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MASTER AGREEMENT

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Between

BAY de NOC COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

BAY de NOC COMMUNITY COLLEGE  
TEACHERS' EDUCATION ASSOCIATION  
M.E.A. Affiliate

1986-87  
1987-88  
1988-89

*Bay de Noc Community College*

STANFORD UNIVERSITY  
MUSEUM OF ETHNOLOGY  
BERKELEY, CALIF.

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## RECOGNITION, RIGHTS AND GUARANTEES

- 0001 A Master Contractual Agreement between the Board of Trustees of Bay de Noc Community College and the Teachers' Education Association (M.E.A.) affiliate.
- 0002 This Agreement entered into this 18th day of August, 1986 by and between the Board of Trustees of Bay de Noc Community College, hereinafter called the Board, and the Teachers' Association, hereinafter called the Association.
- 0003 WHEREAS, the Board has an obligation to negotiate with the Association as the duly recognized representative of Bay de Noc Community College teachers and counselors, but excluding all other employees of the Board of Trustees.

0004 WHEREAS, The Board and the Association have reached agreements which are confirmed in this contract.

0005 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

0006 Board Recognition

The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all Bay de Noc Community College teachers as enumerated in paragraph 0007 of this Agreement, all of which are collectively designated as the "bargaining unit". The term "teacher" when used hereinafter in this Agreement shall refer to all members of the designated bargaining unit and reference shall include both male and female teachers.

0007 Board Recognition

For the purpose of determining this bargaining unit only, a Bay de Noc Community College teacher shall be defined as a teacher assigned fourteen (14) or more contact hours in any week for a semester or one who is assigned full-time counseling duties, or holds a full-time appointment to the college as a teacher, counselor, or teacher-counselor, except part-time nursing instructors who teach up to and including seventeen (17) contact hours each week of clinical nursing per semester and are exempt from this bargaining unit. A teacher who uses the Spring and/or Summer Semesters to receive credit toward his/her maximum annual load, as provided in the contract, continues to be included in the bargaining unit. Teachers electing the off-schedule teacher's option will continue to be members of the bargaining unit. Teachers who are hired exclusively to staff state and/or federally-funded projects or contracted vocational classes are not included in this bargaining unit.



0007 (cont'd) Teachers who are hired for one semester or less to teach technical classroom-laboratory courses which have a total of fourteen (14) contact hours or less are excluded from the bargaining unit.

The following teacher/administrator positions are also excluded:

- Teacher/Administrator - Health Programs
- Teacher/Administrator - Wood Harvest
- Teacher/Administrator - Special Needs
- Teacher/Administrator - Management Development
- Teacher/Administrator - Data Processing Programs.

0007.1 Off-Schedule Teacher

If approved by the appropriate administrator, a teacher may elect to be classified for one-year periods as an Off-Schedule Teacher. At the end of each year, if mutually agreed by the appropriate administrator and the Off-Schedule Teacher, this classification may be extended. Off-Schedule Teachers are not bound by contract clauses related to hours or days but will cooperatively determine work schedules and calendar workdays with the designated administrator. It is agreed that Off-Schedule Teachers will handle their responsibilities with time contributions which, on the average, exceed minimum contract hours. Teachers electing the Off-Schedule Teacher option will continue to be members of the bargaining unit.

0007.2 Lab Assistant/Instructional Assistant

Lab Assistants and Instructional Assistants are excluded from this bargaining unit. Lab Assistants and Instructional Assistants are supervised by the instructor under the direction of the respective administrator.

0008 Sole Agent

The Board agrees not to negotiate with any teacher represented by this Association individually except for clauses which permit individual negotiation.

0009 Supersedes

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

- 0009 (cont'd) This Agreement constitutes the negotiated agreements of the Board and the Association and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects covered in this Agreement
- 0010 Changes in Current Policies  
The Board agrees to effect any changes in current Board policies or bylaws which are in conflict with this Agreement.
- 0011 Copies of Proposed Policy Changes  
The Board will furnish the President of the Association with copies of all proposed policy or bylaw changes one week in advance of final action of such change. In cases of emergency, the Association President or designee may waive the one-week provision of this clause.
- 0012 This contract may be opened on any item upon mutual written consent of both parties.
- 0013 Amendment  
Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the Agreement.
- 0014 Effect on Individual Contracts  
Any individual contract between the institution and an individual in the bargaining unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 0015 No Strike
- 0015.1 During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strikes, or work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, "blue-flu," or any other type of interference of any kind, whatsoever, with operations of any of the facilities, singularly or jointly, of the Employer, and picketing of any kind. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Employer.

- 0015.2 The Association shall advise any and all teachers involved, including notification to the communications or press media, if requested by the Employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.
- 0015.3 The Employer shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision, provided the Association has had time to notify the individuals. Prior to the taking of disciplinary or other action enumerated herein, the Employer shall notify the Association of its intentions and may also consult with the Association in connection therewith.
- 0016 No Lockout
- The Board agrees that it will not engage in a lockout so long as this Agreement is in effect.
- 0017 Access to Information
- The President of the Association, upon request, shall be sent copies of statements and financial information pertaining to the college. Such information shall be limited to that which is normally distributed to the Board.
- The Association shall, upon request, send copies of correspondence, applications, legal documents, and such other items which could have a financial influence upon the institution to the President of the college at the same time they are sent to other parties, except tactical and legal advice relating to Association business.
- 0018 Copies of Agreement
- Copies of this Agreement shall be printed at the expense of the college within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. The Board will also supply to the Association, free of charge, ten (10) copies of the Agreement, plus more as needed, at reasonable cost.

0019      Board Rights

0019.1    It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- a. manage and control its business, its equipment, and its operations and to direct the working forces and affairs of Bay de Noc Community College.
- b. continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- c. the right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.
- d. determine the services, supplies and equipment necessary to continue its operations.
- e. adopt reasonable rules and regulations.
- f. determine the qualifications of employees.
- g. determine the number and location or relocation of its facilities, including the establishment of relocations, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, division or subdivisions, buildings and other facilities.
- h. determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- i. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

0019.1 (continued)

- j. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- k. determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria.

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

0019.2 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

0020 Meeting Rooms

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

0021 Association Business

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

0021.1 Professional Personnel and Association Leave

- a. Any teacher who serves on a jury shall receive full pay less the amount paid by the court. If the service does not interfere with assigned duties, no deduction will be made.
- b. Any teacher who is subpoenaed to testify in a case arising from work at Bay de Noc Community College shall suffer no loss in pay.
- c. At the beginning of each school year the Association shall be credited with fifteen (15) days to be used by Association members who are officers or agents of the Association. The Association agrees to notify the appropriate administrator no less than one week in advance of taking such leave. If available, appropriate substitutes will be provided and paid for by the Association.

0022 Use of Facilities

The Association shall have the right to use institution facilities and equipment on college property, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the institution for any materials and supplies incidental to such use.

The Association shall be liable for and shall promptly reimburse the Board for any damage resulting from misuse of such equipment during its use by the Association. The Association shall not make unreasonable use of college secretaries. Use of equipment or college secretaries for personal business shall be prohibited unless approved in writing by the President of the college.

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

0023 Official Association Representative at Board Meetings

If the President of the Association wishes items placed on the agenda for a regularly-scheduled Board meeting, he shall make such request of the Board forty-eight (48) hours prior to meeting. The Board shall then recognize the President of the Association or his/her representative as a matter of new business. The Association President or his/her designated representative will be recognized for comment on agenda items.

0024 Association/Management Council

The President of the college shall designate two representatives from the administration or Board and one from the teaching faculty. The Association shall designate two representatives from the teaching faculty and one from the administration or Board who shall meet on a regular basis for discussion of problems of mutual concern, improvement techniques, to identify and solve work-related problems, to present their solutions to the college president, Association president, and to monitor the implementation of approved solutions to ensure that they work. The Association/Management Council shall give attention to reviewing and addressing the following clauses of this Agreement:

1. The work load of instructors who teach Rhet and Comp and/or communication skills be evaluated. An appropriate solution will be recommended for adoption by the college.
2. College calendar for the academic years 1987-88 and 1988-89.
3. Examine the faculty work load within each division and make appropriate recommendations.
4. Oll4 new language for division/division chairpersons selection, responsibilities, participation, involvement, etc.
5. Prepare a proposal to unify the quality of instruction and related support services among identical Bay course offerings.
6. The need to have more than one text for multiple section classes shall be evaluated.

0025 Non-Prohibitive

Nothing contained herein shall prevent the Association from consulting at the proper level at times other than those set forth above, if matters of an urgent or emergent nature arise within the area of collective negotiations.

0026 Academic Freedom

0026.1 The Board recognizes the educational profession's right and responsibility to insist that, relatively, students must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that the teacher must be acting within his competency area in accordance with accepted courses of study.

0026.2 While the teacher must be free to teach and live according to his conscience, so must his students and the public he serves. The teacher may not infringe upon the freedom of those he serves. Opinion should be stated as such and theory for what it is.

0027 The Policy and Procedure Handbook

Division Chairpersons, Association President and the Grievance Committee Chairperson shall be supplied with a copy of the Policy and Procedure Handbook.

0028 Textbooks and Other Teaching Materials

All textbooks and other teaching materials shall be selected by the teacher except for multiple-section courses. In multiple-section courses, all teachers who teach the course shall be involved in the selection of the texts to be used. The Board and administration shall not be held liable for any action as a result of this clause.

0029 Distribution of Communications

Distribution of Communications distributed generally to teachers by the institution, or a school within the institution, shall be supplied to the Association President at the same time.

0030 Calendar

A calendar of contract days is a part of this contract and is included in the appendix.

0031 Curriculum

A Curriculum Committee shall be established at the beginning of the fall semester of each new year. The committee shall consist of one full-time teacher from each division elected by the division and one administrator appointed by the President.



0031.1 This committee shall be advisory in nature and shall discuss and recommend matters pertaining to curriculum after they have been dealt with by division action and before they are recommended to the administration or Board.

Upon receiving a proposal brought before the Curriculum Committee, a statement shall be forwarded by the Chairperson to the Instructional Dean stating any concerns and recommendations. This committee is not empowered to set procedures or hold up action on curriculum proposals.

0031.2 The Curriculum Committee Advisory responsibility will include the following:

- a. any programs and courses considered to be utilized for credit toward degrees or certificates.
- b. changes in course numbers, content and prerequisites that will alter the requirements of degrees and certificates.
- c. changes in courses that will affect articulation.
- d. community-education courses not to be applied toward degree or certificates and programs or projects funded solely by state or federal funds will not be considered for review by the Curriculum Committee unless it is referred to the committee by the administration.

0031.3 Minutes of the Curriculum Committee discussions and recommendations shall be kept, and copies shall be distributed to the Association president and the Administrative Faculty.

0031.4 A copy of curriculum considerations shall be sent to the Association President prior to being referred to the Curriculum Committee.

0031.5 Curriculum action that must be taken during time periods when four or more Curriculum Committee members cannot meet, shall be reviewed by the Association President or designee and the administrator responsible in the area affected.

## TEACHERS, PERSONNEL, AND DIVISION PROCEDURES

### 0100 Proposed Teaching Assignments

Proposed teaching assignments will be developed simultaneously with the class schedule.

Any proposed modification to teaching assignments may be made by the designated administrator only after consultation with the teacher or teachers who would be directly affected by the proposed modification. Teachers affected are only those who would have their teaching assignment changed.

In the event that the affected teacher or teachers cannot be reached for consultation, the modification may be made and the consultation shall take place as soon as it is reasonably possible to do so.

It is agreed that teaching assignments or modification of teaching assignments will not be used to facilitate layoffs, nor be made capriciously or arbitrarily.

#### 0100.1 Teaching Assignments

The assigned college teaching load of a full-time teacher shall be a maximum average of 16 credit hours or 18 contact hours per academic week. Assigned hours beyond these maximums will be paid on a pro-rated basis. A contact hour is defined to be 50 minutes of regularly-scheduled class activities.

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

0100.2 When it is approved by the teacher and the administrator-in-charge, a teacher may receive credit toward his/her maximum required annual load during the following fall and winter semesters rather than receiving summer pay. The teacher shall notify the division chairperson and the administrator-in-charge, in writing, within fourteen (14) calendar days after approval.

#### 0100.3 Nursing Teachers' Load

During the fall 1986 semester, twenty-three (23) contact hours per week will constitute a full load.

Effective with the winter 1987 semester, twenty-one (21) contact hours per week will constitute a full load.

0100.3 Nursing Teachers' Load (continued)

Beginning with the fall 1987 semester, the administrator-in-charge may average the twenty-one (21) contact hours required over the fall and winter semesters providing the semesters are in the same academic year.

0100.4 Counselors' Schedule

The counselors' schedule will be arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, compensatory time will be given when additional time is scheduled by the Dean of Student Services.

0100.5 Staff Assignments and Special Projects

Staff Assignments will be paid at the prevailing rate for part-time teachers and under the policies, procedures, rules and regulations applying to part-time teachers.

No full-time teacher shall teach more than fourteen (14) contact hours at the part-time rate per semester.

Each teacher in the bargaining unit shall submit to the appropriate administrator, a list of courses the teacher is qualified to teach. The basis for the qualification shall be included with the list. At any time thereafter a teacher becomes qualified to teach additional staff assignments, he/she shall notify the appropriate administrator to have them included along with the basis for the qualification(s).

Special projects approved by the administration shall be undertaken on a voluntary basis, and the pay shall be that offered by the administration or project director at the time the assignment is offered.

0101 Teacher Responsibilities

The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is a major responsibility of the institution. Teachers are expected to work within their institution. Teachers are expected to work within their contracted area of competency so that each student is challenged to achieve and learn.

Teacher Responsibilities (continued)

1. The teacher shall keep well-informed, with particular attention to the latest developments in his/her subject area and teaching technology. Each teacher shall teach his/her assigned courses and develop course content and appropriate instructional materials for the course he/she teaches. Each teacher will prepare and submit, yearly, an up-to-date, currently dated course outline for each course to be taught. Instructors will do this as soon as possible and no later than two weeks after start of the first class session.

The teacher shall be involved in the planning of disciplinary programs and courses. He/she shall be expected to regularly attend scheduled college meetings, provided these do not conflict with class assignments. Unless excused by the administrator-in-charge, teachers shall be expected to attend graduation exercises.

2. Each teacher will serve as advisor to students. The assignment will be made on a distribution of students in terms of numbers and programs.
3. Each teacher shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, keeping inventories up-to-date, etc., necessary for smooth operation of his/her discipline and the college.
4. Office Hours

Teachers shall maintain at least five (5) hours per week for consultation with students. Such hours shall be in addition to his/her scheduled classes. Each teacher shall post on or beside his/her office door his/her consultation hours.

5. The college day is from 7:00 a.m. to 11:00 p.m. Teachers may be scheduled at any time during this period as requirements are determined. Hours beyond these times or Saturday and Sunday classes may be scheduled only with the consent of the teacher.
6. A teacher who teaches an evening class, which ends after 9:00 p.m. as a part of his/her regular load shall not be assigned without his/her consent a class prior to 9:00 a.m. on a morning after he/she has taught an evening class.

0101 Teacher Responsibilities (continued)

7. With the exception of absences that qualify under Clause 0301.4, all absences and reasons for such absences from scheduled duties shall be reported promptly to the administrator-in-charge.
8. Teachers will support and assist in the enforcement of student and safety regulations.

0102 Teaching Assignment Load

The following class size guidelines shall be observed.

In cases where unforeseen circumstances occur and there is sufficient room capacity or stations available, additional students may be added upon the permission of the teacher of the class.

Lecture	30 or Room Capacity
Laboratory	Number of Stations
Lecture-Laboratory Related	75
English Composition and Speech	22
Research Writing	18
Auto Mech. and Auto Body	18
Diesel	18
Welding	18
Machine Tool	18

0102.1 Course Cancellation

Go Courses

1. A Go course is one which is:
  - A. Part of a full load and has a minimum of thirteen (13) students enrolled in it.
  - B. Offered at the part-time salary level, and the derived tuition is equal to the instructor's salary to include fringe benefits and any inherent fees.
  - C. Nursing clinical courses shall have a minimum of ten (10) students.
2. A Go course will not be subject to cancellation.

0102.1 Course Cancellation (continued)

No-Go Courses

1. A No-Go course is one which does not have sufficient enrollment at the close of late registration to be classified as a go.
2. A No-Go course will be subject to cancellation except in those instances in which continuance is justified.
  - A. Justification for the continuing of a No-Go course will include:
    1. Program requirement
    2. Program reorganization
    3. Program phase-out
    4. New program/course initiation
    5. Sequence completion
    6. Averaging academic year work load
  - B. A No-Go course will be canceled prior to its first scheduled meeting in the semester/session in which it is offered or as soon as possible thereafter. Cancellation procedures will include:
    1. The informing of the instructor and the Dean of Students by the appropriate dean.
    2. The replacement of the No-Go course with a Go course in the instructor's schedule when appropriate.
    3. The informing of the enrolled students by either the assigned instructor in the case of a full load course or the appropriate dean in the case of the staffed course.
    4. The assisting of the involved students by the informing individual in the reorganization of their class schedules.

0103 Overload

An overload is an assignment which exceeds the guidelines of contact and credit hours and does not apply to specially-funded programs or community education programs. An overload shall be made only with the consent of the teacher. It shall not exceed six (6) contact hours. The teacher shall be paid a prorated amount of his/her basic salary for the overload.

0104 Course Development

A teacher assigned to develop a new course or series of courses may be entitled to a load reduction from the established class load guidelines or to a contact hour reduction. The teacher and administrator-in-charge shall work cooperatively to establish the assignment and the reduction.

0105 Student Advising and Pre-enrollment

All student advising and pre-enrollments shall be the responsibility of the full-time counselors, teachers, and any qualified person as approved by the Dean of Student Services.

0106 Sponsorship of Student Activities

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

0107 Part-time Teachers

The following administrative positions are exempt from any restrictions regarding the number of hours which they may teach.

Teacher/Administrator - Health Programs

Teacher/Administrator - Wood Harvest Programs

Teacher/Administrator - Special Needs

Teacher/Administrator - Management Development

Teacher/Administrator - Data Processing Programs

Except for community-education-type courses and emergencies, no administrator shall teach classes listed in the catalog unless approved by the Association President.

0108 Proposed Class Schedule

Proposed class schedules shall be developed cooperatively by the teachers of each division as a group with the administrator-in-charge.

Any proposed modification to the schedule may be made by the designated administrator only after consultation with the teacher or teachers whose schedules would be directly affected by the modification. Teachers directly affected are only those who would have their schedules changed by the modification. Schedule changes shall not be made arbitrarily or capriciously.

In the event that the affected teacher or teachers cannot be reached for consultation, the modification may be made and the consultations shall take place as soon as it is reasonably possible to do so.

It is agreed that the schedule or modifications of the schedule will not be used to facilitate layoffs.

0109 Any full-time teacher who has been assigned eight (8) contact hours in a semester in a division shall have full voting rights in that division.

0110 New Positions

0110.1 Establishment of New Positions

The administrator-in-charge shall determine the initial need for a new full-time position.

0110.2 The administrator-in-charge shall notify the Association President of the need for a new full-time instructional position, which would fall within the bargaining unit.

0110.3 Items in 0110.2 are to be completed before a recommendation for a new position is presented to the Board of Trustees.

0110.4 Positions funded entirely by state and/or federal monies shall not be subject to 0110.2.

0111 Tenure and Contract Renewal

A. Only teachers who have had three years full-time teaching service at Bay de Noc Community College (two regular semesters a year, excluding spring and summer sessions) shall be eligible for tenure.

B. New teachers shall be on probationary status for the first three (3) years of their employment.



0111 Tenure and Contract Renewal (continued)

- C. No teacher shall be required to serve more than one (1) probationary period in this institution.
- D. At the end of the probationary period tenure may be granted by the Board of Trustees, if recommended by the administrator-in-charge.
- E. In the event that tenure is not recommended, reasons shall be stated in writing.
- F. The tenure clauses of this contract do not affect the administrative right of limiting contracts during the initial three-year period.
- G. If a tenured teacher requests and is granted a release from the college before the expiration of his/her contract, he/she shall reimburse the college up to \$150.00 for the expense involved in finding a replacement.

0112 Tenure and Continuing Contract

On successfully completing signed probationary contracts, the teacher shall be considered for tenured status as indicated in 0111 (D). A tenured teacher will have a continuing contract, except when canceled through the teacher reduction procedure of the Agreement.

0113 Just Cause

- 0113.1 No teacher shall be disciplined without Just Cause. Disciplinary action shall be defined as any warning, reprimand, time off without pay, withholding of pay, or discharge. Discharge of a non-tenured teacher is not arbitrational.
- 0113.2 A teacher shall be entitled to have present a representative of the Association during any meeting from which disciplinary actions result.
- 0113.3 If discharge of a tenured teacher is to be considered because of inadequacies observed in the teacher's professional work with students,
  - a. the inadequacies must be well-founded incidence(s) that have been documented in the teacher's personnel records.
  - b. the teacher must be given clear direction to improve and the consequences of his/her failure to do so.

0113.3 Just Cause (continued)

- c. adequate opportunity for the teacher to make improvements shall be worked out between the dean-in-charge and the teacher.
- d. opportunity for the teacher to take a leave of absence for the purpose of pursuing further study or receiving medical attention shall be made.

0114 Division

0114.1 Division Chairpersons

a. Selection and Appointment

1. Division chairpersons are appointed annually and they may succeed themselves.
2. The divisions or any member thereof may nominate a member or members for division chairperson. Any administrator may also make nominations. The Dean of Instruction of the college will make the final appointments from these nominees.
3. If the chairperson position should for any reason become vacant before the expiration of the term of service of the incumbent, the same procedures will be followed to fill the vacancy.

b. Division Chairperson Responsibilities

Division Chairpersons will be on call when available to perform the following responsibilities:

1. chair the meetings of the division.
2. provide a liaison between divisions.
3. provide a liaison between the division and the administration.
4. attempt to involve division members in division decisions, e.g., course offerings, budget preparation, grade practices, formulation and appraisal of goals and objectives, advising, etc.
5. complete a division progress report for each semester.

0114.2 Participation

Each academic division of the institution shall deliberate as a participating group of all members in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting, operating both formally and informally on propositions such as course offerings, curriculum matters, budget and personnel, promotion issues and periodic appraisal of goals and objectives. In order to accomplish the foregoing divisional goals and objectives, the following shall be observed.

0114.3 Specified Involvement

Division matters, problems and propositions in which divisional teachers shall be democratically involved and which shall specifically be included in the appraisal, shall include, but shall not be limited to the following:

Division Chairpersons shall attempt to involve divisional teachers in the following areas and teachers shall participate in these areas:

- a. the development of divisional curricula.
- b. the determination of course offerings and teaching assignments, including off-campus and summer sessions.
- c. teacher participation in the preparation of the divisional budget.
- d. utilization of professional improvement funds.

0115 Division Meetings

A schedule for division meetings shall be determined by the division members.

Emergency meetings may be called only under procedures established by the division members.

0116 Evaluation

The evaluation of teachers shall be uniform for all teachers within each division.

## APPOINTMENTS, PROMOTIONS, REDUCTIONS, AND RELATED MATTERS

### 0201 Promotions

0201.1 A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra-duty activities.

0201.2 Whenever a vacancy occurs which is a promotion as defined in Section 0201.1, the Employer shall publicize the same by giving written notice of such vacant position, with qualifications and job description where possible, to the President of the Association prior to publication elsewhere. The President of the Association shall notify all teachers of the vacancy.

0201.3 Any teacher may apply for a vacancy in a position considered to be a promotion in Section 0201.1. In filling such a vacancy, the Board shall consider the professional qualifications, background, attachments, and other relevant factors, including service in the college, of all applicants.

0201.4 If requested, unsuccessful applicants shall be given reasons for not attaining the position.

### 0202 Transfers

With the consent of the administrators-in-charge, a teacher may transfer from one division or department to another without loss of rights, provided he/she meets all of the necessary qualifications for the position to which he/she is transferring. Under no circumstances will he/she be transferred against his/her will. When a change in title or function occurs through such a transfer, the teacher shall retain all rights, benefits and privileges of his/her previous status.

### 0203 Acting Promotions

With the consent of the teacher, the institution may appoint the teacher to hold an administrative position on an acting basis for a period not to exceed one calendar year. His/her title in the administrative position will include the word "acting" during the time he/she holds the administrative position.

0203 Acting Promotions (continued)

0203.1 A teacher holding an acting position shall have the right to return to the bargaining unit with full rights and benefits as conferred by the Master Contract.

0204 Permanent Promotions

Any member of the bargaining unit who is selected to an administrative position, not holding it on an acting basis, but in the full capacity of the position, and who later returns to a position within the bargaining unit, shall be considered in terms of seniority and tenure and all other rights and benefits due him/her under this contract to have continued in the bargaining unit during the time he/she held the administrative position.

0205 Reduction - Retrenchment

0205.1 In the event of circumstances requiring layoff, such as, but not limited to any one or combination of the following.

Reduction in course offerings, insufficient demand for course, program phase-out or discontinuance, financial conditions, emergencies, changes in institutional priorities, changing needs of students, etc.

The following factors will be used:

1. Seniority - This factor is to be interpreted on the basis of continuing employment as a full-time teacher at Bay de Noc Community College.
2. Qualification - This factor is to be considered where specific background and education are necessary for teaching the assignments that will continue to be offered.
3. Experience - This factor will be used when written records substantiate that this quality in one teacher is superior to that of another.
4. Past Performance - This factor will be used when written records substantiate that this quality in one teacher is superior to that of another. If items 2, 3, and 4 are relatively equal as substantiated by written documentation in the teacher's personnel file, seniority shall prevail.

0205.2 Reduction - Retrenchment (continued)

Before official action on reduction of teachers is taken by the Board, the President of the college will set forth in writing to the Association President the specific reasons for its action.

0205.3 Before official action on reduction of teachers is taken by the Board, it will give notice to the Association President of the contemplated reduction and afford the Association President an opportunity to discuss it with the employer. The names of the teachers to be laid off shall be given to the Association President at least twenty (20) days before official action is taken by the Board.

0205.4 In the event the Association questions the rationale of the employer as to the teachers: (1) being laid off or not being laid off, or (2) filling such positions, the Association President shall notify in writing the President of the college within ten (10) days of the Board's decision to lay off.

0205.5 If a vacant teaching position or need as outlined in 0110 should arise within two years after layoff termination of a teacher's contract, said teachers will be given first opportunity to fill such a need, provided the teacher is qualified. In the event two or more teachers are equally qualified, the teacher with the most seniority will have priority.

0205.6 In conjunction with section 0601, which provides that the individual contract executed between each teacher and the Employer is subject to terms and conditions of the Agreement, it is intended that section 0205 take precedence over and governs the individual contract and the individual contract is expressly conditioned upon this section.

0205.7 Any grievance under this clause may begin at step two.

0205.8 Layoff notification may become effective sixty (60) days after the Association President is put on notice as stated in Clause 0205.3.

0205.9 A teacher who is hired for two semesters or less is reduced from the teaching staff upon the expiration of the individual contract.

LEAVES - ABSENCES

0301 Sick Leave

- 0301.1 Teachers are granted five (5) days sick leave upon employment and may accumulate sick leave at the rate of one-half day per pay period based on twenty six (26) pay periods per year. Teachers hired prior to August 15, 1986, may carry forward the balance of unused sick leave accrued during the 1985-86 academic year. Accumulation of sick leave may not exceed a total of 130 days.
- 0301.2 Sick leave shall be charged on any contract day during which the teacher has an assigned duty and on any contract day on which the teacher has no assigned duty provided the teacher was sick on the preceding and succeeding contract day. Charges to sick leave for part days absent will be one-half ( $\frac{1}{2}$ ) day for each class or office hour absent to a maximum of one day for each part day missed. Each teacher shall notify the office of the administrator-in-charge as soon as it can be reasonably expected to do so.
- 0301.3 Absence under the sick leave policy covers personal illness, illness in the immediate family (wife, husband, children) or of persons for whom the person has direct and continuing responsibility.
- 0301.4 After five (5) consecutive contracted days, the appropriate administrator may ask the teacher for doctor's verification of illness or injury when sick leave has been used or is being used for illness or injury. Failure of the teacher to supply verification may result in a reduction of pay for the days missed.
- 0301.5 Sick leave may be used for personal illness or a death in the immediate family. This plan provides that, in the event of a death in the immediate family (spouse, son, daughter, parent, grandparent, brother, sister, mother-in-law, father-in-law, or the spouse of any of them) or of other related persons living in the household, the employee may have a maximum of three (3) days paid time off to attend the funeral and make necessary funeral arrangements.
- 0301.6 Sick leave may be used for emergency purposes when approved by the administrator-in-charge.

LEAVES - ABSENCES (continued)

- 0301.7 Any teacher who is absent because of injury or disease compensable under Michigan Workman's Compensation Law shall receive from the Board of Trustees the difference between the allowance under the Workman's Compensation Law and his regular salary until such time as long term disability payments become effective. The following schedule shall be adhered to:
- A. sick leave accumulated by teacher will first be exhausted.
  - B. after condition "A" is satisfied, teacher shall receive the regular payroll checks equal to the difference between the regular salary and the worker's disability compensation payments.
  - C. Once the effective date of long term disability has occurred, the teacher shall receive compensation equal to the amount provided under the long term disability insurance provisions. The college will not participate in payments made under this section of 0301.7.
- 0301.8 If a person presently on sick leave is fit to return to work on a part-time basis after an illness or injury, he/she may do so provided both the teacher and the administrator-in-charge approve. If requested by the administrator-in-charge, medical assurances will be provided.



0302 Adoption

Any teacher adopting an infant child (one(1) year of age or less) shall be entitled, upon request, to a leave of absence.

0303 Assault Upon a Teacher

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

0304 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their division chairperson and administrator-in-charge.

0305 Such notification shall be immediately forwarded to the administrator-in-charge, who shall comply with any reasonable request from the teacher for information in the possession of the administrator-in-charge relating to the incident or the persons involved, and shall act in appropriate ways as liaison between teacher, the police and the courts.

0306 Privilege of Teachers to Buy Benefits

For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the teacher to continue any or all such benefits at his/her own expense.

0307 Leaves of Absence

- a. A teacher may take L.O.A. of up to twelve months for graduate study, research, travel, or other purposes when the leave is approved by the Board of Trustees.
- b. While on L.O.A., teachers will receive no salary from the college. An exception to the no-salary provision may be made for a teacher-exchange program. Any period served as an exchange teacher shall be considered as time taught with the college for the purposes of the salary schedule.

0307

Leaves of Absence (continued)

- c. A teacher on leave will be permitted to remain a member of the group insurance plan in effect at the college during his/her absence. During this period of leave, the teacher will pay the full amount of the premium due under such a plan.
- d. Teachers on L.O.A. approved by the college will be guaranteed employment by the college in their teaching areas, provided such positions exist.
- e. Leaves will be conditional upon a qualified replacement being available for the absent teacher.
- f. Written requests for L.O.A. providing details and purposes should be presented to the administrator-in-charge by June 1, or earlier, of the preceding academic year. Provisional approval or rejection will be granted by the administrator-in-charge.
- g. It is expected that the administrator-in-charge will make every effort possible to secure a replacement for the teacher desiring leave. The teacher can assist in this effort, but the responsibility rests with the administrator-in-charge.
- h. The administrator-in-charge shall notify the teacher desiring approved leave not later than March 1, if the leave has been finally approved or rejected. A decision of non-approval can be reversed by the administrator-in-charge, subsequently, if it later becomes possible to give the leave.

0308

Teacher Substitution

- 0308.1 Teachers are responsible for notifying the administrator-in-charge of any expected absence as soon as it is reasonably expected that they can do so.
- 0308.2 If, in the administrator's judgment, a substitute teacher is needed and available, an attempt shall be made to hire one.

0308.3 Teacher Substitution (continued)

If another teacher in the bargaining unit substitutes for the absent teacher without pay, no sick leave will be charged against the absent teacher. If another teacher in the bargaining unit substitutes for the absent teacher with pay, sick leave will be charged to the absent teacher. The pay for the teacher substituting will be at the part-time rate in effect.

Arrangements for substitutes shall be approved by the administrator-in-charge.

## GRIEVANCE PROCEDURE

- 0400 Any claim by the Association or teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.
- 0400.1 All time limits herein shall consist of Monday through Friday (school days). Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive.
- 0400.2 It is understood that grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the teacher to leave his/her work, he/she shall first obtain permission from his/her administrator-in-charge.
- 0400.3 In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative. Only the necessary persons and/or teachers to the grievance shall be present at such meeting.
- 0400.4 Step One
- If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative. A copy of the grievance form shall be delivered to the appropriate administrator. The grievance must be filed at Step I within twenty (20) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.
- 0400.5 Within five (5) days after the presentation of the written grievance, the administrator shall give his/her answer in writing to the grievant.
- 0400.6 Step Two
- In the event the grievance is not settled at Step One, it may be referred in writing to the President of the college within ten (10) days after the date of the answer by the administrator-in-charge or his/her designee. At this point, the President of the college may:

0400.6 Step Two (continued)

- a. attempt to resolve the grievance by holding a meeting with the necessary persons and/or teachers to the grievance. Such meeting shall be scheduled within ten (10) days from the date of receipt of the appeal; or
- b. refer the grievance to Step Three within ten (10) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association Grievance Committee Chairperson.

If the President of the college holds a meeting, he shall present the Association Grievance Committee Chairperson, within five (5) days after conclusion of such meeting, with a written answer to the grievance.

0400.7 Step Three

If the alleged grievance is not settled at Step Two, it may be referred in writing to the Board of Trustees within ten (10) days after the date of the answer by the President of the college. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Trustees.

0400.8 Step Four

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

0400.8 Step Four (continued)

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

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

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.

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

The Arbitrator's fees and expenses shall be shared by the Employer and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

The termination of a probationary or non-tenure teacher shall not be subject to the arbitration provision.

0400.8 Step Four (continued)

The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer, provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

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

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

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

0401 Grievance File

All documents, communications, and records dealing with a grievance, except the material which is normally kept in the teacher's personnel file, shall be filed separately from the personnel files of the participants.

0402 Personnel Files: Access

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

0402 Personnel Files: Access (continued)

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

0404 When complaints or entries of a derogatory nature are placed in a teacher's personnel file, a copy of said complaints or entries shall be sent to the teacher.

0405 A teacher that has entries or complaints of a derogatory nature placed in his/her personnel file, will have a right to respond in writing to these derogatory remarks.



0500

FRINGE BENEFITS

For professional improvement, each teacher shall be allowed \$500.00. The outlay of these amounts may be as follows: (Up to \$75.00 may be used in each year for b and c).

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

These funds will be credited to each division. The distribution of these funds shall be made through the cooperation of the teachers in the division and the administrator-in-charge.

0500.1 Teachers shall be provided a retirement program through the Michigan Public Employees Retirement System, with contributions paid fully by the Employer.

0501 Insurance Coverage

0501.1 Insurance coverage shall be as follows:

A teacher may select Super Med I MESSA, Super Med II MESSA, or SET, Inc. 500 plan. The selection may be made by the teacher only during the month of August of each year of this contract. In the event that circumstances change, teachers who are not insured may elect SET coverage to be effective the first day of the next calendar month. Contributions to the annuity would, of course, cease as of that date and be determined on a pro-rated basis. The Board will contribute the following maximum amounts:

full family	\$ 226.00
member and spouse	\$ 200.00
single	\$ 91.00

Premiums in excess of the Board contribution will be deducted by the college from the teacher's biweekly paychecks. Teachers will sign authorization cards permitting such deductions. The maximum amount contributed by the Board for 1987-88 shall be increased by six percent (6%) and the 1988-89 Board contribution shall be increased by six percent (6%). In no case shall the Board contribution exceed the total amount of the premium.

0501.1 Insurance Coverage (continued)

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

Employer-paid dental plan providing 80% coverage of dental costs, excluding orthodontic treatment.

College share of life insurance will be \$15,000 per teacher.

Personal effects insurance to \$5,000 per teacher, based upon listing.

Professional liability and classroom insurance of \$100,000 per teacher.

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

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

- 66 2/3% of salary
- 180 calendar day waiting period
- \$3,000 maximum per month
- two-year own occupation definition
- benefits payable to age 65; accident and sickness
- waiver of premium while totally disabled
- rehabilitation provision
- mental rider provision

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

0501.2 Teachers may elect the Tax-Sheltered Annuity plan in lieu of medical coverage. For those teachers who choose this option, the college will contribute \$1,000 annually in the Sun Life Massachusetts Investors Plan 403B.

0501.3 Long Term Disability Sick Leave Bank

The Long Term Disability (LTD) Sick Leave Bank is established to be used ONLY in conjunction with the 180 calendar day waiting period required by the LTD insurance carrier. It cannot be used for any other reason.

0501.3 Long Term Disability Sick Leave Bank (continued)

The purpose of the LTD Sick Leave Bank is to provide a reserve whereby a teacher who qualifies for LTD and who does not have a sufficient number of personal sick days accrued to carry him/her through the 180 calendar day waiting period can draw and use sick days from the reserve after first using the personal sick days he/she has accrued as provided by paragraph 0301.1.

- a. Each teacher shall give five (5) days of sick leave to the sick leave bank at start of 1975-76 academic year.
- b. LTD Sick Leave Bank records shall be maintained by the Business Office. The Dean of Business Services and the chairperson of the Grievance Committee shall dispense days from the LTD Sick Leave Bank upon validation of written requests, accompanied by a medical statement.
- c. Each teacher may draw from the LTD Sick Leave Bank based upon approval from the administrators of the LTD Sick Leave Bank.
- d. A teacher who uses sick leave days drawn from the LTD Sick Leave Bank as provided under paragraph 0501.3 will not be required to pay back the days drawn.
- e. In the event that additional sick days are needed to replenish the LTD Sick Leave Bank, additional days will be assessed uniformly to each full-time employee. This will be reviewed annually by the Dean of Business Services and the chairperson of the Grievance Committee.
- f. An instructor must provide the college with medical assurance that he/she is physically and mentally fit to return.
- g. When returning from sick leave during or at the end of the first or second year, the instructor will be assured his/her original position if it still exists, or a vacant position within the area of his/her interests, abilities, and training. This right will exist for a period of two (2) years commencing with the date of disability.

0501.3 Long Term Disability Sick Leave Bank (continued)

- h. Should the administrator-in-charge disagree with the medical assurance provided, the college has the right to ask that a physical examination be provided at the college's expense. The results of this physical shall be the basis for determining the teacher's ability and right to return.
- i. Seniority will continue to accumulate during the disability and callback period.

0502 Legal counsel shall be provided for initial contact with the teacher in the event of a suit instituted against the institution as a result of his/her professional duties.

0503 Transportation Reimbursement

Teachers may choose to use either their own personal vehicle or an available college-owned vehicle when traveling on official college business. However, when more than one teacher is traveling to the same destination, they will, whenever possible, ride together rather than use separate vehicles.

0503.1 Authorized use of personal vehicles for college-related travel will be reimbursed by the college at the rate of 0.21 cents per mile or Board policy, whichever is greater.

0503.2 If a college or leased vehicle is not available, the teacher may use his/her personal car and be reimbursed at the rate of 0.21 cents per mile or Board policy, whichever is higher.

0503.3 Transportation by Common Carrier

A. Limitation on fares:

1. Railroads: The fare for transportation on any trip shall not exceed the regular first class fare.
2. Air Travel: All travelers shall purchase the least expensive accommodations available on any one flight. Travelers choosing first class when tourist class is available will be reimbursed only on the tourist class rate.
3. Round trip tickets shall be secured whenever practical and economical.

0503.4 Payment for Travel Time

Travel time based on speed of 45 mph at part-time rate for any hours traveled in excess of three (3) hours per week for off-campus class or classes scheduled as part of a regular load.

0503.5 Allowance for Courses Taught in Iron Mountain/Kingsford

If an instructor who is based at the college's main campus teaches in Iron Mountain/Kingsford, he/she will receive the equivalent of one hour's pay at the prevailing part-time rate for each scheduled class session. However, if the instructor lives within twenty miles of Iron Mountain/Kingsford, he/she will not be eligible for this allowance.

0504 Meals Allowance and Lodging

A teacher shall receive meal money under Section 0500 at meal allowances as follows or Board policy, whichever is higher:

In-State

Breakfast	\$ 4.50
Lunch	\$ 5.50
Dinner	\$11.75

Out-of-State

Breakfast	\$ 4.50
Lunch	\$ 7.00
Dinner	\$13.00

New York and Washington, D.C.

Breakfast	\$ 5.25
Lunch	\$ 7.75
Dinner	\$16.00

Conference-served meals -- actual cost, or the indicated cost of any meal that is a scheduled part of the professional improvement function the teacher is attending. Lodging -- will be reimbursed at actual cost shown on receipt.

0505 Tuition Grants

- 0505.1 Each full-time teacher may take any class or classes offered by Bay de Noc Community College he/she desires, provided there is no conflict with his/her assignment. No tuition will be charged.
- 0505.2 Spouses and children and or legally adopted children of the teacher shall be granted free tuition for classes that are offered by Bay de Noc Community College as defined above. Children are eligible for free tuition until they reach their 23rd birthday. If the 23rd birthday is reached after the start of classes in any session, the free tuition policy will apply.
- 0505.3 Teachers who have been full-time employees of the college for a minimum of five (5) years and have met all of the requirements for retirement by the State of Michigan and are retiring from Bay de Noc Community College and have legally dependent children, shall qualify for dependent tuition grants as provided under paragraph 0505. However, this right must be exercised no later than five (5) years after the date of their retirement. Other relatives and dependents of the teacher are excluded from this provision.
- 0505.4 Tuition Grants
- The use of any tuition grant clause to increase enrollments for the purpose of having a "Go" situation in a class shall be grounds for dismissal.
- 0505.5 Fees for workshops, seminars, and clinics are excluded from this provision.

CONTRACTS - PAYMENTS

0601 Date of Issue and Return

All individual contracts are subject to the terms of the Master Contract. Individual contracts will be issued to all non-tenured teachers within thirty (30) days following ratification of the Master Contract. The individual contract will have a statement indicating the position on the salary schedule.

Each teacher is responsible for having on file verification of all materials to substantiate salary placement. Any material placed on file sixty (60) days after contract ratification shall not be considered in salary determination. Extensions may be granted upon written application.

Provided there is no dispute of salary schedule placement, the teacher will sign and return the contract within three weeks.

0602 Salary Payment

The salary of each teacher shall be paid every other Friday.

Each teacher shall be paid 1/26 of his/her pay beginning with the first pay period of the fall semester and ending with the 26th pay of the contract year.

0603 First Payment

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

0604 Professional Dues

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association, which sum shall be determined by the Association for each school year. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct 1/26 of such dues from each regular salary check of the teacher each month for twelve (12) months, beginning in September and ending in August of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-twelfth of the yearly dues for each entire month he/she did not work,

0604      Professional Dues (continued)

except where the failure to perform services during any month was the result of the teacher's taking any leave of absence or sick leave provided for in this contract.

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

0605      Agency Shop

- A. All full-time teachers in the bargaining unit shall, on or before the thirtieth (30) day following the beginning of the school year, beginning of their employment, or the execution of the bargaining agreement, whichever is later, as a condition of employment or of continued employment, either:
1. become members of the Association, or
  2. pay a Representation Benefit Fee to the Association in an amount equal to the professional dues of the Association.
- B. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

0606      TV Courses

The amount of time and the rate for teaching a TV course shall be agreed upon by the teacher and the designated administrator before the assignment is accepted. Courses taught through television media will not be utilized to reduce the number of course offerings taught through other means. TV courses to be offered as equivalents of regular on-campus offerings will be sent to the proper division for determination of scheduling and equivalency.



0607      Teleconference Courses

- 0607.1      The amount of time and the rate for teaching a teleconference course shall be agreed upon by the teacher and the designated administrator before the assignment is accepted. However, the rate shall not be less than 1.25 times the prevailing part-time rate.
- 0607.2      Total enrollment including both sites may not exceed forty-five (45) students.
- 0607.3      Teleconference courses may be used only under the following circumstances:
- A.      There is insufficient enrollment at either site to justify a "Go" situation as provided by paragraph 0102.1, or
  - B.      A qualified part-time instructor, as determined by the administrator-in-charge, is not available to teach at the receiving location, or
  - C.      That it is essential that both sites receive the same information at the same time.

0700 DURATION AGREEMENT

This Agreement shall be effective as of the 18th day of August, 1986, and shall continue in effect until midnight on the 17th day of August, 1989. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

0700.1 Further Agreement

It is agreed that bargaining for the Agreement which shall replace this Agreement shall commence no later than January 15, 1989. However, this shall not preclude the rights provided for in paragraphs 0012 and 0013 of this Agreement.

BOARD OF TRUSTEES

\_\_\_\_\_  
Chairman of the Board

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\_\_\_\_\_  
Chief Negotiator

TEACHER ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Negotiations Committee

\_\_\_\_\_  
Member, Negotiations Committee

\_\_\_\_\_  
Member, Negotiations Committee

APPENDIX I

1986-1989

TEACHER SALARY POINT SCHEDULE

A. TEACHING EXPERIENCE:

- 1. At Bay - 1 point per year 13 max.
- 2. Outside Bay - 1 point per yr. for 1st 5 yrs. 5 max.
- 3. Beyond 5 years - 1/2 point per year 7 max.

B. RELATED WORK EXPERIENCE OTHER THAN TEACHING:

- 1. 1 point per year for 1st 5 years 5 max.
- 2. Beyond 5 years - 1/2 point per year 7 max.

13 max.

C. DEGREE WHEN RELATED TO AREA OF TEACHING RESPONSIBILITY:

- 1. Associate 2 pts. } 3 pts. } 5 pts. max.
- LPN (1 year) 1 pt. } }
- Bachelor's 4 pts. } }
- 2. Associate 2 pts. } 4 pts. } 6 pts. max.
- RN (2 years) 2 pts. } }
- Bachelor's 4 pts. } }
- 3. Associate 2 pts. } 6 pts. } 8 pts. max.
- RN (3 years) 4 pts. } }
- Bachelor's 4 pts. } }
- 4. Associate 2 pts. } 5 pts. max. } 10 pts. max.
- Bachelor's 5 pts. } }
- Master's 5 pts. } }
- Second Master's 3 pts. } 13 pts. max. } 15 pts. max.
- Master's + 30 3 pts. } }
- 60 hr. Master's in: Fine Arts 3 pts.
- Bus. Admin. 3 pts.
- Soc. Work 3 pts.
- Specialist 3 pts.
- Doctorate 5 pts.

D. NON-DEGREE RELATED TEACHING RESPONSIBILITY:

In areas where degrees are not normally or generally awarded, up to five vocational points may be awarded to those having less than a bachelor's degree. In no case shall C and D in combination exceed ten (10) points.

1. Vocational points will be awarded upon verification of prior teaching experience or completion of Trade Vocational School training in one's teaching discipline.
  - a. One point for each year of teaching.
  - b. One point for each year's vocational training in teaching discipline.
2. If a teacher is awarded less than five vocational points upon employment, one point will be awarded for each year of teaching experience at Bay de Noc Community College, plus one longevity point for each year until a maximum of five (5) vocational points is reached. Thereafter, the teacher will continue with longevity until he reaches maximum allowed for longevity.

BASIC SALARY SCHEDULE

<u>POINTS ACCUMULATED</u>	<u>1986-1987 SCHEDULE</u>	<u>1987-1988 SCHEDULE</u>	<u>1988-1989 SCHEDULE</u>
0-7	\$19,094	\$20,240	\$21,556
8	19,819	21,008	22,374
9	30,544	21,777	23,193
10	21,272	22,548	24,014
11	21,994	23,314	24,829
12	22,719	24,082	25,647
13	23,447	24,854	26,470
14	24,172	25,622	27,287
15	24,896	26,390	28,105
16	25,622	27,159	28,924
17	26,349	27,930	29,745
18	27,096	28,722	30,589
19	27,799	29,467	31,382
20	28,524	30,235	32,200
21	29,249	31,004	33,019
22	29,975	31,774	33,839
23	30,701	32,543	34,658
24	31,425	33,311	35,476
25	32,152	34,081	36,296
26	32,878	34,851	37,116
27	33,602	35,618	37,933
28	34,329	36,389	38,754

1986-87    5% increase; 1987-88    6% increase; 1988-89    6.5% increase.

However, if in 1987-88, State Aid exceeds the projected 6% for the College Fiscal Year, 50% of any additional increases will be applied to full-time faculty salaries for that year only. If in 1988-89, State Aid exceeds the projected 6.5% for the College Fiscal Year, 50% of any additional increases will be applied to full-time faculty salaries.

## CONDITIONS

1. In recognizing credit for work or teaching experience, only full-time, full-year experience shall be calculated.
  - a. Full-year non-teaching experience shall be twelve (12) months.
  - b. Full-year teaching experience shall consist of teaching a regular two-semester school year.
2. Teachers earning credit beyond the Master's degree after the ratification date of the contract must have prior approval from the administrator-in-charge to have such credit count on the schedule.
3. A teacher must supply verification data to the administrator-in-charge within sixty (60) days following the ratification date of this contract, or within sixty (60) days following Board approval of his or her employment, whichever is later.

SUMMER SCHOOL PAY SCHEDULE

	<u>Credits:</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1. Lecture classes		\$350	\$700	\$1,050	\$1,400
2. Lab classes		437	875	1,310	1,750

Clinical nursing instructors will be paid \$18.00 per contact hour or the prevailing part-time rate, whichever is more, for each contact hour agreed upon.

Nursing teaching assignments with teacher participation will be made by the administrator-in-charge by April 1. Nursing teachers will indicate in writing their willingness to teach this assignment within five days of notification. Failure to reply shall be deemed a rejection by the teacher.

In a multiple lecture-laboratory science course, the regular summer pay rate for lab courses will apply if there is one lab section. The pay for each additional lab section will be prorated by the percent of that lab section's contact hours as compared to the number of contact hours in lecture-lab rates.

"Go-No-Go" and class size provisions will be the same as is provided through paragraphs 0102.1 and 0102 of this Agreement.

Counselors will be paid \$535.00 per week based on a 35 hour work week. Upon approval of the administrator-in-charge, a counselor may elect to bank up to and including five (5) days per semester. Days banked will be made up during the spring or summer as mutually agreed between the counselor and the administrator-in-charge.

Amount of extra pay shall be:

1. Any responsibilities other than special application projects designated by the administration as being worthy of extra pay shall be negotiated by the Teachers' Negotiations Committee at the time it is being proposed

2. Division chairpersons shall be paid as follows:

Arts and Letters	\$1,100.00
Business	\$1,400.00
Nursing	\$1,000.00
Science	\$1,200.00
Social Science	\$1,000.00
Technical	\$1,400.00

The above payments will be prorated over twenty-six (26) pay periods.



BAY de NOC COMMUNITY COLLEGE  
FACULTY WORKDAYS

1986		1987	
<u>WEEK</u>	<u>DAYS</u>	<u>WEEK</u>	<u>DAYS</u>
Aug. 18 - Aug. 22 (Classes begin Aug. 20)	5	Jan. 9 (Late Registration)	1/2
Aug. 25 - Aug. 29	5	Jan. 12 - Jan. 16	5
Sept. 1 - Labor Day		Jan. 19 - Jan. 23	5
Sept. 2 - Sept. 5	4	Jan. 26 - Jan. 30	5
Sept. 8 - Sept. 12	5	Feb. 2 - Feb. 6	5
Sept. 15 - Sept. 19	5	Feb. 9 - Feb. 13	5
Sept. 22 - Sept. 26	5	Feb. 16 - Feb. 20	5
Sept. 29 - Oct. 3	5	Feb. 23 - Feb. 27	5
Oct. 6 - Oct. 10	5	Mar. 2 - Mar. 6	5
Oct. 13 - Oct. 17	5	Mar. 9 - Mar. 13	5
Oct. 20 - Oct. 24	5	Mar. 16 - Mar. 20	5
Oct. 27 - Oct. 31	5	Mar. 23 - Mar. 27	5
Nov. 3 - Nov. 7	5	Mar. 30 - Apr. 3 (Spring Break)	
Nov. 10 - Nov. 14	5	Apr. 6 - Apr. 10	5
Nov. 17 - Nov. 21	5	Apr. 13 - Apr. 17 (Good Fri- day)	
Nov. 24 - Nov. 25	2	Apr. 17, until 12:00 noon)	4½
Nov. 26 - Nov. 28 Thanksgiving Holiday		Apr. 20 - Apr. 24	5
Dec. 1 - Dec. 5	5	Apr. 27 - May 1	5
Dec. 8 - Dec. 12	5	May 4 - May 8	5
Dec. 15 (last day of class)	1	May 11 - May 14 (Exam Week)	<u>4</u>
Dec. 16 - Dec. 19 (Exam Week)	<u>4</u>		
	86		84
		TOTAL: 170	

GRIEVANCE NO. \_\_\_\_\_  
BAY DE NOC COMMUNITY COLLEGE  
GRIEVANCE REPORT  
(Complete in Triplicate)

Distribution of Copies:  
Administration \_\_\_\_\_  
Association \_\_\_\_\_  
Instructor \_\_\_\_\_

\*\*\*\*\*

Name of Grievant \_\_\_\_\_ Duty Assignment \_\_\_\_\_ Date Filed \_\_\_\_\_

Nature of Grievance (append pertinent papers and use additional sheets of paper if necessary) \_\_\_\_\_

Clause of Contract Alleged to be Violated \_\_\_\_\_

Settlement Desired \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Disposition of Grievance by appropriate administrator \_\_\_\_\_

Date \_\_\_\_\_ Signature of Administrator \_\_\_\_\_

\*\*\*\*\*

Should the Grievant elect to appeal the decision above to a higher level, his request to appeal and the subsequent action will be recorded as endorsement to this form.

Disposition of Grievance by President or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature of President \_\_\_\_\_

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Disposition of Grievance by Board \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature of Board Secretary \_\_\_\_\_

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Disposition of Grievance by Arbitrator \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature of Arbitrator \_\_\_\_\_

IT SHALL BE THE POLICY OF THE BAY DE NOC COMMUNITY COLLEGE BOARD OF TRUSTEES TO ASSURE THE PROVISIONS OF EQUAL OPPORTUNITY AND EQUAL ACCESS IN EDUCATIONAL ACTS. THESE PROVISIONS APPLY IN ALL AREAS OF EMPLOYMENT, STUDENT SERVICES, AND INSTRUCTIONAL PROGRAMS. DISCRIMINATION BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, HANDICAP, VETERAN OR MARITAL STATUS IS PROHIBITED.

QUESTIONS CONCERNING TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX, SHOULD BE DIRECTED TO:

CAROLYN ROGERS  
Assistant to the President for Resource Development  
Bay de Noc Community College  
2001 N. Lincoln Road  
Escanaba, MI 49829-2511  
(906) 786-5802, Ext. 137

INQUIRIES RELATED TO SECTION 504 OF THE REHABILITATION ACT OF 1973, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP, SHOULD BE DIRECTED TO:

CHRISTIAN HOLMES  
Associate Dean for Learning Services  
Bay de Noc Community College  
2001 N. Lincoln Road  
Escanaba, MI 49829-2511  
(906) 786-5802, Ext. 122

ADOPTED BY THE BOARD OF TRUSTEES AUGUST 11, 1976;  
REVIEWED AND REVISED SEPTEMBER 8, 1982.



