

AGREEMENT

BETWEEN

**BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE
OF THE STATE OF MICHIGAN**

AND

**LANSING COMMUNITY COLLEGE CHAPTER OF THE
MICHIGAN ASSOCIATION FOR HIGHER EDUCATION
AT LANSING COMMUNITY COLLEGE**



2005-2010

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AGREEMENT
BETWEEN
BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE OF THE
STATE OF MICHIGAN
AND
LANSING COMMUNITY COLLEGE CHAPTER OF THE MICHIGAN
ASSOCIATION FOR HIGHER EDUCATION
AT LANSING COMMUNITY COLLEGE

This Agreement entered into this first day of May 2006 by and between the BOARD OF TRUSTEES of LANSING COMMUNITY COLLEGE of the State of Michigan, hereinafter called "the Board" and the LANSING COMMUNITY COLLEGE CHAPTER OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, hereinafter called "the Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for youth and adults of this College district is their mutual aim.

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

ARTICLE I. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit consisting of the following full-time and part-time Faculty: Professors; Instructors; Truck Driver Trainers; Teaching Technicians; Instructional Laboratory Faculty; Academic and Student Support Faculty; Librarians; Counselors; Advisors; Tutors; Interpreters, Laboratory Technicians; and Laboratory Supervisors; who teach three (3) or more contact hours or work three (3) service/clock hours per week or more, during the current academic semester or during the last semester taught;

EXCLUDING all part-time laboratory technicians and interns holding positions through a cooperative program within the institution, and all other employees.

- A. The Board agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.
- B. Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function.
- C. The Board agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement.
- D. The Association recognizes the right of the Board to continue to use Instructional Service Agreements in limited circumstances. The College will provide copies of such agreements to the Association within a week of their issue and will engage in discussions where there are concerns. Each agreement will be signed, certifying independent contractor status.

ARTICLE II. DEFINITIONS

- A. College: The College is defined as Lansing Community College of the State of Michigan.
- B. Association: The Association is defined as the Lansing Community College Chapter of the Michigan Association for Higher Education.
- C. Externally funded positions: A position that is funded more than fifty percent (50%) through funds not a part of the normal College funding (e.g. tuition, state appropriations, property tax).
- D. Seniority: Seniority shall be defined as years of service based on date of hire at the College in the bargaining unit. If any appointment is less than full-time the MPSERS formula for calculating service credit will be used for determining years of service.

ARTICLE III. DUTIES OF ASSOCIATION OFFICIALS

- A. The Chairperson of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the spring semester prior to the expiration date of the contract and extending through the summer semester, or until a new contract is ratified and approved.

- B. The Association's President and Grievance Chairperson will not be assigned to any department or division committee or any registration activities during their period of office.
- C. The College will provide upon request at no cost to the Association, one-quarter ($\frac{1}{4}$) of a full-time faculty regular teaching workload in release time for the Association President and to the Association Grievance Chairperson in order for the President and Grievance Chairperson to conduct Association business.
- D. The College will also provide upon request two additional one-quarter ($\frac{1}{4}$) release times one of which may be used by the Association President.
- E. The Association has an option to request one additional one-quarter ($\frac{1}{4}$) release time subject to the approval of the Executive Director of Human Resources.
- F. Any release time listed in D. and E. above will be paid for by the Association to the College at a rate of \$3500 per one-quarter ($\frac{1}{4}$) release time per semester and will not result in an overload situation or a situation in which a bargaining unit member other than the President has more than one-half ($\frac{1}{2}$) release time for Association business.
- G. Faculty members elected/selected to serve the Association on College-wide committees, or Association committees shall work with his/her Department Chair or immediate supervisor to make certain that classes are covered and that there is no disruption to students.

ARTICLE IV. ASSOCIATION RIGHTS

The Association, on behalf of the bargaining unit members of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of the Public Acts of 1965 as amended and the Constitution of the State of Michigan and/or the United States, or other laws of Michigan.

ARTICLE V. BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE VI. PRIVILEGES AND RESPONSIBILITIES

A. Association Meetings

1. Rooms at the College may be used by the Association, the Senate and Senate Committees for meetings at no cost to the Association, provided that:
 - a. Arrangements are made in advance with the administration.
 - b. Meetings are scheduled within the regular shift hours of the custodial staff.
2. The Association shall have a minimum of one hour set aside during Professional Preparation days. The Association will be notified concerning the time and date prior to the printing of the program.

B. Use of College Equipment

The Association is authorized to use College office and audiovisual equipment, subject to availability. If there is a cost for such use, the costs shall be available prior to such use.

C. Association Notices

The Association shall have the right to post notices of its official activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department or a central location in each major College building. All such notices must carry a signature of the Association official who authorizes the posting of the notice with the simultaneous delivery of a copy to the President of the College.

D. New Faculty Orientation

The Association shall have the right to make a presentation to new faculty members during a new faculty orientation. The Association will be notified about the date of the new faculty orientation, and will be consulted about Association time on the program prior to the program being printed.

E. College Financial Information

The Board shall make available to the Association upon its reasonable request, and within a reasonable time thereafter, such statistics and financial information related to Lansing Community College and in possession of the Board, as are necessary for negotiation and implementation of the collective bargaining agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

F. Board Agenda

The Association shall be entitled to appear on the Board agenda, provided a written notification, outlining the business to be discussed, is submitted to the President's Office eleven (11) days or more before a regularly scheduled Board meeting.

G. New Bargaining Unit Members

The Board will furnish the Association with the names and current addresses, within five (5) working days from the date of return of a signed letter of intent, of all new bargaining unit members.

H. Office Space

The College shall provide an office for the Association to share with other MEA affiliated Associations in the Continental Building. The total square footage provided for all three Associations shall be at least four hundred fifty (450) square feet. If the College determines that this space is no longer available, the Association will be notified at least sixty (60) days prior to a relocation as to where the new space will be provided.

ARTICLE VII. ASSOCIATION MEMBERSHIP

A. Agency Shop - Full-time Bargaining Unit Members

Any full-time member of the bargaining unit who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, join the Association and pay the dues uniformly required of its members or pay a service fee to the Association that is at most equal to the dues. The said service fee is herewith deemed to be the sum required to insure that non-members pay their fair share of the financial support of the Association and the costs of providing services.

B. Agency Shop - Part-time Bargaining Unit Members

Any part-time bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of hire shall, as a condition of employment, join the Association and pay the dues uniformly required or pay a service fee to the Association that is at most equal to the dues. The said service fee is herewith deemed to be the sum required to insure that non-members of the Association pay their fair share of the financial support of the Association and the costs of providing services. The Association shall notify all potential members of the requirements of this Paragraph B prior to implementing the provisions of Article VIII, Association Check-off, Paragraph B. The provisions contained within this Paragraph B shall not apply to full-time administrators or full-time support staff who may otherwise be eligible for inclusion in the bargaining unit.

C. Maintenance of Membership - Part-time Bargaining Unit Members

Any part-time bargaining unit member shall, as a condition of employment, continue and remain as a member of the Association in good standing for the duration of this Agreement. Good standing shall be defined to mean the obligation to tender all periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. In the event that such a part-time bargaining unit member shall not pay such amount directly to the Association, or authorize payment through payroll deductions as provided in Article VIII, Association Check-off, Paragraph A, the Board may cause the termination of employment of such part-time bargaining unit member. The parties expressly recognize that the failure of any such employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

ARTICLE VIII. ASSOCIATION CHECK-OFF

A. Voluntary Check-Off

Any member of the bargaining unit may sign and deliver to the Board a written assignment authorizing deduction of Association dues or service fees to the Association in the amount established by the Association as permitted by state and federal law. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

B. Involuntary Check-Off

In the event a bargaining unit member referred to in Article VII, Association Membership, Paragraphs A and B does not pay the required Association

dues or service fees directly to the Association or through payroll deduction as in Paragraph A of this Article, the Association President may authorize such payroll deduction for said member or employee. The Association shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes under this Paragraph B. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

C. Payroll Deductions

Pursuant to proper authorization from the member, the Board shall deduct one-tenth (1/10) or other designated portions of such dues or fees at regular intervals, as agreed upon by the parties hereto.

The Association shall provide the College with a list containing names, deductions, and effective dates for such deductions.

ARTICLE IX. BARGAINING UNIT MEMBER CLASSIFICATION CRITERIA

A. Classifications

All bargaining unit positions are defined by one of four classifications:

1. Full-time Faculty
2. Adjunct Faculty
3. Instructional Laboratory Faculty (ILF)
4. Laboratory Technician Faculty (Lab Tech).

B. Definition of Classifications

1. Full-time Faculty
 - a. Compensation: Appendix B, Full-time Faculty Schedule
 - b. Positions: All bargaining unit members classified as:
 - 1) Full-time: Professor; Instructor;
 - 2) Full-time Counselor

- 3) Full-time Librarian
- 4) Full-time Truck Driver Trainer

c. Criteria:

- 1) Primary responsibility is to work with students.
- 2) Ultimate authority in the classroom and/or lab for a course, class, workshop, and/or continuing education offering.
- 3) Principal source of instruction.
- 4) Responsible for delivery, assessment, and grading in the assigned course section and/or contracted training.
- 5) Ensure the work of the College is accomplished through shared responsibility and collaboration between faculty members and administration. Thus, Full-time Faculty have a reasonable mix of the responsibilities outlined in Article XII, Role of Faculty, Paragraph A, 1, a. through o. as part of their Full-time work.

2. Adjunct Faculty

a. Compensation: Appendix C, Adjunct Faculty Schedule

b. Positions: All bargaining unit members classified as:

- 1) Adjunct/Part-time: Professor; Instructor;
- 2) Part-time Counselor
- 3) Part-time Librarian
- 4) Adjunct/Part-time Truck Driver Trainer

c. Criteria:

- 1) Primary responsibility is to work with students.
- 2) Is the ultimate authority in the classroom and/or lab for a course, class, workshop, and/or continuing education offering.
- 3) The principal source of instruction.

- 4) Responsible for delivery, assessment, and grading in the assigned course section and/or contracted training.
- 5) Ensure the work of the College is accomplished through shared responsibility and collaboration between faculty members and administration. Thus, adjuncts may be assigned and compensated for any of the responsibilities outlined in Article XII, Role of Faculty A. 1. a. through o.

3. Instructional Laboratory Faculty (ILF) Full- and Part-Time

- a. Compensation: Appendix D, Full-time Instructional Lab Faculty Schedule and Appendix E, Part-time Instructional Lab Faculty Schedule
- b. Positions: All bargaining unit members classified as:
 - 1) Instructional Laboratory Faculty (ILF's)
 - 2) Academic Advisors where a Master's Degree is required (SAS)
 - 3) Interpreters
 - 4) Lead Faculty Advisors
 - 5) Tutors where a Master's Degree is required
 - 6) Lead Tutors
- c. Criteria:
 - 1) Primary responsibility is to work with students, one to one or in small groups.
 - 2) The primary source of instruction for a course.
 - 3) Is not the ultimate authority in the classroom and/or lab for a course, class, workshop, and/or continuing education offering.
 - 4) Have access to an instructional coordinator.
 - 5) Responsibility for grading and assessment but generally perform these duties in the lab during times for which they are paid.
 - 6) Little responsibility for curriculum development.

- 7) Ensure the work of the College is accomplished through shared responsibility and collaboration between faculty members and administration. Thus, ILF's may be assigned responsibilities during scheduled time for which they are compensated.
4. Laboratory Technician Faculty (Lab Tech) Full- and Part-time
 - a. Compensation: Appendix F, Full-time Lab Technician Schedule and Appendix G, Part-time Lab Technician Schedule.
 - b. Positions: MAHE bargaining unit members classified as:
 - 1) Faculty Laboratory Technicians
 - c. Criteria:
 - 1) Have interaction with students one on one or in small groups, in an instructional setting.
 - 2) Responsibilities may include inventory, preparation, set-up, and maintenance of academic, technical, and/or vocational materials, resources, and supplies.
 - 3) Ensure the work of the College is accomplished through shared responsibility and collaboration between faculty members and administration. Thus, Lab Tech's may be assigned responsibilities during scheduled time for which they are compensated:

5. Multiple Work Assignments

Bargaining unit members may be offered and accept work throughout the College with different classifications. The various work assignments will be identified and compensated accordingly.

C. Classification Review

1. Purpose: The purpose of the following procedure is to provide an orderly and timely method of handling requests for classification review.
2. Basis for Request: Written requests for a classification review shall be made only in those instances where the Association, the employee and/or the supervisor believe that half or more of the time spent in the position is spent on work criteria and responsibilities appropriate to a different classification. Examination of changes in classification will be made in comparison to the contractual work criteria and responsibilities that may be assigned (Article IX. Bargaining Unit Member Classification Criteria, Section B, Paragraphs 1. through 4.) and the work criteria, responsibilities and assignments of the position.

3. Procedure:

- a. Employees will use the Reclassification Request Form (see Appendix N, Reclassification Request Form) to initiate a classification review.
- b. The employee shall complete the form, sign it, and submit it to their Supervisor.
- c. The Supervisor will prepare, sign and attach a written recommendation regarding the request to the signed Reclassification Request Form, and forward both documents to the Dean or Executive Director for their area within ten (10) working days of submission by the employee.
- d. The Dean or Executive Director will sign the Reclassification Request Form and Supervisor Recommendation and forward the documents to the Vice President of Academic Affairs within ten (10) working days.
- e. The Vice President of Academic Affairs will sign the Reclassification Request Form and Supervisor Recommendation and forward the documents to the Director of Human Resources within ten (10) days.
- f. The Director of Human Resources or designee will:
 - 1) Submit a copy of the Reclassification Request Form and Supervisor Recommendation to the THE ASSOCIATION President within five (5) working days of the submission.
 - 2) Convene a four-person panel consisting of one HR representative, one Association representative (selected from a list provided by the Association), the Supervisor, and the Dean or Executive Director designee. Designees should be familiar with the responsibilities to be examined.
- g. Within fifteen (15) working days of the submission of the Reclassification Request to the Director of Human Resources, the panel will contact the employee to schedule a meeting to discuss the request.
- h. Within fifteen (15) working days of that discussion, the panel will meet and rule on the request.

- i. Within five (5) working days of the panel's recommendation, the panel will submit a written recommendation to the Director of Human Resources.
- j. Within fifteen (15) working days of the date of the panel's recommendation, the Director of Human Resources will either:
 - 1) approve the decision and finalize the Classification, Level, and/or Step; or
 - 2) meet with the panel to discuss the recommendation prior to finalizing.
- k. If the reclassification request results in a change in salary/rate, level, and/or step and the employee's current salary is not at the appropriate level/step at the time of reclassification, his/her salary will be adjusted to the appropriate level/step within the new classification established as follows:
 - 1) If the employee's current salary/rate is below the new classification salary/rate, his/her salary will be adjusted to and paid at the new classification level/step established. Future contractual salary/rate adjustments will be based on the new classification salary/rate.
 - 2) If the employee's salary/rate is above the new classification salary/rate, no salary/rate adjustment will occur. Classification, level, and step will be established and documented for future contractual salary/rate adjustments.
- l. If a salary increase results from the reclassification request, the salary adjustment will be effective on the date that the Reclassification Request was submitted to and signed by the employee's Supervisor.

ARTICLE X. VACANCIES

A. Full-time Faculty Vacancies

- 1. Full-time faculty vacancies will be announced pursuant to College policy by the Human Resources Office. Notice of such vacancies shall provide five (5) working days to permit bargaining unit members to make the necessary application in writing. Bargaining unit members, full- and part-time, who apply for a vacancy will be notified in writing concerning the disposition of their applications for a position prior to the publication of the name of the successful candidate.

2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not adversely affect an applicant's status in his/her present position.

3. Faculty Search Committee

a. Qualifications for a vacancy shall be reviewed with the affected department bargaining unit members prior to posting.

b. A search committee, consisting of at least five members, shall be formed to recommend candidates to fill a vacancy. A majority of the committee members shall be appointed by the bargaining unit members of the department in which the vacancy is posted. Representatives to the search committee should be selected with the goal of seating a diverse committee. MAHE and the department will be notified when committee representative are sought. Representatives to the search committee should be appointed by the bargaining unit members in the department or MAHE as soon as possible, but no later than fifteen (15) days after the request.

c. The search committee shall provide a list of acceptable candidates to the Dean. Whenever possible, the Dean will discuss, with the search committee, the recommendations and insights of the search committee prior to a recommendation for final appointment by the Board of Trustees. If the Dean does not meet with the search committee, the members of the committee will be notified of the Dean's recommendation prior to the Board meeting. If the search committee is unable to recommend an acceptable number of candidates, then the chair of the committee shall consult with the Dean as to how the search will proceed. If the search is unreasonably delayed, the College may fill the position on an interim basis with a temporary contract.

d. The search committee will develop procedures to be used in formulating the recommendations. These procedures will be submitted to the Human Resources Department for review to ensure compliance with legal and affirmative action requirements. The procedures will not be implemented until the Human Resources Department has completed its review and signed off on implementing the procedures. If its review discloses concerns, a representative of the Human Resources Department shall promptly meet with the search committee or its representative to resolve the concerns.

e. Upon application for a vacancy, part-time bargaining unit members who meet the minimum requirements and who, in the judgment of the

search committee, are qualified for the position, shall be interviewed by the search committee.

B. Administrative Vacancies in Academic Divisions

1. Administrative vacancies in Academic Divisions will be announced pursuant to College Policy by the Human Resources Office. Notice of such vacancies shall provide five (5) working days to permit bargaining unit members to make the necessary application in writing. Bargaining unit members, full- and part-time, who apply for a vacancy will be notified in writing concerning the disposition of their applications for a position prior to the publication of the name of the successful candidate.
2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not adversely affect an applicant's status in his/her present position.
3. In filling administrative academic departmental chair/director vacancies, the Dean of the division will consult with the bargaining unit members of the department to determine appropriate qualifications prior to posting.
4. Search Committee
 - a. A search committee shall be formed to recommend candidates to fill a vacancy. Bargaining unit members of the department/division in which the vacancy is posted will be consulted about the make-up of the search committee.
 - b. The search committee shall provide a list of acceptable candidates to the Dean. Whenever possible, the Dean will discuss, with the search committee, the recommendations and insights of the search committee prior to a recommendation for final appointment by the Board of Trustees. If the Dean does not meet with the search committee, the members of the committee will be notified of the Dean's recommendation prior to the Board meeting. If the search committee is unable to recommend an acceptable number of candidates, then the chair of the committee shall consult with the Dean as to how the search will proceed. If the search is unreasonably delayed, the College may fill the position on an interim basis with a temporary contract.
 - c. The search committee will develop procedures to be used in formulating the recommendations. These procedures will be submitted to the Human Resources Department for review to ensure compliance with legal and affirmative action requirements. The procedures will not be implemented until the Human Resources Department has completed its review and signed off on implementing the procedures.

If its review discloses concerns, a representative of the Human Resources Department shall promptly meet with the search committee or its representative to resolve the concerns.

C. Ultimate Authority for Hiring

The ultimate authority regarding the filling of all vacancies is retained by the Board.

ARTICLE XI. EMPLOYMENT PRACTICES

A. Continuing Contracts -- Full-time Bargaining Unit Members

1. Each member shall be issued a continuing contract after three (3) years of satisfactory teaching or performance at the College and shall be granted the title of Professor.
2. In the event a member on a continuing contract is not to be offered a contract for the following year, pursuant to Article XIX., B. Due Process, he/she will be notified in writing by November 1. If a dispute arises, the Faculty Member will then have recourse to the Grievance Procedure starting at Level Two.

B. Probationary Contracts -- Full-time Bargaining Unit Members

New full-time bargaining unit members who are not issued a temporary contract will be issued a probationary contract for each year during their three-year probationary period. In the event a member on a probationary contract is not offered a probationary contract for his/her second or third year, he/she will be notified in writing by February 15. In the event a member on a probationary contract is not to be offered a continuing contract after his/her third year, he/she will be notified in writing by the end of his/her sixth (6th) regular academic semester (excluding summer semesters). Thereafter, the member will be offered a temporary contract for at least one, but not exceeding two, regular academic semesters (summer semesters excluded). This temporary contract will not be renewed.

C. Temporary Contracts -- Full-time Bargaining Unit Members

1. The purpose of a temporary contract is to fill positions, which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a temporary contract is offered and the reason therefore.

2. A temporary contract shall be issued for a period of time not to exceed one year. A temporary contract may be renewed for up to two (2) additional years if the original conditions for the contract still prevail.
3. In the event a temporary contract is not renewed but the member is rehired, he/she shall continue as a probationary member for the normal probationary period less the time spent on the temporary contract.
4. If the College, in its discretion under the provisions above, decides to issue another temporary contract to a full-time bargaining unit member after the bargaining unit member has completed three (3) years on temporary contracts, the bargaining unit member shall be granted the title of Professor and shall have the rights afforded to regular employees, with recall rights limited to this temporary position or other vacant positions for which they are qualified.
5. In the event that a temporary position which is not an externally funded position is continued beyond the three (3) years, the faculty member holding the position must be converted to continuing contract status and may only be terminated pursuant to Article XIX. B. Due Process or Article XXV. Layoff and Recall.

D. Notification of Annual Base Salary

The College shall annually during September, provide each bargaining unit member notification of how to access his/her annual base salary, total salary and number of contract days to be worked.

E. Employment Termination Notification Procedure

A bargaining unit member must notify the Board no later than April 15, of his/her intention to terminate employment.

F. Full-time bargaining unit members – Employment Practices and Procedures

Each semester the College will request schedule preferences from each full-time bargaining unit member. The preferences of the full-time bargaining unit members will be taken into consideration when assigning schedules.

G. Part-time bargaining unit members Employment Practices and Procedures

1. Each semester the College will inform currently employed part-time bargaining unit members of their subsequent semester employment as early as is practicable.

2. After full-time bargaining unit members are assigned a schedule, the preference of the associate continuing contract bargaining unit members will be taken into consideration when assigning schedules. After the associate continuing contract bargaining unit members are assigned a schedule, the preference of part-time bargaining unit members will be taken into consideration when assigning schedules. This procedure will not prejudice the director's or supervisor's prerogative to recruit new part-time bargaining unit members.
3. Current full and part-time bargaining unit members will be utilized to fill assignments whenever possible. If needed, new part-time bargaining unit members will be recruited.
4. After the equivalent of nine (9) semesters of satisfactory teaching at the College, each academic year thereafter a part-time bargaining unit member shall be offered an associate continuing contract for the next academic year, unless given notice as stated below. Issuance and fulfillment of such an associate continuing contract shall be contingent on course offerings, full-time bargaining unit member's scheduling needs, student enrollment, and shall be only for those courses which the faculty member has taught during the previous academic year, provided that this shall not prevent the director or supervisor from offering associate part-time faculty members courses which they have not previously taught. Except as provided herein, the director or supervisor shall continue to have the prerogative of recruiting new part-time faculty members.
5. In the event an associate continuing contract bargaining unit member is not to be issued a contract for the following academic year, he/she will be notified in writing by the end of the fourteenth (14th) week of the spring semester. If a dispute arises regarding this section a grievance may be commenced at Level Two of the grievance procedure.
6. If a non-credit course in BCI is offered to an associate continuing faculty, the faculty member shall be paid at their current hourly rate, or the market rate, whichever is higher.
7. It is recognized that course schedule changes should be made as early as possible, preferably by the end of the first week. If a course section scheduled to be taught by a part-time faculty member with an associate continuing contract is canceled, the affected member shall be scheduled to teach another section of a course which they have taught in the previous academic year scheduled to be taught by a part-time faculty member who does not have an associate continuing contract provided that the cancellation of the course section would leave the affected member without any teaching assignment.

H. Administrative Duties

Any bargaining unit member who assumes administrative duties within the College and subsequently returns to bargaining unit status, resumes all rights and privileges that he/she would have had if he/she had continued in bargaining unit status without interruption.

I. Non-Renewal Grievances

1. Non-renewal of a full-time probationary contract shall not be subject to any "just cause" provision of this Agreement and shall not be grievable.
2. Non-renewal of a full-time temporary contract shall not be subject to any "just cause" provision of this Agreement and shall not be grievable, except as noted in Article XI. C. Employment Practices, Temporary Contracts.
3. Non-renewal of a contract for a part-time faculty member without associate continuing contract status shall not be subject to any "just cause" provision of this Agreement and shall not be grievable.

ARTICLE XII. THE ROLE OF FACULTY

The goal of this agreement is to set a new standard in encouraging and recognizing professional contributions of faculty. It is to serve as a guide for cooperative and collegial working relationships among faculty members and between faculty and administration to further enhance the fulfillment of Lansing Community College's mission to "serve the learning needs of a changing community."

The College recognizes the intrinsic value of all faculty to the work of the college. This value rests not only within the discipline-specific expertise and experience of individual faculty members, but also includes the impact of a faculty perspective upon planning, decision making, and college operations brought by the collaborative work of a body of faculty members. Though final responsibility for assuring the work of the college is accomplished rests with administration and, thus, requires their ability to assign work, this agreement is intended to contribute to an environment of mutual respect, collaboration, and shared decision making.

Thus, the Association will encourage its members to utilize their specialized expertise for the benefit of the College. The administration will make a continuing effort to make appropriate use of such expertise. Both entities pledge a commitment to working collaboratively to accomplish the work of each department of the college within the context of open and honest relationships and fair practices.

A. The Role of Full -Time Faculty Outside the Classroom

1. It is the role of faculty to use both discipline-specific knowledge to impact teaching and learning and to impact college work on many levels. Thus, full-time faculty responsibilities outside of the classroom will include, but are not limited to, a reasonable mix* of the following kinds of activities and duties, to be performed on or off campus:

- a. Curriculum/course development/revision**
- b. Office hours/student consultation (see Article XIII, Workload, Paragraph E. Student Consultation)
- c. Advising (individual students and/or student associations)
- d. Course/program coordination
- e. Program/department/team leadership
- f. Attendance at college meetings
- g. Service on college committees
- h. Mentoring of other faculty
- i. Involvement, support, input, and participation in program review
- j. Involvement in and support for revenue generation efforts
- k. Work with professional associations or governmental agencies
- l. Publication and/or delivery of academic papers
- m. Professional development/growth
- n. Development of technology skills
- o. Community service

*Full-time faculty members are salaried professionals working within the concept of a forty (40) hour work week. It is important to balance the work between the teaching/release time workload and the “reasonable mix” of the department’s additional work between all full-time faculty members to avoid overburdening any individual faculty member. Any overload assignments and their associated work are not to be included in the “reasonable mix.” Thus:

- i. A “reasonable mix” of additional activities and duties will be determined collaboratively between all full-time faculty members of a department and their chairperson.
- ii. The “reasonable mix” should ensure that all full-time faculty members in the department share the work of the department and should not overburden any individual faculty member.

- iii. Work above a reasonable full-time assignment will be compensated as overload, as specified in Appendix H, Miscellaneous Assigned Work Wage Rates.

****It is understood that course/curriculum development and/or major revisions may be compensated through release time or compensation if the addition of the work takes an individual load above the normal faculty work week, see Appendix H, Miscellaneous Assigned Work Wage Rates.**

2. Scheduling of time on campus shall be the shared responsibility of the individual instructor and supervisor, while taking into account the needs of the students, the department, and the College. The schedule of work for classes, student consultations, and other responsibilities:
 - a. Shall be posted and regularly maintained by each faculty member in the manner required by their department chair.
 - b. Shall be on the campus where the faculty member's department is located a minimum of three (3) days per week for at least part of the day. Exceptions will be made for faculty members that have work assignments that:
 - 1) Are exclusively online and/or at a location off campus. Faculty will be on campus where their department office is located **at least** one (1) day per week, to be determined collaboratively between faculty and supervisor.
 - 2) Have other limiting circumstances, such as location abroad or sabbatical leave, not to exceed one year, in which case work on campus may not be required.

ARTICLE XIII. WORKLOAD

A. Work Assignments

As much as possible, work assignments will be developed collaboratively between department chairs and faculty, using such considerations as:

- Student and department needs
- Seniority and faculty preferences
- Expertise and other applicable considerations.

The provisions contained within Section A below. Paragraphs 1 through 4 are not applicable to full-time laboratory technicians and instructional laboratory faculty.

1. Full-time Teaching Assignments/Workload.

The teaching assignment for full-time faculty shall not exceed thirty-two (32) lecture equated hours within the 173 contractual workdays unless

specifically noted below in the remaining sections of Article XIII. Workload. In addition to the teaching assignment, full-time faculty responsibilities include a “reasonable mix” of other activities and duties (see Article XII. Role of Faculty.)

Full-time faculty workloads will be assigned during Fall and Spring semesters. For any alternative assignment important for program/department reasons and agreed upon by the faculty member, a formal letter of mutual agreement is required between faculty, division administrator, MAHE, and HR prior to the commencement of the alternative assignment.

By mutual agreement, the College and the Association may establish a specific contract length for a new bargaining unit position. In such cases, the length of the contract shall be a condition of continuing employment for the bargaining unit member occupying the position.

a. Except when used to front load or back load the annual workload (in order to reach maximum workload over the academic year), any assignment over 16 lecture-equated credit hours per semester will be considered an overload. See Appendix H, Miscellaneous Assigned Work Wage Rates for overload compensation rates.

1) Understanding that workload will be developed collaboratively and that it is in the interest of excellent education for faculty to be assigned a load that is both manageable and desired, there are times when the work of a program/department requires the assignment of overloads. Therefore, full-time bargaining unit members may be assigned a contractual overload not to exceed four (4) lecture-equated credit hours or one section per semester whichever is greater. No faculty member will be involuntarily assigned an overload more than two consecutive semesters (excluding summer).

2) Additional assignments may be added with mutual agreement between the faculty member and the immediate supervisor. There is no contractual limit on number of overload credits for full-time faculty.

2. Part-time Teaching Assignments/Workload

The workload for part-time faculty shall not exceed twelve (12) lecture equated hours per semester Fall and Spring or ten (10) lecture equated hours during Summer, or 30 clock hours per week.

- a. Associate Continuing Contract part-time faculty loads may be front- or back-loaded up to two (2) workload credits, with total Fall and Spring load not to exceed twenty-four (24) workload credits. (Example: Fall semester load may be 14 credits; Spring semester would be 10 credits.)
- b. In consideration of fulfilling all of the work of the department, both full- and part-time faculty members' workload may consist of teaching assignments and other duties and activities developed collaboratively and mutually agreeable to faculty and supervisor, which may include work in more than one division/department (see Appendix H Miscellaneous Assigned Work Wage Rates). Examples of other duties and assignments could be facilitating an open laboratory session, serving in an academic resource center, advising students, delivering contracted training, and/or curriculum development or revision—to a maximum of 30 hours per week, as follows:

**Fall and Spring
Teaching Workload**

Other Duties & Assignments

12	6 hours per week
11	8 hours per week
10	10 hours per week
9	12 hours per week
8	14 hours per week
7	16 hours per week
6	18 hours per week
5	20 hours per week
4	22 hours per week
3	24 hours per week
2	26 hours per week
1	28 hours per week
0	30 hours per week

**Summer
Teaching Workload**

Other Duties & Assignments

10	0 hours per week
9	0 hours per week
8	0 hours per week
7	2 hours per week
6	6 hours per week
5	10 hours per week

4	14 hours per week
3	18 hours per week
2	22 hours per week
1	26 hours per week
0	30 hours per week

- c. Laboratory hours shall be equated according to the ratio listed in Appendix M. Lab Contact Hour Ratios.

3. College Week

- a. Where a full-time bargaining unit member is assigned Saturday classes, if the faculty member wishes, he/she will have the equivalent of two (2) calendar days not scheduled during that same calendar week.
- b. Full-time teaching assignments to Saturday classes shall not exceed one semester during any academic year except with the bargaining unit member's approval. (These provisions are not applicable to full-time technicians.)

4. Conditions to avoid when making full-time teaching assignments.

The following conditions will be avoided when making full-time teaching assignments except when necessary to achieve a full workload or when requested by the individual faculty member.

- a. More than two (2) evenings of teaching each week.
- b. A morning class before 9:00 a.m. following an evening class assignment as late as 8:30 p.m.
- c. A morning class before 10:00 a.m. following an evening class assignment ending after 8:30 p.m.
- d. Classes in the morning, afternoon and evening of the same day.

B. Scheduling of Faculty Preparation and Professional Development Days

The faculty contract allows ten days of work denoted as Preparation Days or Professional Development Days. The days are distributed through the academic year as follows:

Fall Semester: The Monday, Tuesday, and Wednesday immediately before the start of Fall Semester are designated as Preparation Days for faculty.

Spring Semester: Of the five days, Monday through Friday before the start of Spring Semester, Monday and Tuesday of this week are designated as Professional Development Days. Wednesday, Thursday, and Friday are designated as Preparation Days.

The Two Days in May: The Two Days in May are the Tuesday and Wednesday following the deadline for turning in grades and are designated as Professional Development Days.

The schedule and program for any of the Professional Development Days listed above will be determined by the College, Divisions, and Departments. All scheduling and programming will be done in consultation with faculty including lead faculty and the faculty leadership of the Center for Teaching Excellence. If a faculty member requests professional development elsewhere during these days, the request will be considered and not unreasonably denied.

During the 24 hours scheduled as faculty Preparation Days for Fall Semester and the 24 hours scheduled as faculty Preparation Days for Spring Semester, up to eight hours each Semester may be scheduled and programmed by the College, Divisions, or Departments. One eight hour day each semester will be free of required meetings to allow faculty preparation. It is understood that individual groups of faculty within Departments or across Departments who desire to address particular needs of a Department or Division may waive this limit by mutual agreement.

C. Attendance at College Functions

1. Other than as chaperones and sponsors, attendance at all College functions and activities shall be voluntary, with the exception of commencement exercises as explained below.
2. All parties recognize that the Commencement Ceremony is an important event to the students graduating from LCC. All full-time faculty members are encouraged to attend. Each full-time faculty member will attend at least once every two (2) years.

If a full-time faculty member is unable to attend, the faculty member will contact his/her immediate supervisor and notify him/her of the inability to attend.

Part-time faculty members will be invited and encouraged to attend the commencement ceremony. The Administration will provide as many caps and gowns as are available for part-time faculty use. The available caps

and gowns will be provided to the part-time faculty on a first-come, first-served basis.

3. Full-time bargaining unit members attending those College-sponsored functions for which academic attire is required shall have the attire furnished by the College.
4. Full-time bargaining unit members may be asked to serve as chaperones at College functions. In the event a full-time bargaining unit member who has agreed to serve as a chaperone is unable to do so, it will be his or her responsibility to make every effort to find a substitute and notify the Office of Student Life.

D. Teaching Preparation

A teaching preparation is defined as a course whose title is different from any other course being taught by the faculty member. The total number of preparations may include curriculum study assignments and planning future courses. However, seminars and community service programs are exempt from the course preparation limitations cited below:

1. more than two (2) different teaching preparations taught for the first time except for newly employed during the first four semesters of full-time employment.
2. more than three (3) preparations without the consent of the faculty member except when necessary to achieve a full workload or when requested by the individual faculty member with the following exceptions:
 - a. Performing Arts – Faculty shall be assigned no more than five (5) preparations per semester.
 - b. Physical Fitness and Wellness
 - 1) A member shall be assigned no more than five (5) preparations per semester.
 - 2) The total number of preparations may include curriculum study assignments, course development and community clinics.

E. Student Consultation

1. Full-time faculty student consultation will be a **minimum** of one-quarter ($\frac{1}{4}$) hour consultation per week per one (1) credit hour of assigned classes.

2. Adjunct bargaining unit members with teaching assignments shall be available to consult weekly with students, through at least one of the following methods, recognizing that the preferred mode of student consultation is face to face:
 - a. place contact information (phone number and/or e-mail address) on section syllabus where students may contact and/or;
 - b. place times available on section syllabus, which may include before and after class times and/or preferred times for calls, and/or;
 - c. conduct regular interaction through online Course Management System or web conferencing, and/or;
 - d. place an LCC location and phone number with posted available times on section syllabus.

F. Dual Department Assignments

A bargaining unit member assigned duties in more than one department shall have full voting rights in all departments in which he/she serves.

G. Faculty Leaders

Faculty leaders (faculty chairs, lead faculty members, academic team leaders, etc.) are appointed by the Dean or appropriate administrator from the recommendations of the faculty of the program or department. These assignments are voluntary; will be reviewed at least once annually; and will continue at the sole discretion of the Dean. Release time shall be assigned in a fair and equitable manner. Factors used to determine the amount of release time may include enrollment, number of faculty members, number of courses and program complexity.

H. Special Projects

1. Full-time bargaining unit members who receive special project assignments as part of their regular workload shall submit their completed projects to their respective director or supervisor for evaluation purposes within sixty (60) days from the date of completion. Criteria used for project evaluation shall have been predetermined through consultation between the director or supervisor and the respective bargaining unit member prior to commencement of the special project. The results of the project evaluation will be made known to the respective bargaining unit member.

2. It is understood that special projects may be assigned on a cross-divisional or cross-departmental basis in an effort to encourage creative and mutually beneficial activities.

I. Summer Assignments

1. Faculty members may teach up to two (2) sections, up to ten (10) credits or thirty (30) clock hours per week during summer semester, if offered. Physical Fitness and Wellness summer load may be up to twelve (12) contact hours.
2. Summer teaching assignments shall not change the full-time or part-time status of bargaining unit members.
3. All summer semester assignments for full-time faculty members shall be considered as voluntary overloads, unless the assignment falls under an alternative scheduling agreement (see Article XIII. Workload. Paragraph A. 1).

J. Additional Miscellaneous Work Outside the Academic Calendar

1. It is generally understood that the College has an obligation to meet the needs of business, industry, government and labor organizations at times outside the academic calendar.
2. Miscellaneous work outside the academic semester will not be considered part of the academic workload for either the previous or upcoming semester. Part-time faculty will be limited to a maximum of thirty (30) clock hours per week.
3. The additional miscellaneous work outside the academic calendar does not change the part-time or full-time status of the employee.

K. Substitute Teaching

It is recognized that full and part-time bargaining unit members with teaching assignments are occasionally faced with a necessity to be absent on a short-term basis. During these times, members are encouraged to exchange classes with a qualified colleague, subject to the approval of the immediate supervisor.

If this alternative is not available, the bargaining unit member will attempt to find a qualified Lansing Community College faculty substitute as early as possible, subject to the approval of the immediate supervisor, to teach his/her

class. The substitute teacher will be paid pursuant to Appendix H. Miscellaneous Assigned Work Wage Rates.

1. All full-time faculty who substitute teach will be paid in accordance with the overload rate (see Appendix H. Miscellaneous Assigned Work Wage Rates).
2. Part-time faculty who substitute will be paid at their established rate. If a part-time faculty member is paid more than one hourly rate (excluding market rate) as a result of teaching assignments in more than one department, he/she shall be paid a substitute hourly rate based on his/her highest hourly rate currently in effect.
3. Part-time faculty who are working at maximum workload may accept short-term substitution assignments for up to forty (40) lecture-equated hours per semester without the hours counting toward their maximum load. The forty (40) lecture-equated hours that do not count toward part-time maximum workload may consist of substituting or other miscellaneous instruction or non-traditional instruction (see Article XIII. Workload. Paragraph Q. Non-traditional Instruction). By prior mutual agreement between the Association, Human Resources, the faculty member, and the appropriate division, there could be exceptions to the forty (40) hour limit. Full-time faculty members are not subject to these limitations.
4. Part-time faculty who are not working at maximum workload may accept substitution assignments within their workload that does not cause their contact hours to exceed thirty (30) per week. When their contact hours do exceed thirty (30) per week, they then may use the substitution clause allowing them to accept additional substitution hours, see Article XIII. Workload. Paragraph K. 3.
5. Long-term substitution/replacement occurs when a faculty member has replaced the instructor of record and has assumed full responsibility for the course. If a long-term subbing/replacement situation places a part-time faculty member over their maximum workload, then a letter of agreement must be signed between the College, the Association, and the affected faculty member.

L. Truck Driver Training

1. Calendar

Truck Driver Trainers will work one hundred seventy-three (173) days. These days may be scheduled throughout the calendar year. Whenever

possible, schedules will be developed collaboratively to meet the needs of the Truck Driver Training program.

2. Compensation

Truck Driver Trainers who are employed at the execution of this agreement will not be placed on the current Faculty Salary Schedule. Instead they will receive the following pay increases for the term of this contract:

- | | | |
|--------------|----|--------------------------------|
| a. 2005-2006 | 7% | Retroactive to January 3, 2006 |
| b. 2006-2007 | 4% | |
| c. 2007-2008 | 4% | |
| d. 2008-2009 | 5% | |
| e. 2009-2010 | 5% | |

Truck Driver Trainers hired after the execution of this agreement will be placed on the Faculty Salary Schedule as required.

3. Workload

It is understood that Truck Driver Trainers are not assigned to course work in the same manner as traditional full-time teaching faculty. As a result, their workload will consist of assigned schedules to cover teaching (one-on-one driving instruction, small group, and classroom), curriculum development, maintenance, recruiting, snow plowing, advising, special hauls, and other duties as described in the language in Article XII. Role of Faculty.

M. Laboratory Technicians and Instructional Laboratory Faculty

Laboratory Technicians and Instructional Laboratory Faculty workload is based primarily on a service/clock hour schedule, not a lecture equated hour, with a reasonable mix of responsibilities (see Article XII, Role of Faculty), duties, and assignments that may include teaching assignments. The workload is to be determined collaboratively between the department faculty and the department director or the immediate supervisor. Laboratory Technicians and Instructional Laboratory Faculty will be scheduled to fulfill the objectives of the department to be consistent with student and service needs, as follows:

1. Full-time Laboratory Technicians and Instructional Laboratory Faculty responsibilities, duties and assignments, will be scheduled within the concept of an eight (8) hour work day and the equivalent of the contractual two hundred twenty-five (225) days. During the 2005-2006 contract year, the contractual days will be two hundred thirty-one (231).

- a. It is mutually understood that Laboratory Technicians and Instructional Laboratory Faculty support is needed outside the academic calendar, during Summer semester, and/or between semesters, and /or other academic breaks, thus the two hundred twenty-five (225) contract days may be spread throughout the calendar year to meet student and department service requirements. This will be scheduled collaboratively between the Laboratory Technicians and Instructional Laboratory Faculty member(s) and the department director or the immediate supervisor.
 - b. Full-time Laboratory Technicians and Instructional Laboratory Faculty will be scheduled primarily Monday through Friday. When assignments, responsibilities, and duties are scheduled on a Saturday, if the faculty member wishes, he/she will have the equivalent of two (2) calendar days not scheduled during that same calendar week.
 - c. Full-time Laboratory Technicians and Instructional Laboratory Faculty paid holidays, see Article XXII. M. Employee Benefits.
 - d. Full-time Laboratory Technicians and Instructional Laboratory Faculty may accept additional work with the College above the contractual two hundred twenty-five (225) days. This will be compensated at the rate listed in Appendix H. Miscellaneous Assigned Work Wage Rates.
2. Part-time Laboratory Technicians and Instructional Laboratory Faculty responsibilities, duties and assignments, will not exceed thirty (30) service/clock hours per week.
 - a. Exceptions for additional work may be made as outlined in Article XIII. J. Additional Miscellaneous Work Outside the Academic Calendar, Article XIII. K. Substitute Teaching, and Article XIII. Q. Non-Traditional Instruction which will be compensated at the rate in Appendix H. Miscellaneous Assigned Work Wage Rates.
 - b. It is mutually understood that responsibilities, duties and assignments for academic and student support is needed outside the semester calendar, with work that may be scheduled between semesters and /or other academic breaks. Thus, Part-time Laboratory Technician and Instructional Laboratory Faculty members that are assigned work with a set weekly schedule will receive holiday pay pursuant to Article XXII. M. Employee Benefits.
3. Teaching assignments will be equated on the basis of one (1) lecture hour equals two (2) service/clock hours.
4. Instructional sessions, workshops, orientations, and training assignments will be scheduled with appropriate preparation time to be determined collaboratively between the Laboratory Technicians and Instructional

Laboratory Faculty member and supervisor. It is recognized that effective preparation for these assignments may take place outside the department office, on or off campus.

5 Evening Assignments:

- a. No Laboratory Technicians and Instructional Laboratory Faculty member will be assigned more than two evenings per week except with the faculty member's approval.
- b. Laboratory Technicians and Instructional Laboratory Faculty assigned teaching or service responsibilities after 6:00 p.m. but before 8:30 p.m. will not be assigned responsibilities prior to 9:00 a.m. the following morning except with faculty member's approval.
- c. Laboratory Technicians and Instructional Laboratory Faculty assigned teaching or service responsibilities after 8:30 p.m. will not be assigned responsibilities prior to 10:00 a.m. the following morning except with the faculty member's approval.

N. Counselors and Librarians

Counselor's and Librarian's workload is based primarily on a service/clock hour schedule, not a lecture equated hour, with a reasonable mix of responsibilities (see Article XII. Role of Faculty), duties, and assignments that may include teaching assignments. The workload is to be determined collaboratively between the department faculty and the department director or the immediate supervisor. Counselors and Librarians will be scheduled, as to fulfill the objectives of the department to be consistent with student and service needs, as follows:

1. Full-time Counselor's and Librarian's responsibilities, duties and assignments, will be scheduled within the concept of an eight (8) hour workday, and the equivalent of the contractual one hundred seventy-three (173) days of work.
 - a. It is mutually understood that Student and Academic support is needed outside the academic calendar, during Summer semester, and/or between semesters, and /or other academic breaks, thus the one hundred seventy-three (173) contract days, which are to be primarily distributed over the Fall and Spring semesters may be spread throughout the calendar year to meet student and department service requirements. This will be scheduled collaboratively between Counselors/Librarians and department director or immediate supervisor.

- b. Full-time Counselors and Librarians will be scheduled primarily Monday through Friday. When assignments, responsibilities, and duties are scheduled on a Saturday, if the faculty member wishes, he/she will have the equivalent of two (2) calendar days not scheduled during that same calendar week.
 - c. Full-time Counselors and Librarians may accept additional work with the College above the contractual one hundred seventy-three (173) days. This will be compensated at the rate listed in Appendix H. Miscellaneous Assigned Work Wage Rates .
- 2. Part-time Counselor's and Librarian's responsibilities, duties and assignments, will not exceed thirty (30) service/clock hours per week. Exceptions are as outlined in Article XIII. J. Additional Miscellaneous Work Outside the Academic Calendar, Article XIII. K. Substitute Teaching, and Article XIII. Q. Non-traditional Instruction.
 - 3. Teaching assignments will be scheduled on the basis of one (1) lecture hour equals two (2) service/clock hours.
 - 4. Instructional sessions, workshops, orientations, and training assignments will be scheduled with appropriate preparation time to be determined collaboratively between the Counselors and Librarians and supervisor. It is recognized that effective preparation for these assignments may take place outside the department office, on or off campus.
 - 5. Evening Assignments:
 - a. Counselors and Librarians will not be assigned more than two (2) evenings per week except with the faculty member's approval.
 - b. Counselors and Librarians assigned teaching or service responsibilities after 6:00 p.m. but before 8:30 p.m. will not be assigned responsibilities prior to 9:00 a.m. the following morning except with that member's approval.
 - c. Counselors and Librarians assigned teaching or service responsibilities after 8:30 p.m. will not be assigned responsibilities prior to 10:00 a.m. the following morning except with that member's approval.

O. Physical Fitness and Wellness

- 1. The maximum full-time workload shall be thirty-four (34) contact hours within one hundred seventy-three (173) workdays for Fall and Spring semesters. See Article XIII. Workload. Paragraph D. Teaching Preparations. Part-time maximum workload for Fall and Spring semesters

shall be fourteen (14) contact hours per semester. Summer workload shall be two (2) sections, up to twelve (12) contact hours.

2. For Physical Fitness and Wellness, any load above thirty-four (34) contact hours shall be considered an overload.
3. When a full-time faculty member is given a coaching assignment, the department chair or the immediate supervisor will attempt to assign teaching and coaching assignments (with the exception of contracted contests) after 8:00 a.m. and prior to 6:00 p.m., and will attempt to assign classes that will provide reasonable avoidance of time conflicts between assigned classes and contracted contests.

P. Aviation Flight Instruction Program

1. Supervisory personnel will consult with the flight faculty prior to scheduling flight time.
2. Schedules for flight faculty will be provided as much in advance as possible each semester.
3. A full week's work assignment for a full-time faculty member shall consist of an average of forty (40) hours, including thirty-five (35) hours of instruction, supervised solo flights, flight simulation and dual flight time in the aircraft. The remaining five (5) hours will be devoted to office hours and other activities normally related to a teaching position. A part-time faculty assignment shall consist of thirty (30) hours or less, including hours of instruction, supervised solo flights, flight simulation, dual flight time in the aircraft, and other duties as assigned.
4. Scheduled flight time shall not exceed FAA regulations.
5. It is understood that the schedules for flight faculty will vary from week to week, depending on student need, weather conditions and availability of equipment.
6. Monday through Saturday flight instruction will be scheduled at the discretion of the Chief Flight Instructor. Due to the limited flying time in Michigan, Sunday flight assignments may be scheduled by the Chief Flight Instructor with the approval of the appropriate faculty member.

Q. Non-traditional Instruction

Faculty may be given opportunities to teach/train outside their assigned workload. This work is generally temporary in nature, and it is not considered part of the regular work assignment. These assignments may consist of non-

traditional credit and non-credit education and training programs that do not count toward traditional degrees or certificates offered by Lansing Community College. They may be offered through the Business and Community Institute to employees of businesses, or they may be miscellaneous offerings for community education, professional continuing education, and/or special short-term K-12 enrichment programs offered through other divisions or programs of the College, and/or grant-funded miscellaneous work.

1. Assignments given to full-time faculty to fulfill their maximum workload shall be made in accordance with Article XIII. Workload. A. 1 and Article XXI. Professional Compensation. A. of this Agreement. Assignments given to associate continuing part-time faculty members shall be made in accordance with Article XIII. A. 2. of this Agreement.
2. Except as provided for in Article XIII. Workload. Q. 1., faculty members may be paid at a market rate for non-traditional credit and/or non-credit instruction that does not count toward traditional LCC degrees or certificates.
3. The College shall provide to the Association, as soon as available, information concerning the market wage rates paid to faculty teaching the credit and/or non-credit non-traditional instruction that does not count toward traditional LCC degrees or certificates and information concerning the basis for determining the market rates.
4. Part-time faculty may accept a mix of teaching/training for non-traditional assignments for up to forty (40) contact hours per semester without the hours counting toward their maximum load. By prior mutual agreement between the Association, Human Resources, the faculty member, and the appropriate division, there could be exceptions to the forty (40) hour limit. Full-time faculty members are not subject to these limitations. (See also Article XIII. Workload. K. 3.).

R. Learning Communities

For the purposes of this contract, LCC recognizes two types of Learning Communities. Those composed of "Linked Courses," and those composed of "Integrated Courses." Linked Courses Learning Communities are formed by simply linking two courses together by a common theme. Integrated Courses Learning Communities are formed by fully integrating the content of two courses.

1. Workload/Compensation for Linked Courses Learning Communities:

The two linked faculty members will meet together with their respective chairpersons, and determine the number of planning hours needed to link

the courses in the Learning Community. This mutually agreed upon number of hours will be compensated in accordance with Appendix H. Miscellaneous Assigned Work Wage Rates, under course development work, or through release time. No additional compensation is provided during the semester that the linked courses are taught.

2. Workload/Compensation for Integrated Courses Learning Communities:

Both courses in the Learning Community will count toward each faculty person's load. For example, if a WRIT 121 (4 credits) is integrated with a CJUS 255 (3 credits), each faculty person would receive seven ($4 + 3 = 7$) credits toward their load the semester the Learning Community is taught. Advanced planning compensation is provided within this workload adjustment.

3. Seat Limits for all Learning Communities:

If a Learning Community consists of:

- a. courses both of which have a seat limit less than or equal to 25, then the seat limit for both courses will be the larger of the two;
- b. one course with a seat limit under 25 and another with a seat limit of more than 25, then the seat limit for both courses will be 25;
- c. courses both of which have a seat limit of more than 25, then the smaller of the two limits will be the seat limit for both courses (e.g. if one course has a seat limit of 30 and the other has a seat limit of 38, then in the Learning Community, the seat limit for both courses will be 30).

S. Secondary Education Classes

Two sections of EISD or other secondary education classes or eighteen (18) hours per week in STAR classes shall be considered a full load for full-time faculty member.

In the secondary education areas, 9-10 contact hours will count as 8 credits for load. This will apply to both full- and part-time faculty in the secondary education area.

T. Online and Hybrid Courses

1. In order to develop or teach an online and/or hybrid course, faculty members must earn MVU Certification or its equivalent or present evidence of other relevant work experience or training that has prepared

them to develop or teach online or hybrid courses in order to be eligible to develop and/or teach an online or hybrid course. The College will, over the life of this agreement only, offer Michigan Virtual University Certification training or its equivalent to all full-time faculty members. Part-time faculty who express a willingness to teach hybrid or online courses and who receive prior approval of their Dean or designee will also receive MVU or its equivalent training and the accompanying stipend. All faculty, part- and full-time, who wish to be trained will submit their names to their Dean for approval. The timing of the approval will be subject to College priorities and budgetary constraints. Priority for the training will be given to those faculty who are scheduled to develop and/or teach online and/or hybrid courses. For all faculty members that complete the MVU certification course or its equivalent offered by the college, a \$550 stipend will be paid.

	Being developed for Hybrid	Being developed for Online
Course exists in traditional format or new course	Release time (or compensation) equal to the ½ contact hour value	Release time (or compensation) equal to the course contact hour value
Course exists in hybrid format	NA	Release time (or compensation) equal to the ½ contact hour value
Course exists in online format	NA	NA

2. Before a course is developed, redeveloped, or significantly revised, a collaborative agreement regarding release time (or compensation) will be developed by the faculty member and chairperson, not to exceed course contact hour value.
3. In the event a new online course management system is adopted by the College, a letter of agreement between the Association and the College will be developed in regard to compensation for course rollover prior to adoption. Decisions for adoption of new course management systems will continue to be made collaboratively between faculty and administrators.
4. Property rights for Alternative Delivery Courses. Any materials for which faculty members are paid for development remain the property of Lansing Community College and shall be shared. (See Appendix H. Miscellaneous Assigned Work Wage Rates)
5. Online Course Seat Limits (see also Appendix L. Seat Limits)
 - a. For courses with face to face seat limits of 25 or more, the maximum seat limit in an online section will be 25.

- b. For specific courses in which the contractual face to face seat limit is less than 25, the maximum seat limit in an online section will equal the face to face seat limit.
- c. Limits may be increased by one or two to accommodate special circumstances, with mutual agreement between the faculty member and administration. (If necessary, seat limits will be adjusted so that if any student drops, the number of registered students will not exceed the original seat limit.) Such increases shall not be deemed “past practice.” The Association will be granted access to enrollment reports in order to monitor seat limits.
- d. If the section is above the course seat limit, faculty will drop non-participating students the day after the end of fifty percent (50%) refund period for the section. Faculty with more than the course maximum after these administrative drops who submit a written request for an extra stipend from the department chair will be paid according to the following formula, computed as: $(\text{faculty rate} \times \text{course semester contact hours} / \text{maximum online seat limit}) \times \# \text{ of extra students}$. Rate for full-time faculty will be the overload rate. Stipend will be paid within thirty (30) days of the request for payment.

6. Hybrid Course Seat Limits (see also Appendix L. Seat Limits)

- a. A hybrid class is a cross between online and face-to-face delivery mode with fifty percent (50%) of course content delivered online. The maximum seat limits for hybrid courses will be the average of the online limits and the face to face limits. Through mutual agreement between the faculty member, the Association, and administration, exceptions can be made.
- b. With mutual agreement between the faculty member, the Association, and the administration, the hybrid course seat limit of selective admissions programs may deviate from the seat limits established in 6. a.
- c. For module and/or open entry determination, please see Article XIII. U. Module Development and Delivery.

U. Module Development and Delivery

Lansing Community College administration and faculty acknowledge the following in regard to Modules:

1. Module as Development and Presentation

As with all other curriculum and pedagogy issues, module development and teaching will be covered under Article XVIII. Curriculum Issues.

2. Module Definition

A module is a component of an approved college course offered as a separate educational package, which includes learning outcomes, and may include learning activities and assessment procedures, designed to guide learners through a specific unit of instruction. Modules are designated using a course number followed by a letter of the alphabet, e.g. ELTE 100A. A student's successful completion of a module earns academic credit based on contact hours. The student also earns an academic grade which evaluates the student's success in achieving the expected outcomes. At Lansing Community College, a standard college-wide course syllabus has been created for each module (see LCC syllabus policy).

3. Module Development

Since modules are components of previously approved LCC courses, module development will be considered course revision, which will be overseen by faculty and may be a collaborative process between faculty, administrators, and instructional designer/support staff. If modules are to be self-paced, their development will be considered "significant revisions" and they will be paid the same rates as other course revision (see Appendix H. Miscellaneous Work Wage Rates). Due to the complex nature of self-paced modules, compensation for these self-paced modules may be paid at four (4) hours for each contact hour of the module—with the total hours determined collaboratively based upon percentage of work done by the faculty member (with consideration of percentage of work done by instructional designer or support staff). Self-paced modules will be developed within the "module template" format (with all learning exercises, quizzes, tests, and accompanying course materials to be included). The number of hours will be determined collaboratively between the faculty member and department chair.

4. Module Delivery Mode

Delivery mode for modules, like courses, may include but is not limited to:

- a. Face to face, virtual, or hybrid; within a defined period of time; teacher led
- b. Virtual or self directed, open entry, self-paced, limited teacher role
- c. Face to face or hybrid; open entry, self-paced, limited teacher role

- d. Face to face, virtual, or hybrid; open entry, teacher led, with lab components
 - e. Face to face, virtual, or hybrid; open entry, combination of self-paced didactic and hands-on laboratory component
 - f. Face to face, open entry or defined enrollment; open laboratory setting
5. Faculty Workload for Module Teaching/Oversight

Time Period	Faculty Oversight	Delivery Mode	Workload Formula
Defined enrollment (Everyone starts & ends on same date; seat limit, 12-25 students)	Teacher led	Face to face, virtual, or hybrid	1 Module cr. = 1 workload cr
Open entry	Self-paced; limited teacher role*	Virtual or self directed	Module cr. \div 12 x # of students = workload credit (Example: .5 module offered to 2 students, $.5/12 \times 2 = .08$ workload cr) (Example 2: .25 module offered to 6 students, $.25/12 \times 6 = .125$ workload cr)
Open entry	Teacher led; w/ lab components & teacher present	Face to face or hybrid	Module cr. \div 10 x # of students = workload credit (Example: .5 module offered to 2 students, $.5/10 \times 2 = .1$ workload cr) (Example 2: 1 cr. Module offered to 4 students, $1/10 \times 4 = .4$ workload cr)
Open entry	Combination: self-paced didactic and hands-on labs w/ teacher present	Face to face, virtual, or hybrid	Module cr. \div 10 x # of students = workload credit (Example: .5 module offered to 6 students, $.5/10 \times 6 = .3$ workload cr) (Example 2: .25 module offered to 5 students, $.25/10 \times 5 = .125$ workload cr)
Open entry or defined enrollment	Open laboratory setting	Face to face	2 hrs. in lab= 1 workload cr. (32 hours per week x 16 weeks = 16 workload cr.) Applies to 2:1 labs (see Appendix M, Lab Contact Hour Ratios)

*Limited teacher role: grading of assignments & tests, answering questions, posting grades.

V. Independent Studies/Directed Studies

Independent studies/directed studies may include varying amounts of faculty involvement. In an attempt to recognize variations in amount of faculty work required, independent/directed studies will be paid as follows:

Type of Independent/Directed Study	Formula for Faculty Payment
Learning contract, assignments/ project checked at the end, limited teacher role	Teaching rate * .10 * credits * number of students * 16 = payment <u>Example:</u> \$45 * .10 * 2 cr. * 1 student * 16 = \$144
Learning contract, 3-7 meeting times between teacher and student, student work assessed at end of study	Teaching rate * .20 * credits * number of students * 16 = payment <u>Example:</u> \$45 * .20 * 2 cr. * 1 student * 16 = \$288
Learning contract, 8 or more meeting times between teacher and student, student work assessed in ongoing manner	Teaching rate * .25 * credits * number of students * 16 = payment <u>Example:</u> \$45 * .25 * 2 cr. * 1 student * 16 = \$360

ARTICLE XIV. ACADEMIC FREEDOM

A. Academic Freedom

1. Bargaining unit members shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair his/her teaching. Administrative actions taken to assure compliance of contractual and departmental obligations when applied in a non-discriminatory manner shall not be construed as harassment. To this end, the College subscribes to the tenets of academic freedom as the American Association of University Professors has expressed them:

"Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution."

"Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching

controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment."

"College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution."

2. When a bargaining unit member speaks, writes or endorses products or candidates as a citizen, he/she is obligated to make certain that such endorsements or statements imply no endorsement by the College.
3. A bargaining unit member must follow course syllabi as developed by his/her department(s) and present alternative views of controversial issues. The presence of any communications device during the meeting of a class shall be subject to his/her permission.

ARTICLE XV. BARGAINING UNIT MEMBER SUPPORT

A. Office Support

The duties of each departmental office will include office support to all bargaining unit members of the department to the maximum extent possible in an effort to assist the bargaining unit members in fulfilling their academic responsibilities.

B. Bargaining Unit Member Facilities

1. Bargaining unit members may have unlimited access to their assigned offices and/or classrooms during the normal hours of operation of the College. If bargaining unit members desire access after 5:00 p.m. on Saturday or Sunday, they should contact the Department of Police and Public Safety to gain admittance. Identification cards will be shown and the bargaining unit members will be required to register when entering and leaving the building. The use of other College facilities for College related activities by the bargaining unit member during normal hours shall be authorized upon approval by the appropriate Dean.

2. Use of College-owned computer resources (which encompass voice/video/ data) is a privilege extended by Lansing Community College to faculty members as a tool to promote the mission of the College. Faculty member's use of such communication resources shall be in compliance with the College's published "LCC Acceptable Use Policy". Due to their very nature, and in accordance with current case law, voice and e-mail messages created or transmitted with LCC computer resources are not private. However, the College will not monitor the content of information transmitted over the LCC network, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, LCC staff will safeguard the privacy of all parties. Generally, the College will not make the contents of electronic communications available to those other than the originator and the intended recipient. However, as a public institution, the College may be required to release contents of electronic communications because of laws and regulations. [Excerpted from the "LCC Acceptable Use Policy: 10/26/96", available online through the LCC Home page at <http://www.lcc.edu>]

C. Safety and Work Space

1. Reasonable effort will be made to assure that bargaining unit members are able to work in safety consistent with good health practices and federal and state laws regarding health and safety. When required, the College will provide first-aid supplies. Emergency procedures will be published for the information of the bargaining unit members.
2. The College shall strive to provide, subject to available resources, reasonable office space of approximately 100 square feet for each full-time bargaining unit member.
3. The immediate supervisor shall strive to assign only one part-time bargaining unit member to an office space of approximately 50 square feet at the same time.
4. If a bargaining unit member has a specific concern regarding the provisions of this section, that concern shall first be presented to the divisional dean or his/her designee. If the concern is not resolved, upon request of the member, the concern will be placed on the agenda of the appropriate committee (e.g. the College Safety and Parking Committee, Divisional Operations Committee, etc.) for consideration at its next meeting.

ARTICLE XVI. EVALUATION AND PROFESSIONAL GROWTH OF BARGAINING UNIT MEMBERS

It is agreed by the parties to this collective bargaining agreement that the evaluation process is intended to be a continual, collegial, and constructive process. The Chair/Supervisor shall provide regular opportunity to discuss professional evaluation and to offer assistance to bargaining unit members in the improvement of his/her professional performance.

A. Student Feedback

Student feedback of all teaching faculty in all sections and all service faculty will be conducted at least once a year using a mutually approved process and mutually approved forms (Appendix Q. Evaluation and Professional Growth Forms). Feedback may be conducted for all bargaining unit members in the unit more often, at the Administration's discretion. Any data or comments extracted from the forms for any section where the return rate is 65% or greater of those enrolled in the class at the date of evaluation will be provided to the appropriate faculty member and the appropriate administrator simultaneously for evaluation purposes. Any data or comments extracted from the forms for any section where the return rate is less than sixty-five percent (65%) will be provided to the appropriate faculty member and administrator for discussion purposes. Student evaluation data will not be used as the sole source of information for personnel decisions.

B. Faculty Administrative Evaluations

Evaluation of probationary full-time and non-continuing contract associate bargaining unit members will include a classroom observation conducted by the appropriate trained program/department administrator at least once during the bargaining unit member's first year of teaching (two semesters) to foster professional growth and provide feedback using the approved classroom observation procedure and form(s) (Appendix Q. Evaluation and Professional Growth Forms). An administrative evaluation of each teaching faculty member will be conducted by the appropriate trained program/department administrator during the faculty member's second year of teaching (two semesters) using the approved procedures and form(s) to foster professional growth and provide feedback. If a problem is identified and documented during the administrative evaluation, a faculty member will be identified to assist the faculty member. A second administrative evaluation may be conducted by the appropriate trained program/department administrator during the faculty member's third year of teaching (two semesters).

C. Professional Growth

For all continuing full-time bargaining unit members, there will be a system for fostering professional growth. Continuing adjunct faculty may participate on a voluntary basis. Every three (3) years, each full-time faculty member will present either a written or oral teaching/service portfolio that will be discussed with the department full-time faculty and Chair. Any written comments resulting from the discussion will be given to the faculty member and will not become part of a permanent record. The portfolio would include: participation in activities for professional growth, new teaching/learning/service methods, curriculum vitae, statement of teaching/learning/service philosophy and goals including any resources needed to achieve the goals.

The first two academic years that the contract is in force after ratification will be used for education/training and to conduct a pilot with volunteers, with the goal of implementation during the third academic year. Resources will be provided to implement the program. Faculty will develop and discuss their portfolios every three years. The initial schedule of portfolio discussion will be determined jointly between the chair and full-time faculty in each department. The initial schedule will be used to determine a three year cycle for continuing professional growth, with some allowance given for special circumstances.

The form (see Appendix Q) indicating that the discussion of professional growth took place will be maintained in the faculty member's personnel file.

D. Evaluation of Chair and Supervisors

The Association will coordinate with the AFT-Michigan to develop and agree to a procedure and appropriate forms for the evaluation of chairs and supervisors. Once developed, the procedure and forms will be incorporated into this Agreement.

If the AFT-Michigan evaluation process is modified, the Association and AFT-Michigan will meet to attempt to reach an agreement on a new process. The new process will then be incorporated into this Agreement.

E. Employee Achievement

The College and the Association agree that "Achievement Recognition" is important and will encompass a service award celebration, and a recognition and appreciation of achievements, for both full and part-time bargaining unit members.

ARTICLE XVII. FACULTY INPUT

It is understood that when Association input is sought, representatives on all College-wide committees, commissions, councils, or task forces shall be selected or appointed by the Association. Additionally, Association may request to have a representative added to any College-wide committee, commission, council, or task force. This does not limit the College's right to invite Faculty to serve on any committee, commission, council or task force; however, these Faculty Members are not to be construed as providing appropriate Association input.

ARTICLE XVIII. CURRICULUM ISSUES

The parties to this Agreement understand and accept the fact that faculty members hold expertise in the area of curriculum and pedagogy. Therefore, the parties agree that in each program and/or department within the College, there shall be a Curriculum Committee comprised of the faculty members in the program/department and the program/department administrator(s). Committee meetings will be scheduled at a time to accommodate the most participants. Anyone unable to participate may submit input in writing. The committee members will be jointly responsible for determining and implementing curriculum decisions within the program/department. Curriculum decisions shall include but shall not be limited to:

- A. determining the form and format that is appropriate for each course (e.g. is the course appropriate to be taught in an online, hybrid, modular, or short term format);
- B. determining the appropriate class size based on pedagogical issues;
- C. determining the outcomes and expectations for the course;
- D. preparing any materials for the course (e.g. syllabus, handouts, etc);
- E. developing any alternative format for the course (e.g. modular, online, hybrid, short-session);
- F. determining sequencing of courses in a program;
- G. recommending new courses and programs.

ARTICLE XIX. CONDITIONS OF EMPLOYMENT

A. Personnel Files

1. Each bargaining unit member may, upon written request, review the contents of his/her own personnel file with the exception of confidential

- pre-employment information. An officer of the Association may, at the written request of the member, accompany him/her in such review. The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the personnel file. In the event of the administrator's absence, he/she will appoint someone to act in his/her behalf.
2. No document related to disciplinary action will be placed in a bargaining unit member's official personnel file unless he/she has had an opportunity to examine it and has been offered an opportunity to submit a written comment. The bargaining unit member will be asked to verify in writing that they have examined the document and been offered an opportunity to submit a written comment. If the bargaining unit member chooses not to verify, a witness and Human Resources administrator will verify that the bargaining unit member was given the opportunity. If the bargaining unit member can't be reached to review the document(s), notice will be sent to the bargaining unit member by registered mail.
 3. A faculty member may request removal of the disciplinary document(s) after one (1) year. The bargaining unit member will be notified of the decision regarding the request for removal.
 4. If there has been no request for removal of the disciplinary document(s) or the request for removal was denied and no additional disciplinary action against the faculty member has been initiated within two (2) years, the disciplinary document(s) will become inadmissible in any future disciplinary action against the faculty member.
 5. Potential employers shall not have access to files except the official personnel files kept by the Executive Director of Human Resources.

B. Due Process

It is the parties' intent to foster and promote an environment of cooperation between the Administration, faculty, staff, and students. Occasionally conflicts arise that may require third-party intervention. While there are formal procedures and processes for resolving some conflicts, it is the goal of the parties to achieve resolution as quickly as possible. Therefore, prior to any further action, the following procedures will be followed:

1. No bargaining unit member shall receive any disciplinary action including but not limited to warning, reprimand, suspension, demotion or discharge without just cause and due process.
2. Complaints received by the Administration relative to a bargaining unit member which may result in disciplinary action shall be transmitted to the

- bargaining unit member with a copy to the Association and the respective director or supervisor as soon as possible, but within not more than twenty (20) working days. Complaints not reported to the bargaining unit member within twenty (20) working days are deemed not to be cause for disciplinary action. The bargaining unit member shall be sent a letter indicating the nature of the complaint, the date the Administration became aware of the complaint, information about the status of the bargaining unit member's employment, and whenever possible, the name(s) of those making the complaint. The process for resolution will also be provided.
3. Prior to invoking any formal disciplinary action, an investigation of the events surrounding the complaint will be conducted. Whenever possible, during this investigation, the parties will attempt to resolve the matter informally. Following this investigation and if the matter has not been resolved, a hearing will be held to determine if disciplinary action will be taken. If it is decided that disciplinary action will be invoked following this hearing, the bargaining unit member will be notified in writing of the extent of the disciplinary action and the specific reasons for taking such action.
 4. The bargaining unit member will have an opportunity to submit written evidence of rebuttal to any charges against him/her and such rebuttal shall become part of his/her record.
 5. Notice of discharge from employment of a full-time bargaining unit member for cause shall be made in writing by the President, or his/her designee and shall include adequate specificity as to inform the bargaining unit member of the charges resulting in the termination. A copy will be provided to the Association. The bargaining unit member may accept the dismissal for cause or may avail himself/herself of the Grievance Procedure starting at Level Two.

C. Civil Rights

The Board agrees it will not discriminate in terms of salaries and conditions of employment because of religion, race, creed, color, national origin, age, sex, height, weight, marital status, political belief, membership in an employee organization, or handicap as defined by state and federal statutes and regulations.

ARTICLE XX. GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement and/or the Board's Personnel Policies.

2. An "aggrieved bargaining unit member" is the member (or members) who is directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Association grievances will commence in writing at Level Two.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken by the bargaining unit member or the Association representative (unless designated otherwise) within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. The aggrieved party shall, at all levels of the procedure, have the right to Association counsel provided that two (2) days advance notice is given to the Human Resources Department. No advance notice will be required for local Association representation. A supply of the grievance forms shall be on file with the Executive Director of Human Resources and the Association.

1. Level One (Grievance can be settled at Level One without setting a precedent in future cases.)
 - a. A bargaining unit member is encouraged to meet and discuss the matter giving rise to the grievance with his/her director or supervisor with the objective of resolving the matter informally. This discussion must take place within twenty (20) calendar days of the event giving rise to the grievance. If the aggrieved is not satisfied with the disposition from the oral discussion and he/she wishes to further pursue the matter, he/she shall file the grievance in writing. The

written grievance must be submitted to his/her appropriate director or supervisor within thirty (30) calendar days of the event giving rise to the grievance.

- b. Three (3) copies of this written grievance shall be prepared by the Association with the assistance of the bargaining unit member, and he/she shall send one (1) copy to each of the following: Michigan Association for Higher Education, appropriate director or supervisor, and the Executive Director of Human Resources.
- c. Within twenty (20) calendar days of the filing date, the aggrieved member or the Association representative will arrange to meet with his/her respective supervisor in an effort to resolve the issue. A written answer shall be given within fourteen (14) calendar days after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the parties as in C.1.b. above.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a letter shall be transmitted within twenty (20) calendar days thereafter by the member to the Executive Director of Human Resources, stating his/her desire to pursue the grievance to Level Two.
- b. Within twenty (20) calendar days of the receipt of such grievance, the aggrieved employee or the Association representative will arrange to meet with the Executive Director of Human Resources or his/her designee to discuss the issues. The aggrieved may be present and shall be present at the request of either the Executive Director of Human Resources or the Association. A written answer shall be given within fourteen (14) calendar days from the date of the Level Two meeting.
- c. Matters involving Association grievances will be discussed with the appropriate administrative official within twenty (20) calendar days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to further pursue the matter, it may then be reduced to the form of a written grievance. Written Association grievances commencing at this level shall be filed within ten (10) calendar days following the meeting with the appropriate administrative official. The time limits for the scheduled hearing and the written response will be the same as those specified for employee grievances. Copies of the answer shall be sent to the parties as in C.1.b. above.

3. Level Three - Alternative Resolution Team

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be transmitted within twenty (20) calendar days thereafter by the bargaining unit member to the Director of Human Resources stating his/her desire to pursue the grievance to Level Three. At the same time the Association shall provide the names of the representatives (at least two (2) but no more than three (3)) to serve on the Alternative Resolution Team.
- b. Within thirty (30) calendar days of the receipt of the request for an Alternative Resolution Team, the Director of Human Resources in consultation with the Alternative Resolution Team members shall schedule a meeting of the Alternative Resolution Team. The Alternative Resolution Team shall include an equal number of representatives designated by the College and the Association who have not been involved in the Level One or Level Two hearings for this grievance.
- c. The Alternative Resolution Team will hear a presentation of the grievance and discuss the grievance. The aggrieved and/or his/her representative may present the grievance to the Alternative Resolution Team including any documents in the grievance chain. The College may present a response to the appeal. The Alternative Resolution Team may meet with such other persons as the Team deems appropriate.
- d. If the grievance can be resolved to the mutual satisfaction of the members of the Alternative Resolution Team, the resolution will be reduced to writing, signed by the members of the Alternative Resolution Team, and presented to the President of the College and the President of the Association. If both parties accept the recommendation, it shall be final and binding on all parties. If no resolution has been reached within thirty (30) calendar days of their first meeting, the Alternative Resolution Team will mutually agree to an extension or the grievance will be considered denied. The disposition of the grievance shall be communicated by the Director of Human Resources or his/her designee to the grievant(s) in writing with a copy to the Association office within seven (7) calendar days of the decision.

4. Level Four

- a. If the grievance is not resolved at Level Three, or if the grievance is denied, the grievance may be submitted to arbitration by written notice given by the Association within forty-five (45) calendar days after receipt of the Level Three decision. An arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
 - b. The power of the arbitrator shall be limited to the interpretation or application of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
 - c. The fees and expenses of the arbitrator shall normally be shared equally by the College and the Association. If a hearing is cancelled, the canceling party shall pay the cancellation costs unless there is agreement to share the costs.
 - d. The parties shall be responsible for the payment of witnesses called to testify on their behalf.
5. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement; said agreement shall be in writing with copies submitted to both parties.

D. Grievance Hearings

Grievance hearings will be scheduled so as not to conflict with the bargaining unit member's regularly assigned classes. Any bargaining unit member officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

ARTICLE XXI. PROFESSIONAL COMPENSATION

A. Full-Time Bargaining Unit Members

1. Salary Schedule: Full-time bargaining unit members shall be compensated in accordance with the appropriate step of the appropriate column of the salary schedules in Appendix B. except as designated below:
 - a. For academic year 2005-2006, the Salary Schedule will be advanced 7%. Payment of the increase will be retroactive to January 3, 2006.

- b. For academic year 2006-2007, the Salary Schedule will be advanced 3.75%.
- c. For academic year 2007-2008, the Salary Schedule will be advanced 3.75%.
- d. For academic year 2008-2009, the Salary Schedule will be advanced 3.5%.
- e. For academic year 2009-2010, the Salary Schedule will be advanced 3.5%.

*If the contract expires and no successor agreement has been negotiated, faculty members who would normally move a step will not move until a successor agreement has been negotiated. If a successor agreement is not in place at the expiration of this agreement, any salary settlement reached in the new agreement will be retroactive to the expiration of this agreement.

2. Placement on Schedule: New full-time bargaining unit members placement on the salary schedule shall be in accordance with their full-time employment at the College (1 year = 1 step) plus one step for each full-time equated year of experience both outside of and within LCC (part-time) up to a maximum of four (4) years, (1 FTE year = 1 step) thus a faculty member with four (4) years experience would be placed on step 5.
3. Advancement on the Schedule: Full-time bargaining unit members will move on the Salary Schedule based on the following schedule:
 - a. 2005-2006 – Full-time bargaining unit members who have moved on the Salary Schedule during the 2005-2006 academic year will receive an increase equal to what they would have received based on their level and step on the 2004-2005 Salary Schedule (e.g. they will receive their total increase less what they have already received).
 - b. 2006-2007 – Full-time bargaining unit members will remain at the same step on the Salary Schedule.
 - c. 2007-2008 – Full-time bargaining unit members will remain at the same step on the Salary Schedule.
 - d. 2008-2009 – Full-time bargaining unit members will advance one step on the Salary Schedule.

- e. 2009-2010 – Full-time bargaining unit members will advance one step on the Salary Schedule.

4. Minimum and Maximum Increases

- a. 2005-2006 – Full-time bargaining unit members will receive a maximum of 9% and a minimum of 5%, depending on how far they are from the appropriate level and step on the 2005-2006 Salary Schedule.
- b. 2006-2007 – Full-time bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2006-2007 Salary Schedule.
- c. 2007-2008 – Full-time bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2007-2008 Salary Schedule.
- d. 2008-2009 – Full-time bargaining unit members will receive a maximum of 8% and a minimum of 1.5%, depending on how far they are from the appropriate level and step on the 2008-2009 Salary Schedule.
- e. 2009-2010 – Full-time bargaining unit members will receive a maximum of 10% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2009-2010 Salary Schedule.

B. Adjunct Bargaining Unit Members

1. Salary Schedule: Adjunct bargaining unit members shall be compensated in accordance with the appropriate step of the appropriate column of the Salary Schedule in Appendix C. except as designated below.
 - a. For academic year 2005-2006, the Salary Schedule was developed based on taking the full-time Schedule steps 1 and 3, divided by 32 credit full-time load, and divided by 16 weeks per semester, and multiplied by 50% to find an hourly workload rate.
 - b. For academic year 2006-2007, the Salary Schedule was developed based on taking the full-time schedule steps 1 and 3, divided by 32

credit full-time load, and divided by 16 weeks per semester, and multiplied by 55% to find an hourly workload rate.

- c. For academic year 2007-2008, the Salary Schedule was developed based on taking the full-time schedule steps 1 and 3, divided by 32 credit full-time load, and divided by 16 weeks per semester, and multiplied by 60% to find an hourly workload rate.
 - d. For academic year 2008-2009, the Salary Schedule was developed based on taking the full-time schedule steps 1 and 3, divided by 32 credit full-time load, and divided by 16 weeks per semester, and multiplied by 65% to find an hourly workload rate.
 - e. For academic year 2009-2010, the Salary Schedule was developed based on taking the full-time schedule steps 1 and 3, divided by 32 credit full-time load, and divided by 16 weeks per semester, and multiplied by 70% to find an hourly workload rate.
2. Placement on Schedule: Current adjunct bargaining unit members will be placed on the Schedule at step 1 if they are non-associate continuing contract, and step 2, if they are associate continuing contract subject to the limits in 4. below. New adjunct bargaining unit members will receive a salary based on the mean of the current adjunct faculty at the same educational level who have been teaching for less than three (3) semesters. This mean will be calculated at the beginning of each academic year to be used for all new hires during that year.
 3. Advancement on the Schedule: Adjunct bargaining unit members will move to step 2 on the Salary Schedule when they attain associate continuing contract status.
 4. Minimum and Maximum Increases
 - a. 2005-2006 – Adjunct bargaining unit members will receive a maximum of 10% and a minimum of 3%, depending on how far they are from the appropriate level and step on the 2005-2006 Salary Schedule.
 - b. 2006-2007 – Adjunct bargaining unit members will receive a maximum of 5% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2006-2007 Salary Schedule.
 - c. 2007-2008 – Adjunct bargaining unit members will receive a maximum of 5% and a minimum of 2%, depending on how far they

are from the appropriate level and step on the 2007-2008 Salary Schedule.

- d. 2008-2009 – Adjunct bargaining unit members will receive a maximum of 4.75% and a minimum of 1.5%, depending on how far they are from the appropriate level and step on the 2008-2009 Salary Schedule.
- e. 2009-2010 – Adjunct bargaining unit members will receive a maximum of 4.75% and a minimum of 1.5%, depending on how far they are from the appropriate level step on the 2009-2010 Salary Schedule.

C. Full-Time Instructional Laboratory Bargaining Unit Members

1. Salary Schedule: Instructional Laboratory bargaining unit members shall be compensated in accordance with the appropriate step and appropriate level for the position on the Salary Schedule in Appendix D. Full-time Instructional Lab Faculty Schedule, except as designated below:
 - a. For academic year 2005-2006, the Salary Schedule was developed based on taking 70% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - b. For academic year 2006-2007, the Salary was developed based on taking 70% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - c. For academic year 2007-2008, the Salary Schedule was developed based on taking 70% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - d. For academic year 2008-2009, the Salary Schedule was developed based on taking 75% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - e. For academic year 2009-2010, the Salary Schedule was developed based on taking 75% of the full-time Schedule divided by 173 days, and multiplied by 225.
2. Placement on Schedule: New Instructional Laboratory bargaining unit members' placement on the Salary Schedule shall be in accordance with their full-time employment at the College (1 year = 1 step) plus one step for each full-time equated year of experience both outside of and within LCC (part-time) up to a maximum of four (4) years, (1 FTE

year = 1 step) thus a faculty member with four (4) years experience would be placed on step 5.

3. Advancement on the Schedule: Instructional Laboratory bargaining unit members will move on the Salary Schedule based on the following schedule:

- a. 2005-2006 – Instructional Laboratory bargaining unit members who have moved on the Salary Schedule during the 2005-2006 academic year will receive an increase equal to what they would have received based on their level and step on the 2004-2005 Salary Schedule (e.g. they will receive their total increase less what they have already received).
- b. 2006-2007 – Instructional Laboratory bargaining unit members will remain at the same step on the Salary Schedule.
- c. 2007-2008 – Instructional Laboratory bargaining unit members will remain at the same step on the Salary Schedule.
- d. 2008-2009 – Instructional Laboratory bargaining unit members will advance one step on the Salary Schedule.
- e. 2009-2010 – Instructional Laboratory bargaining unit members will advance one step on the Salary Schedule.

4. Minimum and Maximum Increases

- a. 2005-2006 – Instructional Laboratory bargaining unit members will receive a maximum of 9% and a minimum of 5%, depending on how far they are from the appropriate level and step on the 2005-2006 Salary Schedule.
- b. 2006-2007 – Instructional Laboratory bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2006-2007 Salary Schedule.
- c. 2007-2008 – Instructional Laboratory bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2007-2008 Salary Schedule.
- d. 2008-2009 – Instructional Laboratory bargaining unit members will receive a maximum of 8% and a minimum of 1.5%, depending on

how far they are from the appropriate level and step on the 2008-2009 Salary Schedule.

- e. 2009-2010 – Instructional Laboratory bargaining unit members will receive a maximum of 10% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2009-2010 Salary Schedule.

D. Part-Time Instructional Laboratory Bargaining Unit Members

1. Salary Schedule: Part-time Instructional Laboratory bargaining unit members shall be compensated in accordance with the appropriate step and appropriate level for the position on the Salary Schedule in Appendix E. Part-time Instructional Lab Faculty Schedule, except as designated below.
 - a. For academic year 2005-2006, the Salary Schedule was developed based on taking 80% of the full-time ILF Schedule divided by 2080 hours.
 - b. For academic year 2006-2007, the Salary Schedule was developed based on taking 80% of the full-time ILF Schedule divided by 2080 hours.
 - c. For academic year 2007-2008, the Salary Schedule was developed based on taking 80% of the full-time ILF Schedule divided by 2080 hours.
 - d. For academic year 2008-2009, the Salary Schedule was developed based on taking 80% of the full-time ILF Schedule divided by 2080 hours.
 - e. For academic year 2009-2010, the Salary Schedule was developed based on taking 80% of the full-time ILF Schedule divided by 2080 hours.
2. Placement on Schedule: New part-time Instructional Laboratory bargaining unit members placement on the Salary Schedule shall be in accordance with their employment at the College (1 FTE year = 1 step) plus one step for each full-time equated year of experience both outside of and within LCC (part-time) up to a maximum of four (4) years, (1 FTE year = 1 step) thus a faculty member with four (4) years experience would be placed on step 5. Current part-time Instructional Laboratory bargaining unit members will be placed on the Salary Schedule based on current years of service (1 FTE year = 1 step), subject to the limits in 4. below.

3. Advancement on the Schedule: Part-time Instructional Laboratory bargaining unit members will move on the Salary Schedule based on the following schedule:

- a. 2005-2006 – Current part-time Instructional Laboratory faculty will be placed on the schedule pursuant to D.2. above.
- b. 2006-2007 – Part-time Instructional Laboratory bargaining unit members will remain at the same step on the Salary Schedule.
- c. 2007-2008 – Part-time Instructional Laboratory bargaining unit members will remain at the same step on the Salary Schedule.
- d. 2008-2009 – Part-time Instructional Laboratory bargaining unit members will advance one step on the Salary Schedule.
- e. 2009-2010 – Part-time Instructional Laboratory bargaining unit members will advance one step on the Salary Schedule.

4. Minimum and Maximum Increases

- a. 2005-2006 – Part-time Instructional Laboratory bargaining unit members will receive a maximum of 10% and a minimum of 3%, depending on how far they are from the appropriate level and step on the 2005-2006 Salary Schedule.
- b. 2006-2007 – Part-time Instructional Laboratory bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2006-2007 Salary Schedule.
- c. 2007-2008 – Part-time Instructional Laboratory bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2007-2008 Salary Schedule.
- d. 2008-2009 – Part-time Instructional Laboratory bargaining unit members will receive a maximum of 4.75% and a minimum of 1.5%, depending on how far they are from the appropriate level and step on the 2008-2009 Salary Schedule.
- e. 2009-2010 – Part-time Instructional Laboratory bargaining unit members will receive a maximum of 4.75% and a minimum of 1.5%, depending on how far they are from the appropriate level and step on the 2009-2010 Salary Schedule.

E. Full-Time Laboratory Technician Bargaining Unit Members

1. Salary Schedule: Full-time Laboratory Technician bargaining unit members shall be compensated in accordance with the appropriate step and appropriate level for the position on the salary schedule in Appendix F. Full-time Lab Technician Schedule, except as designated below.
 - a. For academic year 2005-2006, the Salary Schedule was developed based on taking 65% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - b. For academic year 2006-2007, the Salary Schedule was developed based on taking 65% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - c. For academic year 2007-2008, the Salary Schedule was developed based on taking 65% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - d. For academic year 2008-2009, the Salary Schedule was developed based on taking 70% of the full-time Schedule divided by 173 days, and multiplied by 225.
 - e. For academic year 2009-2010, the Salary Schedule was developed based on taking 70% of the full-time Schedule divided by 173 days, and multiplied by 225.
2. Placement on Schedule: New full-time Laboratory Technician bargaining unit members placement on the Salary Schedule shall be in accordance with their employment at the College (1 year = 1 step) plus one step for each full-time equated year of experience both outside of and within LCC (part-time) up to a maximum of four (4) years, (1 FTE year = 1 step) thus a faculty member with four (4) years experience would be placed on step 5.
3. Advancement on the Schedule: Full-time Laboratory Technician bargaining unit members will move on the Salary Schedule based on the following schedule:
 - a. 2005-2006 – Full-time Laboratory Technician bargaining unit members who have moved on the Salary Schedule during the 2005-2006 academic year will receive an increase equal to what they would have received based on their level and step on the

2004-2005 Salary Schedule (e.g. they will receive their total increase less what they have already received).

- b. 2006-2007 – Full-time Laboratory Technician bargaining unit members will remain at the same step on the Salary Schedule.
- c. 2007-2008 – Full-time Laboratory Technician bargaining unit members will remain at the same step on the Salary Schedule.
- d. 2008-2009 – Full-time Laboratory Technician bargaining unit members will advance one step on the Salary Schedule.
- e. 2009-2010 – Full-time Laboratory Technician bargaining unit members will advance one step on the Salary Schedule.

4. Minimum and Maximum Increases

- a. 2005-2006 – Full-time Laboratory Technician bargaining unit members will receive a maximum of 9% and a minimum of 5%, depending on how far they are from the appropriate level and step on the 2005-2006 Salary Schedule.
- b. 2006-2007 – Full-time Laboratory Technician bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2006-2007 Salary Schedule.
- c. 2007-2008 – Full-time Laboratory Technician bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2007-2008 Salary Schedule.
- d. 2008-2009 – Full-time Laboratory Technician bargaining unit members will receive a maximum of 8% and a minimum of 1.5%, depending on how far they are from the appropriate level and step on the 2008-2009 Salary Schedule.
- e. 2009-2010 – Full-time Laboratory Technician bargaining unit members will receive a maximum of 10% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2009-2010 Salary Schedule.

F. Part-time Laboratory Technician Bargaining Unit Members

- 1. Salary Schedule: Part-time Laboratory Technician bargaining unit members shall be compensated in accordance with the appropriate

step and appropriate level for the position on the salary schedule in Appendix G. Part-time Lab Technician Schedule, except as designated below.

- a. For academic year 2005-2006, the Salary Schedule was developed based on taking 80% of the full-time Laboratory Technician Schedule divided by 2080 hours.
 - b. For academic year 2006-2007, the Salary Schedule was developed based on taking 80% of the full-time Laboratory Technician Schedule divided by 2080 hours.
 - c. For academic year 2007-2008, the Salary Schedule was developed based on taking 80% of the full-time Laboratory Technician Schedule divided by 2080 hours.
 - d. For academic year 2008-2009, the Salary Schedule was developed based on taking 80% of the full-time Laboratory Technician Schedule divided by 2080 hours.
 - e. For academic year 2009-2010, the Salary Schedule was developed based on taking 80% of the full-time Laboratory Technician Schedule divided by 2080 hours.
2. Placement on Schedule: New part-time Laboratory Technician bargaining unit members placement on the Salary Schedule shall be in accordance with their employment at the College (1 FTE year = 1 step) plus one step for each full-time equated year of experience both outside of and within LCC (part-time) up to a maximum of four (4) years, (1 FTE year = 1 step) thus a faculty member with four (4) years experience would be placed on step 5. Current part-time Instructional Laboratory bargaining unit members will be placed based on current years of service (1 FTE year = 1 step), subject to the limits in 4. below.
 3. Advancement on the Schedule: Part-time Laboratory Technician bargaining unit members will move on the Salary Schedule based on the following schedule:
 - a. 2005-2006 – Current part-time Laboratory Technician bargaining unit members will be placed on the schedule pursuant to F.2. above.
 - b. 2006-2007 – Part-time Laboratory Technician bargaining unit members will remain at the same step on the Salary Schedule.

- c. 2007-2008 – Part-time Laboratory Technician bargaining unit members will remain at the same step on the Salary Schedule.
- d. 2008-2009 – Part-time Laboratory Technician bargaining unit members will advance one step on the Salary Schedule.
- e. 2009-2010 – Part-time Laboratory Technician bargaining unit members will advance one step on the Salary Schedule.

4. Minimum and Maximum Increases

- a. 2005-2006 – Part-time Laboratory Technician bargaining unit members will receive a maximum of 10% and a minimum of 3%, depending on how far they are from the appropriate level and step on the 2005-2006 Salary Schedule.
- b. 2006-2007 – Part-time Laboratory Technician bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2006-2007 Salary Schedule.
- c. 2007-2008 – Part-time Laboratory Technician bargaining unit members will receive a maximum of 6% and a minimum of 2%, depending on how far they are from the appropriate level and step on the 2007-2008 Salary Schedule.
- d. 2008-2009 – Part-time Laboratory Technician bargaining unit members will receive a maximum of 4.75% and a minimum of 1.5%, depending on how far they are from the appropriate level and step on the 2008-2009 Salary Schedule.
- e. 2009-2010 – Part-time Laboratory Technician bargaining unit members will receive a maximum of 4.75% and a minimum of 1.5% depending on how far they are from the appropriate level and step on the 2009-2010 Salary Schedule.

G. Degree Recognition

Full-time and Adjunct bargaining unit members who, after the effective date of this agreement, obtain a related academic degree or thirty (30) credits beyond a Bachelor's or Master's degree will move to the new level and current step on the appropriate salary schedule.

The effective date of the salary adjustment will be the date that an official transcript indicating the new degree or credits is received by the Human Resources Department.

ARTICLE XXII. EMPLOYEE BENEFITS

A. Medical Insurance

1. The Health Care Task Force, including two (2) Association representatives will continue to monitor the health care program on at least a quarterly basis.
2. All payroll deductions for cost share may be deducted on a pre-tax basis at the employee's request in accordance with the Section 125 Summary Plan Description.
3. Full Time Employees

- a. Current MESSA medical coverage will continue until June 30, 2010. However, after June 30, 2008, if any annual premium increase exceeds 12%, either party may request a reopener to discuss alternatives.
- b. The following cost share formula will remain in effect unless a change is negotiated:

The College will pay 100% of the first 8% of any health care premium increases. If the increase exceeds 8% and does not exceed 12%, the College will pay the first 8%, the College and the members will equally share the increase above 8%. If the increase exceeds 12%, but does not exceed 20%, the College will pay the first 8%, the College and the member will equally share the next 4%, and the College will pay 75% of the remainder with the members paying 25%.

- c. For full time employees the College will pay the necessary premiums (less employee contributions) to provide up to full family medical insurance for the duration of this Agreement.
- d. Full time employees will have the option of selecting MESSA Tri-Med or MESSA Supercare I during the open enrollment period. Employees will contribute the portion of the premium for the specific coverage and specific plan selected.
- e. New full time employees will, within an initial 30 day period, elect one of the options described above. Whichever option the member chooses shall remain in effect for the duration of the plan year

unless the College otherwise agrees to permit the member to change coverage at other times.

- f. Full-time employees who opt out of the College medical insurance will receive a monthly opt out in the amount of \$200 paid through a Section 125 plan.
- g. All full-time employees will be entitled to utilize a Flex Card to pay for any qualified medical expenses. Flex card funds will be deducted from the employee's payroll check on a pre-tax basis in accordance with the Section 125 Summary Plan Description.

4. Part-time associate continuing contract bargaining unit members

- a. Non-probationary part-time bargaining unit employees are eligible to purchase MESSA Limited health care coverage.
- b. Part-time bargaining unit employees who are currently purchasing health care plan coverage will have a one-time opportunity to choose whether they will continue in their current plan or purchase MESSA Limited. (If the PHP Plan or Blues Plan is discontinued, employees will have an opportunity to enroll in one of the MESSA plans offered at the College.)
- c. During open enrollment each year, those part-time employees who are purchasing health care coverage will have an opportunity to move to only MESSA Limited. New non-probationary part-time bargaining unit employees are eligible to purchase the MESSA Limited plan offered by the College.
- d. The College will provide \$150,000 for 2006-2007, \$160,000 for 2007-2008, and \$170,000 each year for the remaining years of the contract for part-time coverage.
- e. The part-time health care pool will be divided as follows (see the example in Appendix R, Part-time Health Care Pool):
 - 1.) 90% will be divided between the employees who sign up for the medical insurance during the annual open enrollment period using the following method:
 - a) The amount of the subsidy will be based on the previous year's employment (fiscal year for support and administrators, academic year for faculty), except in the case of employees who have a shorter probationary

period, in which case the amount of appointment will be based on the current assignment.

- b) Continuation of coverage during the summer semester, if not actively employed during that semester, may be continued by the employee making direct payment of his/her contribution through direct payments to the Human Resources Department.
- c) For employees who work 50% or more, the College will not pay more than an amount equal to 75% of the premium for MESSA Limited for any of these employees.
- d) For employees who work more than 33% and less than 50%, the amount of the subsidy will be based on the same formula.
- e) The College will not pay more than an amount equal to 50% of the premium for MESSA Limited for any of these employees.
- f) The following formula will be used to allocate these funds:

Each participating part-time employee will share in the annual pot of money to support the cost of their health care. The percentage of coverage supplied by the College will vary according to the available funds and the number of participating employees. For those employees who are determined to be in the group that works 50% or more (see bullet c. above), the percentage will be determined by dividing the available funds by the total cost for health care for all participating part-time employees. That percentage will be applied to the applicable health care premium to determine the amount of the premium to be contributed by the College for that employee. For those employees who are determined to be in the group that works more than 33% and less than 50% (see d. above), the applicable percentage of coverage will be divided in half.

- 2.) 10% of the annual pool will be set aside to cover changes in status during the course of the year, such as marriages, divorces, new employees, etc. The amount of the subsidy

will be the same as employees in the above groups, until/unless the pool is exhausted.

- 3.) Any funds remaining unused at the end of the plan year will be added to the next year's pool. The plan year will be July 1 – June 30. If the plan cannot be implemented by July 1, 2006, then the plan year for only the first year would be November 1, 2006 – June 30, 2007. In this instance, funding for the first year would be reduced by \$13,330 in order to continue coverage of those employees currently covered in the VEBA.
- 4.) The Health Care Task Force shall be notified of the amount of any remainder at least thirty (30) days prior to open enrollment.
- 5.) The Health Care Task Force will evaluate the usage of the 10% reserve prior to the end of the first year, by April 1, 2007, to consider reducing the amount of the reserve for future years.
- 6.) The unions with part-time employees (LCCAA, PTCTU, and MAHE) will select one delegate each for a team to meet with Human Resources to calculate the formula percentage for distribution to the part-timers. This meeting will take place at the end of open enrollment. Once this calculation is made, enrollees will be notified of their required contribution. Ten days later the committee will meet to determine the final contribution based on those employees who decide to participate.

B. Dental Insurance

The Health Care Task Force (HCTF), including two (2) Association representatives, will begin negotiating dental coverage during the 2006-2007 fiscal year for implementation during the 2007-2008 fiscal year. If no agreement is reached, current dental coverage will continue until June 30, 2010.

1. For full time employees the College will pay the necessary premiums to provide dental insurance with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,200 per person per year. The Board of Trustees reserves the right to name the dental insurance carrier. The Association will have the opportunity to review the dental plans being

considered by the College and may submit an opinion to the Board of Trustees or their designee.

2. Dental coverage was increased to \$1200 annual maximum effective July 1, 2006. If no further agreement is reached, the annual dental maximum of \$1200 will remain in effect for the duration of the agreement.
3. Part-time bargaining unit members who have completed the equivalent of nine (9) semesters of employment may participate in the College's dental plan (single coverage) by paying the regular monthly premiums. These payments will be handled through the payroll deduction process.

C. Vision Care Program

The Health Care Task Force, including two (2) Association representatives, will begin negotiating vision coverage during the 2006-2007 fiscal year for implementation during the 2007-2008 fiscal year. If no agreement is reached, current vision coverage will continue until June 30, 2010.

1. The College will provide full-time bargaining unit employees with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1990, No. 809-0014, to be bid out competitively. The schedule of benefits is available in the Human Resources Office.
2. Vision coverage for full-time employees will remain unchanged until the Health Care Task Force negotiates new coverage and rates.
3. Part-time bargaining unit members who have completed the equivalent of nine (9) semesters of employment may participate in the College's vision plan (single only) by paying the regular monthly premiums. These payments will be handled through the payroll deduction process.

D. Life Insurance

\$50,000 coverage for each full-time bargaining unit member for life insurance.

\$50,000 coverage for each full-time bargaining unit member for accidental death and dismemberment.

E. Physical Examinations

When a pre-employment physical examination is required for the position, it shall be paid for by the Board. Selection of the person to conduct the examination shall be made by the College. If the member desires to select his/her own physician, it shall be at his/her own expense.

F. Long Term Disability Insurance (LTD)

1. The College shall maintain a long term disability (LTD) policy for all eligible full-time bargaining unit members which provides 66 2/3% of the monthly salary (annual salary divided by 12 months) up to a \$5,000 monthly maximum. The insurance shall be effective following 90 consecutive calendar days for the period of time specified in the policy. These benefits will be reduced by payments from federal social security, Michigan Public School Employees Retirement Fund, the Optional Retirement Plan and from worker's compensation benefits for the period specified in the policy. Full-time bargaining unit members become eligible for LTD coverage effective the first day of the month following the date of hire.
2. During the Employee Leaves Pilot Program, the College will pay the bargaining unit member for the ninety (90) days required to become eligible for Long Term Disability. If the parties revert to Appendix p, Employee Leaves Fallback, the bargaining unit members may draw days from their personal accumulation of sick leave days and/or sick leave bank until they become eligible for long term disability insurance [maximum of ninety (90) consecutive calendar days].
3. LTD benefits will be limited to twenty-four (24) months for those bargaining unit members who are disabled due to a nervous or mental condition, or for substance abuse.
4. For employment purposes, if the bargaining unit member's disability continues for a period of two (2) or more years, the bargaining unit member will be terminated from employment after the twenty-fourth (24th) month.
5. The College shall pay its portion of the monthly health insurance premium for twelve months, which will be concurrent with any available Family Medical Leave Act benefits, from the date of the bargaining unit member becoming eligible for LTD. This payment will not be made for bargaining unit members who are not enrolled in a health insurance program through the College on the date of disability. Bargaining unit members shall continue to be responsible for their monthly premium contribution.
6. The Association will have input into the selection of the Long Term Disability carrier.
7. The LTD benefit is governed by the provisions of the written policy, a copy of which is available in the Human Resources Office.

G. Liability Insurance

The College shall name all active full-time and part-time bargaining unit members while acting within the scope of their college duties, as additional insureds within the college's general liability insurance policies. The limits of liability shall be in the following amounts:

Basic Policy:
Per Person -- \$100,000
Per Occurrence -- \$300,000
Umbrella Policy -- \$5,000,000

H. Tax Deferred Annuities

All bargaining unit members are eligible to participate in the College tax deferred annuity plan.

I. College Travel

The rate of reimbursement for travel authorized by an approved travel request will be as follows:

1. by car, the effective rate established by the Internal Revenue Service, not to exceed coach air rates over the most direct route, or
2. by commercial carrier, the actual cost.

J. Mileage

Faculty members who are required to travel away from their primary work site shall be paid mileage for the trip in accordance with the IRS rules at the most current IRS rate.

K. Scholarships to Lansing Community College

1. Full-time Bargaining Unit Members

Full-time bargaining unit members will be granted tuition scholarships for courses they desire, so long as there is no conflict with their own assignment. Current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, of full-time bargaining unit members at Lansing Community College (including biological children and legally adopted children who are dependents of one of the parents) will be granted tuition scholarships for courses for which they meet entrance requirements.

2. Associate Continuing Contract Part-time Bargaining Unit Members and Non Associate Continuing Contract Part-time Bargaining Unit Members

Non-associate Continuing Contract part-time bargaining unit members will be entitled to a maximum of twelve (12) credit hours per semester of tuition free courses at Lansing Community College during the semesters in which they are working so long as there is no conflict with their own assignments.

Associate Continuing Contract part-time bargaining unit members and their current spouse and dependent children will be entitled to a maximum of sixteen (16) credit hours per semester of tuition free courses at Lansing Community College during any of the fall, spring and summer semesters providing they have reasonable assurance that they will be scheduled to teach at least one semester during the academic year. Current spouse and dependent children, as defined by the IRS regulations, of a bargaining unit member (including biological children and legally adopted children who are dependents of one of the parents) will be granted tuition scholarships for courses for which they meet the entrance requirements. If a part-time faculty member does not teach for any semester during a particular academic calendar year following the achievement of the equivalent of nine (9) semesters of employment, the faculty member will not be eligible for this benefit during that academic year. The benefit will be reinstated when the faculty member is reemployed as a part-time faculty member.

L. Professional Publications and/or Organizations

Each full-time bargaining unit member and part-time bargaining unit member with an Associate Continuing Contract may be reimbursed up to \$50 per year for subscriptions to professional or technical publications related to the bargaining unit member's area of preparation or for membership in professional organizations.

M. Holidays

1. Bargaining Unit Members - except Instructional Laboratory Faculty and Laboratory Technicians

If any of the following holidays falls on a day that the bargaining unit member is scheduled to work, it shall be a paid holiday and count as part of the week in which it occurs:

Martin Luther King, Jr. Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving Day

2. Full-time Laboratory Technicians and Instructional Laboratory Faculty have the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday, two (2) additional days off with pay will be granted for the day before Christmas Day and the day before New Year's Day.

3. Part-time Laboratory Technicians and Instructional Laboratory Faculty

If Martin Luther King, Jr. Day, Independence Day or Labor Day falls on a day which would have otherwise been an assigned work day (Monday through Friday) during the semester in which a part-time bargaining unit member is employed, the part-time bargaining unit member shall be compensated at the same rate as though he/she had worked on the scheduled holiday.

N. Employee Assistance Program

The College shall provide bargaining unit members confidential access to an Employee Assistance Program (EAP). Unless otherwise agreed to by the Association, the bargaining unit member and the College, communication between the EAP and the College regarding an individual bargaining unit member shall be limited to verification of employment.

O. Parking

The College will strive to provide parking at no cost for surface lots. An annual parking fee shall be in effect for the College parking facility.

1. Surface lots include all College owned or leased employee lots.
2. College Parking Facility (GVT Ramp): Employees wishing to park in the College Parking Facility may purchase an annual ramp pass or pay for parking on a daily basis. The annual ramp pass will not exceed \$500.00 during the life of this contract. In the event that the College increases its

- parking fees prior to the termination of this Agreement, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur. Annual ramp pass charges will be pro-rated on a monthly basis.
3. The College may require parking cards, decals or other methods of control for each bargaining unit member's car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
 4. Parking privileges in the "no cost" surface lots are intended for employees and may not be used to provide free parking for family members or others.
 5. The primary use of parking privileges is for employees while conducting College business. Misuse of parking cards or permits shall result in the loss of all parking privileges. This includes, but is not limited to, parking more than one vehicle on college owned or leased parking lots or facilities at any one time or allowing another person to use a parking card or permit.
 6. Bargaining unit members whose primary work assignment location is the main campus may opt out of accepting College parking. Full-time faculty who opt out will receive a \$500/year stipend. Part-time faculty who have achieved Associate Continuing Contract status and are scheduled to teach/work Monday through Friday between 8:00 a.m. and 5:00 p.m. who opt out will receive a pro-rated amount based on the average hours worked during the previous academic year. Employees who opt out are not eligible to purchase an annual ramp pass.
 7. Bargaining unit members who accept a parking space leased from the City of Lansing, opt out of parking, or participate in the Downtown Residence program may park in any of the College lots for which payment is required, and shall have access to unpaid parking spaces as listed above on weekends, and from 5:00 p.m. to midnight Monday through Friday.

ARTICLE XXIII. EMPLOYEE LEAVES

The Parties to the Collective Bargaining Agreement have negotiated a Pilot Program on Employee Leaves. This Pilot Program was developed in order to provide a more professional atmosphere for the faculty members at Lansing Community College. In order for the Pilot Program to be successful, both parties must perform their responsibilities in a professional and responsible way and

trust must be developed and nurtured between the Lansing Community College faculty and Administration. The Pilot Program, contained in this Article, will be in effect for the first two (2) years following ratification of the Contract. During the Pilot Program, the language in Appendix P. Employee Leaves Fallback will be used to document time used. Additionally, a team comprised of an equal number of representatives from the Association and the Administration will meet on a regular basis, as they deem necessary, in order to review the system and make adjustments as needed and agreed upon. At the end of the Pilot Program, the parties will meet to discuss whether the Pilot Program has been successful in full or in part and will agree to either continue the program that was piloted or revert to the language in Appendix P. Employee Leaves Fallback.

The provisions of this Article apply to all full-time bargaining unit members and all associate continuing contract bargaining unit members, except as defined in A.1. below.

A. Leaves

1. Short Term Absences

It is generally agreed that a student's education is most enhanced by consistent and continuing contact with a qualified bargaining unit member. It is recognized, however, that bargaining unit members are occasionally faced with an unavoidable necessity to be absent on a short-term basis. It is also recognized that on these occasions when the bargaining unit member is unable to meet his/her assigned duties due to illness, emergency or for other personal reasons he/she will provide as much advance notice as possible to the Department Chair, immediate supervisor or his/her designee. The bargaining unit member (including non-associate continuing contract bargaining unit members) will make every effort to cover the class/assignment in question, by finding a substitute or exchanging the class/assignment with a qualified colleague subject to the approval of the Department Chair, immediate supervisor, or his/her designee. If the faculty member is unable to find coverage for the class/assignment the Department Chair or immediate supervisor will find a substitute or cancel the class/assignment. If a substitute is not found and the class/assignment is cancelled, a non-associate continuing contract bargaining unit member will not be paid for the missed class/assignment.

A physician's statement may be required for the return to work after an absence of four (4) or more consecutive days.

It will not be considered an absence when a faculty member is on College business requested and approved by the College.

All absences will be documented following disseminated, written department procedures.

2. Long-term Absences

All requests for extended leave must indicate the anticipated time for return to duty and are subject to approval by the Human Resources Department.

Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified. At the designated time for return the returning faculty member will be given priority for placement in his/her previous position over the individual(s) hired for his/her replacement in that position.

A statement from a physician in cases of extended illness or childbearing may be requested by the administration.

3. Conditions for Absences

Faculty members are considered professional employees and therefore will be provided with leave time as needed. For the first two (2) years of the contract following ratification, the Pilot Program on leaves will be in place and leave time will be provided to faculty members as needed. The Pilot Program will be evaluated pursuant to the opening paragraph of this article.

For purposes of evaluating the Pilot Program, and in case the Pilot Program is discontinued, all faculty members will maintain any currently accumulated leave in a personal bank. Additionally, in the first year and all future years, each full-time faculty member will be credited with twelve (12) days per year, credited on September 1 of each year. Associate continuing contract faculty members will be credited with hours based on the chart in Appendix P. Employee Leaves Fallback. For purposes of evaluation, any absences will be debited from the individual faculty member's bank pursuant to Appendix P. Employee Leaves Fallback.

Full-time and eligible part-time faculty members shall be entitled to leave in accordance with the Family Medical Leave act Regulations pursuant to Appendix J., Family Medical Leave Act Regulations.

4. Care of Family Members

A faculty member is allotted a total of ten (10) work days per year for the care of a member of his/her immediate family.

5. Sabbatical Leave/Professional Development Leave (Full-time Faculty Members)

The purpose of a sabbatical leave/professional development leave is to enhance the bargaining unit member's professional competence. All such leaves shall not only be of value to the bargaining unit member but also clearly benefit the College. Sabbatical leaves/professional development leaves may be granted for advanced study, research, writing or cognate pursuits. Any faculty member on sabbatical leave/professional development leave is encouraged but shall not be required to attend any college functions during the duration of his/her sabbatical leave/professional development leave. Duration shall be defined as the first preparation day of the semester to the final official College grade due date. Exceptions may be made at the faculty member's request.

- a. Requests for sabbatical leave/professional development leave shall be filed with the Human Resources Department using the "Sabbatical Leave/Professional Development Leave Request Form" by February 1 prior to the commencement of the leave in the following academic year. The department Chair or immediate supervisor and the Divisional Dean must review all requests prior to being forwarded by the Human Resources Department to the college-wide sabbatical/professional development leave committee.
- b. Each faculty member requesting a sabbatical/professional development leave shall include the following information with their request:
 - 1) A statement of the purpose of the leave including the activities to be undertaken with timelines for completion in order to achieve the purpose.
 - 2) A method of evaluating the accomplishments.
 - 3) A statement of the value of the leave to the applicant.
 - 4) A statement of the value of the leave to the College.
- c. All requests for sabbatical leave/professional development leave shall be reviewed by the college-wide sabbatical/professional development leave committee. The college-wide sabbatical/professional development leave committee shall include five (5) faculty members and two (2) administrators serving as regular committee members with two (2) alternates (one faculty member, one administrator) who will serve as active members when needed for a quorum.

In the event a member of this committee requests a sabbatical/professional development leave, that person shall withdraw his/her membership from the committee prior to the submission of the request and for the duration of the leave, if approved.

- d. The college-wide sabbatical/professional development leave committee shall review each sabbatical/professional development leave request. It may request additional or supplemental information from the applicant in order to evaluate the merit of the request. If the committee feels that a conference with an applicant would be helpful, it shall have the prerogative to schedule such an interview. The committee shall either recommend or not recommend each request to the President. If it chooses to recommend a request, it shall provide a written statement, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If the committee rejects a request, reasons for the rejection shall be stated in writing and forwarded to the faculty member.

If a faculty member's request is by-passed by the College because it is determined that his/her absence cannot be accommodated by the department because of staffing needs, the sabbatical/professional development leave will be automatically granted in the next academic year. If a sabbatical/professional development leave is delayed due to staffing needs, the faculty member will be eligible for the next sabbatical/professional development leave as if the sabbatical/professional development leave had been taken in the year first requested.

- e. Sabbatical leaves/professional development leaves shall be limited to purposes that clearly promise reciprocal advantage to the College and to the applicant. The decision of the committee shall be based on, but not limited to, the following criteria:
 - 1) The merit of the application.
 - 2) The extent to which the request states specific deadlines and educationally constructive objectives.
 - 3) The extent to which a leave could have positive impact on the quality of instruction or service at the College through the faculty member's increased competence and/or improved instructional techniques.
 - 4) Reasonable and equitable distribution of leaves across the College in accordance with the established quotas referenced in paragraph g. below.

5) Contributions of the applicant to the College.

6) Length of service of the applicant.

- f. The college-wide sabbatical/professional development leave selection committee shall forward requests which they have endorsed to the President. Requests receiving the President's endorsement shall be forwarded to the Board of Trustees for action.
- g. The number of sabbatical/professional development leaves shall be a maximum of thirteen (13) per year.
- h. Faculty members shall be eligible for sabbatical/professional development leave after each six (6) years of continuous service at the College.
- i. The sabbatical/professional development leave shall be no longer than a period of two (2) consecutive semesters.
- j. The salary for the sabbatical leave/professional development leave will be:

Full Pay - One semester - Fall or Spring

1/2 Pay - Fall and Spring Semesters

Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught at the College during such period.

- k. Sabbatical/professional development leaves may not be used to take employment elsewhere. This does not preclude the acceptance by a faculty member of a grant or fellowship during the sabbatical/professional development leave.
- l. A faculty member granted a sabbatical/professional development leave should be responsible for accomplishing the stated objectives of the leave. Each faculty member approved for a sabbatical/professional development leave shall meet with a member of the sabbatical/professional development committee at least one month prior to the commencement of the leave and prepare a report signed by both the faculty member and the committee member restating the objectives of the leave and requirements and timelines for any interim reports and the final report. Under most circumstances the final report shall be due thirty (30) days after the end of the leave.

- m. If, during the term of the leave, circumstances beyond the control of the faculty member and the College cause the faculty member to be unable to accomplish the stated objectives of the leave, the faculty member shall meet with the sabbatical leave/professional development leave committee to agree upon alternate objectives. Upon expiration of the leave, the faculty member shall provide a written report to the sabbatical leave/professional development leave committee, along with such other documentation as the committee may desire, so that the committee may evaluate the success of the leave and provide a written report to the President.
- n. A faculty member who receives a sabbatical leave/professional development leave shall return to the College for a period of one (1) year or refund, on a prorated basis, the full salary and cost of employee benefits received during the leave period.
- o. As a condition of receiving the leave, the faculty member will execute a promissory note reflecting this refund obligation. If the faculty member fails to return to the College and fails to refund the salary and benefits, the Association and the College will meet with the faculty member to encourage voluntary compliance. If the faculty member still refuses to comply, the College may enforce the refund obligation through any lawful means.

If the faculty member is laid off, or terminated other than for cause, prior to their being able to fulfill the one year return requirement, the promissory note will be void.
- p. The College will pay retirement credit for sabbatical/professional development leaves after the faculty member returns to work for one year following the leave. The faculty member must make application for credit and submit the billing received from the Michigan Public School Employees Retirement System (MPERS). Full-time faculty members participating in a sabbatical/professional development leave will not be disadvantaged in the MPERS plan as a result of such participation, subject to State law and regulations.

6. Military Leave

A request for military leave should be made within one (1) week of receipt of orders to report for active duty, whether by induction, enlistment, or call-up of Reservists or National Guard Personnel. The leave shall be for the period of required active duty. Placement of returning faculty members from active military leave will be handled in accordance with current Federal regulations governing military leaves. Incremental credits will be allowed.

The College will pay the difference between the bargaining unit member's military pay and base pay, if the military pay is less, for up to 14 calendar days per year when the bargaining unit member is ordered to active duty.

- a. The faculty member must notify his/her Department Chair or immediate supervisor of the call to military duty as soon as the information is known and he/she must provide proof of the call to military duty and proof of military pay.
- b. For each day of absence, the bargaining unit member will receive the difference in pay between:
 - 1) regular military pay less any amounts specifically received for meals, housing or travel, and
 - 2) pay the bargaining unit member would have received had he/she been at work on that day.

7. Unpaid Leaves of Absence (Full-time Bargaining Unit Members)

A faculty member on unpaid leave shall retain all credits toward sabbatical/professional development leave and personal leaves, but shall not accrue additional credits while on leave, except as otherwise provided. He/she may continue to participate in other benefits for the period of the leave by paying the cost of these benefits. Incremental credits will be allowed for up to one (1) year unless otherwise specified.

a. Extended Illness

The faculty member or his/her immediate family may request a leave for extended illness where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one (1) year after the faculty member has been absent for ninety (90) calendar days of paid leave. A written request for an extension of the one (1) year may be submitted to the Human Resources Department at least six (6) weeks prior to the expiration of the original leave.

b. Child Bearing

A faculty member will be paid for all leave time determined by their doctor to be medically necessary. Following the paid leave, an unpaid leave for child bearing purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made as soon as is practicable. The faculty member will request return to duty in writing to the Human Resources Department.

A written request may be submitted for a one (1) year extension. The request shall be submitted to the Human Resources Department at least six (6) weeks prior to the expiration of the original leave.

c. Adoption of a Child

An unpaid leave for adoption purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made as soon as is practicable. The faculty member will request return to duty in writing to the Human Resources Department.

A written request may be submitted for a one (1) year extension. The request shall be submitted to the Human Resources Department at least six (6) weeks prior to the expiration of the original leave.

d. Extended Illness of a Member of the Faculty Member's Family

The faculty member may request a leave for extended illness of a member of the faculty member's family where an extended physical or mental illness is diagnosed. Once the faculty member has utilized the ten (10) paid working days pursuant to Article XXIII. A. 4. , he/she may utilize the leave period provided by the Family Medical Leave Act, Appendix J.

e. Peace Corps

An unpaid leave may be granted for one (1) tour of duty served as a member of the Peace Corps. One (1) year of incremental credit will be allowed.

f. Overseas Teaching

An unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. No incremental credit will be allowed.

g. Professional Leave of Absence

1) A leave of absence of up to one (1) year may be granted to a faculty member upon application for the purpose of advanced study in his/her own discipline or subjects pertaining to the theory of learning, or for work experience in his/her field, or in other areas, if agreeable to the member and the administration. Human Resources may extend such leave beyond the one (1) year limit if it so desires. Incremental credit will be allowed. A request shall be made ninety (90) days prior to commencing the leave.

- 2) A leave of absence of up to one (1) year may be granted to a faculty member upon application for the purpose of serving as an officer of any professional association or on its staff, including the Michigan Association for Higher Education-National Education Association. Human Resources may extend such leave beyond the one (1) year if it so desires. No incremental credit will be allowed. Such request shall be made ninety (90) days prior to commencing the leave.

h. Political

An unpaid leave shall be granted for the period of campaigning for political office and/or for actual service in a full-time political office provided, however, that there shall be no disruption of classes and that the leave shall commence prior to the beginning of a regular semester. Forty-five (45) days advance notice must be given prior to the expected date the requested leave will commence. No incremental credit will be allowed.

ARTICLE XXIV. RETIREMENT AND TERMINATION

Retirement of bargaining unit members will be handled in accordance with the regulations established by MPSERS and in conformance with the appropriate State and Federal laws.

Newly hired full-time bargaining unit members shall have the option of participating with the Michigan Public School Employees Retirement System (MPSERS) or the Optional Retirement Plan (ORP). The election to participate in the ORP must be made within ninety (90) days from the date of hire and shall be an irrevocable choice. (See Appendix K. Optional Retirement Plan)

The College will provide its hospitalization, dental insurance, life insurance and long term disability coverage up to the beginning of the following academic year for bargaining unit members who have completed their work assignments for the fall and spring semesters, unless a terminating bargaining unit member is provided coverage through his/her new employer.

ARTICLE XXV. LAYOFF AND RECALL

A. General Layoff Provisions

Lansing Community College and the Association agree that it is in the best interest of the College, the students, faculty, and staff to avoid layoff whenever possible by seeking alternatives to layoff.

The Association recognizes the exclusive right of the Board of Trustees to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made subject to the provisions contained within this Agreement.

The following procedures shall be followed should the College decide to reduce the number of Faculty Members within a department or program owing to its elimination, programmatic changes, or owing to an enrollment decline or a reasonably anticipated enrollment decline.

B. Layoff Procedures

1. Prior to a final decision by the College to eliminate or make programmatic changes to a department or program, the College shall seek the recommendations of the Association regarding the need for, and plan for, effecting elimination or programmatic changes. If such recommendations are not made to the College within thirty (30) days of the date they are requested, the College shall be deemed to have met its responsibility pursuant to this paragraph.
2. Prior to a faculty member being notified of layoff, the College will utilize the following process to determine the appropriate layoff sequence.
 - a. Utilizing the Retention Priorities below, determine whether the faculty members who would not be scheduled for layoff can perform the full range of instruction needed. If the remaining faculty members can perform the full range of instruction, the retention priorities will be utilized. If the remaining faculty members cannot perform the full range of instruction, the same analysis will be done for each faculty member in ascending order of seniority, until the remaining members can perform the full range of instruction.
 - b. The following criteria will be utilized to determine Faculty Members' qualifications when determining whether they are able to perform the range of instruction needed:
 - 1) the faculty member must hold the necessary license and/or certification required for the course(s) assigned, and
 - 2) the faculty member must hold a degree in the field or hold 30+ graduate credits in the field and can demonstrate current proficiency, or
 - 3) the faculty member must have taught the course or courses at least twice in the last five (5) years they have been offered, or

- 4) the faculty member must have been actively engaged in significant study or research in the area within the last four (4) years immediately preceding notice of layoff.

3. Retention Priorities

- a. Full-time faculty members shall have priority for retention over temporary and part-time faculty.
- b. Continuing contract faculty members shall have priority for retention over non-continuing contract faculty members in the same department or program.

Retention at each level shall be based on the following order:

- 1) Length of service
- 2) Highest relevant academic degree

4. Notice of Layoff

Continuing contract faculty members who are subject to layoff shall receive at least two (2) semester's notice prior to the effective date of the layoff or pay in lieu thereof.

For purposes of this provision, the summer term shall constitute one (1) semester. Notice shall be considered timely so long as it is mailed prior to the first (1st) day of the semester of the one (1) or two (2) semester periods referenced above. The first day of the semester shall be the day designated as the beginning of the semester in the contractual College calendar. Notice shall be deemed to be received as of the date mailed via certified U.S. Mail.

C. Alternatives to Layoff

1. During a period of impending layoff, the Board agrees to attempt to accomplish staff reduction by other means such as natural attrition, resignation, retirement, reassignment, distribution of teaching load (including summer teaching), partial replacement of duties, transfer to a non-bargaining unit position, retraining, reduced service appointment, etc., and will consider requests for voluntary leaves of absence without pay.
2. Within fifteen (15) days of receipt of notice of layoff, a faculty member who desires to meet with the College to discuss alternatives to layoff shall submit a written request for a meeting to the Director of Human Resources. Upon receipt of the faculty member's request, the Director of Human Resources shall meet with the faculty member, the Department Chair, College Dean, and a

representative from the Association. At the meeting the parties will discuss the below referenced alternatives to layoff and, as appropriate, offer suggestions of other options for further investigation by the faculty member.

3. Following the meeting the faculty member shall investigate the potential alternatives and, within forty-five (45) days following said meeting, submit his/her request for any potential alternate opportunities he/she would like to pursue to the Director of Human Resources. (Faculty members may contact the Human Resources Department for information as to how to apply for position placements.) In the case of transfers to other departments or colleges, such request shall include a complete description of the specific professional training, experience and other qualifications possessed by the faculty member for any positions sought.
4. The Director of Human Resources shall then process the faculty member's requests through appropriate administrative channels for decision. If a faculty member is provided an alternative to layoff, his/her official notice of appointment shall expressly state the terms and conditions of that appointment. If the faculty member is denied an alternate placement, the appropriate administrative agent will provide a written explanation for such decision.

D. Rights While on Layoff

1. Members of the Bargaining Unit subject to or on layoff status shall be given an opportunity to interview with the hiring administrator for a position they may be qualified for prior to the screening of applicants during the search process. If the administrator chooses to hire the laid-off employee, such hire shall be considered a recall for the purposes of this article and no further search process will be required.
2. A bargaining unit member on layoff status shall be considered associate continuing contract and will be subject to the associate continuing contract provisions in this agreement.
3. A faculty member who is laid off may continue his/her group medical, dental, vision, and Section 125 benefits at the group rates pursuant to COBRA.

E. Recall Procedures

1. Continuing contract faculty members shall be eligible for recall for three (3) academic years following the effective date of layoff.
2. A faculty member may resume his/her continuing contract appointment upon recall. For purposes of determining salary and seniority, the faculty member shall receive the same credit for years of service held on the date of layoff, and

shall receive at least the same salary he/she received at the time of layoff plus any increases that would have been received.

3. Recall shall be in inverse order of release provided the faculty member being recalled is qualified, as defined above, for the available position.
4. Faculty members shall notify the College in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release the College from any obligation to recall the faculty member thereafter.
5. The College's obligation to notify a faculty member of recall shall be satisfied by sending a certified letter to the faculty member at the last address filed with the Human Resources Office. In the event the recalled faculty member does not notify the College by certified mail of acceptance of recall within thirty (30) calendar days of the date of mailing of said notice, the faculty member shall be deemed to have refused recall and to have terminated his/her employment with the College.
6. The released faculty member's position shall not be filled by a replacement during the period in which the faculty member is eligible for recall unless the faculty member has been offered reappointment and has declined or has failed to respond as hereinabove provided.

ARTICLE XXVI. AGREEMENT EFFECTUATION

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-law provisions of the Association heretofore in effect. All bargaining unit contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Six hundred (600) copies of this Agreement shall initially be printed by the College and provided to the Association for the purposes of distribution to those members who request a copy. Members are encouraged to view the contract on the College web-site and to only request copies if the copy will be utilized by the member. If at any time during the duration of the Agreement, the Association requires additional copies for the purpose of distributing them to members, the College will print up to a maximum of twelve hundred (1200) copies.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to

the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII. AGREEMENT INTERPRETATION

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the representative of the President of the Association and the Executive Director of Human Resources shall meet on the initiation of either party to determine provision interpretation and/or remedial procedures required. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association Senate by the President of the Association and submitted in writing to the LCC Board of Trustees or its duly authorized agent by the Executive Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE XXVIII. DECLARATION OF GOOD FAITH

The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a bargaining unit member from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the member's duties of employment) for any purpose whatsoever.
- B. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College.

- C. The Association will not support the action of any member taken in violation of this Article.
- D. Violation of this Article by any member or group of members will constitute just cause for discharge and/or the imposition of discipline or penalties.
- E. The College will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.

This Agreement shall be effective as of May 1, 2006 and shall continue in effect until midnight, August 21, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ASSOCIATION

President _____	Date _____
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MEA Uniserv Director	Date
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APPENDIX A - ACADEMIC CALENDAR

If for any reason the parties have not agreed on the starting date for each semester of the following academic year by November 1, which is approximately two weeks before the date course scheduling is to begin for the fall semester, the College shall promptly notify the Association and meet to discuss the date. If no agreement is reached by the date course scheduling is to begin, the College may set starting dates for the next academic year.

2005 - 2006 Academic Calendar (173 days)

Fall Semester 2005

Prep Days	(3)	August 22 – 24
Classes Begin		August 25
Labor Day	(1)	September 5
Thanksgiving	(2)	November 24 – 27*
Last Class Day	(79)	December 18
Total	85	

*Thanksgiving counts as 2 days in the academic calendar, but the College closes for the weekend.

Spring Semester 2006

Prep Days	(3)	January 9 – 11
Professional Activity Days	(2)	January 12 – 13
Classes Begin		January 14
MLK Holiday	(1)	January 16
Spring Break		March 6 – 12
Last Class Day	(79)	May 12
Total	85	

Additional Days 2006

Professional Activity Days	(2)	May 16 – 17
Memorial Day	(1)	May 29
Total	3	

Summer Semester 2006

Classes Begin		June 6
Independence Day	(1)	July 4
Last Class Day	(40)	August 1
Total	41	

APPENDIX A - ACADEMIC CALENDAR (CONTINUED)

2006 - 2007 Academic Calendar (173 days)

Fall Semester 2006

Prep Days	(3)	August 21 – 23
Classes Begin		August 24
Labor Day	(1)	September 4
Thanksgiving	(2)	November 23 – 26*
Last Class Day	(79)	December 17

Total 85

*Thanksgiving counts as 2 days in the academic calendar, but the College closes for the weekend.

Spring Semester 2007

Prep Days	(3)	January 8 – 10
Professional Activity Days	(2)	January 11 – 12
Classes Begin		January 13
MLK Holiday	(1)	January 15
Spring Break		March 3 - 9
Last Class Day	(79)	May 11

Total 85

Additional Days 2007

Professional Activity Days	(2)	May 15 – 16
Memorial Day	(1)	May 28

Total 3

Summer Semester 2007

Classes Begin		June 6
Independence Day (1)		July 4
Last Class Day	(40)	August 1

Total 41

APPENDIX A - ACADEMIC CALENDAR (CONTINUED)

2007 - 2008 Academic Calendar (173 days)

Fall Semester 2007

Prep Days	(3)	August 20 – 22
Classes Begin		August 23
Labor Day	(1)	September 3
Thanksgiving	(2)	November 22 – 25*
Last Class Day	(79)	December 16

Total 85

*Thanksgiving counts as 2 days in the academic calendar, but the College closes for the weekend.

Spring Semester 2008

Prep Days	(3)	January 7 – 9
Professional Activity Days	(2)	January 10 – 11
Classes Begin		January 12
MLK Holiday	(1)	January 21
Spring Break		March 1 - 7
Last Class Day	(79)	May 9

Total 85

Additional Days 2008

Professional Activity Days	(2)	May 13 – 14
Memorial Day	(1)	May 26

Total 3

Summer Semester 2008

Classes Begin		June 6
Independence Day (1)		July 4
Last Class Day	(40)	August 1

Total 41

APPENDIX A - ACADEMIC CALENDAR (CONTINUED)

2008 - 2009 Academic Calendar (173 days)

Fall Semester 2008

Prep Days	(3)	August 18 – 20
Classes Begin		August 21
Labor Day	(1)	September 1
Thanksgiving	(2)	November 27 – 30*
Last Class Day	(79)	December 14

Total 85

*Thanksgiving counts as 2 days in the academic calendar, but the College closes for the weekend.

Spring Semester 2009

Prep Days	(3)	January 5 – 7
Professional Activity Days	(2)	January 8 – 9
Classes Begin		January 10
MLK Holiday	(1)	January 19
Spring Break		March 7 - 13
Last Class Day	(79)	May 8

Total 85

Additional Days 2009

Professional Activity Days	(2)	May 12 – 13
Memorial Day	(1)	May 25

Total 3

Summer Semester 2009

Classes Begin		June 5
Independence Day (1)		July 3
Last Class Day	(40)	July 31

Total 41

APPENDIX A - ACADEMIC CALENDAR (CONTINUED)

2009 - 2010 Academic Calendar (173 days)

Fall Semester 2009

Prep Days	(3)	August 17 – 19
Classes Begin		August 20
Labor Day	(1)	September 7
Thanksgiving	(2)	November 26 – 29*
Last Class Day	(79)	December 13

Total 85

*Thanksgiving counts as 2 days in the academic calendar, but the College closes for the weekend.

Spring Semester 2010

Prep Days	(3)	January 4 – 6
Professional Activity Days	(2)	January 7 – 8
Classes Begin		January 9
MLK Holiday	(1)	January 18
Spring Break		March 6 - 12
Last Class Day	(79)	May 7

Total 85

Additional Days 2010

Professional Activity Days	(2)	May 11 – 12
Memorial Day	(1)	May 24

Total 3

Summer Semester 2010

Classes Begin		June 7
Independence Day (1)		July 5
Last Class Day	(40)	August 2

Total 41

APPENDIX A - ACADEMIC CALENDAR (CONTINUED)

2010 - 2011 Academic Calendar (173 days)

Fall Semester 2010

Prep Days	(3)	August 23 – 25
Classes Begin		August 26
Labor Day	(1)	September 6
Thanksgiving	(2)	November 25 – 28*
Last Class Day	(79)	December 19

Total 85

*Thanksgiving counts as 2 days in the academic calendar, but the College closes for the weekend.

Spring Semester 2011

Prep Days	(3)	January 10 – 12
Professional Activity Days	(2)	January 13 – 14
Classes Begin		January 15
MLK Holiday	(1)	January 17
Spring Break		March 5 - 11
Last Class Day	(79)	May 13

Total 85

Additional Days 2011

Professional Activity Days	(2)	May 17 – 18
Memorial Day	(1)	May 30

Total 3

Summer Semester 2011

Classes Begin		June 6
Independence Day (1)		July 4
Last Class Day	(40)	August 1

Total 41

APPENDIX B – FULL-TIME FACULTY SCHEDULE

2005 - 2006

0	HS	AD	BD	BP	MD	MP	P
1	\$34,515	\$37,041	\$39,566	\$40,829	\$42,092	\$42,934	\$43,792
2	\$36,694	\$39,379	\$42,064	\$43,407	\$44,749	\$45,644	\$46,557
3	\$38,873	\$41,718	\$44,562	\$45,984	\$47,407	\$48,355	\$49,322
4	\$41,053	\$44,056	\$47,060	\$48,562	\$50,064	\$51,065	\$52,087
5	\$43,232	\$46,395	\$49,558	\$51,140	\$52,722	\$53,776	\$54,851
6	\$45,411	\$48,733	\$52,056	\$53,718	\$55,379	\$56,486	\$57,616
7	\$47,589	\$51,071	\$54,553	\$56,294	\$58,035	\$59,196	\$60,380
8	\$49,768	\$53,410	\$57,051	\$58,872	\$60,693	\$61,906	\$63,145
9	\$51,947	\$55,748	\$59,549	\$61,450	\$63,350	\$64,617	\$65,909
10	\$54,126	\$58,087	\$62,047	\$64,027	\$66,007	\$67,328	\$68,674
11	\$56,305	\$60,425	\$64,545	\$66,605	\$68,665	\$70,038	\$71,439
12	\$58,484	\$62,764	\$67,043	\$69,183	\$71,322	\$72,749	\$74,204

2006 - 2007

0	HS	AD	BD	BP	MD	MP	P
1	\$35,810	\$38,430	\$41,050	\$42,360	\$43,670	\$44,544	\$45,435
2	\$38,070	\$40,856	\$43,642	\$45,035	\$46,427	\$47,356	\$48,303
3	\$40,331	\$43,282	\$46,233	\$47,709	\$49,184	\$50,168	\$51,171
4	\$42,592	\$45,709	\$48,825	\$50,383	\$51,941	\$52,980	\$54,040
5	\$44,853	\$48,135	\$51,417	\$53,058	\$54,699	\$55,793	\$56,908
6	\$47,114	\$50,561	\$54,008	\$55,732	\$57,456	\$58,605	\$59,777
7	\$49,373	\$52,986	\$56,599	\$58,405	\$60,212	\$61,416	\$62,644
8	\$51,634	\$55,412	\$59,190	\$61,080	\$62,969	\$64,228	\$65,513
9	\$53,895	\$57,839	\$61,782	\$63,754	\$65,726	\$67,040	\$68,381
10	\$56,156	\$60,265	\$64,374	\$66,428	\$68,483	\$69,852	\$71,249
11	\$58,417	\$62,691	\$66,965	\$69,103	\$71,240	\$72,665	\$74,118
12	\$60,677	\$65,117	\$69,557	\$71,777	\$73,997	\$75,477	\$76,986

2007 - 2008

0	HS	AD	BD	BP	MD	MP	P
1	\$37,152	\$39,871	\$42,589	\$43,949	\$45,308	\$46,214	\$47,138
2	\$39,498	\$42,388	\$45,278	\$46,723	\$48,168	\$49,132	\$50,114
3	\$41,844	\$44,905	\$47,967	\$49,498	\$51,029	\$52,049	\$53,090
4	\$44,189	\$47,423	\$50,656	\$52,273	\$53,889	\$54,967	\$56,066
5	\$46,535	\$49,940	\$53,345	\$55,047	\$56,750	\$57,885	\$59,042
6	\$48,880	\$52,457	\$56,034	\$57,822	\$59,610	\$60,802	\$62,018
7	\$51,225	\$54,973	\$58,721	\$60,595	\$62,469	\$63,719	\$64,993
8	\$53,571	\$57,490	\$61,410	\$63,370	\$65,330	\$66,637	\$67,969
9	\$55,916	\$60,008	\$64,099	\$66,145	\$68,190	\$69,554	\$70,945
10	\$58,262	\$62,525	\$66,788	\$68,919	\$71,051	\$72,472	\$73,921
11	\$60,607	\$65,042	\$69,477	\$71,694	\$73,911	\$75,390	\$76,897
12	\$62,953	\$67,559	\$72,165	\$74,469	\$76,772	\$78,307	\$79,873

APPENDIX B – FULL-TIME FACULTY SCHEDULE (CONTINUED)

2008-2009

0	HS	AD	BD	BP	MD	MP	P
1	\$38,453	\$41,266	\$44,080	\$45,487	\$46,894	\$47,832	\$48,788
2	\$40,881	\$43,872	\$46,863	\$48,359	\$49,854	\$50,851	\$51,868
3	\$43,308	\$46,477	\$49,646	\$51,230	\$52,815	\$53,871	\$54,949
4	\$45,736	\$49,082	\$52,429	\$54,102	\$55,775	\$56,891	\$58,029
5	\$48,164	\$51,688	\$55,212	\$56,974	\$58,736	\$59,911	\$61,109
6	\$50,591	\$54,293	\$57,995	\$59,846	\$61,697	\$62,931	\$64,189
7	\$53,018	\$56,897	\$60,777	\$62,716	\$64,656	\$65,949	\$67,268
8	\$55,446	\$59,503	\$63,559	\$65,588	\$67,616	\$68,969	\$70,348
9	\$57,873	\$62,108	\$66,342	\$68,460	\$70,577	\$71,989	\$73,428
10	\$60,301	\$64,713	\$69,125	\$71,331	\$73,538	\$75,008	\$76,509
11	\$62,729	\$67,318	\$71,908	\$74,203	\$76,498	\$78,028	\$79,589
12	\$65,156	\$69,924	\$74,691	\$77,075	\$79,459	\$81,048	\$82,669

2009-2010

0	HS	AD	BD	BP	MD	MP	P
1	\$39,799	\$42,711	\$45,623	\$47,079	\$48,535	\$49,506	\$50,496
2	\$42,311	\$45,407	\$48,503	\$50,051	\$51,599	\$52,631	\$53,684
3	\$44,824	\$48,104	\$51,384	\$53,023	\$54,663	\$55,757	\$56,872