



Northwestern Michigan College

-AND-

NMC FACULTY ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

Effective
January 1, 2016 through December 31, 2018

This agreement made and entered into as of the 21st day of November, 2016, by and between the NORTHWESTERN MICHIGAN FACULTY ASSOCIATION, MEA-NEA, hereinafter designated as the "Association" and NORTHWESTERN MICHIGAN COLLEGE, hereinafter designated as the "Employer," "College," or "NMC."

Recognition

NMC recognizes the Association as the exclusive bargaining agent for all full time and part-time regular appointment faculty members, excluding Academic Chairs, Supervisors, Executives, Adjunct Faculty, Substitutes, Temporary and all other employees.

Preamble

Both parties recognize that it's to their mutual advantage, and essential for the welfare of the students, to have efficient operation of the College. The purpose of this Agreement is to develop a continuing harmonious and constructive relationship between the parties. There are three basic criteria we will use to judge the success of our negotiations:

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| • Maintain Relationship | It should improve, or at minimum, preserve the relationship between the Association and the College. |
| • Efficient | It should take the least amount of time possible. |
| • Wise Agreements | It should produce an agreement that meets the legitimate interests of each side. |

Article I

Checkoff

- (a) Effective the first of the month after ratification, the College agrees to deduct uniformly assessed Association membership dues, initiation fees, and union assessments to the extent permitted by law from the pay of each employee who executes and files with the College, through the Association, a proper checkoff authorization form supplied by the Association. The College 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 College at least fourteen (14) calendar days prior to any payroll date for which such deduction is to be made. Any written authorization which lacks the employee's signature will be returned to the Association by the College.
- (c) Deductions for dues shall be made each pay period, in standard amounts only, provided the employee has sufficient net earnings to cover the dues. In the event an employee does not, in said pay period, have sufficient net earnings to cover said amounts, such deduction shall commence with the next pay period for which sufficient net earnings are available.
- (d) The Association shall notify the College in writing of the proper amount of dues and any subsequent changes in such amounts.
- (e) The College shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the College harmless for any and all claims, expenses or legal fees arising out of its agreement to deduct dues.

Article II

Rights of the College Board and College President

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of the Agreement, the College Board of Trustees, the College President, and their designees reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage Northwestern Michigan College and its faculty and professional staff, to determine and administer educational policy, to operate the College, to determine the qualifications of faculty and professional staff, to select, assign and direct the faculty and professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the College Board of Trustees and/or the President of the College under governing law, ordinances, rules and regulations as set forth in the Constitution and the laws of the State of Michigan and of the United States.

Article III
College Policies, Rules and Regulations Not Inconsistent With Agreement

The College may from time to time make such policies, rules, or regulations or create or modify existing policies, rules, or regulations as it may deem necessary and proper, provided that such policies, rules, and regulations shall not be inconsistent with the express written provisions of this Agreement.

If the Association alleges that any policy, rule, or regulation adopted after the date of this Agreement (except a policy, rule, or regulation setting forth an existing practice or practices) affects the working conditions of its bargaining unit members at its implementation or application, and asserts the policy, rule, or regulation is an unreasonable exercise of the College's rights, then the reasonableness of such rule or regulation may be taken up by the Association as a grievance under Article IV (Grievance and Arbitration Procedure).

If the arbitrator finds such policy, rule, or regulation to be unreasonable, it shall be rescinded as applied to faculty. The arbitrator shall not have the right, however, to amend or change such policy, rule, or regulation, or to require the adoption of any policy, rule, regulation, or practice; and the Arbitrator's sole power shall be to order the rescission of the particular policy, rule, or regulation involved and make whole any affected employee.

Article IV
Grievance and Arbitration Procedure

General

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The time limits in the steps may be shortened or extended upon written mutual agreement between both parties. If the time limits are not followed by the Association, the grievance shall be considered settled based on the Employer's last answer. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Association.
- C. The Association shall use a mutually agreed upon grievance form to initiate grievances.
- D. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays and unscheduled closures.
- E. Any grievance not presented for disposition through the grievance process within ten (10) working days of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the Association or Employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.

Step One -Immediate Supervisor

An Employee having a grievance shall discuss the matter, informally, with his/her immediate supervisor, with the Employee's Association representative present. If the grievance is not resolved orally it may be moved to Step Two.

Step Two- Vice President for Educational Services

The Association then may submit the grievance, in writing, within ten (10) working days, to the Vice President for Educational Services, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. Alleged contract violations should be identified by Article, Section, Paragraph, etc. The Employee may and the Association shall sign the grievance. The Association and the Employee, if the Employee so chooses, shall then, within ten (10) working days, meet with the Vice President for Educational Services and any other necessary individuals to discuss the grievance. The Vice President for Educational Services will respond in writing with the results of this meeting within ten (10) working days to the Steward and Grievant.

Step Three – Director of Human Resources

A. If the grievance is not resolved at Step Two, the Association and the Employee (at the Employee's option) shall then, within ten (10) working days, meet with the Director of Human Resources to discuss the grievance.

B. If the grievant is not satisfied with the response given in Step 2, the grievant, who may be represented by the Association's Business Representative and a bargaining committee of not more than three (3) employees (see Article XII), who will also act as the Grievance Committee, may appeal the grievance to the Director of Human Resources within five (5) working days of the Step 2 response.

C. The Director of Human Resources shall give his/her decision, in writing, relative to grievance, within ten (10) working days of the meeting to the Association Representative and the Employee.

D. In all cases where management has determined that discharge will be the result of a disciplinary action the following shall occur:

1. A discharge hearing will be scheduled to determine whether or not to discharge the employee.
2. The hearing shall be attended by the grievant, Management, Association Labor Relations Agent, and the Association Bargaining Committee.

Step Four- Arbitration

A. Only the Association may process a grievance to Step 4.

B. Any unresolved grievance which is related to the interpretation, application or enforcement of a provision of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure, may be submitted to binding arbitration in strict accordance with the following procedure.

C. Arbitration shall be requested within thirty (30) working days of the notification of the decision in Step Three by written notice to the other party of intention to arbitrate.

D. The parties agree that within ten (10) working days of written notice from the Association they will file to obtain a panel of five (5) names from the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. The selection of an impartial Arbitrator shall then be selected in accordance with the rules and regulations of MERC or FMCS. The arbitrator shall be based in Michigan.

E. Powers of the Arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract to, disregard, alter or modify any terms of this agreement.

2. As to grievances involving College policies, rules and regulations, see Article III, College Policies, Rules and Regulations Not Inconsistent With Agreement.

3. He/she shall not have the power to rule on the discharge or discipline of a probationary Employee.

4. He/she shall have the authority to determine if any discharge or discipline of a non-probationary Employee was of just cause and may review the penalty imposed subject to the following:

- a. If the arbitrator determines it to be inappropriate and/or unduly severe, she/he may modify it accordingly.

- b. The arbitrator shall have the authority in cases concerning discharge or discipline, to order the payment of back wages and compensation for an employee which the employee would otherwise have received.

5. More than one (1) grievance may not be considered by the arbitrator, at the same time, except upon expressed mutual consent.

6. If a grievance is denied, the Association shall be deemed the losing party. The cost of the Arbitrator shall be borne by the losing party, and each party shall assume its own cost of representation, including any expense of witnesses. In the event there is not a clear cut losing party in an Arbitrator's decision the Arbitrator will determine the percentage paid by each party.

7. The decision of the Arbitrator shall be final, conclusive, and binding upon the College and the Association.

Article V

Personnel Files

A bargaining unit member shall be entitled upon written request to review his/her personnel records consistent with the provision of the *Michigan Bullard-Plawecki Employee Right to Know Act*, MCL 423.501 – 423.512, the text of which can be found at <http://www.legislature.mi.gov>.

The College will notify any bargaining unit member and the Association when it receives a FOIA request for information contained in a member's personnel records. The College will not send the response to any applicable FOIA document requests until a maximum of two days prior to the deadline to reply to the request.

The College will withhold any information excluded from production under applicable law.

Article VI

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 throughout the calendar year, in addition to classroom or other student contact hours, to assure the offering of professionally competent instruction. It is understood and agreed that all instructors shall discharge duties reasonably related to their classroom instruction or other assignments, including but not limited to preparation of course syllabi, the maintenance of accurate course information on the College's learning management system, the assessment of student learning in conjunction with the College, documentation of grades and incompletes, responding to questions and giving reasonable input regarding curriculum development. Such duties will be discharged in a timely manner.

Article VII

Rights of Due Process and Just Cause

Disciplinary action will not be taken against any Employee without due process and just cause.

The specific grounds forming the basis for disciplinary action will be made available to the Employee and the Faculty Association in writing.

The Employer recognizes and agrees to the practice of progressive discipline which, when appropriate, will include:

- a. verbal warning
- b. written warning
- c. suspension
- d. dismissal

When the nature of the offense warrants, discipline up to and including discharge may be imposed for a first offense.

Employees will be entitled to have a Faculty Association representative present during any meeting which leads to disciplinary action.

Article VIII **Faculty Grading Rights**

Faculty shall have autonomy over grading, subject to applicable College policies, timelines, and protocols. When a student has appealed a grade per the “unfair grading policy” or registered a complaint and a faculty member has been asked for relevant documents, the faculty member will provide any relevant information necessary for the College to respond to a complaint as soon as possible. In the case that NMC must access a faculty member’s digital files, hard copy files, or office space to obtain information relevant to a grading dispute, the faculty member will be given prior notice that the College will access his or her files and/or office space, unless extenuating circumstances exist.

If a student initiates the unfair grading policy or registers a complaint, the faculty member will be immediately notified. No decision shall be reached without participation of the affected faculty member except in extenuating circumstances where the affected faculty members is unavailable and a decision needs to be timely made.

Article IX **Use of Facilities**

- A. The Association and its representatives shall have the right to use specifically approved College facilities for meetings upon request; 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 facilities.
- B. The Association may, upon approval from the Administration, use College facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish paper, materials and supplies incidental to such use, and shall reimburse the Employer for any costs or damages incurred during or resulting from such use.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on designated union bulletin boards.

Article X
NMC Board of Trustees Agenda

The Faculty Council Chair will have the responsibility and right to request and be granted a place on the NMC Board of Trustees Agenda for the purpose of providing regular reports on academic accomplishments, innovation, and all topics relevant to student learning and success.

The request must be made to the President's Executive Assistant at least 14 days prior to the Board meeting, and any documents that the Faculty Council would like to share with the Board need to be provided to the President's Executive Assistant at least 7 days before the Meeting so they can be included with the Board packet. In the event a request for a place on the Agenda is not made at least 14 days before the Board Meeting, the Faculty Council will not have a reserved place on the Agenda.

Article XI
Information Requests

The College agrees to furnish the Association, in response to reasonable written 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 other information or materials relevant to the Association's bargaining duties in the College's possession. The College shall have no duty to provide any information that is available on its website. The provision of such requested materials shall be provided at no cost to the Association.

Article XII
Association Committee

The Association shall be represented in grievance/arbitration proceedings by a committee consisting of not more than three (3) Association members along with any appropriate MEA representation designated by the Association. 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 the said representatives and such changes therein as may occur from time to time. The Employer shall not be required to recognize or deal with any other than those so designated. A bargaining unit member shall be entitled upon request to a reasonable amount of time to secure the presence of a Committee member at any meeting requested by the Administration which the Administration recognizes will or may lead to disciplinary action against the bargaining unit member. The foregoing need not be observed by the Administration in cases in which emergency action is appropriate.

Article XIII
Selection of President and Chief Officers

Association representatives will be involved in the selection process for appointment of the College President and Chief Academic Officers whenever such a position is vacant or a successor is selected for an incumbent.

Association representatives may be involved as deemed appropriate by the College in the selection process for appointment of other College Chief Officers whenever such a position is vacant or a successor is selected for an incumbent.

Article XIV
Faculty Emeritus Status

Faculty who retire in good standing with 20 or more years of continuous service at NMC shall receive emeritus status, entitling them to listing in the college catalog and to the following courtesies and academic services available to active faculty: access to the NMC library, access to NMC functions, and the receipt of EES tuition reimbursement according to College policies and protocols.

Article XV
Faculty Office Hours

Beginning with the first day of classes each semester, and ending with the final day of classes for each semester, Faculty will hold a minimum of five scheduled office hours per week when classes are in session.

Article XVI
Peer Mentoring of New Provisional and Adjunct Faculty

As NMC recognizes the importance of collaboration in promoting excellence in educational practices, Regular Faculty may be selected by an Academic Chair to be a Peer Mentor to a new, provisional faculty member or new adjunct faculty member(s) within their academic area. Mentoring will involve, but is not limited to, biweekly meetings to discuss curriculum, classroom management, teaching strategies and best practices, and college culture; reciprocal classroom observations; and literature reviews.

Article XVII
Faculty Professional Development

1. Professional Development Program

The professional development program at NMC exists to support faculty in their pursuit of excellence in scholarship, teaching and learning; to allow faculty to keep up with changes in knowledge and applied technology in their fields of instruction; to increase the ability of the College to accomplish its mission and goals. The professional development program is flexible enough to meet the needs of the College and the faculty and is open to all faculty.

2. Professional Development Projects

A variety of projects can come under the heading of professional development activities, and judgments about the appropriateness of projects are made in consultation with the relevant Academic Chairs. Projects supporting the strategic directions of the College, department, or academic area will receive priority consideration. Professional development activities may only be approved as funds are available and budgeted for this purpose.

Approved professional development activities will include those projects that are a part of the faculty member's Annual Plan. These may include (but are not limited to) the following:

- a. Professional certifications, summer programs, conferences and workshops, pertinent travel and foreign residence.
- b. In-service programs.
- c. Special projects for the analysis of teaching methods, to develop new or different approaches to course structure or content, or to develop new approaches to teaching.
- d. Engagement in scholarly, creative, or artistic production.
- e. The study of innovative projects and programs at other institutions.
- f. Tuition at a post-secondary college or university when furthering educational attainment is part of the faculty member's approved development plan or is required by changes in qualification guidelines published by the accrediting body of the college.
- g. Retraining or updating a faculty member's area of knowledge or skill.

3. Professional Development Funds

Faculty can access professional development funds through the Center for Instructional Excellence (CIE) and by following the college's established procedures. Reimbursement for these activities will follow the established college guidelines.

Article XVIII

Sabbatical Leave

Sabbatical leave will be available to all eligible faculty. Faculty members must apply for sabbatical through the college's established sabbatical procedure.

ELIGIBILITY CREDIT FOR SABBATICAL LEAVE

Each full-time contract year of service will earn three credits toward sabbatical eligibility. If a faculty member is taking a full academic year or one-semester sabbatical, credit toward a subsequent sabbatical will begin accumulating when the faculty member returns to normal duties.

- a. In order to be eligible for sabbatical leave, the faculty member must have accumulated 21 credits. Under special conditions related to the uniqueness and quality of a sabbatical opportunity, a faculty member might be allowed to go on leave prior to full eligibility.
- b. Accumulated terms toward a sabbatical leave have no cash or legal value. They represent simply an ethical intent which the College proposes to honor if possible and if within the defined limits.
- c. Leaves of absences without pay will not count toward sabbatical credits.
- d. Sabbatical leaves may not be accumulated.

TYPES OF LEAVES AND PAYMENT SCHEDULES

- a. A full academic year leave at 50 percent of the base salary. Base salary shall be interpreted as that salary which is in effect in the year for which the leave is granted.
- b. One-semester leave receives 100 percent full base salary during the period of absence.
- c. Expenses associated with planning the sabbatical leave, such as long-distance telephone calls and travel, will be covered by the faculty member.

Payment arrangements shall be made with the Office of Human Resources at the time contracts are issued. Payment is made through payroll and is subject to payroll taxes. It is the responsibility of the Sabbatical Leave recipient to check with the Office of Human Resources to determine how a sabbatical might affect years of service reported for the employee's retirement.

EXPENSES

It is recognized that certain sabbatical programs may require the purchase of equipment and material that would benefit the College beyond the term of the sabbatical and become the property of the College. Proposed expenses for such equipment and material must be submitted with the Sabbatical Leave Application. Only those special equipment and material purchases approved at the time of the application will be funded by the College. Otherwise, all sabbatical-related expenses will be paid by the faculty member on leave.

OBLIGATION TO REPORT UPON COMPLETION OF SABBATICAL

A detailed report of activities while on sabbatical leave is required. This report will be made in writing and submitted to the Vice President for Educational Services and the Center for Instructional Excellence (CIE) within 60 days after returning to normal assignments.

Article XIX
Association Days

Members of the Faculty Association shall be granted a total of five (5) days release time annually for the purpose of transacting association business. The release time will be granted without loss of salary or benefits. The Association President will notify the Vice President of Educational Services, in writing, a minimum of fourteen (14) working days in advance of the desired dates. Employees on paid Association Days will be responsible for making arrangements approved by the Vice President of Educational Services to cover their responsibilities at no additional cost to the College.

Article XX
Intellectual Property Rights

The College shall possess, own, and control exclusively all intellectual property rights under applicable law, including copyrights, trademark rights, licensing rights, and the right to secure patents, in all items, things, inventions, improvements, software, marks, original works of authorship, joint-works, or any other creative works conceived, first reduced to practice, or created by faculty within the scope of their employment (including during approved, paid sabbatical if expressly commissioned or directed by the College) or for which faculty were hired, directed, or commissioned to create or invent; and all such items, things, inventions, improvements, software, marks, and works shall immediately and automatically be the exclusive property of and be owned and controlled by the College, except as specifically provided herein as follows:

- A. A faculty member retains an exclusive, non-transferable, non-assignable license to publish for pecuniary gain "Traditional Works of Scholarship," which means course lectures (as delivered through any variety of media), written analyses, scholarly research, speeches, study guides, lab manuals, bibliographies, glossaries, syllabi, lesson plans, handouts, assignments, test/quiz questions, and test/quiz answers created within the scope of his/her College employment for all courses except courses that would be considered joint-works between the College and faculty; provided, however, that the College retains a perpetual, non-exclusive, world-wide, royalty-free license to use such Traditional Works of Scholarship for any educational, public service, or promotional purpose of the College at any time with or without permission. The College will notify a faculty member in writing that a course or material is considered a joint-work under this subsection at least 10 business days prior to the start of the course or prior to the expected start of the development of the material, as may be applicable; otherwise, such course or material will not be considered a joint-work for purposes of this provision.
- B. A faculty member who creates such Traditional Works of Scholarship shall retain a perpetual, non-exclusive, world-wide, royalty-free, non-assignable license to use such materials for their personal, non-profit educational and research purposes.

- C. The College and faculty member may otherwise mutually agree to the management of all other intellectual property rights and residual rights.

Each faculty member shall, as a condition of their continued employment, sign the Intellectual Property Assignment Agreement with the College located at Appendix A.

Article XXI

Faculty Evaluation Plan

This Article explains the Faculty Evaluation Plan (FEP) at Northwestern Michigan College and is designed to support faculty in the development and maintenance of documentation to be used in their advancement on the Faculty Salary Plan and for continued employment at the college. Advancement on the Faculty Salary Plan includes movement from provisional status to regular status and the movement of faculty within the salary plan based on satisfactory performance.

PART 1: PHILOSOPHY OF THE FACULTY EVALUATION PLAN

The purpose of the FEP at Northwestern Michigan College is to promote excellence in teaching and learning for the purpose of students meeting their educational goals. It is part of our process to successfully attract, develop, and retain an excellent faculty. The FEP is designed to be supportive of the NMC values which include keeping learning at the center of all we strive to achieve, and valuing all people and investing in their personal and professional growth and development.

PART 2: DEFINITIONS AND COMPONENTS OF THE FACULTY EVALUATION PLAN

- A. **Satisfactory Professional Standards (SPS)** – This term describes the standards that each provisional and regular status faculty member at NMC must meet every year to maintain ongoing employment and advance on the Faculty Salary Plan. The SPSs comprise the six following areas of Helping Students Learn; Professional Development; Meeting Student and Other Stakeholder Needs; Support of College and Community Initiatives; General Responsibilities; and Non-Teaching Semester Responsibilities:

Helping Students Learn

- Timely completion of all Teaching Observations (see later explanations of requirements).
- Complete Student Evaluations.
- Complete one project to assess student learning outcomes and make improvements based on the project: the project needs to include what ways the faculty member used their assessment results to improve student learning and achievement of course outcomes. These actions would include examples of the changes intended in curriculum, assessment, the class learning culture, instruction, and activities. Particular focus should be placed on those outcomes that support the college's General Education Outcomes, as established in College policy.

- Develop and distribute course syllabi for each course taught to each student that follows the approved course syllabus criteria template.
- Develop and maintain course outlines which are reviewed and approved annually by the faculty supervisor or her/his designee.

Professional Development

- Attend the three NMC Professional Development Days per academic year.
- Provide documented evidence of one or more of the following:
 - Professional reading and research in subject area(s) of instruction and area of teaching and learning in the classroom.
 - Training in subject area(s) of instruction and area of teaching and learning in the classroom.
 - Recertification in subject area(s) of instruction and area(s) of teaching and learning in the classroom.

Meeting Student and Other Key Stakeholder Needs

- Participate in academic area recruiting and advising each academic year.

Support of College and Community Initiatives

- Participate in substantive service each year. It may be a combination of active committee work, community volunteerism and professional development. Such service should amount to approximately sixty hours during each academic year.
- Complete one additional substantive project from one of four evaluation categories (Helping Students Learn; Support of College and Community Initiatives; Meeting Student and Other Key Stakeholder Needs; and Professional Development).

“Substantive” is defined as having a clear outcome or product that results from the project; meeting a clear need of the Department, College, or individual’s professional growth; and having the approval of the faculty member’s supervisor in advance (as part of the annual Faculty Performance Evaluation process).

- Complete two additional activities, one in Helping Students Learn and one in one of the other three required evaluation categories (Support of College and Community Initiatives; Meeting Student and Other Key Stakeholder Needs; and Professional Development). For these activities, documentation of completion and having the approval of the faculty member’s supervisor in advance are required.

The College in collaboration with the Faculty will provide examples of activities in each of the four required evaluation categories (Helping Students Learn; Support of College and Community Initiatives; Meeting Student and Other Key Stakeholder Needs; and Professional Development) to provide guidance to faculty members as they seek to identify potential additional activities. A database of approved activities will be maintained by the College, noting what specific activities

are approved for all faculty and what specific activities are approved for faculty members in certain disciplines or circumstances.

Important Note Regarding Release Time and Equated Overload: Activities compensated for equated overload may not be used to satisfy SPSs, however, faculty may count activities performed for release time toward their SPSs.

General Responsibilities

- Attend and comply with all HR required Employee Training.
- Report grades by college deadlines.
- Keep accurate student academic records.
- Hold required office hours.
- Meet classes during the time scheduled and for the appropriate length of time.
- Attend Commencement.
- Attend Opening Conferences and other NMC employee meetings.
- Make reasonable accommodations as approved by Disability Support Services to meet students' needs in compliance with the Americans with Disabilities (ADA).
- Follow College policy on the Family Educational Rights and Privacy Act (FERPA).
- Respond to requests of Academic Chairs, Department Heads, committee chairs, Records Office, etc., in a timely and thorough manner.
- Participate in activities designed to promote attainment of the College vision and its mission.
- Meet requirements of the FEP in a timely manner and with the intention of maintaining teaching effectiveness, professional development, and support of College/community initiatives.

Non-Teaching Semester Responsibilities

While the college recognizes that faculty have the right to travel and pursue non-college activities during non-teaching semester(s), faculty also have responsibilities during their non-teaching semester(s). Faculty members have the following responsibilities during their non-teaching semester(s):

- Complete college reporting requirements that are due after the conclusion of the second teaching semester (Spring).
- Develop curriculum for their courses in preparation for the coming academic year.
- Make a reasonable effort to participate in college and committee meetings.
- Serve as faculty advisers at scheduled orientations.
- Monitor and respond to college communications in a timely manner.
- Be available to meet with advisees as needed.

Faculty may at their discretion use their non-teaching semester(s) to complete necessary activities and projects required in this FEP, which this time affords.

Failure to meet the SPSs in a given year will result in one or more of the following personnel file recordable actions: a meeting with the supervisor, a written notice of substandard performance, a written Performance Improvement Plan (PIP), or termination.

In the event that a faculty member receives an unsatisfactory performance evaluation and is placed on a PIP at the conclusion of the spring semester and does not come off the PIP at the conclusion of the calendar year, one of two outcomes will occur in regards to eligibility for a salary increase. If in the subsequent spring semester, the faculty member comes off the PIP, and receives a satisfactory evaluation, they will receive the salary increase awarded back to January as if they had not been on a PIP in that calendar year. If the faculty member is not successful in coming off the PIP, they will not be eligible for the retroactive salary increase nor the upcoming salary increase, and further action could be taken including dismissal.

B. Initial Placement - Initial placement on the Faculty Salary Plan is made at the time of hire by the Director of Human Resources after consultation with the appropriate Vice President and in accordance with the Faculty Salary Plan Placement (see Article XXVIII). New full-time hires must meet the requirements of the College's provisional period review process.

C. Provisional Status-After their initial placement, faculty are appointed as provisional status faculty members. During the three years of provisional status, the faculty member is required to successfully meet the SPSs each year, fulfill the requirements of the FEP, as well as complete the New Faculty Institute, the Teaching Solutions program, and any additional trainings and professional development specified by the College.

In the case that a provisional faculty member fails to successfully meet the SPSs for any one of the years during the provisional period, the faculty member may be placed on a Professional Improvement Plan, be given a fourth year of provisional status, or may be terminated. The college also reserves the right to terminate the employment of a provisional faculty member at any time during the provisional period.

D. Regular Status—Regular status is conferred upon a faculty member after the successful completion of the provisional period, providing for regularity of her or his employment at the College. The purpose of regular status is to meet the college's goal of attracting, developing, and retaining outstanding faculty. Through the use of regular status, the college works to ensure quality and excellence of instruction by recognizing creative and effective teaching and acknowledging that faculty members will not be dismissed for anything other than just cause or under the operation of the Retrenchment policy in this Collective Bargaining Agreement.

A faculty member is required to apply for regular status after completing three full academic years of qualifying full-time service at Northwestern Michigan College. Application for regular status is not optional. A faculty member undergoes this review process at the conclusion of his or her third year of employment, and regular status is granted or denied at that time. Decisions regarding regular status are final and not subject to an appeal or grievance process.

E. Performance and Professional Development Annual Plans - On an annual basis, the faculty member must develop Performance and Professional Development Annual Plans which are

recorded on the Faculty Performance Evaluation (FPE) Form. The SPSs and the other requirements of the FEP needed to maintain employment, achieve regular status, and advance on the faculty salary plan should be encompassed in the plans; in fact, plans should be chosen carefully to ensure adequate attention to the requirements of the FEP. Plans also should have clearly defined outcomes and meet an identified need of the department, program, College, or individual faculty member's professional growth.

These plans are to be established collaboratively between the faculty member and the faculty supervisor. The finalized plan requires approval by the faculty supervisor in consultation with the appropriate Vice President.

F. Faculty Performance Evaluation – At the conclusion of the second teaching semester (Spring), the faculty member will submit the Annual Faculty Performance Evaluation (FPE) based on their annual plan. The FPE is a vital component of the faculty member's evaluation process. The FPE documents a faculty member's having met the SPSs and other requirements in this FEP. The FPE also is to be used to summarize the faculty member's progress and achievements toward regular status and advancement on the Faculty Salary Plan. It includes the faculty member's documentation and assessment of his/her achievement of stated annual plans. Annual FPEs include the faculty supervisor's comments and signature.

The faculty supervisor will assess whether the faculty member's performance meets successfully the SPSs and the other requirements of the FEP, and submit a recommendation in that regard to the appropriate Vice President or her/his designee for approval.

The Administration in collaboration with the academic chairs and the Faculty Council will develop a calendar with due dates for the elements of the evaluation system and publish it to faculty no later than one month before the implementation of the Faculty Evaluation Plan, and then no later than June 30 for each subsequent fiscal year.

Nothing in this Article prohibits the College from otherwise evaluating or correcting a faculty member's performance on a more frequent basis.

G. Faculty Observation Report - The Faculty Observation Report Form corresponds to a list of behaviors associated with instructional performance. Faculty observations are to be conducted by the faculty supervisor or designee. Instructional activities to be observed include but may not be limited to classroom instruction, laboratory and clinical instruction, and web and web-based instruction. The faculty supervisor or designee will follow established guidelines for the observation and will offer written feedback as well as engage the faculty member in a debriefing session within 10 days of the observation. Annual FPEs are to include reflection on instructional activities as recorded on the Faculty Observation Report. Faculty members will offer their evaluators at least three different class periods from which the evaluator can choose to come and observe.

Faculty classroom observations will be conducted as follows:

Provisional Faculty

- A provisional faculty member will be observed once per semester by the faculty supervisor or designated peer observers for a minimum total of eight times during the provisional period.
- At the discretion of the faculty supervisor, one or more of these observations may be replaced by a Small Group Individual Diagnosis (SGID) conducted by the Center for Instructional Excellence in consultation with the faculty supervisor.

Regular Status Faculty

- A regular status faculty member will be observed at least once per academic year by the faculty supervisor or designated peer observers.
- At the discretion of the faculty supervisor, one or more of these observations may be replaced by a Small Group Individual Diagnosis (SGID) conducted by the Center for Instructional Excellence in consultation with the faculty supervisor.
- A faculty member at this level also will receive yearly written feedback on an element of his or her teaching (syllabus, assignment, assessment, classroom policies and practices, teaching technique, etc.) from a regular status peer who is not on a Performance Improvement Plan. Peer review of course materials, may also include an on-line or hybrid course teaching shell, or video recording(s) of the faculty member teaching in specific classes and reviewing the recordings with peers. Faculty teaching on-line or hybrid classes, may include peers and/or faculty supervisors as guests in their MOODLE course shell(s). Faculty will analyze how feedback from class observations gives them perspective on the effectiveness of their teaching.

H. Student Evaluations of Instruction - Student Evaluations of Instruction are intended primarily for the individual faculty member's usage to improve quality of instruction and the teaching/learning process. The NMC Course Evaluation Form is designed to provide constructive feedback to the faculty member. A faculty member should share and discuss his/her evaluations with peers and indicate in their evaluation report how they can improve instruction and impact teaching strategies.

Student evaluations are distributed according to the systems developed by the Educational Services Office and the Office of Research and Planning Effectiveness.

Faculty may also choose amongst a variety of additional forms of student feedback, including SGID, faculty designed forms or feedback prompts, or peer facilitated student feedback. Faculty will analyze student feedback to gain perspective on the effectiveness of their various teaching methods and strategies.

All faculty will have all their classes evaluated by students every semester. Provisional instructors will have all their classes evaluated twice by students every semester, once at the midpoint of the semester and once towards the end of the semester.

The College may consider negative student evaluations together with the additional forms of student feedback chosen by faculty in evaluating faculty applications for advancement to regular status and advancement on the Faculty Salary Plan. Copies of student evaluations, both the quantitative results, as well as the students' written feedback, are shared each semester with the faculty supervisor.

I. Academic Year – For purposes of this Collective Bargaining Agreement “academic year” means the 12-month period starting the first Monday after summer session grades are due. This definition may not be interpreted to infer that faculty have responsibilities in their non-teaching semester beyond those delineated in this Agreement.

PART 3: PROCESSES FOR PROMOTION TO REGULAR STATUS AND ADVANCEMENT ON THE FACULTY SALARY PLAN

A. Promotion to Regular Status—Provisional Status faculty must develop a Performance and Professional Development Annual Plan for each of their three years during the provisional period. It will be submitted for review and approval by their supervisor in consultation with the appropriate Vice President and filed in the Human Resources Office.

Upon completion of each year the provisional status faculty member will submit the FPE Form. As part of the evaluation form, each faculty member will provide a narrative summary of the past year. The narrative summary serves to highlight the important contributions faculty members have made. It provides an opportunity for faculty to reflect on their growth as a faculty member based on the activities they have undertaken and feedback they have received in the years covered. It is also used to verify the SPSs are being met successfully, as well as progress being made toward advancement to regular status and advancement on the Faculty Salary Plan.

At the end of the third year of provisional status, the faculty members will submit a narrative summary report of their three years of service based on the faculty members three successful annual FPEs and related documentation to their faculty supervisor.

The faculty supervisor will submit the report with accompanying documentation to a review committee comprising four members: the faculty supervisor, the appropriate Vice President, a regular status faculty peer outside the faculty member's academic area and a regular status faculty inside the faculty member's academic area. All committee members will be trained by the Human Resources Talent Office in evaluation review. The faculty peers must be approved by the faculty member's supervisor and the appropriate Vice President.

To be approved for regular status, a faculty member must receive unanimous support of review committee members. The committee may decline the request, postpone the request in order to receive further information, or approve the request. The decision of the committee is to be submitted in writing to the candidate.

B. Regular Status Faculty Advancement on the Faculty Salary Plan—Regular Status faculty must develop a Performance and Professional Development Annual Plan each year. It will be submitted for review and approval by their faculty supervisor in consultation with the appropriate Vice President and filed in the Human Resources Office.

Upon completion of each year the regular status faculty member will submit the FPE Form to their faculty supervisor. As part of the evaluation form, each faculty member will provide a narrative summary of the past year. This summary serves to highlight the important contributions faculty members have made. It provides an opportunity for faculty to reflect on their growth as a faculty member based on the activities they have undertaken and feedback they have received in the years covered. It is also used to verify the SPSs are being met, as well as progress being made toward advancement on the Faculty Salary Plan.

The faculty supervisor will assess whether the faculty member's performance meets successfully the SPSs and the other requirements of the FEP, and submit a recommendation in that regard to the appropriate Vice President or her/his designee for approval.

The appropriate Vice President, after receipt of the recommendation from the faculty supervisor, will determine if the faculty member based on their annual FPE has successfully met the SPSs and the other requirements of this FEP for the concluding year. Regular faculty members must successfully meet the SPSs and other requirements in this FEP to be eligible for salary changes as identified in the Collective Bargaining Agreement.

PART 4: ADMINISTRATION AND ASSESSMENT OF THE FACULTY EVALUATION PLAN

For the duration of this Agreement, the oversight of the FEP will be undertaken by College officials designated by the President, with all completed documents and decisions being housed in the Human Resources Office. This oversight includes the creation of forms associated with evaluation, the setting of deadlines associated with evaluation, the training of new faculty and evaluators in the evaluation process, and other administrative and managerial tasks. The oversight of the FEP, however, must be consistent with this Article and the Collective Bargaining Agreement.

The Faculty Association (FA) will be provided with forms which will be used to implement the evaluation system one month after the effective date of this Agreement. The FA will be consulted in the development and usage of these forms. Changes to these forms may be made by the College at any time thereafter. The FA may provide suggested changes for the College's consideration. The FA will be provided with copies of the modified forms for information purposes and feedback prior to implementation.

PART 5: CURRENTLY EMPLOYED PROVISIONAL FACULTY

Provisional faculty who are in the third year of their provisional period at the time of the effective date of this Agreement will be allowed to finish their provisional review process by meeting the requirements of the FEP under which they began their employment, e.g. the faculty evaluation plan outlined in the previous NMC Employee Guide.

PART 6: APPEALS PROCESS

Informal Appeals Process: In the event there is a disagreement between a regular faculty member and the supervisor regarding the outcome of an evaluation, there will be a meeting of the academic chair, the faculty member, the appropriate vice president, FA representative, and the Human Resources director to review the evaluation process in order to seek a common agreement about the outcome of the evaluation.

Regular Status: The termination of services or failure to reemploy any provisional faculty member shall not be the basis for any grievance.

Satisfactory Professional Standards: If a regular status faculty member is terminated for failing to meet SPSs, the termination decision may be appealed through the Grievance Procedures.

Placement on a Performance Improvement Plan: If a regular status faculty member is placed on a Performance Improvement Plan where the placement on the plan may impact the member's salary, then the decision to make this placement may be appealed through the Grievance Procedure.

Excepting cases where a regular status faculty member is terminated for failing to meet SPSs, disagreement with evaluations or results of evaluations may not form the basis of a grievance, unless the evaluation is arbitrary and capricious.

PART 7: HOLD HARMLESS

If a faculty member knows or should know about obstacles that will prevent fulfillment of any requirements of an approved Performance and Professional Development Annual Plans including a PIP due to unforeseen circumstances beyond that faculty member's control prior to February 1 of the evaluation year, the faculty member shall notify the faculty member's supervisor in writing, and propose an alternate activity within the same category to fulfill the plan for approval. In a timely manner, the faculty supervisor may, after consultation with the appropriate Vice President, approve the plan as amended and accept documentation showing that the plan, as amended, has been accomplished to the fullest extent possible given the time remaining after modification.

If unforeseen circumstances beyond the faculty member's control occur after February 1 of the evaluation year that prevent a faculty member from fulfilling requirements of the approved or modified plan, the faculty member will not be held accountable for the requirements he or she was unable to fulfill.

Article XXII

Faculty Retrenchment

A. POLICY

The President of the College will be responsible for the determination of the need for retrenchment or restructuring. The President and/or his designee shall determine the classifications and positions that are to be included in the retrenchment or restructuring. Faculty retrenchment shall be completed by the procedures set forth below.

B. PROCEDURE

1. NOTICE OF RETRENCHMENT

Before any layoff, reduction, or reassignment is initiated under this policy, the Association will be given a 60 calendar-day notice of such anticipated action.

If it is necessary to undertake retrenchment at Northwestern Michigan College, the Director of Human Resources will provide notice of retrenchment to those faculty members who are in positions being considered for retrenchment. Retrenchment can result in one of three actions. The faculty member may be reassigned, laid off, or receive a reduction of College assignments. The President must approve any retrenchment actions.

a. Retrenchment Within an Instructional Area

Reasonable effort will be made to give notice of retrenchment to faculty members no less than 120 calendar days prior to retrenchment action is to be implemented, but under no circumstances will less than 60 calendar days' notice be given.

b. College-wide Retrenchment

Notice of retrenchment will be given as soon as is practicable.

c. Notice

The retrenchment notice will be in writing and will state that the faculty member will be reassigned, laid off, or have a reduction of College assignments unless other opportunities within the College can be arranged according to the procedures below.

2. REASSIGNMENT TO OTHER POSITIONS WITHIN NMC

a. Upon notification of retrenchment, the Director of Human Resources will discuss the options and procedures which are to be pursued in receiving consideration for continued employment within the institution with the affected faculty member, the appropriate Vice President, and the faculty member's immediate supervisor.

b. Upon notification by the Director of Human Resources that retrenchment will be necessary, the affected faculty member will generate a current vitae and a letter outlining his or her perceptions of instructional and/or administrative strengths and specifically express interest in those areas in which he or she feels most qualified to work.

c. Options for reassignment will be pursued in the following order:

- i. Instructional opportunities and needs within the instructional area (liberal or occupational studies) of current employment.
 - ii. Instructional opportunities and needs not in the current instructional area of employment (liberal or occupational studies).
- d. If the corresponding vice presidents believe it appropriate to transfer the faculty member to a new area, the vice presidents will recommend the reassignment to the President for approval. If the President approves the reassignment, the faculty member will be placed on probation and subject to the same evaluation procedures, support, and guidance as all other probationary faculty. The probationary period shall be based on the faculty evaluation plan in effect at that time.

3. CRITERIA FOR SELECTING FACULTY MEMBERS AND BUMPING RIGHTS

- a. The criteria for selecting faculty members to be reassigned, laid off, or have reduced College assignments shall be as follows: the faculty member's ability and qualifications to contribute to new or restructured programs within the instructional area or other areas (as evidenced by such things as prior experience, recency of experience, education, and/or certifications relevant to the area of reassignment); and whether the faculty member has received discipline within the past 12 months. If all such criteria are equal, any layoff, reassignment, or reduction of College Assignments shall be done based on length of service in the annually appointed position, such that the faculty member with the shortest length of service shall be subject to retrenchment, unless a faculty member with a greater length of service in that instructional area volunteers to accept that retrenchment.
- b. Any faculty member laid-off, reassigned, or having College assignments reduced shall have the option of displacing any adjunct faculty member from their positions provided the faculty member is qualified for the position, without trial or training, while preserving their recall rights.
- c. Faculty members are not entitled to bump or displace other faculty and staff members of the college.

4. NOTICE OF LAYOFF

If the reassignment process described in Section 2 of this Article is not successful, final layoff notice will be given to the faculty member.

- a. Retrenchment Within an Instructional Area
Final notice of layoff will be given no less than 60 calendar days prior to the date of layoff. The final work schedule will be determined by the supervisor, the employee, and the executive officer.
- b. College-wide Retrenchment
Final notice of layoff will be given as soon as is practicable.

5. LAYOFF BENEFITS

The following benefits will apply when faculty are to be laid off. Faculty who are laid off:

- a. Will continue to receive health and dental coverage in which they are enrolled at the time of layoff, as provided by the College under the current benefit guidelines, for three full calendar months after the last day of employment;
- b. Will be given information regarding medical and dental continuation coverage;
- c. Will be given continuation of tuition benefits for courses delivered by NMC for themselves and any current eligible dependents for one year from the last date of employment;
- d. Will be given information regarding available outplacement services;
- e. For a period of three years, will be given first consideration for any position vacancies within the College for which they may qualify and apply (although first consideration does not guarantee employment when a vacancy occurs); and
- f. Will have reinstated all length of service credit as of the date of layoff, if rehired.

Article XXIII **Academic Calendar**

Categories of non-instructional days will include:

- Professional development/meeting day (week day)
- General education outcome assessment day (week day)
- Advising/registration day
- Grade reporting day (week day)
- Graduation

Non-instructional days will be concentrated in the one week prior to the first day of classes for both fall and spring semesters, and the one week following the last day of classes in the spring semester.

The College reserves the right to amend the Academic Calendar dates or deadlines. In the event that any of the dates or deadlines in the Academic Calendar needs to be changed, the College will provide prior notification to the Association and consult on the changes. All parties to this contract recognize that the right of the College to amend the Academic Calendar does not include the right to substantially add to the quantity of work required of faculty members.

Article XXIV **Academic Freedom**

The College and the Association mutually endorse and agree to make reasonable efforts to comply with the following statement regarding academic freedom.

Institutions of higher education are conducted for the common good and not to further the interests of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free expression.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamentally for the protection of the rights of the instructor in teaching and of the student to freedom of learning. It carries with it duties correlative with rights.

Instructors are entitled to freedom in research and in the publication of results, subject to the provisions of this Agreement and the adequate performance of their other academic duties; but research conducted in the course of an instructor's duties for financial gain should be based upon an understanding with the authorities of the institution.

Instructors are to be entitled to freedom in the classroom in discussing their subject area, subject to the provisions of this Agreement and other applicable College policies, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. This consideration is not intended to discourage what is "controversial," but rather to underscore the need for instructors to avoid persistently introducing such material if it has no relation to their subject.

Instructors are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution. All parties to this Agreement recognize the right of NMC Faculty to engage in critical discourse, discussion, and public inquiry as citizens and as members of the world community.

No bargaining unit member shall be prevented from wearing a pin, badge, button or non-distracting insignia identifying his/her membership in the Union.

Article XXV

Faculty Council

Purpose

As a faculty senate, Faculty Council (FC) serves to represent all faculty, to pursue relevant faculty interests, with a focus on leadership, shared governance, academic issues, and faculty innovation; and to act as liaison between all faculty and other leadership groups, councils and committees across the college, including the Center for Instructional Excellence (CIE). Faculty Council also oversees Curriculum Committee (CC) and a member of FC serves as CC Chair.

Procedures

1. The Faculty Council shall hold regularly announced bi-monthly meetings, or a minimum of one meeting per month determined by the consensus of the FC members. If needed, additional meetings may be called by the Chair. Executive sessions may be called as the circumstances warrant and general faculty meetings as needed.
2. No quorum shall be needed for the holding of Faculty Council meetings. A majority of Faculty Council members will constitute a quorum for instances in which FC wishes to promulgate an official decision. General faculty meetings may be called by the FC as needed:
 - An agenda shall be prepared and circulated in advance of such meetings;
 - Business placed on the agenda by the Faculty Council may include items submitted by interested individuals or groups from the faculty, administration, or other college stakeholders;
 - Such meetings are for the purposes of information and discussion;
 - General faculty meeting notes shall be kept by the Secretary of FC.
3. Faculty Council records are an important part of NMC shared governance:
 - Upon taking office, the FC Secretary shall review the previous year's Council and General meeting notes;
 - A compilation of meeting notes from the current and each subsequent year shall be maintained electronically on the NMC website;
 - All records will be kept in perpetuity in the NMC College Archives.
4. Faculty Council may change its bylaws through a majority vote of the Council members:
 - Changes to Bylaws will be published in the meeting notes;
 - Changes to the Bylaws will be voted on by all faculty only if 20 percent of all faculty request such a vote.
5. The Faculty Council may create committees (standing and/or ad hoc) as necessary to carry out its responsibilities:
 - Committee members may include members of the Council and the general faculty;
 - Faculty Council fosters and encourages frequent communication from Curriculum Committee, and faculty representatives on other governance and leadership committees such as Planning and Budget, Policy, and President's Councils; CIE; and the NMC Faculty Association.
6. Faculty Council is a distinct entity from the NMC Faculty Association.
7. A member of Faculty Council will be invited to attend a minimum of two President's Council complete meetings per semester; the choice of meeting dates the Faculty Council member may attend will be at the discretion of the President's Council. Conversely, a member of the President's Council will be invited to attend a minimum of two complete Faculty Council meetings per semester; the choice of meeting dates the President's Council member may attend will be at the discretion of the Faculty Council.

Article XXVI

Faculty Salary Payment

Except in cases in which a faculty member can demonstrate a substantial loss of MPSERS retirement income from receiving their remuneration in 26 pays, Faculty will be paid every two weeks of the calendar year for a total 26 pays spread evenly throughout the entire year.

In cases in which a faculty member can demonstrate a substantial loss of MPSERS retirement income from receiving their remuneration in 26 pays, the faculty member will receive their remuneration in 20 pays.

ARTICLE XXVII
Faculty Salary Schedule

Step	Current	2016	2017	2018
1	43,128	43,128	43,257	43,257
2	44,730	44,730	44,864	44,864
3	46,392	46,392	46,531	46,531
4	48,116	48,116	48,260	48,260
5	49,904	49,904	50,054	50,054
6	51,758	51,758	51,913	51,913
7	53,681	53,681	53,842	53,842
8	55,676	55,676	55,843	55,843
9	57,745	57,745	57,918	57,918
10	59,891	59,891	60,071	60,071
11	62,116	62,116	62,302	62,302
12	64,424	64,424	64,617	64,617
13	66,818	66,818	67,018	67,018
14	69,301	69,301	69,509	69,509
15	71,876	71,876	72,092	72,092
16	74,547	74,547	74,771	74,771
17	77,317	77,317	77,549	77,549
18	80,190	80,190	80,431	80,431
19	83,170	83,170	83,420	83,420
20	86,255	86,255	86,514	86,514

1. Faculty will move one step on the scale based on satisfactory performance each year of the contract (3.71%).
2. Scale adjustment for 2017 will be 0.30% based on COLA
3. Scale adjustment for 2018 will be equal to the Social Security COLA with a maximum increase of 1% even if the Social Security COLA exceeds 1%, and become effective January 1, 2018.
4. Faculty that are at Step 20 and do not move along the plan will receive a 1% payment of their base salary each year of the CBA (2016, 2017, and 2018).
5. The 2016 step payment will be made within 30 days of ratification of the CBA.

ARTICLE XXVIII
Faculty Salary Plan Placement

1. COVERAGE AND STRUCTURE

The salary plan covers all teaching and non-teaching faculty of Northwestern Michigan College who are annually contracted to work at least two semesters per year for 50 percent or more of a full time work load.

The salary plan has 20 steps. Each step has an incremental value of 0.037155 and represents one year of satisfactory performance.

2. PLACEMENT ON THE PLAN

New faculty will be placed on the plan at a step appropriate to their education, experience, and professional achievement. Minimum qualifications for faculty teaching in the liberal arts shall be a master's degree in their teaching discipline. Minimum qualifications for faculty teaching in the occupational programs shall be a bachelor's degree plus two years professional experience in the appropriate academic area; however, a master's degree is preferred. These qualifications must follow credential standards of the Higher Learning Commission. Additional qualifications may be established for specialty positions with approval of the Vice President for Educational Services and Director of Human Resources. During the selection process, the availability of funds and a department's needs may affect the importance placed on a candidate's previous years of experience.

The Vice President for Educational Services and the Director of Human Resources will evaluate the individual's credentials and make a placement recommendation. The placement recommendation is subject to approval by the President. Initial placement beyond step 1 may be made according to the following factors:

a. Education

New faculty may be placed by educational credentials as follows:

Bachelor's degree plus two years' experience	Step 1
Master's degree	Step 4
Master's plus 30 graduate credits	Step 5
Master's plus 60 graduate credits or earned doctorate	Step 6

b. Teaching Experience

Each year of full-time equated teaching experience at an accredited institution of higher education may advance the initial placement on the plan by one step, to a maximum of three steps. Relevant high school teaching experience will be given credit for step placement at a two years high school to one year NMC ratio,

compared to higher education. Teaching as a graduate assistant will not be credited.

c. Other Relevant Professional Experience

Each additional two years of relevant professional work experience beyond the minimum experience required for the position may advance the placement on the plan by one step, to a maximum of three additional steps. (Teaching experience and other relevant professional experience combined may not exceed three additional steps.)

d. Job Market

In rare circumstances, a recommendation may be made for higher placement on the basis of demonstrated market factors in the particular academic area that result in a documented inability to attract qualified faculty.

ARTICLE XXIX
Overload Compensation

- 1) Effective January 1, 2016, Faculty Overload compensation will be paid at the 14th Step of the Adjunct Salary schedule, currently \$813 per contact hour.
- 2) Effective January 1, 2017, Faculty Overload compensation will be paid at the 16th Step of the Adjunct Salary schedule, currently \$864 per contact hour.
- 3) Effective January 1, 2018, Faculty Overload compensation will be paid at the 17th Step of the Adjunct Salary schedule, currently \$890 per contact hour.

ARTICLE XXX
Faculty Load

Faculty Load Policy

It is the policy of Northwestern Michigan College that the normal full-time load for regular teaching faculty, hereafter referred to as faculty, is 30-32 contact hours of instruction per year for a two-semester faculty member and 45-48 contact hours of instruction per year for a three-semester faculty member (15-16 contacts per semester). For provisional and regular faculty who teach eight or more preparations during their two teaching semesters, their base load will be thirty contact hours. Overload payments will begin at the thirty-first hour. In calculating the number of preparations, internships will not be included.

To calculate how many preparations a faculty member has during their two teaching semesters, the college will add the number of distinct courses from the first semester to the number of distinct courses from the second semester. In making this calculation, a distinct course is a course that is different from other courses taught by the instructor that semester. Thus, faculty need not teach 8 entirely different courses in a two-semester period in order to be classified as

teaching eight or more preparations. Rather, the number of distinct courses in the first semester plus the number of distinct courses in the second semester need simply add up to eight or more for a faculty member to be considered as having eight or more preparations.

For all other faculty, overload will be accumulated after the 32nd contact under a two-semester contract or the 48th contact under a three-semester contract. In addition to regular instruction, teaching faculty are also responsible for professional responsibilities in support of the College mission (service to College, students, and/or community) and professional development.

The Vice President for Educational Services shall provide for the development of procedures to implement this policy, with the appropriate involvement of faculty. Those procedures will outline conditions under which any exceptions to policy may be made. The Vice President for Educational Services shall also provide for establishment of workload for non-teaching faculty.

Instances where load assignments do not conform to this standard shall be reviewed, and any exceptions to these load procedures will be documented as specified in D-736.01 Faculty Load Procedure under Section I. Scope.

Faculty Load Procedure

This procedure has been developed by the Vice-President for Educational Services to implement Policy D-736.00 Faculty Load Policy, with the appropriate involvement of faculty. These procedures outline conditions under which any exceptions to policy may be made. The Vice-President for Educational Services shall also provide for establishment of workload for non-teaching faculty.

This procedure supersedes any and all prior written or oral agreements regarding faculty load, overload, and calculation of overload. The understandings and compensation in this procedure and the corresponding D-736.00 Faculty Load Policy apply to regular faculty at all NMC campuses.

1. SCOPE

Changes to these procedures may be proposed by any regular faculty member, Academic Area Chairs, or the Vice President for Educational Services and may be considered as often as once per year. Such changes will be recommended by the Vice President for Educational Services to the President for approval, after review by Academic Area Chairs and Faculty Council.

Any exceptions to these procedures will be reviewed and approved by the faculty member, Academic Area Chair, and Vice-President for Educational Services. These exceptions will be documented in writing as to the reasons, conditions and the time limits, signed by each party, and filed with the Office of Human Resources with copies to all concerned parties.

2. BASE LOAD

It is the policy of Northwestern Michigan College that the normal full-time load for regular teaching faculty, hereafter referred to as Faculty, is 30-32 contact hours of instruction per

year for a two-semester faculty member and 45-48 contact hours of instruction per year for a three-semester faculty member (15-16 contacts per semester).

The factors to consider when determining an annual load within the range of 30-32 include, but are not limited to: total number of preparations, new course preparations, class size, intensive writing assignments, and the extent of new technologies.

In instances where an individual's semester load falls below the minimum, specific arrangements will be made with the Academic Area Chair and approved by the Vice President for Educational Services to guarantee fulfillment of annual load requirements. Overload (above normal full-time load) will be accumulated after the 32nd contact (two-semester contract) or 48th contact (three-semester contract). Fall semester overload may be paid at the instructor's request during the semester, if historically, the instructor has consistently met full load during the academic year. If in subsequent semesters the instructor does not have a full load, Human Resources will inform Payroll to deduct the appropriate overload amount from the faculty member's salary.

3. ADDITIONAL RESPONSIBILITIES

In addition to regular instruction, teaching faculty are also responsible for professional responsibilities as outlined in the NMC Faculty Professional Responsibilities section of the Faculty Handbook.

4. RELEASE TIME

Release time will generally be provided for instructional administration as provided in the instructional organization plan. Any changes to release time will be approved on an annual basis, in conjunction with the budgeting process.

5. CLASS SIZE

Minimum class size will be established on case-by-case basis with reference to current area efficiency goals. Academic Area Chairs will submit written documentation to the Educational Services Office as to the rationale for holding classes that are less than 50% efficient. Maximum class sizes will be recommended by the Academic Area Chair and approved by the Vice President for Educational Services. Changes or exceptions from previous years will be documented.

Faculty load procedures are based upon class sizes at or above minimum unless exceptions apply. Refer to Load Exception and Additions section for exceptions.

In instances where class minimums are not reached, the faculty member, Academic Area Chair, and Vice President for Educational Services may make appropriate adjustments in load. Factors to be used in load adjustments would be the same as those used in determining base load.

6. TEACHING SCHEDULES

Class schedules will be developed to meet the needs of students and will be established by the Academic Area Chairs with final approval of the Vice President for Educational Services. Instructors may be assigned to teach by Academic Area Chairs at any time within the normal class hours of 7:00 a.m. and 10:00 p.m. Academic area needs outside this range will be approved by the Academic Chair. Consideration shall be given to the allowance of a twelve-hour interval between the end of one day's scheduled class time and the beginning of the

next. Academic Area Chairs and the Vice President for Educational Services will attempt to balance schedules among faculty within the Academic Area by taking into account such factors as number of preparations, new preparations, writing-intensive courses, and early morning or evening assignments. Faculty will be provided an opportunity to submit preferred teaching schedules to the appropriate Academic Area Chair.

7. LOAD DETERMINATION

All instruction including lecture, laboratory, recitation, studio, and clinical classes will be counted toward faculty load on a contact hour basis except as noted below. Contact hours will be determined through the curriculum approval process.

8. LOAD EXCEPTIONS AND ADDITIONS

Aviation

Aviation faculty will be expected to be available for student instruction an average of 35 hour per week. Exact scheduling will be determined by the Division Director to best meet the needs of students in the aviation program.

Clinical Nursing

In clinical nursing instruction, the number of patients under the direct responsibility of the instructor will count toward the class size total.

Flexible Learning Options (FLO) Courses

Instructors may request to develop and teach FLO courses by completing a FLO New Course/Training Request form. This request must be endorsed by the faculty member's Academic Area Leadership and be submitted to the Director of Educational Media Technologies for his/her recommendation. The recommendation is then submitted to the Vice President for Educational Services for final approval.

Interactive Television (ITV) System

Additional Compensation/Release Time: If the instructor has not taught a particular course over ITV before, the instructor may apply for additional compensation or release time. Additional compensation/release time will be equal to the contact hours of the course. Additional pay for development is subject to overload status as described in the Overload section of this document. The instructor is granted the compensation/release time to go through the ITV training process and work with the instructional designer in course preparation. This training and preparation time may be taken during the same semester or the semester before the course is taught. Subsequent times an instructor teaches the particular course over ITV, there will be no additional compensation/release time for the course. Travel to remote sites is compensated per NMC travel policy. **Required Training:** The ITV training process is required for all instructors who have not taught a particular course over ITV before. Contact the FLO Office for details.

Class Size: For load purposes, the main campus class and the remote site classes together constitute one class. The enrollment maximum for any class offered over the ITV system should be equivalent to that offered in the traditional format. For instance, if the traditional formatted class has a maximum of thirty, then the total enrollment of the main campus class and all remote sites should not exceed thirty.

9. LINKED CLASSES (Classes taught separately but linked by course material)

Each instructor teaching a linked class will receive one contact hour beyond the course contact hours of the linked class they are teaching, to be paid as overload or applied to regular load at the instructor's discretion. Funding, beyond one credit hour, for the preparation of a first time linked course should be requested from CIE or outside grants.

10. NON-CREDIT INSTRUCTION

Non-credit instruction (including Extended Educational Services and M-TEC Training and Research courses) may be considered on a contact-hour basis as part of load with advance and written approval of the Vice President for Educational Services; however, such credit shall not exceed 25 percent of annual load. Revenue derived from non-credit instruction must yield the College general fund an amount not less than the current College class size average times the current in-district tuition per contact hour. It is understood that said non-credit instruction will be in the academic area of the individual faculty member.

11. SUPERVISION OF INTERNSHIPS

It is recognized that the supervision of internship, practicum, and work experience students remains an area in need of continued study. There are questions both as to the range of expectations for faculty performing these duties and as to the appropriate credit toward load for such work.

The faculty, Academic Area Chairs, and Vice President for Educational Services will provide for establishment of minimum expectations to be fulfilled by those involved in these activities.

Supervision of internship, practicum, or work experience students when enrolled for a specific work-based learning course will be factored at 5 students to 1 contact, for the purposes of defining load. Students above or below a multiple of 5 will be rounded to the nearest whole contact hour. For example, if the student number is 18 for these courses, the instructor will receive 4 contacts toward load for the year.

ARTICLE XXXI

BENEFITS

Benefits for this unit will be the same as those currently set forth for Faculty in the NMC Board of Trustees and Staff Policies applicable to Faculty. This section summarizes the benefits available for Faculty. For additional details, see Appendix B

- NMC Tuition (D-711.00)
 - Health and Dental Insurance (D-713.00)
 - Continuation Coverage of Group Health Insurance (D-714.00)
 - Flexible Compensation Plan (D-715.00)
 - Life Insurance (D-716.00)
 - Long-term Disability Insurance (D-717.00)
 - Holidays (D-718.00)
 - Sick Leave Policy and Procedures (D-720.00, 720.01)
 - Wage Continuation (Short Term Disability) Policy and Procedures (D-721.00, 720.01)
 - Family and Medical Leave Policy and Procedures (D-722.00, 722.01)
 - Family Care Leave (D-723.00)
 - Bereavement Leave Policy and Procedures (D-724.00, 724.01)
 - Personal Business Leave (D-725.00)
 - Child Care Leave Policy and Procedures (D-726.00, 726.01)
 - Military Leave Policy and Procedures (D-727.00, 727.01)
 - Jury Duty and Court Service (D-728.00)
 - Adoption Benefits (D-729.00)
 - Michigan Public School Employees Retirement System (MPERS) (D-730.00)
 - NMC Optional Retirement Plan and its amendments. (D-731.00)
 - Workers Compensation (D-748.00)
- 1) All 2017 benefits will remain in effect for the life of the collective bargaining agreement with the exception of Health and Dental benefits.
 - 2) Any changes in the Health and Dental plan for 2018 will be subject to mutual agreement of the parties.
 - 3) The Health and Dental benefits for 2017 will be those identified in Appendix C.

Effect of Agreement

- A. During the negotiations which resulted in this Agreement each party 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. Therefore, NMC and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter which was raised in negotiations but as to which no agreement was reached.
- B. If any provision of this Agreement or any application of the Agreement as to any bargaining unit members or group of bargaining unit members is found contrary to law, then such provision or application will not be deemed valid and surviving except to the extent permitted by law, but all other provisions or applications of this Agreement will continue in full force and effect.

DURATION

This Agreement will be effective as of the 1st day of January, 2016, and continue in effect through the 31st day of December, 2018.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

NORTHWESTERN MICHIGAN COLLEGE

Vicki Cook
[NAME, TITLE] Vicki Cook V.P. Finance & Administration

2-16-2017
Date

NORTHWESTERN MICHIGAN COLLEGE FACULTY ASSOCIATION

Bronwyn Jones
[NAME, TITLE] BRONWYN JONES, FACULTY NEGOTIATING TEAM

2-17-2017
Date

MICHIGAN EDUCATION ASSOCIATION

Mary McGee-Cullen
NAME, TITLE] Mary McGee-Cullen, MEA Uniserv Director

3-13-17
DATE

APPENDIX A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

I assign to the College any and all rights, title, and interest I may have or acquire in any and all intellectual property, as described in Article XX of the CBA (including but not limited to all copyrightable and patentable works, works-made-for-hire, materials, or subject matter), developed by me, whether individually or jointly, in the course of my employment with the College; and the College is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, sub-licensable, worldwide license and right to make, have made, modify, use, market, possess, own, control, sell and distribute without limitation all such intellectual property developed by me, whether individually or jointly, in the course of my employment with the College; except as expressly provided in Article XX of the CBA, which is incorporated herein by reference.

I agree to execute all documents and perform all acts that the College may reasonably request in order to assist the College in perfecting the rights granted to the College in and to said intellectual property, including copyrightable and patentable works, workers-made-for-hire, material or subject matter.

Wherefore, this Agreement is effective immediately upon my execution below:

Signature

Print Name

Date: _____

APPENDIX B – BENEFITS

- ***NMC Tuition Benefit Policy***

All regular full-time employees, their spouses, and their dependent first-generation children may apply for and receive a board-authorized grant for the purpose of defraying the tuition cost of courses offered by Northwestern Michigan College, subject only to the payment of required fees. This benefit does not apply to activities sponsored by organizations other than the College.

Regular part-time faculty, administrative/professional, technical/paraprofessional and support staff appointed for 50 percent or more of a full-time work load shall receive the tuition benefit applicable to full-time employees on a pro-rated basis, based on actual percentage of a full-time appointment held.

Because the Internal Revenue Code regulates the taxability of tuition programs, the determination of dependent status shall be in accordance with the Internal Revenue Code's definition of dependency.

- ***Health and Dental Insurance***

Comprehensive hospital medical and surgical coverage will be offered by the College to eligible employees and their eligible dependents with employee contributions through payroll deduction. An employee on a medical leave of absence may continue medical coverage (and coverage for eligible dependents) during the leave for 12 months following the day the medical leave began, with the participant contribution at the same rate as for an active employee while out on paid leave. If the employee is terminated because he/she is physically unable to work and has exhausted all accrued sick time and vacation time paid out using the number of hours per day worked in their regular schedule COBRA premium shall be waived during the remainder of the 12 month period. The employee is responsible for informing Human Resources if they acquire medical coverage elsewhere before the 12-month period is complete, at which time the College-provided COBRA would end.

Part-time eligible employees (on regular, annual appointments calling for 50 percent or more of a full-time work load) may purchase medical coverage for themselves and eligible dependent family members. NMC will pay a prorated portion of the premium based upon the percentage of a full-time appointment held.

Dental coverage will be offered to regular full-time employees and their eligible dependents with employee contributions through payroll deduction.

See also Appendix C

- ***Continuation Coverage of Group Health Insurance***

Northwestern Michigan College provides continuation coverage in its group health plans pursuant to the requirements of the federal law Consolidated Omnibus Reconciliation Act, commonly referred to as COBRA. Continuation coverage offers employees and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the benefit plan would otherwise end.

NMC employees covered by the benefit plan have a right to elect continuation coverage under the plan if group health benefit coverage is lost because of a reduction in hours of employment or the termination of employment (for reasons other than gross misconduct).

The spouse of an employee covered by the plan has the right to elect continuation coverage under any of the health benefit plans for any of the following reasons:

1. Death of the spouse (employee)
2. Termination of the spouse's employment (for reasons other than gross misconduct) or a reduction in spouse's hours of employment
3. Divorce or legal separation from the spouse, or
4. The spouse (employee) becomes eligible for Medicare

The dependent child of an employee covered by the plan has a right to continuation coverage under the plan if group health coverage is lost for any of the following reasons:

1. The death of a parent
2. The termination of a parent's employment (for reasons other than gross misconduct) or a reduction in a parent's hours of employment
3. Parents' divorce or legal separation
4. The parent becomes eligible for Medicare, or
5. The dependent child ceases to be a "dependent child" under the terms of the plan.

The employee or a family member has the responsibility to inform Human Resources of a divorce, legal separation, or child losing dependent status under the terms of the plan. In turn, notification will be sent to the employee or family members informing them of their rights and responsibilities regarding continuation coverage.

- ***Flexible Compensation Plan***

Regular, full time employees are eligible to participate in the College's flexible compensation plan, including employee reimbursement accounts for dependent care and unreimbursed health care expenses. Employees on leaves of absence are not eligible to participate (e.g. non-pay status.)

- ***Life Insurance***

The College will provide term life insurance of \$50,000 on each full time faculty, executive, administrative, professional, technical/paraprofessional, support staff and

maintenance/custodial staff member. In the event of accidental death or dismemberment, an additional \$50,000 will be provided.

Full time employees may purchase additional life insurance coverage as per the flexible compensation plan.

- ***Long-term Disability Insurance***

Full time faculty, executive, administrative, professional, technical/paraprofessional, support staff and maintenance/custodial staff will receive long-term disability insurance coverage, which will pay an amount equal to 60 percent of the base monthly earnings, subject to a maximum schedule of \$1,500 per month. There is a six-month qualifying period.

Full time employees may purchase additional coverage through the flexible compensation plan.

- ***Holidays***

The following days will be observed as College holidays.

New Year's Day
Spring holiday (scheduled on Good Friday)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Eve (one-half day)

When a holiday falls on a Saturday or Sunday, the president shall declare the appropriate day for College observance of the holiday. This declaration shall be made in advance at such time as the academic calendar for the year is established. Faculty and staff in full- or part-time annual appointments will receive holidays off with pay.

- ***Sick Leave Policy and Procedures***

Sick Leave Policy

Full-time faculty on annual appointments shall earn 10 days sick leave during each contract year, accrued at a rate of a half-day sick leave per pay over 20 pays. Accumulation of sick leave is limited to three times the annual accrual, or 30 working days.

Full-time administrative, professional, technical/paraprofessional and support staff shall earn 1 day of sick leave per month for each full calendar month of work, accrued on a per-pay basis of 3.7 hours per pay for employees working 8 hours per day and 3.47 hours per pay for employees working 7.5 hours per day. Accumulation is limited to three times the annual accrual, or 36 working days.

Regular, annually contracted part-time faculty and staff shall earn sick days on a pro-rated basis, which may be accumulated to three times the annual accrual for the number of hours in the part-time appointment.

Sick Leave Procedure

Eligible employees may use accumulated sick leave for periods of illness. Employees on extended periods of illness may request wage continuation if they qualify for this short-term disability benefit (D-721.00/D-721.01). Wage continuation shall run concurrently with Family Medical Leave (D-722.00/D-722.01) in cases where the employee is eligible for both.

Accumulated sick leave may be used for medical appointments. It may also be used for Family Care Leave in accordance with Policy D-723.00 and for Personal Business Leave in accordance with Policy D-725.00.

The use of sick leave must be approved by the supervisor and reported to Human Resources using the appropriate form or online time sheet.

- ***Wage Continuation (Short Term Disability) Policy and Procedures***

Wage Continuation Policy

Wage Continuation is Northwestern Michigan College's self-insured program for short-term disability. Eligible employees who have completed 90 days of employment and have suffered a single serious health condition arising from illness or injury are eligible for their pay to continue under the provisions of the procedure.

The purpose of this policy is to alleviate the unpaid leave status of Family Medical Leave for an employee's own serious health condition and to provide up to 180 calendar days of paid leave, with part-time employees paid based on their appointment percent, for employees that request the benefit and meet the qualifications described in the procedure. Wage continuation shall run concurrently with Family Medical Leave in cases where the employee is eligible for both.

Wage Continuation Procedure

Wage Continuation is Northwestern Michigan College's (NMC) self-insured program for short-term serious health conditions. Eligible employees may request this benefit as outlined in this procedure. Eligibility is determined according to the definition of full-

time and part-time regular employees, in the Definition of Employee Categories who have completed 90 days of employment at NMC. Employees not working because of work-related injuries covered under Workers' Compensation are ineligible for Wage Continuation.

The Wage Continuation period will run concurrently with Family Medical Leave (FMLA) whenever an employee is eligible for FMLA due to their own serious health condition. Wage Continuation is a benefit that will pay the employee for time off that is unpaid under the FMLA regulations, based on their appointment percent, and does not replace or circumvent FMLA.

NMC has attempted to address the most common situations for accidents and illness and how the Wage Continuation benefit applies. The Director of Human Resources, or designee, reserves the right to address unusual circumstances and administer this benefit as is practical.

Initial Qualification for Wage Continuation:

Accident

1. After an employee has been off work for one (1) work day or a part of a work day due to a single serious health condition caused by an accident, the employee may request to be paid under the Wage Continuation provisions.
2. A Wage Continuation Employee Request Form must be completed and signed by the employee or designee in order to be paid under this benefit.
3. The first work day off due to a single serious health condition caused by an accident will be paid under Wage Continuation provisions.

In order to qualify for Wage Continuation, a medical certification will be required. The employee must submit the medical certification to the Office of Human Resources as soon as is practical or within 15 days maximum of receiving the request form. If there are questions or the nature of the serious health condition needs clarification, then NMC's physician will contact the employee's physician to determine if a second opinion is necessary. NMC reserves the right to require medical certification from NMC's physician. If the employee does not obtain the required certification within the 15-day period, their leave will be handled according to the Family Medical Leave Act, which states that leave will be denied if necessary certification is not provided.

Illness

1. After an employee has been off work for 15 consecutive work days due to a single serious health condition due to illness, the employee may request to be paid under the Wage Continuation provisions.
2. A Wage Continuation Employee Request Form must be completed and signed by the employee or designee in order to be paid under this benefit.

3. The 15-day qualification period will be handled according to the following Wage Continuation provisions.

In order to qualify for Wage Continuation, a medical certification will be required. The employee must submit the medical certification to the Office of Human Resources as soon as is practical or within 15 days maximum of receiving the request form. If there are questions or the nature of the serious health condition requires clarification, then NMC's physician will contact the employee's physician to determine if a second opinion is necessary. NMC reserves the right to require medical certification from NMC's physician. If the employee does not obtain the required certification within the 15-day period, their leave will be handled according to the Family and Medical Leave Act, which states that leave will be denied if necessary certification is not provided.

The employee must be actively at work or on an approved leave day other than Wage Continuation in order to qualify for Wage Continuation. A new Wage Continuation period will not be approved for a new serious health condition unless the employee has been released to return to work from the original serious health condition. The employee must be at work for at least one full workday. All other qualifications as stated above will apply.

Wage Continuation Pay

Wage Continuation will provide pay for the balance of a total of 180 calendar days (including weekends) based on the employee's appointment percent after the initial qualification period has been met.

Pay Schedule

1. Day 1 through Day 15 will be paid using all sick time accrued prior to the beginning of the leave, then by vacation time if the employee chooses, or will be unpaid leave for the qualification period.
2. Day 16 through Day 60 will be paid at 100% of base pay
3. Day 61 through Day 180 will be paid at 66.67% of base pay
4. Sick or vacation leave may not be used to make up the remainder of the base pay on Days 61-180.
5. Leave time will be reported to MPSERS according to their guidelines (currently normal assigned hours). MPSERS service hours remain the same but the pay is reduced.

Continuing Certification Required

1. A minimum of one additional certification will be required from the employee's physician or NMC's physician when the employee has been off work for 12 work weeks. Certification may be required every 30 days in order to continue pay under this policy, depending on the circumstances of the accident/illness. NMC reserves the right to require medical certification from

NMC's physician. Additional certifications may be required from the employee's personal physician. NMC will pay expenses or any deductible and co-pay, after health plan coverage for required certifications. No additional expenses will be paid by NMC.

2. Based on the additional certification, if the duration of the absence is anticipated to be continued beyond the 12-week FMLA period, the College reserves the right to fill the employee's position or determine if it will remain open.

3. Based on the duration of the anticipated absence as outlined in the additional certification, applications for Long Term Disability and MPSERS Retirement Disability (if applicable) should be started. This process may change if the duration of the anticipated absence changes.

4. The Maintenance/Custodial staff will follow their employee bargaining agreement if applicable.

Employee's Responsibility

1. After requesting Wage Continuation pay the employee will cooperate in a timely manner and obtain medical certification from their physician or NMC's physician as soon as is practical or within 15 days at a maximum of receiving the request form. NMC reserves the right to require medical certification from NMC's physician.

2. During the Wage Continuation period, it is the employee's responsibility to contact the FMLA administrator in the Human Resources office at least once every two weeks regarding their fitness for duty or intention to return to work. Failure to comply may result in time without pay.

3. When practical the employee will give 30 days' notice of their intent to return to work.

4. The employee will be required to provide fitness for duty certification.

Wage Continuation pay may be denied if the employee does not satisfy these requirements.

Return to Work

1. If the employee returns to work for a period of less than 30 calendar days, before the maximum benefit of 180 days is paid out, the 15 day requirement for illness will be waived for future time off related to the same illness/injury and the original 180-day period will resume. Another medical certification will be required according to provisions under "Continued Certification Required", item 1. NMC reserves the right to require medical certification from NMC's physician.

2. If the employee returns to work for a period of more than 30 calendar days but less than 6 months before the maximum benefit of 180 days is paid out, the 15-day qualifying requirement for illness will apply for future time off related to the same illness/injury and the original 180-day period will resume. Another medical

certification will be required according to provisions under “Continued Certification Required”, item 1. NMC reserves the right to require medical certification from NMC’s physician.

3. If the employee returns to work for a period of at least 6 months before the maximum benefit of 180 days is paid out, future time off related to the same illness/injury will be treated as a new Wage Continuation period will begin. Another medical certification will be required according to provisions under “Continued Certification Required”, item 1. NMC reserves the right to require medical certification from NMC’s physician.

4. NMC requires the employee to provide a medical certification of the employee's fitness to return to work including any restrictions and their duration. This applies only to the health condition which caused the employee to be unable to perform the functions of the employee's job. This requirement will be communicated to the employee when it is determined that the concurrent use of FMLA will be counted during Wage Continuation and it must be job-related and consistent with business necessity pursuant to the Americans with Disabilities Act (ADA).

5. If all of NMC's notification responsibilities have been met and the employee fails to provide a fitness for duty certificate as required at the time the employee is to return to work, NMC may delay the return to work until it is provided.

6. Upon return to work, returning the employee to a position will be as follows:

- a. If the leave qualified for FMLA and the 12-week period has not expired, placement will be made in the same or an equivalent job according to FMLA standards.
- b. If the leave qualified for FMLA and the employee has been out past the 12- week period, every effort will be made to return the employee to the same or an equivalent position, however, there is no guarantee of placement or continuing employment.
- c. If the leave did not qualify for FMLA and the employee has been out past 12 weeks, every effort will be made to return the employee to the same or an equivalent position, however, there is no guarantee of placement or continuing employment.

7. If an employee is found to have fraudulently obtained Medical Certification to qualify for FMLA and/or Wage Continuation from NMC, job restoration and maintenance of benefits will NOT be protected.

8. Employees found working outside of NMC while they are restricted from working under Medical Certification and are on FMLA and/or Wage Continuation will have job restoration, maintenance of benefits and Wage Continuation pay terminated. Disciplinary action up to and including termination may take place.

Applicable Benefits:

All benefits pertaining to the employee's classification shall continue to apply including wage and hour reporting for retirement, except the following:

- Sick leave accrual will be discontinued during the use of Wage Continuation since the employee is not currently working.
- Vacation leave accrual will be discontinued during the use of Wage Continuation since the employee is not currently working.

If the employee returns to work for less than full-time, as defined in the Definition of Employee Categories, these benefits will accrue at the rate of actual hours worked.

This policy supersedes the benefits of FMLA in pay status only. All other provisions of FMLA regarding benefits apply except where stated in "Applicable Benefits".

If the employee is not released to work Upon Completion of the Total 180 Days of Absence

- No regular pay will be in effect after the total 180-day period.
- Faculty who have chosen to have their contract paid over 26 pays will have the earnings over the 180-day period calculated, including the corresponding deferred pay amount, and this prorated amount will be paid out.
- After the 180 days, and all accrued leave has been paid out, if the employee is unable to return to work, employment will be terminated unless there is assurance in writing from the employee's health care provider that the employee will be able to return to work within a reasonable period of time.
- The Maintenance/Custodial staff will follow their employee bargaining agreement if applicable.

The college maintains the right to administer this procedure according to the requirements listed and to terminate pay if the employee does not comply with these requirements.

This policy supersedes the benefits of FMLA in pay status only. All other provisions of FMLA regarding benefits apply except where stated in "Applicable Benefits".

The Director of Human Resources reserves the right to waive and/or alter any portion of this procedure depending on individual circumstances to meet the needs of the employee and the institution.

• *Family and Medical Leave Policy and Procedures*

Family and Medical Leave Policy

The College shall grant eligible employees up to 12 weeks of unpaid family and medical leave (FMLA) in any 12-month period in accordance with the provisions of the Family and Medical Leave Act of 1993, and as may be amended, for one or more of the following basic 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, daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his/her job.

Military Family Leave Entitlements

- Eligible employees may also use their 12-week leave entitlement to address certain qualifying exigencies if the employee's spouse, son, daughter, or parent who is a member of the Armed Forces, National Guard, or military reserves is on covered active duty or called to active duty status.
- Military caregiver leave provides up to 26 weeks of FMLA leave in a 12-month period by an eligible spouse, parent, son, daughter, or next of kin of a covered service member to care for a member of the Armed Forces, including a member of the National Guard or reserves, who has a serious illness or injury incurred in the line of duty while on active duty. This leave also covers a veteran who was a member of the Armed Forces, National Guard or reserves during the previous five years and suffered an illness or injury while on active duty that manifested itself during or after the member was discharged from active duty.

To be eligible for family and medical leave an employee must have worked for Northwestern Michigan College for at least 12 months, and for at least 1,250 hours during the year preceding the start of the leave.

The College has adopted the 12-month period measured forward from the date of the first FMLA leave usage.

If both parents work for the College, they are entitled to take only a total of 12 weeks of leave for the two of them for FMLA related to birth or adoption. Additional child care leave may be granted under the provisions of the Child Care Leave Policy D-726.00.

Accrued vacation, sick leave, wage continuation, or family care leave shall be substituted for unpaid leave where applicable under those policies.

Medical coverage will continue to be provided during the leave including dependent coverage. No other wages or benefits will be paid or accrued during the unpaid portion of the leave.

Upon return from family and medical leave, the employee will be returned to his or her original position or an equivalent position with equivalent pay, benefits, and other employment terms.

Family and Medical Leave Procedure

The College will comply with the provisions of the Family and Medical Leave Act of 1993, and as amended.

To be eligible for family and medical leave an employee must have worked for Northwestern Michigan College for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave.

Employees shall provide at least 30 calendar days' advance notice in writing to the supervisor, where the leave is foreseeable. The leave shall be reported to the Human Resources, who will verify that the time off requested qualifies for family and medical leave.

Medical certification will be required to support a request for leave because of a serious health condition. A medical release to return to work will also be required. Forms for this purpose are available from Human Resources.

Intermittent or reduced-time leave schedules must be approved by the supervisor unless medically necessary.

Medical coverage will continue to be provided during the leave including dependent coverage, with premiums deducted from the employee's paycheck. If the employee is on unpaid leave, an arrangement will be made for repayment of medical premiums upon return to work. The employee may choose to continue dental, vision, and other benefits while on FMLA under the same conditions. No other wages or benefits will be paid or accrued during the unpaid portion of the leave.

NMC may recover both the employee premiums and the NMC share of the premiums as well for continued benefits coverage if the employee does not return to work, unless the reason for not returning is the continuation of a serious health condition or other circumstances beyond the employee's control.

Employees requesting family and medical leave will be provided with a statement of their rights and obligations regarding this leave.

- ***Family Care Leave***

Eligible employees may use up to 12 paid work days per year, with the year based on the employee's anniversary date, for the purpose of family sickness or emergency, with such time deducted from the employee's sick leave accrual. The family is defined as spouse, children, children-in-law, siblings, parents, parents-in-law, and other relatives living in the employee's home.

If an employee is on an approved Family Medical Leave (FMLA) to care for a spouse, child, or parent with a serious health condition, or to care for a child after birth or placement for adoption or foster care, in accordance with the federal FMLA guidelines

and as outlined in Policy D-722.00, the employee may use their full sick leave accrual as family care leave. The Family Medical Leave must be approved by Human Resources in order to facilitate the extended use of this benefit.

- ***Bereavement Leave Policy and Procedures***

Bereavement Leave Policy

In the unfortunate event of a death in the family, a leave of absence with pay may be granted for bereavement. Faculty and staff on full- or part-time annual appointments will receive paid bereavement leave for time off which is required due to the death of a family member, upon approval of the supervisor.

Bereavement Leave Procedure

The purpose of this procedure is to provide guidelines for NMC supervisors. Faculty and staff on full- or part-time annual appointments may request paid bereavement leave for time off which is required due to the death of a family member according to the following guidelines.

Leave for bereavement time for the death of an immediate family member may be requested for up to and including five (5) days. The immediate family is defined as spouse, parents, stepparents, siblings, step-siblings, grandparents, children, step-children and grandchildren. Special consideration will be given to a request for bereavement leave for a person whose association with the employee is similar to any of the above relationships.

Leave for bereavement time for the death of an extended family member may be requested for up to and including three (3) days, given travel and special considerations. The extended family is defined as aunts, uncles, cousins, nieces, and nephews. Additional extended family may be grandaunts, granduncles, grandnieces, grand nephews and great grandparents. Special consideration will be given to a request for bereavement leave for a person whose association with the employee is similar to any of the above relationships.

Leave may be taken after the approval of the supervisor. In turn, the supervisor should notify the Human Resources of the reason and length of the employee's absence through the absence report or timesheet. Exceptions to family status and extensions of time may be requested and granted if approved by the executive staff member in consultation with Human Resources.

Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her absence report or timesheet. Proof of death and relationship to the deceased may be required.

- ***Personal Business Leave***

NMC recognizes that at times it is difficult to complete personal business such as appointments with accountants, lawyers, teachers, etc. because of work schedules. The purpose of this policy is to give the employee paid time-off to accomplish personal business matters that require time away from NMC.

All regular full and part-time faculty, executive, administrative, professional, technical/paraprofessional and support staff may use up to two sick days per year to take care of personal business which cannot be handled outside of normal working hours.

- ***Child Care Leave Policy and Procedures***

Child Care Leave Policy

Child care leave for a period of up to 12 months may be granted to any eligible employee who has successfully completed at least one year of employment, for the purpose of providing child care after the child's birth or adoption of a child under 18 years of age.

The child care leave period will run concurrently with Family Medical Leave (FMLA) whenever an employee is eligible for FMLA.

Child Care Leave Procedure

Requests for the child care leave shall be made in writing to the appropriate supervisor using the Child Care Leave Request Form at least 90 calendar days prior to the expected birth or placement of an adoptive child, except under extenuating circumstances. Requests are to be approved by the appropriate executive officer.

Notice of the date of return shall be given in writing to the supervisor at least 30 calendar days in advance of return.

Child care leave will be coordinated with other leave policies as appropriate.

- The child care leave period will run concurrently with Family Medical Leave (FMLA) whenever an employee is eligible for FMLA. Refer to Policy D-722.00 and Procedure D-722.01 for FMLA eligibility.
- Accumulated sick leave and wage continuation will be provided for the period of time the employee is certified by a physician as being under medical care and unable to work. Refer to Policy D-720.00/Procedure D-720.01 and Policy D-721.00/Procedure D-721.01 for details.
- Accumulated sick days may be used in accordance with Family Care Policy D-723.00.
- Accumulated vacation shall be used prior to commencement of the unpaid portion of the leave.
- The remainder of the 12-month leave not covered by accumulated sick leave, wage continuation, or vacation shall be unpaid.

Medical coverage will continue to be provided during the period that the employee is on FMLA, with premiums deducted from the employee's paycheck. If the employee is on unpaid leave while on FMLA, an arrangement will be made for repayment of medical premiums upon return to work. The employee may choose to continue dental, vision, and other benefits while on FMLA under the same conditions.

If the employee chooses to continue any benefits while on unpaid child care leave beyond the 12-week FMLA leave period, they will be placed on COBRA in accordance to that policy.

No other wage or benefits will be paid or accrued during the unpaid portion of the leave.

Upon return from child care leave, the employee will be returned to his or her original position or an equivalent position with equivalent pay, benefits, and other employment terms if it is within the 12-week FMLA leave period. If not, every effort will be made to return the employee to the same or an equivalent position, however, there is no guarantee of placement or continuing employment.

- ***Military Leave Policy and Procedures***

Military Leave Policy

Northwestern Michigan College is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the College's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the uniformed services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. This military leave policy is designed to:

- Encourage noncareer service in the uniformed services by eliminating or minimizing the disadvantages to civilian careers and employment which can result from such service;
- Minimize the disruption to the lives of faculty and staff performing service in the uniformed services by providing for the maintenance of pay and most benefits as defined in the procedure and by the prompt reemployment of such faculty and staff upon their completion of such service; and
- Prohibit discrimination against faculty and staff because of their service in the uniformed services.

If any employee believes that he or she has been subjected to discrimination in violation of this policy or any corresponding procedures or guidelines, the employee should immediately contact the Director of Human Resources or designee.

The Director of Human Resources, in conjunction with the appropriate faculty and staff, is responsible for the development of any procedures or guidelines that may be necessary to administer this policy.

Military Leave Procedure

It is the College's policy to support our faculty and staff who continue to serve their country in the uniformed services, which includes Army, Navy, Marine Corps, Air Force, or Coast Guard; Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve; Army National Guard or Air National Guard; Commissioned Corps of the Public Health Service; or any other category of persons designated by the President in time of war or emergency; in accordance with federal and state law, in particular the Uniformed Services Employment and Reemployment Rights Act (USERRA). This staff procedure is intended to carry out policy D-727.00 Military Leave.

Service in the Uniformed Services

Service is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service, including: active duty; active duty for training; initial active duty for training; inactive duty training; full-time National Guard duty; absence from work for an examination to determine a person's fitness for any of the above types of duty; funeral honors duty performed by National Guard or reserve members; and duty performed by intermittent disaster response personnel for the Public Health service and approved training to prepare for such service.

Notice of Military Leave

An employee shall provide his or her immediate supervisor with written or oral notice that the employee will be engaging in uniformed service, including, where feasible, a copy of the orders directing the service. Notice may also be provided by an appropriate officer of the branch of military in which the employee will be serving. Failure to provide notice may render the employee ineligible for the rights and benefits contained in the military leave policy and procedures. However no notice will be required if military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable.

Temporary Military Leave (1-14 days of uniformed service)

- In the event that the military pay is less than the employee's College base pay, any regular full-time College employee is entitled to differential pay during temporary military leave. The College will reimburse the employee the difference between the base pay earned at the College during the same time for every temporary military leave of fourteen days or less.

- All employee benefits will continue during a military leave of 1-30 days.

Other Military Leave (15+ days of uniformed service)

- Subject to a lifetime cap of twelve (12) calendar months, any regular full-time College employees is entitled to differential pay during military leave. In the event that the military pay is less than the employee's College base pay, the College will reimburse the employee the difference between the base pay for uniformed service and their base pay earned at the College during the same time. This provision may be extended on a case-by-case basis by the Director of Human Resources or designee.

- Employee (non-dependent) medical/dental coverage, long-term disability and term life benefits will be terminated for a leave of 31 or more days. An employee may elect to continue coverage for up to 24 months at his or her expense. An employee's cost for the continuation of coverage shall not exceed 102% of the full premium.

- The College shall continue to provide dependent medical/dental coverage for up to twelve (12) calendar months for any regular full-time College employee engaging in uniformed service. After twelve (12) calendar months, an employee/dependent may elect to continue coverage up to 24 months at his or her expense. An employee's/dependent's cost for the continuation of coverage shall not exceed 102% of the full premium.

- Tuition waiver benefit shall continue for any eligible dependents for a period of time not to exceed the five-year cumulative service limit of their military service.

- Vacation and sick time benefits shall be accrued during this one-year period and will be applied upon the employee's return to work. If the employee does not return to his/her job, the accrued vacation time balance before the active duty shall be paid.

- Voluntary supplemental life/AD&D insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31 days immediately following the termination of coverage.

- Employees who are members of Michigan Public School Employee Retirement System (MPERS) or Optional Retirement Program (ORP) will continue retirement participation according to the employee's retirement plan guidelines. Guidelines for both plans allow for reporting of wages and contributions for remuneration earned by a member for service performed as a public school employee.

Section V.3.1 of MPERS states Military wages paid by the US government while on active duty are not reportable. Since NMC pays a wage differential (difference between the US government military pay and their NMC pay) this pay

is also not reportable since it is a paid benefit and not wages earned. MPSERS allows members to apply for service credits of intervening military time as defined below. The service credits are awarded free of purchase cost and are counted in computing the defined benefit retirement.

- MPSERS Intervening Active Duty Military Service Credit: The employee may receive up to six years of service credit at no cost if they leave school employment, directly enter active duty in the U.S. armed forces, including reserve components and periods of training, and return to Michigan public school employment within 24 months of discharge. If the required service extends beyond 6 years, the employee should contact MPSERS for more information.

- The employee may use intervening military credit to satisfy vesting requirements. The employee will, however, still need to have ten years of public school service before they can receive credit for other service credit purchases.

- The Optional Retirement Plan provides for payment of the employer contribution upon the employees return to the College, if they return while the re-hire rules are in effect according to USERRA (Section 414(u)). The employee has the option of making the employee contribution to their account.

Differential Pay Procedure

- A regular full-time employee shall provide the College with his/her military pay information when the military pay is less than the employee's regular College. The College will pay the employee's full pay until documentation of the military pay can be provided, for a period not to exceed 45 days. Non-compliance may result in termination of pay until documentation is provided.

- Upon receipt of the military pay information, any overpayment will reduce subsequent pays until the College is reimbursed for the overpayment. The reduction will be spread over a period of time not to exceed the end of the calendar year, subject to any extension approved by the Director of Human Resources or designee.

Return to Work

- Service of 1 to 30 days: the employee must return to work at the beginning of the first regularly scheduled work day or 8 hours after the end of the military duty, allowing for reasonable commuting time from the military duty station to home.

- Service of 31 to 180 days: application for reinstatement must be submitted to the College not later than 14 days after completion of military duty.

- Service of 181 days up to 5 cumulative years: application for reinstatement must be submitted not later than 90 days after completion of military duty.
- Reinstatement applications shall be granted for a period of time not to exceed five years, in accordance with the cumulative service limit provisions of the USERRA.

Reemployment Rights

- For service of 1 to 90 days: (a) the person will be returned to a job they would have held had he or she remained continuously employed (possibly a promoted position), so long as the person is qualified for the job or can become qualified after reasonable efforts by the employer, or (b) if the person cannot become qualified, then in the position the person was employed in on the date of the commencement of the military service.
- Service of 91 or more days: (a) same as for service up to 90 days, or a position of like seniority, status and pay, so long as he or she is qualified, or (b) if the person cannot become qualified, in the position the person was employed on the date of the commencement of the military service or which nearly approximates that position.
- Reemployed service members are entitled to the seniority and all rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

Protection from Discharge

A reemployed employee may not be discharged without cause as follows:

- For one year after the date of reemployment if the person's period of military service was for more than six months (181 days or more).
- For six months after the date of reemployment if the person's period of military service was for 31 to 180 days.
- Persons who serve for 30 or fewer days are not protected from discharge without cause.

This policy and procedure are not intended to be all inclusive. If there exists any conflict between NMC policy/procedure and any Federal/State law or regulation, the law or regulation shall prevail. For more information regarding the Uniformed Service Employment and Reemployment Rights Act, please call (1-866) 487-2365, or access <http://www.dol.gov/vets>.

For the U.S. Department of Labor Publication on "your rights..." click here: http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf.

- ***Jury Duty and Court Service***

When an employee is called for jury service, the supervisor shall be given notice, and leave with pay will be granted in proportion to the scheduled working hours. Any juror's fees received by the employee shall be paid to the College, except for mileage allowance, unless the employee elects to take a vacation day that is approved by the supervisor.

When an employee is subpoenaed to serve as a witness in a court action involving the board or arising out of their employment, a leave of absence with pay will be given for the time required for such court appearance in proportion to the scheduled working hours.

Any witness fees resulting from court service shall be paid to the College minus legitimate documented expenses, unless the employee elects to take a vacation day that is approved by the supervisor.

- ***Adoption Benefits***

To provide assistance to all employees who are building families, NMC has developed a policy to provide eligible employees with adoption benefits. These benefits include financial assistance and adoption leave.

Eligibility

Eligible employees of NMC are eligible for adoption benefits based on their appointment percent after successfully completing at least one year of employment. If both adopting parents are NMC employees, only one employee can utilize the benefit. Adopted children to be considered for this benefit must be under 18 and may be biologically related to either parent.

Financial Reimbursement

Eligible adoption-related expenses may be reimbursed to a maximum of \$4,000 per child. Most expenses directly related to the adoption are reimbursable. These include: agency and placement fees, legal fees and court costs, medical expenses of the birth mother, medical expenses of the child prior to adoption, temporary foster care costs, immigration, immunization and translation fees, transportation and lodging expenses. The College retains complete discretion on a case-by-case basis concerning which expenses will be reimbursed.

Expenses not eligible might be voluntary donations or contributions and other costs the employee is not legally required to pay. Adoption benefit reimbursements are considered taxable income.

Procedure for Reimbursement

Upon legal custody or finalization of adoption, whichever occurs first, he or she should complete the Adoption Assistance Claim Form, which can be obtained from the Human Resources department. Itemized receipts for expenses incurred must be attached for documentation.

Adoption Leave of Absence

Leave may be available to employees who adopt. The adoption leave period will run concurrently with Family Medical Leave (FMLA) whenever an employee is eligible for FMLA. Refer to Policy D-722.00 and Procedure D-722.01 for FMLA eligibility. NMC recognizes that the adoption process may require time off from work for mandated home studies or travel to a foreign country. Employees should request FMLA leave 30 days in advance or as soon as practical, in accordance with Procedure D-722.01.

Accrued sick leave may be available in accordance with the Family Care Leave Policy. Refer to Policy D-723.00 for details.

Child care leave for a period up to 12 months may be granted to any regular full-time or part-time faculty or staff member on annual appointment for the purpose of providing care after the adoption of a child. Refer to Policy D-726.00 and Procedure D-726.01 for details and procedures.

Coordination with other Benefits

At the time of legal custody, an adopted child may be added to the employee's medical, dental, vision, flexible spending accounts, and optional life insurance policy, subject to the requirements of the carriers. Any additions to your benefits plan must occur within 31 days of court order. Contact Human Resources to request the changes and provide a copy of the adoption agreement in order to enroll.

- ***Michigan Public School Employees Retirement System (MPERS)***

Michigan law requires that every employee of a publicly supported community college be a member of the Michigan Public School Employees Retirement System, unless they are eligible to be a member of an optional retirement plan, as provided by law. Anyone who receives wages from Northwestern Michigan College (other than student employees) automatically belongs to the retirement system unless they have opted into the optional retirement plan.

- ***NMC Optional Retirement Plan***

The administration is authorized to develop, implement, and administer an optional retirement plan under the following parameters:

1. The plan shall comply with all legal requirements and Michigan Public School Employees Retirement System (MPERS) regulations.

2. The effective date shall be July 1, 1995.
3. The provider shall be Teachers Insurance & Annuity Association-College Retirement Equities Fund (TIAA-CREF).
4. The employee's contribution rate shall be equal to the MPSERS member investment plan (MIP) contribution rate, which is currently:

First \$5,000 of salary	3% of gross wages
\$5,001 through \$15,000	3.6% of gross wages
Over \$15,000	4.3% of gross wages

5. NMC's contribution rate shall be 11.5% of gross wages.
6. Vesting shall be full and immediate.
7. Cash withdrawals shall be allowed upon termination of employment.

- ***Workers Compensation***

Northwestern Michigan College (NMC) provides Workers' Compensation coverage for all employees, in accordance with State and Federal laws. Employees injured on the job must go to a facility designated by the employer for the first 28 days of medical care. All injuries on the job must be reported to the Office of Human Resources immediately for claim and billing coordination.

Any employee injured on the job must receive a signed authorization form from a supervisor or designee, or directly from Human Resources staff prior to seeking medical treatment unless it is a medical emergency.

While receiving workers' compensation payments, employees do not accrue sick or vacation time, and do not contribute into Michigan Public School Employee Retirement System (MPSERS). NMC is responsible for paying both the employer and employee portion of the MPSERS contributions while the employee is on paid workers compensation time. Employees are responsible for repaying NMC for their employee contributions to MPSERS. A repayment plan will be arranged with employees upon their return to work.

Workers' compensation leave shall run concurrently with Family Medical Leave in cases where the employee is eligible for Family Medical Leave. For more details on procedures related to workers' compensation, contact the Office of Human Resources.

APPENDIX C

Health and Dental Plan

Self Funded	HSA	Core PPO
Coinsurance (In/Out)	80%/60%	80%/60%
In-Net Deductible (single/family)	\$1,300/\$2,600	\$500/\$1,000
In-Net Coinsurance Max (single/family)	Not Applicable	\$1,500/\$3,000
True Out of Pocket Max	\$2,250/\$4,500	\$6,350/\$12,700
Primary Care Physician Copay	80% after ded.	\$20 copay
Inpatient Care	80% after ded.	80% after ded.
Emergency Room Copay	80% after ded.	\$150 copay
Prescription Drug Copays	\$10/\$40/\$80 after ded.	\$10/\$40/\$80
Contract Type	PD/12	PD/12
Specific	\$70,000	\$70,000
Spec Includes	Med/Rx	Med/Rx
Annual Aggregate Attachment Point – Single	\$11,107	\$11,107
Annual Aggregate Attachment Point – Family	\$11,107	\$11,107
Aggregate includes	Med/Rx	Med/Rx
HSA Contributions		
<i>5 Tier Contributions</i>		
Single	\$1,300	\$0
EE + Spouse	\$2,800	\$0
EE + Child	\$2,800	\$0
EE + Children	\$2,800	\$0
Family	\$2,800	\$0
Paycheck Contribution		
<i>5 Tier Rates (24 Pays)</i>	<i>Paycheck Contribution</i>	<i>Paycheck Contribution</i>
Single	\$55.93	\$73.50
EE + Spouse	\$116.31	\$154.36
EE + Child	\$85.15	\$102.91
EE + Children	\$107.41	\$139.67
Family	\$147.47	\$205.82

- Annual HSA seeding/contributions will be distributed as follows: 70% in January; 30% in July.

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