



-AND-

SMC FACULTY ASSOCIATION, MEA/NEA

COLLECTIVE BARGAINING AGREEMENT

Effective
November 18, 2019 through June 30, 2023

This agreement made and entered into on the 18th day of November, 2019 by and between SOUTHWESTERN MICHIGAN COLLEGE (hereinafter designated as “SMC,” the “College,” or “Employer”) and the SOUTHWESTERN MICHIGAN COLLEGE FACULTY ASSOCIATION, MEA/NEA (hereinafter designated as the “Association”).

This agreement shall be effective upon mutual ratification through the 30th day of June, 2023.

Contents

Recognition.....	4
Purpose and Intent.....	5
Academic Responsibility.....	6
Academic Freedom.....	8
Faculty Load.....	9
Summer Break Responsibilities	10
Responsibilities related to Student Success, College Goals, and the Strategic Plan	11
Professional Development	12
Faculty Evaluation	13
Student Course Evaluations.....	18
Faculty Salary.....	19
Retirement Benefits	22
Health and Ancillary Benefits	23
Life Insurance	24
Tuition Benefits	25
Tuition Remission	25
Tuition Reimbursement.....	25
Faculty Rank.....	26
Professional and Ethical Conduct	27
College Policies, Rules, and Regulations.....	29
Drug Free Workplace.....	30
Employment Status	32
Employee Rights	35
Association Representation.....	35
Ownership of Creative Works/Publications/Inventions.....	35
Personnel Files.....	35
Leaves of Absences.....	36
Jury Duty.....	36
Bereavement	36
Military Leave	36
Sick Leave.....	37
Other Leaves Without Pay.....	38
Association Rights.....	39
Use of Coll. Fac. & Equip.....	39

Right to Info from College	39
Board Agenda & Minutes	39
Notice of New Employees	39
Association Business and Representation	40
Dues Collection	40
Grievance Procedure	41
Rights of the College	44
Academic Calendars	46
Academic Calendar for 2019-2020	46
Academic Calendar for 2020-2021	47
Academic Calendar for 2021-2022	48
Academic Calendar for 2022-2023	49

Recognition

SMC recognizes the Association as the exclusive bargaining agent for the full-time faculty members of the College, excluding Deans, Supervisors, Executives, Adjunct Faculty, substitutes, temporary employees and all other College Employees.

The College agrees not to negotiate with any organization other than the Association for the duration of this Agreement concerning the wages, hours, and terms and conditions of employment of personnel employed in the bargaining unit described above.

Purpose and Intent

The purpose and intent of this agreement are as follows:

Article VIII, Section 7 of the Michigan Constitution of 1963 states that the legislature shall provide by law for the establishment of public community colleges which shall be supervised and controlled by locally elected Boards of Trustees.

Pursuant to the provisions of the Community College Act, No. 331, of the Public Acts of 1966, the Board of Trustees has the authority and responsibility to promulgate rules for the proper establishment, maintenance, management, and administration of the College. In addition, the Board must adopt Bylaws, rules and regulations for its own government, and for the control and government of the College district.

The most fundamental function of the College is to provide affordable access to high quality postsecondary education to the taxpayers of our region and their children. Measurable high quality and relative affordability are hallmarks of SMC. The Board and the Association recognize that it is essential for the benefit of students and service to our taxpayers to have efficient operations of the College. The purpose of this Agreement is to develop a continuing harmonious and constructive relationship between the College and the Association.

Academic Responsibility

Providing high quality instruction, creating opportunities for: student success for all students, student satisfaction, retention, graduation, successful transfer and robust enrollments in their subject areas are the core responsibilities of each faculty member.

Each faculty member shall, throughout the academic year, devote his/her full time attention and energies to his/her assigned duties as necessary to timely complete all assigned duties and tasks.

Faculty members shall:

- A. Be effective and dedicated teachers.
- B. Support the SMC instructional vision that is student-centered, and embraces active and collaborative learning.
- C. Maintain satisfactory professional credentialing.
- D. Develop and produce measurements of academic outcomes for all courses taught and collaborate to develop these outcomes measures for academic programs that include their courses, maintain accurate records of such and submit to Chair and Dean within 30 days of the conclusion of each semester.
- E. Treat students fairly, with courtesy and respect.
- F. Advise/Mentor students.
- G. Be subject matter experts that remain current and connected to their discipline.
- H. Participate in recruiting, retaining, developing and graduating students.
- I. Work diligently to maintain the transferability of all transfer courses they teach.
- J. Return graded student assignments in a timely manner.
- K. Respond to student inquiries in a timely manner.
- L. Maintain accurate course information on the College's learning management system
- M. Hold a minimum of five scheduled office hours per week during Fall and Spring semesters.
- N. Serve each semester in at least two of the following: college committee member, club advisor or co-advisor, program lead/outcomes coordinator, course lead/outcomes coordinator for a multi-section course.
- O. Promptly report any incidents of workplace violence, threats of workplace violence, or observations of workplace violence, including any threatening behavior by students, to the appropriate official.
- P. Participate in institutional training required of all full-time employees of the College. Examples include but are not limited to diversity training, sexual harassment training, FERPA training, Title IX training, safety and security procedure training, and so forth, as well as any other training as agreed upon by the College and Association.

- Q. Participate as applicable in college-wide surveys, data gathering, grade reporting, Early Warning System, No-Show Reporting, outcomes assessment, Noel-Levitz, NCCBS, etc.
- R. Adhere to institutional policies & procedures and recommend changes where needed.
- S. Bring credit to SMC through demonstrating the highest level of professionalism.

Academic Freedom

Faculty are free to present instructional materials that are consistent with the approved course outcomes, as presented in the syllabus, and are pertinent to the subject and level taught. The faculty member must allow students to be free to learn in an environment which includes fair and uniform grading and which is free of inappropriate harassment that originates from or is tolerated by the instructor. In addition, opinion and theory should be identified as such by the instructor.

Faculty members shall have the right to select the textbooks, supplemental materials relevant to the course, and associated methodologies for the courses they teach. Uniform textbooks within courses may be required by the College.

Faculty Load

Teaching is the primary, but not sole, responsibility of faculty members. Other responsibilities include advising students, enrollment activities, committee participation, and the like (see Academic Responsibility for a more thorough enumeration).

Full-time faculty who are primarily teaching on one of the College's two-campus (referred to as "campus-based faculty") shall in addition to teaching during the fall and spring semesters shall also be scheduled for four (4) days before the beginning of fall semester, two (2) days before the beginning of Spring semester, and two (2) days for outcomes assessment following the spring semester. Campus based faculty teaching loads typically include 15 credit hours or 21 contact hours per week. The Vice President for Instruction (or designee) shall annually establish the appropriate balance among each category of work for each campus based full-time faculty position that will provide the maximum benefit to the College.

Campus based teaching assignments of three or four days per week rather than 5 days per week must be approved by the Vice President for Instruction and will be considered when it is in the best interest of students to so schedule an individual faculty member for a given semester. It is entirely possible that an individual faculty member may be scheduled differently for Fall and Spring semesters.

Campus-based teaching assignments of less than 15 credit hours or 21 contact hours in a semester require the written approval of the Vice President of Instruction.

All campus based faculty positions are categorized into one of two major groups according to how their teaching load is determined—by credit hour (lecture) or by contact hour (lecture/lab). This distinction is made primarily by whether the faculty course assignments include no contact hours (or relatively few) in excess of credit hours (credit hour position) or a relatively large number of contacts in excess of credit hours (contact hour position).

Faculty who are hired to teach primarily at a high-school location shall have their workload and schedule aligned with the host institution. In this case, load is not calculated by credits or contacts, but is intended to fill the instructional day aligned with the host institution's teaching schedule. Start dates, end dates, and all matters of scheduling for these individuals will be aligned with the host institution's schedule.

Release time assignments and/or stipends for Honors Program, Program Directors, Moodle Coordinator, and Stem Director that were awarded during either Spring 2019 or Fall 2018 shall be awarded at least at the same level during the term of this agreement. This provision does not imply that the same individuals will necessarily receive these stipends or assignments. The decision of who receives these stipends or release time assignments is the prerogative of the College.

Summer Break Responsibilities

Faculty are not required to teach, and have the right to travel and pursue non-college activities during the Summer break beginning in early May and concluding in late August.

Nonetheless, as full-time employees of the College, faculty also have responsibilities to continue to positively affect student success, retention, graduation, transfer, student satisfaction and enrollments in their subject areas during this time. Non-teaching duties during Summer Break as part of this employment include:

- A. Monitor and respond to college communications in a timely manner.
- B. Participate in the small number of college and committee meetings held during the Summer, as necessary
- C. Participate in up to three (3) college recruiting activities.
- D. Serve as faculty representatives at up to two (2) scheduled new-student student orientations.
- E. Meet with advisees and prospective students as needed.

In order to provide maximum flexibility to full-time faculty members who are not teaching during the summer, such faculty members must participate in requirements listed in items B, C, D and E every other summer.

No later than March 1st, the College will notify the Association President of the specific needs of the college for the upcoming summer. No later than March 15th of each year, a full-time faculty member may apply to the Vice President of Instruction for an exemption from the summer break requirements. The decision of the Vice President of Instruction is final and not subject to the grievance procedure.

Responsibilities related to Student Success, College Goals, and the Strategic Plan

The College's Strategic Plan is the multifaceted set of college-directed activities to increase student success, student satisfaction, retention, graduation, successful transfer and robust institutional enrollments. Faculty members from each academic department shall be included in the development of the Strategic Plan. Upon adoption of the Strategic Plan by the Board of Trustees, copies of the plan shall be distributed to all departments and faculty members shall work to promote the advancement of the Strategic Plan.

Professional Development

SMC is committed to providing for professional development for faculty. This includes but is not limited to investing in the continued subject-matter expertise of our faculty in their own specialties, and investing in pedagogical training for active learning, in using technology to improve learning, and in using cooperative and active learning strategies.

Key information related to instruction comes primarily through faculty orientation sessions prior to the beginning of fall semester and prior to the beginning of spring semester. Attendance at these sessions and at departmental orientation meetings is mandatory. Policies and procedures used in coordinating the instructional program are made available prior to each semester through instructional update videos and emails from the Vice President of Instruction's office. In-service training sessions related to specific subjects will be periodically scheduled for full-time and part-time faculty.

All professional development expenditures must be approved in writing by the Vice President of Instruction before the expense is incurred. If the professional development expenditure involves out-of-state travel, this must be approved in writing by the college President before the expense is incurred.

Southwestern Michigan College's commitment to faculty development includes many internal instructional support systems, which may include the following: national experts on various learning strategies brought in to work with our faculty; one-on-one training set up for faculty in many areas; teaching-related publications provided to faculty; summer development grants awarded for selected curricular improvements; active mentoring program established for new faculty; as well as other programs and services provided internally. In addition, faculty pursuing advanced degrees or training in subject areas needed by the college are eligible for the SMC Employee Tuition Reimbursement Program as funds are available.

Training that is required of all college employees in selected topics of institutional concern, including but not limited to: Sexual Harassment Prevention, Title IX Compliance, Workplace Safety, and others may be required of Association members as well.

Faculty Evaluation

Providing high quality instruction, creating student success, student satisfaction, retention, graduation, successful transfer and robust institutional enrollments are the core responsibilities of each faculty member. For this reason, these criteria shall form the core of the evaluation of the faculty.

This procedure will culminate in written evaluations annually for all newly appointed faculty on one-year appointments, in biennial written evaluations for faculty on two-year appointments, and in triennial written evaluations for faculty on three-year appointments per: Employment Status.

Multiple measurements of student success as well as measurements of student satisfaction will be the major components of the evaluation. Additionally, any faculty responsibilities set forth in this agreement may be included in the evaluation including but not limited to participation in college-wide surveys, data gathering, outcomes assessment, Noel-Levitz, NCCBS, committee participation, etc.

At the beginning of each Fall Semester, full-time faculty will establish goals in concert with their School Dean. Regardless of whether a full evaluation is due at the end of that academic year, review of these goals between dean and faculty member should occur before that academic year's Commencement.

In the Spring Semester of the final year of a full-time faculty member's appointment, he/she will compose a self-evaluation to be submitted to the applicable dean by March 1. The self-evaluation will focus on achievement of that year's goals, as well as five (5) areas of responsibility for all full-time faculty members: Teaching; Curriculum Leadership & Ownership; Advising & Mentoring of Students; Administration; and Professional Responsibilities. Each faculty member has the ability to adjust the weight for each of these five areas to capture accurately how time has been devoted to each. Faculty members are encouraged to attach appropriate portfolio materials with the evaluation instrument. (See Faculty Evaluation Form following this Article).

Each category within the faculty evaluation provides examples of the specific kinds of evidence that faculty can use to justify their performance in that area. Since teaching is the primary responsibility of all faculty, the faculty should reference specific student-based metrics, such as student evaluations, course evaluation data, and grade distribution data to provide the basis for self-examination. Because the teaching and learning environment is so crucial to student success, each faculty member is encouraged to work with his or her dean to include a classroom observation visit as part of the discussion regarding the faculty member's teaching. The observations can be done by either the dean or a proxy for the dean, as mutually agreed upon by faculty member and dean.

Once the faculty member has submitted the evaluation, the dean will provide feedback and comments for each of the five summative narratives, along with composing a general compliance summary statement that characterizes the faculty member's attention to college-wide compliance: final grade submission, academic warning usage; posting of syllabi; and so forth. (See Faculty Evaluation form following this Article).

The dean then provides a final performance evaluation narrative summary, ultimately assigning one of three ratings: “Exemplary,” “Professional” or “Needs Improvement.” The evaluation is then shared with the Vice President of Instruction as the Senior Rater, who also provides a narrative summary, and a final rating. If the dean and the VP of Instruction disagree on the rating, they will confer and come to agreement on an agreed upon rating.

At that point, the dean will reach out to the faculty member to set up a one-on-one evaluation meeting during April. The evaluation will be provided at least 48 hours in advance of the one-on-one evaluation meeting. (See Faculty Evaluation form which follows this Article).

Faculty Evaluation

Content in bold to be completed by faculty member

Content in italics to be completed by Dean or Vice-President (rater & senior rater)

I. Basic Information

Name:

Principal Teaching Area:

College-based and Personal Goals (as identified at beginning of academic year with Dean):

II. Teaching -- Total Weight (between 55% and 70%) _____

Teaching Summary: (Describe overall teaching effectiveness, referring as appropriate to general faculty job description, grade distribution data, course evaluation data, specific student comments from evaluations, and/or other indicators of effective teaching and learning as identified within the department, school or college. Be specific.)

Rater Comments:

III. Curriculum Leadership and Ownership -- Total Weight (between 5% and 15%) _____

Curriculum Leadership and Ownership Summary: (Describe specific initiatives or projects related to curriculum leadership and ownership, referring as appropriate to general faculty job description, goals, institutional requests, or other. Be specific.)

Rater Comments:

IV. Advising/Mentoring of Students -- Total Weight (between 5% and 15%) _____

Advising/Mentoring of Students: (Describe activities related to advising and/or mentoring students, referring as appropriate to general faculty job description, goals, institutional requests, or other. Be specific.)

Rater comments:

V. Administration -- Total Weight (between 5% and 15%) _____

Administration: (Describe activities related to general administrative responsibilities for the college, including but not limited to participating in maintaining a positive culture at the college. Refer as appropriate to general faculty job description, goals, institutional requests, or other. Be specific.)

Rater comments

VI. Professional Responsibilities -- Total Weight (between 5% and 15%) _____

Professional Responsibilities: (Describe activities related to professional development responsibilities, referring as appropriate to general faculty job description, goals, institutional requests, or other. Be specific.)

Rater comments

***Note that the weighted percentages must equal 100%**

Part VI: General Compliance Summary (Syllabi, Moodle, Timely Response to Students/Grades, Academic Warning, Departmental/College Participation)

Part V: Overall Performance Evaluation by Rater (with narrative summary). Either exemplary, professional, or needs improvement

Part VI: Overall Performance Evaluation by Senior Rater (with narrative summary). Either exemplary, professional, or needs improvement

Appendix 1 to be attached: Grade Distribution Data

Student Course Evaluations

In order to promote continuous quality improvement, the College may gather student course evaluations using a standardized evaluation form (attached). Faculty shall encourage students to fully participate in the course evaluation process and shall not coerce or influence students as to the evaluation contents provided by students.

Upon ratification of this agreement the parties shall establish a committee composed of an equal number of faculty and administrators and a representative from institutional research to establish process improvements and incentives to students to increase the participation rates of students in the course evaluations.

Course Evaluation Questions

1. My instructor's presentation of course content was clear and helped me learn the material.
2. Instructional activities (group projects, homework, classroom exercises, and discussions, for example) were useful in helping me learn the course material.
3. I felt my instructor cared about his/her student's success in the course, including my own.
4. Course resources were provided through Moodle so that I could access them at appropriate times throughout the semester.
5. I was provided with timely feedback throughout the course so that I could monitor my academic progress at appropriate times throughout the semester.
6. This class started and ended on time, and class time was used effectively.
7. Overall, I would recommend this class to other students.
8. Overall, the instructor fulfilled the responsibilities and expectations as would be expected for a course of this type.
9. This course challenged me to take an active role in my learning.
10. I anticipate receiving the following grade in this course:
11. The average number of hours per week I spent OUTSIDE of class preparing for this course (reading, homework, studying) was:
12. Which class-related activities or qualities of your instructor were especially helpful to you in learning this subject?
13. How could this course be improved?
14. How could your instructor have been more helpful to your success in this course?
15. Additional comments that you would like to share include:

Faculty Salary

This agreement includes three lanes of educational attainment – Master’s Degree, Master’s Degree plus 30 graduate credit hours in their discipline, and Doctorate Degree.

Years Service	Rank	Educational Attainment		
		Master’s	Master’s +30	Doctorate
New Hire	Assistant Professor	\$46,000	\$49,000	\$52,000
5 years	Associate Professor	\$54,000	\$57,000	\$60,000
8 years	Professor	\$62,000	\$65,000	\$70,000

A. Faculty Salary Determination for returning full-time faculty members. Within each lane of educational attainment there are three levels of years of service (rank) – Assistant Professor (starting), Associate Professor (5 years), and Professor (8 years).

1. Starting in August 2020 (AY ‘20/’21), each full-time faculty member is awarded either the stated minimum amount in the schedule based on their years of service (rank) and educational attainment as of September 1, 2020 or a 2% increase over their prior year (AY ‘19/’20) base salary, whichever is higher. However, in no case may the placement on the schedule result in more than a 10% annual increase. In these cases, the faculty member will receive a 10% increase to their prior year base salary.
2. In August 2021 and 2022 (AY ‘21/’22 and AY ‘22/’23), each full-time faculty member is awarded either the stated minimum amount in the schedule based on their years of service (rank) and educational attainment as of September 1, 2021 and 2022 respectively, or a 3% increase over their prior year (AY ‘20/’21 and AY ‘21/’22, respectively) base salary, whichever is higher. However, in no case may the placement on the schedule result in more than a 10% annual increase. In these cases, the faculty member will receive a 10% increase to their prior year base salary.
3. Years of service (rank) and educational attainment are based on the faculty’s status as of September 1 of each upcoming academic year. Any salary adjustment for change in years of service (rank) or educational attainment will take effect in the following academic year. Credit for educational attainment shall be given only to degrees from accredited institutions of higher education and for programs directly related to the faculty member’s teaching responsibilities.

B. Faculty Salary Determination for new full-time faculty members. The starting salary for a new full-time faculty member shall be at least the stated minimum salary for their level of educational attainment. Determination of credit for prior teaching experience, certifications and/or work experience to determine academic rank shall be the sole right of the College (in accordance with the Faculty Rank section of this collective bargaining agreement).

C. Overload Pay. An individual's base salary is for the standard faculty load (see Faculty Load). Immediately prior to the beginning of each semester, each campus based full-time faculty member's class assignment schedule will be reviewed by their Dean and the Vice President for Instruction to determine base load as well as courses that will be paid as overload or directed study. The following considerations will be given to base load:

1. If a full-time faculty member has a class with fewer than 5 students that doesn't have to count as load, but could have been cancelled or given to another faculty member, without affecting college initiatives, the course would be paid out as directed study.
2. If a full-time faculty member has a class with fewer than 5 students that doesn't have to count as load, but was a class that the college needed that specific faculty member to teach (either because of credential or special initiative), the course will be counted as load or if need be paid out as an overload.
3. If a full-time faculty member has a class with fewer than 5 students, but the course is needed to meet load, it will be calculated as base load.

D. Overload Assignments. Full-time faculty have the right to decline overload assignments. If the faculty member desires to teach more than the standard faculty load in any given semester, and if he/she is assigned this additional teaching, pay is calculated according to the faculty member's highest credential as follows:

Bachelor's Degree: \$606 a contact hour

Master's Degree: \$688 a contact hour

Doctorate Degree: \$789 a contact hour

Should adjunct compensation change during the term of this agreement, full-time faculty will receive overload pay that is the greater rate of pay from either the 2019-20 academic year rate or the adjunct rate during the academic year in which the course overload pay occurs.

Overloads can only be calculated once a faculty member's full load has been guaranteed to run as regular classes. A maximum of one overload class per semester is allowed unless specifically allowed in a special circumstance by the Vice President for Instruction.

E. Directed Study Pay. Full-time faculty have the right to decline Directed Study assignments. If the faculty member desires to teach a Directed Study course in any given semester, and if he/she is assigned this additional teaching, he/she shall be paid at the rate of \$123.25 per student per contact hour (For example, a 3-contact hour course with 3 students would pay \$1,109.25). Should the college's in-district student tuition rate increase during the term of this agreement, full-time faculty will receive the higher per-student rate in the academic year in which the directed study course occurs.

F. **Summer Teaching Pay.** Full-time faculty have the right to decline Summer Teaching assignments. If the faculty member desires to teach during the Summer, and if he/she is assigned this additional teaching, pay is calculated using the Overload Pay scale (see section C above). A maximum of two courses shall be assigned in the Summer unless specifically allowed in a special circumstance by the Vice President for Instruction.

G. **Chair Stipends and Chair Loads.** Full-time faculty have the right to decline serving as Department Chairs. If the faculty member desires to be Chair, and if he/she is assigned this position, he/she shall receive twelve (12) credits of release time from their base load over the course of Fall and Spring semesters to administer their additional responsibilities. The applicable Dean shall ultimately determine how those 12 credits of release will be spread out over the two semesters.

In addition to release time, each Chair will receive an additional stipend of \$6,000 per 9-month academic year. Chairs that desire to continue to serve in this capacity over the Summer shall request this additional appointment through his/her Dean to the Vice President for Instruction. If the Vice President for Instruction approves, the Chair shall receive an additional \$3,000 for Summer Chair work.

Chairs shall not be eligible to teach overload courses without the approval of the Vice President for Instruction.

H. **Other Stipends and Releases.** The Vice President for Instruction may award stipends and/or course releases for special projects, or for overseeing major initiatives. Full-time faculty have the right to decline taking on such extra duties. Releases shall normally be limited to three (3) credits per semester, but in any case must be approved by the Vice President for Instruction. Stipends can never be more than \$2,500 per semester. Faculty receiving release time or stipends described above are not eligible to teach overload courses for extra pay during the semester of the release time/stipend without specific approval from the Vice President for Instruction. Directed studies, however, may still be done if available and so desired by the faculty member.

Retirement Benefits

Bargaining unit members shall be enrolled in the Michigan Public School Employees Retirement System (MPERS), unless the bargaining unit member elects to participate in the College's Optional Retirement Plan (ORP), in accordance with the statutes and Office of Retirement Services (ORS) regulations governing MPERS and the ORP. The bargaining unit member is responsible for making the election between MPERS and ORP, and is also responsible for making any elections under either plan.

SMC shall contribute an amount equal to 14% of the bargaining unit member's wages as defined by the ORP document on behalf of those bargaining unit members choosing the ORP. The bargaining unit member shall contribute 4%, making a total of 18% contribution to the ORP annually. The ORP is a defined contribution plan with the bargaining unit member immediately vested to 100% of all contributions.

SMC shall make the legally required contribution to MPERS on behalf of each bargaining unit member who has not elected the ORP.

Health and Ancillary Benefits

Health Policies and Benefits: Southwestern Michigan College shall continue to provide the two health insurance plans as described in the attachments (Plan 1 – PPO Premier and Plan 2 – High Deductible Health Plan with Health Savings Account) that are currently offered for the term of this contract. Regarding the Health Savings Accounts, each year the College will invest \$1,000 for single subscribers, \$1500 for double subscribers, and \$2,000 for family subscribers. Association members eligible for health insurance but who elect not to receive it shall be paid \$1,000 annually to opt-out.

Dental Benefits: The College proposes the same coverage as currently exists but does agree to freeze employee contributions to dental coverage for the length of the contract at the same level that was being paid at the time of contract ratification.

Vision Benefits: A new benefit beginning with this contract, the College will provide a new vision plan and pay 100% premium cost for this. The plan shall provide \$10 copays for exams, \$15 copays for single, bifocal, or trifocal lenses, \$0 copay for necessary contact lenses, \$130 allowance for frames, \$130 allowance for elective contact lenses.

Employee Assistance Program: A new Employee Assistance Program, i.e. an employee benefit program that assists employees with personal problems and work-related problems that may impact their job performance, health, mental and emotional well-being, shall be provided at College expense during the full-term of this contract.

Termination of Coverage: SMC's obligation to continue health and ancillary benefits generally shall terminate at the end of the month in which the faculty member terminates employment. If the faculty member has agreed in writing to return for the new work year, SMC agrees to continue to provide health and ancillary benefits; provided, however, that if the faculty member terminates employment in violation of such agreement, the faculty member shall reimburse SMC for any unearned portion of insurance costs.

During the final year of this contract, the Vice President for Business shall convene a committee of SMC employees that includes two members of the Faculty Association that are appointed by the Association to study and recommend changes to the Health, Dental, and Vision benefit plans for the upcoming contract renewal.

Life Insurance

SMC shall provide to each bargaining unit member fully-paid Life and AD&D Insurance equivalent to that provided to all full-time employees and comparable to Lincoln National Life Insurance Company Policy #000010078967.

Bargaining unit members may also purchase additional life insurance on the same terms and conditions as offered to all other SMC employees.

Tuition Benefits

Tuition Remission

All bargaining unit members, their spouses, and unmarried children or stepchildren under the age of 24 (natural or adopted) shall be entitled to free tuition and contact hour fees for any SMC semester/session courses and credit short courses taken while employed at SMC.

Tuition Reimbursement

All bargaining unit members shall be entitled to reimbursement of tuition paid to another institution of higher education or recognized professional organization for courses leading to a degree or certification, in accordance with the 2018-19 SMC Employee Tuition Reimbursement Program as funds are available.

Faculty Rank

Faculty members with no previous full-time college teaching experience shall be appointed to the rank of Assistant Professor.

Faculty members with less than four years full-time teaching experience at Southwestern Michigan College shall also hold the rank of Assistant Professor.

Faculty members with four years full-time teaching experience at Southwestern Michigan College shall hold the rank of Associate Professor.

Faculty members with eight or more years full-time teaching experience at Southwestern Michigan College shall hold the rank of Professor.

Newly appointed faculty members with significant prior college-level teaching experience may, at the discretion of the administration, be appointed to the rank of Associate Professor or Professor. In the event that the initial rank was Associate Professor, such an individual shall be promoted to the rank of Professor after completing three years full-time teaching at SMC.

Professional and Ethical Conduct

A. Professional Conduct

Faculty members must demonstrate respect for students as individuals and should adhere to their proper roles as intellectual guides and advisors. Faculty members shall make every reasonable effort to foster honest academic conduct and to insure that their evaluations of students reflect each student's true performance. College administrators and faculty must respect the confidential nature of the relationship between faculty member and student. Faculty are to avoid any exploitation, harassment, or discriminatory treatment of students and should strive to create a learning environment free of improper bias.

B. Ethical Principles

The College places a considerable amount of trust in faculty members, who bear authority and accountability as educators, mentors and evaluators. Faculty members should be mindful of the potential vulnerability of students which may create a potential for coercion. Except for a spouse, during the time a faculty member is responsible for academic supervision of a student, a personal relationship between them of a romantic nature, even if consensual, is inappropriate. Any such relationship jeopardizes the integrity of the educational process. As an employee of Southwestern Michigan College, faculty agree to adhere to the following:

1. Adhere to appropriate Work Rules and the Code of Conduct Policy.
2. Act with honesty and integrity, avoiding, where possible, actual or apparent conflicts of interest in personal and professional relationships.
3. Act in good faith, responsibly, with due care, competence and diligence without misrepresenting facts or allowing their independent judgment to be subordinated.
4. Maintain skills important and relevant to their responsibilities.
5. Act in the best interest of the College and students in the use of all assets and resources employed by or entrusted to faculty members by the College.

C. Unacceptable conduct includes, but is not limited to:

1. Failure to meet the responsibilities of instruction, including:
 - a. arbitrary denial of access to instruction;
 - b. substantial and unreasonable intrusion of material unrelated to the course;
 - c. failure to adhere, without legitimate reason, to meet class, hold class for the entire scheduled time, to keep office hours, or to hold examinations as scheduled;

- d. evaluation of student work by criteria not directly reflective of course performance;
 - e. unreasonable and unexcused delay in evaluating/grading and returning student work.
2. Discrimination, including harassment (including quid pro quo or hostile environment discrimination) against a student on political grounds, or for reasons of race, religion, sex, sexual orientation, sexual identification, ethnic origin, national origin, ancestry, marital status, medical condition, height, weight or veteran status.
 3. Violation of College policy applying to non-discrimination against students on the basis of disability or need for accommodations.
 4. Use of the position of powers as a faculty member to cause any type of harm to a student for personal reasons.
 5. Participating in or deliberately abetting disruption, interference, or intimidation in the classroom.
 6. Entering into a romantic or sexual relationship with any student for whom a faculty member has academic responsibility (instructional, evaluative, or supervisory).
 7. Acting or speaking in their personal or private capacities while stating incorrectly that they are the positions or opinions of the College or its Board of Trustees.
 8. Using or attempting to use his or her position to improperly secure, request, or grant any privilege, exemption, advantage, or preferential treatment for himself or herself, or any other person or business entity.
 9. Directly or indirectly, using, attempting to use, or permitting another to use any College equipment, facilities, supplies, or staff for personal or commercial gain without the prior consent of the College.
 10. Engaging in employment or rendering services for a public or private interest or business entity where such employment or service is incompatible or in conflict with the proper discharge or performance of the faculty member's duties and responsibilities.
 11. Soliciting or accepting any gift, funds or gratuities, with a value in excess of \$50, from any student, individual or business entity that: (1) is seeking official action by a faculty member or the College; (2) is currently doing business or seeking to do business with the College; or (3) has interests that may be affected in any way by the performance or nonperformance of the official duties of a faculty member. This excludes association affiliated benefits.

College Policies, Rules, and Regulations

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

College policies, rules and regulations that apply to all full-time employees of Southwestern Michigan College shall also apply to employees covered by this Agreement, provided they are not inconsistent with the express written provisions of this Agreement.

Prior to adopting or modifying policies, rules, and regulations which are intended to apply to employees covered by this Agreement, the College shall provide notice to the Association President of consideration of such action at least ten (10) business days prior to the proposed action.

Drug Free Workplace

A. To make certain that the work environment is safe and to comply with Federal law regarding drug free environments, the College may carry out drug and alcohol testing during employment, as set out in this Article. A reliable external agency will carry out the testing. The Association agrees that all members of the Faculty Association shall:

1. Not be impaired by, or work under the influence of, alcohol when at work or at any College functions on or off campus, while travelling for work, or representing the College in any capacity on or off College property.
2. Not have any level of marijuana or other Controlled Substance in their body detectable by urinalysis when at work or at any College functions on or off campus, while travelling for work, or representing the College in any capacity on or off College property. This is a Zero Tolerance rule for any Controlled Substance listed on Schedules I through V of the Federal Controlled Substances Act.
3. Fully comply with this Article, all phases of testing procedures and not attempt to or actually tamper with, dilute, or substitute any specimen sample or test.
4. Agree that the results of all tests conducted under this Article be released to the College, its agents and professional consultants.

Failure to meet any of the above requirements or other provisions of this Article may lead to immediate termination of employment at the sole and exclusive discretion of the College.

B. The College is a substance and drug-free workplace. As such, the College prohibits working under the influence of any level of Controlled Substances or blood alcohol content of .08 or greater. This prohibition includes medical marijuana or recreational marijuana otherwise permitted under Michigan law.

C. Any drug or alcohol sample collection and testing required the College will be conducted by a facility/laboratory located within a convenient distance, which is authorized under State and/or Federal Law and shall be selected at the sole discretion of the College. All expenses related to the testing will be incurred by the College. The College is not required to, and will not, accept test results provided by any testing facility selected by an employee as a substitute for testing by the College's designated testing facility/laboratory.

D. If there is reason to suspect that a faculty member is in violation of this Article, the employee will be suspended with pay until the results of a drug and/or alcohol test are made available to the College. If the College receives notice that the employee's test results were confirmed positive at the levels stated in this Article, the employee will be given the opportunity to explain the positive result. A confirmed positive test at the levels stated in this Article will result in a suspension without pay and a payroll deduction will be made for the entire suspension period until the employee has a meeting with College officials to explain the positive result. Further disciplinary action, up to and including immediate discharge from employment, may occur following the meeting.

E. Testing will be directed when the College or any of its management staff have reasonable suspicion of the influence, possession or use of alcohol or controlled substances in violation of

this Article. Reasonable suspicion will exist when an employee's appearance, behavior, speech, breath, or body odors indicate the influence of Controlled Substance or alcohol use or evidence of possession of alcohol or Controlled Substances is observed.

1. An employee will be transported to the specimen collection site and tested as directed by the College as soon as possible. The College will attempt to contact a family member (or other person designated by the employee), to notify the person of the transportation and testing of said employee or make arrangements for other suitable transportation in order to transport the employee home following reasonable-suspicion testing.
2. An employee required to take a reasonable suspicion test is considered unqualified to work and will be placed on immediate suspension, with pay, pending the results of their test. If the test results are positive at the levels stated in this Article, a payroll deduction will be made for the time of an unpaid suspension.
3. Employees shall not: (a) fail or refuse to appear for testing at a designated testing facility/laboratory; (b) fail or refuse to sign any consent or testing forms required by the testing facility; (c) fail or refuse to produce adequate test samples; (d) attempt to or actually tamper with, adulterate or dilute, or substitute test samples; (e) fail or refuse to cooperate with any part of the testing process. Any violations of these provisions shall be considered a refusal to participate in testing under this Article and may lead to immediate termination of employment at the sole and exclusive discretion of the College.

F. In order to enforce this Article, the College reserves the unlimited right at its sole discretion to inspect any College owned vehicles, desks, lockers, work areas, file cabinets, containers, computers, computer hardware and software, and electronic messaging systems and records. An employee will be asked to be present at a search and may be asked to remove a personal lock from College owned property. Employees are hereby notified that locked areas or containers do not prevent a search and thus employees should understand there is no expectation of privacy on College premises or in any College owned vehicles. When an employee refuses to remove a personal lock, the College may do so for him/her and compensate the employee for the lock.

G. Based on reasonable suspicion of a violation of this Article, the College may conduct searches of any personal property of an employee, including personal containers, purses, brief cases or personal motor vehicles present on College property. Employees shall provide any keys, key fobs, combinations or codes necessary to perform a complete search of personal property. At the time of a search, the employee will be present along with an association representative.

H. Faculty members with substance use problems, which have not resulted in or are not the subject of investigation or disciplinary action, may request approval from Human Resources to take unpaid leave to participate in a rehabilitation or treatment program. Leaves may be granted if the employee agrees to discontinue all use of the problem substance and abides by this Article. The faculty member must supply the College with documentation of satisfactory completion of the program issued by the program provider prior to return to work.

Employment Status

Southwestern Michigan College has two types of full-time faculty: (1) those who are primarily teaching on one of the College's two-campus (referred to as "campus-based faculty") and; (2) those who are hired to teach primarily at a high-school location shall (referred to as "high school partnership faculty.")

A. For Campus-Based Faculty:

Initial full-time faculty contracts are for one academic year of two semesters only. Once this initial academic year appointment has expired, the offer of another full-time contract is at the sole and exclusive discretion of the College president. The initial offer of a full-time contract does not specifically state nor imply continued employment with the College.

A full-time faculty member selected for reappointment shall be offered a two-year contract if he or she will have completed less than five years of full-time teaching at SMC by the end of their current contract. Those selected for reappointment who will have completed five or more years of full-time teaching at SMC shall be offered a three-year contract.

Full-time faculty members serving under a one-year, two-year, or three-year contract shall not have their employment terminated without due-process and just cause. A faculty member whose employment is terminated during the term of their individual contract may choose to use the Grievance Procedure. The outcome of the Grievance Procedure is final and binding on the grievant and the Association. A campus-based faculty member whose services are no longer needed during the term of their individual contract, except in cases for termination for just cause, shall continue to be paid during the life of their individual contract.

Full-time faculty members nearing the conclusion of a their initial one-year contract will be notified online through the employee's self-service not later than April 15 of their final contracted semester if they are being offered another contract. If the faculty member accepts the reappointment, he/she shall acknowledge the online appointment no later than April 30. Failure of a faculty member to submit an online acknowledgement of appointment/reappointment by April 30 shall constitute a rejection of the appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filling, or elimination of the position.

Full-time faculty members nearing the conclusion of a two-year contract will be notified not later than January 15 of their final contracted semester if they will not be offered another contract. If the faculty member accepts another contract, he/she shall acknowledge the online appointment no later than April 30 of his or her final contracted semester. Failure of a faculty member to submit an online acknowledgement of appointment/reappointment by April 30 shall constitute a rejection of the appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filling, or elimination of the position.

Full-time faculty members nearing the conclusion of a three-year contract will be notified not later than November 15 of their final contracted year if they will not be offered another contract. If the faculty member accepts another contract, he/she shall acknowledge the online appointment no later than April 30 of his or her final contracted semester. Failure of a faculty member to submit an online acknowledgement of appointment/reappointment by April 30 shall constitute a

rejection of the appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filling, or elimination of the position.

Once a multi-year contract has expired, the offer of another contract is at the sole and exclusive discretion of the College president. A previous contract does not specifically state nor imply continued employment with the College after the term of that contract has concluded.

B. For High School Partnership Faculty:

Initial full-time high school partnership faculty contracts are for one academic year of two semesters only. Once this initial academic year appointment has expired, the offer of another full-time contract is at the sole and exclusive discretion of the College president. The initial offer of a full-time contract does not specifically state nor imply continued employment with the College.

A full-time high school partnership faculty member selected for reappointment shall be offered a two-year contract if he or she will have completed less than five years of full-time teaching at SMC by the end of their current contract and if two or more years remains on the contract between SMC and the high school. Otherwise, a one year contract shall be offered. Those selected for reappointment who will have completed five or more years of full-time teaching at SMC shall be offered a three-year contract if three or more years remains on the contract between SMC and the high school. Otherwise, a one year contract shall be offered if only one year remains on the contract between SMC and the high school, and a two year contract shall be offered if two year remains on the contract between SMC and the high school.

Full-time high school partnership faculty members serving under a one-year, two-year, or three-year contract shall not have their employment terminated without due-process and just cause unless the partnership high school requests in writing that they no longer be assigned to the high school. A faculty member whose employment is terminated during their contract may choose to use the Grievance Procedure. The outcome of the Grievance Procedure is final and binding on the grievant and the Association.

Full-time high school partnership faculty members nearing the conclusion of a their initial one-year contract will be notified online through the employee's self-service not later than April 15 of their final contracted semester if they are being offered another contract. If the faculty member accepts the reappointment, he/she shall acknowledge the online appointment no later than April 30. Failure of a faculty member to submit an online acknowledgement of appointment/reappointment by April 30 shall constitute a rejection of the appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filling, or elimination of the position.

Full-time high school partnership faculty members nearing the conclusion of a multi--year contract will be notified not later than February 15 of their final contracted semester if they will not be offered another contract. If the faculty member accepts another contract, he/she shall acknowledge the online appointment no later than April 30 of his or her final contracted semester. Failure of a faculty member to submit an online acknowledgement of appointment/reappointment by April 30 shall constitute a rejection of the

appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filling, or elimination of the position.

Once a multi-year contract has expired, the offer of another contract is at the sole and exclusive discretion of the College president. A previous contract does not specifically state nor imply continued employment with the College after the term of that contract has concluded.

Employee Rights

Association Representation

A bargaining unit member shall have the right to Association representation at any meeting with administrators or other representatives of the College where discipline may or will be imposed upon the bargaining unit member or in investigatory meetings where discipline may result to the bargaining unit member. The College shall notify the affected bargaining unit member of his or her right to Association representation and allow the bargaining unit member an opportunity to obtain Association representation prior to the meeting. An investigatory meeting shall not be delayed because a representative of the unit member's choosing is unavailable.

Ownership of Creative Works/Publications/Inventions

Intellectual property means any material, process, or product, whether or not patentable or copyrightable, developed by a faculty member, such as, but not limited to, inventions, textbooks, lecture presentations, articles, reviews, artistic work, musical compositions, and other such creativity produced materials, processes or products.

The College has the unlimited right to use materials produced by faculty members in the course of their assigned work for the College. This includes but is not limited to all syllabi, course outlines, handouts, tests, quizzes, advising materials, program outlines, transfer guides, etc. Faculty members shall have the rights to publish intellectual property that they developed in the course of their assigned work for the College including, but not limited to, textbooks, presentations, articles, and reviews. Any royalties or other revenues arising from or related to these works shall be shared equally between the College and the faculty member.

Intellectual property created by faculty members, whether or not patentable or copyrightable, that are outside of their assigned work for the College shall be the sole and exclusive property of the faculty member. This includes but is not limited to inventions, textbooks, artistic works, musical compositions, and other such creatively produced materials, processes or products. Any royalties for these works shall belong solely to the faculty member.

Personnel Files

A bargaining unit member shall have the right to review the contents of all "personnel records," as defined in the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.), pertaining to the bargaining unit member and to have a representative of the Association accompany him or her in such review. The bargaining unit member shall have the right to inventory and copy those personnel records. No material of an adverse nature may be placed in the bargaining unit member's personnel records without prior notice to the bargaining unit member and the Association President.

Leaves of Absences

Jury Duty

If a faculty member is summoned as a juror or subpoenaed as a witness in any judicial proceeding, the faculty member shall suffer no loss of pay from the College for a necessary absence from his/her employment but shall endorse to the College any warrant or voucher issued for the service as a juror or witness.

Bereavement

- A. Bereavement time to a maximum of three (3) days may be taken because of a death in a faculty member's immediate family. Bereavement time to a maximum of five (5) days may be taken because of a death in a faculty member's immediate family, if the deceased lived further than 100 miles away from the SMC Dowagiac Campus.
- B. Immediate family is defined to include: spouse, child, mother, father, brother, sister, "step" of the previous, in-laws (father, mother, brother, sister, daughter and son), grandparent, grandchild, spouse's grandparent, foster child or children assigned by the court.
- C. Bereavement of one (1) day may be taken because of a death in a faculty member's extended family.
- D. Extended family is defined to include: aunts, uncles, cousins, nieces and nephews.
- E. Faculty members shall be allowed, without loss of pay, two hours off work to attend the funeral of other employees and for non-immediate family members or friends. Faculty members taking time off to serve as pallbearers, or in a similar capacity, shall be allowed up to four hours off work without loss of pay.
- F. Authorized bereavement days are not to be deducted from the faculty member's sick bank. Additional days needed should be taken from the faculty member's sick or personal leave bank.
- G. Verification of leave taken may be requested by the supervisor or Human Resources. Exceptions to family status and extensions of time may be requested and granted if approved by supervisor and Human Resources.

Military Leave

A military leave of absence will be granted to faculty members who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA.) Advance notice of military service is

required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

This leave is unpaid. However, faculty members may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the faculty member is otherwise eligible.

Faculty members on military leave for up to 30 days are required to return to work for the first regularly scheduled work-period after the end of service, allowing reasonable travel time. Faculty members on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Faculty members returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Department of Human Resources for more information or questions about military leave.

Sick Leave

- A. Ten (10) days of sick leave per fiscal year will be granted to full-time employees.
- B. Unused sick leave shall be allowed to accumulate for a maximum of one hundred (100) work days.
- C. Accumulated sick leave will be cancelled when employment with the College is terminated and will not be compensated with additional or terminal pay.
- D. Employees must notify their direct supervisor of their absence prior to the start of the employee's regular workday schedule.
- E. Abuse of sick leave policy shall be grounds for dismissal. An employee may be asked to sign an affidavit of illness. A physician's statement of illness may also be requested.
- F. Reasonable leave may be permitted for matters which cannot be cared for in free time and which would result in legal, business or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance with the appropriate supervisor and provision made for handling responsibilities in the employee's absence. This leave will be at regular pay and shall not exceed two (2) days per academic or fiscal year. Such leave shall be deducted from sick leave.

- G. An employee who is absent from their duties at the College because of illness may be required to certify, immediately upon returning, that the absence was necessitated by illness and are released to return to work for full duty or with/without restrictions. The College may not be able to accommodate all work restrictions.
- H. An Employee whose absence is three (3) or more consecutive working days must provide documentation from their physician indicating release for full duty or with/without restrictions. The employee must also contact Human Resources to start FMLA paperwork to comply with requirements of the United States Department of Labor.
- I. The College provides paid sick days to be used when an employee is unable to report to work due to illness or for the care of an immediate family member. A maximum of five (5) days per year will be granted with pay and deducted from sick leave for the care of a family member. Please refer to the College's FMLA policy for more information regarding the care of a spouse, son, daughter, or parent with a serious health condition.

Other Leaves Without Pay

- A. Faculty members may be granted a leave of absence without pay for study or for other justifiable reasons as may be approved by the President.
- B. Faculty members who request a leave of absence shall make application to the President in writing. The application shall state the reason the leave of absence is being requested and the approximate length of time of said absence. Such leave of absence is contingent upon the availability of a suitable replacement.

Association Rights

Use of Coll. Fac. & Equip

- A. The Association and its representatives are allowed to use specifically approve college classrooms for meetings upon submission of a written request reasonably in advance of the requested date of use; provided, however, that such use shall not be during the time when classes or services are being offered in the same or adjoining rooms. No charge shall be made for the Association's use of these rooms.
- B. The Association/MEA may use the College's intranet or internet systems and internal hard copy mail system only for notices of meetings. The Association may use other equipment, including computers, phone systems, duplicating equipment, calculating machines, and all types of audiovisual equipment for Association/MEA business or communication purposes at the same costs charged to operational departments of the College.
- C. The Association/MEA shall have the right to post notices of its activities on bulletin boards designed for such purposes only in the mailroom and in faculty workrooms of each College campus. No postings shall be permitted in areas of general student traffic.

Right to Info from College

The College agrees to furnish the Association, upon request, existing documents or electronic information in the College's possession or control relevant to the Association's bargaining duties, including information reasonably necessary to investigate and process grievances under this Agreement. Requested materials shall be provided at no cost to the Association. This does not require the College to create a summary or compilation of documents or electronic information.

Board Agenda & Minutes

The dates and places of Board meetings will be posted on the College's website consistent with the requirements of the Michigan Open Meetings Act ("OMA"). Board meeting agendas shall be posted on the College's website during the week before the Board meeting. A copy of the Board Packet and Attachments provided to Board members shall be available to the Association President or President's representative for pick up at 9:00 a.m. in the President's office on the day of the meeting.

Notice of New Employees

The College shall notify the Association President within seven (7) days of the first day of work of a new bargaining unit member. The notice shall include: (a) the name and home address of the new bargaining unit member, (b) the specific assignment of the new bargaining unit member, and (c) the rate of pay for the new bargaining unit member.

Association Business and Representation
Grievance/Union Business

The Association and the College shall be represented in grievance proceedings and union business meetings by a committee consisting of no more than four (4) Association members or three (3) members and the Uniserv Director and no more than four (4) non-attorney representatives of the College. The Association shall furnish the College with a written list of no more than four (4) members to serve on the grievance/union business committee and shall provide an amended list as soon as possible after a member has been removed or replaced. The College shall not be required to deal with any member for the purposes of union business or grievance proceedings who is not named on the Association's list of representatives.

Dues Collection

- (a) Upon receipt of a written authorization from a bargaining unit member to deduct Association dues, the College shall begin to deduct dues in the amount identified by the Association Treasurer and remit same to the Association or its designee within five (5) days of the deduction. The College shall continue to deduct Association dues from the bargaining unit member in an amount identified by the Association Treasurer until written notice is received that he or she no longer desires to have Association dues deducted from his or her paycheck.
- (b) The College shall not be liable to the Association by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the College harmless for any and all claims, expenses or legal fees arising out of its agreement to deduct dues.

Grievance Procedure

A. A grievance is a claim or complaint by an employee, a group of employees, or the Association (hereinafter individually or as a group referred to as "Grievant"), based upon an alleged violation of a specific, express written, not implied, provision of this Agreement or an applicable College personnel policy.

B. First Step: If a Grievant believes a grievance exists, the Grievant shall first discuss the matter with the direct supervisor personally or submit the matter in writing to the direct supervisor or within ten (10) business days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is submitted to the direct supervisor in writing, the supervisor shall answer the written grievance within ten (10) business days after receipt of the written grievance. If the Grievant is the Association, the Association president shall first discuss the matter with the Vice President for Instruction personally or submit the matter in writing to this Vice President within ten (10) business days after the occurrence of the event upon which the grievance is based. In this case, too, it shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is submitted to the Vice President in writing, the Vice President shall answer the written grievance within ten (10) business days after receipt of the written grievance

C. Second Step: Those grievances which have not been settled or satisfactorily answered in the first step and are to be appealed to the second step shall be submitted in writing to the President within ten (10) business days after the date of the decision at the First Step or within five (5) business days after the date for answering the grievance at the First Step has expired, and shall be signed by the Grievant.

The President or a designee shall meet with the Grievant within ten (10) business days after receipt of the grievance to review the grievance. The President shall give a written answer to the Grievant within ten (10) business days after the date of the meeting.

D. Third Step: If the grievance has not been settled or satisfactorily answered in the Second Step and if it is to be appealed to the third step, the Grievant (only the Association at this Third Step) must, no later than ten (10) calendar days after the date of delivery of the Second Step response or within ten (10) business days after the date for answering the grievance at the Second Step has expired, file a written Demand for Arbitration with the President or his/her designee and file a copy of the Demand for Arbitration online with the American Arbitration Association (AAA). Individual faculty members or groups of faculty members shall have no right to invoke or demand arbitration under this Agreement.

All arbitrations shall be conducted before a tripartite panel (collectively the "Panel") consisting of one member appointed at the sole discretion of the Association, one member appointed at the sole discretion of the of the College, and one Arbitrator appointed by mutual agreement of the Association and College, subject to the arbitrator selection procedures of the AAA. Within ten calendar (10) days of the President's receipt of the Demand for Arbitration, the parties may attempt to select a mutually acceptable Arbitrator. If the parties cannot agree upon an Arbitrator, the parties will select the Arbitrator in accordance with the labor arbitration rules of the AAA, which rules, except as otherwise provided herein, shall also govern the arbitration proceedings.

The parties agree that the Arbitrator, without prior referral to the Panel, shall have the power to issue subpoenas to compel the production of documents prior to the arbitration hearing and the power compel the attendance of witnesses before and at the time of the arbitration hearing, which subpoenas shall be enforceable in any Court of competent jurisdiction, pursuant to Michigan statute and the Michigan Court Rules.

The Panel shall limit its decision strictly to the interpretation, application or enforcement of the specific, express, not implied, provisions of this Agreement or any written amendments or supplements executed and dated by the parties. The Panel shall limit its award to the issues raised in the written grievance and shall have no power to decide any other issues. The Panel shall have no authority to alter, add to, subtract from or in any way vary the terms of this Agreement. The Panel shall have no authority to order the College to surrender, delegate, alienate, or relinquish any powers, duties, responsibilities, obligations, or discretionary functions vested in the College in the College Rights provisions set out in this Agreement or vested in the College by the Michigan Constitution or statute.

At the conclusion of the arbitration hearing, the Arbitrator, in consultation with the other Panel members, shall issue a written, reasoned, opinion and award setting forth an analysis of all claims and relevant Agreement provision(s), findings, and a remedy if applicable. The opinion and award shall be issued by the Arbitrator to the Association and College no later than thirty (30) days after the last date of hearing. Any backpay awards shall be reduced by any one or more of the following:

- a. All unemployment compensation received by the Grievant;
- b. All benefits or any funds received by the Grievant from any source;
- c. All benefits or College compensation that would otherwise have been lost to the Grievant because of any period of disability, leave of absence, layoff, or any unavailability for or inability to work.
- d. All workers' compensation or disability payments received by a Grievant whether arising from employment with the College or from another employer or from any other source whatever.

The fees and costs of the AAA and/or the Arbitrator shall be shared equally by the Association and the Employer; otherwise each party shall bear its own costs, fees and arbitration expenses, including legal fees incurred in any arbitration or appeal of an opinion and award to any court. The Panel and Arbitrator shall have no authority to order any allocation of costs, legal fees or expenses contrary to the provisions of this Article.

E. Grievances that are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the Grievant and shall not at any time thereafter be resubmitted or further processed under this Grievance Procedure. If the College fails to comply with the timelines, the grievance shall be deemed to be denied at that level and the Association shall proceed to the next step.

F. This Grievance Procedure shall be the sole and exclusive procedure for all grievances arising under this Agreement. A settlement reached by the parties under this Agreement shall be

final and binding on all of the parties and shall not be subject to any further appeals, litigation, arbitration or proceedings before any court. Any opinion and award reached under this Grievance Procedure shall be final and binding on all of the parties and shall not be subject to further appeals, litigation, arbitration, or proceedings before any court, unless the opinion and award exceeds the Panel's and/or Arbitrator's authority under this Agreement or violates State or Federal law, or violates a well-defined, dominant public policy.

Rights of the College

Except as expressly restricted by a specific written, not implied, provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the sole discretion of the College Board of Trustees ("Board") or College President ("President"), including but not limited to the following sole and exclusive unilateral rights to

- (1) make decisions and determine the effects of decisions regarding the: creation/implementation and content of experimental or pilot programs or classes; class offerings, programs and the curriculum; grades and courses of instruction; special programs for athletic, recreational and social events for students; overall College goals and objectives; creation/implementation and content of online or distance learning/classes; policies affecting educational programs; required textbooks, reading and study materials, teaching materials, teaching aids and equipment; class schedules, class size assignments, and faculty class offerings and subject assignments;
- (2) make decisions and determine the effects of decisions regarding: all faculty compensation; direction of faculty and other working forces; faculty promotions, or transfers; the number of faculty members employed as full-time or adjunct faculty and the size and composition of faculty staff; filling or non-filling of faculty vacancies; hiring of faculty and determination of qualifications for faculty hiring; creation, combination or elimination of faculty positions; determination or modification of the qualifications and position duties for all existing and newly created faculty positions; assignment and direction of faculty and employee work; transfer of faculty from one position, building or campus to another; layoff or recall of faculty based on criteria developed by the College regardless of years of service or full-time or adjunct status;
- (3) make decisions and determine the effects of decisions regarding: construction, maintenance or acquisition of buildings and equipment, including the establishment or location of new campuses or buildings; all interior and exterior structures and elements of all buildings and facilities, lighting, heating/ventilation/cooling systems, communications/wi-fi and internet systems, systems; classroom equipment, communications and instruction equipment and technologies;
- (4) make decisions and determine the effects of decisions to: maintain the order and efficiency of all College operations; the location, relocation or closing of classrooms, offices, departments, divisions, buildings, or other facilities; determine the personnel, methods, means, and facilities by which College operations are conducted; expand, reduce, alter, control and regulate the use of all College premises, equipment or property;
- (5) make decisions and determine the effects of decisions to: reprimand, discipline, suspend or discharge faculty members subject to provisions of the Agreement;
- (6) make decisions and determine the effects of decisions to: create, develop, modify, revise, revoke, or delete: work rules, attendance/sickness/and absenteeism rules, rules/policies regarding sabbatical or other leaves of absence subject to applicable statutory requirements; acceptable use rules for internet, intranet and communications systems uses and procedures for monitoring all communications made on College owned computers, servers and communications systems; determine the disciplinary consequences for violations of any College policies or rules;

(7) the decision and the effects of the decision whether the College acts as a self-insurer or utilizes a third party or commercial insurer for the provision of group health/hospitalization insurance, dental or optical insurance, workers' compensation insurance; third party administration, the identity of the policyholder or insurer/insurance companies used for the provision of any employee group insurance benefit;

(8) the decision and the effects of the decision of whether or not to provide, allow or contract for any consortium or other student educational opportunities with other educational institutions including but not limited to K-12 schools, community colleges, state universities, other institutions of higher education, or trade or vocational schools.

The failure or refusal of the Board or President to exercise any right, prerogative, or function under this Article shall not constitute or be interpreted as a waiver of any right, prerogative or function by the Board or President. Past practice shall not restrict, and shall not be used to interpret, limit or construe, the exercise of any College right.

In addition, there is reserved exclusively to the Board and President all responsibilities, powers, rights, and authority vested in the laws and constitution of Michigan and the United States.

Academic Calendars

Academic Calendar for 2019-2020

Fall 2019 Semester

Tuesday, September 3
Tuesday, September 10
Monday, October 7

Monday, October 21
Tuesday, October 22
Wednesday, October 23
Wednesday-Friday, November 27-29
Monday, December 2
Monday, December 2

Tuesday, December 10
Wednesday-Friday, December 11-13
Friday, December 13

Spring 2020 Semester

Monday, January 13
Monday, January 20
Tuesday, January 21
Monday, February 24

Monday, March 2
Tuesday, March 3
Wednesday, March 4
Monday-Friday, April 6-10
Friday, April 10
Monday, April 13
Monday, April 20

Tuesday, April 28
Wednesday-Friday, April 29-May 1
Saturday, May 2

Summer 2020 Semester

Monday, June 1
Friday, June 5
Friday, July 3
Monday, July 27

Monday-Wednesday, August 3-5
Wednesday, August 5

Fall Classes Begin
Last Day to Add or Drop Semester-length and Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date)
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Thanksgiving Break
Classes Resume
Last Day to Withdraw from Semester-length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Fall Semester Ends

Spring Classes Begin
No Classes – Martin Luther King, Jr. Day
Last Day to Add or Drop Semester-length or Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date).
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Spring Break
No Classes, College Closed – Good Friday
Classes Resume
Last Day to Withdraw from Semester-length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Commencement

Summer Classes Begin
Last Day to Add or Drop Classes
No Classes – Independence Day Break
Last Day to Withdraw from Classes (please be aware that hybrid courses may have an earlier withdraw date).
Final Examinations
Summer Session Ends

Academic Calendar for 2020-2021

Fall 2020 Semester

Tuesday, September 8
Tuesday, September 15
Monday, October 19

Monday, October 26
Tuesday, October 27
Wednesday, October 28
Wednesday-Friday, November 25-27
Monday, November 30
Monday, December 7

Tuesday, December 15
Wednesday-Friday, December 16-18
Friday, December 18

Fall Classes Begin
Last Day to Add or Drop Semester-length and Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date)
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Thanksgiving Break
Classes Resume
Last Day to Withdraw from Semester-length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Fall Semester Ends

Spring 2021 Semester

Monday, January 11
Monday, January 18
Tuesday, January 19
Monday, February 22

Monday, March 1
Tuesday, March 2
Wednesday, March 3
Friday, April 2
Monday-Friday, April 5-9
Monday, April 12
Monday, April 19

Tuesday, April 27
Wednesday-Friday, April 28-30
Saturday, May 1

Spring Classes Begin
No Classes – Martin Luther King, Jr. Day
Last Day to Add or Drop Semester-length or Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date).
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes, College Closed – Good Friday
No Classes – Spring Break
Classes Resume
Last Day to Withdraw from Semester-length or Midsemester classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Commencement

Summer 2021 Semester

Monday, June 7
Friday, June 11
Monday, July 5
Friday, July 30

Monday-Wednesday, August 9-11
Wednesday, August 11

Summer Classes Begin
Last Day to Add or Drop Classes
No Classes – Recognition of Independence Day
Last Day to Withdraw from Classes (please be aware that hybrid courses may have an earlier withdraw date).
Final Examinations
Summer Session Ends

Academic Calendar for 2021-2022

Fall 2021 Semester

Tuesday, September 7
Tuesday, September 14
Monday, October 18

Monday, October 25
Tuesday, October 26
Wednesday, October 27
Wednesday-Friday, November 24-26
Monday, November 29
Monday, December 6

Tuesday, December 14
Wednesday-Friday, December 15-17
Friday, December 17

Fall Classes Begin
Last Day to Add or Drop Semester-length and Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date)
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Thanksgiving Break
Classes Resume
Last Day to Withdraw from Semester-length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Fall Semester Ends

Spring 2022 Semester

Monday, January 10
Monday, January 17
Tuesday, January 18
Monday, February 21

Monday, February 28
Tuesday, March 1
Wednesday, March 2
Monday-Friday, April 4-8
Monday, April 11
Friday, April 15
Monday, April 18

Tuesday, April 26
Wednesday-Friday, April 27-29
Saturday, April 30

Spring Classes Begin
No Classes – Martin Luther King, Jr. Day
Last Day to Add or Drop Semester-length or Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date).
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Spring Break
Classes Resume
No Classes, College Closed – Good Friday
Last Day to Withdraw from Semester-length or Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Commencement

Summer 2022 Semester

Monday, June 6
Friday, June 10
Monday, July 4
Friday, July 29

Monday-Wednesday, August 8-10
Wednesday, August 10

Summer Classes Begin
Last Day to Add or Drop Classes
No Classes – Independence Day Break
Last Day to Withdraw from Classes (please be aware that hybrid courses may have an earlier withdraw date).
Final Examinations
Summer Session Ends

Academic Calendar for 2022-2023

Fall 2022 Semester

Tuesday, September 6
Tuesday, September 13
Monday, October 17

Monday, October 24
Tuesday, October 25
Wednesday, October 26
Wednesday-Friday, November 23-25
Monday, November 28
Monday, December 5

Tuesday, December 13
Wednesday-Friday, December 14-16
Friday, December 16

Fall Classes Begin
Last Day to Add or Drop Semester-length and Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date)
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Thanksgiving Break
Classes Resume
Last Day to Withdraw from Semester-length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Fall Semester Ends

Spring 2023 Semester

Monday, January 9
Monday, January 16
Tuesday, January 17
Monday, February 20

Monday, February 27
Tuesday, February 28
Wednesday, March 1
Monday–Friday, April 3–7
Friday, April 7
Monday, April 10
Monday, April 17

Tuesday, April 25
Wednesday–Friday, April 26-28
Saturday, April 29

Spring Classes Begin
No Classes – Martin Luther King, Jr. Day
Last Day to Add or Drop Semester-length or Early End Classes
Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date).
Early End Classes End
Midsemester Classes Begin
Last Day to Add or Drop Midsemester Classes
No Classes – Spring Break
No Classes, College Closed – Good Friday
Classes Resume
Last Day to Withdraw from Semester-length or Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date).
No Classes – Prep Day for Final Exams
Final Examinations
Commencement

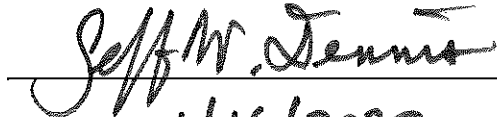
Summer 2023 Semester

Monday, June 5
Friday, June 9
Tuesday, July 4
Friday, July 28

Monday–Wednesday, August 7-9
Wednesday, August 9

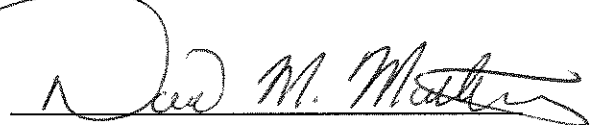
Summer Classes Begin
Last Day to Add or Drop Classes
No Classes – Independence Day Break
Last Day to Withdraw from Classes (please be aware that hybrid courses may have an earlier withdraw date).
Final Examinations
Summer Session Ends

**FOR THE SOUTHWESTERN MICHIGAN
COLLEGE FACULTY ASSOCIATION,
MEA/NEA**



Dated: 1/16/2020

**FOR SOUTHWESTERN MICHIGAN
COLLEGE**



Dated: 12/20/19