

CONTRACT AGREEMENT

Between

BAY de NOC COMMUNITY COLLEGE BOARD OF TRUSTEES

And

**BAY de NOC COMMUNITY COLLEGE
PART-TIME INSTRUCTORS ASSOCIATION**

2016-2018

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RECOGNITION, RIGHTS AND GUARANTEES

0001 A Master Contractual Agreement between the Bay de Noc Community College and the Bay de Noc Community College Part-Time Instructors' Association.

0002 This Agreement entered into this 1st day of July, 2016 by and between Bay de Noc Community College, hereinafter called the College, and the Bay de Noc Community College Part-Time Instructors' Association, hereinafter called the Association.

0003 WHEREAS, the College has an obligation to negotiate with the Association as the duly recognized representative of Bay de Noc Community College Instructors.

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

0005 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

0006 Recognition

The College hereby recognizes the Association as the sole and exclusive negotiating representative for all Bay de Noc Community College Instructors as enumerated in paragraph 0007 of this Agreement, all of whom are collectively designated as the *bargaining unit*. The terms "Instructor" when used hereinafter in this Agreement shall refer to all instructors of the designated bargaining unit and reference shall include both male and female Part-Time Instructors.

0007 College Recognition

1. For the purpose of determining this bargaining unit only, a Bay de Noc Community College Part-time Instructor shall be defined as Instructors assigned to teach 12 or fewer hours per semester.
2. Contact hours are defined as one period of instruction per week for sixteen weeks (Fall and Winter Semesters) or the pro-rated equivalent.
3. Instructors who have completed the Introductory Period as defined in paragraph 0116.

- 0007.1 The following employment classifications are not included in this Agreement:
- a. Substitute Instructors
 - b. Student Work-Study Workers
 - c. Tutors and Supplemental Instructors
 - d. Contracted with Business and Industry Program Worksite Supervisors
 - e. Unpaid Co-Op and Intern Instructors
 - f. Apprentice Program Instructors
 - g. Full-Time Faculty
 - h. College personnel in confidential positions
 - i. Supervisory and Executive personnel
 - j. Persons assigned to teach Workshops, Continuing/Community Education classes, Customized Training, Workforce Development, Courses not open to the General Public, Seminars, and any other teaching endeavors offered without traditional academic credit
 - k. Contracted Employment: also excluded are courses for academic credit when the course is primarily sponsored by Federal, State or private sources, contracted vocational classes, or specialized contracted instructors Association unit instructors are not available to meet the needs of the course
 - l. Non-Exempt (per Fair Labor Standards Act) Bay College Employees

0008 Sole Agent

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

0009 Supersedes

During the negotiation of this Agreement, each party made proposals and counter-proposals. It is the intention of the parties that this Agreement covers those items of greatest concern in the College-employer-employee relationship. This Agreement constitutes the negotiated agreements of the College and the Association and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects covered in this Agreement.

0010 Changes in Current Policies

The College agrees to effect any changes in current College policies or bylaws which are in conflict with this Agreement.

0011 Copies of Proposed Policy Changes

The College will furnish the President of the Association with copies of all proposed policy or bylaw changes one week in advance of final action of such change. In cases of emergency, the Association President or designee may waive the one-week provision of this clause. Changes in procedures and practices that directly affect instruction and teaching will also be forwarded to the Association President before implementation.

0012 Amendment

This contract may be opened on any item upon mutual written consent of both parties.

0013 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the College and the Association. At such time as it has been ratified by both the College and the Association, it shall become part of the Agreement.

0014 Effect on Individual Contracts

Any individual contract between the institution and an individual in the bargaining unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

0015 No Strike

0015.1 During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any instructor of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strikes or work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, "blue-flu," picketing of any kind or any other type of interference, whatsoever, with operations of any of the facilities, singularly or jointly, of the College. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the College.

0015.2 The Association shall advise any and all Instructors involved, including notification to the communications or press media, if requested by the College, that such Instructors are in violation of the Agreement and that all Instructors involved shall return forthwith to their regular duties. If the Association takes the foregoing steps and has not acted in violation of its

obligations under the Agreement, it shall not be liable in any way for such activities.

0015.3 The College shall have the right to discipline, including discharge, any Instructor for taking part in any violation of this provision, provided the Association has had time to notify the individual. Prior to the taking of disciplinary or other action enumerated herein, the College shall notify the Association of its intentions and may also consult with the Association in connection therewith.

0016 No Lockout

The College agrees that it will not engage in a lockout so long as this Agreement is in effect.

0017 Access to Information

The President of the Association, upon request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the Board.

The Association shall, upon request, send copies of correspondence, applications, legal documents, and such other items which could have a financial influence upon the institution to the President of the college at the same time they are sent to other parties, except tactical and legal advice relating to Association business.

0018 Copies of Agreement

Copies of this Agreement shall be available at www.baycollege.edu within thirty (30) days after the Agreement is signed and presented to all Instructors now employed or hereafter employed.

0019 Board Rights/Management Rights

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

- a. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of Bay de Noc Community College.
- b. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- c. Direct the working forces, including the right to hire, promote, lay-off, suspend and discharge Instructors, determine the size of the work force, but not to conflict with the provisions of this Agreement.
- d. Determines the services, supplies and equipment necessary to continue its operations.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of Instructors.
- g. Determine the number and location of its facilities, including the establishment of relocations, buildings, departments, divisions or subdivisions, buildings and other facilities.
- h. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- i. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the College shall not abridge any rights from Instructors as specifically provided for in this Agreement.
- k. Determine the policy affecting the selection, testing or training of Part-Time Instructors, provided that such selection shall be based upon lawful criteria.
- l. Approve new courses and programs and terminate existing programs and courses.

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

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

0020 Meeting Rooms

The Association and its representatives shall have the right to use the institution's facilities for meetings. No charge shall be made for the Association's use of available institutional rooms.

0021 Association Business

The Association shall specify in writing those duly authorized representatives of the Association who may transact Association business. Such individuals may conduct business on institutional property at times that do not interfere with normal institutional operations. Notification of such representatives should be made in writing to the College.

0021.1 Professional, Personal and Association Leave

- a. Any Part-Time Instructor who is subpoenaed to testify in a case arising from work at Bay de Noc Community College shall suffer no loss in pay.
- b. If an Association Officer needs to miss an assigned class for Association business, normal procedures for classroom absence will be followed. A qualified substitute may be used, but substitute pay is the responsibility of the Association.

0022 Use of Facilities

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

The Association shall be liable for and shall promptly reimburse the College for any damage resulting from misuse of such equipment during

its use by the Association. Normal Association business should not be requested of college secretarial staff. Use of equipment or college secretaries for personal business shall be prohibited unless approved in writing by the President of the college.

0022.1 The College shall provide space to house and to provide reasonable security for Association materials essential to Association business.

0023 Official Association Representative at College Meetings

If the President of the Association wishes items placed on the agenda for a regularly-scheduled Board meeting, he/she shall make such request of the College 9 days prior to meeting. The Board shall then recognize the President of the Association or his/her representative as a matter of new business. The Association President or his/her designated representative will be recognized for comment on agenda items.

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0025 Non-Prohibitive

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

0026 Academic Freedom

Please refer to Board Policy 3005.

0027 Policies and Procedures

Please refer to Bay College Policies and Procedures on myBay. All Instructors are expected to comply, enforce, and/or support.

0028 Textbooks and Other Teaching Materials

Instructors will use the class texts and outcome-based course outlines/syllabi that have been designated by the department, division, or dean. If such is not available and the Instructor develops a class, the design must follow the College's guidelines for being outcome-based. When a designated text does not exist or if the Instructor recommends a new text or revised outline, then such changes will be made with the approval of the division chairperson or dean.

In multiple section courses, recommendations for new textbooks will be requested from all Instructors who teach the course.

0029 Distribution of Communications

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

0030-0099 (Blank)

INSTRUCTORS, PERSONNEL, AND DIVISION PROCEDURES

0100 Instructor Course Assignments

0100.1 Senior instructors may be designated by the appropriate administrator in charge. Eligibility for senior instructorship shall be completion of One Hundred Sixty (160) semester contact hours of instruction at the college and demonstrated instructional and professional excellence. The appropriate administrator in charge's designation shall not be grievable, and may be revoked upon documented sub-standard performance. The 160 hours can be accumulated at any one or several of the college's campuses.

0100.2 Upon application, all future instructors will fill out a *Qualified to Teach Form* for credentialing purposes that will be held by Human Resources and made available to the administrator in charge when reviewing potential assignments.

The following *may* be considered by the administrator in charge when making assignments:

- educational transcripts and degrees, certificates, licensures, etc.
- letters of reference,
- awards,
- related past work experience, and/or apprenticeships
- past teaching performance reports, (evaluations & student surveys)
- specialized courses and/or workshop completion, and other related, documented professional development
- length of service in the department
- follows policy, procedures and best-practices of the department.
- demonstrates continual improvement in the development, delivery, and revisions in course curriculum.

If an instructor has any new documents listed above that they would like to add to their personnel file, the instructor can send it directly to the Human Resources Department. A hard copy or an electronic copy will be acceptable.

- 0100.3 An indication by Instructor that he or she is qualified to teach a course does not supersede the administrator's right to determine if the instructor is qualified pursuant to Section 0019.1(f).
- 0100.4 Within ten (10) working days after notification of Staff sections, the Instructor shall submit a list of courses he or she is available and willing to teach. The courses will be ranked, but not necessarily assigned, according to preference:
- a. A Senior Instructor shall be assigned six (6) semester contact hours on the basis of qualifications as determined by the appropriate administrator.
 - b. Thereafter, administration shall assign a minimum of three (3) contact hours to each remaining Association Instructor on the basis of qualifications as determined by the appropriate administrator.
 - c. All other and further assignments shall be at the sole discretion of the College, pursuant to Section 100.2 above. No assignment need be made if the Instructor is not qualified, or if the assignment shall fail for any legitimate reason, i.e., lack of adequate enrollment. If an assigned Instructor is "bumped" by a full-time instructor, he or she may, in turn, bump the least senior, non-senior-status part-time instructor of any course in which the bumped instructor is qualified to teach and has taught within the past two years.
 - d. If an instructor is dissatisfied with the appropriate administrator's determination of qualifications/class assignment, he/she may seek from the appropriate administrator, rationale for his/her decision(s).
 - e. For purposes of clarification, any previous practice(s) of instructor assignments based on, or related to "home division/home campus" are not recognized and the language otherwise contained herein shall be considered complete.

- 0100.5 An Instructor may be assigned courses that exceed the maximum twelve (12) contact hours under the following:
- a. College identifies courses that have not been assigned per the terms and conditions stated in Section 0100.4.
 - b. Full-Time Instructors have been offered the courses that remain unfilled and recognize that these are intended as temporary staffing arrangements.
 - c. Instructor is offered courses based upon qualifications as determined by the appropriate administrator.
 - d. Instructors will be considered instructors of the Part-Time Association for compensation and other benefits.
- 0100.6 If an Instructor's assigned class is canceled and the Instructor has not taught the class before, then the Instructor shall be paid ninety dollars (\$90) for the time he or she spent preparing for the class. No one shall be paid twice for preparation of the same class unless the textbook title is changed.
- 0100.7 Instructors will be notified by the thirteenth (13th) week of the fall instructional period if they have been assigned to teach in the winter semester and by the thirteenth (13th) week of the winter instructional period if they have been assigned to teach in the fall semester. This notification is not binding on the part of the College, as final assignments may be altered due to low enrollment. If these notification deadlines become problematic for College Unemployment Claims, they may be waived. For purposes of instructor assignments, the spring and summer sessions shall be considered as one semester.
- 0100.8 Substitute teaching assignments, when not taken by full-time Instructors, shall be offered on the basis of seniority, with the most senior, qualified instructor of the bargaining unit having first option, and the least senior, qualified instructor of the bargaining unit having last option to accept a substitute teaching assignment, provided that applicants for part-time teaching assignments who are not assigned to teach any course may be given preference, according to seniority, if qualified. This provision shall only be applicable to substitute teaching assignments made after notice has been given to the College that the assignment will be of a duration greater than one week, and shall only be applicable to substitute teaching assignments of which the college has more

than two (2) working days' notice of the need to assign a substitute Instructor. Substitute teaching assignments shall not be credited toward seniority, nor shall a substitute teaching assignment be given to an Instructor as an assignment of right if the assignment will cause the Instructor's total hours to equal or exceed twelve (12) contact hours per week.

0100.9 Course Options

The appropriate administrator may request that an Instructor teach an otherwise cancelled course at the Directed Study Rate. This rate of compensation shall not exceed the compensation for a regularly scheduled course.

0101 Instructor Responsibilities

The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. Instructors are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Instructors are expected to work professionally, honestly, and respectfully with their colleagues and all college staff.

1. The Instructor shall keep well-informed, with particular attention to the latest developments in his/her subject area and teaching technology. Each Instructor shall teach his/her assigned courses and develop course content and appropriate instructional materials for the course he/she teaches. Each Instructor will prepare and submit to the appropriate administrator, each semester, not later than 8:00 a.m. on the Friday before the first week of the semester, an up-to-date, currently-dated course syllabus for each course to be taught. The syllabus must include safety guidelines relating to emergency circumstances. Use the appropriate syllabus template that can be found on myBay at: https://mybay.baycollege.edu/ICS/Departments/Academics/Academic_Forms/. Instructors will give each student a copy of the course syllabus during the first class session. In the event the Instructor did not receive 5 business days notice before the official start of the academic semester that he or she would be teaching the class and, therefore, had insufficient course preparation time, the Instructor will prepare and hand-out the course syllabus as soon as possible and no later than the end of the second week of classes.
2. Each Instructor shall fulfill routine duties and responsibilities necessary for smooth operation of the college. Instructors will report student attendance or non-attendance as needed by the College.

3. Each Instructor is responsible for fostering and maintaining a learning environment in the classroom or laboratory that is conducive to student success and safety.

Periodic testing and assessment activities including required institutional or division-level assessments, are part of the Instructor's responsibility and are to be included in the course's activities. Likewise the Instructor is expected to regularly monitor college communications (email, voice mail, print, common calendar, and other electronic) to insure consistency in college practices.

Student behavior that detracts and/or disrupts the learning experiences of other students in the classroom or laboratory or endangers the safety of a student should not be tolerated by the Instructor.

Such behavior should be addressed by the Instructor in as tactful, fair, and effective manner as possible. Remedies may include a private conference with the student, a conference with the appropriate administrator(s), or dismissal from class.

4. All absences and reasons for such absences by Instructors from scheduled classes should be reported and approved by the appropriate administrator or Administrative Assistant as soon as possible before the absence. For illnesses and emergencies, notice should be reported to the appropriate administrator and/or their administrative assistant as soon as possible. Substitute Instructors should be used with prior authorization of their appropriate administrator.
5. Instructors will support and assist in the enforcement of college policies and procedures which are not in conflict with this agreement.
6. Instructors will attend a professional development opportunity (i.e. in-service, department/division meeting, speaker) during the academic year to meet professional development expectations in the contract.
7. Instructors are encouraged to communicate with the appropriate administrator, full time faculty, and/or lead instructor(s) to seek assistance in securing course materials etc. and shall respond to reasonable requests from other instructors or administrators by sharing course outlines/course syllabi, and information about textbooks, required software, and available publisher's supplements.

102

Class Size Guidelines

The following maximum class size guidelines shall be observed:

In cases where there is sufficient room capacity or stations available, additional students may be added upon the permission of the Instructor of the class.

Lecture	30
Laboratory	Number of Stations
Lecture-Laboratory Related	75
English Composition and Speech (ENGL 101, 102 & 145 or eq.)	22
Automotive Lab	18
Welding Lab	18
Machine Tool Lab	18
Business Communications	24

0103 Orientation and Communications

0103.1 All instructors should attend special part-time orientation session(s) which will be offered at the Escanaba or West Campus at least once a year. Instructors are encouraged to attend general college orientation sessions at the beginning of the autumn semester, if their schedule permits. The primary mode of communication at Bay College is email.

0103.2 Along with other orientation materials the College provides new Instructors there will be included a mutually-agreeable informational statement about the Part-Time Instructors' Association. The statement shall be provided to the College by the Association. A copy of this contract is available at www.baycollege.edu.

0103.3 Instructors are eligible and encouraged to participate in division activities, including attendance at division meetings. Participation is limited to the division in which the course is categorized.

0103.4 Each semester the President of the Association will meet with the appropriate administrator in charge to discuss topics and issues of mutual concern.

0104 Mentoring

0104.1 When appropriate, appropriate administrators may assign an Instructor to mentor another Instructor. These Instructors will be expected to develop a more formal relationship with the mentored Instructor, which may include some of the following activities:

- a. Two or three contacts with the other Instructor before, during or after the semester;
- b. Detailed discussion of the course outline and/or content;
- c. Review of student objectives and student expectations;
- d. Discussion of alternative successful methodologies;
- e. Suggestions for policies on grading, testing, quizzing, attendance and homework;
- f. Joint, informal evaluation of the prior semester's outcomes.
- g. With prior approval, the College will pay reasonable costs of phone, travel and meal expenditures.
- h. Instructors who are assigned by the College to mentor other Instructors (full-time or part-time) shall be paid \$50 per assignment.

0105-0107 (Blank)

0108 Proposed Class Schedule

0108.1 Proposed class schedules are developed with input from Instructors of each division with the Division Chair. The primary goal in schedule development shall be a schedule that best meets the needs of the students of the College. Any proposed modification to the schedule may be made by the appropriate Administrator. The appropriate Administrator will make an effort to communicate with Instructor(s) whose schedule would be directly affected by the modification.

0108.2 In the event that the affected Instructor(s) cannot be reached for

consultation, the modification may be made and the consultations shall take place as soon as it is reasonably possible to do so. Schedule changes will not be made arbitrarily or capriciously.

0109-0110 (Blank)

0111 Seniority

January 10, 1977, shall be the earliest date for the purpose of establishing Seniority under this Agreement. Seniority shall apply only to an Instructor qualifying under this Agreement. Seniority shall be defined, for the purpose of this Agreement and calculation, as the total number of contact hours accumulated. Directed Study, Independent Study and Internship/Co-op contact hours are expressly omitted for the purpose of calculating seniority under this Agreement. The College will maintain a current seniority list for part-time instructors. Annually, by October 1, the list shall be made available to the union. The union shall then have 30 days to review the list and, if necessary, call to the attention of the College, any discrepancies/errors. After any corrections are made (if necessary) the list shall be deemed to be correct and final.

Any instructor seeking seniority information may contact the Human Resources Department.

See Board Policy 510, Service Awards Policy for calculation of service.

0112 Loss of Employment

An employee shall lose employment for any, and all, the following:

1. Voluntary resignation, including retirement;
2. Discharge for Just Cause;
3. Absent without notification to the College. This provision shall not apply when, through no fault of the Instructor, notice cannot be given because of an exigent circumstance beyond the control of the Instructor.
4. Failure of Instructor to apply for any appointments or assignments with College for two (2) consecutive semesters;
or

5. Failure or Refusing to accept proffered appointments or assignments with the College for twelve (12) consecutive months.

Exceptions to #4 and #5 above are:

- a. Instructor's health prevents him or her from accepting an assignment and the condition is documented by an acceptable health care provider, or
- b. When a written waiver is granted by the appropriate administrator, and notification of this waiver is made to the Association.

0113 Just Cause

0113.1 No Instructor shall be disciplined without Just Cause. Disciplinary action shall be defined as any warning, reprimand, time off without pay, or discharge.

0113.2 An Instructor shall be entitled to have present a representative of the Association during any meeting from which disciplinary actions may result. Such meetings should not be scheduled right before the Instructor will be in the classroom.

0113.3 If a reduction in a course assignment or discharge is to be considered because of inadequacies observed in the Instructor's quality of instruction with students,

- a. the inadequacies must be well-founded incidence(s) that have been documented in the Instructor's personnel records,
- b. the Instructor must be given clear direction to improve and the consequences of his/her failure to do so, and
- c. adequate opportunity for the Instructor to make improvements shall be worked out between the Dean-in-charge and the Instructor.
- d. an instructors' course assignment may be reduced due to inadequacies in the instructors' professional work with students.
- e. in cases of Instructor misconduct the Instructor will be immediately discharged.

0114-0115 (Blank)

0116 Introductory Period

Instructor must complete an introductory period specified as:

1. A minimum two (2) years or four(4) semesters of teaching;
2. A minimum of thirty-two (32) contact hours teaching; and
3. A minimum of twenty-four (24) months elapsed from the date of Instructor's initial course.
4. Review
 - a. The appropriate administrator for the Division to which the instructor is assigned, may request an additional two semesters of probationary teaching for that Instructor with unsatisfactory performance evaluations documented with specific deficiencies.
 - b. An Improvement Plan addressing the specific deficiencies identified in a Performance Evaluation must be developed by the appropriate administrator or an appropriate designee.
 - c. The Improvement Plan must be presented to the Instructor prior to commencement of any additional probationary semesters.

0117 Instructor Evaluation

1. All instructors will be evaluated during their first semester of teaching. The evaluation shall consist of a classroom observation and a follow-up meeting with the appropriate administrator.
2. All instructors will be evaluated (using the same format as in section 1, above) at least twice before they reach the level of 32 accumulated contact hours.
3. The general schedule is that instructors are evaluated at least every two years.
4. If conditions warrant, evaluations will be conducted more frequently.

0118 Grades

When the semester or session ends on a Friday or Saturday, the final

class grades are due in the Student Records Office by noon on the following Tuesday. If the semester or session ends on some day other than a Friday or a Saturday, the grades are due in four (4) calendar days, or the following Monday if the fourth day falls on a Saturday or Sunday. If one of the four (4) days is a holiday, the due date is extended twenty-four (24) hours.

0119-0300 (Blank)

0301 Sick Leave

0301.1 When an Instructor completes the Introductory period (Section 0116), sick time benefits will accrue at the rate of one half (1/2) hour for each semester's contact hour taught. The maximum sick time hours any Instructor may accumulate is 32 hours. After using sick leave, Instructor will begin to re-accumulate sick leave hours back to the maximum 32 hours.

0301.2 Sick Leave (maximum of 32 hours) may be used by Instructor for illness or other emergency circumstances as determined by the appropriate administrator.

0301.3 When an Instructor does not offer to instruct for twelve (12) consecutive months, the Instructor will lose accumulated sick leave and must accrue thirty-two (32) sick leave hours from instruction calculated from the date of Instructor reinstatement by College except:

- a. when the Instructor's health prevents him or her from accepting such an assignment, and the condition is documented by acceptable health care providers, or
- b. when a written waiver is granted by the Instructor's appropriate administrator.

0301.4 The College can request that the Instructor provide verification of Instructor's illness, condition or emergency circumstance in administering the provisions outlined in this Agreement.

0301.5 Short-Term Disability

Instructors who have accumulated 100 semester contact hours at Bay College are eligible to request Short-Term Disability. Requests require the approval of the Association President and the appropriate administrator in charge and certified by a physician or

health care provider. Instructors must exhaust their accumulated sick leave (32 hours) before requesting short-term disability benefits. If an Instructor becomes disabled and is unable to return to work for the remainder of the semester, he or she will exhaust his or her accrued sick time and then move into Short-Term Disability pay until the end of the semester. Instructors will not be required to repay the Short-Term Disability. When the semester ends, the Short-Term Disability pay stops and the benefits will be exhausted. Use of Short-Term Disability precludes the Instructor from returning during the semester to complete the course. The Instructor may utilize the short-term disability benefit twice (2x) during his or her career at the College. The short-term disability benefit can only be used for situations certified by a physician or other approved health care provider. Instructor must provide a Return to Work Authorization to Human Resources prior to resumption of duties.

0301.6-8 (Blank)

0301.9 Bereavement

Instructors may apply for and be granted a total of one (1) day with pay as bereavement leave and can use up to one (1) week of sick leave. The administrator in charge and instructor will work to obtain adequate course coverage. The one (1) day approved bereavement leave will not be deducted from an instructor's sick leave account.

For the purpose of applying this provision, immediate family is intended to represent the following: spouse, child, step-child, grandchild, parent, step-parent, grandparent, sibling, step-sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a member of the instructor's household. Any request not satisfying a capacity expressly stated in this provision must be approved by the instructor's supervising administrator.

0302 Family Leave/Adoption

Any Instructor shall be entitled, upon request, to a leave of absence as defined under the Family Medical Leave Act and Bay College Policy.

0303 Assault upon an Instructor

When an Instructor's absence is the result of an assault upon the

instructor as a result of discharging his/her duties, the Instructor's sick leave account shall not be charged for the absence.

0303.1 Instructors shall immediately report cases of assault suffered by them in connection with their employment to their division chairperson and administrator in charge.

0304-0305 (Blank)

0306 Jury Duty

An Instructor who serves jury duty, when jury duty conflicts with assigned classes, will be paid the difference between the pay received for jury duty and the employee's regular pay if the amount received for jury duty is less than the employee's regular pay.

0307 Leave of Absence

An Instructor may take Leave of Absence (L.O.A.) of up to twelve (12) months for graduate study, research, travel, or other purposes, without loss of membership in the PTFA, when the leave is approved by the College.

0308 Instructor Substitution

0308.1 Instructor anticipating absence from a scheduled class should notify the appropriate administrator as soon as reasonably possible. With the approval of the administrator, the Instructor may trade class time with another instructor qualified to teach the class.

0308.2 Sick time will not be charged to the absent instructor for the purpose of traded time.

0308.3 Sick time will be charged to the absent Instructor when the College must provide a paid substitute instructor, proctor or other individual(s) serving in lieu of the scheduled Instructor. Substitute Instructors, providing academic content, must be faculty employees of the College, as approved by the appropriate administrator. Non-College Employee speakers (Guest Speaker) may not serve in the capacity as Substitute Instructor for the purpose of covering the absence of the regularly assigned Instructor from the regularly scheduled session. **Substitute Instructors proctoring exams must be College employees, also approved by the appropriate administrator. College employees proctoring exams will not be**

compensated if the course is scheduled during the employee's regular scheduled work time.

Instructors substituting in assignments up to and including one week of duration shall receive the basic rate of pay at the substitute's rate. The hourly rate of pay is determined by dividing the substitute's rate by 16.

0309-0399 (Blank)

0400 Grievance Procedure

0400.1 Any claim by the Association or Instructor that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.

0400.2 All time limits herein shall consist of Monday through Friday (school days). Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive.

0400.3 It is understood that grievance problems will be handled at times other than when the Part-Time Instructor is at work. In the event, however, in the handling of a grievance, it becomes necessary for the Instructor to leave his or her work, he or she shall first obtain permission from his or her administrator in charge.

0400.4 In the event that an Instructor believes there is a basis for a grievance, the Instructor shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his or her Association representative. Only the necessary persons and/or instructor(s) to the grievance shall be present at such meeting.

If there is no resolution at this meeting, there will be a second meeting (for the purpose of clarifying the intent of the contract language) of the Instructor with the negotiators of the Association and College who participated in discussions, when the relevant clause of the contract was drafted (assuming current employment with College and availability).

0400.5 Step One:

If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, the Instructor may invoke the formal grievance procedure through the Association on a form provided by the Association representative. A copy of the grievance form shall be delivered to the appropriate administrator. The grievance must be filed at Step 1 within twenty (20) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.

0400.6 Within five (5) days after the presentation of the written grievance, the administrator shall give his or her answer in writing to the grievant.

0400.7 Step Two:

In the event the grievance is not settled at Step One, it may be referred in writing to the President of the College within ten (10) days after the date of the answer by the appropriate administrator in charge or his/her designee. At this point, the President of the College may:

- a. Attempt to resolve the grievance by holding a meeting with the necessary persons and/or Instructors to the grievance. Such meeting shall be scheduled within ten (10) days from the date of receipt of the appeal; if the President of the College holds a meeting, the President shall present the Association grievance committee chairperson within five (5) days after conclusion of such meeting with a written answer to the grievance, or
- b. Refer the grievance to Step Three within ten (10) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association Grievance Committee Chairperson.

0400.8 Step Three:

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

representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator.

- b. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
- c. The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing as soon as possible after the close of the hearing. The Arbitrator's decision shall set forth findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the employer, the Association, and the employee or employee(s) involved.
- d. The Arbitrator shall have no authority except to pass on alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.
- e. The Arbitrator shall have no authority except to pass on alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.
- f. The Arbitrator's fees and expenses shall be shared by the Employer and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participation.
- g. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

- h. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- i. Nothing contained herein shall be construed as limiting the right of any Instructor having a grievance to discussing and having it resolved informally with the employer, provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
- j. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this agreement.
- k. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Employer.

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

0401 Grievance File

0401.1 All documents, communications, and records dealing with a grievance, except the material which is normally kept in the Instructor's personnel file, shall be filed separately from the personnel files of the participants.

0401.2 The Instructor shall have access to his or her own file any time during normal business hours. Items which are sent to the College in confidence may first be removed by the administrator-in-charge.

0401.3 When complaints or entries of a derogatory nature are placed in an Instructor's personnel file, a copy of said complaints or entries shall be sent to the Instructor.

0401.4 An Instructor who has entries or complaints of a derogatory nature placed in his or her personnel file will have a right to respond in writing to these derogatory remarks.

0402-0499 (Blank)

0500 Fringe Benefits

Instructors shall receive fringe benefits as outlined in this contract. Instructors who have other employment status with the College will only be able to utilize fringe benefits based on one of their positions.

0500.1 Professional Development

0500.2 As professionals, Instructors are expected to keep up-to-date in their subject area, teaching methods, and general College information, policies, practices, etc. The College has the responsibility to inform Instructor about its policies and to make available to Instructor its available resources for professional upgrading. Where deficiencies exist, the instructor and his/her supervisor will address and remedy them.

0500.2.1 When the College would like Instructors to receive advanced training to teach specialized courses, it may reimburse expenses for such training.

0500.3 Annually, a pool of at least \$5,000 will be provided for development of Instructors. Appropriate expenditures include travel costs, registration fees, lodging, meals, professional memberships, professional publications, etc.

0500.3.1 Allocation of these funds will be determined by the appropriate administrator in charge.

0500.3.2 Each year any unused balance, up to a maximum of \$2,000, will be *rolled over* into the next fiscal year for use in the following year.

0500.4 Retirement

Instructors shall be provided a retirement program through the Michigan Public School Employees Retirement System, in accordance with Michigan law.

0501 (Blank)

0502 Professional Liability Insurance

Legal counsel, selected by Bay College, may be provided for the initial

consultation with an Instructor in the event of a legal action instituted against Bay College as a result of Instructor's assigned duties.

0503 Mileage Allowance

0503.1 Any mileage payment(s) shall be agreed to in writing and included within the instructor's agreement.

0503.2 (Blank)

0503.3 Transportation by Common Carrier

Limitation on fares:

- A. Rail and Bus Travel: The fare for transportation on any trip shall not exceed the regular first-class fare.

- B. Air Travel: All travelers shall purchase the least expensive accommodations available on any one flight. Travelers choosing first class when tourist class is available will be reimbursed only on the tourist class rate.

- C. Round trip tickets shall be secured whenever practical and economical.

0503.4-5 (Blank)

0503.6 Travel for College Business

An Instructor shall be reimbursed for mileage expenditures that are pre-approved by the Instructor's supervisor. Such travel that is of a college business nature (not of a professional development nature) will not be charged to the professional development fund.

0504 Meals Allowance and Lodging

An Instructor shall receive a travel allowance for pre-approved travel in accordance with College policy.

0505 Tuition Grants

- A. Any Instructor may take any Bay College class or classes without charge for tuition with written permission of the appropriate administrator, provided that there is no conflict affecting the ability of the Instructor to perform his or her

teaching assignment. The use of this clause to increase enrollments for the purpose of having a "go" situation in a class shall be grounds for dismissal. This provision excludes directed study and independent study. Fees for workshops, seminars, and clinics are excluded from this provision.

- B. After an instructor has completed one full year of service as per Board Policy 510, Instructors who are currently teaching at least three (3) contact hours may have tuition charges for their spouse and/or dependent children under 24 waived at a pro-rated rate. During the Fall and Winter semesters the pro-rated rate will be determined by the number of contact hours they are teaching based on what is considered full-time in their division, but will be capped at 75%. During the summer session, a teaching load of three (3) contact hours or more will qualify for a half 50% tuition waiver. If the Instructor taught at least twelve (12) contact hours during the prior fall and winter semesters combined, and he or she applied to teach a class in the following summer but were not assigned a class, and he or she did not use his or her their tuition benefit in the prior fall or winter, then he or she shall receive a 50% tuition waiver in summer. Unused benefits under this section can be accumulated up to forty-eight credit hours (48) to be used at a later time while the Instructor is teaching for the College.

0506-0506.5 (Blank)

0506.6 Use of YMCA Facilities

Use of the YMCA facilities will be extended to Bay Instructors as per College Policy. Use of the YMCA facilities that are available to Bay employees, will be extended to retired employees also. When the YMCA begins charging the College for retirees' use, this benefit will be terminated, effective immediately.

0507 Outstanding Part-time Faculty Award

Each year one to three Instructors will be selected by a Selection Committee comprised of Association instructors in consultation with the appropriate administrators in charge.

A suitable award will be presented to the recipient(s) at the annual Awards Dinner.

0508 Office Space

The College will provide Instructors with appropriate office space, use of a computer and an e-mail account. Office space will conform to requirements of NCA and FERPA.

CONTRACTS-PAYMENTS

0600 (Blank)

0601 (Blank)

0602 Salary Payment

The salary of each Instructor shall be paid every other Friday. Pay shall be divided into nine (9) pay periods in the fall and winter semesters

0603.1-2 (Blank)

0603.3 Death of Instructor

If an Instructor dies while employed by the College, the spouse or beneficiary will receive pro-rated compensation and benefits for the portion of the contract completed by the Instructor.

0604 (Blank)

0605-0606 (Blank)

0607 Association Bulletin Board

The College shall provide space by way of a bulletin board conveniently located upon the Employer's premises for the posting by the Association of notices pertaining to Association business.

0608 Online Courses

- A. Class Size: All class size maximums will reflect the class size maximums as agreed upon in the Master Agreement for Full-Time Instructors.
- B. Course Development: If the appropriate administrator asks an Instructor to design and/or develop an online course, the developing instructor will be compensated a development fee. This fee (one time) will be equal to one-half (1/2) times the compensation normally

paid the instructor for the credit hours assigned to the course. All course materials shall become property of the College.

For example, for the development of a three (3) credit course, the instructor will be paid a one-time development fee of 1.5 X the instructor's rate.

0609 Team Teaching

Compensation and load assignments will be identified by the appropriate administrator before team-taught courses are offered.

0610 Independent/Directed Study/Low Enrollment

Instructors teaching an Independent/Directed Study or Low Enrolled Section will be paid a sum equal to the Delta County in-district tuition rate for the student. This payment shall be subject to only the normal deductions for income taxes, social security taxes, and instructor's share of MIP retirement.

A low enrolled course is one that has low enrollment and would have been cancelled, except the Instructor agrees to teach the class as scheduled for the Directed Study rate of pay. The instructor receives seniority contacts for teaching a low enrolled course. If the course gets enough enrollment, the low enrollment designation is removed from the course and the Instructor is to be paid the normal contact hour rate.

0611 Special Compensation Arrangements

When both the College and Instructor are in agreement, alternative arrangements can be made between the instructor and the appropriate administrator. These can include, but not limited to, teaching two courses at once, a modified directed study rate or other special projects. All such arrangements should be reported to the appropriate administrator and the Association President before the beginning of a semester when practicable.

0612 Co-ops and Internships

Payment to Instructors for co-ops and internships will be equal to the Delta County in-district tuition rate for those internships and co-ops.

Instructors will monitor student activity and progress in these courses through frequent contact with the students and site supervisors.

0700 Duration of Agreement

This agreement shall be effective as of the 1st of July, 2016 and shall continue in effect until midnight on the 17th day of August, 2018.

Any adjustment to the salary scale will be effective upon ratification of this Agreement and shall be consistent with the terms of Public Act 54 of 2011.

0700.1 Further Agreement

It is agreed that bargaining for the Agreement which shall replace this Agreement shall commence no later than January 15, 2018. However, this shall not preclude the rights provided for in Section 0400 of this Agreement.

0800-0900 (Blank)

SEMESTER CONTACT HOUR RATE FOR INSTRUCTOR

	First date of Fall Semester 2016-2017	First date of Fall Semester 2017-2018
1-32 hours accumulated Bachelors highest degree	\$567	\$567
1-32 hours accumulated Masters or higher degree OR 33-99 hours accumulated Bachelor's highest	\$638	\$638
33-99 hours accumulated Masters or higher OR over 100 hours Bachelors as highest degree	\$700	\$700
Over 100 hours accumulated with Masters or higher degree	\$737	\$737

1000.1 Instructors substituting in assignments up to and including one week of duration shall receive the basic rate of pay at the substitute's rate. The hourly rate of pay is determined by dividing the substitute's rate by 16.

"The entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011, P.A. 4."

GRIEVANCE NO. _____
BAY de NOC COMMUNITY COLLEGE

Distribution of Copies:
Administration

GRIEVANCE REPORT

Association

(Complete in Triplicate)

Instructor

Name of Grievant	Duty Assignment	Date Filed

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

Clause of Contract Alleged to be violated _____

Settlement Desired _____

Signature of Grievant _____ Date _____

Disposition of Grievance by appropriate administrator

Date _____ Signature of Administrator _____

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

Disposition of Grievance by President or Designee

Date

Signature of President

Disposition of Grievance by College

Date

Signature of Secretary of the Board of Trustees

Disposition of Grievance by Arbitrator

Date

Signature of Arbitrator

EQUAL OPPORTUNITY STATEMENT

It shall be the policy of the Bay de Noc Community College Board of Trustees to assure the provisions of equal opportunity and equal access in educational acts. These provisions apply in all areas of employment, student services, and instructional programs. Discrimination because of, any legally protected status, which includes but is not limited to, race, color, religion, creed, gender, national origin, political affiliation, age, height, weight, disability, marital or veteran status, is prohibited.

Questions concerning Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender, should be directed to:

Vice President of Finance & Bay College West
Bay de Noc Community College
2001 North Lincoln Road
Escanaba, MI 49829-2511
906-217-4023

Inquiries related to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability, should be directed to:

Director of Human Resources
Bay de Noc Community College
2001 North Lincoln Road
Escanaba, MI 49829-2511
906-217-4049

Adopted by the College on September 17, 2008.

SIGNATURE PAGE

BOARD OF TRUSTEES

Philip L. Strom
Chairman of the Board Date

Tom Smith
Chief Negotiator Date

James L. Hermans
Vice-Chair of the Board Date

Joy E. Hopkins
Secretary of the Board Date

William W. Lake
Treasurer of the Board Date

Thomas L. Butch
Member of the Board Date

Eric L. Lundin
Member of the Board Date

Thomas R. England
Member of the Board Date

INSTRUCTOR ASSOCIATION

Laurie Johnson
President Date

Negotiations Committee Date

Negotiations Committee Date

Negotiations Committee Date

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