700-B University Way, NE
Seattle, WA 98105
(206) 543-0195
Joseph A. Malik, Executive Director

Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia

Commission on Colleges
Southern Association of Colleges and Schools **SC** (SACSCC)
1952/1991/1996
1866 Southern Lane
Decatur, GA 30033-4097
(800) 248-7701
James T. Rogers, Executive Director

Commission on Occupational Education Institutions
Southern Association of Colleges and Schools **SV** (SACCOE)
1989/1991/1996
1866 Southern Lane
Decatur, GA 30033-4097
(800) 248-7701
Harry L. Bowman, Executive Director

California, Hawaii, American Samoa, Guam, Commonwealth of the Northern Mariana, and the Trust Territory of the Pacific Islands

Accrediting Commission for Senior Colleges and Universities
Western Association of Schools and Colleges **WC** (WASC/SJ)
1952/1989/1994
c/o Mills College, Box 9990
Oakland, CA 94613
(510) 632-5000
Stephen S. Weiner, Executive Director

Accrediting Commissions for Community and Junior Colleges
Western Association of Schools and Colleges **WJ** (WASCJC)
1952/1992/1997
PO Box 70
Aptos, CA 95001
(408) 688-7575
John C. Petersen, Executive Director

AGREEMENT
CONCERNING DEPARTMENT HEAD POSITIONS

In October of 1991, the parties entered into a Letter of Understanding regarding potential Department Head Positions within the College. In December of 1992, the parties implemented that understanding with a written Agreement which specified certain details of the Department Head position and compensation. That 1992 Agreement was later replaced with a November 1994 Agreement. The parties now agree as follows, in replacement of all of these prior Agreements:

1. The duties of all Department Heads designated by the College shall be as set forth in the position description attached hereto as Exhibit "A".
2. Department heads shall be required to perform said duties only during the College's Fall and Winter semesters. A Department Head may voluntarily agree to perform such duties during Summer sessions, subject to mutual agreement between the Department Head and the College regarding compensation, hours of work and duties.
3. During an Instructional Year (i.e.: Fall and Winter Semesters) each individual designated by the College as a Department Head shall, at his/her option, be compensated as follows for the performance of Department Head duties:

OPTION A: A Department Head's minimum and maximum normal teaching loads as contemplated at Section 48 of the parties collective bargaining agreement will be reduced by six (6) "equated hours" per semester;
or

Alternatively

OPTION B: The Department Head shall receive compensation equal to six (6) hours of overload compensation, at the then-applicable rate set forth at section 65 of the parties' collective bargaining agreement, less normal payroll deductions. Said amount shall be paid at the same time as overload and part-time pay each semester.

A Department Head may select either compensation option for either semester of an instructional year, and will in writing advise the College of the option selected no later than the following dates: for Fall Semester, by the preceding March 15; for Winter Semester, by the preceding October 15.

4. Department Heads shall not be required, absent their agreement, to accept any "overload" assignment as that term is defined in Paragraph 3, Option A, above.

5. At the conclusion of each Instructional Year each Instructor/Professor who teaches within the department in question will be given an opportunity to evaluate the performance of the Head of that Department on written survey forms which will be developed and provided by the College. For purposes of administrative follow up Instructors/Professors will be requested to identify themselves on such survey forms. Individual ratings and comments will, however, be kept confidential and will not be disclosed to the Department Head.

6. No person shall be required to be a Department Head absent that person's voluntary agreement to do so.

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

NORTH CENTRAL MICHIGAN
COLLEGE DISTRICT

By *[Signature]* : 7/5/97
Date

By *[Signature]* 8-1-97
Robert B. Graham Date
Its President