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

**Recognition**

Northwestern Michigan College recognizes the Michigan Education Association (“MEA”) as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all Faculty Academic Chairs (hereinafter referred to as “Faculty Chairs” or “Academic Chairs”), excluding all others.

**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:

- **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 the Faculty Chair 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 or Union’s 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 [MERC] or the Federal Mediation and Conciliation Service [FMCS]. 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 Chair 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 Chair Association representative present during any meeting which leads to disciplinary action.

Article VIII  
Faculty Chair Grading Rights

Faculty Chairs 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 Chair has been asked for relevant documents, the Faculty Chair 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 Chair’s digital files, hard copy files, or office space to obtain information relevant to a grading dispute, the Faculty Chair 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 Chair will be immediately notified. No decision shall be reached without participation of the affected Faculty Chair except in extenuating circumstances where the affected Faculty Chair 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 Chairs Emeritus Status

Faculty Chairs 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 Extended Educational Services (EES) tuition reimbursement according to College policies and protocols.

Article XV
Faculty Chairs Office Hours

Beginning with the first day of classes each semester, and ending with the final day of classes for each semester, Faculty Chairs 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 Chair Professional Development

1. Professional Development Program

The professional development program at NMC exists to support Faculty Chairs in their pursuit of excellence in scholarship, teaching and learning; to allow faculty chairs 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 Chairs and is open to all Faculty Chairs.

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 Faculty Chair Supervisor. 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 Chair'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 Chair’s approved development plan or is required by changes in qualification guidelines published by the accrediting body of the college.

ɡ. Retraining or updating a Faculty Chair’s area of knowledge or skill.

3. Professional Development Funds

Faculty Chairs 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 Chairs. Faculty Chairs 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 Chair is taking a full academic year or one-semester sabbatical, credit toward a subsequent sabbatical will begin accumulating when the Faculty Chair returns to normal duties.

a. In order to be eligible for sabbatical leave, the Faculty Chair must have accumulated 21 credits as faculty. Under special conditions related to the uniqueness and quality of a sabbatical opportunity, a Faculty Chair 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 Chair.

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 Chair 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 Academic Chair 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 Chairs within the scope of their employment (including during approved, paid sabbatical if expressly commissioned or directed by the College) or for which Faculty Chairs 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 Chair 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 Chair; 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.

B. A Faculty Chair 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 Chair may otherwise mutually agree to the management of all other intellectual property rights and residual rights.
Each Faculty Chair shall, as a condition of their continued employment, sign the Intellectual Property Assignment Agreement with the College located at Appendix A.

ARTICLE XXI
Academic Chair Responsibilities

• Provides leadership to the academic area; conducts area meetings; publishing meeting agendas and minutes.

• Promotes excellence in teaching and learning: manages the development, review, and revision of academic area programs/courses and encourages curriculum development and innovation; promote and evaluate assessment activities.

• Coordinates academic unit planning and implementation of strategic initiatives within the academic area to accomplish area and College goals.

• Monitors progress in attaining targeted learning goals, and facilitates the transformation of teaching/learning experiences of students to improve student performance on learning outcomes.

• Supervises regular, provisional, and adjunct faculty, and regular and supplemental staff in accordance with those NMC's policies, Michigan Education Association Faculty Chair Association Collective Bargaining Agreement, and applicable laws.

• Responsibilities include interviewing, hiring in accordance with College policies, and training employees; planning, assigning, and directing work; evaluating performance; recognizing employees; addressing performance problems or gaps including recommendations of discipline up to and including termination.

• Responsible for managing supervisees' College policy compliance related to learning, students, and the role of faculty and staff therein.

• Coordinates the academic unit's class scheduling and enrollment process, adding or deleting classes from the class schedule during registration as needed consistent with College guidelines.

• Manages the department's budget, ensures department budget planning and business plan development efficiently utilizes the financial resources of the department and the College and promotes innovation in the department and the college.

• Member of the Educational Services Management Team, and other leadership teams as assigned for the purpose of developing and executing operational plans that are aligned with and support the College's strategic plan.

• Facilitates the development of good relations between faculty, staff, and students of the academic area, and respond to concerns of students, faculty, staff, and other areas of the College as they relate to academic area functions.
• Represents the academic unit to the public and maintains positive relations with community and professional groups. Where applicable, develops relationships with university and secondary school partners, and employers; manages program advisory board communication and reporting requirements as necessary; supports internship development.

• Participates in mandatory College Supervisory training and engages in professional development for academic leadership included within an Academic Chair's annual plan. Participates in federal or state mandatory training for all staff and faculty; participates in FERPA training for faculty and staff; completes campus-security training; works collaboratively with vice president in choosing professional development for academic leadership. The professional development is then documented in the chair's annual plan and completed throughout the next academic year.

• Academic Chairs may provide both regular and annual anonymous feedback to the Vice President for Educational Services on his/her performance based on a mutual agreement between the Academic Chairs and Vice President for Educational Services regarding the procedure for that feedback.

ARTICLE XXII
Faculty Chair Selection and Terms

• Regular full-time faculty members in good standing (i.e. not on a Performance Improvement Plan) shall serve as Academic Chairs.

• Faculty Chairs are expected to serve for a minimum of four years. The first year represents provisional status. Upon successful completion, they will serve out the remaining years.

• Faculty chairs are not term-limited.

• Selection Process: When a vacancy occurs for the Chair position, the College will issue an internal posting for a replacement if the then-current structure is to be maintained. Regular full-time faculty members in good standing will apply through the College’s Human Resources process and be interviewed for the position. A search team will be created according to the current Human Resources procedures and will include faculty representation from the academic area where their Chair position is vacant. A second faculty member or Faculty Chair will also serve on the search committee. The Vice President for Educational Services will select the successful candidate. In the event there are no successful candidates, the College reserves the right to post the vacancy externally and/or reorganize the area to provide academic leadership.

ARTICLE XXIII
Right to Return to Faculty

An Academic Chair who is a regular faculty member in good standing upon completion of their service as Chair will retain the right to return to their previous faculty teaching position and will
retain all rights, privileges, and seniority he/she would have accrued had he/she been a regular faculty member for the time of his/her service as Chair.

ARTICLE XXIV
Faculty Chair Evaluation Process

Faculty Chairs will be evaluated on an annual basis. The annual process of evaluation will include NMC's established staff college-wide evaluation system (for example, the current system is the Silkroad evaluation system that all the Chairs are using). Any changed in the evaluation process described within will occur only through the MEA bargaining process. The Chair evaluation materials will include feedback from the academic unit. Such feedback will come from regular faculty and staff, and adjunct faculty members. The evaluation process will also include an annual assessment meeting with the appropriate vice president or designee. Areas for improvement noted through the evaluation process will be addressed by the Chair and the appropriate vice president and they will determine strategies for improvement. If these strategies do not meet with success, the Chair may be removed at the discretion of the vice president per the Association grievance procedure described in this document. In addition to being evaluated as an Academic Chair, the Chair’s performance as an instructor will be evaluated according to the NMC evaluation plan, as described in Article XXVIII.

ARTICLE XXV
Academic Year Contract

The two-semester faculty contract will continue for Faculty Chairs with the addition of a separate contract for summer responsibilities.

ARTICLE XXVI
Summer Contract

• A Faculty Chair or designee will serve as Summer Chair. In the case that the Faculty Chair needs a substitute for the summer duties, the Chair will consult with the Vice President for Educational Services in appointing a designee.

• Area summer workload will guide the determination of total hours necessary to effectively manage the Area. An estimate will be made by the Chair in consultation with the Vice President for Educational Services. Any difference between the estimate and final tally of work hours will be rectified at the conclusion of the summer.

• A summer contract for the area summer workload will be entered into based on the mutual agreement between the Faculty Chair or the chair’s designee and the Vice President for Educational Services. In the event, that an agreement is not reached, the Vice President for Educational Services will designate an acting Chair for the summer.

• Compensation will be based on the hourly rate of Grade 20 of the "Staff Salary Schedule." (See Appendix D). Chairs move one level on Grade 20 each year of service. A previous Chair returning to the position in later years will begin one level above his/her most recent level.
ARTICLE XXVII
Serving on Policy Council

A Faculty Chair chosen by the Faculty Chair Association will serve on Policy Council in order to enhance communication and awareness of policy proposals and policy revisions.

Article XXVIII
Faculty Chair Evaluation Plan

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

PART 1: PHILOSOPHY OF THE FACULTY CHAIR 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 CHAIR EVALUATION PLAN

A. Satisfactory Professional Standards (SPS) – This term describes the standards, in addition to Article XXIV, that each Faculty Chair at NMC must meet every year to maintain ongoing employment and advance on the Faculty Chair 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 Chairs 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 chair 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 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 Chair’s supervisor in advance (as part of the annual Faculty Chair 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 Chair’s supervisor in advance are required.

The College in collaboration with the Faculty Chairs 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 Chairs 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 Chairs and what specific activities are approved for Faculty Chairs 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 Chairs 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 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 Chairs have the right to travel and pursue non-college activities during non-teaching semester(s), besides duties noted in Article XXVI, Faculty Chairs also have responsibilities during their non-teaching semester(s). Faculty Chairs 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 Chairs 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 Chair 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 Chair 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 Chair 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. Performance and Professional Development Annual Plans - On an annual basis, the Faculty Chair must develop Performance and Professional Development Annual Plans, which are recorded on the Faculty Chair 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 Chair 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 Chair’s professional growth.

These plans are to be established collaboratively between the Faculty Chair and the Faculty Chair’s supervisor. The finalized plan requires approval by the Faculty Chair’s supervisor (the Vice President for Educational Services).

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

The Faculty Chair’s supervisor will assess whether the Faculty Chair’s performance meets successfully the SPSs and the other requirements of the FEP.

The College 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 Chair 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 Chair’s performance on a more frequent basis.
D. Faculty Observation Report - The Faculty Observation Report Form corresponds to a list of behaviors associated with instructional performance. Faculty Chair observations are to be conducted by the Faculty Chair’s 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 Chair’s supervisor or designee will follow established guidelines for the observation and will offer written feedback as well as engage the Faculty Chair 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 Chairs will offer their evaluators at least three different class periods from which the evaluator can choose to come and observe.

Faculty Chair classroom observations will be conducted as follows:

• A Faculty Chair will be observed at least once per academic year by the Faculty Chair’s supervisor or designated peer observers.

• At the discretion of the Faculty Chair’s 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 Chair’s supervisor.

• A Faculty Chair 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 Faculty Chair 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 Chair teaching in specific classes and reviewing the recordings with peers. Faculty Chairs teaching on-line or hybrid classes may include peers and/or Faculty Chair supervisors as guests in their MOODLE course shell(s). Faculty Chairs will analyze how feedback from class observations gives them perspective on the effectiveness of their teaching.

E. Student Evaluations of Instruction - Student Evaluations of Instruction are intended primarily for the individual Faculty Chair’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 Chair. A Faculty Chair 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 Chairs may also choose amongst a variety of additional forms of student feedback, including SGID, Faculty Chair designed forms or feedback prompts, or peer facilitated student feedback. Faculty Chairs will analyze student feedback to gain perspective on the effectiveness of their various teaching methods and strategies.
All Faculty Chairs will have all their classes evaluated by students every semester.

The College may consider negative student evaluations together with the additional forms of student feedback chosen by Faculty Chairs in evaluating Faculty Chair advancement on the Faculty Chair Salary Schedule. Copies of student evaluations, both the quantitative results, as well as the students’ written feedback, are shared each semester with the Faculty Chair’s supervisor.

F. 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 Chairs have responsibilities in their non-teaching semester beyond those delineated in this Agreement.

PART 3: ADVANCEMENT ON THE FACULTY CHAIR SALARY PLAN

Faculty Chairs must develop a Performance and Professional Development Annual Plan each year. It will be submitted for review and approval by their supervisor and filed in the Human Resources Office.

Upon completion of each year the Faculty Chair will submit the FPE Form to their supervisor. As part of the evaluation form, each Faculty Chair will provide a narrative summary of the past year. This summary serves to highlight the important contributions Faculty Chairs have made. It provides an opportunity for Faculty Chairs to reflect on their growth as a Faculty Chair 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 Chair Salary Plan.

The appropriate Faculty Chair Supervisor will determine if the Faculty Chair based on their annual FPE has successfully met the SPSs and the other requirements of this FEP for the concluding year. Faculty Chairs 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 CHAIR 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 Chair Association (FCA) will be provided with forms which will be used to implement the evaluation system one month after the effective date of this Agreement. The FCA 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 FCA may provide suggested changes for the College’s
consideration. The FCA will be provided with copies of the modified forms for information purposes and feedback prior to implementation.

PART 5: APPEALS PROCESS

Informal Appeals Process: In the event there is a disagreement between a Faculty Chair and the supervisor regarding the outcome of an evaluation, there will be a meeting of the Faculty Chair and the Faculty Chair Supervisor, FCA representative, and the Human Resources director to review the evaluation process in order to seek a common agreement about the outcome of the evaluation.

Satisfactory Professional Standards: If a Faculty Chair 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 Faculty Chair 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 Faculty Chair 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 6: HOLD HARMLESS

If a Faculty Chair 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 Chair’s control prior to February 1 of the evaluation year, the Faculty Chair shall notify the Faculty Chair’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 Chair’s supervisor may 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 Chair’s control occur after February 1 of the evaluation year that prevent a Faculty Chair from fulfilling requirements of the approved or modified plan, the Faculty Chair will not be held accountable for the requirements he or she was unable to fulfill.
Article XXIX
Faculty Chair Return to Faculty Unit

A. POLICY
The parties agree that if an Academic Chair is re-assigned to a non-Academic Chair position or if a faculty chair position is eliminated, the faculty member will revert to the Faculty bargaining unit, and be subject to the terms and conditions contained in that collective bargaining agreement.

Article XXX
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 Chairs.

Article XXXI
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 other applicable College policies 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 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 XXXII
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 Chair 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 XXXIII
Faculty Chair Salary Payment

Except in cases in which a Faculty Chair can demonstrate a substantial loss of MPSERS retirement income from receiving their remuneration in 26 pays, Faculty Chairs 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 Chair can demonstrate a substantial loss of MPSERS retirement income from receiving their remuneration in 26 pays, the Faculty Chair will receive their remuneration in 20 pays.

ARTICLE XXXIV
Faculty Chair Salary Schedule

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1. Faculty Chairs 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 based on Social Security COLA with a maximum of 1% increase, and become effective January 1, 2018.
4. Faculty Chairs 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 XXXV
Overload Compensation

1) Effective January 1, 2016, Faculty Chair 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 Chair 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 Chair Overload compensation will be paid at the 17th Step of the Adjunct Salary schedule, currently $890 per contact hour.

ARTICLE XXXVI
Faculty Chair Load

Faculty Chair Load Policy

It is the policy of Northwestern Michigan College that the normal full-time load for teaching Faculty Chairs is 30-32 contact hours of instruction per year for a two-semester Faculty Chair and 45-48 contact hours of instruction per year for a three-semester Faculty Chair (15-16 contacts per semester). For Faculty Chairs 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. For all other Faculty Chairs, 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 Chairs 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 Chairs. 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 Chairs.

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 1. Scope.
Faculty Chair 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 Chairs. 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 Chairs.

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 Faculty Chairs at all NMC campuses.

1. SCOPE
Changes to these procedures may be proposed by any Faculty Chair 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 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 teaching Faculty Chairs is 30-32 contact hours of instruction per year for a two-semester Faculty Chair and 45-48 contact hours of instruction per year for a three-semester Faculty Chair (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 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 Chair's salary.

3. ADDITIONAL RESPONSIBILITIES
In addition to regular instruction, teaching Faculty Chairs 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 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 Chair and approved by the Vice President for Educational Services. Changes or exceptions from previous years will be documented. Faculty Chair 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 Academic 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 Chairs with final approval of the Vice President for Educational Services. Instructors may be assigned to teach by Academic 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 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. Academic Chairs may consider preferred teaching schedules submitted by faculty within the Chair’s Academic Area.

7. LOAD DETERMINATION
All instruction including lecture, laboratory, recitation, studio, and clinical classes will be counted toward Faculty Chair 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
Flexible Learning Options (FLO) Courses
Faculty Chairs may request to develop and teach FLO courses by completing a FLO New Course/Training Request form. This request must 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 Chair.

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 Academic 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 3 contacts toward load for the year.
ARTICLE XXXVII
BENEFITS

Benefits for this unit will be the same as those currently set forth for Faculty Chairs in the NMC Board of Trustees and Staff Policies applicable to Faculty Chairs. This section summarizes the benefits available for Faculty Chairs. 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 (MPSERS) (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.
IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

NORTHWESTERN MICHIGAN COLLEGE

[NAME, TITLE]

3-21-2017

Date

NORTHWESTERN MICHIGAN COLLEGE FACULTY CHAIR ASSOCIATION

[NAME, TITLE]

3-21-2017

Date

MICHIGAN EDUCATION ASSOCIATION

[NAME, TITLE]

3-21-17

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 prorated 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 (MPSERS) 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 MPSERS 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.

- **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.

Childcare 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 (MPSERS)

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 (MPSERS) 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

<table>
<thead>
<tr>
<th>Health and Dental Plan</th>
<th>HSA</th>
<th>Core PPO</th>
</tr>
</thead>
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<tr>
<td><strong>Self-Funded</strong></td>
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<tr>
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### HSA Contributions

**5 Tier Contributions**

- Single: $1,300
- EE + Spouse: $2,800
- EE + Child: $2,800
- EE + Children: $2,800
- Family: $2,800

### Paycheck Contribution

**5 Tier Rates (24 Pays)**

- **Single**: $55.93
- **EE + Spouse**: $116.31
- **EE + Child**: $85.15
- **EE + Children**: $107.41
- **Family**: $147.47

### Paycheck Contribution

- **Paycheck Contribution**: $73.50
- **Paycheck Contribution**: $154.36
- **Paycheck Contribution**: $102.91
- **Paycheck Contribution**: $139.67
- **Paycheck Contribution**: $205.82

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- Annual HSA seeding/contributions will be distributed as follows: 70% in January; 30% in July.
### 2016 Staff Salary Schedule

<table>
<thead>
<tr>
<th>Grade</th>
<th>Level 1 ($)</th>
<th>Level 2 ($)</th>
<th>Level 3 ($)</th>
<th>Level 4 ($)</th>
<th>Level 5 ($)</th>
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### Percent of Target

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### 2016 Staff Hourly Rates

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