

AGREEMENT

BETWEEN

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

AND

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

2012 – 2016

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AND

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

This Agreement entered into on this 21st day of May 2012, between the Board of Trustees, Lansing Community College (hereinafter referred to as the “EMPLOYER” or “COLLEGE”) and Lansing Community College Chapter of the Michigan Association for Higher Education (hereinafter referred to as the “ASSOCIATION”).

ARTICLE I. RECOGNITION

- A. The College hereby recognizes the Association as the sole and exclusive collective bargaining representative for the bargaining unit consisting of all full-time and part-time Faculty, including Teaching Faculty who are scheduled to teach at least three (3) workload hours per academic year and Academic Professionals who are scheduled to work at least ninety-six (96) clock hours per academic year; excluding all employees whose primary employment is as executives, managers, administrators, supervisors, clerical employees, technicians and technical employees, coaches, and student employees or other employees. While executives, managers, administrators, supervisors, clerical employees, technicians and technical employees and coaches are not included in the bargaining unit, nothing in this Agreement prohibits bargaining unit members from performing these duties or activities if assigned.
- B. The College agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.
- C. Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function.
- D. The College agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement. However, nothing in this Agreement is intended to prevent the College from working with an Academic Senate concerning matters of College-wide academic philosophy, College-wide academic policy and College-wide academic initiatives, or concerning such other matters as expressly authorized by other provisions of this Agreement.

- E. The Association recognizes the right of the College to continue to use Instructional Service Agreements in limited circumstances. The College will provide copies of such agreements to the Association within a week of their issue and will engage in discussions where there are concerns. Each agreement will be signed, certifying independent contractor status.

- F. When the College tentatively creates a new or substantially modified position below Salary Level 9, the Human Resources Department will notify the President or other designated representative of each bargaining unit and provide a job description together with information on tentative bargaining unit placement (if any), classification and compensation Level. At the same time, Human Resources will create an electronic workspace for such representatives to submit comments on unit placement, classification, and compensation Level. Comments must be submitted, if at all, within five (5) business days, unless a longer period is agreed to by the parties. If the position reasonably could be placed in more than one bargaining unit, Human Resources will convene a meeting to discuss the issues upon the request of the representative of any such bargaining unit. Such a request must be filed within the original comment period, and the meeting will be convened within five (5) business days after such period. Following the comment period, including a meeting if requested, a final decision on placement of the new position within or removal of a modified position from the bargaining unit shall be made by Human Resources Department, and notice of the unit placement will be provided to the President or other designated representative of each bargaining unit not later than the date of posting the position.

ARTICLE II. ASSOCIATION RIGHTS

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

ARTICLE III. EMPLOYER RIGHTS

- A. Employer Rights in General
 - 1. The Employer possesses and retains the sole power, duty and right to operate and manage its departments, agencies, programs and facilities; to carry out its business; and to carry out all constitutional, statutory and administrative policy mandates and goals.

Except as limited by the express provisions of this Agreement, such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine and change matters of managerial policy and

administrative control of the College and its facilities, equipment and operations; the mission of the Employer and its parts; the services to be provided and the methods, means, and procedures to be used in providing them; the organizational structure; the nature and number of facilities and departments and their locations; to establish and change the classifications of work and the duties and responsibilities of each; to hire and increase or decrease the size of the work force; to assign personnel; to recognize and reward success; to maintain order and efficiency; and to use new and/or improved methods or outside assistance.

2. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include, but are not limited to, the right, without engaging in negotiations, to discipline, suspend or discharge members whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of members; and to establish and change work schedules. The Employer may exercise such expressly limited rights, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.
3. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the College in the past.
4. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, 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. This Agreement, including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. However, if either party believes there is a mutually recognized past practice that should be continued or reinstated during the term of this Agreement, that party may so notify the other party, and the parties may agree to reduce the practice to writing in the form of a Letter of Understanding to be appended to this Agreement. Further, if an exercise of Employer Rights or a change in the law during the term of this Agreement requires an unforeseeable change in member compensation, benefits or working conditions during the term of this Agreement, either party may demand to bargain over the effects of such exercise or such change in the law, and any agreement reached will be reduced to

writing and become a part of this Agreement if it is ratified by the Association's Executive Board and the LCC Board of Trustees.

B. Rules, Policies and Procedures

The Employer reserves the right to establish reasonable rules, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall give the Association President at least two (2) weeks written notice of any proposed change to College rules or policies, to allow for written input from the Association prior to making a final decision. Once a decision is made, the Employer shall inform members and the Association of the establishment of new rules, policies, and procedures before they are made the basis for any disciplinary action. If a member or the Association believes that any rule, policy and/or procedure is inconsistent with the terms of this Agreement or is unreasonable as written, a grievance may be filed within twenty-eight (28) calendar days after the establishment of such rule, etc. Thereafter, such rule, etc., may only be challenged as applied.

ARTICLE IV. EQUAL OPPORTUNITY AND UNLAWFUL DISCRIMINATION

The parties reaffirm their commitment to the principles of equal employment and educational opportunity and to refrain from unlawful discrimination on the basis of religion or creed, race, color, national origin or ancestry, age, sex, height, weight, marital status, veteran or military status, familial status, protected disability, gender, sexual orientation, genetic information, or any other category protected by law. Every member of the faculty, administration and staff is expected to comply with the letter and spirit of these principles as embodied in applicable state and federal laws and regulations and in College policies

ARTICLE V. ASSOCIATION MEMBERSHIP

A. Agency Shop

1. Each bargaining unit member shall, as a condition of employment, within thirty (30) days after becoming a member of the bargaining unit or the effective date of this Agreement, whichever is later, (1) join Lansing Community College Chapter of the Michigan Association for Higher Education (LCC-MAHE), or (2) elect to pay a Service Fee to the Association, established pursuant to Michigan Education Association's (MEA's) "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy.
2. The College, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of the provisions stated above in this Section and will present to him/her an Association Membership Packet, to be included in the College's hiring process. Such Association Membership Packet will be provided by the Association and will

include the Membership Authorization Card to be completed by the employee and returned to the Association within thirty (30) days.

B. Association Membership and Dues

An employee who elects to join the Association shall complete the Membership Authorization Card for Check-Off of dues and return it to the Association's office within thirty (30) days from his/her date of hire or inclusion in the bargaining unit or the effective date of this Agreement, whichever is later.

C. Association Service Fee

1. An employee who elects to not join the Association shall complete the Authorization Card for Check-Off of Fees, so that the Association may collect from the employee its Service Fee, and return it to the Association's Office within thirty (30) days from his/her date of hire or inclusion in the bargaining unit or the effective date of this Agreement, whichever is later.
2. The Association shall provide written notice to all non-members of the Service Fee, an explanation of the basis for the Service Fee, and certification that said Service Fee includes only those amounts legally assessed by the Association.

D. Payroll Deduction of Dues or Fee

1. During the life of this Agreement and in accordance with the terms of the authorization for Check-Off of Dues or Fee, the Employer agrees to deduct Membership Dues or Service Fees levied from the pay of each employee who executes or has executed the Authorization for Payroll Deduction of Dues or Fee.
2. All monies deducted by the Employer shall be remitted to the LCC-MAHE Treasurer or designee bi-weekly, together with a list of current employees showing the amount of Association dues or service fee deducted from each employee's pay.
3. The initial deduction for any employee shall not begin unless authorized by LCC-MAHE's Treasurer or designee and the amount of the periodic Association dues or service fee have been delivered to the Employer's Payroll Department.

E. Non-Compliance

If a bargaining unit member does not pay amounts due under this Article directly to the Association or through authorized payroll deduction, the Association shall notify the employee by certified mail explaining that the employee is delinquent in not tendering such amounts, specifying the amount of the delinquency and warning him/her that unless the delinquency is paid within ten (10) working days of such notice or unless arrangements are made with the Association for payroll deduction of such delinquency

within ten (10) working days of such notice, the Association may make a written request for the termination of employment of such bargaining unit member. If the bargaining unit member fails to pay the delinquency in accordance with the notice, the Association may so inform Human Resources and request termination of employment in the bargaining unit. Upon receipt of such request and supporting documents, Human Resources will offer the bargaining unit member the opportunity to respond thereto; and, absent satisfactory proof that the bargaining unit member has paid the delinquency, such member shall be immediately discharged from employment in the bargaining unit. The parties expressly recognize that the failure of any such employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

F. Disputes Concerning Compliance

1. The Association agrees to defend, indemnify and hold the College harmless against any and all claims, suits or other forms of liabilities, including attorney fees, arising out of the College's compliance with this Article of the Agreement. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
2. The Association shall not be liable if the Employer deducts and remits payment of any sum other than that constituting actual deduction for Association dues or Service Fees made from the pay earned by the employee, except to refund any such amounts remitted to the Association in error.

G. Limitation on Termination

If an employee has tendered directly to the Association his/her membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than his/her failure to tender the dues or service fee to the Association.

H. Revocation Notification

The Employer will notify the Association monthly of the names of employees transferred outside the Bargaining Unit. Such employees shall cease to be subject to dues/service fee deductions.

I. Prohibited Automatic Payroll Deduction of Dues or Fee

In the event the procedure for automatic payroll deduction of dues or service fees becomes disallowed by a court, statute, attorney general opinion or administrative agency, then every bargaining unit member shall be required to pay such dues or service fees directly to the Treasurer of the Association.

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, the College will establish an annual Bank of Association Hours to budget for the cost attributable to replacing specified Association Officials for periods of paid 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 430 clock hours to the Bank for use by the President (8 workload hours if the President is a Teaching Faculty member) and a “block” of 430 clock hours 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. 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) during the academic year 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 will be compensated at the President's (or the designated proxy's) regular rate. The Bank will be charged the equivalent hours for such scheduled time. 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 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 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 the academic year and will be compensated at the Grievance Chairperson's regular rate. The Bank will be charged the equivalent hours for such scheduled time. Such scheduled time will not change the part-time status of the Grievance Chairperson.

E. The Association's President and Grievance Chairperson will not be involuntarily assigned to any department or division committee or any registration activities during their period of office.

F. The Chairperson of the Association's negotiating team will not be involuntarily assigned to any department or division committee or registration activities commencing with the

spring semester prior to the expiration date of the contract and extending until a new contract is ratified.

- G. A bargaining unit member elected or appointed to represent the Association on a College-wide committee, Association office, or an Association committee shall work with his/her Department Chair or immediate supervisor to make certain that assignments are covered and that there is no disruption to students.
- H. If the legislature generally prohibits the practice of community colleges granting paid time to conduct labor organization business, the parties will comply as required. If suspension of paid time is imposed by law during the term of this Agreement, the parties will meet to negotiate an alternative form of time off to replace such paid time.

ARTICLE VII. PRIVILEGES AND RESPONSIBILITIES

A. Association Meetings

- 1. Rooms at the College may be used by the Association, the Senate, and Senate Committees for meetings at no cost to the Association, provided that:
 - a. Arrangements are made in advance with the administration.
 - b. Meetings are scheduled within the regular shift hours of the custodial staff.
- 2. The Association shall have a minimum of one (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

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

C. Association Notices

The Association shall have the right to post notices of its official activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department or a central location in each major College building. The Association will monitor such notices and postings to ensure that they do not include legally impermissible material, or materials that are derogatory to the College, employees or the Association. The Employer may remove any material which does not comply with this section, and will notify the Association President of the removal of any material.

D. New Faculty Orientation

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 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

The Association shall be entitled to appear on the Board agenda subject to Board policies and procedures, provided a written notification, outlining the business to be discussed, is submitted to the President's Office seven (7) days or more before a regularly scheduled Board meeting.

G. Bargaining Unit Member Information

The College will provide the Association with access to names, contact information (postal address and phone number if not restricted and e-mail address), identification numbers including Technology User Identification (TUID), and last four digits of Social Security Number (SSN), employment status and current assignments for all bargaining unit members. In addition, the College will notify the Association of such information for each new bargaining unit member within ten (10) business days after completion of the hiring process and will notify the Association within ten (10) business days after any other employee status or assignment change.

H. Office Space

The College shall provide an office for the Association to share with other MEA affiliated Associations in the Continental Building. The total square footage provided for

all 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.

ARTICLE VIII. THE ROLE OF FACULTY: PROFESSIONAL RESPONSIBILITIES

It is the responsibility of Faculty to use their knowledge and earnest efforts to achieve successful outcomes in teaching and learning and to advance the mission of the College. Accordingly, core professional responsibilities of bargaining unit members include the following:

A. All bargaining unit members are expected to:

- Keep current in their discipline and their area of responsibility;
- Utilize their discipline-specific knowledge to teach, tutor, train, mentor and advise students and colleagues;
- Assess the quality of instruction and student outcomes in accordance with applicable College and legal standards;
- Share in the improvements of their educational programs in accordance with College policy.

B. Full-time bargaining unit members are expected and part-time bargaining unit members are encouraged (subject to availability) to:

- Participate in individual and/or group advising;
- Attend professional activity days and divisional, departmental and program meetings as directed;
- Participate in department, program and team leadership and duties in accordance with applicable policy;
- Participate in peer reviews in accordance with applicable policy;
- Participate in the shared governance of the College, including participation on College committees.

C. Teaching Faculty are also expected to:

- Model teaching effectiveness, instruct courses as scheduled, and hold office hours as scheduled;
- Perform curriculum and course development as needed;
- Perform program and course coordination as needed;
- Update instructional materials as needed.

D. Academic Professionals are also expected to:

- Model behaviors and performance that maximize support of student success;
- Work scheduled hours each week at assigned locations;

- Keep current with changes in LCC curriculum as related to the individual's duties.

ARTICLE IX. PARTICIPATION IN GOVERNANCE

Prior to the beginning of the Spring 2013 semester, 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. Curricular issues for each program or department consist of:
 - a. Creation, modification and elimination of courses and curricula;
 - b. Course sequencing;
 - c. Course syllabi (course description, course pre-requisites, course content and its sequencing, instructional materials, methods of instruction, learning outcomes and methods of evaluating student achievement);
 - d. Course delivery method (face-to-face, on-line, hybrid, module, open-entry or defined enrollment) and format (course duration, Learning Communities, etc.); and
 - e. Class size determinations based on pedagogical, safety and other relevant considerations.
 2. Recommendations for changes in curricular issues may be made by faculty members or by administrators 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) 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. If the meeting(s) produce(s) agreement between program/department administrator(s) and a majority of program or 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 alternative recommendations on the issue(s). 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 submitted recommendations will be taken into consideration before a decision is made by the program/department administrator.
 5. If such a department or program curricular issue raises issues of College-wide educational philosophy, College-wide academic policy, College-wide academic initiatives or priorities in the College-wide deployment of capital or financial resources, the Academic Senate may, at its discretion, take the matter under review. Findings and recommendations resulting from any such review by the Academic Senate will be advisory in nature. The College may, at its discretion, proceed with implementation of a decision or hold the matter in abeyance pending such review by the Academic Senate.
 6. The College retains the authority to make final decisions on curricular issues, and final decisions made in this area are not subject to the grievance and arbitration procedures. Only procedural non-compliance may be grieved and, if a procedural violation is found, an Arbitrator's decision may direct reconsideration regarding the curricular issue, but an Arbitrator may not make curriculum decisions.
- 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:
 2.
 - 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.
3. 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.
 4. 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 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, 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).
 5. 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.).
 6. If such a department or program operating plan raises issues of College-wide educational philosophy, College-wide academic policy, College-wide academic initiatives or priorities in the College-wide deployment of capital or financial resources, the Academic Senate may, at its discretion, take the matter under review. Findings and recommendations resulting from any such review by the Academic Senate will be advisory in nature. The College may, at its discretion, proceed with implementation of a decision or hold the matter in abeyance pending such review by the Academic Senate.
 7. The College retains the authority to make final decisions regarding operating plans. Decisions on individual workloads, schedules and assignments may be the

subject of a grievance alleging violation of Art. XI, Workload, but final decisions regarding operating plans are not otherwise subject to the grievance and arbitration procedures. Procedural non-compliance may be grieved and, if a procedural violation is found, an Arbitrator's decision may direct reconsideration regarding the operating plan, but an Arbitrator may not make Program/Department Operating Plan decisions.

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, 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 layoff. 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

If Association representation is sought on any College-wide committees, commissions, councils, or task forces, the Association's representative shall be selected, approved or appointed by the Association. Additionally, the Association may request to have a representative added to any College-wide committee, commission, council, or task force. This provision does not limit the College's right to select faculty members to serve on any committee, commission, council or task force other than the Academic Senate; however, such faculty members are not to be construed as providing official Association input.

ARTICLE X. BARGAINING UNIT MEMBER CLASSIFICATION CRITERIA

A. All bargaining unit positions are within one of ten classifications:

1. Teaching Faculty
2. Lab Instructor
3. Lab Assistant
4. Supplemental Instruction Leader
5. Professional Tutor
6. Librarian
7. Licensed Professional Counselor

8. Academic Advisor
9. Teaching Clinician
10. Sign Language Interpreter

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, workshop, etc., offered for academic credit (i.e., designated by the College as responsible for the course, class, workshop, etc., including assigning the grade); 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. A Laboratory Instructor is an Academic Professional characterized by:
 - a. Having the primary duty and responsibility of teaching students in a laboratory, academy, workshop, etc., involving more than techniques and skills;
 - b. Functioning as the principal source of instruction in a laboratory, academy, workshop, etc. but not as the faculty of record in a course offered for academic credit; and
 - c. Being responsible for preparation and delivery of course content in accordance with student needs; little or no responsibility for assessment and grading outside of the assigned laboratory, academy, workshop, etc.; and little or no responsibility for curriculum planning and development.
3. Lab Assistant. A Laboratory Assistant is an Academic Professional characterized by:

- a. Having the primary duty and responsibility of teaching students techniques and skills in one-on-one or in small groups in instructional settings (generally a lab or academy, etc.);
 - b. Functioning as a secondary source of instruction in the instructional setting for a lab, academy, workshop, etc.; and
 - c. Being responsible for delivery of instruction and evaluation of techniques and skills during the assigned lab, academy, workshop, etc.
4. Supplemental Instruction Leader. A Supplemental Instruction Leader is an Academic Professional characterized by:
- a. Having the primary duty and responsibility of teaching students one-on-one or in small groups in connection with a specific course;
 - b. Functioning as a secondary source of instruction to students seeking assistance in connection with the course(s) assigned; and
 - c. Being responsible for monitoring the assigned course(s) and delivering supplemental instruction in coordination with the faculty of record and according to student needs.
5. Professional Tutor. A Professional Tutor is an Academic Professional characterized by:
- a. Having the primary duty and responsibility of teaching students one-on-one or in small groups in connection with one or more subjects in a variety of instructional settings;
 - b. Functioning as a secondary source of instruction to students seeking assistance in connection with the subjects assigned; and
 - c. Being responsible for student assessment and preparation and delivery of instruction at appropriate Levels according to student needs.
6. Librarian. A Librarian is an Academic Professional characterized by:
- a. Having the primary duty and responsibility of providing assistance to students and other faculty members with their academic research and information needs in the library setting, in accordance with student and faculty needs;
 - b. Functioning as the principal source of instruction in teaching academic research and information literacy skills to students and other faculty members; and

- c. Being ultimately responsible for acquisition and delivery of traditional and electronic reference services and efficient and effective operation of library facilities and resources.
7. Licensed Professional Counselor. A Licensed Professional Counselor is an Academic Professional characterized by:
- a. Having the primary duty and responsibility of providing specialized licensed professional counseling to students to address personal, social, emotional and physical issues and needs impacting the students' education;
 - b. Functioning as a resource and source of instruction in a variety of settings, teaching study and learning skills, time management, stress management, coping skills, mental health awareness, etc.; and
 - c. Functioning as the primary participant in crisis counseling, behavioral intervention services and other high Level assessment situations.
8. Academic Advisor. An Academic Advisor is an Academic Professional characterized by:
- a. Having the primary duty and responsibility of advising students on program and course selection in connection with student assessment, academic programs, career planning, transfer planning, etc., and providing students with general College information (e.g., financial aid, special population services, etc.) in accordance with student needs;
 - b. Functioning as a primary resource to assist students in developing and implementing educational development plans consistent with completion, transfer and career goals; and
 - c. Being responsible for functioning as a resource and source of instruction in a variety of settings, teaching students about LCC programs and pre-requisites, transfer programs, etc.
9. Teaching Clinician. A Teaching Clinician is an Academic Professional characterized by:
- a. Having the primary duty and responsibility of teaching students in a small group instructional setting involving clinical application of knowledge, techniques and skills;
 - b. Functioning as the principal source of instruction in the clinical component of a course, but not as the faculty of record; and

- c. Being responsible for delivery of clinical content in accordance with student and patient needs and applicable standards; and for assessment of applied clinical knowledge, techniques and skills, with little or no responsibility for curriculum planning and development.
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 or hard of hearing students;
 - b. Functioning as a primary resource for communication between deaf 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 or hard of hearing students and other students, faculty, staff and others involved in College programs.

C. Reclassification Review

- 1. Basis for Request. A written request for a reclassification review may be submitted by an employee, the Association President or an administrator who believes 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. Reclassification requests will be limited to one request by an employee or the Association President for a given position in any twelve-month period. This shall not prevent the College from requesting reclassifications as needed.
- 3. Procedure
 - a. A requesting person will initiate the review process by submitting a completed reclassification request form to the administrator and employee involved, Human Resources, the Association President, and the Dean/Executive Director for the employee's area. The reclassification request form will be made available on the College share drive, and will contain inquiries about the employee's duties and responsibilities, amount

of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, and other relevant information. The reclassification request form must be accompanied by a current job description.

- b. Within ten (10) business days of receiving the request, the Dean/Executive Director will convene a meeting with the employee, administrator, Association President or designee and the Dean/Executive Director or designee. The purpose of the meeting is to discuss and attempt to reach agreement on facts about the employee's actual job duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, and other relevant information. Within five (5) business days after such meeting, the Dean/Executive Director will issue a proposed report of the meeting, setting forth the facts as disclosed at the meeting, and will circulate the report to the individuals who participated in the meeting. Each participant can add comments to the report and return it to the Dean/Executive Director within five (5) business days. The Dean/Executive Director will finalize and forward the final fact report (including comments and all documents submitted in connection with the request) to the review panel consisting of Vice President for the employee's area, Human Resources, and the Association President.
- c. The Vice President will convene a meeting of the review panel within five (5) business days of receiving the fact report, unless otherwise agreed. The meeting will be for consideration, discussion and recommendation on the question of reclassification. Within five (5) business days after the meeting, the Human Resources representative will draft a written, proposed recommendation to approve or disapprove the reclassification, supported by an explanation of the facts and reasoning supporting the panel's recommendation. The draft will be circulated to the participants on the review panel, who may add comments and return the draft to the Human Resources representative within five (5) business days. The Human Resources representative will then finalize and forward the recommendation (including comments and all documents submitted in connection with the request) to the Executive Director of Human Resources (or the Senior Vice President for Administration in the absence of the Executive Director).
- d. Within five (5) business days of receiving the recommendation, the Executive Director of Human Resources (or the Senior Vice President for Administration in the absence of the Executive Director) shall make a final decision (approving or disapproving the request), in writing, explaining the basis for the decision. Copies of the final decision will be forwarded to each participant in the procedure leading up to the final decision.

Time limits may be extended only by mutual written agreement of the Association and Human Resources.

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. Preferences and availability of individual bargaining unit members.
 - 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.
 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) course section for teaching faculty, whichever is greater.
 - b. Members should be regularly scheduled for workplace obligations no more than five (5) days per week.
 - c. Members should be regularly scheduled so that their normal work week does not involve workplace obligations during the morning, afternoon and evening of the same day.

- d. Members should be scheduled so they are not regularly required to start a workday within twelve (12) hours after finishing their regular schedule on the preceding day, other than for attendance at program/department/Division/College meetings.
 - e. Full-time members should be scheduled so they are not regularly required to work Saturday or Sunday for more than one (1) semester during an academic year.
 - f. A member will be considered to have waived any of these guidelines that are inconsistent with the member's scheduling preference request submitted to the College.
 - g. By mutual agreement, the College and the Association may establish alternative workload assignments and schedules for bargaining unit members (e.g., different numbers of work days per year, hours per day, calendar, presence at a designated worksite, etc.) that are inconsistent with any provisions of the Agreement. Any such agreement must be in writing and signed by the President of the Association or designee and the Provost or designee to be valid and effective.
3. Dual Department Assignments. A bargaining unit member may be assigned responsibilities and duties in more than one department as outlined in this Article, and will have full participation rights in all Divisions, Departments, and Programs in which the member serves.
4. Special Assignments
- a. Bargaining unit members may receive special project assignments as part of their regular workload. Full-time bargaining unit members may also be assigned special projects as an overload assignment.
 - b. Special projects may be assigned on a cross-divisional or cross-departmental basis in an effort to encourage creative and mutually beneficial activities.
 - c. The workload hours to be granted, the primary criteria for evaluation, and the schedule for performance and completion of the work of a special project will be established through consultation between the bargaining unit member(s) and supervisor(s) involved prior to commencement of the project. Such arrangements will be reduced to writing and signed by the responsible individuals.

5. Leadership Assignments

- a. In accordance with Article IX, Participation in Governance, the College may offer one (1) or more leadership assignments (e.g., lead faculty, academic team leader, etc.) within a program, department or division as part of members' workloads. 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 attend the College's Commencement Ceremony. The College will provide required caps, gowns and hoods. 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.
- c. 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 soon as possible and will make every effort to find a substitute.

7. Fluctuations in Workload. Except as otherwise provided in this Agreement, fluctuations in workload will not change the part-time or full-time status of a bargaining unit member.

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, 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 workdays 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-half (34-1/2) 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 workdays to full-time Librarians or Counselors. 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.
- 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.

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 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.

- 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, each full-time Teaching Faculty member shall be accountable during each full academic year for a normal base workload consisting of:

- a. Teaching Assignments. The following 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

- 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 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. 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 at a 2:1 ratio (32 clock hours = 16 contact hours = 1 workload hour) if necessary to satisfy workload obligations. 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 (24) 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
 - 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. 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.
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:
 - 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, each part-time Teaching Faculty member shall be accountable for teaching workload subject to the following limits:

- a. 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. 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.
 - c. Adjunct Professors and Adjunct Associate Professors shall not exceed twenty-eight (28) workload hours of teaching inclusive of both Fall and Spring semesters.
 - d. The teaching load of Adjunct Professors and Adjunct Associate Professors may be front- or back-loaded Fall or Spring semester, but will not exceed sixteen (16) workload hours of teaching during either semester.
 - e. Adjunct Professors and Adjunct Associate Professors shall not exceed twelve (12) workload hours of teaching during Summer semester.
 - g. Increases in workload will not change the part-time status of bargaining unit members.
2. Professional Activities and Duties. In addition to or in lieu of teaching assignments, part-time Teaching Faculty may be given non-teaching assignments such as course development or revision, curriculum development, student advising, leadership assignments, etc., provided their workload does not regularly exceed the nominal equivalent of thirty (30) clock hours per week or 1560 clock hours in an academic year.
 3. Nothing contained in this section is intended to modify the minimum workload opportunities or obligations of part-time Teaching Faculty as set forth in Article XIII. Employment Practices.

E. Teaching Faculty Student Consultation/Office Hours

1. Teaching Faculty student consultation/office hours will be a minimum of one-quarter ($\frac{1}{4}$) hour consultation per week per one (1) teaching workload hour of assigned classes. Scheduling will be the responsibility of the individual teaching faculty, while taking into account the needs of the students, the department, and the College.

2. Teaching Faculty with face-to-face teaching assignments must be available for face-to-face student consultation/office hours at or near the location where the course is taught provided suitable space is available.
3. Teaching Faculty with online teaching assignments must be available online for student consultation/office hours for those courses.
4. Teaching Faculty with hybrid teaching assignments must be available face-to-face 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. All course section syllabi will contain:
 - a. LCC contact information (phone number and/or e-mail address) where students may contact the faculty member and
 - b. Times, modes, and/or locations available for student consultation/ office hours.
6. Student consultation/office hours will be posted and regularly maintained by each faculty member in the manner established by their program/department pursuant to Article IX. Participation in Governance, and will not be changed without prior written or electronic notice to the supervisor and students.

F. Secondary Education Assignments

1. Assignments teaching classes or providing academic professional services for an Intermediate School District (ISD) or a local school district pursuant to grant or contract are provisional positions within the meaning of Article XIII. Employment Practices.
2. Base workloads and compensation for such assignments not specifically described in subsection 4 or subsection 5 of this Section will be established by Letters of Agreement applicable to each separate grant or contract.
3. Additional Assignments. The College may, but is not required to, assign additional 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.

4. Intermediate School District (ISD). Workloads for assignments teaching Career and Technical Education classes for an Intermediate School District (ISD) pursuant to grant or contract are as follows:
 - a. Nine (9) to ten (10) contact hours teaching such classes for the duration of the ISD semester will count as eight (8) workload hours for full-time and part-time teaching.
 - b. Two (2) sections (totaling eighteen (18) to twenty (20) contact hours) of such classes will be considered a full workload for full-time Teaching Faculty.
 - c. The workload for such classes will generally follow the calendar established by the ISD.
 - d. The ISD Award Ceremony (if any) is substituted for the College graduation ceremony under Section A.6.
 - e. In lieu of the professional activities described in Section C.1.b, members in full-time assignments teaching such classes are required to participate in on-site planning/preparation, teacher conferences, curriculum/program work, interaction with students and parents, and department/ISD meetings and professional development activities in accordance with the grant(s) and contract(s) or ISD requirements.
 - f. When ISD classes are cancelled but the College is open, teaching faculty are required to report and spend the time engaged in professional activities on campus.
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 204 full workdays, on a calendar determined in cooperation between the Intermediate School District and the College. If the Early College changes the number of workdays 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 204 workdays, on a calendar determined in cooperation between the Intermediate School District and the College. If the Early College changes the number of workdays 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.
 - e. 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. If a substitute is not assigned, the department/program supervisor may authorize cancellation of the 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. 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 bargaining unit members.

H. Work between Semesters for Teaching Faculty

Work assignments to be performed between semesters will not be considered part of the academic year teaching workload and will not count for purposes of workload limits.

I. Learning Communities. Learning Communities consist of two or more courses from different disciplines which are fully integrated into a unitary syllabus with a common theme and are taught to a cohort.

- 1. Linked Course Learning Communities are taught separately (i.e., only the faculty member teaching attends a course session).
 - a. Before a Linked Course Learning Community is developed, the teaching faculty member(s) and the program/department administrator(s) involved will consult to determine the workload hours to be granted for development, how those hours will be allocated to the faculty member(s) involved, and the time frame for planning and completing the coordinated syllabi. Any agreement reached will be reduced to writing and signed by the responsible individuals.
 - b. The workload hours for teaching one (1) course that is part of a Linked Course Learning Community will be the contact hours required to teach

that course. The workload hours for teaching will be in addition to the workload hours for course development under Subparagraph 1.a.

2. Integrated Course Learning Communities are taught jointly (i.e., each faculty member attends all course sessions).
 - a. Before an Integrated Course Learning Community is developed, the teaching faculty member(s) and the program/department administrator(s) involved will consult to determine the workload hours to be granted for development, how that hours will be allocated to the faculty member(s) involved, and the time frame for planning and completing the integrated syllabus. Any agreement reached will be reduced to writing and signed by the responsible individuals.
 - b. The total workload hours for teaching an Integrated Course Learning Community will be equal to one and one-half (1-1/2) times the sum of the hours of the constituent courses. For example, if a WRIT 121 (4 hours) is integrated with a CJUS 255 (3 hours), the total workload hours for the Integrated Learning Community would be 10.5 ($1.5 \times (4+3) = 10.5$). Except as otherwise agreed by the faculty member(s) teaching the Integrated Learning Community and the program/department administrator(s), the total workload hours would be divided in proportion to the hours of their respective components (e.g., the WRIT teacher would receive credit for six (6) hours and the CJUS teacher would receive credit for four and one-half (4.5) hours). The workload hours for teaching will be in addition to the workload hours for course development under Subparagraph 2.a.

J. Module Development and Delivery

1. Module Definition

A module is a component of an approved College course offered as a separate educational package, which includes learning outcomes and may include learning activities and assessment procedures, designed to guide learners through a specific unit of instruction.

2. Module Development

Module development will be considered course revision. The workload hours granted to faculty for module development will be determined collaboratively between the faculty member and program/department administrator(s). If modules are to be self-paced, their development will be considered “significant revisions.” Self-paced modules will be developed within the “module template” format (with all learning exercises, quizzes, tests, and accompanying course materials to be included). Due to the complex nature of self-paced modules,

development of self-paced modules may be compensated at up to four (4) hours for each contact hour of the module (depending upon the percentage of work done by the faculty member, instructional designer(s) or support staff, etc.).

3. Faculty Workload for Module Teaching/Oversight

| Time Period | Faculty Oversight | Delivery Mode | Workload Formula |
|---|--|----------------------------------|--|
| Defined enrollment (Everyone starts & ends on same date) | Instructor led | Face to face, virtual, or hybrid | 1 Module cr. = 1 workload hour |
| Open entry | Self-paced; limited instructor role* | Virtual or self directed | Module cr. ÷ 12 x # of students = workload hours (Example: .5 module offered to 6 students, $.5/12 \times 6 = .25$ workload hours) |
| Open entry | Self-paced; limited instructor role* | Face to face or hybrid | Module cr. ÷ 12 x # of students = workload hours (Example: .25 module offered to 6 students, $.25/12 \times 6 = .125$ workload hours) |
| Open entry | Instructor led; w/ lab components & instructor present | Face to face or hybrid | Module cr. ÷ 10 x # of students = workload hours (Example: .5 module offered to 2 students, $.5/10 \times 2 = .1$ workload hours) |
| Open entry | Combination: self-paced didactic and hands-on labs w/ instructor present | Face to face, virtual, or hybrid | Module cr. ÷ 10 x # of students = workload hours (Example: .5 module offered to 6 students, $.5/10 \times 6 = .3$ workload hours) |
| Open entry or defined enrollment | Open laboratory setting | Face to face | 2 hrs. in lab= 1 contact hour (32 hours per week x 16 weeks = 16 workload hours) |

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

K. Independent Study/Worksite Study/Directed Study

1. Independent Study involves a course of study whose content is not offered through an existing course at the College and whose content and learning outcomes are developed through consultation between the student(s) and a teaching faculty member.
2. Worksite Study involves supervision of student interns/externs pursuing established learning outcomes and academic credit for worksite experience in their field of study.

3. The teaching faculty member(s) and the program/department administrator(s) involved will consult to determine the workload hours to be granted for Independent Study, or Worksite Study. The hours to be granted will reflect the amount of faculty preparation, meeting time and evaluation required and will not in any case exceed the workload hours that would result from teaching a conventional course of like academic hours. Any agreement reached will be reduced to writing and signed by the responsible individuals with copies provided to the Association President and Executive Director of Human Resources.
4. Directed Study involves a course of study offered to three (3) or fewer students where the course content and learning outcomes are the same as an existing course offered by the College.
5. The workload hours for Directed Study will be .25 times the number of students times the number of academic hours for the regular course.

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 Community and Continuing Education (CCE).
2. Non-traditional work assignments may be offered to faculty members on a voluntary basis but need not be unless required to satisfy a current faculty member's minimum workload obligations.
3. Full-time faculty members and Adjunct Professors may be required to accept non-traditional work assignments if they have less than a full workload and the assignment is required to satisfy their minimum workload obligations.
4. Non-traditional work assignments will not count for workload purposes except when such assignments are made to satisfy the faculty member's minimum workload obligations.

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 |
|---|---|-------------------|
| Arts & Sciences | | |
| Business & Economics | All Courses (unless noted below) | 35 |
| | ACCG 220, 221, 230, 231, 240, 241, 250, 260, 271, 280 and 290 | 25 |
| Center for Transitional Learning | All Courses (unless noted below) | 35 |
| | English as a Second Language | 20 |
| | NCEL | 25 |
| | READ 111 | 20 |
| | READ 007, 114, 116, 165, 175 | 25 |
| | 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, 260, 261, 264, 265 | 35 |
| | Speech | 25 |
| English | All Courses (unless noted below) | 35 |
| | English (unless noted below) | 30 |
| | ENGL 122 and 132 | 25 |
| | Writing (WRIT 117 & higher) | 25 |
| 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 |
| Health & Human Services | | |
| 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 |
| Technical Careers | All Courses (unless noted below) | 35 |
| | ELTE 110 (self-paced labs) | 110 |
| CITP/CITS | All Courses | 22 |
| Police & Fire Academies | | 40 |
| Extended Learning & Professional Studies | | |
| Continuing Education | All Courses | 60 |

B. Seat limits for Learning Communities (Article XI)

Seat limits for Linked Course Learning Communities will be the same as for the comparable “unlinked” courses. Seat limits for Integrated Course Learning Communities will be set through the Participation in Governance process (Article IX.).

C. Over-Enrolled Sections

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.

D. Secondary Education Classes

Seat limits for secondary education classes will be set by the College in accordance with the terms of the contract(s) or grant(s) under which the classes are offered and will not exceed any limits imposed by applicable law or regulation. No other limits set forth in this Article are applicable to such classes.

ARTICLE XIII. EMPLOYMENT PRACTICES

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.
2. A full-time bargaining unit member on such a probationary contract shall be notified in writing by February 15 if the member is to be offered a contract for the next academic year.
3. 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

1. Temporary Contracts

- a. The purpose of a temporary contract is to fill a temporary position, as defined under Appendix D Glossary, with someone who is not already a member of the bargaining unit. The Association will be informed when a temporary contract is offered and the reason therefore.
- b. A temporary contract shall be issued for a period of time not to exceed one year. A temporary contract may be renewed for up to two (2) additional years if the original conditions for the contract still prevail. If a temporary contract is renewed so that it is in effect for three consecutive years, the position must be terminated at the end of the third year unless it is re-established as a regular position.
- c. The decision regarding renewal of a temporary contract and/or reestablishment of a temporary position as a regular position rests with the College. Non-renewal of a temporary contract shall not be subject to any just cause provision of this Agreement and shall not be grievable.
- d. If a temporary position is re-established as a regular position, it must be posted and filled through a competitive search unless the incumbent was placed in the position by a competitive search.
- e. Work performed under a temporary contract shall be credited for purposes of seniority and, if directly relevant, for purposes of changes in status under this Article.

2. Interim Contracts

- a. The purpose of an interim contract is to temporarily fill a position within the bargaining unit or outside the bargaining unit with someone who is already a member of the bargaining unit. The Association will be informed when an interim contract is offered and the reason(s) therefore.
- b. An interim contract shall be issued for a period of time not to exceed one (1) year. An interim contract may be renewed for up to two (2) additional years if the original conditions for the contract still prevail.
- c. The decision concerning non-renewal of an interim contract or termination of an interim assignment rests with the College. Non-renewal of an interim contract or termination of an interim assignment shall not be subject to any just cause provision of this Agreement and shall not be grievable.
- d. Upon completion of an interim contract, the bargaining unit member shall return to the member's former position, if it still exists, at the rate the member would have received absent the interim assignment, or to another mutually agreed-upon bargaining unit position the employee is qualified to

perform, absent just cause and subject to the other provisions of this Agreement.

- e. Work performed under an interim contract shall be credited for purposes of seniority and, if directly relevant, for purposes of changes in status under this Article.

3. Provisional Contracts

- a. The purpose of a provisional contract is to fill a provisional position as defined under Appendix D Glossary. The Association will be informed when a provisional contract is offered and the reason(s) therefore.
- b. A provisional contract will be contingent upon the continuation of the provisional position. Non-renewal of a provisional contract shall not be subject to any just cause provision of this Agreement and shall not be grievable. However, a post-probationary employee in a provisional position that continues in effect shall not be removed from the position without just cause and removal of such an employee is grievable.
- c. If the College determines to re-establish a discontinued provisional position as a regular position, it must be posted and filled through a competitive search unless the incumbent was placed in the position by a competitive search.
- d. Work performed under a provisional contract shall be credited for purposes of seniority and, if directly relevant, for purposes of changes in status under this Article.

C. Continuing Contracts

Each bargaining unit member issued a Continuing Contract or Associate Continuing Contract shall be non-probationary with just cause protection pursuant to Article XVII Conditions of Employment, Section C. Due Process. Just cause protection for a member on a provisional contract relates only to the member's provisional position and no other.

D. Full-time Teaching Faculty

- 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.

2. 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.

3. Full-time Professor

- a. 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.
- b. 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.
- c. 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.

d. Full-time Professors are non-probationary and shall be granted Continuing Contract status.

e. 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

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.

2. 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, without any priority in receiving work assignments.

3. 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. Beginning with the 2012-13 academic year, 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 c.1) through c.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 c.5) and c.6) of this provision.
- c. 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.

- d. Adjunct Associate Professors are non-probationary and shall be granted Associate Continuing Contract status.
- e. Adjunct Associate Professors shall be offered at least one available course 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.

4. 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.

- c. An Adjunct Professor is non-probationary and shall hold Associate Continuing Contract status.
- d. 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. The member may apply for renewal of the status during the last year of his/her five (5) year term. A member who is not reappointed as Adjunct Professor reverts to Adjunct Associate Professor status.
- e. 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.
- f. An Adjunct Professor shall be assigned courses totaling twelve (12) workload hours per semester (Fall and Spring), and/or other professional work, 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.
- g. 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.
- h. The process for promotion to Adjunct Professor shall be implemented no later than the 1st of October following ratification to this Agreement.
 - 1) During the academic year of implementation, the College shall open a minimum of thirty (30) Adjunct Professor positions for application.
 - 2) 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.

- 3) Thereafter, the College shall open a sufficient number of positions each academic year to maintain the minimum ten percent (10%) Level.
- 4) 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

1. Full-time Academic Professional Faculty will be assigned status as:
 - a. Probationary Academic Professional or
 - 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.

2. 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.

3. 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. Beginning with the 2012-13 academic year, 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 c.1) through c.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 c.6) and c.7) of this provision.

- c. 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.
- d. Continuing Contract Academic Professionals are non-probationary and shall be granted Continuing Contract status.
4. 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

1. Part-time Academic Professional Faculty members shall be assigned status as:
 - a. Probationary Associate Academic Professional or
 - b. Associate 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.

2. 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, without any priority in receiving work assignments.

3. 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. Beginning with the 2012-13 academic year, 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 c.1) through c.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 c.5) and c.6) of this provision.
 - c. 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.

- c. 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.
2. In the event a bargaining unit member with Associate Continuing Contract status is not to be issued a work assignment for the following academic year, the member will be notified in writing by the end of the fourteenth (14th) week of the Spring semester. If a dispute arises regarding this section, a grievance may be commenced at Level Two of the grievance procedure.

3. Issuance and fulfillment of an Associate Continuing Contract shall be contingent on student and departmental needs and enrollment, the work assignment priorities of full-time bargaining unit members, and the availability of work assignments the part-time member is determined by the College to be well-qualified to satisfactorily perform.
4. Each semester, the College will inform current bargaining unit members of their subsequent semester employment as soon as possible.
5. Work Assignments and Schedule Preferences

Each semester, the College will request assignment and schedule preference information from each bargaining unit member and provide the responses it receives for use in scheduling. To the extent they are consistent with the standards described in Article XI. Workload, such responses shall be given priority consideration in the following order:

- a. For Teaching Faculty within their program or department:
 1. Professors
 2. Assistant Professors
 3. Adjunct Professors
 4. Adjunct Associate Professors
 5. Adjunct Instructors
- b. For Academic Professionals within their department and classification(s):
 1. Continuing Contract Academic Professionals
 2. Probationary Academic Professionals
 3. Associate Continuing Contract Academic Professionals
 4. Probationary Associate Academic Professionals

6. Course Schedule changes

It is recognized that course schedule changes should be made as early as possible, preferably by the end of the first week of a semester.

- a. If cancellation of a course section scheduled to be taught by a full-time Teaching Faculty member would drop the member's workload below a

full-time workload for the Fall or Spring semester, and other work is available in the department to do so, the supervising administrator or designee shall either:

- 1) Reassign from a full-time Teaching Faculty member with overload or a part-time Teaching Faculty member a scheduled course in the Department which the full-time Teaching Faculty member is determined by the College to be well-qualified to teach; or
- 2) Assign or reassign other suitable work in the Department to satisfy the obligation of a full-time workload for the Semester; or
- 3) If the cancellation occurs during Fall semester, the College may assign additional courses or other work for Spring semester to make up the shortage subject to the limits contained in Article XI Workload.

b. If cancellation of a course section would drop an Adjunct Professor's workload below twelve (12) workload hours for the Fall or Spring semester, and other work is available in the department to do so, the supervising administrator or designee shall either:

- 1) Reassign from an Adjunct Instructor, or from an Adjunct Associate Professor teaching more than one course, or from a full-time Teaching Faculty member with overload, a scheduled course in the Department which the Adjunct Professor is determined by the College to be well-qualified to teach; or
- 2) Assign or reassign other suitable work in the Department to satisfy the obligation of twelve (12) workload hours for the semester.

c. If cancellation of a course section would leave an Adjunct Associate Professor without any assignment for the Fall or Spring semester, and other work is available in the department to do so, the supervising administrator or designee shall either:

- 1) Reassign from an Adjunct Instructor, or from an Adjunct Associate Professor teaching more than one course, or from a full-time Teaching Faculty member with overload, a scheduled course in the Department which the Adjunct Associate Professor is determined by the College to be well-qualified to teach; or
- 2) Assign or reassign other suitable work in the Department.

In making such course schedule changes, the faculty and the supervising administrator shall strive to minimize the number of course sections reassigned.

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 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 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.

8. Online/Hybrid Assignments

- a. Bargaining unit members shall only be deemed well-qualified to develop, teach, or work an online and/or hybrid assignment if they have met one of the following criteria:
 - 1) Demonstrated competence through relevant work experience or training; or
 - 2) Completed the LCC Teaching Online Certification (TOC) offered through the Center for Teaching Excellence (CTE); or
 - 3) Completed the Michigan Virtual University (MVU) Certification or its equivalent.

9. Pre-K-12 Assignments

- a. Bargaining unit members who provide services through the College at any pre-K-12 school facility or in any program for pre-K-12 school students will, as a condition of employment, be subject to finger-printing, criminal history checks and such other legal qualifications and requirements as

generally apply to public school teachers. The College will conduct required fingerprinting and background checks, or will pay the costs of such activities. The College will assist bargaining unit members in correcting any clerical errors in reports concerning criminal history and background checks.

- b. Records of criminal history checks and background checks obtained by LCC under this section will be kept as confidential as possible consistent with applicable legal requirements

I. Transfer Outside the Bargaining Unit

- 1. A bargaining unit member may be given an Interim Assignment to a position within the bargaining unit or to a position outside of the bargaining unit. A member given an Interim Assignment will continue to accrue seniority in this bargaining unit. At the end of an Interim Assignment, such member shall have the right to return to his or her former position (if it still exists) at the rate the member would have received absent the Interim Assignment, or to another mutually agreed-upon bargaining unit position the employee is qualified to perform, absent just cause and subject to the other provisions of this Agreement.
- 2. An employee who leaves the bargaining unit for a position with the College outside the bargaining unit, other than through Interim Assignment, shall retain but not accrue additional seniority credit while in such position. The Employer may, in its sole discretion, determine the compensation, benefits, hours and conditions of employment for employees outside of the bargaining unit, including whether or not such employees may be discharged or permitted to seek an available position in the bargaining unit.

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 will be treated as a new and separate contract for purposes of this Agreement.
- 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. Supplemental Work Assignments

In lieu of or in addition to a member's normal work, the College may but is not required to assign supplemental work that is normally covered by another kind of contract (e.g., a member covered by a regular contract may be offered supplemental work normally covered by a temporary contract or provisional contract; a member covered by a provisional contract may be offered supplemental work normally covered by a regular contract or a temporary contract, etc.). Performance of such supplemental work will not change the established status of the member receiving the assignment (e.g., a regular employee will remain a regular employee despite performing supplemental provisional or temporary work; a provisional employee will remain provisional despite performing supplemental regular or temporary work, etc.).

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. If the employee is discharged or terminated and not reinstated through the procedures set forth in this Agreement;
 - b. If the employee resigns, quits, retires, or receives a pension, including a disability pension, from a plan sponsored by the College;
 - c. If the employee on layoff status fails to contact the Employer within fourteen (14) 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. If the employee accepts a settlement from the Employer for permanent disability;
 - e. If the employee has not been recalled from layoff for a continuous period of thirty-six (36) months or the length of the employee's seniority at the time of commencement of layoff, whichever is less;
 - f. If the employee has been on leave of absence, other than military leave, for a period of thirty-six (36) months or the length of the employee's seniority at the time of commencement of leave of absence, whichever is less;
 - g. If a bargaining unit member goes thirty-six (36) months without performing enough bargaining unit work to be a bargaining unit member under Article 1, Section A.;

- h. If the employee loses any license or certification required for his/her job classification.
2. If the College determines to re-employ an individual who was formerly employed in a bargaining unit position, the individual shall be employed on a probationary basis. However, if re-employed within thirty-six (36) months after termination under any provision of Section L. except subsection 1.a., the individual may seek a change of status pursuant to the applicable Section of this Article at any time after re-employment. In such case, due consideration shall be given to the individual's prior services and activities at the College for purposes of determining eligibility for a change of status.

**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, faculty members will be given periodic performance reviews 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 4th academic year after achieving Continuing Contract status |
| Continuing Contract Full-Time Academic Professional | Every 4th academic year after achieving Continuing Contract status |
| Associate Continuing Contract Part-Time Teaching Faculty | Every 4th academic year after achieving Associate Continuing Contract status |
| Associate Continuing Contract Part-Time Academic Professional | Every 4th academic year after achieving Associate Continuing Contract status |

The Human Resources Department 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 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. 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 |
| Lab Instructor | Post-probationary Teaching Faculty with expertise in the member's discipline (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 (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 |
| Supplemental Instruction Leader | Post-probationary Teaching faculty with expertise in the member's discipline |
| Sign Language Interpreters | Post-probationary Sign Language Interpreters |

The reviewing peer(s) will observe the faculty member's classroom/workplace performance for a minimum of one (1) 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 each observation, the reviewing peer(s) will write reports concerning the strengths and weaknesses of the faculty member's performance and will describe any recommendations for improvement. 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.

- 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.
 - b. 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.
 - c. 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 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.
3. After taking into consideration all available components described above, the responsible Dean or appropriately trained designee will prepare a comprehensive written periodic performance review summarizing the relevant information and reports. The Dean or appropriately trained designee 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 prepared by the Dean or appropriately trained designee. If a member disagrees with any of the information contained in the review 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 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. The responsible Dean or appropriately trained designee 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. 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 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. If it appears likely that mentoring will be of substantial benefit in solving the problem(s), the Dean or designee will identify another faculty member to mentor and 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. If it appears likely that mentoring will be of substantial benefit in solving the problem(s), the Dean or designee will identify another faculty member to mentor and 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.

E. Evaluation of Administrators

The College will periodically survey bargaining unit members for feedback concerning the performance of administrators of their program and/or department, or that head their division. To the extent permitted by any applicable collective bargaining agreement, the data and comments extracted from this feedback will be considered in any periodic performance reviews of those administrators.

- F. Before adopting any new performance review instrument(s) or form(s) applicable to bargaining unit members, College representatives will negotiate with Association representatives concerning the design, content, implementation and administration. Copies of new performance review instrument(s) or form(s) will be made available to covered members prior to the beginning of any review period in which they are used.

G. Professional Development

1. **Transforming Learning Through Teaching.** During the term of this Agreement, the College will continue to offer the 12-week Transforming Learning Through Teaching Seminar/Class as created by the LCC Center for Teaching Excellence (CTE). Priority in enrollment will be given to those members who have not previously taken the seminar and who require completion in order to achieve continuing contract status. Faculty members' participation will be covered by the College's tuition waiver benefit.
2. **Professional Portfolio Workshop.** During the Term of this Agreement, the College will continue to offer a professional portfolio workshop through the LCC Center for Teaching Excellence (CTE). Priority in enrollment will be given to those faculty members who have not taken this workshop and who require completion for their Periodic Performance Review.
3. **Faculty Observation Training.** During the term of the Agreement, the College will continue to offer an observation training workshop through the LCC Center for Teaching Excellence (CTE). Priority for enrollment will be given to those bargaining unit members and administrators who are willing to conduct performance assessments but lack appropriate training.

4. Teaching Online Certification (TOC). During the term of this Agreement, the College will continue to offer TOC training or its equivalent through CTE. Priority for enrollment will be given to those bargaining unit members who have not met one of the requirements outlined in Article XIII.H.8 and require completion for an online or hybrid assignment.
5. During the term of this Agreement, the College will continue to offer additional professional development opportunities to faculty through the LCC Center for Teaching Excellence (CTE).

ARTICLE XV. VACANCIES

A. Qualifications

Prior to posting a vacancy for a bargaining unit position or an academic department chair or academic program director position, the responsible Dean or Director or designee shall give the bargaining unit members of the department an opportunity to provide input concerning appropriate qualifications for the position to be posted.

B. Minimum Posting Period

When the College determines to post a vacant position, the position will be announced by the Human Resources Department in accordance with College policy. Such notice will provide at least fourteen (14) calendar days to permit bargaining unit members to make the necessary application.

C. Faculty Search Committee for Full-Time Bargaining Unit Positions

1. When the College determines to fill a full-time bargaining unit vacancy through positing, a search committee consisting of at least five (5) people shall be formed to evaluate candidates and recommend those who are highly-qualified. The Human Resources Department will notify the Association of the formation of the search committee and request the Association to recommend qualified and diverse bargaining unit members willing to serve on it. If the Association recommends sufficient qualified members within fourteen (14) calendar days after the notification is issued, the College will appoint a majority of the committee from among such members, with the goal of seating a diverse committee. Otherwise, the College may appoint other qualified people as necessary to complete the search committee.
2. The Human Resources Department shall develop procedures and standards for the hiring process. The Human Resources Department will assist the search committee with developing the screening and interview guidelines to be used in evaluating the recommended candidates. The committee will begin its evaluation

and selection process when the Human Resources Department has completed its review and approval of the procedures, standards and guidelines.

3. The search committee shall provide the Dean with a list of candidates it considers highly-qualified and it recommends for further consideration, together with supporting documentation. Whenever possible, the Dean and search committee will meet and discuss the recommendations and insights of the search committee before the Dean's recommendation is submitted for final action. If the Dean intends to recommend a candidate who is not among those recommended by the search committee, the Dean shall invite the search committee to meet and discuss the reasons for such recommendation before submitting it for final action.
4. If the search committee is unable to recommend an acceptable number of candidates, or if the Dean does not support appointment of any of the candidates, then the chair of the committee shall have an opportunity to consult with the Dean before the Dean determines if the search will be extended or if it will be deemed a failed search.

D. Faculty Participation in Filling of Part-Time Bargaining Unit Positions

1. When the College determines to fill a part-time bargaining unit vacancy through posting, the Dean or the Dean's designee will notify the Human Resources Department and current faculty members in the affected department or program. The Human Resources Department will notify the Association of the determination.
2. The Human Resources Department shall develop procedures and standards for the hiring process, including screening and interview guidelines to be used in evaluating and recommending candidates. The selection process will begin when the Human Resources Department has completed its review and approval of the procedures, standards and guidelines to be used in filling the vacant position(s).
3. The Association may designate a bargaining unit member from the affected department or program to review all applications on file for the vacant position(s) and make recommendations to the Dean or the Dean's designee about candidates to be interviewed.
4. The Dean or the Dean's designee shall post or otherwise notify bargaining unit members of the affected department or program of the schedule for interviewing candidates for the vacant position(s). Interested bargaining unit members of the affected department or program may participate in the candidate interviews subject to the procedures, standards and guidelines established by the Human Resources Department. Bargaining unit members who participate in candidate interviews may make recommendations to the Dean or the Dean's designee about extending an offer to any candidate(s).

E. Faculty Participation in Search Committees for Administrative Positions

Before inviting College personnel to serve on a search committee to fill a full-time academic administrator position, the Human Resources Department will notify the Association of the formation of the search committee. Within fourteen (14) calendar days after such notice, the Association may meet with the Human Resources Department and present recommendations about the make-up of the search committee and about qualified and diverse bargaining unit members willing to serve on it.

F. Ultimate Authority for Hiring

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

G. Member Rights to Apply

Bargaining unit members enjoy a professional right to apply for other positions, within the College or elsewhere; and doing so shall not adversely affect the member's status. A bargaining unit member who applies for a vacant full-time College position will be notified in writing concerning the disposition of the member's application prior to the publication of the name of the successful candidate.

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

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 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.

B. Layoff of Full-Time Teaching Faculty

1. If the College determines to reduce the amount of work to be performed by Teaching Faculty actively working within a program or department, it will attempt to achieve the reduction by reducing assignments of part-time Teaching Faculty, consistent with scheduling priorities described in Article XIII Employment Practices provided the remaining staff are available and are well-qualified to satisfactorily perform the required work.

2. If the College determines sufficient reduction cannot be accomplished solely under Subsection 1, full-time Teaching Faculty within the affected program or department will be laid off in the following order, provided the remaining full-time Teaching Faculty members are available and well-qualified to satisfactorily perform the required work:
 - a. Full-time Assistant Professor(s)
 - b. Full-time Professor(s)

Within the rank of Full-time Assistant Professor or Full-time Professor, the order of layoff shall be based on work record and qualifications to perform the required work and, if these are equal, length of service in the full-time position.

3. If a full-time Teaching Faculty member is unable to obtain at least eight (8) hours of workload hour in the member's department due to lack of work for which the member is well-qualified, the member shall be deemed laid off without further notice.

C. Layoff of Full-Time Academic Professionals

1. If the College determines to reduce the amount of work to be performed by Academic Professionals actively working within a program or department, it will attempt to achieve the reduction by reducing assignments to part-time Academic Professionals consistent with scheduling priorities described in Article XIII Employment Practices provided the remaining staff are available and are well-qualified to satisfactorily perform the required work.
2. If the College determines sufficient reduction cannot be accomplished solely under Subsection 1, full-time Academic Professionals within the affected program or department will be laid off in the following order, provided the remaining full-time Academic Professionals are available and well-qualified to satisfactorily perform the required work:
 - a. Probationary Academic Professional(s)
 - b. Continuing Contract Academic Professional(s)

Among Continuing Contract Academic Professionals, the order of layoff shall be based on work record and qualifications to perform the required work and, if these are equal, length of service in the full-time position.

D. Notice of Layoff

1. Full-time Teaching Faculty members to be laid off shall be notified as soon as feasible prior to the effective date of the layoff, but in no event less than sixty (60)

calendar days before the end of the academic year for a layoff to be effective at the start of the following academic year except in the case of layoff pursuant to Section B.3. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied.

2. Full-time Academic Professional members to be laid off shall be notified as soon as feasible prior to the effective date of the layoff, but in no event less than sixty (60) calendar days before the effective date. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied.
3. Full-time Provisional Teaching Faculty or Academic Professional members to be laid off shall be notified as soon as feasible prior to the effective date of the layoff.
4. Notices of layoff shall be delivered by any reasonable method, and confirmed by certified letter mailed to the faculty member's home address as shown in the member's official personnel record at the time and a copy sent to the Association president.

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.
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 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.

F. Recall

1. Faculty members shall notify the College's Human Resources Department in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release the College from any obligation to consider or recall the faculty member thereafter.
2. Recall shall be in inverse order of layoff provided the faculty member being recalled is qualified to perform the work required in the available position.
3. Notice of recall shall be delivered by any reasonable method and confirmed by certified letter mailed to the faculty member's home address as shown in the member's official personnel record at the time with a copy sent to the Association president. In the event the recalled faculty member does not notify the College by certified mail of acceptance of recall within thirty (30) calendar days of the date of mailing of said notice, the faculty member shall be deemed to have refused recall and to have terminated his/her employment with the College.
4. A faculty member recalled to the position from which the member was laid off, or a position of the same type, shall receive the same credit for years of service and shall be placed on the same Step of the compensation schedule as the member held on the date of layoff.
5. The laid off faculty member's position shall not be filled by a new hire during the period in which the faculty member is eligible for recall unless the faculty member has been offered reappointment and has declined or has failed to respond as hereinabove provided, or the member is not available and well-qualified to perform the required work.

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.

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. A bargaining unit member may file a written request with Human Resources for removal of Level 1 and Level 2 disciplinary reports from the member's personnel file after one (1) year. The bargaining unit member will be notified in writing of the decision regarding the request for removal and a reason, if denied. Disciplinary reports or documents removed from a member's personnel file may be retained by the College in a separate file for any legitimate purpose but will be inadmissible in any subsequent disciplinary proceeding against the member.
4. If there has been no request for removal of the disciplinary report(s) or document(s) or the request for removal was denied and no additional disciplinary action against the bargaining unit member has been initiated within two (2) years, any Level 1 and Level 2 disciplinary report(s) more than two (2) years old will be inadmissible in any subsequent disciplinary action against the bargaining unit member, unless the previous discipline is related to the current offense(s) or misconduct or there is an agreement between the parties to admit it.
5. Unless authorized in writing by the member or as compelled by law, the College will only respond to inquiries about a member's employment by providing verification of employment, dates of employment and positions held.

B. Complaints

1. If the College receives a credible complaint of misconduct against a bargaining unit member, it shall notify the member as soon as reasonably practical, but within not more than twenty (20) working days after receiving the complaint absent good cause for delay. Good cause for delay could include, but is not limited to, the member being on vacation or leave of absence or the sensitivity of the investigation being such that informing the member could compromise proper investigation of the complaint, etc.
2. The notification shall include a reasonably detailed summary of the complaint, including the name(s) of the complainant(s) in appropriate circumstances, unless a copy of the complaint is provided. If notification is delayed, it shall also include an explanation of the reason(s) for the delay.
3. A complaint not timely reported to a bargaining unit member in accordance with Subsection 1 shall not be used for disciplinary action.

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.
3. Due Process Hearings. Before imposing Level 3 or Level 4 discipline, the Employer shall, in addition to any investigatory interview, offer a member an informal hearing during which the member is informed of the allegations against him/her and the general nature of the evidence, and is given an opportunity to respond by providing evidence and explanation. An Association representative shall attend any such hearing and represent the member, unless the member expressly declines such representation in writing.
4. Progressive and Corrective Discipline
 - a. The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct a member's unsatisfactory performance, conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension, discharge, or in other cases in which it does not appear likely to result in successful correction. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 3 or Level 4 discipline immediately after informal hearing in appropriate cases, or from placing any employee on administrative leave pending further investigation.
 - b. Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge), and any Level may be repeated or skipped depending on the circumstances of each case.
 - 1) Level 1 will be for relatively minor problems where the member has had few, if any, prior problems.

- 2) Level 2 will be for repeat or frequent or multiple minor problems.
- 3) Level 3 will involve a suspension without pay for 1 to 10 work days and will be for more serious problems or for continuing problems after the member fails to respond to lesser discipline.
- 4) Level 4 will involve discharge and will be for serious problems or for continuing problems after the member fails to respond properly to Level 2 or Level 3 discipline.

5. Disciplinary Reports

- a. The Employer shall notify a member of any disciplinary action taken against the member. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction and for Level 1, 2, or 3 disciplinary action shall include a written corrective action plan. An Association representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action, unless the member expressly declines such representation in writing.
- b. A Level 3 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and nature of any previous disciplinary actions.
- c. Any disciplinary report shall be placed in the disciplined member's personnel file with a copy given to the disciplined member and another copy sent to the Association President, the Grievance Chair and the MEA UniServ Director. The member shall be given an opportunity to sign the disciplinary report and to write a response or rebuttal to be placed in the member's personnel file.

6. Special Rules for Members with Multiple Positions

- a. If a member has multiple employment positions within the College, representation in investigatory interviews and/or disciplinary meetings shall be restricted to the bargaining representative, if any, for the position in which the performance or conduct issues occurred. In the event of conduct that is not position-specific (e.g., theft, violence, violation of the LCC Standard of Conduct in or workplace Policy or any successor policy, etc.), representation shall be restricted to the bargaining representative, if any, for the member's current primary position.
- b. If a member is terminated from College employment outside of the bargaining unit and the reasons for termination are relevant to the

member's suitability for continued employment as a bargaining unit member, the member will also be terminated from any positions within the bargaining unit. Prior to a final decision on such termination, the member will be offered a Due Process Hearing under subsection 3 of this Section.

ARTICLE XVIII. ACADEMIC FREEDOM

- A. Bargaining unit members shall have the right to academic freedom as the American Association of University Professors has described it:
 - 1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
 - 2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
 - 3. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.
- B. When a bargaining unit member speaks, writes or endorses products or candidates as a citizen, the member is obligated to make certain that such endorsements or statements imply no endorsement by the College.
- C. A bargaining unit member must follow College-approved course syllabi, including presentation of alternative views of controversial issues.

ARTICLE XIX. INTELLECTUAL PROPERTY

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.

ARTICLE XX. BARGAINING UNIT MEMBER SUPPORT

A. Office Support

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

B. Bargaining Unit Member Facilities

1. Bargaining unit members may have unlimited access to their assigned offices and/or classrooms during the normal hours of operation of the College. If bargaining unit members desire access 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 encompass voice/video/data) is a privilege extended by Lansing Community College to faculty members as a tool to promote the mission of the College. Faculty member's use of such communication resources shall be in compliance with the College's published "LCC Acceptable Use Policy." Due to their very nature, and in accordance with current case law, voice and e-mail messages created or transmitted with LCC computer resources are not private.

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, clean, orderly, and professional manner.

3. The immediate supervisor shall strive to assign only one (1) part-time bargaining unit member to an office space of approximately fifty (50) square feet at the same time. Such office space will be maintained in a safe, clean, orderly, and professional manner.
4. If a bargaining unit member has a specific concern regarding the provisions of this section, that concern shall first be presented to the divisional dean or his/her designee. If the concern is not resolved, upon request of the member, the concern will be placed on the agenda of the appropriate committee (e.g. the College Safety and Parking Committee, Divisional Operations Committee, etc.) for consideration at its next meeting.

ARTICLE XXI. PROFESSIONAL COMPENSATION

A. Full-Time Bargaining Unit Members

1. Salary Schedule: Except as otherwise provided in this Agreement, 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: New full-time bargaining unit members will be placed on the appropriate salary 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 full-time employee on the appropriate salary 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 four (4) Steps. The College, if necessary, can waive the four (4) Step maximum, provided a representative of the Human Resources Department will meet with a representative designated by the Association to discuss the reason(s) necessitating deviation from the established hiring range prior to making a formal offer of employment to the prospective employee.
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:

- a. 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.
- b. 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 as follows:
 - a. A new adjunct Teaching Faculty member will be placed on Step 1.
 - b. 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 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 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:
 - a. 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.
 - b. 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. Degree Recognition

1. A Teaching Faculty member will be moved to the corresponding column of the appropriate compensation schedule at the member's current Step if the member obtains a higher academic degree relevant to the field in which the member is teaching and the degree is from an accredited institution recognized by the Department of Education. The effective date of the compensation adjustment will be the beginning of the semester beginning on or after the date on which the Human Resources Department receives the official transcript showing that the degree has been awarded.
2. As the compensation Level of Academic Professionals is based on the degree required to perform the assigned work, an Academic Professional member's pay rate will not change based on obtaining a higher academic degree.

D. Suspension of Compensation Step Increases. If this Agreement expires prior to a successor agreement being ratified, no bargaining unit member's compensation for any position shall have a Step increase until a successor agreement has been ratified.

- 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 (other than non-traditional work assignments under Article XI. Workload, Section L.) that will likely result in the member materially exceeding the applicable annual base load (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 assigning Chair or Director will document the assignment and the amount of approved workload hour for the assignment, and provide copies of the document to the member and to the responsible Dean or designee. 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.) 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 Adjunct Instructor rate. Overload rates for Professors will be based on the Adjunct 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 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 Director 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. 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 Step on the pay scale (or the maximum part-time Step, if lower).

F. Substitute Pay

1. Full-time Teaching Faculty who 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 Associate Continuing Contract Adjunct Rate reflecting their highest relevant degree.
 - b. Assistant Professors who substitute will be paid at the Probationary Adjunct Instructor Rate reflecting their highest relevant degree.
2. Part-time Teaching Faculty members who substitute teach (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 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.

G. Over-Enrolled Classes

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.

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. 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 hired before the date of ratification of this Agreement who receives no increase in pay rate for a bargaining unit position during an academic year because the member was red-circled or at the top Step of the scale prior to the start of the academic year will receive lump sum payments as follows:
 - 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. 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. 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 1.5% 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 a 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.
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.

ARTICLE XXII. EMPLOYEE BENEFITS

A. Group Health, Dental and Vision Plans

1. During the term of this Agreement, full-time members shall be eligible to participate in a group health plan, a group dental plan and a group vision plan with the same benefits and same cost sharing as applied to other bargaining units through the Health Care Task Force/Labor Coalition process or any successor process involving a majority of the Employer's bargaining units.
2. During the term of this Agreement, part-time members shall be eligible to participate in such components of the group health plan, group dental plan and group vision plan, and on the same cost-sharing basis, as extended to other part-time employees through the Health Care Task Force/Labor Coalition process or any successor process involving a majority of the Employer's bargaining units that encompass part-time employees.
3. Each member's share of the premium or illustrated cost of participating in such plans shall be deducted from the member's pay on a pre-tax basis if permitted under applicable law. If a member's pay is insufficient to fully cover the member's share through payroll deduction (e.g., due to insufficient hours of work, etc.), it shall be the member's responsibility to timely pay any remaining balance to the College Human Resources Department or the member's coverage may lapse for non-payment. If the College advances funds to pay a member's share of the premium or illustrated cost, the member shall be responsible to repay the College any such amounts on demand, and the College may deduct any such amounts from any pay or benefits owed to the member.

B. Group Life Insurance

During the term of this Agreement, the College shall sponsor and pay the premiums for group life insurance for each full-time bargaining unit member in the face amount of \$50,000, plus an additional \$50,000 for accidental death and dismemberment. These amounts may be subject to lawfully permitted age-based reductions for members over 65 years of age.

C. Group Long-Term Disability Insurance (LTD)

1. During the term of this Agreement, the College shall sponsor and pay the premiums for a group long term disability (LTD) plan for all eligible full-time bargaining unit members which provides 66 2/3% of the member's regular monthly salary (annual salary divided by 12 months) subject to a maximum monthly benefit is \$5,000. Benefits begin with the ninety-first consecutive day

of disability and continue for the period of time specified in the policy. These benefits will be reduced by payments from Social Security, Michigan Public School Employees Retirement System, the Optional Retirement Plan and from worker's compensation benefits for the period specified in the policy.

2. LTD benefits will be limited to twenty-four (24) months (lifetime) for those bargaining unit members who are disabled due to a nervous or mental condition, or for substance abuse.

D. General Liability Insurance

During the term of this Agreement, the College shall maintain in effect general liability insurance coverage which extends to bargaining unit members while acting in good faith within the scope of their College duties. The limits for such policies shall be not less than:

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

E. Supplemental Benefit Plans

The Employer may sponsor or facilitate member participation in certain supplemental benefit plans, *e.g.*, pre-paid legal plans, identity theft protection plans, extra dental coverage, AFLAC, supplemental life insurance, etc. All bargaining unit members are eligible to participate in such plans according to the terms of the plans. All costs of such plans shall be paid by bargaining unit members who elect to participate.

F. General Insurance Restrictions

1. All insurance plans described in this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the College's insurance carriers (or the College if self-insured). Copies of all plan documents are available in the Human Resources Office, and copies will be periodically distributed to plan participants in accordance with law.
2. The College will notify the Health Care Task Force and offer to bargain over any cost containment programs the College wishes to implement in any insurance plans to which it contributes.
3. The College's liability hereunder shall be limited to tender of premiums for obtainable coverage for which it has agreed to pay. The College shall have no

obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier or Plan Administrator.

4. Disputes concerning the interpretation or application of insurance policies or the granting or denial of coverage or benefits by insurers or Plan Administrators shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums are subject to the Grievance Procedure.

G. Group Insurance Continuation

1. The College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect for the remainder of the academic year for a full-time member who has completed the member's annual full-time workload prior to the end of the academic year (*e.g.*, a Teaching Faculty member who has completed the full-time workload by the end of Spring Semester).
2. The College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect while a member is on an approved sabbatical leave or an approved FMLA leave, provided the member timely pays the member's share to the College Human Resources Department in accordance with Section A of this Article.
3. While a member receives benefits under the College's Long-Term Disability plan, the College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect for up to twelve (12) months of disability (inclusive of time covered by FMLA or paid sick leave).
4. The College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect through the end of the insurance billing cycle during which a member retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence without pay (other than an approved sabbatical leave or FMLA leave).
5. Except as required by law, the College's obligations under this section are limited to the insurance plans and coverage in which the member was participating on the day before the disability and are subject to any restrictions on insurance continuation imposed by the insurance carriers.
6. The College's obligations under this section are conditional upon the member timely paying to the College Human Resources Department any remaining balance of the premiums or illustrated cost to continue insurance coverage in effect. Continuation coverage may lapse due to the member's non-payment. If the College advances funds to pay a member's share of the premium or illustrated cost, the member shall be responsible to repay the College any such amounts on demand and the College may deduct any such amounts from any pay or benefits owed to the member.

7. When the College's obligation to contribute under this section ends, the member (and/or covered family members) shall be entitled to continue group health insurance coverage at their own cost to the extent required and under the circumstances specified by law (e.g., COBRA).

H. Tax-Deferred Annuities

All bargaining unit members are eligible to participate in the College tax-deferred annuity plan in accordance with its terms and applicable law.

I. Reimbursement for College Travel

The College will reimburse a member for reasonable and necessary travel expenses incurred for College business travel authorized in advance by an approved travel request. Such travel reimbursement will be subject to the College's reimbursement policy and procedure in effect at the time and limited as follows:

1. Transportation reimbursement will be limited to the amount paid for coach air fare through the College's designated travel agent or mileage as described in Section J, whichever is less, unless a different amount is approved due to extenuating circumstances (e.g., medical limitations that must be accommodated, etc.).
2. Lodging reimbursement will be limited to lodging for overnight travel away from home through the College's designated travel agent or at available conference rates, whichever is less.
3. Meal Reimbursement will be limited to meals and non-alcoholic beverages for overnight travel away from home, not to exceed the IRS-approved per diem rate for the destination.

J. Mileage

A member required to use his or her personal vehicle for College business shall be paid mileage in accordance with the IRS rules at the most current IRS rate if:

1. Required travel between LCC campuses or off-campus learning locations for scheduled obligations during the workday (excluding travel from home or other location to the first required LCC site or from the last required LCC site to home or other location); or
2. The member must travel to a temporary work location which is outside the LCC district and more than twenty-five (25) miles away from the member's home, in which case the member will be paid for the mileage in excess of the member's regular commute to LCC; or

3. The member must travel away from home overnight on approved College business.

K. Tuition Waivers to Lansing Community College

1. Full-time Bargaining Unit Members

Full-time bargaining unit members will be granted tuition waivers for courses for which they meet entrance requirements, so long as there is no conflict with their work assignment. Such a member's current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, will be granted tuition waivers for courses for which they meet entrance requirements. This benefit is limited to academic years during which the member is working or is on paid leave of absence.

2. Part-time Bargaining Unit Members

- a. Probationary part-time members will be granted twelve (12) 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) 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.
- d. Use of tuition credits by a member will not interfere or conflict with the member's work assignments.

L. Professional Publications and/or Organizations

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

M. Employee Assistance Program

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

N. Parking

1. The College will strive to provide parking at no cost for surface lots (whether leased or owned by the College).
2. An annual, monthly or hourly parking fee may be charged for any College parking facility other than surface lots. If the College determines to increase its annual faculty parking fees prior to the termination of this Agreement, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur. Annual ramp pass charges will be pro-rated on a monthly basis. Employees wishing to park in a College parking facility may purchase an annual ramp pass (which may be prorated in certain circumstances) or pay for parking on a daily basis.
3. The College may require parking cards, decals or other methods of control for each bargaining unit member's car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
4. The primary use of parking privileges in the no-cost surface lots is for employees while conducting College business and such privileges may not be used to provide free parking for family members or others.
5. Misuse of parking cards or permits shall result in the loss of all parking privileges. This includes, but is not limited to, parking more than one (1) vehicle on College owned or leased parking lots or facilities at any one time or allowing another person to use a parking card or permit.
6. Bargaining unit members whose primary work assignment is on the main campus between 8:00 a.m. and 5:00 p.m. may opt out of accepting College parking. Full-time members who opt out will receive a \$500/year stipend (which may be prorated in certain circumstances). Part-time faculty who have achieved Associate Continuing Contract status and are scheduled to teach/work Monday through Friday between 8:00 a.m. and 5:00 p.m. who opt out will receive a pro-rated amount based on their schedule during Fall and Spring Semesters. Employees who opt out are not eligible to purchase an annual ramp pass.

7. Bargaining unit members who accept a parking space leased by the College or who opt out of parking may pay to park in any of the College lots for which payment is required, and shall have access to available free parking spaces 11:00 p.m. to 6:00 a.m. Monday through Thursday, and from Friday at 5:00 p.m. through Monday at 6:00 a.m. and on College-recognized holidays.

O. Retirement

1. Newly hired full-time bargaining unit members shall have the option of participating with the Michigan Public School Employees Retirement System (MPERS) or the Optional Retirement Plan (ORP) insofar as permitted by law. The election to participate in the ORP must be made within the time provided by law and shall be an irrevocable choice except as otherwise provided by law.
2. A bargaining unit member participating in MPERS (including all part-time bargaining unit members and full-time members who did not opt to participate in ORP) shall have rights and obligations as established by applicable law.
3. A bargaining unit member participating in ORP shall have rights and obligation as established by applicable law, subject to the following:
 - a. A participating employee shall contribute 4.3% of the employee's gross earnings, or such higher amount as may be required by law; the member is immediately and fully vested in such contributions;
 - b. The College shall contribute 12.0% of the participating employee's gross earnings; the member shall be 100% vested in such contributions after two plan years of full-time employment (as defined by the Plan).
 - c. The parties will periodically review the performance, risk and administrative record of the College's ORP vendor(s).
4. Retirement of bargaining unit members will be handled in accordance with the regulations established by MPERS and the Office of Retirement Services, and in conformance with the appropriate State and Federal laws.

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 3.36 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-day 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 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 hours.

3. MAHE Sick Leave Bank

The College shall annually establish a MAHE Sick Leave Bank of 3,400 hours of Sick Leave.

4. Draw from Accumulated Sick Leave or Sick Leave Bank

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

- a. A teaching assignment will draw 2.0 hours sick leave for each full or partial contact hour 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 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.

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).
- 2) Court subpoena or summons not resulting from employment at the College (as required by the court).
- 3) Income tax investigation (8 hours).

- 4) 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.
- 5) To attend the marriage of the bargaining unit member, two (2) consecutive days; son or daughter, one (1) day.
- 6) Personal Leave for reasons other than those listed above (16 hours).
- 7) 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).

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. Documentation

6. Documentation

For any use of sick leave for more than three (3) consecutive work days or more than five (5) consecutive calendar days (whichever is shorter), the member shall provide written explanation of the reason(s) and may be required to provide documentation satisfactory to establish the need for such sick leave. Leave of Absence request forms (e.g. FMLA, etc.) will be maintained by the College and made available to all members via the LCC-HR website.

The College may require such written explanation and/or documentation for sick leaves of shorter duration if reasonable under the circumstances (e.g., in cases of apparent pattern or excessive absenteeism, apparent improper use of sick leave, etc.) provided the member shall be notified of such requirement as early as possible.

7. Draw from MAHE Sick Leave Bank

A bargaining unit member who has exhausted accumulated sick leave may draw from the MAHE Sick Leave Bank 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.

Maximum draw from the available MAHE Sick Leave Bank per event shall be equal to the paid work time lost by the member within ninety (90) calendar days after commencing the sick leave, less any portion of such time covered from the member's accumulated sick leave. Recurrent absences separated by a return to work of less than six (6) months will be considered part of a single event.

B. Leaves for Personal Reasons

1. Court Appearances. If a bargaining unit member is compelled by subpoena to testify in a court proceeding, the member will be excused from his or her assigned work as required. If the College is a party in the proceeding and the member is subpoenaed to testify about activities or observations occurring within the scope of and as part of the member's job duties at the College, the member will not lose pay for hours the member would otherwise have been scheduled to work, provided the employee's interests in the proceeding are not adverse to those of the College.
2. Jury Duty. A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. A bargaining unit member shall receive full pay for the employee's regularly scheduled hours of work necessarily lost due to jury service, to a maximum of sixty (60) days in any academic year, provided the employee informs the College within one (1) week of receipt of a jury summons, and provided further that the employee pays over to the College all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day. The provisions of this Article are not applicable to a bargaining unit member who, without being summoned, volunteers for jury duty.
3. Administrative Leave. The College may, within its sole discretion, authorize or direct an employee to take an administrative leave of absence with pay, where such leave would benefit the employee or the College.
4. Personal Leave. Upon written request, an employee may be granted a personal leave of absence by the College, without pay or benefits, not to exceed one (1) year in duration. Personal leave shall be used in increments of at least one (1) week and may be used for purposes of continuing education, caring for an incapacitated member of the employee's immediate family and/or household, childbearing purposes, adoption purposes, Peace Corps, Overseas Teaching, serving as an officer on professional associations, or taking care of similarly important matters that cannot be handled without such a leave.
5. Family/Medical Leave. A leave of absence without pay shall be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available Accrued Sick Leave for leave which would otherwise be unpaid under the Act, if the leave is the result of the

employee's serious health condition. Employees on Family/Medical Leave may be eligible for workers compensation benefits or sickness and accident benefits while on Leave under this Section. The employee shall provide the College with timely notice and with such health care provider certifications or other documentation as the College requests in accordance with the Act and applicable regulations. An employee who fails to provide such notice and certification or other documentation, or who fails to maintain contact as directed by the College, shall be deemed to have waived any and all rights under this Section and under the Act. Return to work shall be governed by the provisions of the Act. An employee who fails to return to work at the conclusion of a leave under this Section may be required to reimburse the College for group insurance premiums and costs paid by the College, as permitted under the Act and applicable regulations.

6. Disability Leave. A non-probationary employee who has exhausted all leave rights to, or is ineligible for, Family/Medical Leave may be granted a disability leave for periods during which the employee receives disability benefits under the College's disability or workers' compensation insurance programs for up to one (1) year (inclusive of FMLA leave time) or such longer period as required by law. As a condition of commencing and continuing such leave, the employee must provide the College Human Resources Department with updated information about the employee's medical condition, ability and intention to return to work, as directed by the College.
7. Military Leave. Request for military leave should be made within one (1) week of receipt of orders to report for active duty, whether by induction, enlistment, or call-up of Reservists or National Guard Personnel. The leave shall be for the period of required active duty. Placement of returning members from active military leave will be handled in accordance with current Federal regulations governing military leaves. Incremental credits will be allowed.

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

- a. The bargaining unit member must notify their immediate supervisor of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.
- b. For each day of absence, the bargaining unit member will receive the difference in pay between:
 - 1) Regular military pay less any amounts specifically received for meals, housing or travel, and

- 2) Pay the bargaining unit member would have received had he/she been at work on that day.
8. Political Leave. An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office provided, however, that there shall be no disruption of classes and that the leave shall commence prior to the beginning of a regular semester. Forty-five (45) days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

C. Sabbatical/Professional Development Leave

1. Purpose. The purpose of a Sabbatical/Professional Development Leave is to provide for professional growth of the bargaining unit member that is not possible while fulfilling the obligations of a full-time appointment. Sabbatical/Professional Development Leaves may be granted for advanced study, research, writing or cognate pursuits, resulting in achievement which will contribute to the professional effectiveness of the faculty member and will significantly benefit the College.
2. Eligibility to Apply. A bargaining unit member is eligible for consideration for Sabbatical/Professional Development Leave if, as of February 1 preceding the academic year for which the leave is sought, the member:
 - a. Is a full-time employee in the bargaining unit currently and actively employed (not on leave of absence or layoff);
 - b. Has completed at least six (6) years of full-time service to the College;
 - c. Has performed at least 192 workload hours (equivalent to 8,304 clock hours) for the College within the preceding seven (7) academic years; and
 - d. Has not been on Sabbatical/Professional Development Leave within the preceding six (6) academic years.
3. Process
 - a. Notice. No later than September 15 each academic year, the College Human Resources Department will notify all full-time bargaining unit members of the deadline for submitting applications and reference this Article for Sabbatical/Professional Development Leave.
 - b. Pre-Application. Prior to November 15 of the year preceding the academic year for which the leave is sought, the member shall meet with the member's administrative supervisor and other members of the program

or department. The purpose of this meeting is to assist the member in formulating a mutually beneficial leave proposal. Discussion should include:

- 1) The purpose(s) of the proposed leave;
- 2) The timing of the proposed leave and its impact on the program or department;
- 3) The value of the proposed leave to the member and the program or department;
- 4) The burden(s) of the proposed leave on the program or department.

c. Application Process

- 1) Not later than November 15 of the year preceding the academic year for which the leave is sought, the member shall submit a draft of the application materials to the member's Dean or designee. The materials to be submitted include:
 - a) A completed "Sabbatical/Professional Development Leave Request Form;"
 - b) A statement of the purpose(s) of the Sabbatical/Professional Development Leave including the activities to be undertaken with timelines for completion in order to achieve the purpose(s);
 - c) A method of evaluating the accomplishment of the stated objective(s);
 - d) A statement of the benefits and value of the Sabbatical/Professional Development Leave to the bargaining unit member;
 - e) A statement of the benefits and value of the Sabbatical/Professional Development Leave to the College (independent of the faculty member's professional growth);
 - f) A description of any contract, grant or fellowship related to the Sabbatical/Professional Development Leave, including the nature of the contract, grant or fellowship, the approximate time requirements on the part of the applicant; and the dollar amount of any such contract, grant or fellowship; and
 - g) A signed agreement that, if the member receives a Sabbatical/Professional Development Leave, the member shall return to the College for a period of one (1) year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits

and expenses) attributable to the Sabbatical/Professional Development Leave period, together with a signed promissory note reflecting this refund obligation.

- 2) If requested, the Dean or designee and member shall meet to discuss the plan and possible improvement to the application materials.
 - 3) Not later than January 5, the member may submit a revised final draft to the Dean or designee.
 - 4) By January 15, the Dean or designee will review the revised final draft and may submit a recommendation on the application, together with written explanation, and deliver it to the member, with a copy to the Sabbatical/Professional Development Committee.
- d. Not later than January 25, the member shall submit the final draft of the completed application materials to the Human Resources Department, which will distribute copies thereof to the members of the Sabbatical/Professional Development Committee.
- e. The Sabbatical/Professional Development Committee shall consist of:
- Five (5) bargaining unit members
 - Two (2) administrators
 - Two (2) alternates (one (1) bargaining unit member, one (1) administrator) who will serve as active members when needed for a quorum.

In the event a member of the Sabbatical/Professional Development Committee requests a Sabbatical/Professional Development Leave, that person shall withdraw his/her membership from the Sabbatical/Professional Development Committee prior to the submission of the request and for the duration of the Sabbatical/Professional Development Leave, if approved.

- f. The Sabbatical/Professional Development Committee shall review, score and rank each Sabbatical/Professional Development Leave request based on relevant criteria, including but not limited to, the following:
- 1) The merit of the application;
 - 2) The extent to which the request states specific deadlines and measurable educationally constructive objectives;

- 3) The extent to which a leave will have positive impact on the quality of instruction or service at the College through the bargaining unit member's increased competence and/or improved instructional techniques;
 - 4) The extent to which a leave will, independent of impact on the bargaining unit member, measurably benefit the College by supporting its curricula, mission and initiatives and improving student success;
 - 5) Reasonable and equitable distribution of leaves across the College;
 - 6) Contributions of the applicant to the College;
 - 7) Length of service and employment history of the applicant;
 - 8) The quality and timeliness of any reports and other work produced by the applicant while on a previous Sabbatical/Professional Development Leave.
- g. The Sabbatical/Professional Development Committee may request additional or supplemental information from applicants and others in order to better evaluate Sabbatical/Professional Development Leave requests. The Sabbatical/Professional Development Committee shall have the prerogative to hold conferences with applicants.
- h. Not later than March 24, the Sabbatical/Professional Development Committee shall provide the Human Resources Department, the College President, the Provost, and the Board of Trustees with a written report, signed by a majority of its members, containing:
- 1) A recommendation for or against approval of each application, together with a brief explanation of the reasons for the recommendation;
 - 2) The rank order of each application based on the criteria described in subsection 3.f. above; and
 - 3) A copy of the materials considered by the Sabbatical/Professional Development Committee in reaching its decision.
- i. Not later than March 24, the Sabbatical/Professional Development Committee will provide a copy of individual recommendations and the reasons for the recommendation to the bargaining unit member who submitted the application.

- j. Prior to the April meeting of the Board of Trustees, the President will review the report and recommendations submitted by the Sabbatical/Professional Development Committee. The President will endorse any Committee recommendation the President supports and deliver a written report on all recommendations, together with explanatory comments, to the Board of Trustees for consideration and action.
 - k. The member will receive a copy of the President's decision and written report on their individual Sabbatical/Professional Development application, together with explanatory comments.
 - l. Not later than April 30, the Board of Trustees will exercise its authority to make the final decision on granting Sabbatical/ Professional Development Leaves.
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.
 - 3) A bargaining unit member on approved Sabbatical/Professional Development Leave shall not render service for compensation for the College except with the written authorization of the Provost or the Provost's designee.
 - 4) No leaves whatsoever shall be granted for the taking of employment for pecuniary advantage elsewhere, and a member on Sabbatical/Professional Development Leave shall not render service for compensation in another institution or enterprise without prior written approval of the Provost or the Provost's designee. Provided full disclosure is made in the application

materials, this condition does not preclude retention of pre-existing employment (whether or not related to the objectives of the Leave), or acceptance of a contract, grant, or fellowship that materially aids the Sabbatical/Professional Development Leave. Violation of any condition of this subsection may lead to immediate suspension of the sabbatical pay and may result in disciplinary action.

- 5) If a member accepts a contract, grant or fellowship in connection with the Sabbatical/Professional Development Leave, the proceeds may be expended on documented, reasonable and necessary expenses incurred for the Sabbatical/Professional Development Leave. Any remaining proceeds shall be retained by the member, provided the amount retained plus the member's compensation from the College shall not exceed the member's base salary for the term of the Sabbatical/Professional Development Leave. The member shall refund any overpayment to the College.

b. Completion of Approved Sabbatical/Professional Development Leave

- 1) A bargaining unit member granted a Sabbatical/Professional Development Leave shall be responsible for timely accomplishment of the stated objectives of the Sabbatical/Professional Development Leave.
- 2) Each bargaining unit member approved for a Sabbatical/Professional Development Leave shall meet with a member of the committee at least one (1) month prior to the commencement of the leave. The purpose of the meeting will be to prepare a Pre-Sabbatical/Professional Development Leave Report signed by both the bargaining unit member and the committee member, which restates the objectives of the leave with requirements and timelines for any required interim and/or final reports.
- 3) Any bargaining unit member on Sabbatical/Professional Development Leave shall not be required to attend any College functions during the duration of his/her Sabbatical/Professional Development Leave unless the employee performs other compensated work for the College during such leave.
- 4) If, during the term of the Sabbatical/Professional Development Leave, circumstances beyond the control of the bargaining unit member and the College cause the bargaining unit member to be unable to accomplish the stated objectives of the Sabbatical/Professional Development leave within the established timelines, the bargaining unit member shall meet with the

Sabbatical/Professional Development Committee to agree upon alternate objectives or timelines. Any such alternate objectives shall be subject to approval or rejection by the Provost or designee.

c. Upon completion of the Sabbatical/Professional Development Leave:

- 1) The bargaining unit member shall provide a written report to the Sabbatical/Professional Development Committee and to the College Human Resources Department, along with such other documentation as the Sabbatical/Professional Development Committee may desire, establishing the satisfactory completion of the stated objectives of the Sabbatical/Professional Development Leave. Such materials shall be provided within thirty (30) days of the end of the Sabbatical/Professional Development Leave, unless otherwise provided in the approved Sabbatical/Professional Development Leave application or by written authorization of the Provost or the Provost's designee. If a member fails to comply with the requirements of this provision, two-hundred-seventy dollars (\$270.00) will be deducted from the member's pay for each pay period in which the member is out of compliance, and such amount will be contributed by the College to the LCC Foundation.
- 2) The Sabbatical/Professional Development Committee will evaluate the success of the Sabbatical/Professional Development Leave in light of the materials submitted.
- 3) The Sabbatical/Professional Development Committee will promptly provide the President or the President's designee with a written evaluation of each Sabbatical/Professional Development Leave, signed by a majority of the members of the Sabbatical/Professional Development Committee.
- 4) The College may require the bargaining unit member to present an overview of the Sabbatical/Professional Development Leave and its outcomes to the Board of Trustees or at program, department or division meetings or in other appropriate venues.

d. After completion of the Sabbatical/Professional Development Leave

- 1) Upon return from Sabbatical/Professional Development Leave, a bargaining unit member shall be placed at the same position on the compensation schedule(s) as the member would have held if the member had not been on Sabbatical/Professional Development Leave.

- 2) The bargaining unit member who receives a Sabbatical/Professional Development Leave shall return to the College for a period of one (1) year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits and expenses) attributable to the Sabbatical/Professional Development Leave period.
- 3) If circumstances beyond the control of the bargaining unit member and the College cause the bargaining unit member to be temporarily unable to complete the required year of active employment following the Sabbatical/Professional Development Leave, the bargaining unit member shall meet with the Provost or designee to discuss alternate timelines, which may be established at the discretion of the Provost or designee. If a member returns to employment at the College following the Sabbatical/Professional Development Leave but is approved for MPSERS or Social Security disability retirement prior to being able to fulfill the one (1) year return requirement, the promissory note will be forgiven.
- 4) If the bargaining unit member fails to return to the College and fails to refund the salary and benefits, the Association and the College will meet with the bargaining unit member to encourage voluntary compliance. If the bargaining unit member still refuses to comply, the College may enforce the refund obligation through any lawful means.
- 5) If the bargaining unit member is laid off or terminated other than for cause, the promissory note will be forgiven.
- 6) During a Sabbatical/Professional Development Leave, the College will deduct from the member's pay an amount equal to the normal employee MPSERS contribution. Retirement credit for Sabbatical/Professional Development Leave will be paid by the College after the bargaining unit member returns to work for one (1) year following the leave, provided the bargaining unit member timely makes any required application for credit and submits the billing to the College. Bargaining unit members participating in a Sabbatical/Professional Development Leave will not be disadvantaged in their retirement plan as a result of such participation, subject to State law and regulations.

ARTICLE XXIV. AGREEMENT INTERPRETATION

A. Special Conferences

1. Special Conferences on important matters, including administration or interpretation of the Agreement, excluding grievances and negotiations, will be arranged between the Employer and the Association upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement.
2. Unless otherwise agreed, Association representation at Special Conferences will be limited to not more than two (2) employee representatives and two (2) non-employee representatives.
3. Special Conferences will be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference will be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it will be delivered before the meeting. Matters taken up will be confined to those included on the agenda, unless otherwise agreed by the parties.
4. Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.
5. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor will participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances, negotiations, or items of concern to the parties in the interpretation and enforcement of this Agreement.

B. Amendment to the Collective Bargaining Agreement

1. Either party to this Agreement may request a meeting to discuss possible amendment of the Agreement if it believes a provision of the Agreement is unworkable or if the Agreement is otherwise in need of amendment. The request for such a meeting will be in writing and will describe the nature of the concern and the intended purpose of the possible amendment.
2. If such a meeting is requested, the President of the Association and the Executive Director of Human Resources, together with such other representatives as agreed to by the President of the Association and the Executive Director of Human Resources, shall meet to discuss possible remedial action.
3. If the parties' representatives mutually agree upon an amendment of the Collective Bargaining Agreement, the parties shall submit the proposed

amendment in writing to the Association Executive Board and to the LCC Board of Trustees or its duly authorized agent for their consideration and ratification.

4. Upon ratification by both constituent agencies, the proposed amendment will become a part of this Agreement in accordance with its terms. This Agreement cannot be amended by any other process.
5. Participation in any such meetings does not and will not obligate either party to engage in collective bargaining, or to agree to modify or otherwise change the terms of this Agreement, and this provision on Amendment to the Collective Bargaining Agreement is not subject to the Grievance Procedure.

ARTICLE XXV. GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as a claim made by one (1) or more bargaining unit members, alleging a violation, misinterpretation and/or misapplication of a specific article or section of this Agreement as written and/or the College's Policies related to employment practices.
2. An "aggrieved bargaining unit member" is the member who is directly affected by an alleged violation, misinterpretation, or misapplication and therefore, will make a claim as a "grievant." The Association is the "grievant" when Association rights have been allegedly violated. A grievance which affects two (2) or more aggrieved bargaining unit members may be initiated by the affected members or may be processed as an Association grievance, but not both.

B. Purpose

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

C. Procedure

The parties recognize that it is important for grievances to be processed as rapidly as possible. Consequently, the number of days indicated at each Level should be considered

a maximum, and every effort should be made to expedite the process. Time limits may be extended only by written (or electronic) mutual agreement by the parties. In the event that prescribed action is not taken by the aggrieved bargaining unit member or the Association within the grievance time limits specified herein, the grievance will be deemed settled and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. Any aggrieved bargaining unit member shall have the right to Association representation at all Levels of the grievance procedure. The grievance form shall be made available to members by the College's Human Resources Department and/or the Association.

1. Level One. Informal Discussion and Written Grievance

a. Individual Member Grievances

- 1) An aggrieved bargaining unit member shall discuss the matter giving rise to the grievance with his/her supervisor within twenty-one (21) calendar days of the event giving rise to the grievance with the objective of resolving the matter informally and may request an Association Representative to attend.
- 2) If the aggrieved bargaining unit member is unsatisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved bargaining unit member shall file a written grievance setting forth the detailed facts and the specific provision or provisions of the Agreement alleged to have been violated and stating the settlement desired.
- 3) The aggrieved bargaining unit member is encouraged to consult with an Association Representative prior to writing and submitting the grievance.
- 4) The written grievance must be delivered to the grievant's supervisor, and copies delivered to the College Human Resources Department and the Association offices within twenty-eight (28) calendar days of the event giving rise to the grievance.

- b. Association Grievances. Matters involving Association grievances will be discussed with the appropriate administrative official as designated by the College's Executive Director of Human Resources in an attempt to resolve the matter informally. If the matter is not resolved informally and the Association desires to further pursue the matter, the Association must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired) within twenty-eight (28) calendar days of the event giving rise to the grievance. The Association grievance must be delivered to the supervising Dean or other administrative official as

designated by the College's Executive Director of Human Resources and a copy delivered to the College Human Resources Department.

- c. **Level One Written Disposition.** Within fourteen (14) calendar days of delivering the written grievance, the grievant and/or an Association representative will arrange to meet with the grievant's supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) in an effort to resolve the issue. The supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or an Association representative within fourteen (14) calendar days after such meeting.

2. Level Two. Human Resources Review

- a. **Association Request for Review.** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has been rendered in the time allowed, the grievant or the Association may advance the grievance by delivering a written appeal to the College's Executive Director of Human Resources or the Executive Director's designee within fourteen (14) calendar days after the written disposition is issued, or if no written disposition is timely issued, within fourteen (14) days after the due date for the written disposition. The written appeal shall contain a brief explanation of the reason(s) for rejecting the disposition, and any change in the settlement proposed, and shall be signed by the aggrieved employee(s) and the Association representative.
- b. **Human Resources Written Answer.** Within fourteen (14) calendar days after delivery of the written appeal, the grievant or an Association representative will arrange to meet with the Executive Director of Human Resources or his/her designee to discuss the disputed issue(s) in the grievance. Absent agreement for a longer period, the meeting shall be held within fourteen (14) calendar days after delivery of the written appeal. The Association and the College may each have up to three (3) additional people present to participate in the discussion. Within fourteen (14) calendar days from the date of the Level Two meeting the Executive Director of Human Resources or designee will reply with a written answer to the appeal.

3. Level Three. Voluntary Mediation

If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within fourteen (14) calendar days of the Level Two answer. If a

satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association and the College.

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 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, 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 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. Powers of Arbitrator. The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written; and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall have no power or authority to change any classification wage rates, workloads or performance standards, but may otherwise rule on grievances involving such matters.
- d. Cooperation. The College and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be

minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.

- 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.

ARTICLE XXVI. AGREEMENT EFFECTUATION

- A. This Agreement including all of its appendices shall supersede any rules, regulations or practices of the College, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-law provisions of the Association heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the College. All individual contracts with bargaining unit members are subject to the terms of this Agreement.
- B. Six hundred (600) copies of this Agreement shall initially be printed by the College and provided to the Association for the purposes of distribution to those members who request a copy. Members are encouraged to view the contract on the College website and to only request copies if the copy will be utilized by the member. If, at any time during the duration of the Agreement, the Association requires additional copies for the purpose of distributing them to members, the College will print up to a maximum of twelve hundred (1200) copies.
- C. Emergency Manager Provision
 - 1. The provision set forth in Subsection 2 is included solely as a result of PA 9 of 2011 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, 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 Government and School District Fiscal Accountability Act, PA 4 of 2011, do not apply to community colleges.
 - 2. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application

shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII. DECLARATION OF GOOD FAITH

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

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a bargaining unit member from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the member's duties of employment) for any purpose whatsoever.
- B. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. 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 will not support the action of any member taken in violation of this Article.
- D. Violation of this Article by any member or group of members will constitute just cause for discharge and/or the imposition of discipline or penalties.
- E. The College will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.

ARTICLE XXVIII. DURATION OF AGREEMENT

This Agreement shall be effective as of May 21, 2012, and shall continue until 11:59 p.m., August 21, 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

ASSOCIATION

Chairman Date

President Date

Secretary Date

MEA UniServ Director Date

APPENDIX A - ACADEMIC CALENDAR
2012-2013 Academic Calendar

Fall Semester 2012

| | | |
|--------------------------|------|-------------------------|
| Prep Days | (3) | August 20 – 22 |
| Classes Begin and End | (80) | August 23 – December 17 |
| Grading Day | (1) | December 18 |
| Fall Semester 2012 Total | (84) | |

Spring Semester 2013

| | | |
|----------------------------|------|---------------------|
| Prep Days | (3) | January 7, 8 and 11 |
| Professional Activity Days | (2) | January 9, 10 |
| Classes Begin and End | (80) | January 14 – May 13 |
| Spring Break – No Classes | - | March 4 – 10 |
| Grading Day | (1) | May 14 |
| Professional Activity Days | (2) | May 15, 16 |
| Graduation Day | (1) | May 17 |
| Spring Semester 2013 Total | (89) | |

Summer Semester 2013

| | | |
|----------------------------|------|-------------------|
| Prep Day | (1) | June 5 |
| Classes Begin and End | (40) | June 6 – August 4 |
| Grading Day | (1) | August 5 |
| Summer Semester 2013 Total | (42) | |

Days Between the 2012 – 2013 Academic Semesters the College is Open:

December 19 – 21
 January 2 – 6
 May 18 – 24
 May 28 – June 4
 August 6 – August 18

Days Bargaining Unit Members

Will Not Be Scheduled:

| | |
|----------------------------|-------------------------|
| Labor Day | September 3 |
| Thanksgiving Weekend | November 22 – 25 |
| Winter Break | December 22 – January 1 |
| Martin Luther King Jr. Day | January 21 |
| Memorial Day Weekend | May 25 – 27 |
| Independence Day Weekend | July 4 – 7 |

2013-2014 Academic Calendar

Fall Semester 2013

| | | |
|--------------------------|------|-------------------------|
| Prep Days | (3) | August 19 – 21 |
| Classes Begin and End | (80) | August 22 – December 16 |
| Grading Day | (1) | December 17 |
| Fall Semester 2013 Total | (84) | |

Spring Semester 2014

| | | |
|----------------------------|------|---------------------|
| Prep Days | (3) | January 6, 7 and 10 |
| Professional Activity Days | (2) | January 8, 9 |
| Classes Begin and End | (80) | January 13 – May 12 |
| Spring Break – No Classes | - | March 3 – 9 |
| Grading Day | (1) | May 13 |
| Professional Activity Days | (2) | May 14, 15 |
| Graduation Day | (1) | May 16 |
| Spring Semester 2014 Total | (89) | |

Summer Semester 2014

| | | |
|----------------------------|------|-------------------|
| Prep Day | (1) | June 5 |
| Classes Begin and End | (40) | June 6 – August 3 |
| Grading Day | (1) | August 4 |
| Summer Semester 2014 Total | (42) | |

Days Between the 2013 – 2014 Academic Semesters the College is Open:

December 18 – 21
January 2 – 10
May 17 – 23
May 27 – June 4
August 6 – August 17

Days Bargaining Unit Members

Will Not Be Scheduled:

| | |
|----------------------------|--------------------------|
| Labor Day | September 2 |
| Thanksgiving Weekend | November 28 – December 1 |
| Winter Break | December 21 – January 1 |
| Martin Luther King Jr. Day | January 20 |
| Memorial Day Weekend | May 24 – 26 |
| Independence Day Weekend | July 4 – 6 |

2014-2015 Academic Calendar

Fall Semester 2014

| | | |
|--------------------------|------|-------------------------|
| Prep Days | (3) | August 18 – 20 |
| Classes Begin and End | (80) | August 21 – December 15 |
| Grading Day | (1) | December 16 |
| Fall Semester 2014 Total | (84) | |

Spring Semester 2015

| | | |
|----------------------------|------|---------------------|
| Prep Days | (3) | January 5, 6 and 9 |
| Professional Activity Days | (2) | January 7, 8 |
| Classes Begin and End | (80) | January 12 – May 11 |
| Spring Break – No Classes | - | March 9 – 15 |
| Grading Day | (1) | May 12 |
| Professional Activity Days | (2) | May 13, 14 |
| Graduation Day | (1) | May 15 |
| Spring Semester 2015 Total | (89) | |

Summer Semester 2015

| | | |
|----------------------------|------|-------------------|
| Prep Day | (1) | June 4 |
| Classes Begin and End | (40) | June 5 – August 2 |
| Grading Day | (1) | August 3 |
| Summer Semester 2015 Total | (42) | |

Days Between the 2014 – 2015 Academic Semesters the College is Open:

December 17 – 23
January 2 – 9
May 16 – 22
May 26 – June 3
August 4 – August 16

Days Bargaining Unit Members

Will Not Be Scheduled:

| | |
|----------------------------|---------------------------|
| Labor Day | September 1 |
| Thanksgiving Weekend | November 27 – November 30 |
| Winter Break | December 24 – January 1 |
| Martin Luther King Jr. Day | January 19 |
| Memorial Day Weekend | May 23 – 25 |
| Independence Day Weekend | July 3 – 5 |

2015-2016 Academic Calendar

Fall Semester 2015

| | | |
|--------------------------|------|-------------------------|
| Prep Days | (3) | August 17 – 19 |
| Classes Begin and End | (80) | August 20 – December 14 |
| Grading Day | (1) | December 15 |
| Fall Semester 2015 Total | (84) | |

Spring Semester 2016

| | | |
|----------------------------|------|--------------------|
| Prep Days | (3) | January 4, 5 and 8 |
| Professional Activity Days | (2) | January 6, 7 |
| Classes Begin and End | (80) | January 11 – May 9 |
| Spring Break – No Classes | - | March 7 – 13 |
| Grading Day | (1) | May 10 |
| Professional Activity Days | (2) | May 11, 12 |
| Graduation Day | (1) | May 13 |
| Spring Semester 2016 Total | (89) | |

Summer Semester 2016

| | | |
|----------------------------|------|-------------------|
| Prep Day | (1) | June 3 |
| Classes Begin and End | (40) | June 6 – August 1 |
| Grading Day | (1) | August 2 |
| Summer Semester 2016 Total | (42) | |

Days Between the 2015 – 2016 Academic Semesters the College is Open:

December 16 – 23
January 2 – 8
May 14 – 27
May 31 – June 2
August 3 – August 14

Days Bargaining Unit Members

Will Not Be Scheduled:

| | |
|----------------------------|---------------------------|
| Labor Day | September 7 |
| Thanksgiving Weekend | November 26 – November 29 |
| Winter Break | December 24 – January 1 |
| Martin Luther King Jr. Day | January 18 |
| Memorial Day Weekend | May 28 – 30 |
| Independence Day Weekend | July 2 – 4 |

APPENDIX B – FULL-TIME COMPENSATION SCHEDULES

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-1

2012-2014
**FULL-TIME TEACHING FACULTY SCHEDULE
 BASED ON HIGHEST RELEVANT DEGREE**

| STEP | HS | AD | BD | MD | MD2 / MFA | PD |
|-------------|-----------|-----------|-----------|-----------|----------------------|-----------|
| 1 | \$41,055 | \$44,059 | \$47,063 | \$50,067 | \$51,069 | \$52,090 |
| 2 | \$42,311 | \$45,407 | \$48,503 | \$51,599 | \$52,632 | \$53,684 |
| 3 | \$43,568 | \$46,755 | \$49,943 | \$53,131 | \$54,195 | \$55,278 |
| 4 | \$44,824 | \$48,103 | \$51,383 | \$54,663 | \$55,758 | \$56,872 |
| 5 | \$46,081 | \$49,451 | \$52,823 | \$56,195 | \$57,321 | \$58,466 |
| 6 | \$47,337 | \$50,799 | \$54,263 | \$57,727 | \$58,884 | \$60,060 |
| 7 | \$48,594 | \$52,147 | \$55,703 | \$59,259 | \$60,447 | \$61,654 |
| 8 | \$49,849 | \$53,495 | \$57,143 | \$60,791 | \$62,010 | \$63,248 |
| 9 | \$51,106 | \$54,843 | \$58,583 | \$62,323 | \$63,573 | \$64,842 |
| 10 | \$52,362 | \$56,191 | \$60,023 | \$63,855 | \$65,136 | \$66,436 |
| 11 | \$53,618 | \$57,539 | \$61,463 | \$65,387 | \$66,699 | \$68,030 |
| 12 | \$54,873 | \$58,887 | \$62,903 | \$66,919 | \$68,262 | \$69,624 |
| 13 | \$56,130 | \$60,235 | \$64,343 | \$68,451 | \$69,825 | \$71,218 |
| 14 | \$57,386 | \$61,583 | \$65,783 | \$69,983 | \$71,388 | \$72,812 |
| 15 | \$58,643 | \$62,931 | \$67,223 | \$71,515 | \$72,951 | \$74,406 |
| 16 | \$59,899 | \$64,279 | \$68,663 | \$73,047 | \$74,514 | \$76,000 |
| 17 | \$61,156 | \$65,627 | \$70,103 | \$74,579 | \$76,077 | \$77,594 |
| 18 | \$62,411 | \$66,975 | \$71,543 | \$76,111 | \$77,640 | \$79,188 |
| 19 | \$63,668 | \$68,323 | \$72,983 | \$77,643 | \$79,203 | \$80,782 |
| 20 | \$64,924 | \$69,671 | \$74,423 | \$79,175 | \$80,766 | \$82,376 |
| 21 | \$66,181 | \$71,019 | \$75,863 | \$80,707 | \$82,329 | \$83,970 |
| 22 | \$67,437 | \$72,367 | \$77,303 | \$82,239 | \$83,892 | \$85,564 |
| 23 | \$68,694 | \$73,715 | \$78,743 | \$83,771 | \$85,455 | \$87,158 |
| 24 | \$69,950 | \$75,063 | \$80,183 | \$85,303 | \$87,018 | \$88,752 |
| 25 | \$71,229 | \$76,411 | \$81,623 | \$86,835 | \$88,581 | \$90,346 |

At the beginning of the 2012 – 2013 academic year, all full-Time Teaching Faculty, except full-time Early College Teaching Faculty or those on the BP Level, hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Full-time Early College Teaching Faculty hired prior to ratification will be placed on the appropriate Level at the lowest Step that will result in an annual pay increase of at least \$500.

Full-time Teaching Faculty who were on the BP Level will be placed on the BD scale on the lowest Step that will result in a pay increase.

Full-time Teaching Faculty who were on the MP Level will be placed on the MD2/MFA.

Effective at the beginning of the 2013-14 Academic Year, full-time Teaching Faculty who are not red-circled or at the top of the scale will advance one (1) Step.

The parties agree that all teaching faculty are encouraged to lead by example and, if not achieved, complete a Bachelor or higher Level Degree(s) from an accredited College or University relevant to their field.

APPENDIX B-1

2014-2015
FULL-TIME TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELEVANT DEGREE

Effective at the beginning of the 2014-15 Academic Year, the following schedule shall be in effect:

| STEP | HS | AD | BD | MD | MD2 / MFA | PD |
|-------------|-----------|-----------|-----------|-----------|----------------------|-----------|
| 1 | \$41,055 | \$44,059 | \$47,063 | \$50,067 | \$51,069 | \$52,090 |
| 2 | \$42,311 | \$45,407 | \$48,503 | \$51,599 | \$52,632 | \$53,684 |
| 3 | \$43,568 | \$46,755 | \$49,943 | \$53,131 | \$54,195 | \$55,278 |
| 4 | \$44,824 | \$48,103 | \$51,383 | \$54,663 | \$55,758 | \$56,872 |
| 5 | \$46,081 | \$49,451 | \$52,823 | \$56,195 | \$57,321 | \$58,466 |
| 6 | \$47,337 | \$50,799 | \$54,263 | \$57,727 | \$58,884 | \$60,060 |
| 7 | \$48,594 | \$52,147 | \$55,703 | \$59,259 | \$60,447 | \$61,654 |
| 8 | \$49,849 | \$53,495 | \$57,143 | \$60,791 | \$62,010 | \$63,248 |
| 9 | \$51,106 | \$54,843 | \$58,583 | \$62,323 | \$63,573 | \$64,842 |
| 10 | \$52,362 | \$56,191 | \$60,023 | \$63,855 | \$65,136 | \$66,436 |
| 11 | \$53,618 | \$57,539 | \$61,463 | \$65,387 | \$66,699 | \$68,030 |
| 12 | \$54,873 | \$58,887 | \$62,903 | \$66,919 | \$68,262 | \$69,624 |
| 13 | \$56,130 | \$60,235 | \$64,343 | \$68,451 | \$69,825 | \$71,218 |
| 14 | | \$61,583 | \$65,783 | \$69,983 | \$71,388 | \$72,812 |
| 15 | | \$62,931 | \$67,223 | \$71,515 | \$72,951 | \$74,406 |
| 16 | | \$64,279 | \$68,663 | \$73,047 | \$74,514 | \$76,000 |
| 17 | | \$65,627 | \$70,103 | \$74,579 | \$76,077 | \$77,594 |
| 18 | | \$66,975 | \$71,543 | \$76,111 | \$77,640 | \$79,188 |
| 19 | | \$68,323 | \$72,983 | \$77,643 | \$79,203 | \$80,782 |
| 20 | | \$69,671 | \$74,423 | \$79,175 | \$80,766 | \$82,376 |
| 21 | | \$71,019 | \$75,863 | \$80,707 | \$82,329 | \$83,970 |
| 22 | | \$72,367 | \$77,303 | \$82,239 | \$83,892 | \$85,564 |
| 23 | | \$73,715 | \$78,743 | \$83,771 | \$85,455 | \$87,158 |
| 24 | | \$75,063 | \$80,183 | \$85,303 | \$87,018 | \$88,752 |
| 25 | | \$76,411 | \$81,623 | \$86,835 | \$88,581 | \$90,346 |

Beginning 2014-15 Academic Year, full-time Teaching Faculty who are on the HS Level will not advance beyond Step 13 of the HS scale. Those full-time Teaching Faculty on the HS Level whose salary already exceeds Step 13 on the scale will be red-circled until they achieve BD Level or higher.

At the beginning of the 2014-15 Academic Year, all full-time Teaching Faculty who are not red-circled or at the top of the scale will advance one Step, except that Assistant Professors will not advance beyond Step **APPENDIX B-1**

2015-2016
FULL-TIME TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the 2015-16 Academic Year, the following schedule shall be in effect:

| STEP | HS | AD | BD | MD | MD2 / MFA | PD |
|-------------|-----------|-----------|-----------|-----------|----------------------|-----------|
| 1 | \$41,055 | \$44,059 | \$47,063 | \$50,067 | \$51,069 | \$52,090 |
| 2 | \$42,311 | \$45,407 | \$48,503 | \$51,599 | \$52,632 | \$53,684 |
| 3 | \$43,568 | \$46,755 | \$49,943 | \$53,131 | \$54,195 | \$55,278 |
| 4 | \$44,824 | \$48,103 | \$51,383 | \$54,663 | \$55,758 | \$56,872 |
| 5 | \$46,081 | \$49,451 | \$52,823 | \$56,195 | \$57,321 | \$58,466 |
| 6 | \$47,337 | \$50,799 | \$54,263 | \$57,727 | \$58,884 | \$60,060 |
| 7 | \$48,594 | \$52,147 | \$55,703 | \$59,259 | \$60,447 | \$61,654 |
| 8 | \$49,849 | \$53,495 | \$57,143 | \$60,791 | \$62,010 | \$63,248 |
| 9 | \$51,106 | \$54,843 | \$58,583 | \$62,323 | \$63,573 | \$64,842 |
| 10 | \$52,362 | \$56,191 | \$60,023 | \$63,855 | \$65,136 | \$66,436 |
| 11 | \$53,618 | \$57,539 | \$61,463 | \$65,387 | \$66,699 | \$68,030 |
| 12 | \$54,873 | \$58,887 | \$62,903 | \$66,919 | \$68,262 | \$69,624 |
| 13 | \$56,130 | \$60,235 | \$64,343 | \$68,451 | \$69,825 | \$71,218 |
| 14 | | | \$65,783 | \$69,983 | \$71,388 | \$72,812 |
| 15 | | | \$67,223 | \$71,515 | \$72,951 | \$74,406 |
| 16 | | | \$68,663 | \$73,047 | \$74,514 | \$76,000 |
| 17 | | | \$70,103 | \$74,579 | \$76,077 | \$77,594 |
| 18 | | | \$71,543 | \$76,111 | \$77,640 | \$79,188 |
| 19 | | | \$72,983 | \$77,643 | \$79,203 | \$80,782 |
| 20 | | | \$74,423 | \$79,175 | \$80,766 | \$82,376 |
| 21 | | | \$75,863 | \$80,707 | \$82,329 | \$83,970 |
| 22 | | | \$77,303 | \$82,239 | \$83,892 | \$85,564 |
| 23 | | | \$78,743 | \$83,771 | \$85,455 | \$87,158 |
| 24 | | | \$80,183 | \$85,303 | \$87,018 | \$88,752 |
| 25 | | | \$81,623 | \$86,835 | \$88,581 | \$90,346 |

Beginning 2015-16 Academic Year, full-time Teaching Faculty who are on the HS or AD Level will not advance beyond Step 13 of the HS scale. Those full-time Teaching Faculty on the HS or AD Level whose salary already exceeds Step 13 on the scale will be red-circled until they achieve BD Level or higher.

At the beginning of the 2015-16 Academic Year, all full-time Teaching Faculty who are not red-circled or at the top of the scale will advance one Step, except that Assistant Professors will not advance beyond Step 11.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-2

2012-2016
**FULL-TIME LAB INSTRUCTOR SCHEDULE
 BASED ON DEGREE REQUIRED FOR POSITION**

| STEP | HS | AD | BD | MD | MD2 / MFA | PD |
|-------------|-----------|-----------|-----------|-----------|----------------------|-----------|
| 1 | \$40,046 | \$42,977 | \$45,907 | \$48,837 | \$49,814 | \$50,810 |
| 2 | \$41,272 | \$44,292 | \$47,311 | \$50,331 | \$51,339 | \$52,365 |
| 3 | \$42,498 | \$45,606 | \$48,716 | \$51,826 | \$52,864 | \$53,920 |
| 4 | \$43,723 | \$46,921 | \$50,121 | \$53,320 | \$54,388 | \$55,475 |
| 5 | \$44,949 | \$48,236 | \$51,525 | \$54,814 | \$55,913 | \$57,030 |
| 6 | \$46,174 | \$49,551 | \$52,930 | \$56,309 | \$57,437 | \$58,585 |
| 7 | \$47,400 | \$50,866 | \$54,335 | \$57,803 | \$58,962 | \$60,139 |
| 8 | \$48,624 | \$52,181 | \$55,739 | \$59,298 | \$60,487 | \$61,694 |
| 9 | \$49,851 | \$53,496 | \$57,144 | \$60,792 | \$62,011 | \$63,249 |
| 10 | \$51,076 | \$54,811 | \$58,548 | \$62,286 | \$63,536 | \$64,804 |
| 11 | \$52,301 | \$56,125 | \$59,953 | \$63,781 | \$65,060 | \$66,359 |
| 12 | \$53,525 | \$57,440 | \$61,358 | \$65,275 | \$66,585 | \$67,914 |
| 13 | \$54,751 | \$58,755 | \$62,762 | \$66,769 | \$68,110 | \$69,468 |
| 14 | | | \$64,167 | \$68,264 | \$69,634 | \$71,023 |
| 15 | | | \$65,572 | \$69,758 | \$71,159 | \$72,578 |
| 16 | | | \$66,976 | \$71,252 | \$72,683 | \$74,133 |
| 17 | | | \$68,381 | \$72,747 | \$74,208 | \$75,688 |
| 18 | | | \$69,785 | \$74,241 | \$75,733 | \$77,243 |
| 19 | | | \$71,190 | \$75,736 | \$77,257 | \$78,797 |
| 20 | | | \$72,595 | \$77,230 | \$78,782 | \$80,352 |
| 21 | | | \$73,999 | \$78,724 | \$80,306 | \$81,907 |
| 22 | | | \$75,404 | \$80,219 | \$81,831 | \$83,462 |
| 23 | | | \$76,809 | \$81,713 | \$83,356 | \$85,017 |
| 24 | | | \$78,213 | \$83,207 | \$84,880 | \$86,572 |
| 25 | | | \$79,618 | \$84,702 | \$86,405 | \$88,127 |

Beginning 2012 – 2013 all full-Time Lab Instructors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Full-time Lab Instructors who were on the BP Level will be placed on the BD scale on the Step that will result in a pay increase. Full-time Lab Instructors on the MP Level will be placed on the MD2/MFA.

Full-time Lab Instructors on the HS or AD scale whose salary already exceeds Step 13 will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, full-time Lab Instructors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Lab Instructors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Instructors will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Lab Instructors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Instructors will not advance beyond Step 11.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-3

2012-2016

**FULL-TIME LAB ASSISTANT SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION**

| STEP | HS | AD | BD | MD |
|-------------|-----------|-----------|-----------|-----------|
| 1 | \$37,377 | \$40,112 | \$42,846 | \$45,581 |
| 2 | \$38,520 | \$41,339 | \$44,157 | \$46,976 |
| 3 | \$39,665 | \$42,566 | \$45,468 | \$48,371 |
| 4 | \$40,808 | \$43,793 | \$46,779 | \$49,765 |
| 5 | \$41,952 | \$45,020 | \$48,090 | \$51,160 |
| 6 | \$43,096 | \$46,248 | \$49,401 | \$52,555 |
| 7 | \$44,240 | \$47,475 | \$50,712 | \$53,950 |
| 8 | \$45,383 | \$48,702 | \$52,023 | \$55,344 |
| 9 | \$46,527 | \$49,929 | \$53,334 | \$56,739 |
| 10 | \$47,671 | \$51,157 | \$54,645 | \$58,134 |
| 11 | \$48,814 | \$52,384 | \$55,956 | \$59,529 |
| 12 | \$49,957 | \$53,611 | \$57,267 | \$60,923 |
| 13 | \$51,101 | \$54,838 | \$58,578 | \$62,318 |
| 14 | | | \$59,889 | \$63,713 |
| 15 | | | \$61,200 | \$65,108 |
| 16 | | | \$62,511 | \$66,502 |
| 17 | | | \$63,822 | \$67,897 |
| 18 | | | \$65,133 | \$69,292 |
| 19 | | | \$66,444 | \$70,687 |
| 20 | | | \$67,755 | \$72,081 |
| 21 | | | \$69,066 | \$73,476 |
| 22 | | | \$70,377 | \$74,871 |
| 23 | | | \$71,688 | \$76,266 |
| 24 | | | \$72,999 | \$77,660 |
| 25 | | | \$74,310 | \$79,055 |

Beginning 2012 – 2013 all Full-Time Lab Assistants hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Full-time Lab Assistants who were on the BP Level will be placed on the BD scale on the Step that will result in a pay increase.

Full-time Lab Assistants on the HS or AD scale whose salary already exceeds Step 13 will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, full-time Lab Assistants who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Lab Assistants who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Assistants will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Lab Assistants who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Assistants will not advance beyond Step 11.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-4

2012-2016
FULL-TIME PROFESSIONAL TUTOR SCHEDULE

| STEP | |
|-------------|----------|
| 1 | \$48,837 |
| 2 | \$50,331 |
| 3 | \$51,826 |
| 4 | \$53,320 |
| 5 | \$54,814 |
| 6 | \$56,309 |
| 7 | \$57,803 |
| 8 | \$59,298 |
| 9 | \$60,792 |
| 10 | \$62,286 |
| 11 | \$63,781 |
| 12 | \$65,275 |
| 13 | \$66,769 |
| 14 | \$68,264 |
| 15 | \$69,758 |
| 16 | \$71,252 |
| 17 | \$72,747 |
| 18 | \$74,241 |
| 19 | \$75,736 |
| 20 | \$77,230 |
| 21 | \$78,724 |
| 22 | \$80,219 |
| 23 | \$81,713 |
| 24 | \$83,207 |
| 25 | \$84,702 |

Beginning 2012 – 2013 all full-Time Professional Tutors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Effective at the beginning of the 2013-14 Academic Year, full-time Professional Tutors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Professional Tutors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Professional Tutors will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Professional Tutors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Professional Tutors will not advance beyond Step 11.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-5

2012-2016
FULL-TIME LIBRARIAN SCHEDULE

| STEP | |
|-------------|----------|
| 1 | \$50,067 |
| 2 | \$51,599 |
| 3 | \$53,131 |
| 4 | \$54,663 |
| 5 | \$56,195 |
| 6 | \$57,727 |
| 7 | \$59,259 |
| 8 | \$60,791 |
| 9 | \$62,323 |
| 10 | \$63,855 |
| 11 | \$65,387 |
| 12 | \$66,919 |
| 13 | \$68,451 |
| 14 | \$69,983 |
| 15 | \$71,515 |
| 16 | \$73,047 |
| 17 | \$74,579 |
| 18 | \$76,111 |
| 19 | \$77,643 |
| 20 | \$79,175 |
| 21 | \$80,707 |
| 22 | \$82,239 |
| 23 | \$83,771 |
| 24 | \$85,303 |
| 25 | \$86,835 |

Beginning 2012 – 2013 all full-time Librarians hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Effective at the beginning of the 2013-14 Academic Year, full-time Librarians who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Librarians who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Librarians will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Librarians who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Librarians will not advance beyond Step 11.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-6

2012-2016
FULL-TIME LICENSED PROFESSIONAL COUNSELOR SCHEDULE

| STEP | |
|-------------|----------|
| 1 | \$50,067 |
| 2 | \$51,599 |
| 3 | \$53,131 |
| 4 | \$54,663 |
| 5 | \$56,195 |
| 6 | \$57,727 |
| 7 | \$59,259 |
| 8 | \$60,791 |
| 9 | \$62,323 |
| 10 | \$63,855 |
| 11 | \$65,387 |
| 12 | \$66,919 |
| 13 | \$68,451 |
| 14 | \$69,983 |
| 15 | \$71,515 |
| 16 | \$73,047 |
| 17 | \$74,579 |
| 18 | \$76,111 |
| 19 | \$77,643 |
| 20 | \$79,175 |
| 21 | \$80,707 |
| 22 | \$82,239 |
| 23 | \$83,771 |
| 24 | \$85,303 |
| 25 | \$86,835 |

Beginning 2012 – 2013 all full-time Licensed Professional Counselors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Effective at the beginning of the 2013-14 Academic Year, full-time Counselors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Counselors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Counselors will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Counselors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Counselors will not advance beyond Step 11.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX B-7

2012-2016
FULL-TIME ACADEMIC ADVISOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

| STEP | BD | MD |
|-------------|-----------|-----------|
| 1 | \$45,907 | \$48,837 |
| 2 | \$47,311 | \$50,331 |
| 3 | \$48,716 | \$51,826 |
| 4 | \$50,121 | \$53,320 |
| 5 | \$51,525 | \$54,814 |
| 6 | \$52,930 | \$56,309 |
| 7 | \$54,335 | \$57,803 |
| 8 | \$55,739 | \$59,298 |
| 9 | \$57,144 | \$60,792 |
| 10 | \$58,548 | \$62,286 |
| 11 | \$59,953 | \$63,781 |
| 12 | \$61,358 | \$65,275 |
| 13 | \$62,762 | \$66,769 |
| 14 | \$64,167 | \$68,264 |
| 15 | \$65,572 | \$69,758 |
| 16 | \$66,976 | \$71,252 |
| 17 | \$68,381 | \$72,747 |
| 18 | \$69,785 | \$74,241 |
| 19 | \$71,190 | \$75,736 |
| 20 | \$72,595 | \$77,230 |
| 21 | \$73,999 | \$78,724 |
| 22 | \$75,404 | \$80,219 |
| 23 | \$76,809 | \$81,713 |
| 24 | \$78,213 | \$83,207 |
| 25 | \$79,618 | \$84,702 |

Beginning 2012 – 2013 all full-time Academic Advisors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|-----------|
| 1 | 1 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 9 |
| 6 | 11 |
| 7 | 13 |
| 8 | 15 |
| 9 | 17 |
| 10 | 19 |
| 11 | 21 |
| 12 | 23 |

Effective at the beginning of the 2013-14 Academic Year, full-time Academic Advisors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Academic Advisors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Academic Advisors will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Academic Advisors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Academic Advisors will not advance beyond Step 11.

Effective at the start of the first full pay period beginning on or after ratification of this Agreement, the following appendix shall be in effect:

APPENDIX B-8

2012-2016

**FULL-TIME TEACHING CLINICIAN SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION**

| STEP | BD | MD |
|-------------|-----------|-----------|
| 1 | \$45,907 | \$48,837 |
| 2 | \$47,311 | \$50,331 |
| 3 | \$48,716 | \$51,826 |
| 4 | \$50,121 | \$53,320 |
| 5 | \$51,525 | \$54,814 |
| 6 | \$52,930 | \$56,309 |
| 7 | \$54,335 | \$57,803 |
| 8 | \$55,739 | \$59,298 |
| 9 | \$57,144 | \$60,792 |
| 10 | \$58,548 | \$62,286 |
| 11 | \$59,953 | \$63,781 |
| 12 | \$61,358 | \$65,275 |
| 13 | \$62,762 | \$66,769 |
| 14 | \$64,167 | \$68,264 |
| 15 | \$65,572 | \$69,758 |
| 16 | \$66,976 | \$71,252 |
| 17 | \$68,381 | \$72,747 |
| 18 | \$69,785 | \$74,241 |
| 19 | \$71,190 | \$75,736 |
| 20 | \$72,595 | \$77,230 |
| 21 | \$73,999 | \$78,724 |
| 22 | \$75,404 | \$80,219 |
| 23 | \$76,809 | \$81,713 |
| 24 | \$78,213 | \$83,207 |
| 25 | \$79,618 | \$84,702 |

Effective at the beginning of the 2013-14 Academic Year, full-time Teaching Clinicians who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, full-time Teaching Clinicians who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Teaching Clinicians will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, full-time Teaching Clinicians who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Teaching Clinicians will not advance beyond Step 11.

APPENDIX C – PART-TIME COMPENSATION SCHEDULES

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-1 A

FOR MEMBERS EMPLOYED AS PART-TIME TEACHING FACULTY BEFORE RATIFICATION OF THIS AGREEMENT

2012-2016
PART-TIME TEACHING FACULTY RATE PER ASSIGNED WORKLOAD HOUR
BASED ON HIGHEST RELEVANT DEGREE

FOR MEMBERS EMPLOYED AS PART-TIME TEACHING FACULTY BEFORE RATIFICATION OF THIS AGREEMENT

| | HS | AD | BD | MD | MD2/ MFA | PD |
|--|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|
| Adjunct Instructor | \$621.92 | \$667.36 | \$712.80 | \$758.40 | \$773.60 | \$788.96 |
| Adjunct Associate Professor & Adjunct Professor | \$714.24 | \$766.65 | \$818.92 | \$871.19 | \$888.62 | \$906.39 |

2012-2016
PART-TIME TEACHING FACULTY RATE PER ASSIGNED TEACHING CONTACT HOUR
BASED ON HIGHEST RELEVANT DEGREE

FOR MEMBERS EMPLOYED AS PART-TIME TEACHING FACULTY BEFORE RATIFICATION OF THIS AGREEMENT

| | HS | AD | BD | MD | MD2/ MFA | PD |
|--|----------------|----------------|----------------|----------------|---------------------|----------------|
| Adjunct Instructor | \$38.87 | \$41.71 | \$44.55 | \$47.40 | \$48.35 | \$49.31 |
| Adjunct Associate Professor & Adjunct Professor | \$44.64 | \$47.92 | \$51.18 | \$54.45 | \$55.54 | \$56.65 |

2012-2016
PART-TIME TEACHING FACULTY RATE PER ASSIGNED NON-TEACHING HOUR
BASED ON HIGHEST RELEVANT DEGREE

FOR MEMBERS EMPLOYED AS PART-TIME TEACHING FACULTY BEFORE RATIFICATION OF THIS AGREEMENT

| | HS | AD | BD | MD | MD2/ MFA | PD |
|--|----------------|----------------|----------------|----------------|---------------------|----------------|
| Adjunct Instructor | \$19.44 | \$20.86 | \$22.28 | \$23.70 | \$24.18 | \$24.66 |
| Adjunct Associate Professor & Adjunct Professor | \$22.32 | \$23.96 | \$25.59 | \$27.23 | \$27.77 | \$28.33 |

Pursuant to the parties' agreement that Teaching Faculty should model completion of College Degree(s) related to their field from an accredited College or University, Adjunct Teaching Faculty on the BP Level will be red-circled until they achieve MD Level or higher.

Effective after ratification of this Agreement, the following appendix will be in effect:

APPENDIX C-1 B

FOR MEMBERS HIRED AS PART-TIME TEACHING FACULTY AFTER RATIFICATION OF THIS AGREEMENT

2012-2016
PART-TIME TEACHING FACULTY RATE PER ASSIGNED WORKLOAD HOUR
BASED ON HIGHEST RELEVANT DEGREE

FOR MEMBERS HIRED AS PART-TIME TEACHING FACULTY AFTER RATIFICATION OF THIS AGREEMENT

| | HS | AD | BD | MD | MD2/ MFA | PD |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Adjunct Instructor | \$500.00 | \$560.00 | \$600.00 | \$640.00 | \$680.00 | \$720.00 |
| Adjunct Associate Professor & Adjunct Professor | | | \$818.92 | \$871.19 | \$888.62 | \$906.39 |

2012-2016
PART-TIME TEACHING FACULTY RATE PER ASSIGNED TEACHING CONTACT HOUR
BASED ON HIGHEST RELEVANT DEGREE

FOR MEMBERS HIRED AS PART-TIME TEACHING FACULTY AFTER RATIFICATION OF THIS AGREEMENT

| | HS | AD | BD | MD | MD2/ MFA | PD |
|--|----------------|----------------|----------------|----------------|----------------|----------------|
| Adjunct Instructor | \$31.25 | \$35.00 | \$37.50 | \$40.00 | \$42.50 | \$45.00 |
| Adjunct Associate Professor & Adjunct Professor | | | \$51.18 | \$54.45 | \$55.54 | \$56.65 |

2012-2016
PART-TIME TEACHING FACULTY RATE PER ASSIGNED NON-TEACHING HOUR
BASED ON HIGHEST RELEVANT DEGREE

FOR MEMBERS HIRED AS PART-TIME TEACHING FACULTY AFTER RATIFICATION OF THIS AGREEMENT

| | HS | AD | BD | MD | MD2/ MFA | PD |
|--|----------------|----------------|----------------|----------------|----------------|----------------|
| Adjunct Instructor | \$15.63 | \$17.50 | \$18.75 | \$20.00 | \$21.25 | \$22.50 |
| Adjunct Associate Professor & Adjunct Professor | | | \$25.59 | \$27.23 | \$27.77 | \$28.33 |

Pursuant to the parties' Agreement that all Teaching Faculty should model completion of College Degree(s) related to their field from an accredited College or University Adjunct Instructors hired after ratification who are on the HS or AD Level will not advance beyond Adjunct Instructor Step until they achieve BD Level or higher and are approved for Adjunct Associate Professor status.

Effective on or after the first pay period after ratification, the following appendix shall be in effect:

APPENDIX C-2

2012-2016
PART-TIME TEACHING CLINICIAN
RATE PER CONTACT HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

| | AD | BD | MD |
|---|----------------|----------------|----------------|
| Probationary Teaching Clinician | \$24.20 | \$25.85 | \$27.50 |
| Associate Continuing Contract Teaching Clinician | \$36.30 | \$38.75 | \$41.25 |

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-3
 2012-2016
 PART-TIME LAB INSTRUCTOR SCHEDULE
 RATE PER CLOCK HOUR
 BASED ON DEGREE REQUIRED FOR THE POSITION

| STEP | HS | AD | BD | MD |
|------|---------|---------|---------|---------|
| 1 | \$14.93 | \$16.02 | \$17.12 | \$18.21 |
| 2 | \$15.40 | \$16.53 | \$17.66 | \$18.79 |
| 3 | \$15.87 | \$17.04 | \$18.20 | \$19.36 |
| 4 | \$16.35 | \$17.55 | \$18.74 | \$19.94 |
| 5 | \$16.82 | \$18.05 | \$19.28 | \$20.51 |
| 6 | \$17.29 | \$18.56 | \$19.82 | \$21.09 |
| 7 | \$17.76 | \$19.06 | \$20.36 | \$21.66 |
| 8 | \$18.23 | \$19.57 | \$20.90 | \$22.24 |
| 9 | \$18.70 | \$20.07 | \$21.44 | \$22.81 |
| 10 | \$19.17 | \$20.58 | \$21.98 | \$23.39 |
| 11 | \$19.64 | \$21.08 | \$22.52 | \$23.96 |
| 12 | \$20.12 | \$21.59 | \$23.06 | \$24.54 |
| 13 | \$20.59 | \$22.09 | \$23.60 | \$25.11 |

Beginning 2012 – 2013 all part-time-Time Lab Instructors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|-----------|-------------|
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |
| 6 | 12 |
| 7 & ABOVE | Red-Circled |

Part-time Lab Instructors who were on the BP Level will be placed on the BD scale on the Step that will result in a pay increase, unless above scale then will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, part-time Lab Instructors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Lab Instructors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Instructors hired after ratification will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Lab Instructors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Instructors will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-4
 2012-2016
 PART-TIME LAB ASSISTANT SCHEDULE
 RATE PER CLOCK HOUR
 BASED ON DEGREE REQUIRED FOR THE POSITION

| STEP | HS | AD | BD | MD |
|------|---------|---------|---------|---------|
| 1 | \$13.93 | \$14.95 | \$15.97 | \$16.99 |
| 2 | \$14.37 | \$15.42 | \$16.48 | \$17.53 |
| 3 | \$14.81 | \$15.90 | \$16.98 | \$18.06 |
| 4 | \$15.25 | \$16.37 | \$17.48 | \$18.60 |
| 5 | \$15.69 | \$16.84 | \$17.99 | \$19.14 |
| 6 | \$16.13 | \$17.32 | \$18.49 | \$19.68 |
| 7 | \$16.57 | \$17.78 | \$19.00 | \$20.21 |
| 8 | \$17.01 | \$18.26 | \$19.50 | \$20.75 |
| 9 | \$17.45 | \$18.73 | \$20.00 | \$21.28 |
| 10 | \$17.89 | \$19.20 | \$20.51 | \$21.82 |
| 11 | \$18.32 | \$19.67 | \$21.01 | \$22.35 |
| 12 | \$18.77 | \$20.14 | \$21.51 | \$22.90 |
| 13 | \$19.21 | \$20.61 | \$22.02 | \$23.43 |

Beginning 2012 – 2013 all part-Time Lab Assistants hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|-----------|--------------------|
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |
| 6 | 12 |
| 7 & ABOVE | Red-Circled |

Part-time Lab Assistants who were on the BP Level will be placed on the BD scale on the Step that will result in a pay increase, unless above scale then will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, part-time Lab Assistants who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Lab Assistants who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Assistants hired after ratification will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Lab Assistants who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Lab Assistants will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-5
2012-2016
PART-TIME PROFESSIONAL TUTOR SCHEDULE
RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

| STEP | AD | BD | MD |
|-------------|----------------|----------------|----------------|
| 1 | \$14.95 | \$15.97 | \$16.99 |
| 2 | \$15.42 | \$16.48 | \$17.53 |
| 3 | \$15.90 | \$16.98 | \$18.06 |
| 4 | \$16.37 | \$17.48 | \$18.60 |
| 5 | \$16.84 | \$17.99 | \$19.14 |
| 6 | \$17.32 | \$18.49 | \$19.68 |
| 7 | \$17.78 | \$19.00 | \$20.21 |
| 8 | \$18.26 | \$19.50 | \$20.75 |
| 9 | \$18.73 | \$20.00 | \$21.28 |
| 10 | \$19.20 | \$20.51 | \$21.82 |
| 11 | \$19.67 | \$21.01 | \$22.35 |
| 12 | \$20.14 | \$21.51 | \$22.90 |
| 13 | \$20.61 | \$22.02 | \$23.43 |

Beginning 2012 – 2013 all part-time Professional Tutors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|-----------|-------------|
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |
| 6 | 12 |
| 7 & ABOVE | Red-Circled |

Part-time Professional Tutors who were on the HS Level will be placed on the AD scale on the Step that will result in a pay increase, unless above scale then will be red-circled.

Part-time Professional Tutors who were on the BP Level will be placed on the BD scale on the Step that will result in a pay increase, unless above scale then will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, part-time Professional Tutors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Professional Tutors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Professional Tutors hired after ratification will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Professional Tutors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Professional Tutors will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-6
2012-2016
PART-TIME LIBRARIAN SCHEDULE
RATE PER CLOCK HOUR

| STEP | |
|-------------|----------------|
| 1 | \$20.00 |
| 2 | \$20.60 |
| 3 | \$21.20 |
| 4 | \$21.80 |
| 5 | \$22.40 |
| 6 | \$23.00 |
| 7 | \$23.60 |
| 8 | \$24.20 |
| 9 | \$24.80 |
| 10 | \$25.40 |
| 11 | \$26.00 |
| 12 | \$26.60 |
| 13 | \$27.20 |

Beginning 2012 – 2013 all part-Time Librarians hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|----------|----------|
| 1 | 8 |
| 2 | 13 |

Part-time Librarians with a pay rate above this scale at ratification will then be red-circled.

Effective at the beginning of the 2013-14 Academic Year, part-time Librarians who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Librarians who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Librarians hired after ratification will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Librarians who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay

period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Librarians will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-7
2012-2016
PART-TIME LICENSED PROFESSIONAL COUNSELOR SCHEDULE
RATE PER CLOCK HOUR

| STEP | |
|-------------|----------------|
| 1 | \$20.00 |
| 2 | \$20.60 |
| 3 | \$21.20 |
| 4 | \$21.80 |
| 5 | \$22.40 |
| 6 | \$23.00 |
| 7 | \$23.60 |
| 8 | \$24.20 |
| 9 | \$24.80 |
| 10 | \$25.40 |
| 11 | \$26.00 |
| 12 | \$26.60 |
| 13 | \$27.20 |

Effective at the beginning of the 2013-14 Academic Year, part-time Licensed Professional Counselors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Counselors will not advance beyond Step 7.

Effective at the beginning of the 2014-15 Academic Year, part-time Licensed Professional Counselors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Counselors will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Licensed Professional Counselors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Counselors will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-8
2012-2016
PART-TIME ACADEMIC ADVISOR SCHEDULE
RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

| STEP | BD | MD |
|------|---------|---------|
| 1 | \$17.12 | \$18.21 |
| 2 | \$17.66 | \$18.79 |
| 3 | \$18.20 | \$19.36 |
| 4 | \$18.74 | \$19.94 |
| 5 | \$19.28 | \$20.51 |
| 6 | \$19.82 | \$21.09 |
| 7 | \$20.36 | \$21.66 |
| 8 | \$20.90 | \$22.24 |
| 9 | \$21.44 | \$22.81 |
| 10 | \$21.98 | \$23.39 |
| 11 | \$22.52 | \$23.96 |
| 12 | \$23.06 | \$24.54 |
| 13 | \$23.60 | \$25.11 |

Beginning 2012 – 2013 all part-Time Academic Advisors hired prior to ratification will be placed on Steps as follows:

| OLD STEP | NEW STEP |
|-----------|-------------|
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |
| 6 | 12 |
| 7 & ABOVE | Red-Circled |

Part-time Academic Advisors who were on the BP Level will be placed on the BD scale on the Step that will result in a pay increase, unless above scale then will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, part-time Academic Advisors who are not red-circled or at the top of the scale, will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Academic Advisors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Academic Advisors hired after ratification will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Academic Advisors who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Academic Advisors will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-9
2012-2016
PART-TIME SUPPLEMENTAL INSTRUCTION LEADER SCHEDULE
RATE PER CLOCK HOUR

| Step | |
|-------------|----------------|
| 1 | \$10.25 |
| 2 | \$10.75 |
| 3 | \$11.25 |
| 4 | \$11.75 |
| 5 | \$12.25 |
| 6 | \$12.75 |
| 7 | \$13.25 |
| 8 | \$13.75 |
| 9 | \$14.25 |
| 10 | \$14.75 |
| 11 | \$15.25 |
| 12 | \$15.75 |
| 13 | \$16.25 |

Beginning 2012 – 2013 all part-Time Supplemental Instruction Leaders hired prior to ratification will be placed on the Step that will result in a pay increase, unless above scale then will be red-circled.

Effective at the beginning of the 2013-14 Academic Year, part-time Supplemental Instruction Leaders who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Supplemental Instruction Leaders who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Supplemental Instruction Leaders hired after ratification will not advance beyond Step 7.

Effective at the beginning of the 2015-16 Academic Year, part-time Supplemental Instruction Leaders who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Supplemental Instruction Leaders will not advance beyond Step 7.

Effective at the beginning of the 2012-13 Academic Year, the following appendix shall be in effect:

APPENDIX C-10
2012-2016
PART-TIME SIGN LANGUAGE INTERPRETER SCHEDULE
RATE PER CLOCK HOUR

| Step | |
|-------------|----------------|
| 1 | \$20.00 |
| 2 | \$20.56 |
| 3 | \$21.13 |
| 4 | \$21.69 |
| 5 | \$22.25 |
| 6 | \$22.81 |
| 7 | \$23.38 |
| 8 | \$23.94 |
| 9 | \$24.50 |
| 10 | \$25.06 |
| 11 | \$25.63 |
| 12 | \$26.19 |
| 13 | \$26.75 |
| 14 | \$27.31 |
| 15 | \$27.88 |
| 16 | \$28.44 |
| 17 | \$29.00 |
| 18 | \$29.56 |
| 19 | \$30.13 |
| 20 | \$30.69 |
| 21 | \$31.25 |
| 22 | \$31.81 |
| 23 | \$32.38 |
| 24 | \$32.94 |
| 25 | \$33.50 |

Effective at the beginning of the 2012-13 Academic Year, all part-time Sign Language Interpreters will be placed on the lowest Step of the scale that will result in a pay rate increase.

Effective at the beginning of the 2013-14 Academic Year, part-time Sign Language Interpreters who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step.

Effective at the beginning of the 2014-15 Academic Year, part-time Sign Language Interpreters who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Sign Language Interpreters hired after ratification will not advance beyond Step 11.

Effective at the beginning of the 2015-16 Academic Year, part-time Sign Language Interpreters who are not red-circled or at the top of the scale will advance one (1) Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and Step, except that probationary Sign Language Interpreters will not advance beyond Step 11.

APPENDIX D – GLOSSARY

Academic Professional Faculty Position: These positions include Teaching Clinician, Lab Instructor, Lab Assistant, Professional Tutor, Librarian, Licensed Professional Counselor, Academic Advisor, Supplemental Instruction Leader, and Sign Language Interpreter.

Association: The Association is defined as the Lansing Community College Chapter of the Michigan Association for Higher Education.

Clock Hour: An hour of service delivery.

College: Lansing Community College of the State of Michigan, also referred to as Employer.

Contact Hour: An hour of active instructor-led instruction, in a classroom, laboratory, online, etc., which is expected to require an hour of preparation and evaluation including student consultation, in addition to the instructional time.

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

| | |
|---------|--|
| HS | High school diploma |
| AD | Associate’s Degree |
| BD | Bachelor’s Degree |
| BP* | Bachelor’s Degree plus 30 credits toward a higher degree |
| MD | Master’s Degree |
| MP* | Master’s Degree plus 30 credits toward another Master’s or higher degree |
| MD2/MFA | Master’s Degree in two disciplines, Master of Fine Arts Degree |
| 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*

Household: A person or group of people occupying a single dwelling as their principle residence, other than in the relationship of landlord-tenant.

Illustrated Cost: The monthly premium for single, two-person and family coverage based on insurance and reinsurance costs, plan benefit costs, administrative costs, taxes and other costs.

Immediate Family: Includes mother, father, sister, brother, daughter, son, grandfather, grandmother, grandchild, Step-parent, Step-child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and other members of the employee’s household.

Interim Position: An interim position is designated to assign all of the duties of another position or classification in order to fulfill a short-term need (e.g., for the purpose of temporarily replacing a member on leave of absence, or filling a vacant position for the duration of a special project, or filling a vacant position until completion of a competitive search to fill the position, etc.). An interim assignment is for a minimum of two (2) full, consecutive payroll periods and

will normally not exceed twelve (12) months, but may be extended by agreement of the College, the Association and the member. See Employment Practices, Section B.

Provisional Position: A provisional position is designated when the position is funded 51% or more through external funding, grants, contracts or the like, which are not a part of the normal College funding (i.e., tuition, state appropriations, property tax) and is subject to elimination upon reduction or loss of the external funding source. Provisional positions are identified as such when posted. See Employment Practices, Section B.

Regular Position: A regular position is designated when the position is funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) which is expected to exist indefinitely. Regular positions are identified as such when posted.

Seniority: The accumulated years of continuous service since a member's most recent date of hire into the bargaining unit, subject to adjustments provided in this Agreement. If any appointment is less than full-time, seniority credit will be prorated, in so far as practical.

Teaching Faculty Position: A position of Professor, Assistant Professor, Adjunct Professor, Adjunct Associate Professor, or Adjunct Instructor employed in the bargaining unit.

Temporary Position: A temporary position is designated when the position is funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) that is expected to exist not more than twelve (12) months, but subject to continuation to a maximum of three (3) years, at which time it shall be deemed a regular position if it is continued beyond three years. Temporary positions are identified as such when posted. See Employment Practices, Section B.

Transfer: The reassignment of a bargaining unit member from one position within the bargaining unit to another position within the College for an indefinite period of time without a competitive search being conducted.

Workload Hour: Is equal to sixteen (16) contact hours of classroom instruction or thirty-two (32) clock hours of non-teaching work in the bargaining unit.

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

LETTER OF AGREEMENT

In order to improve opportunities for student success and for full employment of teaching faculty by reducing the number of cancelled sections, the parties agree to implement the following pilot program at the beginning of the 2012-2013 academic year.

Under-enrolled classes. Before cancelling a class section with low enrollment, the College may offer faculty members the opportunity to teach the class on a pro-rated 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 last fifty percent (50%) refund day. Payment for the under-enrolled class will begin with the first full payroll period following the day after the last fifty percent (50%) refund day. 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.

Either party may terminate the pilot program for academic years beginning in 2013 or thereafter by giving written notice of such termination not later than June 30 preceding the academic year.

BOARD OF TRUSTEES

ASSOCIATION

Chairman Date

President Date

Secretary Date

MEA UniServ Director Date

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

LETTER OF AGREEMENT

This Letter of Agreement is to confirm that teaching faculty working in EISD programs who have been given supplemental work assignments teaching regular College classes are in provisional positions and not in regular positions.

BOARD OF TRUSTEES

ASSOCIATION

Chairman Date

President Date

Secretary Date

MEA UniServ Director Date

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

LETTER OF AGREEMENT

If the Agreement is ratified by LCC-MAHE membership on or before May 31, 2012, the College will pay each bargaining unit member employed at that time a ratification bonus equal to 2.0% of the member's earnings from bargaining unit positions for the period beginning August 22, 2011, and ending August 18, 2012. Payment will be made on the September 7, 2012, payday.

BOARD OF TRUSTEES

ASSOCIATION

Chairman Date

President Date

Secretary Date

MEA UniServ Director Date