

**Northwestern Michigan College  
-and-**

**NMC Faculty Chairs Associations  
Collective Bargaining Agreement**

Effective  
August 1, 2022 through July 31, 2025



**Northwestern  
Michigan  
College**

# Contents

Recognition.....	5
Preamble.....	5
Article 1 – Check off .....	5
Article 2 – Rights of the College Board and College President.....	5
Article 3 – College Policies, Rules and Regulations Not Inconsistent With Agreement .....	6
Article 4 – Use of Facilities .....	6
Article 5 – Association Days .....	6
Article 6 – Academic Responsibility .....	6
Article 7 – Academic Freedom .....	7
Article 8 – Faculty Chair Grading Rights .....	7
Article 9 – Policy Council.....	8
Article 10 – NMC Board of Trustees Agenda.....	8
Article 11 – Selection of President and Chief Officers .....	8
Article 12 – Grievance and Arbitration Procedure.....	8
Article 13 – Association Committee .....	10
Article 14 – Information Requests .....	10
Article 15 – Faculty Chair Load .....	10
Article 16 – Faculty Chair Professional Development .....	14
Article 17 – Academic Year, Instructional Period and Academic Calendar.....	15
Article 18 - Holidays .....	15
Article 19 – Personall Business Leave.....	16
Article 20 – Sick Leave .....	16

Article 21 – Bereavement Leave Policy.....16

Article 22 – Jury Duty and Court Service .....17

Article 23 – Sabbatical Leave .....17

Article 24A – Faculty Chair Selection and Terms .....18

Article 24B – Faculty Chair Evaluation Plan .....19

Article 24C – Academic Chairs Responsibilities .....24

Article 24D – Right to Return to Faculty .....24

Article 25 – Intellectual Property Rights.....25

Article 26 – Personnel Files .....25

Article 27 – Rights of Due Process and Just Cause.....26

Article 28 - Layoff .....26

Article 29 – Faculty Chair Emeritus Status.....28

Article 30 – Faculty Chair Salary Payment .....28

Article 31 – Faculty Chair Salary Schedule .....28

Article 32 – Faculty Chair Summer Contract.....29

Article 33 – Overload and Advising Compensation.....29

Article 34 – Flexible Compensation Plan.....31

Article 35 – NMC Tuition Benefit Policy .....31

Article 36 – Health and Dental Insurance .....31

Article 37 – Life Insurance .....32

Article 38 – Long-term Disability Insurance.....32

Article 39 – Short-term Disability.....32

Article 40 – Family Care Leave .....36

Article 41 – Child Care Leave .....36

Article 42 – Adoption Benefits .....37

Article 43 – Michigan Public School Employees’ Retirement System (MPSERS).....37

Article 44 – Family Medical Leave .....38

Article 45 – Military Leave Policy and Procedures.....39

Article 46 – Workers Compensation.....42

Effect of Agreement .....42

Duration.....42

Appendix A .....43

Appendix B.....44

This agreement made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the NORTHWESTERN MICHIGAN FACULTY CHAIRS ASSOCIATION, MEA-NEA, hereinafter designated as the "Association" and NORTHWESTERN MICHIGAN COLLEGE, hereinafter designated as the "Employer," "College," or "NMC."

### **Recognition**

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

### **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 1**

#### **Check Off**

- A. 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 faculty chair 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 faculty chair or Association.
- B. A properly executed copy of the written checkoff authorization form for each faculty chair 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 faculty chair'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 faculty chair has sufficient net earnings to cover the dues. In the event a faculty chair 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 faculty chair 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 2**

#### **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 to 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 3**

#### **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 as it applies to bargaining unit members, 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 as applied to bargaining unit members, 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 faculty chair.

### **Article 4**

#### **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.
- D. The Association shall have the right to post notices of union business on NMC email and calendar/appointment to bargaining unit members.

### **Article 5**

#### **Association Days**

The Faculty Chair Association shall be granted a total of ten (10) 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 appropriate Vice President, in writing, a minimum of seven (7) working days in advance of the desired dates. Faculty chairs on paid Association Days will be responsible for making arrangements approved by the appropriate Vice President to cover their responsibilities at no additional cost to the College.

### **Article 6**

#### **Academic Responsibility**

Each bargaining unit faculty chair 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 7 Academic Freedom**

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

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

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

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

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

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

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

## **Article 8 Faculty 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 faculty cannot or does not respond after a reasonable period and 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.

The student complaint of unfair grading will be addressed through a series of informal conference(s) until the complaint is resolved. The order of the conferences is as follows: (1) the student and the faculty chair; (2) the student, the faculty chair, and the Department Head or Academic Chair; (3) the student, the faculty chair, and the Vice President for Student Services and Technologies. The conferences shall be held expeditiously.

If the complaint is not resolved in step 3 Northwestern Michigan College's policies regarding student complaints will govern the

remaining steps to a resolution.

**Article 9  
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 10  
NMC Board of Trustees Agenda**

The Faculty Council Chair, in conjunction with the Faculty Association, 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 Staff at least 14 days prior to the Board meeting, and any documents that the Faculty Association or Faculty Council would like to share with the Board need to be provided to the President's Chief of Staff 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 will not have a reserved place on the Agenda.

**Article 11  
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 12  
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. It is the intention of the parties involved to provide a peaceable and orderly procedure to resolve disagreements concerning the interpretation of the Agreement.
- C. 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.
- D. The Association shall use a mutually agreed upon grievance form to initiate grievances.
- E. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays and unscheduled closures.
- F. 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 faculty chair first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.
- G. The grievance can be moved directly to Step Two if it is shown that the grievance would affect the majority of the Association's membership. The appropriate Vice President and the Association must mutually agree that the grievance can be moved to Step Two. If there is not mutual agreement it must start at Step One.

- H. The Association may file a grievance on behalf of a provisional faculty chair. The termination of services or failure to reemploy any provisional faculty chair shall not be the basis for any grievance.

**Step One – Immediate Supervisor**

A faculty chair and/or the Association having a grievance shall discuss the matter, informally, with the immediate supervisor, with the faculty chair's Association representative present. If the grievance is not resolved orally, it may be moved to Step Two.

**Step Two – Vice President**

The Association may then submit the grievance, in writing, within ten (10) working days of the Step One meeting or decision whichever is later, to the appropriate Vice President for, 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 and Paragraph. The faculty chair may and the Association shall sign the grievance. The Association and the faculty chair, if the faculty chair so chooses, shall then, within ten (10) working days thereafter, meet with the appropriate Vice President and any other necessary individuals to discuss the grievance. The Vice President will respond in writing with the results of this meeting within ten (10) working days to the Association and Grievant.

**Step Three – Associate Vice President of Human Resources**

- A. If the grievance is not resolved at Step Two, the Association and/or the faculty chair (at the faculty chair's option) shall then, within ten (10) working days of either Step Two decision or the time period for issuing a Step Two decision has expired, meet with the Associate Vice President of Human Resources to discuss the grievance.
- B. If the grievant is not satisfied with the response given in Step Two, the grievant, who may be represented by the Association's Business Representative and a bargaining committee of not more than three (3) faculty chairs (see Article 13), who will also act as the Grievance Committee, may appeal the grievance to the Associate Vice President of Human Resources within five (5) working days of the Step Two response. The Association and the College shall each be limited to a maximum of four participants in this step, including the grievant and the Associate Vice President of Human Resources.
- C. The Associate Vice President 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 faculty chair.
- 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 faculty chair.
  2. The hearing shall be attended by the grievant, Management, Association Labor Relations Agent, and the Association Bargaining Committee.

**Step Four – Arbitration**

Only the Association may process a grievance to Step Four.

- A. Notice of intent to arbitrate will be sent to the Associate Vice President of Human Resources within 30 calendar days, excluding holidays, of either Step Three decision or the time period for issuing a Step Three decision has expired.
- 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. The parties agree that within ten (10) working days of written notice from the Association they will file to obtain a panel of five (5) names from the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. The selection of an impartial Arbitrator shall then be selected in accordance with the rules and regulations of MERC or FMCS. The arbitrator shall be based in Michigan.

D. 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 faculty chair.
4. He/she shall have the authority to determine if any discharge or discipline of a non-probationary faculty chair 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 a faculty chair which the faculty chair 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 13**  
**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 14**  
**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 15**  
**Faculty Load**

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

To the extent that the load provision listed here does not accommodate program changes deemed necessary by the administration, the

Associate Vice President of Human Resources and the Vice President for Educational Services will consult with the Faculty Association before implementing the necessary changes. All consultations in this article include the sharing of relevant information and discussion prior to making any changes.

### **Base Load**

Normal full-time load for regular teaching faculty, hereafter referred to as Faculty, is 30-32 contact hours of instruction per instructional period. Provisions may be made for those faculty who are unable to meet load during the instructional period to extend within the academic year with the approval of the appropriate vice president and documented in the Human Resources Office. See Load Banking section below.

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 addition to regular instruction, teaching faculty are also responsible for professional responsibilities in support of the College mission (service to College, students, and/or community) and professional development within the expectations of Article 24, Part 2, Professional Development.

### **Overload**

Overload (above normal full-time load) will be accumulated after the 32nd contact hour. 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.

Refer to Article 33 to calculate overload bonus payments for teaching courses in preferred formats.

### **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. Release time shall count towards faculty load.

Faculty performing instructional administration will receive a written contract stating the scope of their work and the terms of the compensation before their appointment begins. If the instructional administration work is ongoing, any changes to compensation (release time or stipend) will be approved by the appropriate vice president and the Associate Vice President of Human Resources on an annual basis, in conjunction with the budgeting process.

### **Class Size**

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

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

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

### **Teaching Schedules**

Class schedules will be developed to meet the needs of students and will be established by the Academic Area Chairs with final approval of the Vice President for Educational Services.

Instructors may be assigned to teach by Academic Area Chairs at any time within the normal class hours of 7:00 a.m. and 9:00 p.m. Academic area needs outside this range will be approved by the Academic Chair. Consideration shall be given to the allowance of a twelve-hour interval between the end of one day's scheduled class time and the beginning of the next. Academic Area Chairs and the Vice President for Educational Services will attempt to balance schedules among faculty within the Academic Area by taking into account such factors as number of preparations, new preparations, writing-intensive courses, and early morning or evening assignments. Faculty will be provided an opportunity to submit preferred teaching schedules to the appropriate Academic Area Chair.

### **Load Determination**

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

### **Load Banking**

Regular and provisional faculty who anticipate they will be unable to make load during the instructional period, or who face other special circumstances, may use three semesters in an academic year to count load upon recommendation of the Academic chair or Director and approval of the Vice President of Educational Services. Load banking agreements will be documented in writing and will be forwarded to the Human Resources Department, Load Banking agreements are subject to the following terms and conditions:

1. Faculty who teach non-required, lower-enrolled courses in Summer (i.e., below 80 percent) will be paid for their work at the overload rate, as provided in the collective bargaining agreement (See Article 33 of the CBA).
2. Faculty who teach in the Summer period may bank the Summer credit hours (meaning they will not be paid during the summer) to be used towards counting load during the subsequent instructional period, provided that the course enrollment is at least 80 percent or the course fulfills a Summer program requirement.
3. Faculty who do not bank Summer credit hours, as described above, will be paid for their Summer work at the overload rate, as provided in the collective bargaining agreement (See Article 33). A faculty chair who is paid overload for a Summer class and subsequently loses load during the subsequent instructional period will be required to repay the overload pay from Summer. Each such faculty chair shall provide written consent for the College to deduct the amount(s) owed under this provision from their paychecks on a prorated basis through August 1.
4. If a faculty chair banks summer hours but does not make load in in the subsequent fall or spring semesters, Academic Chairs and Directors will count a faculty chair's summer banked courses as part of their load for the instructional period, if necessary, to assure full load for the individual faculty chair and/or for other regular and provisional faculty in the area. Load will be determined on an area-wide basis determined by the Academic Chairs, with approval of the appropriate vice president. This includes the Academic Chair's ability to use a faculty chair's summer banked load to meet the same faculty chair's regular load.
5. In the event that a regular or provisional faculty chair meets load in both fall and spring semesters and banked credits from the previous Summer, that same Faculty chair will be paid the full overload for the Summer credits. For example, if a faculty chair has 28 contact hours during the fall and spring and teaches a 3 credit course in the summer, then the faculty chair will earn 1 credit of overload for the year. Overload will be paid during spring semester.
6. Faculty who bank Summer credits and leave the college without being compensated for this work will be paid for their

summer work, e.g. if a faculty chair banked four credits over the Summer period, taught 16 credits in fall, and left the college before Spring semester, they would be paid four (4) hours of overload for their previous Summer work.

7. With the approval of the Vice President of Educational Services, faculty who do not make load for the instructional period may use courses taught in the following Summer towards their load for the previous instructional period, provided that:
  - a. the course enrollment is at least 80 percent; or
  - b. the course fulfills a program requirement.

### **Load Exceptions and Additions**

#### **Aviation**

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

#### **Clinical Nursing**

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

#### **Surgical Technology**

The Surgical Technology instructor is a regular full-time faculty position required to teach three semesters (Fall, Spring and Summer), with 16 contact hours per semester as the base assignment.

- Four contacts per semester will be dedicated to the Program Coordinator role, which are included in the 16 base contact hours listed above.
- The Surgical Technology instructor will be compensated at the standard faculty overload rate for the 16 hours in the Summer semester.
- The Surgical Technology instructor will also be paid overload for contact hour load in excess of 48 contacts for the three semesters.
- The Surgical Technology instructor will be compensated as follows:
  - Faculty Salary Schedule for Fall and Spring semesters
  - Overload for Summer semester
- Full compensation (Fall and Spring plus Summer overload) will be paid over 26 bi-weekly payments.

#### **Linked and Co-taught 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 and be approved by the appropriate academic chair. Co-taught courses have two instructors for the same class. The instructors in co-taught courses will share the contact hours for the class in proportion to the amount of the course they teach. The total number of contact hours for the instructors will not exceed the contact hours of the course. The assignment of co-taught courses needs to be approved by the appropriate chair(s).

#### **Non-Credit Instruction**

Non-credit instruction (including Extended Educational Services and Training 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.

### **Supervision of Internships**

Supervision of internship, practicum, or work experience programs will be factored at five students to one contact, for the purposes of defining load. Students above or below a multiple of five will be rounded to the nearest whole contact hour. For example, if the student number is 18 for these courses, the instructor will receive four contacts toward load for the year. In calculating the number of preparations, internships will not be included.

### **Independent Study**

Directing independent study courses for students does not count towards load; faculty are paid a stipend for this work. See Article 33.

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

## **Article 16 Faculty Chair Professional Development**

### **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.

### **Professional Development Projects**

A variety of projects can come under the heading of professional development activities, and judgments about the appropriateness of projects are made in consultation with the relevant Academic Chairs. Projects supporting the strategic directions of the College, department, or academic area will receive priority consideration.

Professional development activities may only be approved as funds are available and budgeted for this purpose.

Approved professional development activities will include those projects that are a part of the faculty 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.
- G. Retraining or updating a faculty chair's area of knowledge or skill.

### **Professional Development Funds**

Faculty can access professional development funds through the Center for Instructional Excellence (CIE) and by following the

college's established procedures. Librarians can access departmental professional development funds following the college's established procedures. Reimbursement for these activities will follow the established college guidelines.

## **Article 17**

### **Academic Year, Instructional Period and Academic Calendar**

**Academic Year** – For purposes of this Collective Bargaining Agreement, “academic year” means the 12-month period starting June 1st. This definition does not imply that faculty have responsibilities in their non-teaching semester beyond those delineated in this Agreement.

**Instructional Period** – For purposes of this Collective Bargaining Agreement, “instructional period” means the Monday preceding the first day of classes for fall semester and ending the Friday following the last day of classes in the spring semester.

Faculty will participate in the following non-instructional events during the Academic Year:

- Professional development meeting day (weekday)
- General Education outcome assessment day (weekday)
- Advising/registration day
- Grade reporting day (weekday)
- Commencement
- The Wednesday before Thanksgiving is an optional instructional day. Faculty will have the option to hold classes, office hours, or attend meetings at the faculty chair's discretion.

Non-instructional events will be held 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.

Outside of the Instructional Period, faculty are required to

- Develop curriculum for their courses in preparation for the coming academic year.
- Monitor and respond to college communications in a timely manner.
- Attend new employee orientation sessions if they are newly hired.
- Complete the Faculty Annual Assessment if it has not been completed before the end of the Instructional Period.
- Make a reasonable effort to participate in college and committee meetings
- Be available to meet with advisees as needed

Outside of the Instructional Period, faculty will engage in following paid work as required or agreed upon:

- Paid advising as assigned by chair at new-student orientation sessions.
- Paid work on college projects that has been assigned and agreed to by the faculty and appropriate Vice President.
- Paid program administration work that has been agreed to by the faculty, chair and appropriate Vice President.
- Faculty have the option to teach courses at overload rate.

The Academic Calendar sets the dates for the start of classes and holidays within the Instructional Period and for summer sessions. 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 18**

### **Holidays**

Spring holiday (scheduled on Friday of Spring Break)

Memorial Day

Independence Day (scheduled on the federally observed day)

Labor Day

Thanksgiving Day

Thanksgiving Friday

In addition, the College shall be closed each year from December 24 through January 1.

Faculty Chairs will receive holidays off with pay.

**Article 19**  
**Personal Business Leave**

All regular full and part-time faculty chairs may use up to two sick days per year to take care of personal business which cannot be handled outside of normal working hours.

**Article 20**  
**Sick Leave**

**Sick Leave Policy**

Full-time faculty chairs shall earn sick leave at a rate of 12 days per year of the contract, starting with the date of hire, accrued at a rate of 3.69 hours sick leave per pay over 26 pays. Accumulation of sick leave is limited to three times the annual accrual, or 36 working days.

Regular, part time faculty chairs shall earn sick days on a prorated basis, which may be accumulated to three times the annual accrual for the FTE percentage in the part-time appointment.

**Procedure**

Eligible faculty chairs may use accumulated sick leave for periods of illness. Faculty chairs on extended periods of illness may request short term disability (“Wage Continuation”) if they qualify for this benefit (Article 39) Short term disability shall run concurrently with Family Medical Leave (Article 44) in cases where the faculty chair 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 Article 40 and for Personal Business Leave in accordance with Article 19. The use of sick leave must be approved by the supervisor and reported to Human Resources using the appropriate form or online time reporting tool.

Childcare leave for a period up to 12 months may be granted to any regular full time or part time faculty chair for providing care after the adoption of a child.

**Coordination with Other Benefits**

At the time of legal custody, an adopted child may be added to the faculty chair’s medical, dental, vision, flexible spending accounts, and optional life insurance policy, subject to the requirements of the carriers. Any additions to the faculty chair’s benefits plan must occur within 31 days of court order.

**Article 21**  
**Bereavement Leave Policy**

In the unfortunate event of a death in the family, a leave of absence with pay will be granted for bereavement. Faculty chairs 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.

### **Bereavement Leave Procedure**

Faculty chairs 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 faculty chair 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 faculty chair is similar to any of the above relationships.

Notice of taking Bereavement Leave shall be provided to the immediate supervisor. 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 faculty chair 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.

### **Article 22 Jury Duty and Court Service**

When a faculty chair 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 faculty chair shall be paid to the College, except for mileage allowance, unless the faculty chair elects to take a personal day that is approved by the supervisor.

When a faculty chair is subpoenaed to serve as a witness in a court action involving the board or arising out of his/her 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 faculty chair elects to take a personal day that is approved by the supervisor.

### **Article 23 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. Any semester in which a faculty chair was placed on a PIP would not be counted towards the 21 credits. 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 faculty chair'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. Faculty chairs on leave may attend sabbatical-related conferences and other professional development opportunities with the approval of their chair or director and the Vice President of Educational Services. Proposed professional development expenses must be submitted with the sabbatical leave application.

#### **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 appropriate Vice President and the Center for Instructional Excellence (CIE) within 60 days after returning to normal assignments.

### **Article 24A**

#### **Faculty Chair Selection and Terms**

Regular full time faculty chairs in good stand (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 will represent the provisional period for a new Academic Chair. After the first year, the vice president may determine or the Faculty Chair may choose to return the Academic Chair to faculty status. After the first year, based on satisfactory performance, there is an expectation the Chair will service a minimum of three more years. At the conclusion of four years, the Vice President will determine if it is in the best interest of the college to have the Faculty Chair continue for another four years or return to regular faculty status. At the conclusion of the subsequent four-year terms, the Vice President will again determine if it is in the best interest of the college to have the Faculty Chair continue for another four year term of service. At the end of each of the terms, the Vice President will determine in consultation with the academic area and the Faculty Chair, whether the Faculty Chair will serve an additional four year term.

Faculty Chairs are not term limited.

When a vacancy occurs for a Chair position, the Vice President for Educational Services will inform the academic area of the need for a replacement if the then-current structure is to be maintained. Regular full time faculty chairs in good standing from the affected area will submit an email to the Vice President for Educational Services expressing interest in the chair position. The Vice President for Educational Services will create a search team that includes a faculty member from the affected academic area and a Faculty Chair. 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 external to the area, external to the college and/or reorganize the area to provide

academic leadership.

## **Article 24B Faculty Chairs Evaluation Plan**

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

### **PART 1: Philosophy of the Faculty Evaluation**

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 learning as the foundation of all we strive to achieve, and excellence in our commitment to the highest standards of quality and service.

The Faculty Evaluation Plan is divided into three main parts. The first part is the Annual Plan that involves the annual planning of provisional and regular faculty. The elements of the Annual Plan involve goal setting for the academic year. The second part of the Faculty Evaluation Plan describes the types of feedbacks provided to the faculty chair for use in developing their annual report. The third part of the Faculty Evaluation Plan is the Annual Review that comprises the faculty chair's annual report, the supervisor's review of that report and the verification of the satisfactory completion of the list of general faculty responsibilities.

### **PART 2: Annual Plan**

**Annual Plan** - On an annual basis, the faculty chair must develop an Annual Plan, which is recorded in the college's performance electronic system. The Annual Plan is used to meet the requirements of the FEP to maintain employment, achieve regular status, and advance on the Faculty Salary Schedule. The plan should also have clearly defined outcomes and meet an identified need of the department, program, College, or individual faculty chair's professional growth. This plan is to be established collaboratively between the faculty chair and the Vice President for Educational Services. The finalized plan requires approval by the Vice President for Educational Services.

Faculty will develop a minimum of six goals divided across in three main categories: Helping Students Learn, Professional Development, and Supporting College and Community Initiatives. Each of these categories are described below. Faculty will set a minimum of one goal in each category.

In addition to goal setting, the plan will also include the methods by which they faculty chair receive feedback on their instruction. For provisional faculty it includes classroom observations and peer feedback and for regular faculty it includes peer feedback. These methods should be established at the time of goal setting.

#### Helping Students Learn:

Goals in this category should involve improving student performance. Faculty should identify goals based on assessment results and student feedback. Goals should explain actions to improve student performance, such as changes to the curriculum, assessment, the class learning culture, instruction, and activities.

#### Professional Development:

Faculty will develop goal(s) in this category by one of more of the following:

- Professional reading and research in subject area(s) of instruction and area of teaching and learning in the classroom.
- Conference attendance and/or presentations; workshop or coursework completion.
- Training in subject area(s) of instruction and area of teaching and learning in the classroom.
- Recertification in subject area(s) of instruction and area(s) of teaching and learning in the classroom.

- Additional forms of professional development relevant to the subject area(s) of instruction.

#### Support of College and Community Initiatives:

Faculty are expected to participate in service each year, including active committee work and college and community volunteerism. Examples include but are not limited to conducting research for the college or department, chairing a committee, preparing and presenting in-house professional development, mentoring new faculty, developing an Open Educational Resources curriculum, serving on the board of a professional organization, or community volunteerism.

In setting these six goals, faculty should have at least one of the goals lead to a substantial project 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. Faculty should plan on devoting between 20% to 30% of their time during the academic year to their professional development and support of college and community initiatives goals and activities. For goals and projects that require greater time than one year, the supervisor may permit regular faculty to set goal completion up to two years in length.

Important Note Regarding Release Time and Equated Overload: Faculty may use activities compensated for equated overload or release time toward their goals.

### **PART 3: Elements of Feedback for Faculty Chairs**

Each of these elements provide feedback for faculty as they develop their annual report.

#### **A. Peer Feedback of Instruction**

All faculty chairs will receive peer feedback on two elements of instruction each year, feedback that the faculty chair will discuss in their annual report. With the approval of their supervisor, faculty chairs will choose two of the options listed below:

- A classroom observation by the appropriate supervisor or a designated peer.
- An observation of an online course with the peer reviewer added as a guest in a Moodle shell.
- A small Group Individual Diagnosis (SGID) conducted by the Center for Instructional Excellence in consultation with the faculty supervisor.
- A peer review of a particular assignment or other instructional artifact, such as an assessment, outcomes, class policies, or instructional videos. Reviews may be conducted by faculty in different departments.
- Participation in a departmental assessment or curriculum review, such as the Capstone review in Communications.
- Participation in the Online Course Review Cohort; the online peer review evaluation; ELI Fellows; or the Teaching Fellows program.

#### **B. Student Feedback of Instruction**

Student Feedback of Instruction is intended primarily for the individual faculty chair's usage to improve quality of instruction and the teaching/learning process. The NMC Course Student Feedback Form via Evaluation Kit or similar software is designed to provide constructive feedback to the faculty chair.

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

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

Students will be given the opportunity to provide feedback in all their classes every semester. Students in classes taught by provisional instructors will provide feedback twice a semester, once at the midpoint of the semester and once towards the end of the semester.

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

#### **PART 4: Annual Review**

**Annual Report:** After the conclusion of the second teaching semester and after grades are submitted, the faculty chair will submit the Annual Report based on their annual plan to their supervisor for feedback and approval. The report documents a faculty chair having met the requirements in the Faculty Evaluation Plan. It is also used to summarize the provisional faculty chair's progress and achievements toward regular status and the regular faculty chair's advancement on the Faculty Salary Schedule. It includes the faculty chair's documentation and assessment of his/her achievement of the stated annual plan. In addition, faculty will prepare an Academic Year Summary that includes the following:

- A summary of their activities and accomplishments over the past year beyond goals set in the annual plan.
- A list of key contributions to the college and the community.
- A description of and reflection on the observation report.
- A description of and reflection on peer feedback.
- A description of and reflection on student feedback.

The Academic Year Summary shall be recorded in the college's electronic performance system and filed with the Human Resources office.

**Supervisor Feedback:** The annual report will receive the faculty supervisor's comments and signature. The faculty supervisor will assess whether the faculty chair's performance satisfactorily meets the Faculty Evaluation Plan and will verify the satisfactory completion of the faculty's general responsibilities.

The following is the list of faculty general responsibilities that will be checked during the annual review:

- Attend and comply with all HR required Faculty chair Training.
- Report grades by college deadlines.
- Keep accurate student academic records.
- Hold a minimum of five scheduled office hours per week for full time faculty and 2.5 hours a week for part-time faculty when classes are in session.
- Meet classes during the time scheduled and for the appropriate length of time.
- Attend Commencement.
- Attend Opening Conferences and other NMC employee meetings.
- Attend the three NMC Professional Development Days per academic year.
- 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 including, but not limited to Academic Chairs, Department Heads, committee chairs, and the Records Office 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.
- Serve as a Faculty Advisor.
- Assess student learning outcomes and make improvements based on the assessment results
- Develop and distribute course syllabi for each course taught to each student that follows the approved course syllabus criteria

template.

- Develop and maintain course outlines which are reviewed and approved annually by the faculty supervisor or her/his designee.
- Timely completion of all Teaching Observations (see earlier explanations of requirements).
- Provide class time for the college's student feedback forms via Evaluation Kit or similar software forms if necessary to meet the college's student response rate standard.

#### **Non-Teaching Semester Responsibilities**

- Complete college reporting requirements that are due after the conclusion of the instructional period.
- 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.

The supervisor will submit the completed feedback of the annual report and verification of the general responsibilities with a recommendation on satisfactory performance to the appropriate Vice President or her/his designee for approval.

The Administration in collaboration with the academic chairs will provide a calendar with due dates for the elements of the evaluation system and publish them to faculty no later than each June 30 for each subsequent fiscal year. If the calendar changes more than two days, the Faculty Association will be consulted for feedback on the changes.

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

Academic Year – For purposes of this Collective Bargaining Agreement “academic year” means the 12-month period starting on June 1st. This definition may not be interpreted to infer that faculty have responsibilities outside of the instructional period beyond those delineated in this Agreement.

#### **PART 5: Process for Addressing Unsatisfactory Performance**

Failure to meet the requirements of the Faculty Evaluation Plan 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. The recordable action taken will be proportionate to the faculty chair's failure to meet the requirements of the Faculty Evaluation Plan.

In the event that a faculty chair receives an unsatisfactory performance evaluation and is placed on a PIP at the conclusion of the academic year, they have the next academic year in which to show improvement. If the faculty chair receives an unsatisfactory evaluation by the end of the next academic year, they will not be eligible for the upcoming salary increase, and further action could be taken, including dismissal.

#### **PART 6: Regular Status Faculty Chair Advancement on the Faculty Salary Schedule**

The Vice President for Educational Services will determine if the faculty chair, based on their annual plan, has successfully met the requirements of the Faculty Evaluation Plan for the concluding year. Regular faculty chairs must successfully meet the requirements of the Faculty Evaluation Plan to be eligible for salary increases as identified in the Collective Bargaining Agreement.

Regular faculty chairs must successfully meet the requirements of the Faculty Evaluation Plan to be eligible for salary changes as identified in the Collective Bargaining Agreement.

## **PART 7: Administration and Assessment of the Faculty Evaluation Plan**

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

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

## **PART 8: Appeals Process**

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

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

**General Faculty Responsibilities:** If a regular status faculty chair is terminated for failing to meet General Faculty Responsibilities, the termination decision may be appealed through the Grievance Procedures.

**Placement on a Performance Improvement Plan:** If a regular status 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 regular status faculty chair is terminated for failing to meet the requirements of the Faculty Evaluation Plan, disagreement with evaluations or results of evaluations may not form the basis of a grievance, unless the evaluation is arbitrary and capricious.

### **General Faculty Chair Responsibilities:**

If a faculty chair is terminated for failing to meet General Faculty Chair Responsibilities, 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 chair'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 the requirements of the Faculty Evaluation Plan, disagreement with evaluations or results of evaluations may not form the basis of a grievance, unless the evaluation is arbitrary and capricious.

## **PART 9: Hold Harmless**

If a faculty chair knows or should know about obstacles that will prevent fulfillment of any requirements of an approved Annual Plan including a PIP due to unforeseen circumstances beyond that faculty chair's control prior to February 1, 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 supervisor may, after consultation with the appropriate Vice President, approve the plan as amended and accept documentation showing that the plan, as amended, has been accomplished to the fullest extent possible given the time remaining after modification.

If unforeseen circumstances beyond the faculty 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 24C**

#### **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 24D**

#### **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 25**  
**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 s 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 the 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. The College will notify a faculty chair in writing that a course or material is considered a joint-work under this subsection at least 10 business days prior to the start of the course or prior to the expected start of the development of the material, as may be applicable; otherwise, such course or material will not be considered a joint-work for purposes of this provision.
- B. A faculty chair who authors or creates paintings, drawings, digital art, sculptures, cartoons, musical compositions and performance, poetry, dramatic compositions and performance, fiction, and other similar works of artistic expression, retains ownership of such works of artistic expression, unless: (i) such work is expressly commissioned by the College; (ii) such work is developed, derived, or created using significant College resources that are not made available to the general public (e.g., computers in the public library); or (iii) such work includes the name or insignia of the College as an endorsement, enhancement, or sanction of or for the work.
- C. 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.
- D. The College and a 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. Those faculty chairs who have already signed the Intellectual Property Assignment Agreement need not sign another.

**Article 26**  
**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 27

### Rights of Due Process and Just Cause

Disciplinary action will not be taken against any faculty chair without due process and just cause. The specific grounds forming the basis for disciplinary action will be made available to the faculty chair and the Faculty Association in writing.

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

- A. verbal warning
- B. written warning
- C. suspension
- D. dismissal

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

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

## Article 28

### Layoff

#### A. Policy

The President of the College will be responsible for the determination of the need for retrenchment or restructuring. The President and/or his designee shall determine the classifications and positions that are to be included in the retrenchment or restructuring. In accordance with and after following the procedure set forth below in paragraph B.

#### B. Procedure

1. Discussion regarding potential alternatives to reductions of members of the Faculty Association bargaining unit.

When the college determines it may be necessary to decrease the size of the instructional staff within the Association bargaining unit due to overstaffing and/or adverse financial conditions, the College President shall meet and consult with the President of the Faculty Association. Affected departments or instructional areas shall have an opportunity to make recommendations and present alternatives to staff reductions to the College President or his/her designee.

2. Notice of Retrenchment

Before any layoff, reduction, or reassignment is initiated under this policy, the Association will be given a 60 calendar-day notice of such anticipated action. If it is necessary to undertake retrenchment at Northwestern Michigan College, the Associate Vice President of Human Resources will provide notice of retrenchment to those faculty chairs who are in positions being considered for retrenchment. Retrenchment can result in one of three actions. The faculty chair may be reassigned, laid off, or receive a reduction of College assignments. The President must approve any retrenchment actions.

- a. Retrenchment Within an Instructional Area

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

- b. College-wide Retrenchment

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

- c. Notice

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

3. Faculty Reassignment to Other Positions Within NMC

- a. Upon notification of retrenchment, the Associate Vice President of Human Resources will discuss options and procedures to be pursued in receiving consideration for continued employment within the institution with the affected faculty chair, the appropriate Vice President, and the faculty chair's immediate supervisor.
  - b. Upon notification by the Associate Vice President of Human Resources that retrenchment will be necessary, the affected faculty chair will generate a current vita and a letter outlining his or her perceptions of instructional and/or administrative strengths and specifically express interest in those areas in which he or she feels most qualified to work.
    - i. Options for reassignment will be pursued in the following order: Instructional opportunities and needs within the instructional area (liberal or occupational studies) of current employment.
    - ii. Instructional opportunities and needs not in the current instructional area of employment (liberal or occupational studies).
  - c. If the corresponding vice presidents believe it appropriate to transfer the faculty member faculty chair to a new area, the vice presidents will recommend the reassignment to the President for approval. If the President approves the reassignment, the faculty member will be placed on probation and subject to the same evaluation procedures, support, and guidance as all other probationary faculty. The probationary period shall be based on the faculty evaluation plan in effect at that time.
4. Criteria for Selecting Faculty chairs and Bumping Rights
- a. The criteria for selecting faculty chairs s to be reassigned, laid off, or have reduced College assignments shall be as follows: the faculty chair's ability and qualifications to contribute to new or restructured programs within the instructional area or other areas (as evidenced by such things as prior experience, recency of experience, education, and/or certifications relevant to the area of reassignment); and whether the faculty chair has received discipline within the past 12 months. If all such criteria are equal, any layoff, reassignment, or reduction of College Assignments shall be done based on length of service in the annually appointed position, such that the faculty chair with the shortest length of service shall be subject to retrenchment, unless a faculty chair with a greater length of service in that instructional area volunteers to accept that retrenchment.
  - b. Any faculty chair laid-off, reassigned, or having College assignments reduced shall have the option of displacing any adjunct faculty chair from their positions provided the faculty chair is qualified for the position, without trial or training, while preserving their recall rights.
  - c. Faculty chairs are not entitled to bump or displace other faculty and staff members of the college.

5. Notice of Layoff

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

a. Retrenchment Within an Instructional Area

Final notice of layoff will be given no less than 60 calendar days prior to the date of layoff. The final work schedule will be determined by the supervisor, the faculty chair, and the executive officer.

b. College-wide Retrenchment

Final notice of layoff will be given as soon as is practicable.

6. Layoff Benefits

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

- a. Will continue to receive health and dental coverage in which they are enrolled at the time of layoff, as provided by the College under the current benefit guidelines, for three full calendar months after the last day of employment;
- b. Will be given information regarding medical and dental continuation coverage;
- c. Will be given continuation of tuition benefits for courses delivered by NMC for themselves and any current eligible dependents for one year from the last date of employment;
- d. Will be given information regarding available outplacement services;
- e. For a period of three years, will be given first consideration for any position vacancies within the College for which they

- may qualify and apply (although first consideration does not guarantee employment when a vacancy occurs); and
- f. Will have reinstated all length of service credit as of the date of layoff, if rehired.
- g. Will be compensated for the balance of their vacation days (applicable to librarians only).

**Article 29  
Faculty Chair Emeritus Status**

Faculty chairs who retire or leave 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 chairs: access to the NMC library, access to NMC functions, and the waiver of academic and Extended Educational Services (EES) tuition according to College policies and procedures.

**Article 30  
Faculty Chair Salary Payment**

Faculty chairs will be paid every two weeks of the calendar year for a total 26 pays spread evenly throughout the entire year.

**Article 31  
Faculty Chair Salary**

STEP	2021-2022	2022-2023	2023-2024	2024-2025
15	\$93,638	\$98,331	\$100,297	\$102,303
14	\$90,289	\$94,808	\$96,704	\$98,638
13	\$87,055	\$91,411	\$93,239	\$95,104
12	\$83,935	\$88,135	\$89,898	\$91,696
11	\$80,929	\$84,978	\$86,677	\$88,411
10	\$78,029	\$81,933	\$83,571	\$85,243
9	\$75,233	\$78,997	\$80,577	\$82,189
8	\$72,537	\$76,167	\$77,690	\$79,244
7	\$69,938	\$73,438	\$74,906	\$76,405
6	\$67,432	\$70,806	\$72,222	\$73,667
5	\$65,019	\$68,269	\$69,635	\$71,027
4	\$62,687	\$65,823	\$67,140	\$68,483
3	\$60,441	\$63,465	\$64,734	\$66,029
2	\$58,277	\$61,191	\$62,415	\$63,663
1	\$56,189	\$58,998	\$60,178	\$61,382
	CURRENT	5.0%	2%	2%

Step increase at the rate of the 14th root of 5/3; to preserve equity.

Faculty will advance 1 step on the scale each academic year, beginning 1 August, to a maximum of Step 15.

**Librarians will increase one step on the scale each academic year, beginning 1 August, to a maximum of Step 9.**

**Article 32  
Faculty Chair – 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.

The Chair will submit their summer workload hours via the college's current software application. 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." Chairs move one level on Grade 20 each year of services. A previous Chair returning to the position in later years will begin one level above his/her most recent level.

**Article 33  
Overload and Advising Compensation**

**Definition:** Overload (above normal full-time load) will be accumulated after the 32nd contact hour. 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.

Overload Rate: The Overload rate will be equal to the top step of the Adjunct Faculty Salary Schedule.

**Bonus Payment for the Number of Preparations**

Faculty chairs who teach six preparations during the instructional period will receive one credit of overload pay in addition to other qualifying overload compensation. Faculty chairs who have eight or more preparations will receive two credits of overload pay in addition to other qualifying overload compensation. For those faculty chairs who have received release for college assignments, each course that they receive release for will be counted as a separate preparation. In calculating the number of preparations, internships will not be included.

To calculate the number of preparations, two criteria will be considered each semester: (1) distinct catalog course number and (2) preferred formats as identified below. The number of preparations for the instructional period is the sum of the preparations from each semester. There are two rounds to establish a prep count. First, count distinct course numbers, including labs and developmental courses. Second, count the preferred formats (see below) for each section of each course. See example in Appendix B.

Preferred Formats to be considered as a distinct course preparation are:

- Online
- Hybrid (any combination of synchronous and asynchronous instruction)
- Livestream
- Hy-flex (offering different/optional delivery formats to students in the same course section at the same time)
- Accelerated format
- Immersive Experiential requiring on-going partnerships
- Off campus
- Flipped Courses

Preferred formats will be counted as distinct preparations only for the duration of the current strategic plan (Fall Semester 2022 – Spring Semester 2025).

### **Course Development and Training**

The following training and curriculum development work will be compensated as explained below:

- Instructors may request to develop and teach online and hybrid courses after receiving training developed by Educational Media Technologies. This request must be endorsed by the faculty chair's Academic Area Leadership and be submitted to the Director of Educational Media Technologies for his/her recommendation. The recommendation is then submitted to the Vice President for Educational Services for final approval.
- Faculty chairs who develop new courses online or hybrid courses that are new to the college or faculty chairs who are the first to convert an existing course to the online format will receive compensation for the development by either overload or release time based on the number of course contacts that are converted to the online format.
- Faculty chairs who participate in advanced training provided by the college will receive a stipend based on standard approved hours paid at the faculty chair overload hourly rate. Paid advanced training includes but is not limited to the following:
  - Course Review Cohort
  - ELI Fellowship Training
- Faculty chair peer reviewers responsible for quality assessment of online courses will receive a stipend based on standard approved hours paid at the faculty overload hourly rate.

### **Advising Load**

Faculty chairs are paid their hourly rate at orientations outside of the instructional period. Faculty chairs are paid \$15 for each advising meeting with a student. Each advising meeting requires the faculty chair to submit documentation of the meeting through the college's advising system.

### **Independent Study**

Faculty chairs are paid a small stipend for directing a student's independent study program. Faculty chairs receive the value of one credit of in-district tuition for each credit of the independent study, up to three credits. For example, if the student receives one credit for their independent study, the faculty chair would be paid \$118 at 2022 tuition rates.

### **Special Projects**

Faculty chairs have the option of participating in special projects during and outside of the Instructional Period. When academic area leadership identifies work that is needed to be accomplished during the academic year and it is determined that there is insufficient staff leadership capacity or academic area release time to devote to this work, the academic leadership make seek adjustments to faculty chair FEPs to switch out goals to accomplish this work or may seek to approve additional compensation for faculty chairs to conduct this work. Special projects include but are not limited to coordinating college programs, working on college initiatives, working to advance departmental goals, and leading travel abroad programs.

Faculty chairs will be compensated for special project work through either release time or a stipend at the discretion of the faculty chair's supervisor and the approval of the appropriate vice president and the Associate Vice President of Human Resources. Depending upon the purpose of this work, funding may be accessed through the Educational Services Office or through the Center for Instructional Excellence. Final decisions regarding funding sources will be determined by the appropriate vice president. Approved stipends will be paid based on the faculty chair overload hourly rate. Faculty chairs will receive a written contract stating the scope of the project including its outcomes and the terms of the compensation before the project begins. If the project work is ongoing, any changes to compensation (release time or stipend) will be approved on an annual basis, in conjunction with the budgeting process.

**Article 34**  
**Flexible Compensation Plan**

Faculty chairs are eligible to participate in the NMC's flexible compensation plan, including reimbursement accounts for dependent care and unreimbursed health care expenses. Faculty chairs on leaves of absence are not eligible to participate (e.g. non-pay status.)

**Article 35**  
**NMC Tuition Benefit Policy**

All regular full-time faculty chairs, 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.

Part-time faculty chairs appointed for 50 percent or more of a full-time work load shall receive the tuition benefit applicable to full-time faculty chairs 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.

**Article 36**  
**Health and Dental Insurance**

Comprehensive group health insurance will be offered by the College to eligible faculty chairs and their eligible dependents with faculty chair contributions through payroll deduction. A faculty chair 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 faculty chair while out on paid leave. If the faculty chair is terminated because he/she is physically unable to work and has exhausted all accrued sick time COBRA premium shall be waived during the remainder of the 12 month period. The faculty chair is required to inform Human Resources immediately 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 faculty chairs (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 faculty chairs and their eligible dependents with faculty chair contributions through payroll deduction.

**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 faculty chairs and their families the opportunity for a temporary extension of health coverage under the Group Health Insurance plan that would otherwise end.

NMC faculty chairs covered by the Group Health Insurance plan have a right to elect continuation coverage under the plan if Group Health Insurance 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 a faculty chair covered by the plan has the right to elect continuation coverage under any of the Group Health Insurance plans for any of the following reasons:

1. Death of the spouse (faculty chair)
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 (faculty chair) becomes eligible for Medicare

The dependent child of a faculty chair 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 faculty chair 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 family member informing them of their rights and responsibilities regarding continuation coverage.

### **Funding for Health and Dental**

For calendar years 2023, 2024 and 2025, the Benefits Advisory Committee (BAC) shall seek bids from alternative health insurance providers including MESSA. The BAC will review bids and make a recommendation that best meets the College's needs. Run out costs will be included in all cost comparison evaluations that are used in making this recommendation.

BAC may recommend a change in coverage based on needs and trend in healthcare costs. If the Faculty Chair Association chooses to remain at a level not consistent with the other employee groups, the faculty chairs will pay the difference in costs.

By election of the Board of Trustees of Northwestern Michigan College, costs of health care benefits for the employees of NMC will be limited by the 'hard cap' under PA152. Cost sharing under the hard cap will be targeted at 20% from the employee for the HSA plan, and 25% from the employee for the Core plan. Seeding for the HSA plan will be set at no less than \$2,600 for family and \$1,300 for single coverage. The College reserves the right to change plan coverages, seedings and other provisions as necessary to remain compliant with the hard cap provisions under PA152. Any changes in Health Care coverages or provisions will be determined by the Administration with the guidance of the Benefits Advisory Committee.

### **Article 37 Life Insurance**

The College will provide term life insurance of \$50,000 on each full time faculty chair. In the event of accidental death or dismemberment, an additional \$50,000 will be provided. Full time faculty chairs may purchase additional life insurance coverage as per the flexible compensation plan.

### **Article 38 Long-term Disability Insurance**

Full time faculty chairs shall 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 180 day qualifying period.

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

### **Article 39 Short-term Disability**

Faculty chairs who have completed 90 days of employment at NMC and have suffered a single serious health condition arising from illness or injury are eligible for their pay to continue under the provisions of this article.

Faculty chairs who are unable to work due to work-related illness or injury covered under Workers' Compensation are not eligible for Short-Term Disability.

Part-time faculty chairs are paid based on their appointment percentage. Eligible faculty chairs may request the benefit and must meet the qualifications described in the procedure below.

### **Procedure**

Faculty chairs who are eligible as outlined above may request this benefit.

The Short-Term Disability period will run concurrently with Family Medical Leave (FMLA) whenever a faculty chair is eligible for FMLA due to their own serious health condition. Short-Term Disability is a benefit that pays the faculty chair for time off that is unpaid under the FMLA regulations, based on their appointment percentage, and does not replace or circumvent FMLA.

This procedure attempts to address the most common situations for accidents and illness and how the Short-Term Disability benefit applies.

### **Initial Qualification for Short-Term Disability**

#### **Accident**

1. The faculty chair may request to be paid under the Short-Term Disability provisions after missing work for one (1) day or a part of a work day due to a single serious health condition or injury caused by an accident.
2. The faculty chair or designee must complete, sign and submit the Short-Term Disability Employee Request Form to the Human Resources Office in order to be paid under this benefit.
3. Under the Short-Term Disability provisions, the faculty chair will be paid for the first work day missed due to a single serious health condition or injury caused by an accident. In order to qualify for Short-Term Disability, a medical certification is required. The faculty chair must submit the medical certification to the Human Resources Office within 15 days of receiving the request form. If there are questions or the nature of the serious health condition or injury needs clarification, then NMC's physician will contact the faculty chair's physician to determine if a second opinion is necessary. NMC reserves the right to require medical certification from NMC's physician. If the faculty chair does not obtain the required certification within the 15-day period, their leave will be denied as defined by the Family Medical Leave Act.

#### **Illness**

1. After a faculty chair has been off work for 15 consecutive work days due to a single serious health condition due to illness, the faculty chair may request to be paid under the Short-Term Disability provisions.
2. The faculty chair or designee must complete, sign and submit the Short-Term Disability Employee Request Form to the Human Resources Office in order to be paid under this benefit.
3. The 15-day qualification period will be handled according to the following Short-Term Disability provisions.
4. In order to qualify for Short-Term Disability, a medical certification is required. The faculty chair must submit the medical certification to the Human Resources Office within 15 days of receiving the request form. If there are questions or the nature of the serious health condition or injury needs clarification, then NMC's physician will contact the faculty chair's physician to determine if a second opinion is necessary. NMC reserves the right to require medical certification from NMC's physician. If the faculty chair does not obtain the required certification within the 15-day period, their leave will be denied as defined by the Family Medical Leave Act.

The faculty chair must be actively at work or on an approved leave day other than Short-Term Disability in order to qualify for Short-Term Disability.

A new Short-Term Disability period will not be approved for a new serious health condition unless the faculty chair has been released to

return to work from the original serious health condition. The faculty chair must be at work for at least one full workday. All other qualifications as previously stated must be met.

### **Short-Term Disability Pay**

Short-Term Disability will provide pay for the balance of a total of 180 calendar days (including weekends) based on the faculty chair's appointment percentage after the initial qualification period has been met.

### **Pay Schedule**

1. During the qualification period of Day 1 through Day 15, leave balances will be used until exhausted, in the following order:
  - a. Sick time balance accrued prior to the start of the leave
  - b. If, during the qualification period, sick leave balances are exhausted, the remaining time will be treated as unpaid leave.
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 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. Faculty chairs do not accrue MPSERS service hours while on Short-Term Disability.

### **Continuing Certification Required**

1. A minimum of one additional certification will be required from the faculty chair's physician or NMC's physician when the faculty chair 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 faculty chair'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 faculty chair'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.

### **Faculty chair's Responsibility**

1. After requesting Short-Term Disability pay, the faculty chair will obtain medical certification from their physician or NMC's physician within 15 days of receiving the request form. NMC reserves the right to require medical certification from NMC's physician.
2. During the Short-Term Disability period, it is the faculty chair'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 faculty chair will give 30 days' notice of their intent to return to work.
4. The faculty chair will be required to provide fitness for duty certification from the physician. Short-Term Disability pay may be denied if the faculty chair does not satisfy these requirements.

### **Return To Work**

1. If the faculty chair returns to work for a period of:
  - a. Less than 30 calendar days, before the maximum benefit of 180 days is paid out, the qualification period will be waived for future time that is consecutively taken off related to the same illness/injury. The original 180-day period will resume.
  - b. More than 30 calendar days but less than 180 days before the maximum benefit of 180 days is paid out, the 15-day qualifying requirement for illness will be waived for future time that is consecutively taken off related to the same illness/injury. The original 180-day period will resume.
  - c. More than 180 days a new Short-Term Disability qualification period will begin.
  - d. For items a through c above, another medical certification will be required according to provisions under “Continued Certification Required.” NMC reserves the right to require medical certification from NMC’s physician.
2. When the faculty chair returns to work and needs to take time off intermittently for the original illness/injury for follow up appointments, such as: physical therapy, Short-Term Disability will end. The faculty chair will then follow Procedure D-720.01 as of this contract’s date of ratification.
3. NMC requires the faculty chair to provide a fitness for duty certification including any restrictions and the duration of the restrictions. If the faculty chair returns to work and requires accommodation to perform their job due to the serious health condition or injury, the faculty chair must contact the Office of Human Resources to request accommodation according to the Americans with Disabilities Act (ADA).
4. The faculty chair must provide a fitness for duty certification to return to work.
5. When the faculty chair returns to work, job placement 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 faculty chair has been out past the 12- week period, every effort will be made to return the faculty chair 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, every effort will be made to return the faculty chair to the same or an equivalent position, however, there is no guarantee of placement or continuing employment.
6. If a faculty chair is found to have fraudulently obtained Medical Certification to qualify for FMLA and/or Short- Term Disability the faculty chair will be subject to disciplinary action up to and including termination.

Faculty chairs s found working outside of NMC while they are restricted from working under Medical Certification and are on FMLA and/or Short-Term Disability the faculty chair will be subject to disciplinary action up to and including termination.

### **Applicable Benefits**

All applicable benefits shall continue to apply including wage and hour reporting for retirement, except the following:

1. Sick leave will not accrue during Short-Term Disability.

If the faculty chair returns to work less than full-time sick leave will accrue at the rate of actual hours worked.

### **If the faculty chair is not released to work upon completion of the total 180 days of absence:**

1. Regular pay will not resume.
2. Faculty chairs will have the earnings over the 180-day period calculated, including the corresponding deferred pay amount, and this prorated amount will be paid out.
3. After the 180 days, and all accrued leave has been paid out, if the faculty chair is unable to return to work, employment will be terminated unless there is assurance in writing from the faculty chair’s health care provider that the faculty chair

will be able to return to work within a reasonable period of time.

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

If any provisions(s) of this policy or set of bylaws conflicts with laws applicable to Northwestern Michigan College, including the Community College Act of 1966, the Freedom of Information Act, or the Open Meetings Act, as each may be amended from time to time, such laws shall control and supersede such provisions(s).

#### **Article 40 Family Care Leave**

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

#### **Article 41 Child Care Leave**

Child Care leave for a period of up to 12 months may be granted to any eligible faculty chair who has successfully completed at least 12 months of employment during the year preceding the start of leave, 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 a faculty chair is eligible for FMLA.

#### **Child Care Leave Procedure**

Requests for the child care leave shall be made in writing to the Human Resources department 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 Human Resources Department.

Notice of the date of return shall be given in writing to the Human Resources Department at least 30 calendar days in advance of return. A written request to the Human Resources Department for additional child care leave shall be made at least 30 calendar days in advance of the end of the initial leave period.

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 a faculty chair is eligible for FMLA.
- Accumulated sick leave and wage continuation will be provided for the period of time the faculty chair is certified by a physician as being under medical care and unable to work.
- Accumulated sick days may be used for child care leave.
- Any part of the leave not covered by accumulated sick leave is unpaid.

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

If the faculty chair chooses to continue any benefits while on unpaid child care leave beyond the 12-week FMLA leave period the faculty chair will be placed on COBRA in accordance with that provision.

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

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

## **Article 42 Adoption Benefits**

Eligible faculty chairs are entitled to adoption benefits which include financial assistance and adoption leave.

### **Eligibility**

Faculty chairs 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 must be under 18 and may be biologically related to either parent to be considered for this benefit.

### **Financial Reimbursement**

Eligible adoption-related expenses may be reimbursed to a maximum of \$4,000 per child. 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.

Expenses not eligible include voluntary donations or contributions and other costs the faculty chair 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, the faculty chair 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 is available to faculty chairs who adopt. The adoption leave period will run concurrently with Family Medical Leave (FMLA) whenever a faculty chair is eligible for FMLA. NMC recognizes that the adoption process may require time off from work for mandated home studies or travel to a foreign country. Faculty chairs should request FMLA leave 30 days in advance or as soon as practical. Accrued sick leave may be used in accordance with the Family Care Leave Article 40.

Child care leave for a period up to 12 months may be granted to faculty chair after the adoption of a child. Refer to procedure D-726.01 for details.

### **Coordination with other Benefits**

At the time of legal custody, an adopted child may be added to the faculty chair'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.

## **Article 43 Michigan Public School Employees' Retirement System (MPSERS)**

Michigan law requires that every faculty chair 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

1. The plan shall comply with all legal requirements and Michigan Public School Employees' Retirement System (MPSERS) regulations.
2. The provider shall be Teachers Insurance & Annuity Association (TIAA).
3. The faculty chair'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
4. NMC's contribution rate shall be 11.5% of gross wages.
5. Vesting shall be full and immediate.
6. Cash withdrawals shall be allowed upon termination of employment.

### **Article 44 Family Medical Leave**

The College shall grant eligible faculty chairs up to 12 weeks of unpaid family and medical leave 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 faculty chair's child after birth, or placement for adoption or foster care;
- To care for the faculty chair's spouse, son, daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the faculty chair unable to perform their job.

#### **Military Family Leave Entitlements**

- Eligible faculty chairs may also use their 12-week leave entitlement to address certain qualifying exigencies if the faculty chair'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, faculty chairs 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, if eligible, to take only a total of 12 weeks combined of FMLA leave for the two of them related to birth or adoption. Additional childcare leave may be granted under the provisions of the Child Care Leave provision of the agreement.

All accrued paid leaves shall be substituted for, and run concurrently with, unpaid FMLA leave where applicable.

Medical coverage will continue to be provided during the leave including dependent coverage, as provided for in the FMLA and its

implementing regulations. No other wages or benefits will be paid or accrued during the unpaid portion of the leave.

Upon immediate return from FMLA leave, the faculty chair will be returned to his or her original position or an equivalent position with equivalent pay, benefits, and other employment terms provided the leave was within the 12-week FMLA limit.

### **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 a faculty chair 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.

Faculty chairs shall provide at least 30 calendar days' advance notice in writing to the Human Resources Department, where the leave is foreseeable. For leave that is unforeseeable, faculty chairs shall provide notice of the need for leave as soon as is practicable under the circumstance, absent extenuating circumstances. Failure to provide adequate notice may result in the delay or denial of leave. Human Resources will verify that the time off requested qualifies for family and medical leave and notify the department.

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.

Medical coverage will continue to be provided during the leave including dependent coverage, with premiums deducted from the faculty chair's paycheck. If the faculty chair is on unpaid leave, an arrangement will be made for repayment of medical premiums upon return to work. The faculty chair 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 faculty chair premiums and the NMC share of the premiums as well for continued benefits coverage if the faculty chair does not return to work, unless the reason for not returning is the continuation of a serious health condition or other circumstances beyond the faculty chair's control.

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

## **Article 45 Military Leave Policy and Procedures**

### **Military Leave**

In accordance with federal and state law, no faculty chair or prospective 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 non-career 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 chairs 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 chairs because of their service in the uniformed services.

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

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

## **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**

A faculty chair shall provide his or her immediate supervisor with written or oral notice that the faculty chair 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 faculty chair will be serving. Failure to provide notice may render the faculty chair 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 faculty chair's College base pay, any regular full-time faculty chair is entitled to differential pay during temporary military leave. The College will reimburse the faculty chair 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 faculty chair 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 faculty chair is entitled to differential pay during military leave. In the event that the military pay is less than the faculty chair's base pay, the College will reimburse the faculty chair 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 agreement of the Associate Vice President of Human Resources or designee.
- Faculty chair (non-dependent) medical/dental coverage, long-term disability and term life benefits will be terminated for a leave of 31 or more days. A faculty chair may elect to continue coverage for up to 24 months at his or her expense. A faculty chair'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 faculty chairs engaging in uniformed service. After twelve (12) calendar months, a faculty chair's dependent may elect to continue coverage up to 24 months at his or her expense. A faculty chair's dependents 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.
- Sick time benefits shall be accrued during this one-year period and will be applied upon the faculty chair's return to work.
- Voluntary supplemental life/AD&D insurance will terminate the day the faculty chair 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.
- Faculty chairs who are members of Michigan Public School Faculty chair Retirement System (MPSERS) or Optional Retirement Program (ORP) will continue retirement participation according to the faculty chair'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 faculty chair.

- 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 faculty chair may receive up to six years of service credit at no cost if he/she leaves 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 faculty chair should contact MPSERS for more information.
- The faculty chair may use intervening military credit to satisfy vesting requirements. The faculty chair will 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 faculty chairs contribution upon the faculty chair's return to the College, if he/she returns while the re-hire rules are in effect according to USERRA (Section 414(u)). The faculty chair has the option of making the faculty chair contribution to their account.

### **Differential Pay Procedure**

- A regular full-time faculty chairs shall provide the College with his/her military pay information when the military pay is less than the faculty chair's regular College pay. The College will pay the faculty chair 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 Associate Vice President of Human Resources or designee.

### **Return to Work**

- Service of 1 to 30 days: the faculty chair must return to work at the beginning of the first regularly scheduled workday 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 he/she 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 faculty chair, 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 faculty chair 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 article is not intended to be all inclusive. If there exists any conflict between this article and any Federal/State law or regulation, the law or regulation shall prevail.

## **Article 46 Workers Compensation**

Northwestern Michigan College (NMC) provides Workers' Compensation coverage for all faculty chairs, in accordance with State and Federal laws. Faculty chairs 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 faculty chair injured on the job must receive a signed authorization form from Human Resources staff prior to seeking medical treatment unless it is a medical emergency.

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

Workers' compensation leave shall run concurrently with Family Medical Leave in cases where the faculty chair is eligible for Family Medical Leave.

## **Effect of Agreement**

- A. During the negotiations that 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 Faculty Chair Association, 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 1<sup>st</sup> day of August, 2022 and continue in effect through the 31st day of July, 2025.

**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 25 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 25 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**  
**CALCULATING OVERLOAD PAYMENTS FOR PREPS**

These two models illustrate how to calculate the overload payments described in Article 33. Each distinct course number is counted once; each format other than lecture is counted once, even for the same course.

**MODEL 1**

*Fall Semester:*

Course/Release	Contacts	Format	Distinct Courses/Release	Format
BUS 101	3	Lecture (face-to-face) and experiential	1	1
BUS 101	3	Online		1
BUS 105	3	Lecture	1	
BUS 105	3	Online		1
Program Coordinator Release	3		1	
<b>Totals</b>	15			6

*Spring Semester:*

Course/Release	Contacts	Format	Distinct Courses/Release	Format
ACC 121	4	Lecture	1	
ACC 121	4	Lecture		
ACC 121	4	Online		1
CIT 216	3	Lecture	1	
<b>Totals</b>	15			3

**Total for the academic year**

**9 preps = 2 credit bonus**

**MODEL 2**

*Fall Semester:*

Course/Release	Contacts	Format	Distinct Courses/Release	Format
ENG 111	4	Hybrid	1	1
ENG 11	2	Hybrid	1	1
ENG 111	4	Lecture		
ENG 11	2	Lecture		

ENG 112	4	Online	1	1
<b>Totals</b>	16		6	

**Spring Semester:**

<b>Course/Release</b>	<b>Contacts</b>	<b>Format</b>	<b>Distinct Courses/Release</b>	<b>Format</b>
ENG 112	4	Online	1	1
ENG 112	4	Online		1
ENG 220	3	Online	1	1
ENG 220	3	Hybrid		1
<b>Totals</b>	14		6	

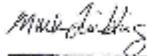
**Total for the academic year**

**12 preps = 2 credit bonus**

SIGNATURE PAGE

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

**NORTHWESTERN MICHIGAN COLLEGE**



\_\_\_\_\_  
Mark Lieblich  
Associate Vice President of Human Resources

12-15-2022  
Date

**NORTHWESTERN MICHIGAN COLLEGE FACULTY CHAIR ASSOCIATION**

**Sean Ruane**

\_\_\_\_\_  
Sean Ruane  
Faculty Negotiation Team Representative

12-16-2022  
Date

**MICHIGAN EDUCATION ASSOCIATION**



\_\_\_\_\_  
Print Name/Title  
Mary McGee-Cullen, MEA, UniServ Director

December 19, 2022  
Date

Signature:   
2022-2023 Faculty Contract

Email: [sruane@nmc.edu](mailto:sruane@nmc.edu)