



ALPENA COMMUNITY COLLEGE FACULTY COUNCIL

Michigan Education Association/National Education Association

ALPENA COMMUNITY COLLEGE BOARD OF TRUSTEES

2014-2018 MASTER AGREEMENT

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ARTICLE 1

PREAMBLE

Whereas Alpena Community College Board of Trustees has a statutory obligation, pursuant to the Public Employment Relations Act (PERA), Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its professional/instructional personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

Now, therefore, the parties agree as follows:

ARTICLE 2

AGREEMENT

2.1 Parties, Nomenclatures and Signatories

2.1.1 This Agreement is entered into by and between the Alpena Community College Faculty Council, Michigan Education Association (MEA) - National Education Association (NEA), hereinafter called the "Faculty Council," and the Alpena Community College, hereinafter called the "Employer."

2.1.2 In addition, hereinafter, the term "Employee" will refer to all personnel in the bargaining unit represented by the Faculty Council. Other nomenclatures will be used to identify specific representatives within the bargaining unit when appropriate to the context or application of those portions of the Agreement.

2.1.3 Included in these nomenclatures, "Faculty" will be used to refer to those members for whom a majority of their duties are comprised of classroom teaching and instruction. "Professional Staff" will be used to refer to those members for whom a majority of their duties are comprised of work outside of instruction.

2.1.4 Other nomenclatures will be used to identify specific representatives of Alpena Community College as Employer when appropriate to the context of application of those portions of the Agreement. The signatories will be the sole parties to this Agreement.

2.2 Full and Complete Commitments and Amendments

This Agreement constitutes the full and complete statement of commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

2.3 Inconsistent Rules

This Agreement supersedes any rules, regulations or practices of the Employer that are contrary to or inconsistent with its terms.

2.4 Conflict with Laws

2.4.1 If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees or the Employer shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

2.4.2 The parties will attempt to renegotiate any provision of this Agreement that is found to be contrary to law. Any provision of this Agreement that is found to be contrary to law, but becomes legal during the life of this Agreement, will take immediate effect as soon as permitted by law.

2.5 Terms and Conditions

2.5.1 Any statement of salary and/or working conditions between the Employer and an individual Employee heretofore executed will be subject to and consistent with the terms and conditions of this Agreement. Any statement of salary hereafter executed will be in the form provided in Article 13, Employee Compensation, and will be expressly made subject to and consistent with the terms of this Agreement.

2.5.2 The Faculty Council will immediately be provided with a copy of any base salary or assignment change at the time such statement is issued to an Employee.

2.6 No Strike

The Faculty Council will not engage in strike action against the Employer during the life of this Agreement.

2.7 Mutual Gains Commitments

A cross-constituent committee will meet at least twice a semester to provide a mechanism to maintain communication and to discuss and evaluate issues using methods developed in mutual gains training, regarding but not limited to upholding this agreement, sharing information, and reinforcing strategic planning and budgeting of the College resources based on data that concerns the health and financial viability of the College. Members shall include representatives of the joint negotiation and data team. The committee's role is advisory in nature.

ARTICLE 3

RECOGNITION

- 3.1** The Alpena Community College Board of Trustees recognizes the Alpena Community College Faculty Council MEA-NEA as the sole and exclusive bargaining agent for all Employees assigned more than eight (8) equated hours per semester including librarian, learning skills center professional staff, professional student services personnel, and appropriate grant positions, whether these Employees are assigned, on leave or layoff.
- 3.2** Excluded from the bargaining unit are all personnel in other bargaining units and those whose positions are administrative within the meaning of PERA.
- 3.3** Persons excluded from the bargaining unit by the previous paragraph, but who are assigned more than eight (8) equated hours of bargaining unit work, are included in the bargaining unit for that portion of their assignment.

ARTICLE 4

AGENCY STATUS

4.1 Membership Status and Payroll Deduction

It is agreed that any Employee covered by the terms of this Agreement may voluntarily join the Faculty Council by completing the membership application and submitting it to the Faculty Council Treasurer.

Within thirty (30) days of the beginning of employment, the Employee may sign and deliver to the College Human Resources Department an assignment authorizing deduction of membership dues. Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Monies so deducted shall be remitted to the Faculty Council, or its designee, no later than twenty (20) days following deduction.

Pursuant to such authorization, the Human Resources Department shall make a deduction from the Employee's paycheck in the first pay period of each of the first nine (9) months that the authorization is in effect. The amount of the deduction shall be determined by the Faculty Council each year. In order to cancel any deduction, the Employee must give written notice to the Human Resources Department that the authorization is revoked. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Department of Human Resources.

4.2 Hold Harmless

The Faculty Council agrees to indemnify and save the Employer, its employees, agents, administrators and Trustees harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs and attorney fees that may arise out of, or by reason of, action taken by the Employer, or any of its employees, agents, administrators or Trustees, for the purpose of complying with this Article, provided:

- a. The Employer gives timely notice of such action to Faculty Council, and
- b. The Employer cooperates with the Faculty Council and its counsel as required by law, and

- c. The Faculty Council shall have complete authority to compromise and settle all claims which it defends under this section.

4.3 Notification

The Treasurer of the Faculty Council will be notified at the time that new Employees are hired and assigned responsibilities by the Employer.

ARTICLE 5

NEGOTIATION PROCEDURES

5.1 Financial Information

The Employer will make available to the Faculty Council upon its request such statistics and financial information related to Alpena Community College and in possession of the Employer as are necessary for the negotiation of collective bargaining agreements, as well as records in possession of the Employer which may be necessary for the Faculty Council to process any grievance.

5.2 Negotiating Representatives

Neither party will have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the college district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board of Trustees and by a majority vote of those members of the Faculty Council voting in accordance with Faculty Council By-Laws. The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations, subject only to ultimate ratification.

5.3 Recognition of Resource Person

The Board of Trustees will recognize a designated member of the Faculty Council to act as a resource person to the Board of Trustees on questions which arise concerning agenda items.

5.4 Copies of Agreement

A copy of this Agreement will be provided at the expense of the Employer to each Employee. Further, the Employer will furnish twenty (20) copies of this Agreement to the Faculty Council for its use.

ARTICLE 6

EMPLOYER RIGHTS

The Employer is hereby recognized to retain all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, promote and maintain discipline and efficiency of Employees, and the right to discharge, demote, layoff or discipline for cause, subject to the terms of this Agreement, is recognized by both the Faculty Council and the Employer as the proper responsibility and prerogative of the Employer.

ARTICLE 7

EMPLOYEE RIGHTS

7.1 Legal Rights

7.1.1 The College recognizes that Employees have certain rights and privileges under state and federal law. The Employer also recognizes rights and privileges in its personnel policies. Nothing in this Agreement is intended to impair those rights and privileges and the rights of citizenship.

7.1.2 Employees shall be free from administrative and institutional censorship and discrimination against Employees on the basis of race, creed, color, sex, age, religion, marital status, national origin, gender, citizenship status, genetic information, political status, marital status, familial status, height, weight or disability in compliance with federal and state statutes and regulations that pertain to non-discrimination in employment.

7.1.3 Every Employee shall have the protection of all rights pursuant to PERA, Act 379 of the Public Acts of 1965; that it bargain in good faith and will not discriminate against any Employee with respect to hours, wages, or any other terms of employment because of his/her participation in Faculty Council, collective bargaining, or negotiations with the Employer or his/her initiation of any grievance complaint.

7.1.4 The parties acknowledge and understand that the legal rights of Section 7.1 are subject to enforcement and legal action as provided by law but are not contractual in nature and are not subject to the grievance procedure set forth in this Agreement.

7.2 Personnel Files

Employees shall have the right upon request to see the contents of their own personnel file, excluding confidential letters of recommendation concerning hire. The personnel file will be the only repository of professional record. Except for routine personnel records, no materials shall be added to a personnel file unless the Employee is notified of such additions and has the opportunity to sign with right to attach rebuttal. The Employee will be given an opportunity to examine the materials and will have an opportunity to add a reply in writing for insertion in their personnel file. No additional materials shall be included in the Employee's personnel file without due process.

7.3 Academic Freedom

Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to Employees, and no special limitations will be placed upon study, investigation, presentation, and interpretation of facts and ideas.

7.4 Student Opinion Surveys

As the basis for student feedback and course critique, Employees will conduct Student Opinion Surveys in at least one (1) class/professional staff activity each semester using a standard evaluation instrument, Appendix I. Student Opinion Survey data shall be considered when developing the Self-Authored Assessment Plan per Article 10.2.3. Student Opinion Surveys may not be used as a source of disciplinary action. Completed surveys of individual Employees are the property of the non-probationary Employee and are subject to his/her sole control.

7.5 Intellectual Property Rights

Intellectual property means original works of authorship or creation fixed in any tangible medium of expression, now known or later developed. Intellectual property created, made, or originated by an Employee on his/her own equipment and own time shall be the sole and exclusive property of the Employee. The Employer seeks no right of ownership, unless the Employee chooses to transfer such property, in full, or in part, to the College in the form of a signed agreement.

7.6 Rights of Due Process and Just Cause

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

The specific grounds forming the basis for disciplinary action, other than an initial formal verbal warning, will be made available to the Employee and the Faculty Council in writing. Due process and just cause will not apply in the dismissal of a probationary Employee.

7.6.2 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

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

7.6.4 Discipline or discharge related to inadequacies observed in an Employee's professional work with students must be preceded by:

- a. Observation of such inadequacies must be documented and occur more than once.
- b. Written direction that the Employee must improve with a definition of the consequences of failure to do so.
- c. Opportunity for the Employee to make improvements.
- d. Appropriate assistance from the Employer's resources to aid the Employee in his/her improvement.

7.7 Disciplinary Action Based on Professional Evaluations of Non-Probationary Employees

7.7.1 The evaluation of an Employee for disciplinary purposes will be conducted openly and only with his/her knowledge. The removal from assignment, reprimanding, discipline or dismissal from employment of an Employee as a result of evaluation proceedings must be in accordance with this Article.

7.7.2 An Employee who receives an unfavorable evaluation may at his/her discretion obtain an evaluation by another person or persons of his/her choice, provided that no cost is incurred by the Employer to obtain such supplemental evaluators. The report of any evaluator chosen by an Employee will, if he/she so chooses, be attached to the personnel file copy of the unfavorable administrator's report at the time the Employee elects this option.

7.7.3 Anonymous (source unknown), unsubstantiated or hearsay statements critical of an Employee may not be used to initiate, support or continue any evaluation or disciplinary action against an Employee.

7.7.4 Information obtained by means or procedures inconsistent with this Agreement may not be used as a basis for removal from assignment, reprimand, discipline or dismissal.

7.7.5 In the event a non-probationary Employee believes his/her evaluation procedure, content, conclusions and/or consequences are inconsistent with the provisions of this Agreement, arbitrary, capricious, or without just cause, he/she may grieve for redress using the steps provided in Article 17, Grievance Procedure.

7.8 Selection of President and Chief Officers

Faculty Council representatives may be involved as appropriate in the selection process for the appointment of the College President and Chief Officers whenever such a position is vacant or a successor is selected for an incumbent.

7.9 General Working Conditions

General working conditions affecting the ability of Employees to meet the provisions of this Agreement will not be substantially altered by the Employer without prior negotiations with the Faculty Council.

ARTICLE 8

DEPARTMENTAL STRUCTURE AND CHAIRPERSON RESPONSIBILITY

8.1 Department Structure

Employees will be assigned to one of six departments, each with its own chairperson. A departmental assignment does not limit an Employee's right nor the Employer's right to accept or be assigned responsibilities in another department, subject to the terms of this Agreement. Departments will be defined as follows:

8.1.1 Industrial Technology Department - Including the Following Programs:

- Industrial Electrical Apprentice
- Apprentice Millwright
- Auto Body Repair
- Automotive Service and Repair
- CAD/CAM, Advanced
- Computer Integrated Machining Technology
- Computer Aided Drafting and Design
- Engineering Technology
- Concrete Technology
- Customer Energy Service
- Electrical Maintenance Technician
- Industrial Sales
- Manufacturing Technology
- Marine Technology
- Millwright Technician
- Utility Technician
- Utility Technology
- Welding Fabrication

8.1.2 Professional Occupations Department - Including the Following Programs:

- Accounting
- Business Administration
- Business Information Systems
 - Administrative Assistant
 - Executive Assistant
 - Medical Information Specialist
 - Medical Coder and Biller

- Medical Transcriptionist
- Office Assistant
- Office of Information Technology Specialist
- Business Management
- Computer Information Systems
- Computer Science
- Corrections
- Corrections Officer
- Criminal Justice
- Law Enforcement
- Marketing
- Medical Assistant
- Network Administration
- Small Business Management

8.1.3 Nursing, Health and Human Services Department - Including the Following Programs:

- Advising (including Talent Search)
- Counseling
- Nursing (including Pre-Nursing, Nursing Level I and Nursing Level II)
- Physical Education/Health
- Physical Therapist Assistant (Cooperative Program)

8.1.4 Language, Arts and Humanities Department - Including the Following Programs:

- Art
- English
 - Master Student Courses
 - Reading Courses
- Foreign Languages
- Graphic Design
- Humanities
- Journalism
- Philosophy
- Religion
- Speech
- Music
- Performing Arts

8.1.5 Mathematics and Sciences Department - Including the Following Programs:

- Biology
- Chemistry
- General Sciences
- Mathematics
- Natural Science
- Physics
- Pre Engineering
- Pre Dental
- Pre Medicine
- Pre Medical Technology
- Pre Veterinary
- Pre Pharmacy

8.1.6 Social Sciences Department - Including the Following Programs:

- Anthropology
- Economics
- Education-Elementary
- Education-Secondary, Vocational
- Geography
- History
- Political Science
- Pre Law
- Psychology
- Social Work
- Sociology

8.2 Placement of Programs

Programs within a department will be those as registered by the Curriculum Committee, listed by the Registrar's office, and as published in the College Catalog/Handbook. Placement of additional, new and revised programs within the department structure will occur based on the recommendation of the Department Chairpersons and at the discretion of the Chief Academic Officer.

8.3 Department Chairperson

The Department Chairperson shall be the principle liaison between the administration and his/her Department. Department Chairpersons shall enforce College policies in the administration of their Departments so long as

such policies do not conflict with provisions of this Agreement. Department Chairpersons shall present Department recommendations on academic matters to the Chief Academic Officer. Though Department Chairpersons have administrative responsibilities as outlined in Section 8.6 below, they are not considered management.

8.4 Selection of Department Chairperson

The selection of Department Chairpersons will occur, as necessary, in the last month of the spring semester, or in the case of a vacancy in the position, upon selection, with a new Chairperson assuming his/her responsibilities immediately. The selection of the Department Chairperson will be made by majority vote of the department subject to the approval of the Chief Academic Officer. Disapproval by the Chief Academic Officer may be overridden by a three-quarter ($\frac{3}{4}$) majority vote of the members of the department. Each step of the procedure must be completed within two (2) weeks. An Employee with less than a full load in the department will have a pro rata vote based upon the ratio that the Employee's assigned hours in the department for the current academic year bear to thirty (30) equated hours.

8.5 Term of Office for Department Chairperson

A Department Chairperson shall be selected to serve for a period of three (3) years, and may be selected for succeeding terms of office. If, after a period of one (1) year the Chief Academic Officer determines that the Department and the College would be better served by a different Chairperson, a different Chairperson may be selected using the procedure set forth in Section 8.4, above.

8.6 Responsibilities of Department Chairperson

As requested by and in cooperation with the Chief Academic Officer, Department Chairpersons will assist in recruitment and hiring, scheduling, evaluation, curriculum review, student complaints, and budgeting. Department Chairpersons will hold a minimum of three (3) department meetings per semester for the purpose of preparing schedules and addressing curriculum issues. Department Chairpersons will meet collectively with the Chief Academic Officer at least three (3) times per semester to conduct College business.

Department Chairpersons may be assigned up to ten (10) additional days during the summer break by the Chief Academic Officer for department duties, including mid-summer advising and registration activities. These days shall include up to five (5) days at the time of mid-summer registration

and up to five (5) additional days to be distributed during the summer break. The schedule of additional days shall be determined during the last four (4) weeks of the spring semester by the Chief Academic Officer in consultation with the Department Chairpersons.

8.6.1 Recruitment and Hiring

In cooperation with the Chief Academic Officer, the Department Chairperson will recruit Employees and part-time Faculty, including participation in committees, to recommend and interview applicants for referral to the Chief Academic Officer and the College President. Concerning part-time Faculty, the Department Chairperson will make recommendations for assignment to the Chief Academic Officer. Department Chairpersons will have access to all applicants' files as maintained in the Human Resources Department, where necessary to perform these responsibilities.

8.6.2 Scheduling

Department Chairpersons will recommend to the Chief Academic Officer a fall, spring, and summer session academic course/section schedule, including recommended teaching assignments and section sizes for each Faculty member within their Department. The Chief Academic Officer shall review the recommendations and shall coordinate course/section schedules with other Departments in an effort to avoid conflicts, facilitate and insure availability to meet student needs.

The preliminary academic course/section schedule for each semester of the upcoming academic year will be provided to Department Chairpersons by the second (2nd) week of the academic year preceding the year which is the subject of the proposed schedule.

The timeline for building course schedules is provided in Appendix O and will be reviewed annually.

The parties shall continue to work toward the goal of providing a practical, cost-effective means by which Department Chairpersons can access a common database and input data directly during a prescribed time period in order to facilitate the recommendation and review process.

Before any academic course/section schedule is printed or published (including electronic publication), each Department Chairperson will

have at least two (2) weeks to preview the Preliminary Schedule and respond to the Chief Academic Officer with any concerns or proposed revisions. The Final Schedule shall be provided to the Department Chairpersons at least five (5) days prior to publication.

Department Chairpersons will review class enrollments along with the Chief Academic Officer at the time of registration to effect better placement of courses and sections offered.

8.6.3 Evaluation

Department Chairpersons will coordinate the Department evaluation process for probationary and non-probationary Employees, including part-time Faculty, according to the process defined in Article 10, Professional Evaluations, of this Agreement.

8.6.4 Curriculum Review

Department Chairpersons will serve as ex-officio members of the Curriculum Committee. They will help coordinate the development of new courses within the Department, including catalog descriptions, prerequisites and course outlines. They will conduct an annual review of departmental offerings and prepare necessary evaluations of their department's programs with recommendations for changes and deletions. They will submit all requested changes to the Curriculum Committee for discussion and approval/disapproval as may be appropriate.

8.6.5 Student Complaint

Department Chairpersons will act as intermediaries for student complaints related to Employees and shall consult the Student Handbook to determine the appropriate procedure, based on the nature of the complaint. If the Department Chairperson is unable to resolve a complaint, the Department Chairperson will refer the matter to the Chief Academic Officer. If the Department Chairperson is the accused, the student will address the matter with another Department Chairperson.

8.6.6 Budgeting

Department Chairpersons will assist in the preparation and administration of the dept. budget by coordinating dept. requests for instructional materials, supplies, facilities, and capital outlay.

8.6.7 Other Duties as Assigned

Other duties may be assigned as necessary so long as the duties assigned to any Department Chairperson do not exceed the equivalent of a full-time load, as defined in this Agreement.

8.7 Program Director

The position of Program Director may be established by the College where such position is deemed necessary or appropriate to meet specialized program needs, including, but not limited to, programs where licensing laws or regulations require that a program have a Program Director to enable students to qualify for State licensing examination.

8.8 Selection of Program Director

The selection of a Program Director shall be made by the Chief Academic Officer following consultation with the Department Chairperson. Employees have the right to decline the position.

8.9 Term of Office for Program Director

A Program Director shall be selected to serve for a period of three (3) years, and may be selected for successive terms of office. If, after a period of one (1) year the Chief Academic Officer determines that the program would be better served by a different director, a different director may be established.

8.10 Responsibilities of Program Director

Program Directors shall have such responsibilities as assigned, including the following:

- a. Oversee maintenance of program certification where necessary.
- b. Assist Department Chairperson with Academic Course/Section Scheduling for their program.
- c. Assist Department Chairperson with curriculum review and development.
- d. Facilitate budget development in conjunction with Department Chairperson for their program.

Program Directors may be assigned up to ten (10) additional days during the summer break for mid-summer advising, registration, and other program activities.

ARTICLE 9

CALENDARS, SCHEDULES, WORKLOADS AND ASSIGNMENTS

9.1 Instructional Calendar

Courses must be taught on dates either specified in the two-semester academic year calendar or mutually agreed upon by the Employer and Faculty Council. Community service courses taught on a "one-time-only" basis may be started at any time, but courses that are offered more than once are subject to the previous provision.

Employees may not be involuntarily assigned to teach courses that are scheduled at times other than those instructional days specified in the two (2) semester calendar of Appendix E.

The following provisions will apply to the calendars set forth in Appendix E:

- a. The workday may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
- b. When no specific courses are scheduled during established workdays, the scheduled workdays are to be used for self-directed work activities, unless a specific college-wide activity has been determined by the administration in consultation with the Faculty Council.

9.2 Instructional Make-up Time

Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the individual Faculty. Faculty will include the make-up time schedule in the class syllabus.

9.3 Off-Campus Break Schedule

When Faculty teach off-campus courses as part of their normal load, they shall follow the on-campus break schedules.

9.4 Professional Staff Calendar

- 9.4.1** The calendar for on-campus Professional Staff will not necessarily coincide with the Faculty work calendar, but will be determined by the Chief Academic Officer. For Professional Staff calendar purposes (excluding Talent Search), ten (10) days out of the normal academic year (fall and spring semester) may be assigned during the periods preceding and following the normal work calendar, excluding the six (6) or eight (8) week summer school sessions. The assignment of the days preceding the next academic year will be done by April 1.
- 9.4.2** For calendar purposes, off-campus Professional Staff assigned to the Talent Search grant may have an academic year of 170 days. The beginning and end of the academic year (fall and spring semesters) may be adjusted to coincide with the regular calendar of the high school being served. Professional Staff (Talent Search grant) will be available for College-wide meeting days and open meeting hours where it does not conflict with their regular job responsibilities.

9.5 Academic Course/Section Schedule

All courses will be scheduled according to Academic Schedule Time Matrix, Appendix F, in order to insure regular start times, efficiency and consistency in scheduling and coordination of course offerings across the curriculum. A common time of one (1) hour twice per week shall be reserved for meetings of the College, committees and/or the Faculty Council. Faculty shall be available for meetings during these times. The Academic Schedule Time Matrix is subject to revision based on the mutual agreement of the Employer and Faculty Council.

9.6 Faculty Workloads

9.6.1 Full-Time Faculty Workload

Time and service expected of a Full-time Faculty beyond classroom duty hours and customary professional meetings will be contained within a forty (40) hour week. Full-time Faculty will have a normal two-semester load within the academic year (fall and spring semesters) of at least thirty (30) equated hours, including a minimum load of twelve (12) equated hours each semester. Faculty members not able to meet the thirty (30) equated hour load during the fall and spring semesters may

fulfill their workload requirements during the summer semester immediately following or through an alternative assignment.

9.6.2 Part-Time Faculty

- a. Part-time Faculty within the bargaining unit will schedule office hours proportional to those of full-time Faculty and will assist in student advising.
- b. All part-time Faculty within the bargaining unit will share proportionally in all benefits.
- c. All Employees having a two-semester load for any academic year (fall and spring semester) of less than thirty (30) equated hours (including any released time granted by the Employer) shall be part-time employees within the bargaining unit, and shall receive a percentage of full salary and benefits calculated by dividing the Employee's annual load by thirty (30).

9.6.3 Equated Hours

- a. Equated hours are calculated in the following manner:

Lecture and Recitation	1 to 1
ITV/Online/Hybrid	1 to 1
Scheduled Labs	1 to 1
Nursing Clinical Supervision	1 to 1*
Certificate Programs (Adult)	1 to 1
Fitness Labs	1 to 1
Auto Body	1 to 1

*Nursing Faculty Members shall have the first right of refusal on all clinical nursing assignments. Clinical nursing assignments which are not accepted by Nursing Faculty Members shall be assigned to non-Faculty clinical nursing personnel. Such clinical Nursing personnel are excluded from the bargaining unit and shall not become included in the bargaining unit solely on the basis of the number of equated hours of clinical nursing supervision, the provisions of Article 3.3 notwithstanding.

- b. An Employee responsible for individual vocal or instrumental instruction will receive equated hours toward their load at a rate equivalent to 0.2 times the number of students assigned each semester (i.e., number of students x 0.2 = equated hours).
- c. An Employee responsible for independent study will receive equated hours toward his/her load for each student assigned to him/her at a rate equivalent to the number of equated hours for the course times 0.10 (i.e., number of students x hours for the course x 0.10). All independent study assignments shall have the approval of the appropriate Chief Academic Officer and the consent of the Employee.
- d. For purposes of this Agreement, “Hybrid” shall mean a class where at least fifty-one percent (51%) of the class time is on-line.
- e. If a Faculty member has a total of three hundred (300) student contact hours or greater in a single semester assigned to them as load, then that Faculty member will not be asked to teach one (1) of their sections for tenths (10ths) whether it is part of their regular load or overload.

9.7 Class Size

The size of classes in English Composition will be in close accord with a recommended average class of twenty-five (25) students while the class size in developmental classes (i.e., CSS 095, CSS 098, ENG 102, MTH 090) will be in close accord with a recommended average of seventeen (17) students. The total class size for ITV/On-line/Hybrid courses will be in close accord with a recommended average of twenty (20) students. The size of all other classes will not exceed thirty-five (35) students without prior approval of the Employee.

9.8 Office Hours

All Faculty will submit a minimum semester schedule of four (4) office hours weekly for student consultation to the Chief Academic Officer within the first (1st) week of classes each semester. Office hours will be posted on office doors and course syllabi. Office hours will be spread over the weekly schedule as uniformly as possible in at least increments of thirty (30) minutes and not during the Common Hour. Students and the Chief Academic Officer will be notified of any changes to scheduled office hours. In order to meet both

student and institutional needs, office hours should change only under extenuating circumstances.

Summer Faculty shall be available for consultation with students and schedule office hours as determined by the Faculty member in cooperation with his/her students.

9.9 Examinations

A final examination may be given, but is not required. If an examination is not given during the examination period as scheduled by the calendar, the class must meet at the time specified in the final examination schedule.

9.10 Academic Advising

Students admitted to the College shall be immediately assigned a Faculty member who shall serve as an Academic Advisor to the student for the duration of their program of study at the College or until their declared program of study changes. Assignment of Academic Advisors shall be in close accord with declared program(s) of study and Faculty association with such program(s). Faculty members will be assigned specific programs of responsibility and a list of Academic Advisors for specific programs will be maintained by the Admissions and Registrar offices in close consultation with the Department Chairpersons, Program Directors, Chief Academic Officer and Faculty Council. The list of Academic Advisors for each program of study will be published and distributed to Faculty Council members by the Chief Academic Officer at the beginning of each academic year.

Academic Advising shall include a shared responsibility for Transfer Advising along with Professional Staff (e.g. Counselors). The Director of Admissions and Registrar may provide Academic Advising during summer and breaks when Faculty are not on campus with e-mail notification of such effect to the assigned Academic Advisor. Formal orientation to Academic Advising will be provided to new Employees upon hire and continuous refresher opportunities will be afforded Employees on an as needed basis.

9.11 Registration

Employees will participate in the registration, orientation, and enrollment of students during regularly scheduled workdays (exclusive of summer school) except when professional academic duties prevent such participation and prior approval has been given by the Chief Academic Officer.

9.12 Professional Development/Organization Participation

- 9.12.1** In recognition of the importance of Employee involvement, Employees are encouraged to participate in professional development activities, summer orientations, college committees, search committees, mentorships, internships, recruitment activities, and community service activities and events.
- 9.12.2** When the Employer, in its sole discretion, determines that funds are available to do so, the Employer will provide support to Employees seeking professional development opportunities. Such professional development may include, but is not limited to, the following avenues:
- a. Tuition free courses
 - b. Advanced training
 - c. Conferences, workshops and seminars
 - d. Research and publications
 - e. Emphasis on Learning grants
 - f. Endowed Chair (e.g. Great Teacher Seminar, lectures, etc.)
 - g. Training for On-line course development
 - h. Peer Reviews and Mentoring
- 9.12.3** Employees are encouraged to participate in conferences and hold office in professional organizations. Upon written request to the appropriate Chief Academic Officer or the President, released time may be granted for such participation. Expenses authorized by the appropriate Chief Academic Officer or the President will be paid according to the College's policy on travel reimbursement, if said Employee is not otherwise reimbursed.
- 9.12.4** Employees selected by the Faculty Council will be released for Association business during the year subject to the Faculty Council's confirmation that a qualified Faculty member will cover the assignment, and upon approval of the Chief Academic Officer.

9.13 Faculty Mentorship

A Faculty Mentor shall be assigned by the Chief Academic Officer, in conjunction with the Department Chairperson's recommendation, for all

newly hired Employees for the duration of the first semester of employment. Faculty Mentor shall provide the following services:

1. Provide a general introduction to the staff and facilities upon hire and prior to start-up week.
2. Conduct one (1) professional evaluation per Article 10.
3. Provide continuous review of syllabi and teaching materials.
4. Conduct a general discussion on the challenges of teaching.
5. Train for advising during pre-semester and mid-semester registration periods.
6. Provide an informal mid-semester review.

Each Faculty Mentor will receive a two hundred dollar (\$200.00) stipend, provided the service is fulfilled.

9.14 Overload

Overload beyond eighteen (18) equated hours in the fall semester and thirty-two (32) equated hours in the academic year may be assigned with the consent of the Employee. Overload may not infringe on another full-time Employee's load requirements. If overload is available, College-wide seniority of full-time Employees will determine rights of first choice assuming the Employee is highly qualified.

9.15 Released Time and/or Grant Work

- 9.15.1** Employees have the right to refuse any released time and/or grant work assignment.
- 9.15.2** Released time and/or grant work will constitute teaching hours as set forth in this Article. Part-time Employees in the bargaining unit may be offered additional work under the provisions of this released time/grant section.
- 9.15.3** Employees who leave a released time and/or grant position will be guaranteed the right to return to their prior position subject to the layoff/recall provisions of this Agreement.
- 9.15.4** All grant applications, continuations or revisions of grants that affect the wages, fringe benefits, or working conditions of an Employee will be reviewed by the Faculty Council prior to the submission of the grant or before the implementation of any change.

- 9.15.5** In cases where state, federal or private grant regulations or requirements conflict with this Agreement, special consideration may be needed to protect Employees' rights and yet not impede the Employer's ability to accomplish the goals and objectives of the grant. In these cases where Employees are affected, the designated representatives of the Employer and the Faculty Council agree to meet and confer before any provision of the grant is re-written or changed.
- 9.15.6** Employees hired after August 22, 1991 for a position funded by a grant(s), will have seniority as defined in Article 16, Seniority, Layoff, Recall, accrue only within the grant(s) for purposes of layoff, reduction of staff and recall, unless the Employee is assigned during the term of the grant(s) to responsibilities or a teaching assignment outside the grant(s).

9.16 Professional Staff Workloads

- 9.16.1** Professional Staff in the Nursing, Health and Human Services Department (except those in the Talent Search) follow the normal 161.5 day calendar. Professional Staff in the Nursing, Health and Human Services Department (except those in Talent Search) who are asked to teach a class, work hours in addition to their normal thirty-five (35) hour work week or days beyond the normal 161.5 day calendar will do so only with appropriate compensation and upon mutual agreement between the Employee and Chief Academic Officer.
- 9.16.2** Professional Staff (except those in the Talent Search) who work in excess of thirty-five (35) hours in a week will be given the excess time as compensatory time off at a time agreed upon by the Professional Staff and his/her supervisor, if the Professional Staff is working the 161.5 day calendar.
- 9.16.3** Professional Staff in the Nursing, Health and Human Services Department (except Talent Search Grant) may be assigned (during the first week of classes) student services duties of up to thirty (30) additional work days, fifteen (15) of which may be assigned by their respective supervisor and the other fifteen (15) by mutual agreement.
- 9.16.4** In the event that a Professional Staff in the Nursing, Health and Human Services Department has not been assigned or offered the maximum number of additional contract days available,

he/she will be offered any appropriate assignment, if available, within a Department where the Employee is highly qualified.

- 9.16.5** Professional Staff in the Talent Search grant program who work in excess of thirty-two and one half (32.5) hours in a week will be given the excess time as compensatory time off at a time agreed upon by the Professional Staff and his/her supervisor, if working the 170 day calendar.
- 9.16.6** The equated hours which correspond to a non-teaching assignment for Professional Staff in released time/grant work is one (1) contact hour equals 16/35 (if working the 161.5 day calendar) while Talent Search grant program is one (1) contact hour equals 16/32.5 equated hours (if working the 170 day calendar).
- 9.16.7** The above referenced hours do not apply to part-time unit members.
- 9.16.8** Talent Search Technicians may be assigned up to ten (10) additional days during their normal academic year by the Talent Search Director.
- 9.16.9** Days assigned in addition to the normal two (2) semester load within the academic year (fall and spring semesters) will be assigned by the end of the first week of classes for each semester. Additional days outside of the normal academic year will be assigned by April 1. Professional Staff assigned additional days outside the normal academic year may select at least three (3) consecutive weeks during the summer when no additional days may be assigned.

9.17 Assignment

Employees will not without good reason and consent be assigned responsibilities outside his/her education, training and/or experience. During the first semester of any assignment outside his/her education, training and/or experience, an Employee will be informally evaluated and may be formally evaluated in succeeding semesters.

9.18 Evening Classes

Employees assigned an evening class which begins after 6:00 p.m. as part of their normal load will not be assigned, without their consent, a class prior to 9:00 a.m. on a morning after teaching an evening class.

9.19 Out-of-District Assignments

Employees will not be assigned duties at any location out of the College district without their consent and Internal Revenue Service mileage reimbursement. Employees assigned to Huron Shores campus will not be assigned duties off campus without their consent and mileage reimbursement based on the I.R.S. mileage rate.

9.20 Saturday Classes

If an Employee is assigned Saturday classes, such classes will be followed by two (2) consecutive calendar days that are free of classes for the affected Employee, unless he/she gives his/her consent otherwise.

9.21 Interactive Television (ITV)/Online/Hybrid Course Assignments

9.21.1 Employees will not without good reason and consent be assigned teaching responsibilities for an ITV/Online/Hybrid course. During the first semester of an assignment to an ITV/Online/Hybrid course, the peer review process of evaluation for non-probationary Employees will be used.

9.21.2 Full-time Faculty possessing an area related degree and experience will be offered the initial opportunity to develop and instruct ITV/Online/Hybrid courses when they are qualified to do so, all as determined by the Chief Academic Officer. If a full-time Faculty member does not possess the necessary qualifications or declines the opportunity to develop and/or teach an ITV/Online/Hybrid course, and if the Employer desires to develop the course, the opportunity will next be offered to qualified part-time Employees within the bargaining unit. If no part-time Employee within the bargaining unit is qualified or if he/she declines the opportunity, the Employer may then offer non-bargaining unit personnel the opportunity.

9.21.3 Initial and ongoing training in the use of ITV/Online/Hybrid systems will be made available during the academic year (Fall and Spring semesters) at no cost to Employees.

9.22 Interactive Television (ITV) Courses

- 9.22.1** When scheduling permits, the Employee will originate a minimum of four (4) class sessions of the ITV course from the remote site.
- 9.22.2** Employees will not be responsible for setting up, operating, maintaining, transporting, or dismantling equipment.
- 9.22.3** No Employee will have his/her work load reduced as a direct result of an ITV course if each site of the ITV course meets the minimum enrollment criteria to be offered as a regularly scheduled course.
- 9.22.4** Videotapes made of an ITV course may be used only at an instructional site for make-up work for students currently enrolled in a section of that ITV course.
- 9.22.5** The Employer will provide trained facilitators at the remote site during each broadcast of an ITV course to assist the Employee as needed.

9.23 Development of New Courses and Programs

When a Faculty member with prior approval of the Chief Academic Officer develops a new course and/or academic program (a new course and/or academic program that is not listed in the College taxonomy), the Employee developing the course will be granted release time equal to the contact hours of the assigned course and/or half a full time load for one (1) semester for a program(s). The release time will be granted in the semester prior to and/or during the semester of implementation of the course and/or program.

9.24 Summer Session

- 9.24.1** On-campus summer session courses will normally be scheduled for a six-week period; however, summer session courses may be offered over a different time period, provided that the assigned Faculty member and the Chief Academic Officer agree on the date change.
- 9.24.2** An Employee desiring summer teaching assignment will notify by December 1 indicating the courses he/she wishes to teach.

- 9.24.3** Commitment for all course assignments will be assumed if a course section has not been withdrawn from the official working schedule two (2) weeks prior to the start of the summer courses scheduled unless the Employee and the administrative representative mutually agree otherwise. Faculty scheduled to teach a summer course will be informed no later than two (2) weeks prior to the start time of the course as to whether the course will be held as advertised and compensated in tenths.
- 9.24.4** If an approved course for which a commitment is given does not materialize, the Chief Academic Officer will provide an equivalent assignment, if one is available. Acceptance of this alternate assignment is at the option of the Employee who will then be released from the commitment if he/she does not desire the assignment.
- 9.24.5** If an Employee is paid in tenths for a summer course, he or she may withdraw his or her commitment to teach up to one week before the first day of class.

9.25 Summer Co-op Faculty

Faculty members who teach Summer Co-op are expected to commit total working hours commensurate with equated hours for the course.

A Faculty work plan shall be developed by the Faculty member and submitted for approval by the Chief Academic Officer. The work plan shall contain minimally the following responsibilities:

- a. Coordinate on-campus interviews between interested Summer Co-op sites and students.
- b. Take appropriate measures to facilitate placement for all Summer Co-op students.
- c. Keep a current, updated list of all co-op placements.
- d. Maintain regular communication and follow-up with co-op students, employers, and the Chief Academic Officer.

9.26 Co-curricular Assignment

The assignment of co-curricular duties (see Appendix D) is the responsibility of the College President or his/her designee under the following guidelines:

- a. The decision of whether or not to fill a position, who is assigned to a position, or the removal of an Employee from a co-curricular position is exclusively reserved to the Employer.
- b. If possible, Employees will have their co-curricular assignments made by August 1 of each year if their duties are to begin during the first semester.
- c. Employees will have co-curricular assignments that begin during the second semester made as soon as possible, preferably by December 1 of each year.
- d. New hires will be notified of co-curricular assignments as soon as it is determined they will have the co-curricular duty.
- e. Employees may refuse a co-curricular assignment.

ARTICLE 10

PROFESSIONAL EVALUATIONS

10.1 Employee Evaluations

The Employee, Faculty Council and the Employer mutually recognize the importance and value of an Employee evaluation process focused on the professional development, effectiveness and improvement of instruction and student services. Each Employee, upon employment, or at the beginning of an instructional period when his/her responsibilities vary appreciably from those previously assigned, whichever is later, will be apprised in writing of the specific terms of his/her responsibilities. Employees will be informed of the specific criteria upon which they will be evaluated according to the provisions of this Article. Performance of an Employee's duties in release time and/or grant assignments shall be evaluated separately from the Employee's regular duties.

10.2 Evaluation Procedure for Non-Probationary Employees

Non-probationary Employee status acknowledges professional competence in the assigned discipline(s). Thereafter, evaluations shall be for the purpose of assessing the effectiveness of the Employee's activities aimed at maintaining or enhancing his/her competence. The emphasis by the Employer shall be on maintaining and/or enhancing this competence to serve the best interest of the College and its students.

10.2.1 Peer Consultations

- a. Two (2) peer consultations by two (2) non-probationary Employees, both of whom are approved by the Chief Academic Officer, shall be completed every three (3) years. The reviews will be conducted openly and only with the knowledge of the Employee. The reviews shall be based on the direct observation of Employee and student interaction in the classroom, laboratory, and/or other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes, and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and counseling may be factors in the evaluation process.

- b. As an alternative, the Employee may substitute one (1) of the peer consultations with a Reverse Peer Consultation. A Reverse Peer Consultation is conducted by identifying one (1) Peer Mentor, approved by the Chief Academic Officer, who agrees to participate using the Reverse Peer Consultation Form, Appendix H. The Peer Mentor will model effective pedagogical techniques in the classroom, laboratory, and/or other assigned locations where the Peer Mentor's duties are performed. Course syllabi, examinations, quizzes, and other appropriate materials used in performance of the Peer Mentor's assignment will be available. The observing Employee will prepare a brief summary of the observations using Appendix H.
- c. The Peer Consultation and/or Reverse Peer Consultation forms shall be completed in the same semester as the evaluation occurred and submitted to the Chief Academic Officer and the Employee being reviewed within two (2) weeks of being completed.

10.2.2 Administrative Conference and Evaluation

Every three (3) years concurrently with the Peer Consultations, a two part administrative evaluation shall be conducted openly and only with the knowledge of the Employee in the following manner:

- a. A group meeting of all Employees being evaluated during a given academic year shall be held during start-up week. During the meeting Employees will be notified of the times and dates of the evaluations and provided a copy of the criteria to be used for the evaluations (Appendix K).
- b. The first part of the evaluation will be based on observation by the Chief Academic Officer of Employee and student interaction in the classroom, laboratory, services and other assigned duties of the Employee. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment may be used as factors in the evaluation process.

- c. The second part of the evaluation will consist of a direct discussion with students by the Chief Academic Officer conducted during a regular class period outside the presence of the Employee using Appendix J. A Faculty Council member chosen by the Employee shall be present.
- d. A written administrative report shall be prepared by the Chief Academic Officer following the two part evaluation process and shall describe the Employee's strengths and areas for growth. The written report shall be completed within two (2) weeks following completion of both parts of the evaluation. The Employee will be given a copy of the report for review and opportunity to discuss the report with the Chief Academic Officer. Faculty Council representatives may be present at this meeting if the Employee chooses.
- e. The administrative report will be signed and dated by the Employee indicating that he/she has read the report; it does not indicate concurrence with the report or its conclusions or recommendations. A copy of the signed and dated report will be provided to the Employee.
- f. An Employee has the right to attach a written reply to the administrative report. Evaluation proceedings, resultant observations, reports and any Employee response will be retained in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.
- g. If the provisions of this subsection 10.2.2 are not completed, a statement that no administrative evaluation was completed will be placed in the Employee's file and the Employee will be scheduled for evaluation during the next evaluation cycle on a three (3) year rotation.

10.2.3 Self-Authored Assessment Plan

A Self-Authored Assessment Plan, including a thorough consideration of strengths and areas for growth based on feedback from the peer consultations, student opinion surveys, administrative evaluations and other college activities should be included and submitted to the Chief Academic Officer and the

Department Chairperson at the end of the semester in which the evaluations are conducted. The Self-Authored Assessment Plan shall be filed in the Employee's personnel file. The Self-Authored Assessment Plan will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others. The Chief Academic Officer may exercise the option of conducting a follow-up conference after receipt of the Self-Authored Assessment Plan.

10.3 Evaluation Procedures for Probationary Employees

Employees shall be considered probationary Employees for their first two academic years and assigned a Faculty Mentor for their first semester.

10.3.1 Probationary Evaluations

Evaluations shall be conducted each semester for the duration of a probationary period. The evaluation shall be conducted by two (2) non-probationary Employees each semester. The Department Chairperson and the Faculty Mentor shall serve as two (2) of the four (4) evaluators in the first year of probation. All other Employees conducting evaluations shall be approved by the Chief Academic Officer as recommended by the Department Chairperson. All evaluations shall be conducted using the Peer Consultation Form, Appendix G. The reviews will be conducted openly and only with the knowledge of the probationary Employee. The consultation shall be based on the direct observation of Employee and student interaction in the classroom, laboratory, and other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and counseling may be factors in the evaluation process. The evaluations shall be completed between the fourth (4th) week and the twelfth (12th) week. Completed evaluations will be provided to the probationary Employee within two (2) weeks of completion.

10.3.2 Department Assessment

Prior to the end of the first, second and third semesters of employment, the Department Chairperson shall submit a written assessment of the probationary Employee's strengths

and weaknesses to the Chief Academic Officer based on the probationary evaluations and the Student Opinion Survey data submitted to the Department Chairperson at the end of each semester. Probationary Employees must conduct the Student Opinion Survey in all sections of each course of their assignment (Article 7.4). The Employee will be provided a copy of the Department Assessment and have an opportunity to challenge it in writing. The Employee may direct that his/her written challenge be attached to the assessment.

10.3.3 Self-Authored Professional Development Plan

A Self-Authored Professional Development Plan based on feedback from the Department Assessment shall be submitted to the Department Chairperson and the Chief Academic Officer by the probationary Employee on a specified date prior to the second, third and fourth semesters of probation. The plan should provide a clear reflection of strengths and areas of potential growth, emphasizing how such areas of growth will be addressed.

10.3.4 Department Recommendation

At the end of the third semester of probation the Department shall issue an internal memorandum to the Chief Academic Officer recommending continued non-probationary employment or discharge. The Department Recommendation shall be based on the consensus of those non-probationary Employees who conducted the evaluations.

10.3.5 Administrative Evaluations

- a. Probationary Employees will be evaluated in writing once during each semester by the Chief Academic Officer. The evaluation will be conducted openly and only with the knowledge of the Employee. An administrative evaluation will be based on direct observation of Employee and student interaction in the classroom, laboratory, services and other assigned duties of the Employee. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment may be used as factors in the evaluation process.

- b. A written administrative report shall describe the Employee's strengths and areas for growth within two (2) weeks following the evaluation. The Employee will be given a copy of the report for review and opportunity to discuss the report with the Chief Academic Officer. Faculty Council representatives may be present at this meeting if the Employee chooses. Each administrative report will be signed and dated by the Employee indicating that he/she has read the report; it does not indicate concurrence with the report or its conclusions or recommendations. The filed report shall not contain material not previously discussed with the Employee.
- c. An Employee has the right to attach a written reply to the administrative report. Evaluation proceedings, resultant observations, reports and any Employee response will be retained in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.

10.3.6 Administrative Recommendation for Non-Probationary Employment Status

Department assessments and recommendations will be considered by the Chief Academic Officer and the College President in forming their decision for continued employment. A probationary Employee who remains an Employee following successful completion of the probationary period shall be deemed a non-probationary Employee.

The Employer retains the exclusive right to discharge Employees during their probationary period, and such action as deemed appropriate by the Employer shall not be subject to the grievance procedure.

10.4 Evaluation Delegation

With respect to evaluation of Nursing Faculty, the Chief Academic Officer may, but is not required to, delegate to the Director of Nursing the duties of evaluation reporting, assessment and reporting as described in all subparagraphs of Sections 10.2 and 10.3.

ARTICLE 11

HOLIDAYS, BREAKS, LEAVES, ABSENCES

11.1 Holidays and Breaks

The number of days that Employees meet with students in a year are limited and, therefore, every effort should be made to preserve them. This contract assumes full service by Employees except for necessary absences and leaves as covered in this Agreement. Absences taken during the academic year, other than those for which provision has been made under this Agreement, are not permitted.

11.2 Unpaid Leaves of Absences

At the discretion of the Employer, leaves of absence may be granted for the following reasons: Childcare, President's Leave, Exchange, Writing, Travel, Study, Health and Sabbatical.

11.2.1 Childcare

- a. An unpaid leave of absence will be granted to any Employee for the purpose of caring for newborn or newly adopted children. An unpaid leave of absence may be granted for other childcare. The Employee must provide (except in emergency) thirty (30) calendar days notice of request for leave and indicate the anticipated length of the leave. The leave will not exceed one (1) year in length unless an extension is requested of and granted by the Employer.
- b. All rights and privileges possessed at the time of the leave will be maintained, but no additional benefits will accrue (Seniority or its equivalent, accumulated sick leave, points, etc.) and the Employee will return to the point on the salary schedule at which he/she left. An Employee is eligible for the available group insurance benefits provided proper payments are made by the Employee.
- c. An Employee must notify the Employer in writing of his/her intention to return from leave at least sixty (60) calendar days prior to the date of return. Failure to provide such notice will be the equivalent of a resignation. Upon return from leave, the Employee will be assigned to

his/her former position, or to another position for which he/she is qualified if his/her former position no longer exists or reassignments would be disruptive.

11.2.2 President's Leave

Upon the request of an Employee, other additional leaves may be recommended to the Employer by the President at his/her discretion. An Employee's written request must address placement in position upon return, seniority, accumulated sick leave, fringe benefits, salary schedule placement and any other matters of concern raised by the President. If the President recommends the leave, the President will set forth to the applicant and the Faculty Council President in writing the conditions under which the leave will be recommended to the Employer.

11.2.3 Exchange

- a. Employees may be granted a one (1) year leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish an Employee of like rank or level as determined by the Employer to fulfill the duties of the Employee who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment with the Employer.
- b. While on leave, the Employee will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.
- c. Notice of intention to return from leave must be sent in writing to the Human Resources Department at least ninety (90) calendar days before the end of the leave year. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the approaching deadline at least thirty (30) calendar days prior to the deadline.
- d. The Employee will be returned to his/her former position, or a vacant position within the field of his/her qualifications when he/she returns.

11.2.4 Writing, Travel, and Study

- a. At the discretion of the Employer, an unpaid leave of up to one (1) year may be granted to an Employee after completion of a satisfactory record of at least two (2) years continuous employment with the Employer, upon application, for the purpose of engaging in writing, travel, or study at an accredited college or university.
- b. While on leave, the Employee will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.
- c. Notice of intention to return from leave must be sent in writing to the Human Resources Department at least ninety (90) calendar days before the end of the leave year. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the approaching deadline at least thirty (30) calendar days prior to the leave deadline.
- d. The Employee will be returned to his/her original position or a vacant position within the field of his/her qualifications when he/she returns.

11.2.5 Health

- a. An Employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. Such extension of this leave may be granted only on the recommendation of the College President.
- b. While on leave, an Employee will maintain the same seniority he/she had at the time the leave started and will return to the point on the salary schedule at which he/she left.
- c. Notice of intention to return from leave must be received in writing to the Human Resources Department prior to

the end of the leave period or any extension. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the deadline for notice at least thirty (30) calendar days prior to the leave deadline. The notice of intention to return must be accompanied by a physician's statement certifying the Employee's physical and emotional fitness to perform the essential functions of the position. The release to return must be furnished by the Employee at his/her expense.

- d. When returning from leave of one (1) year or less, the Employee will be placed in his/her original position if it still exists or a vacant position within the area of his/her qualifications. When returning from a leave of one (1) year or more, the Employee will be placed in the first vacancy for which he/she is qualified.

11.3 Paid Leave of Absence

11.3.1 Sabbatical

- a. A leave of one (1) semester at full pay or two (2) semesters at one-half ($\frac{1}{2}$) pay may be granted to any Employee after seven (7) consecutive years of employment with the Employer.
- b. No more than two (2) staff members will be absent on sabbatical leave at one time.
- c. Applicants for sabbatical leave must submit a written application that shall state how the leave will enable the Employee to make a definite contribution to the educational process and how the leave will improve his/her teaching/professional skills. A written application must be filed with the College President as soon as possible in the academic year, but no later than March 1 of the academic year preceding the requested leave.
- d. All applications will be reviewed for recommendation to the President by a committee consisting of six (6) members, three (3) appointed by the President and three (3) by the Faculty Council. The committee will consider among other qualifications the following: The written

acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years of employment.

- e. A full-time Employee on sabbatical leave will retain sick leave benefits, and salary schedule status. During a sabbatical leave, an Employee will receive the same hospital, medical, surgical (and other Employee benefits) he/she would receive as a full-time Employee. The Employee will be granted increment credit on the salary schedule as if the Employee had been assigned at the College during the period of the leave. The Employer will pay an amount equal to fifty percent (50%) of the contribution of the Employee to the Michigan Public School Employee Retirement Service (MPERS) or an amount equal to fifty percent (50%) of the contribution of the Employee to the Optional Retirement Plan, which is currently the Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF), for the sabbatical year.
- f. Upon return from leave, a full-time Employee will be reassigned to his/her original position or a vacant position within the field of his/her qualifications when the Employee returns.
- g. In case of injury to, or other illness of, the Employee during the leave which prevents his/her satisfaction of the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the President, verified by a medical doctor's report.
- h. Employees receiving a sabbatical leave must continue their employment with the Employer for a period of two (2) full academic years following the leave. Employees who elect to terminate their employment with the Employer prior to this will repay to the Employer the stipend paid during the sabbatical leave.

11.3.2 Emergency Illness Absence

- a. Employees required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) calendar days in any one (1) year. The emergency illness absence days will be deducted from sick leave days.
- b. The term "immediate family" in this section is defined to include spouse, children or step-children, parents or step-parents, brothers, or sisters of the Employee and/or spouse, and any of the following living with the Employee at the time of the illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the Employee and/or spouse, and an individual living with the Employee on a non-commercial basis.

11.3.3 Personal Sickness Absence

Upon employment, an Employee will receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years of employment. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of fifteen (15) work days per year at the beginning of each academic year. Unused sick leave days are cumulative, but may not exceed one hundred eighty (180) days. If the Employee leaves the Employer at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final paycheck(s). If a physician's release to return is requested, it must be furnished at the Employee's expense.

- a. Physical disabilities related to maternity will not be treated differently from any other disability of similar duration.
- b. Employees will not receive severance pay for unused sick days either upon retirement or upon termination of this contract, as this policy is a protective benefit granted only to the Employees, per se, of Alpena Community College.

- c. A record of accumulated sick leave days will be compiled by the Employer and forwarded to all Employees at the beginning of each academic year.
- d. Employees shall be allowed to donate sick days to other Employees on an as needed basis.

11.3.4 Bereavement Absence

- a. An Employee absent from duty because of the death of a member of the Employee's immediate family will receive their regular compensation for a period not to exceed five (5) days per occurrence. These days are independent of sick leave days and are non-cumulative.
- b. The term "immediate family" as used in this section includes spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, mother-in-law and father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the Employee and/or spouse, and an individual living with the Employee on a non-commercial basis.

11.3.5 Personal Day Absence

Personal absence is provided for activities that require an Employee's presence during the school day and are of such a nature that they cannot be attended to at a time when College is not in session. Personal absence is not for vacation or recreational activities. If an Employee finds need to take leave of his/her duties for personal reasons, he/she will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full, one-half ($\frac{1}{2}$) day or one (1) hour increments. Additional unpaid days may be taken upon the approval of the Chief Academic Officer. An Employee intending to use a personal absence day must notify the Chief Academic Officer by noon of the preceding workday and establish that his/her absence will be covered by a substitute or other arrangement, satisfactory to the Employer, except in case of an emergency. Employees will not be granted a personal absence day for a day immediately before or after a holiday, break period, or during the first or last week of a semester except in provable emergencies. Unused personal days do not carry over.

11.3.6 Act of God Absence

Should Employees be unable to fulfill their duties as a result of an Act of God (e.g., rain, snow, sleet, accident, wars, riots or other major upheaval, etc.) occurring within the Community College Service Area, they will not be considered absent without leave, provided that the Human Recourses Department is notified as soon as practicable of the absence.

11.3.7 Jury Duty Absence

Employees required to serve jury duty will be granted leave without loss of pay or leave. The Employee will remit his/her jury duty pay to the Employer as a condition of receiving full pay during jury duty.

11.3.8 Subpoena Absence

Employees required to be absent because of a subpoena, when such is in the line of public service and not a result of a subpoena which has been served on an individual as a result of a violation of the law, will be granted leave without loss of pay or deduction from sick or other personal leave. Any remuneration the said Employee would receive from such service will be signed over to the Employer as a condition of receiving full pay.

11.3.9 Physical Examination for the Draft Absence

When an Employee has been ordered to report for a physical examination for the draft, such absence will be granted without loss of pay or deduction from sick or other personal leave.

11.3.10 Health Examinations

The Employer reserves the right to request, in writing, a health examination, and will provide the form to be used. When an examination is requested by the Employer, the expense will be paid by the Employer.

11.3.11 Visitation Day Absence

- a. The Employer will grant one (1) visitation day per year for activities that contribute to the teaching/learning process upon the request of the Employee and the Chief Academic Officer. The President may grant additional days at the request of the Chief Academic Officer. These days are not cumulative.
- b. Should an Employee be requested by the President to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

11.4 Family and Medical Leave Act

Any leave granted to an Employee under section 11.2 will run concurrently under the provisions of the Family and Medical Leave Act.

ARTICLE 12

EMPLOYEE BENEFITS

12.1 Health Insurance

12.1.1 The Employer shall provide the following Michigan Education Special Services Association (MESSA) PAK (A or B) insurance for a full twelve (12) month period for the Employee and his/her eligible dependents as defined by MESSA. A designee of the Board of Trustees shall sign an Employer Participation Agreement.

The Employer shall pay to the Employee's Health Savings Account (HSA) any amounts exceeding the aggregate difference between the premium and the hard cap set by Michigan Public Act 152 of 2011 (MI PA 152) through a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate of premiums and subtracting from the aggregate caps. The total will be distributed directly to the Employees' HSA based on single or two person/full family premiums paid on the first (1st) payroll of each month based on nineteen (19) or twenty-six (26) payroll format.

In the event premiums exceed the aggregate cap for the plan, the Employee shall contribute through payroll deduction toward their premium using a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate cap for the plan and subtracting from the aggregate premiums. The total funds due will be allocated to the members based on single or two (2) person/full family premiums paid, and contributions will be processed monthly through payroll deduction on the last payroll of each month prior to premium due date based on nineteen (19) or twenty-six (26) payroll format. If significant changes occur within MI PA 152, the Employer and Association will mutually agree on how to handle the impact of the changes.

12.1.2 PAK A: MESSA ABC Plan 1 with ABC Rx, Long-Term Disability (LTD), Dental, Vision, and Term Life Accidental Death & Dismemberment (Term Life AD&D)

12.1.3 PAK B: LTD, Dental, Vision, and Term Life AD&D

- 12.1.4** Each Employee not electing PAK A will be provided with PAK B coverage. Employees hired after August 17, 2014, will receive the following cash-in-lieu of health insurance stipend: Full-family subscribers will receive a total of, Three Thousand Nine Hundred Sixty-One Dollars and 92/100 (\$3,961.92); Two-party subscribers will receive a total of, Three thousand Three Hundred Ninety-Five Dollars and 76/100 (\$3,395.76); Single subscribers will receive a total of, One Thousand Six Hundred Sixteen Dollars and 88/100 (\$1,616.88). Each of the above amounts will be paid in four (4) equal payments on the last pay of each quarter (e.g. for Full-family - 4 x \$990.48).

This option is not available when both husband and wife are Employees of Alpena Community College nor shall dual coverage be provided in these instances. The Employee must annually sign a document stating that they have other health insurance coverage and indemnifying the Employer from any liability in connection with medical costs. The Employee may elect to retain this amount in cash or apply this amount to tax sheltered annuities, or non-taxable variable options available through MEA Financial Services, MESSA, or other companies available through the Employer.

Employees declining PAK A hired prior to August 17, 2014 that were receiving cash-in-lieu of health insurance on August 16, 2014, will continue to receive an additional one hundred and twenty-five dollars (\$125.00) per month excluding retirement, provided by the Employer to be applied on an individual basis to the purchase of any of the MESSA Fixed or Variable Options and/or MEA Financial Services Fixed or Variable Annuities.

- 12.1.5** All Part-time Employees within the bargaining unit will share proportionately in all fringe benefits.
- 12.1.6** Any amounts exceeding the Employer subsidy will be payroll deducted.

12.2 Hospital-Medical Insurance

- 12.2.1** MESSA ABC Plan 1 with ABC Rx.
- 12.2.2** An Employee must inform the Human Resources Department of any change in coverage status with thirty (30) days of occurrence. An Employee will assume the responsibility of

repaying the Employer for any overpayment made on a policy in excess of what the Employee is entitled to receive.

- 12.2.3** Responsibility for enrollment to receive this benefit rests with the Employee.
- 12.2.4** This benefit is limited to one (1) plan per household.
- 12.2.5** The parties understand in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

12.3 Long-Term Disability Insurance

- 12.3.1** MESSA Long-Term Disability (LTD) insurance for each Employee. The protection provided will include payment of no less than sixty-six and two-thirds percent (66 2/3%) of an Employee's monthly contractual salary to a maximum benefit of \$5,000 per month, with the following options: Pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Contractual salary will include any overload, off-campus instruction, maintenance, vocational, department chair, and/or extra-curricular assignment pay. Benefits will commence on the one hundred eightieth (180th) day of disablement or at the termination of the Employee's college sick leave benefits, whichever is later.
- 12.3.2** For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits will continue as long as disabled but not to exceed age sixty-five (65). For a disability that (a) commences at age sixty-one (61) and after, or (b) a recurrent disability (after six (6) months return to work) that commences at age sixty-one (61) and after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.

12.4 Dental Insurance

MESSA/Delta Dental Plan Auto + with Orthodontic Rider 008 and sealants, including internal and external coordination of benefits (COB), for all Employees and their eligible dependents as defined by MESSA.

12.5 Vision Care

MESSA Vision Service Plan-3 Plus (VSP-3+) Vision insurance to all Employees limited to one (1) plan per household.

12.6 Life Insurance

MESSA Term Life Accidental Death & Dismemberment (Term Life AD&D) insurance protection in the amount of fifty thousand dollars (\$50,000) or two (2) times annual salary whichever is greater.

12.7 Wellness Center

Employees shall have free usage of the Wellness Center facilities for the duration of this Agreement as long as the center is in operation. The Employee's spouse and unmarried dependent children, as defined by the Internal Revenue Service (I.R.S.) for personal income tax reporting and Wellness Center regulations, will be charged twenty dollars (\$20.00) per person per semester and will have full use of the Wellness Center as long as the center is in operation.

12.8 Tuition-Free Courses

During each contract year, the Employer will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person for Employees, emeritus Employees, their spouses, and unmarried dependent children as defined by the Internal Revenue Service (I.R.S.) for personal income tax reporting, including laid-off Employees subject to recall and their unmarried dependent children.

12.9 Payment for Advanced Training

12.9.1 Employees who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the Chief Academic Officer, from an accredited institution will be reimbursed as shown below per semester credit hour up to a maximum of six (6) semester hours per year. To qualify for reimbursement, the Employee must obtain prior written consent from the Chief Academic Officer and the course(s) must not be tuition-free courses taken at Alpena Community College under the terms of this Agreement (work applying directly toward a graduate degree will be approved if requested). Request for

payment is to be made in May of each year for work completed prior to May 1 and payment will be made in June.

12.9.2 The rate for additional training will be the lesser of full tuition or one hundred twenty-five dollars (\$125.00) per credit hour.

12.10 Tax-Sheltered/Tax-Deferred Annuities

To elect a tax-sheltered/tax deferred annuity, the Employee shall enter into a salary reduction agreement. Annual tax-sheltered/tax-deferred annuity deductions are authorized for each Employee up to the amount provided by law. Employees may select an insurance carrier of their choice.

12.11 Section 125 Plan

The Employer will provide without cost to the union a qualified Section 125 Plan.

12.12 Retirement

The Employer shall continue to pay the Employer's contribution for the members enrolled in the Michigan Public School Employees Retirement System (MPERS) as has been customary in the past.

12.13 Optional Retirement Plan

The provisions listed below shall be included as part of the Alpena Community College optional retirement plan as required by Public Act 296 of 1994. This statute mandates that the Employer offer a defined contribution retirement plan for full-time Employees as an option to the defined benefit retirement plan through the Michigan Public School Employees Retirement System (MPERS).

Plan Provider:	Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF)
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Effective Date:	No later than January 1, 1998, or at such date agreed upon by mutual consent
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90-Day Window:	90 Days from effective date of plan
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Eligibility:	Full-time faculty, supervisors, and managers
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Contributions:	College pays a maximum contribution of 12%
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Vesting:	Full/immediate
Selection of Accounts:	Seven account choices selectable by the Employee
Withdrawal Rules:	Cash or annuity - 100% at age 55 or older
Transportability:	Nationwide
Health, Dental, Vision:	None

12.14 Termination of Insurance Benefit

The following provisions will govern the termination of insurance benefit premium payments in the event of a retirement or resignation:

- 12.14.1** Except as set forth in Section 12.14.2 below, benefit payments will discontinue the end of the month that contains the effective date of the Employee's resignation or retirement.
- 12.14.2** Employees who are retiring at the completion of the full academic year under MPSERS or the optional retirement plan in section 12.13 above will make application to MPSERS for retirement benefits by March 31st. Upon submission of the application to MPSERS, the Employee will provide a copy to the Human Resources Department.
 - a. The Employee's retirement application with MPSERS will request insurance benefit initiation effective the first day of the month following the effective date of the Employee's resignation (i.e., if the effective date is May 15, benefit initiation must be requested for June 1).
 - b. When the Employee receives written notification from the State Retirement System as to the effective date of his/her benefits, the Employee will provide a copy to the College's Human Recourses Department.
 - c. The Employer will continue all insurance benefit payments through the end of the month containing the effective date of the resignation. The Employer will continue to pay hospitalization plan premium payments beyond this date if there is a period of time (maximum of three months) between the Employee's effective date of

resignation and the initiation of benefits under the MPSERS plan.

- d. The College President and Faculty Council President may, as they deem appropriate in an individual case involving extenuating circumstances, mutually agree to extend the three (3) month time period in Section C above, where hospitalization insurance benefit implementation by MPSERS is delayed.

12.14.3 In that there are no insurance benefits under the option plan in Section 12.13, Employees will receive hospitalization plan premium payments where appropriate for June, July and August.

12.15 Emeritus Status

Retiring Employees who have been employed full-time for ten (10) or more years may be considered for emeritus appointment on the recommendation of the Faculty Council and the administration. All courtesies extended to the active staff will apply to emeritus Employees.

12.16 Severance

A Voluntary Severance Incentive Plan is provided in Appendix M. The option of part-time Faculty teaching no more than nine (9) equated hours in the department, where the severance is elected, will be excluded from the bargaining unit per Article 3, Recognition for the duration of this Agreement. Full-time Employees where highly qualified have first rights of refusal for affected load.

ARTICLE 13

EMPLOYEE COMPENSATION

13.1 Salary Schedule Placement

New Employees may be granted up to ten (10) years appropriate industrial or business experience. Teaching experience up to ten (10) years may be granted. In no case will total experience granted be greater than a combined maximum of ten (10) years.

13.2 Salary Schedules

13.2.1 For 2014-2018, all salary schedules will remain constant at the 2013-2014 level with the following details applied:

- a. 2014-2015 step advancements will not occur.
- b. 2015-2016 step advancements will occur and a two percent (2.0%) stipend on the base wage for Employees at the top of the salary schedule will be paid.
- c. 2016-2017 step advancements will occur and a two percent (2.0%) stipend on the base wage for Employees at the top of the salary schedule will be paid.
- d. 2017-2018 only step advancements will occur.

13.2.2 All other compensation provided at a fixed dollar rate in this Agreement, including but not limited to longevity, overload, summer pay, mentoring, and co-curricular assignments, will not increase for the duration of this Agreement.

13.3 Longevity Pay

Annual longevity payments will be made according to provisions of this Article and Appendix B.

13.4 Points

The following are items that qualify as post-employment salary schedule points and must be closely related to areas of assignment or assist the Employee in improving instructional or work skills. Once points have been awarded, they will be permanently retained by the Employee.

13.4.1 Points will be evaluated during the month of March each year by the Points Evaluation Committee made up of the Chief Academic Officer, the Director of Human Resources, the President of the Faculty Council and the Chairperson of the Faculty Council's Personnel Policies Committee (or their designated representatives). Application for points must be made within one (1) year after they have been earned.

13.4.2 Changes in salary category will take effect at the start of the next contract year after points have been approved by the Points Evaluation Committee.

13.4.3 Points Equivalencies

- a. One (1) semester of graduate credit hour = Maximum of one (1) point.
- b. One (1) semester undergraduate credit hour with the recommendation of the Chief Academic Officer prior to taking the course = Maximum of one (1) point. A limit of five (5) undergraduate credits per salary category.
- c. Graduate and undergraduate semester hours used for placement on the BA/BS + 15, BA/BS + 30, MA/MS + 15, MA/MS + 30 and MA/MS + 45 salary categories must be earned after completion of the appropriate degree.
- d. No more than one-third (1/3) of the points necessary for placement on any salary schedule column may be other than graduate and under-graduate credit points.
 - i. Maximum of three (3) points per professional peer reviewed publication. Number of points awarded to be evaluated by the Points Evaluation Committee. Submitters will be asked to describe publication editing process.
 - ii. Maximum of two (2) points per project for Research with the recommendation of the Chief Academic Officer to conducting the research. For recommendation, a research design proposal needs to be submitted. Number of points awarded to be evaluated by the Points Evaluation Committee.

- iii. A maximum of three (3) points per course or workshop to be evaluated by the Points Evaluation Committee. Non-credit courses or workshops, in the area of the Employee's assignment, with the approval of the Chief Academic Officer prior to attending the non-credit course or workshop. Points are awarded at the rate of eight (8) hours of attendance = 0.5 point.

13.5 Part-Time Employees with a Degree

Pay for Part-time Employees within the bargaining unit with a degree will be calculated using the following formula:

$$\text{Pay} = (\text{appropriate full-time pay}) * (\text{equated hours}) / 30$$

13.6 Department Chairpersons

- 13.6.1** Each Department Chairperson will receive an annual stipend equal to sixteen percent (16%) of the MA/MS +15, Step 1 on "The Salary Schedule for Employees," Appendix A.
- 13.6.2** Department Chairpersons will each be assigned three (3) equated hours of release time as part of their normal load for their duties each semester.
- 13.6.3** A Department Chairperson may not be assigned a workload exceeding fifteen (15) equated hours per semester without their written permission.
- 13.6.4** When the Department Chairperson is a member of the Professional Staff, compensation for three (3) equated hours (1-1) of release time will be provided to that Employee in addition to Department Chairperson pay.

13.7 Program Directors

Program Directors will each be assigned three (3) equated hours of release time as part of their normal load for their duties each semester.

13.8 On-line Course Development

- 13.8.1** For those on-line classes developed and implemented by an Employee, subject to the approval of the Department

Chairperson and the Chief Academic Officer, the Employee will receive a one-time, off-schedule stipend of one thousand dollars (\$1,000.00). There will be no additional payments after the initial development and implementation of the “on-line” class as class materials undergo revision.

- 13.8.2** The first time an Employee is assigned a distance learning course that the Employee developed, the Employee will be granted release time equal to the contact hours of the assigned course in the semester prior to the assigned course, or when necessary, with the written agreement of the Faculty member in the semester in which the course is taught for the first time.

13.9 Lab Maintenance

Employees assigned duties involving care and repair of instructional equipment after school hours will be paid six hundred and seventy-five dollars (\$675.00) for each year of the assignment. Such assignments may be made at the discretion of the Chief Academic Officer after consultation with the appropriate Department Chairperson.

13.10 Overload

Classes taught in addition to a normal full-time load of thirty (30) equated hours per academic year will be paid at the following rates:

- 13.10.1** Equated hours above thirty (30) and less than or equal to thirty-two (32) = \$520.00 per equated hour.
- 13.10.2** Equated hours above thirty-two (32) = \$780.00 per equated hour.
- 13.10.3** Overload pay for the academic year will be calculated and paid as follows:
- a. Equated hours in excess of eighteen (18) in the fall semester shall be paid by the eighth (8th) week of that semester.
 - b. Equated hours in excess of thirty (30) for the academic year, less overload previously paid, shall be paid by the eighth (8th) week of the spring semester.
- 13.10.4** Overload hours taught by an Employee will not be used to calculate the need for additional full-time Employees

13.11 Additional Assignments

- 13.11.1** An hourly rate of twenty-one dollars and eighty-four cents (\$21.84) will be paid for all approved hours worked for the following additional assignments subject to the discretion of the Chief Academic Officer:
- a. Summer orientation
 - b. Enrichment programs
 - c. Internship supervisors (Remuneration and work beyond five (5) hours requires the prior written approval of the Internship Coordinator or Chief Academic Officer)
 - d. Mentor faculty (for approved hours worked up to a maximum of thirty-two (32) hours)
 - e. Summer search committee members (only for scheduled committee meetings)
 - f. Any recruitment activities

13.12 Summer School Pay Schedule

- 13.12.1** In the event an Employee's load on-campus is less than the thirty (30) equated hours for an academic year as defined in Article 9, Calendars, Schedules, Workloads and Assignments he/she will be offered an appropriate class during the summer semester, including off-campus or alternate semester courses, if scheduled, at the full on-campus rate. Employees interested in taking advantage of this provision must indicate their interest in writing to the Chief Academic Officer. Failure to do so will eliminate them from evoking this part of the Agreement for the current semester.
- 13.12.2** Employees choosing to teach summer courses in addition to a normal load will be paid nine hundred and thirty-six dollars (\$936.00) per equated hour. This does not include Faculty in certificate programs which extend beyond the normal academic year calendar.

13.13 Research Agreements

Where research is needed to develop a new instructional program, the rate of payment will be twenty-one dollars and eighty-four cents (\$21.84) per clock hour. This rate is not intended to limit the amount allowed for governmental agency financed programs but is a recommended minimum. Research

agreements are to be made in writing prior to the start of the assignment by the Chief Academic Officer and acceptance of the assignment indicated by the signature of the assigned Employee.

13.14 Travel Pay

On January 1 of each year the reimbursement for an Employee's authorized use of his/her personal automobile for travel will be adjusted to the current I.R.S. allowable rate.

13.15 Additional Contract Days for Professional Staff and Co-op Faculty

Professional Staff in the Health and Human Services Department or a Co-op Faculty working additional days will be paid in addition to his/her appropriate salary using the following formulas:

- a. For assigned days:
 $\text{Additional salary} = \text{days} * \text{full-time pay} / \text{calendar work days}$
- b. For mutually agreed upon days:
 $\text{Additional salary} = \text{days} * \text{full-time pay} * 80\% / \text{calendar work days}$
- c. Summer Co-op Faculty:
 $\text{Additional salary} = \text{days} * \text{full-time pay} * 80\% / \text{calendar work days}$
- d. Talent Search:
 $\text{Additional salary} = \text{days} * \text{full-time pay} * 90\% / \text{calendar work days}$

This additional salary will be prorated as evenly as possible over the year's pay.

13.16 Salary Payment

- 13.16.1** Base salaries will be paid in twenty-six (26) equal payments or nineteen (19) equal payments every other Friday. Employees must notify the Human Resources Department of his/her payment choice in writing by August 1 or within one (1) week of ratification of this contract, whichever is later. An Employee's choice will continue automatically from year to year unless the Employee changes his/her option in writing by August 1 for the following Agreement year. Once a payment option is determined it will remain in effect during the following Agreement year. An Employee who fails to initially identify his/her payment option within the deadlines will be automatically continued on a twenty-six (26) equal pay basis.

- 13.16.2** Paychecks will be available in sealed envelopes on scheduled pay days in the Human Recourses Department and available for immediate payment. All summer checks will be available in the Human Recourses Department unless the Employee requests delivery by first class mail or makes other arrangements.
- 13.16.3** The second pay check of each semester and the first pay check following the last day of the spring semester may be withheld until the requirements concerning employment obligations have been met.
- 13.16.4** Compensation other than base salary and overload will be identified on an itemized statement and both the compensation and statement will be included with the Employee's paycheck near the midpoint of each semester during an assignment.

ARTICLE 14

DEDUCTIONS

14.1 Authorized Payroll Deductions

Employees may authorize the following payroll deductions, which will continue in effect from year to year unless revoked in writing:

- a. Faculty Council (MEA/NEA) Membership Dues
- b. MEA/NEA PAC
- c. United Way
- d. MEA Financial Services
- e. Tax-sheltered Annuities
- f. Life Insurance
- g. Alpena Community College Foundation
- h. Health Savings Account
- i. Health Insurance Premium Contribution (Insurance is cancelled if deduction is cancelled)

14.2 Deductions for Unauthorized Absences

Deductions for unauthorized absences will be computed on the basis of the number of contracted days and the Employee's base salary. Additional deductions may be made for overload, special duties or extra responsibilities that were not fulfilled due to non-performance by the individual. The amount to be deducted shall be calculated based upon the portion of the assignment that was not fulfilled times the salary (including overload) for absence or the extra responsibility or extra duty. Before any deduction is made the Employee will be given, in writing, all information that forms the basis for the deduction. He/she will be given the opportunity to challenge the deduction before the appropriate administrator.

ARTICLE 15

VACANCIES AND NEW POSITIONS

15.1 Vacancies and New Positions

A vacancy is defined as an existing position at the start of a semester that is unfilled due to a resignation, transfer, dismissal, retirement, death, leave of absence or disability that is expected to last for one (1) or more semesters.

A new position is defined as a position created to meet the academic and institutional needs of the College by employing someone in a position previously not existing at the College.

Vacancies and new positions will be filled in the following manner:

15.1.1 Determination to Fill a Vacancy

When a vacancy occurs, the Human Resources Director, Chief Academic Officer, and Chief Financial Officer or their designees, will meet with the Department Chairperson for the Department to which the vacant position is assigned, together with two (2) Employees selected by the Faculty Council to determine whether to fill the vacancy. This ad hoc committee shall meet within thirty (30) calendar days of the date the vacancy is confirmed and shall make a recommendation to the President whether to fill the vacancy, when to fill the vacancy and how to fill the vacancy. The committee's recommendation is advisory.

15.1.2 Determination to Create and Fill a New Position

The following process shall be used in evaluating requests and recommendations for new positions:

- a. On or before October 15 each year, Department Chairpersons may submit to the Chief Academic Officer any requests for new positions within their departments. Together with Department Chairpersons, the Chief Academic Officer will compile an aggregated list of new Faculty and Professional Staff needs based on a standardized form highlighting projected load for the position, comparative load within the department, enrollment projections in the subject area and market demands.

- b. In evaluating the need for new positions, priority consideration shall be given to the creation of a new Full-time position where either of the following exist:
 - i. If equated hours in a single discipline, taught by Instructors outside the bargaining unit, exceed sixty (60) over the course of four (4) consecutive semesters (excluding courses taught during the summer sessions specified in the calendar). For purposes of this subparagraph, the term “discipline” shall mean all courses containing the same three (3) letter prefix in the published course description contained in the current ACC catalog.
 - ii. If Full-time Faculty members are less than forty-six (46).
- c. After considering the recommendations of Department Chairpersons, the Chief Academic Officer will submit a recommendation for creating and filling a new position(s) to the College President and relevant planning and budgeting committee(s) for review and action by November 30 each year. The final determination for the creation of new positions shall be made by the President no later than the end of the fall semester of each academic year, in order to begin posting of the position no later than February of each year, unless circumstances require exceptions to such deadlines.

15.1.3 Position Profile

When the vacancy or a new position is confirmed, the Chief Academic Officer will consult with the relevant Department Chairperson(s) within fourteen (14) calendar days to establish such factors as they deem appropriate, including but not limited to, the following:

- a. The nature of the position to be filled
- b. Qualifications for the position
- c. Job description
- d. Establish the search/selection committee

15.1.4 Notification and Posting

- a. Notification of all vacant or new positions to be filled, including released time and administrative positions, will be made to the Faculty Council and to each individual Employee, including those on layoff. Positions will be posted at locations mutually agreed upon by the parties.
- b. The notification and posting will be made by the first pay date following the determination to fill the vacancy or new position. Such notification shall include a general description of the position and qualifications. Those Employees on layoff will be notified by first class mail. Employees will have fourteen (14) calendar days from the post office registration date in which to apply.

15.1.5 Search

The search/selection committee will review and interview applicants and make a recommendation to the College President for an executive interview and determination of employment.

15.1.6 Application

- a. An Employee may apply at any time during the posting period. Employees who apply will be given preference over outside applicants if they are equally qualified, subject to the provisions of Article 16, Seniority, Layoff, Recall.
- b. An Employee desiring assignment to a new or vacant position will submit the same application package required of external applicants to the Chief Academic Officer or designated representative.
- c. An Employee not selected for a position will be notified of the decision at the time of the appointment. Upon request, the Employee may meet with the President or his/her designee to discuss the decision. A written summary of the conference will be provided upon the request of the Employee.

15.1.7 Return to Employee Assignment

- a. An Employee who becomes an administrator and who desires to return to Employee status may do so within two (2) years of the effective date of assignment to the administrative position. That Employee will be entitled to exercise such rights as he/she may have had prior to such assignment, including seniority as defined in Article 16, Seniority, Layoff, Recall. Such seniority may be used in determining the order of a reduction in force under Article 16, Seniority, Layoff, Recall.
- b. When the administrator does not return to Employee status within the two (2) year period, he/she will lose all rights, including seniority, he/she may have had under this or past Agreements.
- c. If a vacancy is created by transfer of an Employee to an administrative position, the person hired to fill such vacancy shall be subject to layoff for a period of two (2) years, without application of the provisions of Article 16, Seniority, Layoff, Recall, if the administrator returns to Employee status.

15.1.8 Temporary Assignment

A temporary assignment may be made by the Chief Academic Officer in cooperation with the affected Department Chairperson at which time a vacancy occurs due to an extended absence, resignation, transfer, dismissal, retirement, death, leave of absence or disability of an Employee, unless load may be met by an Employee subject to layoff who is highly qualified to teach the load. Part-time non bargaining unit Faculty may fill a temporary vacancy for a maximum of two (2) consecutive semesters. Seniority rights under the contract will not be granted by virtue of a temporary assignment. A temporary assignment may be made by the Employer without posting or advertising for not more than two (2) semesters at which time the position will be posted as described in section 15.1.4.

ARTICLE 16

SENIORITY, LAYOFF, RECALL

16.1 Seniority

- 16.1.1** Seniority is defined as the length of time an Employee is in the bargaining unit since the date of hire. The date of hire is defined as the first day the Employee was scheduled to begin his/her employment responsibilities as a new or rehired Employee, except that a person who is hired into a permanent position immediately following a temporary hire will have his/her seniority begin with the starting date of the temporary hire.
- 16.1.2** Employees who have the same date of hire will have their seniority ranking determined by a drawing in which the affected Employees participate. The drawing will be conducted jointly by representatives of the Employer and the Faculty Council. The drawing will be held within fourteen (14) calendar days after the affected Employees begin their employment.
- 16.1.3** A seniority list of all Employees, including laid off Employees, will be developed by October 1 and revised by the Employer and Faculty Council annually and/or upon the employment of each new Employee, and will become Appendix C of this Agreement. If no objection to a seniority list is made within thirty (30) calendar days of delivery of a new or revised seniority list to the Faculty Council members, the seniority list shall be conclusive and binding as to the seniority of those Employees on the list.

16.2 Qualifications

An Employee will be deemed highly qualified in a field of study if he/she has a Master's degree in that field or in a closely related field, experience and/or training in the workplace, fifteen (15) or more graduate credits in a closely related field, or experience having taught related courses for more than five (5) years.

16.3 Departments

"Departments," for purposes of this Article, are defined in Article 8, Departmental Structure and Chairperson Responsibility, of this Agreement.

16.4 Program Elimination

The Employer will provide six (6) months advance notice in writing of plans to eliminate a program or programs after prior consultation with the Faculty Council. In the event of program eliminations, the Employer is not required to include the program (and classes, if any) in the published schedule.

16.4.1 Within a Department affected by a program elimination, the order of reduction or layoff will be non-bargaining unit personnel, provided there are Employees who are highly qualified for the assignment of the non-bargaining unit personnel, then Employees by reverse order of seniority in the Department, provided the remaining Employees in the Department are highly qualified to fill the positions and assignments remaining in the Department per the job description.

16.4.2 For an Employee teaching in a Department of which he/she is not a full-time member, seniority in the Department shall be calculated by the number of semesters that the Employee has taught a course in the Department, divided by two (2) and rounded up to the nearest whole number. Seniority applies only to the course(s) taught in that Department or those courses of lower content.

16.5 Reduction in Force

The College and the Faculty Council have a mutual interest in averting an Employee reduction. Nevertheless, they recognize that due to substantial decrease in student enrollment or financial conditions, a reduction in force is deemed necessary by the College in its sole discretion. The following steps will be taken before any reduction:

- a. The College will determine the department in which the layoff shall occur.
- b. Non-bargaining personnel within the department will not be assigned classes, as long as any Employee is highly qualified (Article 16.2) to teach such class(es).
- c. The least senior Employee shall be assigned available load where highly qualified prior to overload determination within a department.

- d. If the Employee is highly qualified (Article 16.2), load shall be met by teaching in other departments before overload or non-bargaining personnel are assigned load.
- e. If only a partial load can be identified, the Employee is given the option to work as a part-time Employee as defined by Section 9.5.2 or go into layoff status. If layoff status is chosen, partial load will be assigned as either overload to other highly qualified Employees or to non-bargaining personnel (Article 3).

For an Employee teaching in a Department of which he/she is not a full-time member, seniority in the Department shall be calculated by the number of semesters that the Employee has taught a course(s) in the Department, divided by two (2) and rounded up to the nearest whole number. Seniority applies only to the course(s) taught in that Department or those courses of lower content.

16.6 Notification

No reduction (assigned a load less than full load but not less than eight (8) equated hours) or layoff (assigned a load below eight (8) equated hours) will take place without prior consultation with the Faculty Council. An Employee will not be reduced by more than one-third ($1/3$) of his/her prior semester load, excluding overload, or laid off without sixty (60) calendar days prior written notice for second semester and ninety (90) calendar days prior written notice for fall semester.

16.7 Recall

- 16.7.1** Employees, in the reverse order of reduction or layoff, will be offered any vacancy or opening for which they are highly qualified by experience and/or training in departments in which they have been assigned or have taught.
- 16.7.2** In the event of recall from layoff, the Employer will notify a laid-off Employee of recall by registered letter at his/her last known address.
- 16.7.3** It will be the responsibility of each Employee to notify the Employer of any change of address by registered letter. The Employee's address as it appears on the Employer's records will be conclusive when used in connection with layoffs, recall, or other notice to an Employee.

16.7.4 A laid off Employee will have fifteen (15) calendar days from the post office registration date of the letter to notify the Employer of his/her intent to return and must be able to return within thirty (30) calendar days of said notification.

16.7.5 Upon his/her return, each Employee will be granted the same status regarding salary and fringe benefits that were his/hers at the time of layoff. Advanced training acquired during such release will apply toward placement on the salary schedule.

16.8 Recall for Less Than Full-Time Employees

16.8.1 In the event an Employee is assigned less than a full load, but not less than eight (8) equated hours, the Employee will at his/her written request be unassigned and placed on the recall list provided the request is made within five (5) calendar days of the end of late registration. An Employee who exercises this option may be required to meet his/her assignment for the next two (2) full instructional weeks following the date the written request is received. The recall period for an Employee who exercises this option is one (1) year from the first day of the semester during which the request is made.

16.8.2 If an Employee who is on the recall list refuses a recall to a position which is not a reduction of his/her last semester's work assignment, and which commences at the beginning of an academic year, and the notice of recall is made at least thirty (30) days prior to the beginning of that academic year, and unless the inability to return is because of health reasons, that Employee will be removed from the recall list and will be considered to have voluntarily terminated his/her employment.

16.8.3 The length of the recall period for Employees, unless otherwise provided, will be two (2) years or length of service as an Employee whichever is longer. It is understood that the layoff period for the purpose of recall will begin the first day of the first semester (exclusive of summer school or mini-semesters) following the notification of layoff. This provision applies to all Employees currently on layoff. All rights to recall are lost in the event the Employee is not recalled within the aforementioned period.

16.8.4 The published schedule of classes will, for each Faculty not on layoff, include the Faculty's name and will reflect a load at least equal to the established minimum full-time load.

16.8.5 The published schedule of classes will, for each Faculty notified of layoff, reflect a minimum full-time load or a load as great as the prior semester's actual load, whichever is less. The load may be scheduled with a "staff" designation. It shall be the sole discretion of the College President to determine if any of these scheduled courses will be taught.

16.9 Insurance

Laid-off Employees will be provided twelve (12) months hospital/medical insurance which will start after the expiration of the hospital/medical insurance provided to the Employee during his/her employment. The insurance shall be as available to the Employee prior to the layoff and according to Article 12, Employee Benefits. The benefit may be provided through the terms of the insurance coverage obtained for Employees or by the Employer, or through a combination of both. This paragraph is subject to the rules and regulations of the insurance carrier.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1** A grievance is a claim by an Employee or the Faculty Council that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement by the Employer. A grievance may include a claim that College Policy conflicts with this Agreement. A grievance may be processed as provided in this Article.
- 17.2** The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein will be construed as limiting the right of any Employee with a problem to discuss the matter informally with the appropriate member of the administration.
- 17.3** The Faculty Council will establish a grievance committee and will process grievances of Employees in the following manner:

17.3.1 Step One (Verbal)

A grievance will be discussed with the appropriate administrator within fourteen (14) calendar days of the alleged violation with the objective of resolving the matter.

17.3.2 Step Two (Written)

In the event the matter is not resolved in Step One, the grievance may be submitted in writing on the official "Grievance Report Form," Appendix L, to that administrator in Step One within fourteen (14) calendar days following the verbal discussion in Step One.

- a. A written grievance may be presented by:
- i. An Employee accompanied by a Faculty Council representative.
 - ii. A Faculty Council representative if the Employee so requests.
 - iii. A Faculty Council representative in the name of the Faculty Council.

- b. A written grievance must be specific. An Employee involved in a grievance must sign it. The grievance must contain a statement of the facts upon which the grievance is based and the remedy requested.
- c. Within fourteen (14) calendar days after receiving a written grievance, the administrator must present a decision, with supporting reasons, in writing and provide one copy to the Employee(s) and two copies to the Faculty Council Grievance Committee.
- d. In the event the President is the immediate supervisor, this Step Two shall not apply and the grievance shall be advanced from Step One to Step Three if the Faculty Council chooses to do so.

17.3.3 Step Three (President)

- a. If the grievant is not satisfied with the decision in Step Two, or Step One in the case where the President is the immediate supervisor, the Faculty Council Grievance Committee will determine whether or not there is a legitimate grievance.
- b. Should the committee decide that no valid grievance exists, the Faculty Council processing of the grievance will be dismissed by written notice (copy to grievant and President), with the Faculty Council not being obligated to provide any assistance to the Employee, including legal and/or financial; however, the grievant may continue the grievance only through Step Three (President).
- c. If the grievance is not dismissed by the Faculty Council, the Grievance Report Form will be submitted to the President with a Statement of Intention attached within fourteen (14) calendar days of receipt of the written answer in Step Two, or Step One when the President is the immediate supervisor.
- d. The President will meet with the Faculty Council Grievance Committee within fourteen (14) calendar days of receiving the written grievance and attached statement. The President will issue a written decision, with supporting reasons, within fourteen (14) calendar days of the meeting. One (1) copy of the decision shall be

sent to the Employee(s) and two (2) copies to the Faculty Council.

17.3.4 Step Four (Arbitration)

- a. If the Faculty Council is not satisfied with the disposition of the grievance at Step Three or the Step Three time limits expire without a written response from the President, then only the Faculty Council may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings.
- b. If a Demand for Arbitration is not filed within thirty (30) calendar days of the date of disposition of the grievance at Step Three or the date the Step Three time limit expires without a written response, whichever date is later, then the grievance will be deemed withdrawn.
- c. Neither party will be permitted to assert any grounds or evidence at arbitration that was not previously disclosed to the other party.
- d. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his/her award such financial reimbursements as he/she judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one half (1/2) of the costs of the arbitrator.

17.4 Rights to Representation

When an Employee is not represented by the Faculty Council, the Faculty Council will have the right to be present and to state its views at all stages of the grievance process.

17.5 Miscellaneous

- 17.5.1** A grievance may be withdrawn at Steps One through Three without prejudice. A grievance withdrawn at Step Four, after the selection of the Arbitrator, shall be with prejudice.

- 17.5.2** No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 17.5.3** All documents, communications, and records dealing with a grievance will be filed separately from the personnel files of the participants.
- 17.5.4** The number of days indicated at each step should be considered a maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

ARTICLE 18

REPRISAL CLAUSE

The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or Employer as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

ARTICLE 19

DURATION

This Agreement will be effective as of August 18, 2014, and will continue in effect through June 30, 2018. This Agreement will expire at the expiration date indicated unless it is extended for a specific period or periods by mutual written agreement of the parties.

FACULTY COUNCIL:

_____, Faculty Council President, Scott A. Ratz

_____, Negotiator, Timothy M. Kuehnlein, Jr.

_____, Negotiator, Todd S. Artley

_____, Negotiator, Mark A. Milostan

_____, UniServ Director, Deborah K. Larson

As ratified on _____, 2014

BOARD OF TRUSTEES:

_____, Chairman of the Board, John Briggs

_____, President, Olin Joynton

_____, Negotiator, Richard L. Sutherland

_____, Negotiator, Carolyn A. Thomas

_____, Negotiator, Kathleen M. Marsh

_____, Attorney, Karen J. Bennett

As ratified on _____, 2014

APPENDIX A
SALARY SCHEDULE FOR EMPLOYEES
2014-2018

STEP	Grant Technicians		Non-Degree	Non-Degree with RN or Associate Degree	BA/BS	BA/BS +15	BA/BS +30	MA/MS	MA/MS +15	MA/MS +30	MA/MS +45	Doctorate	STEP
	Non-Degree	Degree											
1	23,805	32,685	42,704	43,145	43,070	44,361	45,653	47,378	48,668	49,967	51,257	54,699	1
2	25,834	34,884	44,646	45,066	45,880	47,199	48,513	50,489	51,809	53,286	54,663	58,173	2
3	27,403	36,453	46,568	46,977	47,856	49,174	50,489	52,685	54,002	55,758	57,074	60,590	3
4	28,969	38,022	48,699	49,119	50,055	51,369	52,685	55,097	56,415	58,173	59,710	63,221	4
5	30,538	39,594	50,820	51,240	52,250	53,565	54,881	57,515	58,832	60,805	62,349	65,858	5
6	32,111	41,159	52,973	53,403	54,442	55,758	57,515	60,145	61,464	63,440	64,976	68,491	6
7	33,674	42,727	55,104	55,535	56,637	57,954	60,145	62,783	64,101	66,076	67,615	71,124	7
8	35,242	44,308	57,666	58,097	59,272	60,590	62,783	65,414	66,734	68,709	70,465	73,979	8
9	36,818	45,870	60,218	60,648		63,221	65,414	68,051	69,366	71,563	73,321	76,829	9
10	38,386	47,433				65,858	68,051	70,683	72,223	74,414	76,174	79,690	10
11						68,491	70,683	73,539	75,078	77,274	79,028	82,544	11
12							75,499	78,382	79,936	82,154	83,932	87,707	12

APPENDIX B

LONGEVITY

2014-2018

After 8 years and 4 years at maximum salary	\$ 1,025.00
After 11 years and 4 years at maximum salary	\$ 2,075.00
After 15 years and 4 years at maximum salary	\$ 3,124.00
After 25 years and 4 years at maximum salary	\$ 4,161.00

APPENDIX C

EMPLOYEE SENIORITY LIST

If any inaccuracy is found in this Seniority List, it is to be immediately corrected so as to be consistent with this Agreement. Any error in the listed seniority of one person will not be a basis for superseding or affecting the proper seniority of another person.

1981
VOIGT-JULIAN, AUDREY

1987
CORPE, ROSS

1989
HOMOLA, PRISCILLA
ROY, MICHAEL

1991
SUMERIX, KENDALL

1992
LEWIS, STEVEN
MILOSTAN, MARK

1993
HAUTAU, DEBORAH
HUIZENGA, DOUGLAS
GOUGEON, THOMAS

1995
SYLVESTER, KEVIN
SMITH, ROY
KIRKPATRICK, G. LEE

1997
THOMSON, MARY JANE
WADE, LAURIE
DUNCKEL, MATTHEW

1998
TOSCH, ROBERT

1999
BELLOWS, JOHN
KELLEY, MICHAEL
PUTKAMER, CAROL

2000
SEXTON, SHAWN
ROTHER, DANIEL

2001
BERLES, JIM
KUEHNLEIN, TIM
WALCHAK, KAROL

2003
VESOTSKI, AMBER
ONSTWEDDER, TIM
RATZ, TIM

2004
ARTLEY, TODD

2005
ARBIC, RICK
BANCROFT, NICHOLAS
KELLEY, BRENDA
LANCASTER, JEWEL (L.O.)
CAMERON, MEGHAN

2006
PINES, HEATHER

2007
LINTON, MARY
RATZ, SCOTT

2008
DARGA, LOIS
PEARSALL, SVEN
BITLER, JOSEPHINE

2009
UPPAL, ANIP
BANKS, BEVERLY

2010
CUMMINS, DAVID
KAPPIUS, CATHY
EASTWOOD, PETER
LAUGAL, RUTH CAROL
RICKER, MARGARET
SALZIGER, KIM

2011
MILLER, JULIE
GALLARNO, MATT
PRATT, ANTHONY
O'CONNOR, DIANE

2013
LUBIATO, CHRIS
THOMAS, MAELANIE

APPENDIX D

CO-CURRICULAR ASSIGNMENTS AND COMPENSATIONS

Alpena Community College encourages the development of co-curricular activities and the involvement of Faculty and Professional Staff in the promotion of the following services and activities. The recommended stipends listed below are guaranteed to members of the Alpena Community College Faculty Council who perform these functions.

Activities and Stipends,	2014-2018
Drama Advisor	\$1,622
Coordinator of Athletics	\$4,867
Coordinator of Student Publications	\$3,328
Coordinator of Intramurals	\$4,649
Student Senate/Activities Advisor	\$1,622
Coordinator of Special Events:	
Science Olympiad Coordinator	\$1,622
Other Special Events or Services	
Positions developed by the college	\$1,622
Head Coach (Basketball)	\$5,408
Head Coach (Other Sports)	\$3,682
Assistant Coach (Basketball)	\$2,704
Assistant Coach (Other Sports)	\$1,622
Cheerleading Advisor	\$1,622
Navigator Advisor	\$1,622
Literary Publication Advisor	\$1,622
Honor Society Advisors	\$1,622

APPENDIX E

ACADEMIC CALENDAR

FALL 2014

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>	<u>Instruction</u>
August	18	Meetings	1	0
	19	Meetings, Advising, Registration	1	0
	20	Advising & Registration	1	0
	21	Advising & Registration	1	0
	22	Office/Department Workday	1	0
	25-29	Classes begin August 25	5	5
September	1	Labor Day	0	0
	2-5		4	4
	8-12		5	5
	15-19		5	5
	22-26		5	5
	29-30		2	2
October	1-3		3	3
	6-10		5	5
	13-16		4	4
	17	High School Open House	1	0
	20-24		5	5
	27-31		5	5
November	3-7		5	5
	10-14		5	5
	17	Fall Break	0	0
	18-21		4	4
	24-26*		3	3
	27-28	Thanksgiving Vacation	0	0
December	1-5		5	5
	8-11	Final Exams	4	4
	15	Grades Due at Noon	0.5	0
			<hr/> 80.5	<hr/> 74

* Classes end at 5:00 PM

ACADEMIC CALENDAR

SPRING 2015

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>	<u>Instruction</u>
January	5	Staff Development Day	1	0
	6	Meetings, Advising, Registration	1	0
	7	Advising & Registration	1	0
	8	Advising & Registration	1	0
	9	Office/Department Workday	1	0
	12-16	Classes begin January 12	5	5
	19-23		5	5
	26-30		5	5
February	2-6		5	5
	9-13		5	5
	16-20		5	5
	23-27	Spring Break	0	0
March	2-6		5	5
	9-13		5	5
	16-20		5	5
	23-27		5	5
	30-31		2	2
April	1-2*		2	2
	3	Easter Break	0	0
	6-7	Easter Break	0	0
	8-10		3	3
	13-17		5	5
	20-24		5	5
	27-30		4	4
May	1		1	1
	4-6	Final Exams	3	3
	7	Graduation	1	0
	8	Unscheduled AM	0.5	0
	11	Grades Due at Noon	0.5	0
			82	75

* Classes end at 5:00 PM

ACADEMIC CALENDAR

FALL 2015

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>	<u>Instruction</u>
August	17	Meetings	1	0
	18	Meetings, Advising, Registration	1	0
	19	Advising & Registration	1	0
	20	Advising & Registration	1	0
	21	Office/Department Workday	1	0
	24-28	Classes begin August 24	5	5
	31		1	1
September	1-4		4	4
	7	Labor Day	0	0
	8-11		4	4
	14-18		5	5
	21-25		5	5
	28-30		3	3
October	1-2		2	2
	5-9		5	5
	12-15		4	4
	16	High School Open House	1	0
	19-23		5	5
	26-30		5	5
November	2-6		5	5
	9-13		5	5
	16	Fall Break	0	0
	17-20		4	4
	23-25*		3	3
	26-27	Thanksgiving Vacation	0	0
	30		1	1
December	1-4		4	4
	7-10	Final Exams	4	4
	14	Grades Due at Noon	0.5	0
			80.5	74

* Classes end at 5:00 PM

ACADEMIC CALENDAR

SPRING 2016

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>
January	4	Staff Development Day	1
	5	Meetings, Advising, Registration	1
	6	Advising & Registration	1
	7	Advising & Registration	1
	8	Office/Department Workday	1
	11-15	Classes begin January 11	5
	18-22		5
	25-29		5
February	1-5		5
	8-12		5
	15-19		5
	22-26	Spring Break	0
	29		1
March	1-4		4
	7-11		5
	14-18		5
	21-24*		4
	25	Easter Break	0
	28-29	Easter Break	0
	30-31		2
April	1		1
	4-8		5
	11-15		5
	18-22		5
	25-29		5
May	2-4	Final Exams	3
	5	Graduation	1
	6	Unscheduled AM	0.5
	9	Grades Due at Noon	0.5
			82

* Classes end at 5:00 PM

ACADEMIC CALENDAR

FALL 2016

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>
August	22	Meetings	1
	23	Meetings, Advising, Registration	1
	24	Advising & Registration	1
	25	Advising & Registration	1
	26	Office/Department Workday	1
	29-31	Classes begin August 29	3
September	1-2		2
	5	Labor Day	0
	6-9		4
	12-16		5
	19-23		5
	26-30		5
October	3-7		5
	10-13		4
	14	High School Open House	1
	17-21		5
	24-28		5
	31		1
November	1-4		4
	7-11		5
	14		1
	15	Fall Break	0
	16-18		3
	21-23*		3
	24-25	Thanksgiving Vacation	0
	28-30		3
December	1-2		2
	5-9		5
	12-15	Final Exams	4
	19	Grades Due at Noon	0.5
			80.5

* Classes end at 5:00 PM

ACADEMIC CALENDAR

SPRING 2017

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>
January	9	Staff Development Day	1
	10	Meetings, Advising, Registration	1
	11	Advising & Registration	1
	12	Advising & Registration	1
	13	Office/Department Workday	1
	16-20	Classes begin January 16	5
	23-27		5
	30-31		2
February	1-3		3
	6-10		5
	13-17		5
	20-24		5
	27-28	Spring Break	0
March	1-3	Spring Break	0
	6-10		5
	13-17		5
	20-24		5
	27-31		5
April	3-7		5
	10-13*		4
	14	Easter Break	0
	17-18	Easter Break	0
	19-21		3
	24-28		5
May	1-5		5
	8-10	Final Exams	3
	11	Graduation	1
	12	Unscheduled AM	0.5
	15	Grades Due at Noon	0.5
			82

* Classes end at 5:00 PM

ACADEMIC CALENDAR

FALL 2017

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>
August	21	Meetings	1
	22	Meetings, Advising, Registration	1
	23	Advising & Registration	1
	24	Advising & Registration	1
	25	Office/Department Workday	1
	28-31	Classes begin August 28	4
September	1		1
	4	Labor Day	0
	5-8		4
	11-15		5
	18-22		5
	25-29		5
October	2-6		5
	9-12		4
	13	High School Open House	1
	16-20		5
	23-27		5
	30-31		2
November	1-3		3
	6-10		5
	13-14		2
	15	Fall Break	0
	16-17		2
	20-22*		3
	23-24	Thanksgiving Vacation	0
	27-30		4
December	1		1
	4-8		5
	11-14	Final Exams	4
	18	Grades Due at Noon	0.5
			80.5

* Classes end at 5:00 PM

ACADEMIC CALENDAR

SPRING 2018

<u>Month</u>	<u>Day</u>	<u>Event</u>	<u>Work</u>
January	8	Staff Development Day	1
	9	Meetings, Advising, Registration	1
	10	Advising & Registration	1
	11	Advising & Registration	1
	12	Office/Department Workday	1
	15-19	Classes begin January 15	5
	22-26		5
	29-31		3
February	1-2		2
	5-9		5
	12-16		5
	19-23		5
	26-28	Spring Break	0
March	1-2	Spring Break	0
	5-9		5
	12-16		5
	19-23		5
	26-29*		4
	30	Easter Break	0
April	2-3	Easter Break	0
	4-6		3
	9-13		5
	16-20		5
	23-27		5
	30		1
May	1-4		4
	7-9	Final Exams	3
	10	Graduation	1
	11	Unscheduled AM	0.5
	14	Grades Due at Noon	0.5
			82

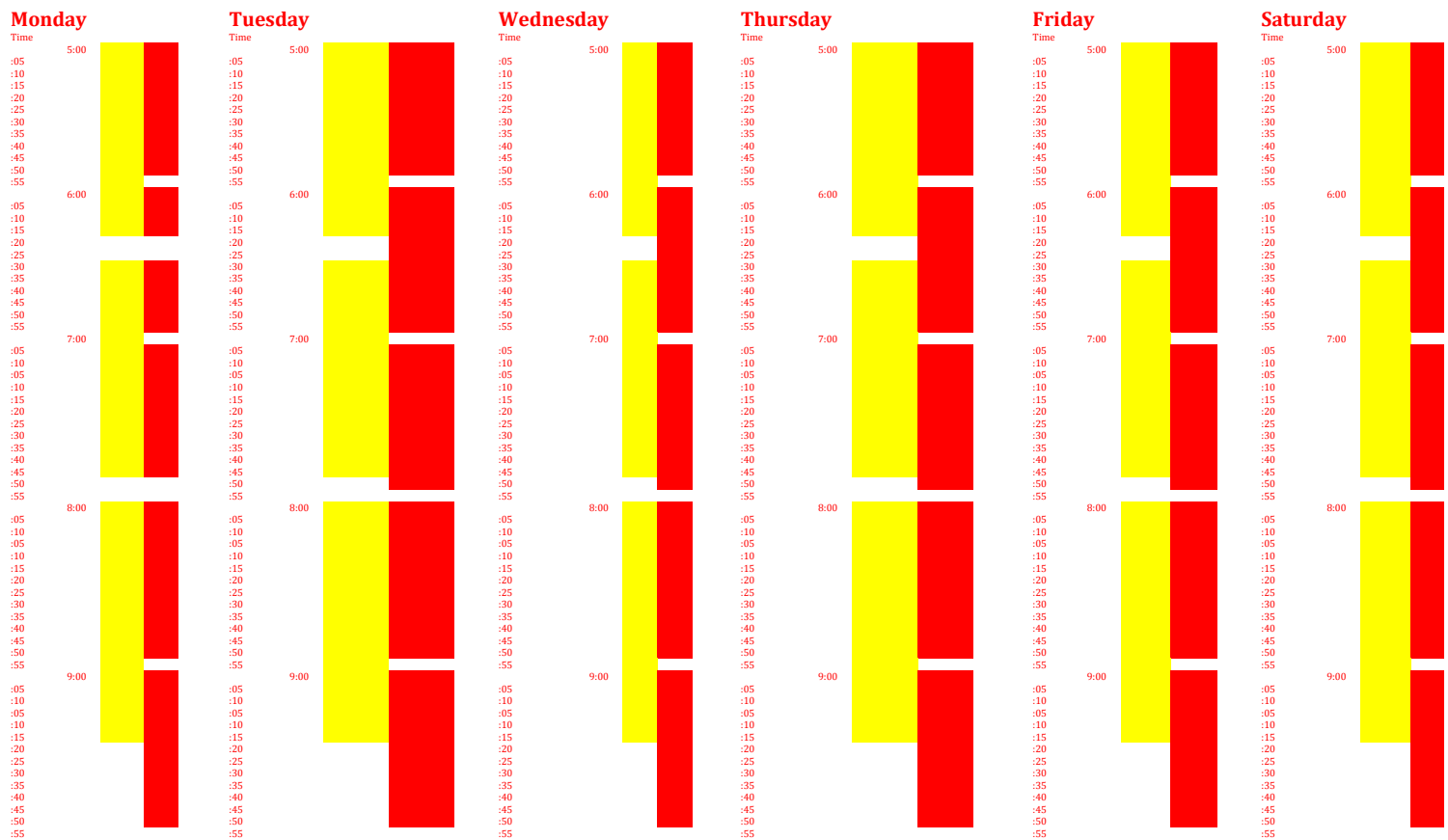
* Classes end at 5:00 PM

APPENDIX F

ACADEMIC SCHEDULE TIME MATRIX

New Scheduling Matrix, 75 and 50 Minute Period Option

Monday			Tuesday			Wednesday			Thursday			Friday			Saturday		
Time	8:00		Time	8:00		Time	8:00		Time	8:00		Time	8:00		Time	8:00	
:05			:05			:05			:05			:05			:05		
:10			:10			:10			:10			:10			:10		
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:35			:35			:35			:35			:35			:35		
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1. Start times for all courses are fixed at the beginning of one of the 75 or 50 minute time blocks

2. Course end times may vary as long as they remain within one of the time blocks

(i.e., a course cannot end in the 10-15 minute travel period between time blocks)

3. A Monday-Wednesday or Tuesday-Thursday 2 day format is preferred

Other allowable formats are:

- Course Scheduled on 1 day can meet any day
- Courses scheduled on 2 days meet MW or TTH (Preferred Schedule)
- Courses Scheduled on 3 days meet MWF
- Courses Scheduled on 4 days meet MTWTH
- Courses Scheduled on 5 days meet MTWTHF

4. No Classes or Office Hours may be scheduled during the identified meeting periods, they are reserved as indicated:

Week of the Month
1st
2nd
3rd
4th

Tuesday
President/All College
College wide committees
Departments
College wide committees

Thursday
Vice Presidents
Program Area Meetings
Department Committees
Faculty Council

Evaluation is completed every three years.

APPENDIX G PEER CONSULTATION FORM

Faculty Name _____ **Department** _____ **Course** _____

Term _____ **Year** 20 _____

Peer Reviewer _____ **Department** _____ **Date of Observation** _____

Quantitative Rating: **1= Area for Growth** **2 = Satisfactory** **3 = Excellent** **NR=Not observed/rated**

DOMAINS OF EFFECTIVE TEACHING	OBJECTIVES	PEER RATING	QUALITATIVE REMARKS
A. Content Area Knowledge/Position Responsibilities	1. Demonstrates solid understanding of advising/counseling and/or content/subject(s) being taught. 2. Responds to students during sessions. 3. Participates in professional development activities. 4. Communicates effectively with students and co-workers.	1 _____ 2 _____ 3 _____ 4 _____	
B. Management & Organization	1. Presents well-prepared advising /counseling content/ syllabus with clear and appropriate expectations. 2. Anticipates and avoids potential management problems. 3. Creates a positive and constructive advising/counseling/learning environment; classroom/area is safe/orderly. 4. Demonstrates clear preparation for session. 5. Demonstrates productive use of advising/counseling/instructional time and time on task.	1 _____ 2 _____ 3 _____ 4 _____ 5 _____	
C. Instruction/Advising/ Counseling	1. Provides connection between course objectives, core competencies and content. 2. Course material is consistent with Course Outline. 3. Creates relevant and meaningful learning experiences for students. 4. Uses multiple methods of presentation. 5. Clearly states purpose/objective of lesson being taught. 6. Provides clear directions and examples. 7. Uses appropriate and effective strategies to meet learning objectives. 8. Continually monitors student feedback and adapts accordingly. 9. Elicits solid summary of learning at close of session. 10. Establishes positive rapport with students 11. Helps student(s) to address needs/concerns 12. Promotes relevant and meaningful support for students 13. Uses appropriate and effective strategies to meet position objectives. 14. Continually monitors feedback from students and co-workers; adapts accordingly 15. Services are provided in accordance with relevant code(s) of ethics and/or published professional standards.	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____	

D. Assessment	1. Develops rubrics or criteria for assessing student work using multiple measures that accurately match/measure course objectives. 2. Uses student performance on assessments to improve instruction and self-evaluate. 3. Demonstrates the ability to assess/match student needs to resources.	1 _____ 2 _____ 3 _____	
E. Professional-Student Interaction	1. Interacts respectfully and sincerely with others. 2. Projects voice with adequate volume, enthusiasm, and varying tone and inflection. 3. Actively listens to students. 4. Communicates clearly and effectively with students and co-workers.	1 _____ 2 _____ 3 _____ 4 _____	
F. Professional Behaviors and Disposition	1. Consistently reports on time or early for professional responsibilities. 2. Neat and clean appearance appropriate to the setting and activity. 3. Instructor is well-prepared for class and other professional responsibilities. 4. Collaborates/communicates well with students, department personnel and other professionals. 5. Receives feedback considerately and attempts to implement suggested changes. 6. Maintains posted office hours. 7. Contributes to professional growth of the college outside of the classroom.	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____	

SUMMATION OF STRENGTHS & AREAS FOR GROWTH

Strengths:

Areas for Growth:

Peer Reviewer Signature

Date

Faculty Signature (verifying awareness of information in evaluation instrument)

Date

APPENDIX H

REVERSE PEER CONSULTATION FORM

Faculty and Professional Staff choosing to utilize the Reverse Peer Evaluation process to meet the provisions of the Master Agreement for peer evaluations every three years may do so by providing a substantive statement of the basic principles learned during the observation of one (1) Peer Mentor and how these observations will be applied to the Employee's professional development. Please submit this signed form along with an attached statement.

Peer Mentor Observed

Date of Observation

Peer Mentor Signature

Date

Employee Signature

Date

APPENDIX I

STUDENT COURSE EVALUATION (Faculty use only)

Instructor: _____ Course Name: _____ Section #: _____

Instructions: In an effort at continuous course improvement, your instructor would appreciate your thoughts on the following questions. Please think back over the semester and be as detailed and thorough as possible in your responses.

1. What did you like best about this course?
2. What suggestions do you have for helping your instructor improve this course in subsequent semesters

APPENDIX J

ADMINISTRATIVE STUDENT FEEDBACK INSTRUMENT

Evaluator Guidelines:

1. Divide the class into groups of 5.
2. Have each group select a leader who will record the responses of the group.
3. Read the student guidelines to the class and explain to each group the need for achieving consensus before recording responses.
4. Allow the students 15 minutes to answer the following three questions (if students appear uncomfortable, leave the room while they conduct their discussion):
 - a. What do you like most about this course?
 - b. What suggestions do you have for improving this course?
5. Once the students have assembled their list of responses, have all groups report and explain their findings.
6. Listen, ask any clarification questions and make a master list of data for each question.
7. Type the outcome and provide a copy of it along with a verbal explanation to the instructor of the course.

Student Guidelines:

1. Respond as carefully and with complete detail to each of the three questions.
2. Before recording a response to any question, make sure that every member of your group agrees with what is being communicated.

APPENDIX K

ADMINISTRATIVE EVALUATION CRITERIA

1. An arrival of the teacher minutes before the class starts so preparations can be made for an on time start of the class.
2. A comfortable atmosphere where students appear at ease with the instructor, as they take their seats (e.g., greetings or pleasantries exchanged, simple questions answered, and quiet student conversation).
3. A prompt on time start of the class honoring those who are there and ready to go to work while not embarrassing those who arrive late (both deserve respect).
4. If attendance must be taken, it should be done quickly and not at the beginning of class (better yet it should be done transparently, by returning or collecting papers at the end of class or with a sign in sheet).
5. Was the day's lecture/lab placed in context by reminding the students of the information covered in the immediate past meeting, by explaining what will be covered in the day's meeting, its importance and finally how it will prepare the individual/class for upcoming information, coursework and/or post graduate work?
6. The display of enthusiasm for the subject matter (nothing does more to motivate students than a highly knowledgeable faculty who displays genuine enthusiasm for the subject matter being delivered).
7. Pace of delivery (i.e., can students keep up with the amount of information being delivered); are there sufficient pauses to answer questions, make a note on the board, hand out materials, do a demonstration, etc., that will allow the students to maintain contact with the material and take notes?
8. Engaged students.
9. Are stories and anecdotes appropriate and illuminating to the subject?
10. If media is used, is it readable and does it appropriately enhance or illuminate the point being made?
11. Does the instructor appropriately and respectfully answer questions posed by students?
12. If the book or other required material is referenced is it done in positive terms?
13. Teacher/student eye contact as appropriate, minimizing lengthy times in which the teacher has his/her back to the students.
14. Is the class under control (e.g., by the truncating of sidebar conversations, chatter, cell phone conversations, texting, and inappropriate student to student criticism).
15. To be interested and motivated by what I am observing.
16. A timely wind down of the class by reviewing the material covered during that period as appropriate and upcoming assignments and happenings.
17. An on time dismissal of the class.
18. Did the class, from start to finish, appear well thought out?
19. Was the topic of the day within an hour or two of that published on the course schedule/outline?
20. Unique and interesting delivery methods that might be able to help other instructors and their students.
21. Things out of the ordinary both good and bad.

APPENDIX L
GRIEVANCE REPORT FORM

Grievance Number _____

1. Step One (Verbal)

Grievant(s):

Administrator:

Date of Meeting: _____

Others Attending Meeting:

2. Step Two (Written)

Date of Filing: _____ Date Cause of Grievance Occurred: _____

Statement of Grievance/Contract Violations(s):

Statement of Relief Sought:

Date Received by Administrator: _____

Disposition of Grievance by Administrator:

Signature of Administrator: _____ Date: _____
(Advance to Step Four if the President is the immediate supervisor.)

3. Step Three (President)

Date Disposition of Step Two Received: _____

Disposition of Grievance by Faculty Council Grievance Committee:

Signature of Faculty Council Representative: _____
Date: _____

Date Filed with President: _____

Date Received by President: _____

Disposition of Grievance by President:

Signature of President: _____ Date: _____

4. Step Four (Arbitration)

Date Disposition of Step Four Received: _____

Date Submitted to Arbitration: _____

Disposition and/or Award by Arbitrator:

Signature of Arbitrator: _____ Date: _____

APPENDIX M

VOLUNTARY SEVERANCE INCENTIVE PLAN

Alpena Community College and the Faculty Council enter into this Letter of Understanding to establish a Voluntary Severance Incentive Plan as follows:

1. The purpose of this plan is to assist full-time non-probationary Employees who may voluntarily elect to sever employment with the College at the end of the Fall 2014 semester or Spring 2015 semester. Participation in the plan is totally voluntary on the part of an eligible Employee.
2. Employees who choose this voluntary plan as of October 31, 2014 for an end of Fall semester resignation will receive a total incentive payment of fifty percent (50%) of their current base pay. Said payment will be made in two (2) lump sum amounts each to be paid on the first (1st) payroll of January 2015 and 2016. Employees who choose this voluntary plan as of December 31, 2014 for an end of Spring semester resignation will receive a total incentive payment of forty percent (40%) of their base pay. Said payment will be made in two (2) lump sum amounts each to be paid on the first (1st) payroll of September 2015 and 2016. All payments will be made directly to the Employee unless otherwise directed.
3. Deductions shall be made as required for state and federal withholdings where applicable.
4. The College will accept no more than eight (8) Employees as participants in this incentive plan. Participation shall be on a first come, first served basis. Only one (1) participant will be accepted per academic program.
5. If choosing to resign effective the end of Fall semester 2014, written notice of intent to accept this plan, along with letter of resignation, must be delivered to the Director of Human Resources or his/her designee prior to October 31, 2014 (2:00 p.m.). If choosing to resign at the end of Spring semester 2015, written notice of intent to accept this plan, along with letter of resignation, must be delivered to the Director of Human Resources or his/her designee prior to December 31, 2014 (2:00 p.m.), the expiration date of this plan. Formal notification of the plan will occur on or about April 30, 2014.
6. The Board in its sole discretion may waive any of the requirements for participation.
7. The Board will only accept applications from Employees working in multiple member departments (more than one full-time Faculty member in a subject area).
8. Employees who wish to participate in the plan shall sign a release and waiver of rights as provided by the administration of the College.

9. Employees participating in the voluntary severance incentive plan will not be eligible for any other early retirement or resignation incentives under any provision of the labor agreement or contract. Employees participating shall not receive unemployment compensation as this is a voluntary resignation without cause attributed to the Employer.
10. Employees participating in the Voluntary Severance Incentive Plan shall execute a release and waiver of rights as provided by the college administration acknowledging and agreeing that he/she has been provided at least forty-five (45) calendar days in which to consider the terms of this Agreement and Waiver /Release and the decision to sever employment and participate in the Alpena Community College Voluntary Severance Incentive Plan. Further, Employee will acknowledge that he/she has a period of seven (7) calendar days following the signing of their Agreement and Waiver/Release in which to revoke this agreement.
11. The College makes no representations or assurances that Voluntary Severance Incentive Plan shall be offered in the future. It is the Board's intent that this is a one-time offering for the 2014-15 academic year.

Dated

Dated

College President

Faculty Council President

APPENDIX N

LETTER OF AGREEMENT - DIRECTOR OF NURSING POSITION

To: Alpena Community College Faculty Council/MEA/NEA

From: Kathy Marsh, VP of Academic and Student Affairs

Date: November 8, 2013

Re: Memorandum of Understanding Section 15.1.7 Return to Employee Assignment

On January 25, 2013, a Resolution was adopted by the Ad Hoc Vacancy Committee and the Employer, under 15.1.1 of the Faculty Contract, not to fill a faculty vacancy in the Nursing Department but rather to agree that the Employer would immediately post and seek to fill a full-time administrative position with the defined duties of directing the nursing program (Nursing Program Director)

The search was unsuccessful and, in accordance with the terms of the January 25, 2013 Resolution, the Employer honored its commitment to fill the vacant Faculty position in September 2013. Due to the lack of a full-time administrator, Faculty member, Mary Linton has been serving as a Faculty Director. The parties are in agreement that an full-time administrator is needed for this position and have further agreed that the administrative position of Nursing Program Director, may be assigned to and accepted by a current Faculty member, subject to the terms of this Memorandum of Understanding.

Section 15.1.7 of the Faculty Contract provides that an Employee who becomes an administrator and who desires to return to Employee status may do so within 2 years of the effective date of assignment to the administrative position. In order to encourage the new Nursing Program Director to embrace and commit to the administrative duties required of the job and to allow sufficient time for professional development of the director, it is agreed that the Nursing Program Director shall not exercise her rights under 15.1.7 to return to her prior Faculty position, unless one of the following occurs:

- a) The Nursing Director is removed from her administrative position by the Employer, or
- b) the parties mutually agree that the Nursing Director shall be returned to a Faculty position in the Department within the five year period.

In consideration of such agreement, the Nursing Program Director shall have the right to elect to return to her former Faculty position, in January, 2019, at the end of a five (5) years from the date of assignment to the administrative position or upon the occurrence of an event set forth in a) or b) above within such five year period. The election to return to Employee status in 2019 may be exercised by giving written notice to the Employer no later than August 1, 2018.

In the event the Nursing Director returns to a position as a Faculty member at any time within the five year period provided by this Memorandum of Understanding, the least senior Faculty member in the Department shall be subject to layoff, except in the event that there is Faculty vacancy in the Department which the Employer has determined to fill and the Nursing Director returns to fill such vacancy.

The administrative director shall retain her seniority as Faculty member during the five (5) year period. Such seniority rights shall terminate at the end of such five (5) year period if the administrator does not return to a position as Faculty member.

It is acknowledged by the parties that this modification to the provisions of Article 15.1.7 is intended to address a unique situation, to provide an incentive to fill an administrative position which has been difficult to fill, and to obtain a commitment from the holder of the position to defer exercising certain rights in order to permit sufficient time for administrative professional development. This agreement is not intended to establish a precedent or practice with respect to any other positions.

This Memorandum of Understanding modifies that rights of the parties under Section 15.1.7 of the current Faculty Contract and this Agreement shall survive the expiration of such Contract.

Scott Ratz

Scott Ratz, President of Alpena Community College Faculty Council

11/20/13

Date

Tom Gougeon

Tom Gougeon, Personnel Rep for Alpena Community College Faculty Council

11/20/13

Date

Dr. Olin Joynton

Dr. Olin Joynton, President

Nov 20, 2013

Date

Kathy Marsh

Kathy Marsh, Vice President of Academic and Student Affairs

11/20/13

Date

Melissa R. Fournier

11/20/13

APPENDIX O

TIMELINE FOR BUILDING CLASS SCHEDULE

Description of Work to be Done	Summer & Fall	Spring
VP office and Registrar – define calendar dates for terms. (start/end dates for terms, holidays, staff development, etc.) Calendar submitted to Facilities office for Campus Cal build.	October 1st	March 1st
Schedule Building is made available for revisions. MIS reviews/updates user access rights to Schedule Builder.	November 1st	April 1st
Updating of schedule by Department Chairs/Director via “Schedule Builder”.	November 1st through January 15th	April 1st through August 15th
V.P.’s office notifies MIS to freeze the schedule in Schedule Builder and prepare to move it to Datatel	January 15th	August 15th
MIS completes upload to Datatel, verifies data in SQL database, and then uploads to R-25.	January 25th	August 25th
V.P.’s office reviews schedule for appropriate number of sections and offerings	January 25th through February 15th	August 25th through September 15th
Facilities Mgmt. works on the resolution of room conflicts with the department chairs and the V.P.’s office input.		
Schedule now available via Datatel and all revisions must be submitted on course authorization form. Students are notified that they can view the schedule	February 15th through Registration	September 15th through Registration
MIS provides Public Information with schedule information so it can be formatted to a pdf for availability on the web site.	February 15th	September 15th
Publish the schedule	March 1st	October 1st
Registration Opens	Last Week in March	Last Week in October