

**LANSING COMMUNITY COLLEGE**  
**and**  
**LANSING COMMUNITY COLLEGE CHAPTER,**  
**MICHIGAN ASSOCIATION FOR HIGHER EDUCATION**

**MEMORANDUM OF CONTRACT CHANGES**  
**January 23, 2017**

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1. Modify Article V by replacing the current text in its entirety with the following:

**ARTICLE V. ASSOCIATION MEMBERSHIP**

**A. Association Membership and Representation**

Membership in the Association is voluntary. All employees have the right to join, not join, maintain or drop their membership in the Association as they see fit, subject to such standards as the Association may lawfully impose. No employee is required to provide financial support to the Association except as a voluntary member of the Association. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Association members.

**B. Association Membership Dues Deduction**

An employee who elects to join the Association may complete the Membership Authorization for Checkoff of dues and return it to the Association's office. The Association will forward the executed payroll deduction form to the Payroll Department and will furnish the Employer with a schedule of Association membership dues, determined in accordance with law and updated as necessary. The Association will furnish the Employer with lawful Membership Authorization for Checkoff forms to be given to new bargaining unit employees during new employee orientation.

During the term of this Agreement, the Employer agrees to deduct biweekly Association dues from each employee covered by this Agreement who has executed the required form, provided the employee has net pay available after payment of required taxes and payments, garnishments, support obligations, judgments, retirement contributions, health insurance and other benefit contributions. Deductions will begin with the first full payroll period following receipt of the executed Membership Authorization for Checkoff form by the Payroll Department. Employees have the right to terminate College deduction of Association dues from their pay at any time. Deductions will stop when the employee gives the Human Resources Department written notice to terminate deductions. The Human Resources Department will provide the Association with a copy of the written notice. If a dispute arises as to whether or not the College is properly authorized to deduct Association dues, no further deductions shall be made until the matter is resolved. Disputes regarding authorization to deduct Association dues are not subject to resolution through the grievance and arbitration procedure of this Agreement.

The Employer's sole obligation under this Section is limited to the deduction of Association membership dues from employee earnings and remittance of amounts deducted to the LCC-MAHE Treasurer or designee bi-weekly, together with a list of current bargaining unit employees showing the amount of Association dues deducted from each employee's pay.

C. Defense of Claims

The Association shall defend, indemnify and save the College and its officers, employees and agents harmless from any and all damages, claims, suits, or other forms of liabilities, including attorney fees, any of them may suffer as a result of any action the Association, the College or an employee takes under this article, or arising from the College's compliance with this Article. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters, as long as there is no conflict between the Association and the College in such proceedings. The College and the Association will cooperate in securing and giving evidence, obtaining witnesses, and making relevant information available.

2. Modify Article VI, Duties of Association Officials, to read as follows:

**ARTICLE VI. ~~DUTIES OF~~ ASSOCIATION OFFICIALS**

- A. Association officials will continue to perform their regularly assigned work duties as required, except to the extent those duties are reduced under this Article; and their responsibilities as Association officials will not be permitted to interfere with the business of the College.
- B. Bank of Association Hours
1. ~~Beginning with the 2012-13 academic year, t~~The College will establish an annual Bank of Association Hours to ~~budget for pay~~ the cost attributable to replacing specified Association Officials for periods of paid ~~release~~ time they are involved in representational activities under the Agreement. Association officials may devote more time to Association business than covered by the Bank, but such time will not be considered hours worked for the College and will not be compensated in any way by the College.
  2. At the beginning of the academic year, the College will contribute a "block" of ~~time for use by the Association President~~~~430 clock hours to the Bank for use by the President~~ (equal to 346 clock hours~~8 workload hours~~ if the President is a Teaching Faculty member or 430 clock hours if the President is an Academic Professional, or a prorated mix if the President is working as both Teaching Faculty and Academic Professional.) ~~and a "block" of 430 clock hours~~ The College will simultaneously credit the Bank with another "block" of time determined in the same manner for use by the Grievance Chair~~(8 workload hours if the Grievance Chair is a Teaching Faculty member).~~
  3. On or before July 15 of each year, the Association may purchase one additional "block" of Bank time for use during the subsequent

academic year by the President or by a proxy designated by the President, and may purchase one additional “block” of Bank time for use during the subsequent academic year by the Grievance Chair. ~~The Association will pay the College \$5,000 for each of these “blocks” purchased.~~

4. ~~The Association shall reimburse the College for the cost of each “block” of time it purchases at the appropriate clock hour rate, including costs of FICA, retirement and other applicable benefits. The clock hour rate to be used for 2016-17 will be \$25.55 for teaching faculty and \$21.10 for academic professionals. Rates for subsequent years will increase by 1.5% for 2017-18, an additional 1.5% for 2018-19 and an additional 1.0% for 2019-20. On or before July 15 of each year, subject to the approval of the Executive Director of Human Resources, the Association may purchase a second additional “block” of Bank time for use during the subsequent academic year by the President or by a proxy designated by the President, and may purchase a second additional “block” of Bank time for use during the subsequent academic year by the Grievance Chair. The Association will pay the College \$10,000 for each of these “blocks” purchased.~~

C. Association President

1. If the Association’s President (or the President’s designated proxy) is a full-time employee, the regular ~~weekly~~ base workload assignment of the President (or the President’s designated proxy) during the academic year will be reduced by one-fourth for each block of hours reserved for the use of the President (or the designated proxy) as of the beginning of the academic year and the Bank will be charged to compensate for such reduction. The reduction in work assignment will not result in a reduction in base compensation and time charged against the Bank will not count for purposes of calculating Overload compensation.
2. If the Association’s President (or the President’s designated proxy) is a part-time employee, the President (or proxy) will be ~~regularly scheduled time to perform representational duties for an additional 430 clock hours (8 workload hours)~~ compensated at his or her regular rate during the academic year ~~for as if using~~ each block of hours reserved for the use of the President (or the designated proxy) ~~as of the beginning of~~ ~~ratably over~~ the academic year ~~and will be compensated at the President’s (or the designated proxy’s) regular rate, subject to the workload limits contained in Article XI.~~ The Bank will be charged the equivalent hours for such ~~scheduled time, which. Such scheduled time~~ will not change the part-time status of the President or the President’s designated proxy.

D. Association Grievance Chairperson

1. If the Association’s Grievance Chairperson is a full-time employee, the regular ~~weekly~~ base workload assignment of the Grievance Chairperson will be reduced by one-fourth for each block of hours

reserved for the use of the Grievance Chairperson as of the beginning of the academic year and the Bank will be charged to compensate for such reduction. The reduction in workload assignment will not result in a reduction in base compensation and time charged against the Bank will not count for purposes of calculating Overload compensation.

2. If the Association's Grievance Chairperson is a part-time employee, the Grievance Chairperson will be compensated at his or her regular rate during the academic year as if using regularly scheduled time to perform representational duties for an additional 430 clock hours (8 workload hours) during the academic year for each block of hours reserved for the use of the Grievance Chairperson as of the beginning of fratably over the academic year and will be compensated at the Grievance Chairperson's regular rate, subject to the workload limits contained in Article XI. The Bank will be charged the equivalent hours for such scheduled time, which. Such scheduled time will not change the part-time status of the Grievance Chairperson.

E. [No change]

F. [No change]

G. [No change]

H. [No change]

3. Modify Article VII to provide as follows:

## **ARTICLE VII. PRIVILEGES AND RESPONSIBILITIES**

### **A. Association Meetings**

1. Rooms at the College may be used by the Association, the Association's 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 (1) hour set aside during Professional Preparation days each semester. The Association will be notified concerning the time and date prior to the printing of the program.

B. Use of College Equipment [No change]

C. Association Notices [No change]

D. New Faculty Association Orientation

The College shall require that new bargaining unit members view an online Association orientation video on the Learning Management System, up to 15 minutes of which will be considered paid training time. The College will notify the Association of all new employees who fail to view the video. The Association shall have the right to make a presentation to new bargaining unit 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. Information Requests

The parties will provide relevant information to each other for purposes of negotiations, administering this Agreement and resolving grievances, and such other purposes as may be covered under the Michigan Public Employee Relations Act (PERA). All requests for such information shall be in writing, shall be directed to the Labor Relations staff and shall identify the information requested in sufficient detail to allow it to be readily identified and retrieved. If requested information pertains to anyone other than bargaining unit employees, the request will explain the purpose for which the information is requested and the relevance of the requested information. Requests will be signed by an authorized representative of the party making the request. If either party believes that an information request is unreasonable or abusive, the parties will promptly meet and attempt to reach an understanding on it. Neither party shall have any obligation to provide information until it is requested in accordance with this provision. Neither party will be required to compile information or statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

F. Board Agenda [No change]

G. Bargaining Unit Member Information [No change]

H. Office Space

The College shall provide an office for the Association to share with other MEA affiliated Associations in the ContinentalHuron Building. The total square footage provided for all MEA affiliated Associations shall be at least 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 relocation as to where the new space will be provided.

I. Information On Required Training

The College will provide access to any new or modified required faculty training to the Association at least one week prior to notifying MAHE members. The College shall provide the designated amount of time that part-time members will be compensated for timely and satisfactory completion of the training.

4. Modify Article IX to provide as follows:

## ARTICLE IX. PARTICIPATION IN GOVERNANCE

~~Prior to the beginning of the Spring 2013 semester, t~~The Provost will charter an Academic Senate consisting of the Provost or designee and non-probationary faculty members and administrators from each division and department in which teaching faculty or academic professional faculty members are assigned to work. The purpose of the Academic Senate will be to provide faculty input and advice to the administration concerning issues of College-wide educational philosophy, College-wide academic policy, and priorities in the College-wide deployment of capital or financial resources, except as covered by the scope of collective bargaining. At least seventy-five percent of the members of the Academic Senate shall be faculty representatives. Faculty will select faculty members to serve as members of the Academic Senate, provided Association Executive Officers shall not be eligible to serve in the Academic Senate during their term of office.

A. Program/Department Curriculum. The College faculty, as experts in their disciplines, are committed to curriculum decisions that will promote excellence in education and support student success initiatives of the College.

1. [No change]

2. Recommendations for changes in curricular issues may be made by teaching faculty members, ~~—or by—~~administrators, or academic professionals who actively participate in a program or department at any time, consistent with applicable time constraints and deadlines.

3. Before approving or implementing any substantial change in any listed curricular issues for the program or department, the administrator(s) will notify the program or department faculty of the proposed change(s), provide a written summary of the proposed change(s) and provide them with the opportunity to participate in one (1) or more meetings with the administrator(s) to discuss the proposed change(s). If the discussion meeting is not held during a regularly scheduled program or department meeting, a special meeting will be scheduled at a time to accommodate the most program or department participants under the circumstances. ~~If circumstances permit,~~ Notice of the special meeting will be given at least two (2) weeks in advance to allow program or department faculty who are unable to attend to provide input prior to the meeting(s).

4. [No change]

5. [No change]

6. [No change]

B. Program/Department Operating Plans. The College faculty, as responsible professionals, are committed to fiscally responsible operating plans that will promote excellence in education and support stewardship.



1. Operating plans for each academic or student services program or department to which faculty members are regularly assigned will be documented and will consist of:
  - a. Program/department assessment, review and analysis of student success, effectiveness and vitality;
  - b. Program/department action/improvement plans;
  - c. Program/departmental/division/College schedules, and individual workloads and assignments;
  - d. Program/department budget requests; and
  - e. Program/department regular meeting procedures and schedules.
  - e.f. Program/department standards for submission of documentation for use by Change in Status peer reviews under Art. \_\_\_\_\_.
2. Recommendations for changes in such program or departmental operating plans may be made by faculty members or by administrators in the program or department at any time, consistent with applicable time constraints and deadlines.
3. Before approving or implementing ~~an operating plan or~~ any substantial change in an operating plan for the program or department, the responsible administrator(s) will notify the program or department faculty of the proposed change(s), provide a written summary of the proposed change(s) and provide the program or department faculty with the opportunity to participate in one or more meetings with administrators to discuss the relevant issues. If the discussion meeting is not held during a regularly scheduled program or department meeting, a special meeting will be scheduled at a time to accommodate the most program or department participants under the circumstances. ~~If circumstances permit, a~~ Notice of the special meeting will be given at least two weeks in advance to allow program or department faculty who are unable to attend to provide input prior to the meeting(s).
4. If the meeting(s) produce(s) agreement on the operating plan issue(s) under consideration between program/department administrator(s) and a majority of program/ department faculty members participating in the meeting(s) (in person or by proxy), the program/department administrator(s) will proceed on the basis of that agreement subject to approval by the Dean. If no such agreement is reached, faculty members of the department and/or program may submit alternate recommendations on the operating plan issue(s) under consideration. Such recommendations must be submitted in writing within two weeks after the meeting, ~~unless circumstances cause the administrator(s) to establish a longer or shorter period, and will be taken into consideration before a decision is made.~~ All decisions must be consistent with applicable provisions of this Agreement (e.g., express restrictions on individual workloads, schedules and assignments, etc.).
5. [No change]

6. [No change]

C. Program/Department Reduction or Elimination

If a recommendation for program reduction or elimination is under consideration pursuant to Section C, and the recommendation is likely to result in a layoff or position elimination from the bargaining unit, the College will promptly notify the Association and invite its recommendations regarding the need for, and plan for, effecting the programmatic changes, as well as its recommendations regarding alternatives to such layoff or position elimination. The Association will provide such recommendations within thirty (30) days or such longer period as the parties may agree to at the time.

D. Association Input [No change]

5. Modify Article X, Bargaining Unit Member Classification Criteria, to provide as follows:

**ARTICLE X. BARGAINING UNIT MEMBER CLASSIFICATION CRITERIA**

A. All bargaining unit positions are within one of ten classifications: [No change]

B. Pedagogy is the core function of all positions in the bargaining unit, and all members are professionally responsible to ensure the work of the College is accomplished through shared cooperation and collaboration between faculty members and administration. The distinguishing criteria for each classification are as follows:

1. Teaching Faculty. A Teaching Faculty member is characterized by:

- a. Having the primary duty and responsibility of teaching students in instructional settings;
- b. Functioning as the principal source of instruction and the faculty of record in the instructional setting for a course, class, lab, workshop, etc., offered for academic credit (i.e., designated by the College as responsible for the course, class, workshop, etc., including assigning the grade; this may include more than one Teaching Faculty member in cases where they are team teaching an Integrated Course Learning Community or teaching modules of a single course); and
- c. Being responsible for curriculum planning and development; preparation and delivery of course content in accordance with student needs; comprehensive assessment and grading in the assigned course, class, workshop, etc., offered for academic credit.

2. Lab Instructor. [No change]

3. Lab Assistant. [No change]



4. Supplemental Instruction Leader. [No change]
5. Professional Tutor. [No change]
6. Librarian. [No change]
7. Licensed Professional Counselor. [No change]
8. Academic Advisor. [No change]
9. Teaching Clinician. [No change]
10. Sign Language Interpreter. A Sign Language Interpreter is an Academic Professional characterized by:
  - a. Having the primary duty and responsibility of providing sign language/oral interpretation in facilitating college Level instruction and communication in a variety of instructional settings for deaf, deafblind or hard of hearing students;
  - b. Functioning as a primary resource for communication between deaf, deafblind or hard of hearing students and other students, faculty, staff and others in connection with classes and other academic activities and College programs; and
  - c. Being responsible for delivery of accurate sign language/oral interpretation of college Level academic and program-related communications between deaf, deafblind or hard of hearing students and other students, faculty, staff and others involved in College programs.

C. Reclassification Review

1. Basis for Request. The reclassification review process, when requested, is intended to resolve the issue of whether an individual's regularly assigned job responsibilities require a change in the individual's job classification. A written request for a reclassification review may be submitted by an employee, the Association President or an administrator who ~~believes~~ asserts a substantial change in the employee's assigned job responsibilities has occurred. The request shall be granted only if such changes have resulted in at least half of the employee's time being spent on duties appropriate only to a different position (by comparison to the historic base, rather than looking only at recent incremental changes).
2. Frequency. [No change]
3. Procedure [No change]

6. Modify Article XI, Workload, to read as follows:

**ARTICLE XI. WORKLOAD**

- A. Workload General Provisions. These provisions are to guide the process

described in Article IX, Participation in Governance, when applied to workloads, schedules and assignments.

1. Primary Factors. The primary factors to be considered in assigning workloads to bargaining unit members who are determined to be well-qualified within the meaning of Article XIII, Employment Practices, Section H.7, are:
  - a. Student needs and interests.
  - b. Department and College needs and interests.
  - c. Expertise, skill and abilities of bargaining unit members.
  - d. Documented Preferences and availability of individual bargaining unit members (e.g., preferred courses, desired number of credits, days and times available, etc.).
  - e. Contract restrictions on assignment of individual bargaining unit members as set forth in this Article.
  - f. Where other factors are equal, the length of service of bargaining unit members within the Department or program in which assignments are being made, except for members who are subject to current corrective action (e.g., individual improvement plan, disciplinary action, etc.) imposed prior to schedule implementation.
2. Scheduling Guidelines. Faculty and administration will cooperate and strive to establish regular work schedules each semester that are consistent with the factors listed above. The schedules should satisfy the following guidelines when possible, except as necessary to meet the needs and interests of students or the College, or to satisfy individual workload obligations:
  - a. Members should be regularly scheduled for workplace obligations requiring no more than two (2) evenings per week or one (1) evening course section for teaching faculty, whichever is greater.
  - b. [No change]
  - c. [No change]
  - d. [No change]
  - e. [No change]
  - f. [No change]
  - g. [No change]

h. A new Adjunct Instructor will not ordinarily be given more than 4 workload hours or 1 course (whichever is greater) during the Instructor's first semester of employment. The College, if necessary, may exceed this limit, provided a representative of Human Resources will notify a representative designated by the Association of the reason(s) necessitating additional assignments prior to making them.

3. Dual Department Assignments. [No change]

4. Special Assignments [No change]

5. Leadership Assignments

a. ~~In accordance~~After complying with Article IX, Participation in Governance, the College may ~~offer~~make one (1) or more leadership assignments (e.g., program faculty chair, lead faculty, academic team leader, etc.) within a program, department or division as part of members' workloads, provided a member will not be compelled to accept an involuntary leadership assignment if another qualified member is willing and able to perform it, and a member will not be compelled to accept an involuntary assignment to a leadership position in consecutive academic years. Members may accept or decline such assignments.

b. The workload hours to be granted, the primary criteria for evaluation and the schedule for performance and completion of a leadership assignment will be established through consultation between the bargaining unit member and supervisor involved prior to commencement of the assignment. Such arrangements will be reduced to writing and signed by the responsible individuals.

6. Attendance at College Functions

a. Full-time bargaining unit members ~~will be required, and part-time bargaining unit members are encouraged, to~~ attend the College's Commencement Ceremony. The College will provide required caps, gowns and hoods for faculty who timely commit to attend Commencement. Full-time faculty members shall provide any other regalia.

~~b. Part-time bargaining unit members are invited and encouraged to attend the College's Commencement Ceremony. The College will provide required caps, gowns and hoods for part-time faculty who timely commit to attend Commencement.~~

~~e-b.~~ Bargaining unit members may be asked to serve as chaperones at College functions. A member who is unable to serve after agreeing to do so will notify the Office of Student Life as

7. [No change]

B. Academic Professional Assignments and Workload

The workload of Academic Professionals is generally assigned by a clock hour schedule. Subject to the restrictions set forth in this Article, the College may schedule the work of Academic Professionals as needed during the 12-month academic year at any time the College is open.

The base workload of Academic Professionals may include teaching assignments that require preparation time. In such cases, the Academic Professional will schedule and be accountable for the required amount of preparation time as determined by the immediate supervisor through discussion with the Academic Professional.

1. Full-time Academic Professionals

- a. Except as otherwise provided in this Article or by agreement of the College and the Association, full-time Academic Professionals shall work a base load equivalent to two hundred fifteen (215) full days of eight (8) hours of work or forty-three (43) full weeks of 40 hours of work if an alternative work schedule is assigned, to be scheduled as needed during the 12-month academic year. The College may, but is not required to, assign additional full workdays, and to full-time Academic Professionals, and such ~~to such full-time Academic Professionals. Assigned work that materially exceeds the base load will be considered as overload. These overload assignments will be paid according to Article XXI Professional Compensation.~~
- b. Full-time Academic Professionals in the Librarian or Counselor classification shall work a base load equivalent to one hundred seventy- three (173) full days of eight (8) hours of work or thirty-four and one-halfthree-fifths (34-~~1/2~~.6) full weeks of forty (40) hours of work if an alternative work schedule is assigned, to be scheduled as needed during the twelve (12) month academic year. The College may, but is not required to, assign additional full workdays to full-time Librarians or Counselors and such ~~Assigned work that materially exceeds the base load for a full-time Librarian or Counselor will be considered as overload. Overload assignments will be paid according to Article XXI Professional Compensation unless specifically noted in the remaining sections of this Article~~ or by agreement of the College and the Association.
- c. The normal schedule for full-time Academic Professionals will be a 40 hour work week of scheduled time performing activities on campus and/or in the community, including program, departmental and College meetings. The normal schedule may vary based on fluctuations in required work. Alternative work schedules may be assigned subject to applicable workload limits and subject to

approval of the responsible Dean or designee. All schedules are subject to advance approval by the administrative supervisor.

2. Part-time Academic Professionals

- a. Except as otherwise provided in this Article, part-time Academic Professionals will be assigned a base workload that does not regularly exceed thirty (30) clock hours per week, to be scheduled as necessary during the 12-month academic year. Higher or lower workloads may be assigned from time to time based on fluctuations in required work, provided that workload of a part-time academic professional will not exceed 1560 hours of actual work in an academic year. All schedules are subject to advance approval by the administrative supervisor.
- b. Part-time Academic Professionals in the Teaching Clinician classification may be assigned up to three clinics to teach at any time, without regard to any other workload limit.

C. Full-time Teaching Faculty Assignments/Workload

1. Base Load. Except as otherwise provided in this Agreement or by agreement of the College and the Association, each full-time Teaching Faculty member shall be accountable during each full academic year for a normal base workload consisting of a mix of teaching assignments and professional activities and duties as follows:

- a. Teaching Assignments. ~~The following~~ Thirty-two (32) workload hours of teaching, together with all associated preparation (including customary updates/ maintenance of assigned courses), assessment and evaluation, and student consultation/office hours, ordinarily performed within the equivalent of 128 full workdays.

~~Thirty-two (32) workload hours for teaching faculty in all areas.~~

- b. Professional Activities and Duties. The following professional activities related to teaching:

- 1) The equivalent of thirty-two (32) full workdays of non-teaching assignments (e.g., course development assignments, major course revision assignments, student advising assignments, program/department/division/ College committee assignments, lead faculty assignments, formal mentoring assignments, participation in department/program governance meetings, grant writing assignments, special project assignments, assigned professional development, etc.). Workload hours for course development, changing course delivery format, major course revisions, etc., will not generally exceed the

contact hours for the course. For example, workload ~~hours~~ credits for changing the delivery format of a four (4) contact hour course from face-to-face to online will not exceed sixty-four (64) clock hours. Any credit in excess of this limit will require written approval of the Dean or designee.

- 2) Three (3) full preparation days for Fall Semester, no more than eight (8) hours of which will be devoted to College/division/ department meetings;
- 3) Three (3) full preparation days for Spring Semester, no more than eight (8) hours of which will be devoted to College/division/ department meetings;
- 4) Four (4) full professional development days;
- 5) One (1) Fall Semester Grading Day;
- 6) One (1) Spring Semester Grading Day; and
- 7) One (1) Graduation Day.

2. Distribution of Base Load. Except as otherwise provided in this Agreement or by agreement of the College and the Association, Full-time teaching loads will normally be assigned so that they are split equally between Fall Semester and Spring Semester, but are subject to adjustment as follows:

- a. Non-teaching assignments may be made in lieu of workload hours of teaching or teaching assignments may be made in lieu of non-teaching activities and duties at a 2:1 ratio (32 clock hours = 16 contact hours = 1 workload hour) if necessary to satisfy workload obligations or institutional needs. Non-teaching assignments may be added to the normal base workload in accordance with Section A.4. Special Assignments.
- b. Full-time teaching loads can be front- or back-loaded between Fall and Spring Semester up to a maximum of four (4) workload hours, or as otherwise agreed by the parties, without triggering overload rates in accordance with Section C.4. Additional Assignments.
- c. Additional mandatory teaching and non-teaching assignments may be made during Fall and Spring Semesters, not to exceed the equivalent of four (4) workload hours or one section per semester, whichever is greater; provided such assignments will not be made for more than two (2) consecutive semesters (excluding Summer Semester) without the agreement of the member.



- d. There is no contractual limit on the teaching load a full-time faculty member may agree to perform during Fall or Spring Semester with the consent of the immediate supervisor, but approval of the Dean or designee is required for any workload of twenty-~~four~~ (20) workload hours or more in one semester.
    - e. Full-time faculty shall not teach more than twelve (12) workload hours during Summer semester, unless necessary to satisfy a member's annual full-time base workload in accordance with an alternative scheduling agreement approved under this Article.
  3. Limits on Teaching Preparations. Except as otherwise provided in this Agreement or by agreement of the College and the Association:
    - a. A full-time teaching faculty member will not be assigned teaching preparations in excess of the following limitations, unless agreed to by the faculty member or when necessary to achieve a full workload:
      - 1) A full-time teaching faculty member in Performing Arts or in Physical Fitness and Wellness will not be assigned more than five (5) different teaching preparations per semester.
      - 2) A full-time teaching faculty member (except those in Performing Arts or in Physical Fitness and Wellness) will not be assigned more than two (2) different teaching preparations per semester during the first four semesters of employment, and will not be assigned more three (3) different teaching preparations per semester thereafter.
    - b. A teaching preparation is the work required to prepare to teach a course which is different from any other course being taught by the teaching faculty member, or a course development assignment or curriculum development assignment. The first time a faculty member teaches a given course using two (2) different delivery methods (e.g., face-to-face and on- line) it will count as two (2) teaching preparations, but not thereafter.

Preparations for voluntary overloads do not count toward these limits.
  4. Additional Assignments. The College may, but is not required to, assign additional work to full-time Teaching Faculty ~~which Assigned work that materially exceeds the base load for a full-time Teaching Faculty member will be considered as overload. Overload assignments~~ will be paid according to Article XXI Professional Compensation unless specifically noted in the remaining sections of this Article or by agreement of the College and the Association.

5. Full-time teaching faculty member's scheduling of time on campus will be the shared responsibility of the individual teaching faculty 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 will provide for each full-time teaching faculty to be on the campus where the faculty member's department is located a minimum of three (3) days per week for a sufficient time to provide ample availability to students and colleagues.
- ~~a. Will provide for full-time teaching faculty to 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, except as provided in subparagraph (b).~~
- ~~b. Faculty members teaching exclusively online and/or at a location off campus will be on campus where their department office is located at least one (1) day per week.~~
- ~~c. Exceptions will be made for up to one (1) year for faculty members while on approved sabbatical leave or other College assignments that require long-term absence from campus.~~

D. Part-time Teaching Faculty Assignments/Workload

1. Teaching Load Limits. Except as otherwise provided in this Agreement or by agreement of the College and the Association, each part-time Teaching Faculty member shall be accountable for teaching workload subject to the following limits:
- a. [No change] Adjunct Instructors shall not exceed twelve (12) workload hours of teaching during Fall Semester and twelve (12) workload hours of teaching during Spring Semester, together with all associated preparation (including customary updates/maintenance of assigned courses), assessment and evaluation, and student consultation/office hours; and
- b. [No change] Adjunct Instructors shall not exceed ten (10) workload hours of teaching during Summer Semester, together with all associated preparation (including customary updates/maintenance of assigned courses), assessment and evaluation, and student consultation/office hours.
- ~~b.c. The limits for Adjunct Instructors in Physical Fitness and Wellness, and in Performing Arts, will be fourteen (14) workload hours during Fall Semester, fourteen (14) workload hours during Spring Semester, and twelve (12) workload hours during Summer Semester.~~
- ~~c.d. [No change in former c.]~~
- ~~d.e. [No change in former d.]~~

e.f.\_\_\_\_[No change in former e.]

f.g.\_\_\_\_[No change in former f.]

2. [No change]

3. [No change]

E. Teaching Faculty Student Consultation/Office Hours

1. [No change]

2. Teaching Faculty with face-to-face teaching assignments must be available for face-to-face student consultation/office hours at an LCC facility at or near the location where the course is taught provided suitable space is available.

3. [No change]

4. Teaching Faculty with hybrid teaching assignments must be available face-to-face at an LCC facility at or near the location where the course is taught, provided suitable space is available, and/or online for student consultation/office hours, as determined by student preferences.

5. [No change]

6. [No change]

F. Secondary Education Assignments

1. [No change]

2. [No change]

3. Additional or Alternative Assignments. The College may, but is not required to, assign additional or alternative work to full-time faculty in secondary education assignments under this section: ~~Assigned work that materially exceeds the annual base workload established for such a full-time secondary education assignment will be considered as overload. Overload assignments~~ will be paid according to Article XXI Professional Compensation unless specifically noted in the remaining sections of this Article or by agreement of the College and the Association.

4. Intermediate School District (ISD). [No change]

5. The Early College. Workloads for assignments at The Early College are as follows:

a. The full-time workload for teaching faculty in the Early

College will generally consist of forty (40) hours of scheduled work time each week performing the following activities during the school day:

- 1) Teaching classes and seminars and mentoring as assigned during the school day.
- 2) Participating in on-site planning/preparation as scheduled during the school day ~~and such additional planning and preparation as the faculty member deems necessary.~~
- 3) Participating in interaction with students and parents, teacher conferences, curriculum/program work, and department/College meetings.
- 4) Holding consultation/office hours for students as scheduled during the school day.
- 5) The work schedule for the academic year will be not more than 204 full workdays, on a calendar determined in cooperation between the Intermediate School District and the College, with input from The Early College faculty. If the Early College ~~changes~~ increases the number of workdays beyond 204 in the academic year, the Association and the College will meet to negotiate over changes to the applicable salary schedules.

b. The full-time workload for a Licensed Professional Counselor assigned to the Early College will consist of an average of forty (40) hours of scheduled work time each week scheduled over not more than 204 workdays, on a calendar determined in cooperation between the Intermediate School District and the College. If the Early College ~~changes-increases~~ the number of workdays beyond 204 in the academic year, the Association and the College will meet to negotiate over changes to the applicable salary schedules.

c. In addition, as part of the base workload, full-time faculty in the Early College shall participate in scheduled parent-teacher conferences and interactions, recruiting activities and other activities as required outside of the normal school day for the success of the Early College program.

d. Each full-time faculty member of the Early College will be scheduled for a duty-free lunch period of forty (40) minutes each full workday, not considered work time.

~~d.e.~~ If faculty are compelled to work during their lunch period or during evenings (e.g., for parent conferences held outside the school day), their schedules will be flexed to provide a

e.f. The full-time faculty workloads described in this Section are in lieu of those described in Sections B.1 and C of this Article.

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 supervisor 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 supervisor. The College will not be required to pay additional compensation to either faculty member for the exchanged classes. If not covered by an exchange of classes, the department/program supervisor may assign an available faculty member to the substitute teaching. An assigned substitute will be paid pursuant to Article XXI Professional Compensation, in which case the faculty member needing a substitute will be required to use available paid leave benefits to be paid for the missed class. If a substitute is not assigned, the department/program supervisor may authorize cancellation of the class, in which case the faculty member needing a substitute will be required to use available paid leave benefits to be paid for the missed class.
- c. As short-term substitute assignments are temporary in nature, 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 or for at least 25 percent of the scheduled class meetings. 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 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

- H. Work between Semesters for Teaching Faculty [No change]
- I. Learning Communities. [No change]
- J. Module Development and Delivery [No change]
- K. Independent Study/Worksite Study/Directed Study [No change]
- L. Non-Traditional Work Assignments

1. Non-traditional work assignments consist of non-credit and fractional-credit instruction or training offered to the general public, and instruction or training provided under contract for the benefit of an identifiable group, through the Business and Community Institute (BCI) or other community education programs~~Community and Continuing Education (CCE).~~
2. [No change]
3. [No change].
4. [No change]

7. Modify Article XII, Seat Limits, with the understanding that the College will implement stricter practices in section management.

## ARTICLE XII. SEAT LIMITS

- A. The following seat limits shall apply unless a lower number is dictated by facility limitations or is agreed upon by the parties for other reasons (e.g., pedagogy, safety, etc.). All seat limits in effect immediately prior to ratification of the Agreement, including Online and Hybrid seat limits, will not be changed after ratification except in accordance with Article IX, Participation in Governance.

Division/Department	Course(s)	Seat Limit
<b>Arts &amp; Sciences</b>		
Business & Economics	All Courses (unless noted below)	35
	ACCG 220, 221, 230, 231, 240, 241, 250, 260, 271, 280 and 290	25
	<u>MGMT335</u>	<u>30</u>
Center for Transitional Learning	All Courses (unless noted below)	35
	English as a Second Language	20
	NCEL	25
	<u>READ 114, 115</u>	20
	<u>READ 007, 114, 116, 165, 175</u> <u>160, 170</u>	25
	<u>ACAD</u>	<u>20</u>
	Student Development	20
	Writing (below WRIT 117)	20
	Lab courses – ESOL, READ, WRIT	12



Communication, Media & the Arts	All Courses (unless noted below)	35
	Foreign Language	25
	Sign Language (unless noted below)	25
	SIGN 250, <del>260, 261</del> , 264, 265	35
	<u>SIGN 260, 261</u>	<u>72</u>
	Speech	25
English	All Courses (unless noted below)	35
	English (unless noted below)	30
	ENGL 122 and 132	25
	Writing (WRIT 117 & higher)	<u>2523</u>
Math & Computer Science	All Courses (unless noted below)	35
	MATH 050, 107, 112	30
	Learning Lab	25
	MATH 045, 114, 115, 117, 119, 161, 162	30
	MATH 001, 118, 130, 201, 202	25
	All CPSC & STAT	25
Science	All Courses (unless noted below)	30
	Geography	35
Social Science & Humanities	All Courses	35
<b>Health &amp; Human Services</b>		
Allied Health & Human Services	All Courses (unless noted below)	40
	All CHDV	35
Community Health & Nursing	NURS	32
	All CHSE	40
	EMT Academies	40
	All PARA	40
Physical Fitness & Wellness (excluding Total Fitness)	All Courses	35
	<u>MASG (all courses)</u>	<u>24</u>
<b>Technical Careers</b>	All Courses (unless noted below)	35
	ELTE 110 (self-paced labs)	110
	<u>Welding (Labs)</u>	<u>15</u>
	<u>WELD 125</u>	<u>20</u>
CITP/CITS	All Courses	22
Police & Fire Academies		40
	<u>Architecture (all courses)</u>	<u>30</u>
<del>Extended Learning &amp; Professional Studies</del> <u>Continuing Education</u>		
Continuing Education	All Courses	60

B. Seat limits for Learning Communities (Article XI) [No change]

C. Over-Enrolled and Under-Enrolled Sections

1. Sections may be taught with up to two (2) students over the established seat limit (determined as of the day after the end of the fifty percent (50%) refund period for the section) if the over-enrollment is the result of a documented error of the College as confirmed by the Provost's office and the over-enrollment is not otherwise prohibited by the Fire Marshall or instructional facility limitations. In the event of over-enrollment due to a documented error of the College, the faculty member will be eligible for an over- enrolled

class stipend as described in Article XXI, Professional Compensation Section G.

2. Before cancelling a class section with low enrollment, the College may offer faculty members the opportunity to teach the class on a reduced pay basis as described in Article XXI, Section G (with the first offer made to the member assigned to the section).

D. Secondary Education Classes [No change]

Modify Article XIII, Employment Practices, to read as follows:

A. Probationary Contracts

- ~~1. A bargaining unit member who has not achieved Continuing Contract or Associate Continuing Contract status with respect to a designation (i.e., Teaching Faculty or Academic Professional) will be issued a probationary contract for that designation for each academic year the member is employed until achieving continuing contract status with respect to that designation.~~

1. A full-time bargaining unit member on ~~such~~ a probationary contract shall be notified in writing by February 15 if the member is not to be offered a contract for the next academic year.
2. Non-renewal of a probationary contract shall not be subject to any just cause provision of this Agreement and shall not be grievable.

B. Temporary, Interim and Provisional Contracts [No change]

C. Continuing Contracts [No change from current language]

D. Full-time Teaching Faculty members will be assigned the status of:

- ~~1. Full-time Teaching Faculty members will be assigned the status of:~~
  - ~~a. Full-time Assistant Professor~~
  - ~~b. Full-time Professor~~

~~Changes in status are not automatic. A request for change in status shall be submitted no earlier than the fifth semester of employment as a Full-time Assistant Professor, but not later than December 23 of any year to become effective at the beginning of the subsequent academic year, as outlined below.~~

1. Assistant Professor

- a. All full-time Teaching Faculty in the bargaining unit are employed as full-time Assistant Professors until achieving the status of full-time Professor. Full-time Assistant Professors are considered probationary and employed at-will.

- b. Full-time Assistant Professors shall be assigned courses and/or other professional work constituting a full-time workload each semester (Fall and Spring), if available in a discipline in which the Full-time Assistant Professor is qualified. Full-time Assistant Professors may be assigned

additional professional work, subject to limits contained in this Agreement. Full-time Assistant Professors have priority over part-time Teaching Faculty in receiving work assignments to fill their mandatory workload, provided they are determined by the College to be well-qualified to satisfactorily teach available courses.

2. Full-time Professor [Transitional language eliminated and standards and process for change in status have been moved to Article XIV Sections E and F]

~~— All full time Teaching Faculty who have achieved Continuing Contract status as of the end of the 2011-2012 academic year will be classified as full time Professor.~~

~~— Beginning with the 2012-13 academic year, a full time Assistant Professor who believes he/she is qualified for the status of full time Professor may submit a completed application to the Department Administrator or designee and to Human Resources Department. A full time Assistant Professor is eligible for consideration only if he/she satisfies the criteria listed in subsection c.1) through c.6) of this provision. The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made pursuant to subsections c.7) and c.8) of this provision.~~

~~— The criteria for status as full time Professor are:-~~

- ~~(a) — The member has not been denied full time Professor status within the last twelve (12) months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence of the Provost or designee;~~
- ~~a. — Attainment of at least the degree then required for hire into the job title in which the faculty member is working;~~
- ~~b. — Satisfactory completion of three (3) academic years of work as a full time Assistant Professor teaching courses and/or other professional work;~~
- ~~c. — Satisfactorily working a cumulative total of ninety six (96) workload hours at the College, at least half of which must have been in (or transferred by reorganization to) the member's current department;~~
- ~~d. — Successful completion of the twelve (12) week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE). During the 2012-13 academic year only, this requirement shall not bar consideration of a member, but any status change awarded shall be conditional upon the member satisfying this requirement not later than May 16, 2014, and shall be revoked on that date if the requirement is not satisfied;~~

- ~~e. Successful completion of an additional sixteen (16) hours of approved professional development activities. The professional development should be diverse and have a focus on scholarly activities and leadership. This may include other CTE Workshops or the equivalent professional development activities of like value. The sixteen (16) hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;~~
- ~~f. Completion of a department peer review resulting in recommendation for status change by the Peer Review Committee, based on the following criteria:
  - ~~a. Effectiveness in performing assigned work and achieving student success goals;~~
  - ~~b. Professional development;~~
  - ~~c. Participation in departmental leadership and/or other professional responsibilities;~~
  - ~~d. College and/or community service activities;~~
  - ~~e. Scholarly activities and leadership;~~
  - ~~f. Other performance-related considerations.~~~~

~~This Peer Review Committee shall consist of three (3) to five (5) non-probationary Teaching Faculty members selected in accordance with standards established by mutual agreement of the College and the Association;~~

~~8. Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within thirty (30) calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.~~

- a. Full-time Professors are non-probationary and shall be granted Continuing Contract status.
- b. Full-time Professors shall be assigned courses and/or other professional work constituting a full-time workload each semester (Fall and Spring), if available in a discipline in which the full-time Professor is qualified. Full-time Professors may be assigned additional professional work, subject to limits contained in this agreement. Full-time Professors have priority over full-time Assistant Professors and part-time Teaching Faculty in receiving work assignments to fill their mandatory workload, provided they are determined by the College to be well-qualified to satisfactorily teach available courses.

E. Part-time Teaching Faculty will be assigned the status of:

~~1. Part-time Teaching Faculty members will be assigned the status of:~~

- ~~a. Adjunct Instructor~~
- ~~b. Adjunct Associate Professor~~
- ~~c. Adjunct Professor~~

~~Changes in status are not automatic. An application for change in status shall be submitted not later than December 23 to become effective at the beginning of the subsequent academic year, as outlined below.~~

1. Adjunct Instructor

All part-time Teaching Faculty in the bargaining unit are Adjunct Instructors until achieving the status of Adjunct Associate Professor. Adjunct Instructors are considered probationary and employed at-will, with no assurance of receiving work assignments.

2. Adjunct Associate Professor [Transitional language has been eliminated and standards and process for change in status have been moved to Article XIV Sections E and F in same fashion as for Full-time Professor.]

a. Adjunct Associate Professors are non-probationary and shall be granted Associate Continuing Contract status.

b. Adjunct Associate Professors shall be offered one or more available course(s) totaling at least three workload hours per semester (Fall and Spring), provided the member is determined by the College to be well-qualified to satisfactorily teach the course and the course is not otherwise assigned to a full-time Teaching Faculty member or to an Adjunct Professor to fill their required workload.

3. Adjunct Professor [Transitional language has been eliminated and standards and process for change in status have been moved to Article Sections E and F.]

a. An Adjunct Professor is non-probationary and shall hold Associate Continuing Contract status.

b. Adjunct Professor status is intended to recognize and reward the College's highly effective and highly committed Adjunct Associate Professors. Adjunct Professor status is for a term of five (5) consecutive academic years. Not later than June 30 of the fourth year of such term, the member may apply for renewal of the Adjunct Professor status during the last year of his/her five (5) year term. A member who is reappointed will continue with adjunct professor status for another term of five (5) consecutive academic years commencing at the end of the original term if a position is available. A member who is not reappointed as Adjunct Professor reverts to Adjunct Associate Professor status.

c. Adjunct Professor status will be lost if the employment relationship/seniority is terminated, if the member suffers loss

of seniority under Section L. of this Article, if the member voluntarily surrenders the status, or if the status is lost for just cause.

d. An Adjunct Professor shall be assigned courses totaling twelve (12) workload hours per semester (Fall and Spring), and/or other professional work (such as committee work and other leadership assignment), if available in a discipline in which the Adjunct Professor is well-qualified. An Adjunct Professor may be assigned additional teaching assignments and other professional work, subject to the limits in the Fall and Spring workload schedule set forth in Article XI. Workload.

e. An Adjunct Professor shall be offered at least one (1) available course in the Professor's department during Summer semester provided the member is determined by the College to be well-qualified to satisfactorily teach the course and the course is not otherwise assigned to a full-time Teaching Faculty member as part of the member's full-time teaching load.

~~b.f.~~ The number of vacant Adjunct Professor positions in each program/department shall be determined through the Program/Department Operating Plans process described in Article IX.B. If the Association is dissatisfied with the number of positions opened for any academic year, it may require a meeting with College representatives to discuss the circumstances and explore the alternatives in an effort to reach agreement on the number of positions.

~~E. The process for promotion to Adjunct Professor shall be implemented no later than the 1st of October following ratification to this Agreement.~~

~~a. During the academic year of implementation, the College shall open a minimum of thirty (30) Adjunct Professor positions for application.~~

~~b. During each subsequent academic year, the College shall open a minimum of thirty (30) Adjunct Professor positions for application until the number of Adjunct Professor positions is at least equal to ten percent (10%) of the number of part time Teaching Faculty (exclusive of full-time faculty teaching overload or summer courses) who taught at the College during the preceding academic year.~~



~~e. Thereafter, the College shall open a sufficient number of positions each academic year to maintain the minimum ten percent (10%) Level.~~

~~d. Vacant positions shall be allocated annually to academic departments by agreement of the Deans, after taking into consideration the qualifications and recommendations received from each department.~~

F. Full-time Academic Professional Faculty will be assigned status as follows:  
[Transitional language has been eliminated and standards and process for  
change in status have been moved to Article Sections E and F.]

~~M. Full-time Academic Professional Faculty will be assigned status as:~~

~~a. Probationary Academic Professional~~

~~b. Continuing Contract Academic Professional~~

~~Changes in status are not automatic. An application for a change in status shall be submitted as outlined below, at least one (1) full semester prior to the beginning of the semester when the change is requested to become effective.~~

1. Probationary Academic Professional Faculty

All full-time Academic Professional faculty members are Probationary Academic Professional until achieving the status of Continuing Contract Academic Professional. Probationary Academic Professionals are employed at- will.

2. Continuing Contract Academic Professional Faculty

Continuing Contract Academic Professionals are non-probationary and shall be granted Continuing Contract status.

3. Full-time Academic Professional Faculty shall be assigned a full-time workload during each academic year, in a discipline in which the member is qualified, if available. Full-time Academic Professional Faculty may be assigned additional professional work, subject to limits contained in this Agreement. Within their classification, Continuing Contract Academic Professionals have priority over Probationary Academic Professionals and Part-time Academic Professional faculty members in receiving work assignments to fill their workload, provided they are determined by the College to be well-qualified to satisfactorily perform the required work.

- G. Part-time Academic Professional Faculty shall be assigned status as:  
[Transitional language has been eliminated and standards and process for change in status have been moved to Article Sections E and F.]
- ~~a. Part-time Academic Professional Faculty members shall be assigned status as:~~
  - ~~b.—~~
  - ~~c. Probationary Associate Academic Professional~~
  - ~~d.—~~
  - ~~e. Associate Continuing Contract Academic Professional~~
  - ~~f.—~~
  - ~~g.a. Changes in status are not automatic. An application for a change in status shall be submitted as outlined below at least one (1) full semester prior to the beginning of the semester when the change is requested to become effective.~~

1. Probationary Associate Academic Professional

All part-time Academic Professional Faculty in the bargaining unit are Probationary Associate Academic Professional until achieving the status of Associate Continuing Contract Academic Professional. Probationary Associate Academic Professionals are employed at-will, with no assurance of receiving work assignments.

2. Associate Continuing Contract Academic Professional

Associate Continuing Contract Academic Professionals are non-probationary and shall be granted Associate Continuing Contract status.

H. General provisions

1. Current full- and part-time bargaining unit members will be utilized to fill work assignments whenever possible, provided the College determines they are available and well-qualified to satisfactorily perform the required work. The College will not arbitrarily and capriciously hire new bargaining unit members if doing so would unduly limit the workload priorities of current bargaining unit members under this Article, and will not use other college employees who lack associate continuing contract status to teach a course if doing so would result in a well-qualified adjunct associate professor or adjunct professor not being offered workload as provided in other sections of this article.
2. [No change]
3. [No change]
4. [No change]
5. [No change]

6. [No change]
7. For the purposes of this Article, "determined by the College to be well-qualified to satisfactorily teach/perform" means that a bargaining unit member:
  - a. Has demonstrated, based on academic record or past experience, that he/she has satisfactory content knowledge to achieve the established outcomes for the required work, and
  - b. Has demonstrated, based on relevant factors, including student, peer, and/or administrative evaluations as applicable under Article XIV Faculty Performance Reviews and Professional Development, that the member has pedagogical skills and abilities at or above the median for the member's classification in his/her department/program. Student feedback and/or student evaluation data shall not be used as the sole factor in this determination.

The initial determination shall be made by the supervising administrator over the required work. In the event a bargaining unit member disagrees with a determination that the member is not "well-qualified to satisfactorily teach/perform," the member may submit a written appeal to the Dean or designee detailing the basis for the disagreement. The Dean or designee shall make the final determination. After being determined to be "well-qualified to satisfactorily teach/perform" in a department/ program, a bargaining unit member shall not lose that determination solely due to passage of time since working in the department/program, and shall not lose that status without being informed at least 30 days before the change in status impacts work assignments.

8. [No change]
9. [No change]
10. [No change]
- I. [No change]
- J. Multiple Work Assignments
  1. Bargaining unit members may be offered and accept work throughout the College with different job titles. The various jobs will be identified and compensated accordingly pursuant to the appropriate contract. Each additional job title position will be treated as a new and separate contract for purposes of this Agreement, except that a position that has been moved from one department to another without significant modification will not be treated as a new and separate contract for the incumbent for purposes of setting his or her pay rate.

2. Work performed in Teaching Faculty assignments will only be credited toward satisfaction of the criteria for Teaching Faculty status. Work performed in Academic Professional assignments will only be credited toward satisfaction of the criteria for Academic Professional status.

K. [No change]

L. Loss of Seniority

1. An employee's seniority and his/her employment relationship within the bargaining unit shall automatically terminate for any of the following reasons:

a. [No change]

b. [No change]

- c. If the employee on layoff status fails to contact the Employer within ~~fourteen (14)~~ thirty (30) days after being notified of recall, or fails to report for work as scheduled following notification of recall, in the absence of extenuating circumstances;

d. – h. [No change]

8. Modify Article XIV, Sections A through D, to provide as follows:

#### **ARTICLE XIV. FACULTY PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT**

- A. The purpose of faculty performance reviews and professional development is to establish a continuous improvement process focused on improving service and student learning outcomes while supporting professional growth on a systematic basis.

B. Periodic ~~Performance~~ Reviews

1. ~~Beginning not later than the 2013-14 academic year, fThe College will conduct~~faculty members will be given periodic ~~performance~~ reviews of faculty members according to the following schedule:

Status	Maximum Time Until Periodic Review
Probationary Full-Time Teaching Faculty	Annual
Probationary Full-Time Academic Professional	Annual
Probationary Part-Time Teaching Faculty	Within first 24 workload hours and each 40 workload hours thereafter
Probationary Part-Time Academic Professional	Within first 1,000 clock hours and each 1,000 clock hours thereafter
Continuing Contract Full-Time Teaching Faculty	Every <del>4</del> <u>6</u> th academic year after achieving Continuing Contract status

Continuing Contract Full-Time Academic Professional	Every 4 <del>6</del> <sup>6</sup> th academic year after achieving Continuing Contract status
Associate Continuing Contract Part-Time Teaching Faculty	Every 4 <del>6</del> <sup>6</sup> th academic year after achieving Associate Continuing Contract status
Associate Continuing Contract Part-Time Academic Professional	Every 4 <del>6</del> <sup>6</sup> th academic year after achieving Associate Continuing Contract status

The ~~Human Resources Department~~College will establish a rotating schedule for periodic performance reviews of post-probationary bargaining unit members. Members scheduled for a periodic review will be so advised no later than August 30 of the academic year for which the review is scheduled. If a periodic review cannot be completed (e.g., because the member is on leave of absence or layoff, etc.), it will be rescheduled for the following academic year.

2. Periodic ~~performance~~ reviews will address professional development activities and plans; performance of professional responsibilities (as summarized in Article VIII.); adherence to professional standards and codes of ethics if applicable; relationships with peers and students; and other work-related criteria. At a minimum, periodic performance reviews will be based on the following components if they are available. ~~Components that are not available at the time of the periodic performance review will not be considered.~~

- a. Administrator Performance Assessment. Each faculty member's performance will be periodically reviewed by the supervising administrator or responsible Dean or an appropriately trained designee. As part of the review, the supervising administrator or designee will observe the faculty members classroom/workplace performance for a minimum of one hour on at least one day during the academic year for which the review is scheduled. A second observation will be conducted if requested by the administrator or the faculty member. The faculty member will be given at least seven days' notice of each such observation period.

~~Self Assessment. As part of the periodic performance review, the faculty member being reviewed will write a self-assessment concerning the strengths and weaknesses of the faculty member's performance and will describe any plans for improvement. The self-assessment should include a written professional portfolio describing, at a minimum: curriculum vitae, participation in activities for professional growth, new teaching/learning/service methods adopted, statement of teaching/learning/service philosophy, and professional goals including any resources needed to achieve the goals. The faculty member will submit the self-assessment to the responsible Dean at least one (1) week prior to~~

~~the meeting scheduled to discuss the periodic performance review.~~

- b. Student/Client Feedback. Written feedback about each faculty member's performance will be obtained from students and other clients of faculty services at least annually and may be sought more often at the ~~Administration's~~College's discretion. Data or comments extracted from responses will be shared with the faculty member before they are used for purposes of periodic performance reviews. Student/client feedback data will not be used as the sole source of information for periodic performance reviews.
- c. Peer performance assessment. Each faculty member's performance will be periodically reviewed by one ~~or more peers~~ identified as follows:

Classification	Reviewing Peers
Teaching Faculty	Post-probationary Teaching Faculty with expertise in the member's discipline <u>if possible</u>
Lab Instructor	Post-probationary Teaching Faculty with expertise in the member's discipline <u>if possible</u> (including but not limited to the Faculty of Record in relevant courses)
Lab Assistant	Post-probationary Teaching Faculty with expertise in the member's discipline <u>if possible</u> (including but not limited to the Faculty of Record in relevant courses)
Professional Tutor	Post-probationary Professional Tutors
Librarian	Post-probationary Librarians
Licensed Professional Counselor	Post-probationary Licensed Professional Counselors
Academic Advisor	Post-probationary Academic Advisors
Teaching Clinician	Post-probationary Teaching faculty with expertise in the member's discipline <u>if possible</u>
Supplemental Instruction Leader	Post-probationary Teaching faculty with expertise in the member's discipline <u>if possible</u>
Sign Language Interpreters	Post-probationary Sign Language Interpreters

The reviewing peers will be selected from faculty who volunteer or are nominated by other members of the faculty member's department. The faculty member being reviewed may request that an alternate be assigned for legitimate reason. Whenever possible, the reviewing peer will be selected from those who are appropriately trained to perform peer performance assessments.



The reviewing peer(s) will observe the faculty member's classroom/workplace performance for a minimum of one (1) hour on at least ~~two~~one (2)1 different days during the academic year for which the review is scheduled period. A second observation will be conducted if requested by the reviewing peer or the faculty member. The faculty member will be given at least seven (7) days' notice of each such observation. After each observation, the reviewing peer(s) will ~~write reports concerning document~~ the strengths and weaknesses of the faculty member's performance, ~~and will describe any recommendations for improvement, and will meet with the faculty member to discuss the observations and recommendations.~~ ~~The reviewing peer(s) will deliver copies of such reports to the responsible Dean for incorporation in the periodic performance review. The reviewing peers will be nominated by other members of the faculty member's department, provided the Dean may reject any nominee who has failed to diligently perform these assessment duties when assigned in the past; and the Dean will impose reasonable limits on the number of peers reviewing any individual. Whenever possible, nominees will be restricted to faculty members who are appropriately trained to perform peer performance assessments.~~

- d. Self-Assessment. As part of the periodic performance review, the faculty member being reviewed will write a self-assessment concerning the strengths and weaknesses of the faculty member's performance and will describe any professional growth activities during the review period and any plans for future professional growth activities improvement. The faculty member will submit the self-assessment, along with an updated curriculum vitae, to the responsible administrator at least one week prior to the meeting scheduled to discuss the comprehensive report. ~~The self assessment should include a written professional portfolio describing, at a minimum: curriculum vitae, participation in activities for professional growth, new teaching/learning/service methods adopted, statement of teaching/learning/service philosophy, and professional goals including any resources needed to achieve the goals. The faculty member will submit the self-assessment to the responsible Dean at least one (1) week prior to the meeting scheduled to discuss the periodic performance review.~~

- a. ~~Administrator Performance Assessment. Each faculty member's performance will be periodically reviewed by the responsible Dean or an appropriately trained designee. The reviewing Dean or designee will observe the faculty member's classroom/workplace performance for a minimum of one hour on at least two (2) different days during the review period. The~~

~~faculty member will be given at least seven (7) days' notice of each such observation. After the observations, the reviewing Dean or designee will write reports concerning the strengths and weaknesses of the faculty member's performance and will describe any recommendations for improvement.~~

3. Comprehensive report. After taking into consideration all available components described above, the responsible ~~Dean or appropriately trained designee~~administrator will prepare a comprehensive written ~~periodic performance review report~~ summarizing the relevant information and ~~reports~~observations. The ~~Dean or appropriately trained designee~~administrator will then meet with the faculty member to present and discuss the summarized peer performance assessments, the administrator performance assessment, the self-assessment and the student/client feedback, and any recommendations for improvement (which may be modified based on the discussion). Such discussions will be conducted confidentially. Only those persons with a legitimate need to know will have access to the review materials or to the ~~periodic performance review~~comprehensive report prepared by the ~~Dean or appropriately trained designee~~administrator. If a member disagrees with any of the information contained in the ~~review~~comprehensive report or the supporting materials, the member may submit a written explanation ~~or rebuttal~~, which will become part of the periodic performance review file ~~in the member's personnel file~~.
4. Periodic performance reviews for members in secondary education assignments will be conducted in accordance with this section or in accordance with processes and standards established by applicable law or regulation, whichever is more rigorous.

#### C. Ad Hoc Performance Reviews

A ~~Dean or appropriately trained designee~~supervising administrator may conduct an ad hoc performance review ~~any time significantly weak or unsatisfactory performance is detected~~. An ad hoc performance review may be based on peer observation, administrator observation, ~~and/or~~ student/client feedback and/or other performance-related data. The responsible ~~Dean or appropriately trained designee~~administrator will meet with the faculty member to present and discuss a report on any documented weak or unsatisfactory performance and any recommendations for improvement (which may be modified based on the discussion). Such discussions will be conducted confidentially. Only those persons with a legitimate need to know will have access to the review materials or to the report prepared by the ~~Dean or appropriately trained designee~~supervising administrator. If a member disagrees with any of the information contained in the review materials, the member may submit a written explanation ~~or rebuttal~~, which will become part of the performance review file ~~in the member's personnel~~.

file.

D. Improvement and Correction of Performance Problems

1. If a problem is identified and documented during a performance review of a probationary faculty member, the member will be informed of the problem and a written Individual Improvement Plan (IIP) may be prepared to identify actions the member must take as well as actions the College will take to support the member's efforts to improve. The faculty member will cooperate in establishing any such IIP and, to the extent practicable, the IIP will include objective and measurable standards and goals.~~If it appears likely that mentoring will be of substantial benefit in solving the problem(s),~~  
~~†The Dean or designee supervising administrator may assign a~~ will identify another faculty member to mentor and to assist the probationary faculty member. Nothing contained in this Agreement changes the at-will nature of the employment of probationary members.
2. Where performance of a member with continuing contract status is significantly weak and/or has not been improved despite past efforts, an Individual Improvement Plan (IIP) will be prepared. The IIP will include actions the faculty member must take as well as actions the College will take to support the faculty member's efforts to improve. The faculty member will cooperate in establishing any such IIP and, to the extent practicable, the IIP will include objective and measurable standards and goals.~~If it appears likely that mentoring will be of substantial benefit in solving the problem(s),~~  
~~†The Dean or designee supervising administrator will identify another faculty member to~~ may assign a mentor and to assist the faculty member covered by the IIP.
3. Where a continuing contract member's performance is significantly weak and/or has not been improved despite the member being given an individual improvement plan, further corrective action may be taken, including but not limited to action under the progressive discipline process.
4. Nothing contained in this section restricts the College's right to take corrective action based on unacceptable conduct.
5. The College will notify the MAHE President when a faculty member is given a performance rating of unsatisfactory.

E. Change in Status Reviews

1. Change in Status is not automatic. A bargaining unit member must successfully complete the Change in Status process to:

- a. Achieve continuing contract status;
- b. Achieve associate continuing contract status; or
- c. Achieve promotion to Adjunct Professor.

1.2. The Change in Status review is intended as an intensive examination of the qualifications and accomplishments of ~~faculty~~bargaining unit members for purposes of assessing readiness for continuing contract status or adjunct professor status based on the following criteria:

- a. Effectiveness in performing assigned work and achieving student success goals;
- b. Professional development;
- c. Participation in departmental leadership and/or other professional responsibilities;
- d. College and/or community service activities;
- e. Scholarly activities and leadership;
- f. Other performance-related considerations.

2.3. No later than January 31, the College will notify each department/program of any College-wide timelines and deadlines for the Change in Status process.

3.4. No later than March 31, each department/program will establish as part of its Operating Plan the application, information and documentation (including but not limited to the items listed in Section H(1)) to be submitted by the applicant to the Peer Review Committee and the timeline for submission of such materials.

4.5. No later than June 30, a faculty member who currently satisfies the criteria for consideration for Change in Status described in Article XIII or will satisfy those criteria by December 23 may apply for Change in Status by submitting the required application and any materials required to be submitted by that date.

5.6. Not later than the beginning of Fall semester, the College will determine if the faculty member currently satisfies the requirements for change in status or is on track to satisfy the requirements by December 23 of the current calendar year, and will notify the member of its determination. A member who has applied for Change in Status and is determined to currently satisfy the requirements for Change in Status or to be on track to satisfy the requirements by December 23 will be removed from the periodic performance review schedule for the coming academic year and placed on the Change in Status review schedule.

6.7. The Change in Status review will involve consideration of the member by the member's Supervising Administrator and a Peer Review Committee made up of three (3) to five (5) non-probationary bargaining unit members selected in accordance with standards established by mutual agreement of the College and the Association.

- 7.8. The Change in Status review will include each of the following steps, all of which must be completed not later than **two weeks after** the end of Spring semester:
- a. The Supervising Administrator and the Peer Review Committee will, at a minimum, independently review the member's
    - 1) available work record and performance information, including Periodic Performance Reviews from the most recent 5 years;
    - 2) available student/client feedback data
    - 3) available student success data
    - 4) the member's application and any other required information and documentation.
  - b. The Supervising Administrator and at least one member of the Peer Review Committee will independently conduct at least one classroom/workplace observation that complies with the standards contained in Art. XIV, Section B.2.
  - c. The Supervising Administrator and at least one member of the Peer Review Committee will jointly meet with the bargaining unit member to discuss the bargaining unit member's information, documentation and data.
  - d. After the preceding steps are completed, the Supervising Administrator and the Peer Review Committee will develop recommendations to grant or withhold the requested Change in Status, supported by a written summary explaining the reason(s) for the recommendation, and submit their respective recommendations to the responsible Dean not later than **two weeks prior to the end of the Spring Semester**. The Supervising Administrator and the Peer Review Committee may consult one another or act independently in reaching their recommendations
  - e. After consideration of the recommendations and written summaries, and such other information and documentation as may be deemed significant, the Dean will determine whether or not to grant the requested Change in Status. The Dean will advise the member of the decision in writing within 30 days after receipt of the recommendations and written summaries, and will provide copies of the Dean's decision to the Supervising Administrator and the Review Committee.
9. If the member disagrees with the determination by the Dean, the member may appeal to the Provost, by filing a written appeal with the Provost within 28 calendar days after being informed of the Dean's decision. The Provost will affirm or reverse the Dean's decision, and provide written notice of the Provost's decision to the member, the Supervising Administrator and the Review Committee. The decision of the Provost is final and not subject to appeal.
10. Any approved change in status shall become effective at the beginning of the next academic year.

## F. Standards for Change in Status

### 1. Full-time Teaching Faculty

- a. ~~Beginning with the 2012-13 academic year, a~~ full-time Assistant Professor who believes he/she is qualified for the status of full-time

Professor may submit a completed application to the Department Administrator or designee and to Human Resources Department. A full-time Assistant Professor is eligible for consideration only if he/she satisfies the criteria listed in subsection [eb.1\)](#) through [eb.6\)](#) of this provision. The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made pursuant to subsections [eb.7\)](#) and [eb.8\)](#) of this provision.

b. The criteria for status as full-time Professor are:

- 1) The member has not been denied full-time Professor status within the last twelve (12) months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence of the Provost or designee;
- 2) Attainment of at least the degree then required for hire into the job title in which the faculty member is working;
- 3) Satisfactory completion of three (3) academic years of work as a full-time Assistant Professor teaching courses and/or other professional work;
- 4) Satisfactorily working a cumulative total of ninety-six (96) workload hours at the College, at least half of which must have been in (or transferred by reorganization to) the member's current department;
- 5) Successful completion of the twelve (12) week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE). During the 2012-13 academic year only, this requirement shall not bar consideration of a member, but any status change awarded shall be conditional upon the member satisfying this requirement not later than May 16, 2014, and shall be revoked on that date if the requirement is not satisfied;
- 6) Successful completion of an additional sixteen (16) hours of approved professional development activities. The professional development should be diverse and have a focus on scholarly activities and leadership. This may include other CTE Workshops or the equivalent professional development activities of like value. The sixteen (16) hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;

- 7) Completion of a department peer review resulting in recommendation for status change by the Peer Review Committee, based on the following criteria:
- a. Effectiveness in performing assigned work and achieving student success goals;
  - b. Professional development;
  - c. Participation in departmental leadership and/or other professional responsibilities;
  - d. College and/or community service activities;
  - e. Scholarly activities and leadership;
  - f. Other performance-related considerations.

This Peer Review Committee shall consist of three (3) to five (5) non-probationary Teaching Faculty members selected in accordance with standards established by mutual agreement of the College and the Association;

- 8) Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within thirty (30) calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.

2. Adjunct Associate Professor:

~~a. All part time Teaching Faculty who have achieved Associate Continuing Contract status and have taught at least three workload hours during or since the Fall semester 2009 will be granted status as Adjunct Associate Professor. All part time Teaching Faculty who complete their ninth semester of satisfactory teaching during the Summer 2012 semester or Fall 2012 semester will be granted status as Adjunct Associate Professor the following semester.~~

~~b.~~

~~c.a.~~ Beginning with the 2012-13 academic year, a) An Adjunct Instructor who believes he/she is qualified for the status of Adjunct Associate Professor may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections ~~eb~~.1) through ~~eb~~.4) of this provision. The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department



Administrator. An eligible member's performance will be reviewed and recommendations will be made or withheld pursuant to subsections [eb.5](#)) and [eb.6](#)) of this provision.

~~d.b.~~ The criteria for status as Adjunct Associate Professor are:

- 1) The member has not been denied Adjunct Associate Professor status within the last twelve (12) months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee;
- 2) Satisfactory completion of six (6) semesters of teaching credit courses at the College, at least three (3) of which must have been taught within the previous three (3) academic years;
- 3) Satisfactorily teaching a cumulative total of seventy-two (72) workload hours at the College, at least half of which must have been taught in (or transferred by reorganization to) the member's current department;
- 4) Successful completion of eight (8) hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The eight (8) hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;
- 5) Completion of a department peer review resulting in recommendation for promotion by the Peer Review Committee, based on the following criteria:
  - a. Effectiveness in performing assigned work and achieving student success goals;
  - b. Professional development;
  - c. Participation in departmental and/or other professional responsibilities;
  - d. College and/or community service activities;
  - e. Scholarly activities;
  - f. Other performance related considerations.

This Peer Review Committee shall consist of three (3) to five (5) non-probationary Teaching Faculty members selected in accordance with standards established by mutual agreement of the College and the Association;

- 6) Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within thirty (30) calendar days of

Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.

### 3. Adjunct Professor

- a. An Adjunct Associate Professor who believes he/she is qualified for the status of Adjunct Professor may request consideration by submitting a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections b.1) through b.4) of this provision. The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. If an eligible member has timely submitted a completed application, the member's performance will be reviewed and recommendations will be made or withheld pursuant to subsections b.5) and b.6) of this provision.
- b. The criteria for status as Adjunct Professor are:
  - 1) The member has not been denied Adjunct Professor status within the last twelve (12) months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee.
  - 2) Satisfactory completion of twelve (12) semesters of teaching credit courses at the College, at least three (3) of which must have been taught within the previous three (3) academic years;
  - 3) Satisfactorily teaching a cumulative total of one hundred twenty (120) workload hours at the College, at least half of which must have been taught in (or transferred by reorganization to) the member's current department;
  - 4) Successful completion of the twelve (12) week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE). During the 2012-13 academic year only, this requirement shall not bar consideration of a member, but any status change awarded shall be conditional upon the member satisfying this requirement not later than May 16, 2014, and shall be revoked on that date if the requirement is not satisfied;
  - 5) Completion of a department peer review resulting in recommendation for Adjunct Professor status by the Peer Review Committee, based on the following criteria:

- a) Effectiveness in performing assigned work and achieving student success goals;
- b) Professional development;
- c) Participation in departmental and/or other professional responsibilities;
- d) College and/or community service activities;
- e) Scholarly activities and leadership;
- f) Other performance related considerations.

This Peer Review Committee shall consist of three (3) to five (5) non-probationary teaching faculty members selected in accordance with standards established by mutual agreement of the College and the Association;

- 6) Concurrence in the recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within thirty (30) calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.

#### 4. Continuing Contract Academic Professional Faculty

~~a. All currently employed full time Academic Professional Faculty who have achieved Continuing Contract Status will retain it. Full time Academic Professionals who complete the required 5,160 clock hours by the end of the 2011-12 academic year will be granted status as Continuing Contract Academic Professional at that time.~~

~~b.~~

~~e.a.~~ Beginning with the 2012-13 academic year, a A Probationary Academic Professional who believes he/she is qualified for the status of Continuing Contract Academic Professional may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections eb.1) through eb.5). The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made or withheld pursuant to subsections eb.6) and eb.7) of this provision.

d.b. The criteria for status as Continuing Contract Academic Professional are:

- 1) The member has not been denied Continuing Contract Academic Professional status within the last twelve (12) months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee.
- 2) Attainment of at least the degree then required for hire into the job classification in which the faculty member is working;
- 3) Satisfactory completion of thirty-six (36) months of full-time work at the College as an Academic Professional;
- 4) Satisfactorily working a cumulative total of 5,160 clock hours of work as an Academic Professional at the College within the previous four (4) years, at least half of which must have been performed in (or transferred by reorganization to) the member's current department;
- 5) Successful completion of forty (40) hours of approved professional development activities, which may include, but is not limited to, the twelve (12) week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE) or other CTE workshops. The forty (40) hours of professional development must be approved by the member's immediate supervisor. Thus, members are encouraged to seek pre-approval;
- 6) Completion of a department peer review resulting in recommendation for promotion by the Peer Review Committee, based on the following criteria:
  - a) Effectiveness in performing assigned work and achieving student success goals;
  - b) Professional development;
  - c) Participation in departmental leadership and/or other professional responsibilities;
  - d) College and/or community service activities;
  - e) Scholarly activities and leadership; and
  - f) Other performance related considerations.

The Peer Review Committee shall consist of three (3) to five (5) non-probationary faculty members selected in accordance with

standards established by mutual agreement of the College and the Association;

- 7) Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within thirty (30) calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent semester.

## 5. Associate Continuing Contract Academic Professional

~~a. All part time Academic Professional Faculty who have achieved Associate Continuing Contract status and worked at least 576 clock hours during or since the Fall semester 2009 will be classified as Associate Academic Professional. All part time Academic Professionals who satisfactorily complete their ninth semester of work during the Summer 2012 semester or Fall 2012 semester will be granted status as Associate Continuing Contract Academic Professional the following semester.~~

~~b.a.~~ Beginning with the 2012-13 academic year, a A Probationary Associate Academic Professional who believes he/she is qualified for the status of Associate Continuing Contract Academic Professional may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections eb.1) through eb.4). The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made or withheld pursuant to subsections eb.5) and eb.6) of this provision.

~~e.b.~~ The criteria for Associate Continuing Contract Academic Professional Faculty status are:

- 1) The member has not been denied Associate Continuing Contract Academic Professional status within the previous academic year due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee;
- 2) Attainment of at least the degree then required for hire into the job title in which the faculty member is working;

- 3) Satisfactory completion of thirty-six (36) months of part-time work at the College as an academic professional involving a cumulative total of 2,304 clock hours, at least half of which must have been in (or transferred by reorganization to) the member's current department and at least 576 of which must have been performed within the last three (3) years;
- 4) Successful completion of twenty (20) hours of approved professional development activities, which may include the twelve (12) week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE) or other CTE workshops. The twenty (20) hours of professional development activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek pre-approval;
- 5) Completion of a department peer review resulting in recommendation for promotion by the Peer Review Committee, based on the following criteria:
  - a) Effectiveness in performing assigned work and achieving student success goals;
  - b) Professional development;
  - c) Participation in departmental and/or other professional responsibilities;
  - d) College and/or community service activities;
  - e) Scholarly activities; and
  - f) Other performance related considerations.

This Peer Review Committee shall consist of three (3) to five (5) non-probationary Academic Professional faculty members selected in accordance with standards established by mutual agreement of the College and the Association.

- 6) Concurrence in the recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within thirty (30) calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent semester.

9. Modify Article XVI to provides as follows:

**ARTICLE XVI. LAYOFF AND RECALL OF FULL-TIME  
BARGAINING UNIT MEMBERS**

~~B.A.~~ Alternatives to Layoff

Before making a decision to lay off a full-time member of the bargaining unit, the College will consider other methods of accomplishing staff reduction, such as natural attrition, resignation, retirement, individual or group separation incentives, reassignment, redistribution of workloads (including summer assignments), partial replacement of duties, transfer to a temporary position or a non-bargaining unit position, retraining, reduced service appointment, etc. If the number of full-time positions in the affected program or department exceeds the number of positions to be eliminated, the College will also invite and consider requests for voluntary leaves of absence without pay as an alternative to layoff.

~~C.B.~~ Layoff of Full-Time Teaching Faculty [No change]

~~D.C.~~ Layoff of Full-Time Academic Professionals [No change]

~~E.D.~~ Notice of Layoff [No change]

~~F.E.~~ Rights while on Layoff

1. While on layoff status, a full-time Teaching Faculty member will be treated as a part-time Teaching Faculty member as follows:
  - a. A Full-time Professor on layoff status will be treated as Adjunct Professor
  - b. A Full-time Assistant Professor on layoff status will be treated as Adjunct Instructor, or as such other adjunct position as the member held at the time of becoming a Full-time Assistant Professor.
2. While on layoff status, a full-time Academic Professional member will be treated as a part-time Academic Professional member as follows:
  - a. A Continuing Contract Academic Professional will be treated as Associate Continuing Contract Academic Professional.
  - b. A Probationary Academic Professional will be treated as Associate Continuing Contract Academic Professional if the member held that status at the time of becoming full-time, or will otherwise be treated as Probationary Associate Academic Professional.



3. While on layoff status, full-time continuing contract faculty members shall be eligible for recall to the position from which they were laid off.
4. While on layoff status, the College will automatically consider such laid off member to be a candidate for any vacant bargaining unit position, and such member will be given an opportunity to interview in appropriate circumstances. If the laid-off employee is hired into the vacant position, such hire shall release the College from any further recall obligation.

G.F. Recall [No change]

10. Modify Article XVII to provide as follows:

## **ARTICLE XVII. CONDITIONS OF EMPLOYMENT**

### **A. Personnel Files**

1. Each bargaining unit member may, upon written request, review the contents of his/her own general personnel file, which may not include certain materials that can or must be excluded under applicable law. A representative of the Association may, at the written request of the member, have access to the general personnel file and/or 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 or someone appointed to act in the administrator's behalf. The College will notify the employees of requests for information from their personnel files, in conformance with the Bullard-Plawewski Employee Right to Know Act and the College Employee Personnel Files Policy.
2. No disciplinary report and/or supporting documents will be placed in a bargaining unit member's official personnel file ~~after May 21, 2012,~~ except in accordance with Section C of this Article.
3. [No change]
4. [No change]
5. [No change]

### **B. Complaints [No change]**

### **C. Due Process**

1. Just Cause. Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.
2. Investigatory Interviews. Except in unusual circumstances, a member subject to possible discipline will be interviewed by the Employer prior to a decision being made about whether or not to take disciplinary action. In such cases, the member will ordinarily be informed of the general topic being investigated before being questioned, unless the College determines such notice might be harmful (e.g., if such notice might hinder or undermine a thorough and effective investigation, create a risk of retaliation, etc.). In deciding what, if any, disciplinary action to take, the Employer shall consider the member's prior disciplinary record, including evidence of good or improved behavior. A member shall be accompanied by an Association representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the member, unless the member expressly declines such representation in writing. A member placed on unpaid administrative leave pending investigation shall not remain on such unpaid leave for more than one full payroll period before a Due Process Hearing is offered under section D.3 of this Article.
3. Due Process Hearings. [No change]
4. Progressive and Corrective Discipline [No change]
5. Disciplinary Reports [No change]
6. Special Rules for Members with Multiple Positions [No change]

11. Modify Article XIX, Intellectual Property, to read as follows:

#### **ARTICLE XIX. INTELLECTUAL PROPERTY**

Within 30 days after the effective date of this Agreement, each party will designate representatives to work with the Senior Vice Presidents or their designees (and the College's legal counsel as appropriate) in an effort to develop a mutually agreeable policy on the ownership, use and compensation for use of Intellectual Property developed by faculty members. The parties to the Agreement understand that the issue of Intellectual Property is significant, and the current Board policy language needs additional work before being incorporated into the Agreement. Therefore, the parties have agreed to continue to exchange proposals on the issue of Intellectual Property until an agreement is reached. Once the agreement is reached, the language will be inserted in this Article, and will replace this Article.

12. Modify Article XX to provide a follows:

**ARTICLE XX. BARGAINING UNIT MEMBER SUPPORT**

A. Office Support [No change]

B. Bargaining Unit Member Facilities

1. Bargaining unit members may have unlimited access to their assigned offices, and to vacant work areas and/or classrooms during the normal hours of operation of the College. If bargaining unit members desire access outside normal hours of operation, 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 College official.
2. Use of College-owned computer resources (which also encompass voice/video/data) is a privilege extended by Lansing Community College to faculty members as a tool to promote the College considers necessary to accomplish its 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.

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 one hundred (100) square feet for each full-time bargaining unit member. Such office space will be maintained in a safe manner by the College, and in a clean, orderly, and professional manner by the faculty member.
3. The ~~College immediate supervisor~~ shall strive to assign provide, subject to available resources, reasonable office space, work space or work areas ~~only one (1) part-time bargaining unit member to an office space~~ of approximately fifty (50) square feet for the use of one part-

time faculty member at the samea time. Such office space, work space or work areas will be maintained in a safe manner by the College, and in a clean, orderly, and professional manner by the faculty members.

4. Except in cases of emergency, the College will provide reasonable notice to a faculty member before requiring the member to relocate to a different office. The College will arrange to pack items in the office unless the faculty member elects to do so, and will arrange for the items to be moved.
5. If a bargaining unit member has a specific concern regarding the provisions of this section (other than an immediate safety concern), including changes in assigned or available office space or work areas, that concern shall first be presented to the divisional dean or his/her designeesupervising administrator. 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, MAHE/HR Contract Maintenance, etc.) for consideration at its next meeting.

13. Modify Article XXI, Professional Compensation, to read as follows:

## **ARTICLE XXI. PROFESSIONAL COMPENSATION**

### **A. Full-Time Bargaining Unit Members**

1. Salary Schedule: Except as otherwise provided in this Agreement or as agreed by the College and the Association, full-time bargaining unit members shall be compensated for a full annual base workload as described in Article XI. Sections B., C., and F. in accordance with the appropriate Step of the appropriate column of the salary schedules contained in Appendix B:

B-1	Full-time Teaching Faculty
B-2	Full-time Lab Instructor
B-3	Full-time Lab Assistant
B-4	Full-time Professional Tutor
B-5	Full-time Librarian
B-6	Full-time Licensed Professional Counselor
B-7	Full-time Academic Advisor
B-8	Full-time Teaching Clinician
2. Placement on Schedule: [No change]
3. Advanced Placement. [No change]
4. Step Advancement on the Schedule. Full-time bargaining unit members

will move on the Salary Schedule ~~as follows~~ during the term of this Agreement as provided within the applicable Appendix.

~~a.~~

~~b. A full-time Teaching Faculty member employed during Fall and/or Spring semester of one (1) academic year shall advance to the next Step on the salary schedule at the beginning of the next academic year, except that a member shall not advance beyond Step 11 until the beginning of the next academic year after achieving the status of Professor.~~

~~e.~~

~~d.a. A full-time Academic Professional member shall advance to the next Step on the salary schedule at the beginning of the first full payroll period beginning on or after the member has satisfactorily completed a full year of service in the current position and Step, except that a member shall not advance beyond Step 11 until achieving Continuing Contract Academic Professional status.~~

## B. Part-Time Bargaining Unit Members

1. Salary Schedule. Except as otherwise provided in this Agreement, part-time bargaining unit members shall be compensated in accordance with the appropriate Step of the appropriate column of the compensation schedules contained in Appendix C for all assigned work activities:

C-1	Part-time Teaching Faculty
C-2	Part-time Teaching Clinician
C-3	Part-time Lab Instructor
C-4	Part-time Lab Assistant
C-5	Part-time Professional Tutor
C-6	Part-time Librarian
C-7	Part-time Licensed Professional Counselor
C-8	Part-time Academic Advisor
C-9	Part-time Supplemental Instruction Leader
C-10	Part-time Sign Language Interpreter

For purposes of this Section, “assigned work activities” include assigned work, assigned committee work, mandatory training (e.g., Learning Management System, etc.), mandatory meetings, and important activities in which a member participates when specifically requested to do so (e.g., College graduation ceremony, professional development days, kick-off days, etc).

2. Placement on Schedule: New part-time bargaining unit members will be placed on the appropriate compensation schedule at Step 1 unless the College determines it is necessary to place the individual at an advanced Step in accordance with the subsection on advanced placement.as follows:

- ~~i. A new adjunct Teaching Faculty member will be placed on Step 1.~~
  - ~~ii. A new part time Academic Professional will be placed on the appropriate schedule at Step 1 unless the College determines it is necessary to place the individual at an advanced Step in accordance with the subsection on advanced placement.~~
- 3. Advanced placement. In placing a new part-time bargaining unit member~~Academic Professional~~ on the appropriate compensation schedule, the College may give credit for years of relevant professional experience (including prorated relevant professional experience in a part-time position at LCC or elsewhere). Any credit given shall be at the rate of one (1) Step for each full year of relevant experience, up to a maximum of two (2) steps for part-time Teaching Faculty or Teaching Clinician and four (4) steps for other part-time Academic Professionals~~four (4) Steps~~.
- 4. Step Advancement on the Schedule. Part-time bargaining unit members will move on the Salary Schedule ~~as follows~~ during the term of this Agreement as provided within the applicable appendix:
  - ~~a. \_\_\_\_\_~~
  - ~~b. A part time Teaching Faculty member or a part time Teaching Clinician shall advance to the next Step on the compensation schedule at the beginning of the academic year after achieving Adjunct Associate Professor or Associate Continuing Contract status, respectively. All part time Teaching Faculty who complete their ninth semester of satisfactory teaching during the Fall 2012 semester will be granted status as Adjunct Associate Professor the following semester.~~
  - ~~c. \_\_\_\_\_~~
  - ~~d.a. A part time Academic Professional member (other than a part time Teaching Clinician) shall advance to the next Step on the compensation schedule at the beginning of the first full payroll period beginning on or after the member has satisfactorily completed a full year of service in the current position and Step, except that a member shall not advance beyond Step 7 (Step 11 for Sign Language Interpreters) until achieving Associate Continuing Contract Academic Professional status.~~

C. Credential~~Degree~~ Recognition

- 1. A Teaching Faculty member will be moved to the corresponding column of the appropriate compensation schedule at the member's current ~~S~~step if the member obtains a higher academic degree relevant related to the field in which the member is teaching and the degree is from an accredited institution recognized by the Department of Education. Upon written request of the member or recommendation of the responsible Dean and approval of the Executive Director of Human Resources (whose decision shall be final unless proven to be arbitrary and

capricious), a Teaching Faculty member in the HS, AD or BD salary column may be moved to a higher salary column based on government-recognized certifications or licenses coupled with tested experience related to the field in which the member is teaching. If approved, the The effective date of the compensation adjustment will be the beginning of the semester beginning on or after the date on which the written request has been submitted and the Human Resources Department receives the official transcript showing that the degree or credential has been awarded.

2. ~~As-Because~~ the compensation Level of Academic Professionals is based on the degree, license or certification required to perform the assigned work, an Academic Professional member's pay rate will not change based on obtaining a higher academic degree or additional license or certification.

D. Suspension of Compensation Step Increases. [No change]

E. Overload. Full-time bargaining unit members, as salaried professionals, are expected to perform their annual base workload without additional compensation, even though they are reasonably expected to work more than 40 hours in some weeks as circumstances require. However, when given additional assignments that materially exceed their annual base load, members will be provided overload compensation as follows:

1. Teaching Faculty. If a full-time Teaching Faculty member is given an additional work assignment (i.e., non-teaching assignments or teaching assignments other than non-traditional work assignments under Article XI. Workload, Section L.) that, when added to other assignments, will likely result in the member ~~materially~~ exceeding the applicable annual base load by the equivalent of one clock hour per week ~~(i.e., teaching assignments that exceed the applicable teaching component of base load; or non-teaching assignments that, when added to other assignments, exceed the applicable base load),~~ the supervising administrator ~~assigning Chair or Director~~ will document the assignment and the amount of approved workload-clock hours for the assignment, and provide copies of the document to the member and to the responsible Dean or designee. If such a non-teaching assignment cannot reasonably be completed within the approved hours, the approved hours may be modified by written agreement of the member and the responsible dean or designee. If the approved hours for such additional assignment(s) that are ~~Any part of the approved workload hour for the assignment that is~~ not absorbed in the member's remaining annual base load (e.g., through schedule modifications, teaching load reductions, etc.) total the equivalent of one clock hour or more per week, the unabsorbed additional hours before the end of the Spring Semester ~~will be compensated as overload.~~

- a. Teaching overload assignments will be paid at the applicable



adjunct teaching rate (Appendix C-1) except for a non-traditional teaching assignment under Article XI. Workload, Section L., which will be paid at the applicable market rate.

- b. Non-teaching overload assignments will be paid at the applicable non- teaching adjunct rate (Appendix C-1).
- c. Overload rates for Assistant Professors will be based on the Step 2 Adjunct Instructor rate. Overload rates for Professors will be based on the Step 2 Adjunct Associate Professor rate.

- 2. Academic Professionals. If a full-time Academic Professional is given an additional work assignment (other than non-traditional work assignments under Article XI. Workload, Section L.) that will likely result in the member ~~materially exceeding~~working an extra full day or more beyond the applicable annual base load ~~(i.e., requiring that additional work occur over an extended period of time, resulting in work above a reasonable full time assignment)~~, the ~~assigning Chair or Directors~~supervising administrator will document the assignment and the amount of approved workload credit for the assignment and provide copies of the document to the member and to the responsible Dean or designee. If a non-teaching assignment cannot reasonably be completed within the approved workload hours, the approved workload hours may be modified by written agreement of the member and the responsible dean or designee. Any full day Any part of the approved workload credit for the assignment that is not absorbed in the member's remaining annual base load (e.g., through schedule modifications, etc.) before the end of the academic year will be compensated as overload. ~~Such overload assignments will be compensated~~ at the applicable part-time rate for the work at the member's current ~~S~~step on the pay scale (or the maximum part-time ~~S~~step, if lower).

#### 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 Workload, Section G.1.b ~~substitute teach in an assignment~~ (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 ~~unless the amount of work is not material or is absorbed in the member's remaining annual base load (e.g., through schedule modifications, teaching load reductions, etc.) before the end of the Spring Semester:~~

  - a. Professors who substitute will be paid at the Step 2 Associate Continuing Contract Adjunct Associate Professor Rate reflecting their highest relevant-related degree.

- b. Assistant Professors who substitute will be paid at the Step 2 Probationary Adjunct Instructor Rate reflecting their highest relevant-related degree.
2. Part-time Teaching Faculty members who substitute teach for a full class session in accordance with Article XI Workload, Section G.1.b (other than in a non-traditional teaching assignment under Article XI Workload, Section L; ~~or long term substitution in Article XI Workload, Section G.2~~) will be paid at their established rate. 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-related 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.
4. Payment for completed substitute teaching assignments shall be made on the next full payroll cycle after required documentation is submitted by the faculty member and entered in the payroll system.
- 3-5. Hours paid for substitute teaching under this section will not be considered overload or compensated under Section E of this Article.

G. Over-Enrolled and Under-Enrolled Classes

1. If a course section is above the applicable seat limit (as of the day after the end of the fifty percent (50%) refund period for the section) due to a documented College error, the Teaching Faculty member will be paid a stipend equal to class contact hours multiplied by overload teaching rate multiplied by number of extra students divided by seat limit. Stipends will be paid within thirty (30) days after the end of the fifty percent (50%) refund period.
2. Before cancelling a class section with low enrollment, the College may offer faculty members the opportunity to teach the class on a reduced pay basis (with the first offer made to the member assigned to the section). A faculty member who agrees to teach a class that would otherwise be canceled due to less-than-minimum enrollment will receive seventy-five percent (75%) of the otherwise applicable pay for teaching the class unless enrollment is at or above minimum as of the day after the fifty percent (50%) refund day for that section. Payment for the under-enrolled class will begin with the first full payroll period following the day after the fifty percent (50%) refund day for the section. Classes compensated under this section do not count against

workload limits but are counted for purposes of the annual clock hour limit for part-time faculty.

4.3. Instead of cancelling a class section with low enrollment, the College may assign it to a faculty member at the regular rate of pay, in which case it will count for purposes of applicable workload obligations and limits.

#### H. Market Rates

Market rates are the most cost-efficient pay rates at which highly qualified and desirable employees can be employed on a part-time basis to perform the required work. Market rates may vary from time to time and may be higher, equal to or lower than overload rates or adjunct rates that might otherwise be applicable to faculty members performing the work. Any notice or offer of work that will be compensated at market rates shall state the applicable market rate. Upon request, the Human Resources Department will provide the Association with a written explanation of the basis for any market rate and will disclose the data and data sources upon which the rate is based. The College will consider any relevant information provided by the Association in establishing market rates.

#### I. Red-Circled Rates

1. Members whose salary or pay rate for a position as of the date of ratification of this Agreement is higher than that provided in this Agreement shall continue to receive the higher rate for the work in that position until the expiration of this Agreement or until this Agreement would provide for a higher rate, whichever occurs first.
2. A member employed in a bargaining unit position before the date of ratification of this Agreement who receives no increase in pay rate for that position during an academic year because the member was red-circled above the top Step of the scale prior to the start of the academic year will receive **the following compensation for each academic year in which they receive no other increase in pay rate for the position:**
  - a. An amount equal to 1.5% of the member's earnings from that position during the ~~2012-13~~ academic year, to be paid during August 2013.
  - b. Effective at the start of the first full payroll period of the 2017-18 academic year, the member's base rate shall be increased by 1.5% over the rate in effect during the previous academic year. An amount equal to 1.5% of the member's earnings from that position during the 2013-14 academic year, to be paid during August 2014.

- c. Effective at the start of the first full payroll period of the 2018-19 academic year, the member's base rate shall be increased 1.5% over the rate in effect during the previous academic year. An amount equal to 1.5% of the member's earnings from that position during the 2014-15 academic year, to be paid during August 2015.
- d. An amount equal to 1.50% of the member's earnings from that position during the 2015-16 academic year, to be paid during August 2016.

J. Rate of Pay on Transfer, Interim Assignment or Reclassification

1. In the event of a reclassification or interim assignment that results in movement to a bargaining unit position with a higher pay Level, the employee will be placed at the Step in the new classification having the rate that is closest to the average of the rate for the employee's former Level and Step and the rate for the same Step in the new Level. The rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the reclassification or interim assignment. Subsequent increases will be based on time in the new classification and Step.
2. In the event of an interim assignment that results in movement to a position with a lower pay Level, the employee's pay rate will be the same as if the assignment had not been made (i.e., will continue to receive applicable Step increases in the regular classification).
3. In the event of an involuntary transfer or reclassification that results in movement to a position in this bargaining unit with a lower pay Level, the employee will suffer no reduction in pay, unless otherwise agreed by the employee. Any such pay rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the transfer or reclassification prior to the end of the next semester, at which time employee will continue to be paid at the lesser of the employee's rate of pay in the previous position or at the highest rate in the lower pay level.
4. A member who becomes a member of another bargaining unit as a result of transfer or reclassification will be compensated in accordance with that unit's collective bargaining agreement unless otherwise agreed in writing, and will be subject to other terms and conditions of employment consistent with the applicable collective bargaining agreement.

K. Compensation Protection

1. The compensation of a part-time Teaching Faculty shall not be reduced after the applicable fifty percent (50%) refund date due to student absences from an assigned class, provided the member shall devote any resulting free time to work for the College.

2. If a faculty member's schedule for a given day is changed by the College and the faculty member is not notified of the change due to College error, the faculty member shall not lose compensation for that day due to the error, provided the member shall devote the originally scheduled time to work for the College if work is available.

L. Effective date of rate changes

All pay rate changes shall be effective at the start of the first full payroll period beginning on or after the event giving rise to the increase.

14. Modify Article XXII, Section K. Tuition Waivers, as follows, and enter into a Letter of Agreement on special circumstances:

K. Tuition Waivers to Lansing Community College

1. Full-time Bargaining Unit Members

[No change]

2. Part-time Bargaining Unit Members

a. Probationary part-time members will be granted twelve (12) tuition credit hours at the end of a semester in which the member taught at least three (3) credit hours or worked ninety-six (96) or more clock hours (or the equivalent mix) during the semester.

b. Associate Continuing Contract members will be granted sixteen (16) tuition credit hours at the end of a semester in which the member taught at least three (3) credit hours or worked ninety-six (96) or more clock hours (or the equivalent mix) during the semester. An Associate Continuing Contract member may allow the member's current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, to use such credits.

c. Tuition waiver credits may be used within one (1) year after they are granted, except as provided in subsection 3.

d. Use of tuition credits by a member will not interfere or conflict with the member's work assignments.

3. Unapplied tuition waivers expire immediately upon termination of employment and may not be used thereafter.

Enter into a Letter of Agreement providing:

Notwithstanding the limitations contained in Article XXII, Section K, Teaching Faculty on unpaid leave of absence to pursue an approved plan to acquire additional courses/degrees required to satisfy Higher Learning Commission minimum requirements for their positions may continue to use tuition waiver benefits during such leave.

As a condition of such use, faculty members agree to reimburse the College for any tuition benefit used if she or he does not return to teaching at LCC for a period equal to the duration of the leave of absence or one full academic year, whichever is greater.

15. Modify Article XXIII, Employee Leaves, to provide as follows:

### **ARTICLE XXIII. EMPLOYEE LEAVES**

#### **A. Paid Sick Leave**

##### **1. Full-time bargaining unit members Credit and Accrual of Sick Leave**

- a. Full-time bargaining unit members with a 173-day contract shall be credited with 3-363.51 hours of Sick Leave for each of the first 22 bi-weekly payroll periods in which the member actively performs his or her assigned duties during each academic year.
- b. Full-time bargaining unit members with a 204-day or 215-daylonger contract shall be credited with 3.69 hours of Sick Leave for each bi-weekly payroll period in which the member actively performs his or her assigned duties during the academic year.
- c. Full-time bargaining unit members who work beyond their contract (i.e., summer assignments for full-time teaching faculty or extra work days for full-time Academic Professionals) shall be credited with 0.04 hours of Sick Leave for each clock hour of such non-teaching extra work and 0.08 hours of Sick Leave for each teaching contact hour of such extra work performed by the member.
- d. Maximum accrual of Sick Leave for full-time bargaining unit members shall be 96 hours per academic years or a cumulative total of 1200 hours.

##### **2. Part-time bargaining Unit Members Credit and Accrual of Sick Leave**

- a. Part-time bargaining unit members shall be credited with:
  - 1) 0.04 hour of Sick Leave for each clock hour assigned and worked.

- 2) 0.08 hour of Sick Leave for each contact hour assigned and worked.
  - b. Maximum accrual of Sick Leave for part-time bargaining unit members shall be ~~386~~450 hours.
3. MAHE Sick Leave Bank [No change]
  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 hours for all time missed from other scheduled obligations (e.g., office hours, 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 but missing two 20 minute meetings will result in a draw of one hour. Missing the class, the appointment and the two meetings on the same day would result in a draw of four hours.~~A teaching assignment will draw 2.0 hours sick leave for each full or partial contact hour or other scheduled obligation (e.g., office hours, program or department meetings, appointments, etc.) missed.~~
  - b. A clock hour assignment will draw 1.0 hour sick leave for each full or partial clock hour missed.
  - c. A member shall not draw accumulated sick leave in excess of the member's credited and accrued benefit and shall not draw sick leave bank benefits if there is not a positive balance remaining in the sick leave bank at the time.
5. Approved purposes and limits for use of Accumulated Sick Leave
    - a. All bargaining unit members:
      - 1) Shall use accumulated sick leave when, after taking into account all reasonable accommodations the College is willing to make, the member is disabled by illness, injury or medical condition from safely performing the essential functions of the member's regular job and any other bargaining unit work within the member's qualifications offered by the College, or



is on approved FMLA absence due to a serious health condition of the member.

2) Shall use accumulated sick leave on up to ten (10) days in an academic year if the member is on approved leave of absence due to a serious health condition (as defined under the FMLA) ~~FMLA absence due to a serious health condition~~ of the member's spouse, parent (including Step parent or other person in loco parentis) or child (including Step-child, foster child, adopted child, etc.).

3) May use accumulated sick leave on up to five (5) calendar days to make arrangements for and/or attend the funeral or memorial service(s) in the event of the death of a member of the bargaining unit member's immediate family or household, provided the sick time shall be used on days consecutive with the date of death and/or such services.

4) May use up to eight (8) hours of accumulated sick leave per academic year when routine dental or medical attention for the member, the member's current spouse or a dependent of the member residing in the member's household cannot be scheduled outside of College time or where the member is needed to provide care to such an incapacitated individual residing in the member's household.

b. In addition, full-time bargaining unit members may use accumulated sick leave for the following purposes, subject to the stated limit for each such use during any academic year:

~~1. Routine Medical Attention. Where routine dental or medical attention for the member or a dependent of the member residing in the member's household cannot be scheduled outside of College time, necessary time off will be granted (8 hours).~~

1) Court subpoena or summons not resulting from employment at the College (as required by the court).

2) Income tax investigation (8 hours).

3) To attend the graduation of the bargaining unit member, spouse, son or daughter from high school or college, one

(1) day if in Michigan or up to three (3) consecutive days outside of Michigan.

4) To attend the marriage of the bargaining unit member, two (2) consecutive days; son or daughter, one (1) day.

5) Personal Leave for reasons other than those listed above (16 hours).

6) Court subpoena or summons resulting from employment at the College when the Board and the bargaining unit member(s) are on opposite sides of the lawsuit (as required by the court).

c. In addition, part-time bargaining unit members may use accumulated sick leave to cover an absence from scheduled work for personal leave on one (1) day per academic year.

Use of accumulated sick leave is conditional upon the member reporting the need for sick leave to the member's supervisor as soon as possible in accordance with applicable procedures and complying with applicable requirements for documentation. It is the professional responsibility of bargaining unit members to provide as much advance notice as possible when using accumulated sick leave for any purpose and to refrain from using sick leave for any purpose that could reasonably be scheduled to avoid conflict with the member's scheduled work obligations. Accumulated sick leave shall not be used on graduation day unless absolutely necessary.

6. Documentation [No change]

7. Draw from MAHE Sick Leave Bank[No change]

B. Leaves for Personal Reasons [No change]

C. Sabbatical/Professional Development Leave

1. Purpose. [No change]

2. Eligibility to Apply. [No change]

3. Process [No change]

4. Terms and Conditions of Sabbatical/Professional Development Leaves

a. Duration and Compensation

- 1) The duration of a Sabbatical/Professional Development Leave shall not exceed two (2) consecutive semesters (Fall and Spring).
- 2) The compensation of a bargaining unit member on an approved Sabbatical/Professional Development Leave:
  - a) One (1) semester (Fall or Spring) shall be the member's base salary for the semester, subject to adjustments as provided in subsection 4.a.4) or 4.a.5) below.
  - b) Two (2) semesters (Fall and Spring) shall be one-half (1/2) the member's base salary for the academic year, subject to adjustment as provided in subsection 4.a.4) or 4.a.5) below.
  - c) Benefits shall be maintained for the duration of the Sabbatical/Professional Development Leave as provided in applicable sections of this Agreement, except as otherwise required by applicable law or regulation.

16. Modify Article XXV, Grievance Procedure, to provide as follows:

**ARTICLE XXV. GRIEVANCE PROCEDURE**

A. Definition [No change]

B. Purpose [No change]

C. Procedure [No change]

1. Level One. Informal Discussion and Written Grievance [No change]

2. Level Two. Human Resources Review [No change]

3. Level Three. Voluntary Mediation [No change]

4. Level Four. Arbitration

- a. Association Request for Arbitration. If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of seven (7) arbitrators with the Michigan Employment

Relations Commission, the Federal Mediation and Conciliation Service or the American Arbitration Association, and delivering a copy of the request to the College's Human Resources Department within twenty-eight (28) calendar days after either (1) the mediation date or (2) the date the parties elected to forego mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

- b. Arbitrator Selection. An arbitrator shall be selected by mutual agreement of the parties when possible, otherwise by each party alternately striking a name from the panel provided by the ~~Michigan Employment Relations Commission~~applicable agency, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the ~~Michigan Employment Relations Commission~~applicable agency is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is cancelled, the cancelling party shall pay the cancellation costs unless there is agreement to share the costs.
- c. [No Change]
- d. [No Change]
- e. Costs and Expenses. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the parties. The compensation and expenses of the arbitrator shall be paid by the College if the grievance is granted in its entirety, shall be paid by the Association if the grievance is denied in its entirety, and shall be shared equally by the parties if the grievance is granted in part and denied in part.

17. Modify Article XXVI, Section C, to provide as follows:

C. Emergency Manager Provision

- a. The provision set forth in Subsection 2 is included solely as a result of ~~PA 9 of 2011~~MCL 423.215(7) and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of ~~PA 4 or PA 9 of 2011~~2012 PA 436, or of the appointment or actions of any Emergency Manager, if one is ever appointed. The parties agree that, as of the date of ratification of this Agreement, the provisions of the Local Financial Stability and

~~Choice Government and School District Fiscal Accountability~~ Act, 2012 PA 436 of 2011, do not apply to community colleges.

- b. An emergency manager appointed under the Local Financial Stability and Choice~~Government and School District Fiscal Accountability~~ Act, 2012 PA 436, MCL 141.1501 to 141.1534~~75~~, may reject, modify, or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice~~Government and School District Fiscal Accountability~~ Act, 2012 PA 436, MCL 141.1541 to 141.1575~~2011 PA 4, MCL 141.1501 to 141.1534~~.

18. Modify Article XXVII, Declaration of Good Faith, to read as follows:

#### **ARTICLE XXVII. 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, and the College shall not lockout any members of the bargaining unit for any reason.
- 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. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.
- C. ~~The Association~~Neither party will ~~not~~ support the action of any member or

employee 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~~Either party 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~~other in the event of violation of this Article.

19. Modify Article XXVIII, Duration of Agreement, to read as follows:

#### **ARTICLE XXVIII. DURATION OF AGREEMENT**

This Agreement shall be effective as of August 23, 2016, and shall continue until 11:59 p.m., August 19, 2020. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

20. Agree to modify Appendix A to provide as follows:

#### **2016-2017 Academic Calendar**

##### **FALL SEMESTER 2016**

Prep Days	3	August 22-24
Classes Begin and End	80	August 25-December 19
Grading Day	1	December 20
Fall Semester 2016 Total	84	

##### **SPRING SEMESTER 2017**

Prep Days	3	January 3, 4 and 6
Professional Activity Days	1	January 5
Classes Begin and End	80	January 9-May 8
Spring Break – No Classes		March 6-12
Grading Day	1	May 9
Professional Activity Days	3	May 10, 11, 12
Graduation Day	1	May 12*
Spring Semester 2017 Total	89	

##### **SUMMER SEMESTER 2017**

Classes Begin and End	Variable**	May 15-August 15
Grading Day	1	August 16***
Summer Semester 2017 Total	Variable**	

\*Subject to change based on availability of facility

\*\* Begin and end dates will vary to facilitate classes of 6, 8 and 12 weeks or other lengths.

\*\*\* Summer grading day is two week days after the last day of class for classes that do not end on August 15

**DAYS BETWEEN 2016-17 ACADEMIC SEMESTERS THE COLLEGE IS OPEN**

December 21-23, 2016

January 3-6, 2017

May 10-12, 2017

**DAYS BARGAINING UNIT MEMBERS WILL NOT BE SCHEDULED**

Labor Day September 5, 2016

Thanksgiving Weekend November 24-27, 2016

Martin Luther King, Jr. Day January 16, 2017

Memorial Day Weekend May 27-29, 2017

Independence Day Weekend July 1-4, 2017

**2017-2018 Academic Calendar**

<b>FALL SEMESTER 2017</b>		
Prep Days	3	August 21-23
Classes Begin and End	80	August 24-December 18
Grading Day	1	December 19
Fall Semester 2017 Total	84	
<b>SPRING SEMESTER 2018</b>		
Prep Days	3	January 2, 3 and 5
Professional Activity Days	1	January 4
Classes Begin and End	80	January 8- May 7
Spring Break – No Classes		March 5-11
Grading Day	1	May 8
Professional Activity Days	3	May 9, 14, 15
Graduation Day*	1	May 10
Spring Semester 2018 Total	89	
<b>SUMMER SEMESTER 2018</b>		
Classes Begin and End	Variable**	May 21 – August 15
Grading Day	1	Variable***
Summer Semester 2018 Total	Variable**	

\*Graduation Days may change, subject to the availability of the Breslin Center.

\*\*Begin and end dates will vary to facilitate classes of 6, 8 and 12 weeks or other lengths.

\*\*\*Summer grading day is two week days after the last day of class for classes that end on dates other than the last day of classes, otherwise August 16.



**DAYS BARGAINING UNIT MEMBERS WILL NOT BE SCHEDULED**

Labor Day	September 4, 2017
Thanksgiving	November 23-26, 2017
Martin Luther King, Jr. Day	January 15, 2018
Memorial Day Weekend	May 26-28, 2018
Independence Day	July 4, 2018

**2018-2019 Academic Calendar**

<b>FALL SEMESTER 2018</b>		
Prep Days (3)/Professional Activity Day (1)	4	August 20-23
Classes Begin and End	80	August 24 and December 19
Grading Day	1	December 20
Fall Semester 2018 Total	85	
<b>SPRING SEMESTER 2019</b>		
Prep Days	2	January 2 and 3
Professional Activity Day	1	January 4
Classes Begin and End	80	January 7 and May 6
Spring Break – No Classes		March 11-17
Grading Day	1	May 7
Professional Activity Days	3	May 8, 9, 10
Graduation Day*	1	May 16
Spring Semester 2018 Total	88	
<b>SUMMER SEMESTER 2019</b>		
Classes Begin and End	Variable**	May 16 – August 12
Grading Day	1	Variable***
Summer Semester 2019 Total	Variable**	

\*Graduation Days may change, subject to the availability of the Breslin Center.

\*\*Begin and end dates will vary to facilitate classes of 6, 8 and 12 weeks or other lengths.

\*\*\*Summer grading day is two week days after the last day of class for classes that end on dates other than the last day of classes, otherwise August 13.

**DAYS BARGAINING UNIT MEMBERS WILL NOT BE SCHEDULED**

Labor Day	September 3, 2018
Thanksgiving	November 22-25, 2018
Martin Luther King, Jr. Day	January 21, 2019
Memorial Day Weekend	May 25-27, 2019

Independence Day

July 4, 2019

**2019-2020 Academic Calendar** – to be negotiated by the parties based on the previous year for coordination with MSU calendar. The parties will begin negotiations over the 2019-20 Academic Calendar by February 1, 2018. If the parties are unable to reach agreement on the 2019-20 by May 1, 2018, the College may set the calendar dates for that academic year.

**DAYS BARGAINING UNIT MEMBERS WILL NOT BE SCHEDULED**

Labor Day September 7, 2020  
Thanksgiving November 26-29, 2020  
Martin Luther King, Jr. Day January 20, 2020  
Memorial Day Weekend May 23-25, 2020  
Independence Day Weekend July 3-5, 2020

**2020-2021 Academic Calendar** – to be negotiated by the parties based on the previous year for coordination with MSU calendar. The parties will begin negotiations over the 2020-21 Academic Calendar by February 1, 2019. If the parties are unable to reach agreement on the 2020-21 by May 1, 2019, the College may set the calendar dates for that academic year.

**DAYS BARGAINING UNIT MEMBERS WILL NOT BE SCHEDULED**

Labor Day September 6, 2021  
Thanksgiving November 25-28, 2021  
Martin Luther King, Jr. Day January 18, 2021  
Memorial Day Weekend May 29-31, 2021  
Independence Day Weekend July 3-5, 2021

No later than 30 days following ratification of this agreement, the parties will form a Joint Advisory Committee to consider the viability of converting to 15 week semesters.

21. Modify the definition of Degrees in Appendix D as follows:

**Degrees:** As listed in the appendices, degrees are coded as follows:

HS	High school diploma
AD	Associate's Degree
BD	Bachelor's Degree
MD	Master's Degree
MD2/MFA	Master's Degree in two disciplines, Master of Fine Arts Degree
<u>MSN</u>	<u>Master of Science Nursing</u>
PD	Doctor or Professional Degree (e.g. PhD, JD, MD, DO, EdD, etc.)

*\*These two categories are no longer a recognized Level for Degree placement*

NOTE: Teaching Faculty members assigned to the MD2 Column under the 2012-2016 Agreement shall remain in that column until achieving a higher related PhD degree.

22. Enter into a new Letter of Agreement to provide as follows:

**Letter of Agreement (LOA) by and between Lansing Community College and the  
Lansing Community College – Michigan Association of Higher Education  
\_\_\_\_\_, 2017**

The parties have entered into this LOA to enable creation of a limited number of full-time 52 week positions and to establish certain terms and conditions of employment for faculty in such full-time 52 week positions, as specified below. The provisions of this LOA will prevail over any conflicting provisions of the 2016-20 Collective Bargaining Agreement for faculty members in full-time 52 week positions.

**A. Selection and number**

1. During the term of the 2016-20 Agreement, except as otherwise agreed by the Association and the College, the College will not maintain more than ten occupied full-time 52-week positions at any time. Full-time 52 week teaching positions will be restricted to the Technical Careers and Health and Human Services divisions. No current faculty member will be compelled to accept a full-time 52 week position, no full-time faculty member will be displaced from their current regular position by creation of a new full-time 52 week position, and no full-time 52 week position will be created by eliminating or consolidating regular positions in the bargaining unit that are occupied at the time the full-time 52 week position is filled.
2. If the College creates a full-time 52 week position, it will be filled through the established search process, with an internal posting first and subsequent external posting only if determined necessary. A full time bargaining unit member awarded a full-time 52 week position in their program/department will carry their status and pay level into the full-time 52 week position.

**B. Annual workload for full-time 52 week teaching positions shall include:**

1. forty-four (44) teaching workload hours, and
2. the remainder of their scheduled workdays (excluding paid vacation and recognized holidays) should be devoted to the types of non-teaching activities described in Article XI.C.1.b.

**C. Distribution of Base Load.** Full-time 52 week teaching loads will normally be spread relatively evenly over the academic year, but are subject to adjustment in conformance with Article XI.C.2. Teaching loads can be front- or back-loaded up to a maximum of four (4) workload hours between consecutive semesters, and may result in more than twelve (12) workload hours during Summer semester.

- D. Bargaining unit members in a full-time 52 week position shall be credited with 3.69 hours of Sick Leave for each bi-weekly payroll period in which the member actively performs his or her assigned duties during the academic year.
- E. Bargaining unit members in a full-time 52 week position will be granted paid vacation each full fiscal year according to the following schedule:

<u>Status as of July 1</u>	<u>Vacation Hours</u>
Probationary	120
Continuing Contract	160

Vacation day allowances for employment periods of less than one (1) full fiscal year will be prorated on the basis of time actually worked.

1. All requests for vacation must be made in writing, using accepted department procedure. All requests to use paid vacation must be made as far in advance as possible. Approved vacation benefits must be used in increments of at least one hour.
2. A maximum of one year's accrual of earned vacation days may be carried forward from one fiscal year to the next. Exceptions may be requested through the immediate supervisor and are subject to approval by the Executive Director of Human Resources.
3. If a member resigns or retires after giving at least 4 weeks' notice, or is laid off, or is discharged other than for gross misconduct, he/she shall be paid for any unused vacation days, including those earned in the current fiscal year. All payments for earned but unused vacation days shall be based on the current rate of pay.
4. Vacation credit shall accrue from the date of employment in a full-time 52 week position and shall be prorated based on the number of months from July 1. A member beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month. No vacation credit shall accrue for any month in which an employee is in unpaid status for 15 days or more.

F. Recognized Holidays

1. Eligible full-time members will not lose pay from their regular salaries because of the Employer's closure for the following recognized holidays:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. Memorial Day
  - d. Independence Day
  - e. Labor Day
  - f. Thanksgiving Day

- g. The Day Following Thanksgiving Day
- h. Christmas Day
- i. Two (2) additional holidays, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

2. Full-time members are eligible for this holiday benefit only if they are in a full-time 52 week position and work their scheduled hours or are on approved vacation or approved paid leave of absence on their regular work day prior to and the work day immediately after the holiday.
3. When a recognized holiday falls on a Saturday or Sunday, it will be recognized by the Employer on the date specified by the U.S. Government.

#### G. Salaries

Effective at the beginning of the first full pay period after ratification of the 2017-20 Agreement, the following schedule shall be in effect for full-time 52 week Teaching Faculty:

STEP	HS	AD	BD	MD	MD2 / MFA	MSN/PD
1	\$56,347	\$60,468	\$64,592	\$68,714	\$70,092	\$71,492
2	\$57,883	\$62,116	\$66,352	\$70,588	\$72,003	\$73,441
3	\$59,420	\$63,764	\$68,113	\$72,461	\$73,914	\$75,389
4	\$60,955	\$65,413	\$69,874	\$74,335	\$75,825	\$77,339
5	\$62,492	\$67,061	\$71,634	\$76,208	\$77,737	\$79,288
6	\$64,028	\$68,709	\$73,396	\$78,081	\$79,648	\$81,237
7	\$65,563	\$70,358	\$75,156	\$79,955	\$81,559	\$83,187
8	\$67,098	\$72,006	\$76,918	\$81,828	\$83,470	\$85,136
9	\$68,636	\$73,654	\$78,678	\$83,701	\$85,381	\$87,084
10	\$70,173	\$48,033	\$80,438	\$85,574	\$87,292	\$89,034
11	\$71,710	\$76,951	\$82,200	\$87,448	\$89,204	\$90,983
12	\$73,247	\$78,599	\$83,960	\$89,321	\$91,115	\$92,932
13	\$74,784	\$80,248	\$85,722	\$91,195	\$93,026	\$94,881
14			\$87,482	\$93,067	\$94,937	\$96,831
15			\$89,243	\$94,941	\$96,849	\$98,779
16			\$91,004	\$96,815	\$98,760	\$100,728
17			\$92,764	\$98,688	\$100,671	\$102,678
18			\$94,525	\$100,561	\$102,583	\$104,627
19			\$96,286	\$102,434	\$104,494	\$106,576
20			\$98,047	\$104,308	\$106,405	\$108,526
21			\$99,808	\$106,181	\$108,316	\$110,474
22			\$101,570	\$108,055	\$110,228	\$112,423

<b>23</b>	\$103,331	\$109,928	\$112,140	\$114,372
<b>24</b>	\$105,093	\$111,802	\$114,052	\$116,322
<b>25</b>	\$106,854	\$113,676	\$115,964	\$118,271

Effective at the beginning of the first full pay period of the 2017-18 academic year, the following schedule shall be in effect for full-time 52 week Teaching Faculty:

<b>STEP</b>	<b>HS</b>	<b>AD</b>	<b>BD</b>	<b>MD</b>	<b>MD2 / MFA</b>	<b>MSN/PD</b>
<b>1</b>	\$57,192	\$61,375	\$65,560	\$69,745	\$71,143	\$72,564
<b>2</b>	\$58,751	\$63,048	\$67,347	\$71,647	\$73,083	\$74,543
<b>3</b>	\$60,312	\$64,721	\$69,135	\$73,548	\$75,023	\$76,520
<b>4</b>	\$61,869	\$66,394	\$70,922	\$75,450	\$76,962	\$78,499
<b>5</b>	\$63,429	\$68,067	\$72,709	\$77,351	\$78,903	\$80,477
<b>6</b>	\$64,988	\$69,740	\$74,497	\$79,252	\$80,842	\$82,456
<b>7</b>	\$66,547	\$71,413	\$76,283	\$81,154	\$82,782	\$84,434
<b>8</b>	\$68,105	\$73,086	\$78,071	\$83,056	\$84,722	\$86,413
<b>9</b>	\$69,665	\$74,759	\$79,858	\$84,956	\$86,662	\$88,390
<b>10</b>	\$71,225	\$48,753	\$81,645	\$86,858	\$88,602	\$90,369
<b>11</b>	\$72,786	\$78,105	\$83,433	\$88,760	\$90,542	\$92,348
<b>12</b>	\$74,346	\$79,778	\$85,220	\$90,661	\$92,482	\$94,326
<b>13</b>	\$75,906	\$81,451	\$87,008	\$92,563	\$94,421	\$96,305
<b>14</b>			\$88,794	\$94,463	\$96,361	\$98,283
<b>15</b>			\$90,581	\$96,365	\$98,302	\$100,261
<b>16</b>			\$92,369	\$98,267	\$100,241	\$102,239
<b>17</b>			\$94,156	\$100,168	\$102,181	\$104,218
<b>18</b>			\$95,943	\$102,069	\$104,121	\$106,196
<b>19</b>			\$97,731	\$103,971	\$106,061	\$108,175
<b>20</b>			\$99,517	\$105,872	\$108,001	\$110,153
<b>21</b>			\$101,305	\$107,774	\$109,941	\$112,131
<b>22</b>			\$103,093	\$109,676	\$111,882	\$114,109
<b>23</b>			\$104,881	\$111,577	\$113,822	\$116,088
<b>24</b>			\$106,669	\$113,479	\$115,763	\$118,067
<b>25</b>			\$108,457	\$115,381	\$117,704	\$120,045

Effective at the beginning of the first full pay period of the 2018-19 academic year, the following schedule shall be in effect for full-time 52 week Teaching Faculty:

<b>STEP</b>	<b>HS</b>	<b>AD</b>	<b>BD</b>	<b>MD</b>	<b>MD2 / MFA</b>	<b>MSN/PD</b>
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1	\$58,050	\$62,295	\$66,544	\$70,791	\$72,211	\$73,653
2	\$59,633	\$63,993	\$68,357	\$72,721	\$74,179	\$75,661
3	\$61,216	\$65,692	\$70,172	\$74,652	\$76,148	\$77,668
4	\$62,797	\$67,390	\$71,986	\$76,582	\$78,117	\$79,676
5	\$64,381	\$69,088	\$73,799	\$78,511	\$80,086	\$81,685
6	\$65,963	\$70,786	\$75,614	\$80,441	\$82,055	\$83,693
7	\$67,545	\$72,484	\$77,428	\$82,371	\$84,024	\$85,701
8	\$69,126	\$74,182	\$79,242	\$84,301	\$85,993	\$87,709
9	\$70,710	\$75,880	\$81,056	\$86,231	\$87,962	\$89,716
10	\$72,294	\$49,484	\$82,870	\$88,161	\$89,931	\$91,725
11	\$73,877	\$79,277	\$84,684	\$90,091	\$91,900	\$93,733
12	\$75,461	\$80,975	\$86,498	\$92,021	\$93,869	\$95,741
13	\$77,045	\$82,673	\$88,313	\$93,951	\$95,838	\$97,749
14			\$90,126	\$95,880	\$97,806	\$99,757
15			\$91,940	\$97,811	\$99,776	\$101,765
16			\$93,755	\$99,741	\$101,745	\$103,773
17			\$95,568	\$101,671	\$103,714	\$105,781
18			\$97,382	\$103,600	\$105,683	\$107,789
19			\$99,197	\$105,530	\$107,652	\$109,797
20			\$101,010	\$107,460	\$109,621	\$111,806
21			\$102,825	\$109,391	\$111,590	\$113,813
22			\$104,640	\$111,321	\$113,560	\$115,821
23			\$106,454	\$113,251	\$115,530	\$117,829
24			\$108,269	\$115,181	\$117,499	\$119,838
25			\$110,084	\$117,111	\$119,469	\$121,846

Effective at the beginning of the first full pay period of the 2019-2020 academic year, the following schedule shall be in effect for full-time 52 week Teaching Faculty:

STEP	HS	AD	BD	MD	MD2 / MFA	MSN/PD
1	\$58,921	\$63,230	\$67,542	\$71,853	\$73,294	\$74,757
2	\$60,527	\$64,953	\$69,383	\$73,812	\$75,292	\$76,796
3	\$62,135	\$66,677	\$71,225	\$75,771	\$77,290	\$78,833
4	\$63,739	\$68,401	\$73,066	\$77,730	\$79,288	\$80,871
5	\$65,346	\$70,124	\$74,906	\$79,689	\$81,288	\$82,910
6	\$66,953	\$71,848	\$76,748	\$81,648	\$83,286	\$84,948
7	\$68,558	\$73,571	\$78,589	\$83,607	\$85,284	\$86,986
8	\$70,163	\$75,295	\$80,431	\$85,566	\$87,283	\$89,025
9	\$71,771	\$77,019	\$82,272	\$87,524	\$89,281	\$91,062
10	\$73,378	\$50,227	\$84,113	\$89,483	\$91,280	\$93,100



<b>11</b>	\$74,986	\$80,466	\$85,955	\$91,442	\$93,279	\$95,139
<b>12</b>	\$76,593	\$82,189	\$87,795	\$93,401	\$95,277	\$97,177
<b>13</b>	\$78,200	\$83,913	\$89,637	\$95,361	\$97,275	\$99,215
<b>14</b>			\$91,478	\$97,319	\$99,274	\$101,254
<b>15</b>			\$93,319	\$99,278	\$101,273	\$103,291
<b>16</b>			\$95,161	\$101,237	\$103,271	\$105,329
<b>17</b>			\$97,002	\$103,196	\$105,269	\$107,368
<b>18</b>			\$98,843	\$105,154	\$107,268	\$109,406
<b>19</b>			\$100,685	\$107,113	\$109,267	\$111,444
<b>20</b>			\$102,525	\$109,072	\$111,265	\$113,483
<b>21</b>			\$104,367	\$111,031	\$113,264	\$115,520
<b>22</b>			\$106,209	\$112,991	\$115,263	\$117,558
<b>23</b>			\$108,051	\$114,950	\$117,263	\$119,597
<b>24</b>			\$109,893	\$116,909	\$119,262	\$121,635
<b>25</b>			\$111,735	\$118,868	\$121,261	\$123,673

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