

TO: All Faculty, Supervisors of Faculty, Provost Cabinet, Human Resources Staff, and DICE Members

FROM: Sally Pierce, MAHE President and James Mitchell, Human Resources Director

DATE: January 22, 2015

SUBJECT: Clarification of LCC-MAHE Contract Provisions - Sick Leave Draw and Short-Term Substitution Pay

We are pleased to announce that we have reached agreement to clarify provisions of our LCC-MAHE contract that have proven to be ambiguous and are subject to possible interpretations that are inconsistent with our intent. These clarified provisions are:

1. Article XXIII.A.4, (drawing from accumulated sick leave or sick leave bank)
2. Articles XI.G and XXI.F, (pay for short-term substitute assignments)

With respect to Article XIII.A.4, the clarifying Letter of Agreement is Attachment A. This clarification impacts all Faculty, is effective on February 1, 2015, and clarifies that missing non-teaching assignments will result in a draw of 1.0 hours, as specified in the LOA.

With respect to Articles XI.G and XXI.F, the clarifying Letter of Agreement is Attachment B. This clarification impacts all Teaching Faculty, is effective retroactively to January 12, 2015, and clarifies that short-term substitution assignments of at least a full class session will be paid.

For a full understanding of these clarifications, please refer to the attachments, which will be posted on the MAHE and Human Resources web sites.

Please refer questions regarding these clarifications to Human Resources at telephone number 483 1870 or the MAHE office at telephone number 483 1891.

Letter of Agreement by and between
Lansing Community College
and
Lansing Community College – Michigan Association for Higher Education
January 13, 2015

Lansing Community College has agreed with Lansing Community College – Michigan Association for Higher Education that the following provisions of their 2012-2016 collective bargaining agreement have proven to be ambiguous and subject to possible interpretations that are inconsistent with the parties' intent. Accordingly, the parties have agreed to interpret the 2012-2016 collective bargaining agreement consistent with the changes shown in this document. These changes will be effective February 1, 2015:

ARTICLE XXIII. EMPLOYEE LEAVES

A. Paid Sick Leave

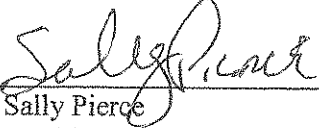
4. Draw from Accumulated Sick Leave or Sick Leave Bank

Bargaining unit members will draw sick leave for approved purposes in one (1) hour increments from their accumulation of sick leave as follows, subject to applicable limits:

- a. A teaching assignment will draw 2.0 hours sick leave for each full or partial contact hour missed and 1.0 hour for all time missed from other scheduled obligations (e.g., office hours, required program or department meetings, appointments, etc.), rounded to the nearest full hour. For example, missing a 90 minute class will result in a draw of 3 hours, missing a 45 minute appointment will result in a draw of one hour, missing a 20 minute meeting will result in no draw. Missing all three on the same day would result in a draw of 4 hours.
- b. A clock hour assignment will draw 1.0 hour sick leave for each full or partial clock hour missed, rounded to the nearest full hour.

The parties have voluntarily entered into this Letter of Agreement, which represents their full understanding regarding matters addressed herein, and which may not be modified except by written agreement signed by the College and LCC-MAHE.


Lansing Community College –
Michigan Association for Higher Education

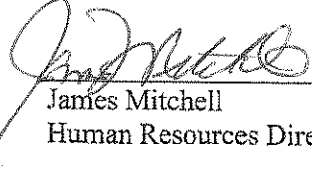
 1-15-15
Sally Pierce Date
President

 1-15-15
Gezelle Oliver Date
MEA Uniserv Director

Lansing Community College

 1/15/2015
Richard Prystowsky Date
Provost

 1/15/2015
Mary Stroebel Date
Human Resources Director

 1-15-15
James Mitchell Date
Human Resources Director

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ARTICLE XI. WORKLOAD

G. Substitute Teaching

1. Short-term Substitution

a. As soon as possible, a faculty member who is unable to teach a class at the established time will notify the department/program administrator of the need and request qualified members of the department/program to substitute. Such a member may secure a substitute by either:

- 1) Arranging to exchange classes with another faculty member, provided they are both qualified to teach the exchanged classes; or
- 2) Finding a qualified faculty member willing to serve as a paid substitute.

b. Any proposed substitution is subject to approval of the program/department administrator. The College will not be required to pay additional compensation to either faculty member for exchanged classes or for any substitution that is less than a full class session. If not covered by an exchange of classes, the department/program administrator may assign an available faculty member to the substitute teaching. An assigned substitute will be paid pursuant to Article XXI Professional Compensation, Section F Substitute Pay if the substitute is required to teach the full class session. If a substitute is not assigned, the department/program administrator may authorize cancellation of the class.

c. As short-term substitute assignments are temporary in nature, such substitution hours worked do not count toward a Teaching Faculty member's maximum workload.

2. Long-term Substitution. A long-term substitution occurs when a faculty member is reassigned as the instructor of record for a course section. The corresponding workload is prorated based on the proportion of the classes taught by the substitute. When a part-time Teaching Faculty member is assigned to a long-term substitution that will cause the member to exceed the member's maximum workload for a semester or the academic year, a letter of agreement must be signed between the

College, the Association, and the affected faculty member to appropriately address the temporary increase in workload. Increases in workload resulting from long-term substitution will not change the part-time status of bargaining unit members.

ARTICLE XXI. PROFESSIONAL COMPENSATION

F. Substitute Pay

1. Full-time Teaching Faculty who are assigned to teach a short-term substitution for a full class session in accordance with Article XI, Section G.1.b (other than in a non-traditional teaching assignment under Article XI Workload, Section L) will be paid at the part-time Teaching Faculty rate per assigned teaching contact hour in Appendix C1 as follows on the next full payroll cycle after required documentation is submitted and entered:

a. Professors who substitute will be paid at the Associate Continuing Contract Adjunct Rate reflecting their highest relevant degree.

b. Assistant Professors who substitute will be paid at the Probationary Adjunct Instructor Rate reflecting their highest relevant degree.

2. Part-time Teaching Faculty members who substitute teach for a full class session in accordance with Article XI, Section G.1.b (other than in a non-traditional teaching assignment under Article XI Workload, Section L) will be paid at their established rate on the next full payroll cycle after required documentation is submitted and entered. If a part-time Teaching Faculty member has more than one (1) hourly rate (excluding market rate) as a result of teaching assignments in more than one (1) department, the member shall be paid at the Probationary Adjunct Instructor Rate reflecting their highest relevant degree unless the member has achieved Associate Continuing Contract status in the department in which the member is substituting.

3. Faculty members who substitute in a non-traditional teaching assignment under Article XI Workload, Section L will be paid at the market rate for that assignment.

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