

**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, MEA/NEA**

Contract Summary Changes

Note: ~~Strikethrough~~ = remove language
Underline = add language

1. Cover Page: August 12, 2024-August 11, 2029
2. Preamble: Update effective date of Contract
3. **ARTICLE VI. ASSOCIATION OFFICIALS**

B. Bank of Association Hours

1. [NO CHANGE]
2. [NO CHANGE]
3. [NO CHANGE]
4. The Association shall reimburse the College for the cost of each “block” of time it purchases at the appropriate clock hour rate, including costs of FICA, retirement, and other applicable benefits. The clock hour rate to be used will be adjusted by the annual salary increase negotiated, as seen below for years 2024-2025, 2025-2026 and 2026-2027, and will be updated for the two years of this Agreement pending the wage reopener. ~~for 2016-17 will be \$25.55 for Teaching Faculty and \$21.10 for Academic Professionals. Rates for subsequent years will increase by 1.5 percent for 2017-18, an additional 1.5 percent for 2018-19, and an additional 1.0 percent for 2019-20.~~

Position	2024-2025	2025-2026	2026-2027
Teaching Faculty	\$ 28.46	\$ 28.85	\$ 29.24
Academic Professional	\$ 23.50	\$ 23.82	\$ 24.15

4. ARTICLE VII. PRIVILEGES AND RESPONSIBILITIES

D. Association Orientation

The College shall provide the Association with opportunity to orient new bargaining unit members, up to 15 minutes of which will be considered paid training time. ~~require that new bargaining unit members view an online Association orientation video in the Talent Management System, up to 15 minutes of which will be considered paid training time. The College will notify the Association of all new employees who fail to view the video.~~

5. ARTICLE VII. PRIVILEGES AND RESPONSIBILITIES

I. Information on Required Training

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

1. [NO CHANGE]
2. [NO CHANGE]
3. New and Modified Training Courses

The College will provide access to any new or modified required faculty training to the Association at least one week prior to notifying MAHE members. In the event a training must be presented due to an emergency situation, the College and the Association President may reduce the review time. If the Association President is unavailable, the College will share it with the Association's Ombudsman. Modifications that are only typographical or grammatical in nature shall not require Association review; ~~however, the Association President will be notified of the changes.~~

4. [NO CHANGE]

6. ARTICLE IX. PARTICIPATION IN GOVERNANCE

A. Purpose of Academic Senate

The purpose of the Academic Senate is to provide faculty input and advice to College 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.

1. At least 75 percent of the members of the Academic Senate shall be faculty representatives.

2. 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.
 3. The Academic Senate Curriculum Committee is authorized to make recommendations regarding curricular issues, subject to concurrence of the Academic Senate and the approval of the Provost, who retains the authority to make the final decision.
 4. The MAHE President will serve as an ex-officio member of the Academic Senate Executive Committee.
 - ~~5. Within 60 days ratification of this agreement, the MAHE President and the Executive Director of Human Resources or their designees will schedule a meeting to update the Senate Charter. Meeting participants will include the Provost, representatives from Human Resources, MAHE, and the Academic Senate.~~
65. A committee consisting of the Provost, the Executive Director of Human Resources, two MAHE representatives, and two Academic Senate representatives will meet at least once each Fall and Spring semester to review and collaborate regarding any potential conflicts between the scope of the Academic Senate and issues covered by the LCC-MAHE Collective Bargaining Agreement.

7. ARTICLE IX. PARTICIPATION IN GOVERNANCE

B. Program/Department Curriculum

In the first year of the ratified Collective Bargaining Agreement (CBA), the College will assemble a team made up of College selected and MAHE selected participants to develop a process or methods for resolving issues under Participation in Governance (Article IX.B and C), including determining an appeal process. The appeal process will go to a committee made up of equal numbers (not to exceed five from either side) of faculty and administrators (any department or program). In case of a tied decision, the appeal will go to the Provost or designee and one member from the faculty and one from administration, both of whom sat on original committee will make the final decision. The committees will determine which two representatives will meet with the Provost, if needed. The results of the meeting with the Provost or designee will be final.

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

1. [NO CHANGE]
2. [NO CHANGE]

3. [NO CHANGE]
4. [NO CHANGE]
5. [NO CHANGE]
6. [NO CHANGE]

8. ARTICLE IX. PARTICIPATION IN GOVERNANCE

C. 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. [NO CHANGE]
2. To facilitate completion of operating plans annually in each Division in which faculty are employed:
 - a. ~~The Provost or designee, the Executive Director of Human Resources, and the MAHE President or designee will, within 30 days of ratification of this agreement, jointly convene a meeting with 1 representative from each Division in which faculty are employed, appointed by the respective Deans, to initiate the process of designing a standardized operating plan form, to be completed within three months. Existing formats will be used until the standardized form is finalized. The Provost's office in collaboration with MAHE representatives will develop a process for POPs about accountability and deadlines. The draft process will be shared with MAHE leadership for review and input, providing three weeks for MAHE to respond. The final procedure will be published no later than the beginning of fall 2024 semester.~~
 - b. Each academic year, dedicated time will be allocated for meetings to work on operating plans in each division.
 - c. All operating plans shall be for a two-year duration and shall be updated as the program/department makes decisions related to substantive changes.
 - d. ~~Within six months of ratification of this agreement, the Deans or their designees will ensure that all operating plans have been completed and maintained. By November 1 of each Academic year the Deans or their designees will ensure that all operating plans have been completed and maintained.~~

- e. Copies of current operating plans will be available to the respective program/department faculty online.
 - f. Human Resources and MAHE representatives, in collaboration with the Center of Teaching Excellence, will jointly prepare and deliver a mandatory educational program to faculty and their Administrative Supervisors regarding operating plans and effective group decision making processes.
3. [NO CHANGE]
 4. [NO CHANGE].
 5. [NO CHANGE].
 6. [NO CHANGE].
 7. [NO CHANGE].
 8. [NO CHANGE].

9. ARTICLE X. BARGAINING UNIT MEMBER CLASSIFICATION CRITERIA

B. Pedagogy

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. A Teaching Faculty member is characterized by:
 - 1) Having the primary duty and responsibility of teaching students in instructional settings;
 - 2) Functioning as ~~the~~ a principal source of instruction and is usually, but not always, the faculty of record in the instructional setting for a course, class, lab, workshop, etc., offered for academic credit (i.e., designated by the College as responsible for the course, class, workshop, practical instruction station, etc., including assigning the grade; and
 - a) ~~Faculty this may include more than one Teaching Faculty member in cases where they are~~ in team teaching

environments, such as an Integrated Course Learning Community or in team teaching modules-components of a single course, are not required to be the faculty of record in order to be considered teaching faculty, and

- 3) Being responsible for curriculum planning and development; preparation and delivery of course content in accordance with student and department needs; comprehensive assessment and grading within ~~in~~ the assigned course, class, workshop, practical instruction station, etc., offered for academic credit.

2. [NO CHANGE]
3. [NO CHANGE]
4. [NO CHANGE]
5. [NO CHANGE]
6. [NO CHANGE]
7. [NO CHANGE]
8. [NO CHANGE]
9. [NO CHANGE]

10. ARTICLE XI. WORKLOAD

D. 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. [NO CHANGE]
2. [NO CHANGE]
2. [NO CHANGE]
4. Online Assignments
 - a. Teaching Online Certification (TOC) should be satisfactorily completed before faculty are assigned to any modality with a virtual component, including Online, ORT, Hybrid, or Lecture-Capture sections. Exceptions cannot occur unless they are approved by the Provost. HR and MAHE will

be notified of exceptions.

- b. Adjunct Faculty who successfully complete their initial TOC training will be paid a \$300 stipend.
 - c. HR and MAHE will be notified prior to adding a new modality.
 - d. Hybrid courses are considered to be one modality.
5. [NO CHANGE]
6. [NO CHANGE]
7. Program Advising
- a. Instructional Faculty responsible for program advising will be compensated for program advising utilizing the ration of four (4) workload hours per 140 students (one (1) workload hour per 35 students).
 - b. For faculty who complete required program advising training, the faculty will be compensated as either part of the 32-day plan and/or overload, as applicable.
 - c. The College will first seek volunteers for Program Advisors. Only if a sufficient number of qualified volunteers cannot be found will faculty be required to act as program advisors.
8. [NO CHANGE]
9. [NO CHANGE]
10. [NO CHANGE]

11.ARTICLE XI. WORKLOAD

C. Full-time Teaching Faculty Assignments/Workload

1. [NO CHANGE]
2. Full time faculty must submit their Professional Activities and Duties plans to their Administrative Supervisor no later than the third week of fall semester. Administrative Supervisors must provide a response to the plan within seven weeks of the start of fall semester. A team of representatives from MAHE and the College will develop the new consistent form to be used through all Divisions for the purpose of creating Professional Activities and Duties plans.

3. In order to develop a consistent schedule to complete Professional Activities and Duties plans that reflect the workload of the College and Faculty, the Provost's Office will develop a process for Professional Activities and Duties plans. It will include accountability and deadlines. The draft process will be share with MAHE leadership for review and input, providing three weeks for MAHE for review and input. The final procedure, including schedule, will be published no later than the beginning of Fall 2024 semester.
4. Each year no later than April 1, the Provost's office will publish a timeline for Professional Activities and Duties plans. This will include expectations for submissions, updates, and feedback.
5. Professional Activities and Duties plans must be in alignment with College Goals and Strategic Plan.
6. Changes to Professional Activities and Duties Plans are often necessary. Changes in Professional Activities and Duties plans must be reduced to writing prior to implementation. Within four weeks of receiving an updated Professional Activities and Duties plan, the Administrative Supervisor will provide feedback to the full-time faculty member.
7. Once a Professional Activities and Duties plan has been approved by the Administrative Supervisor, if a change to the Professional Activities and Duties plan is necessitated, the Administrative Supervisor will collaborate with the member to determine an appropriate substitution to the Professional Activities and Duties plan. If the Administrative Supervisor mandates a substitution that the member disagrees with they can, within ten days, appeal the decision through the appropriate administrative chain with the final decision resting with the Provost if necessary.
83. Full-time faculty who are requested to complete additional work during the academic year totaling 32 clock hours or more will update their Professional Activities and Duties plan to adjust for the additional work. Administrative Supervisors will review and respond to the updated plan in a timely manner.
49. 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. Concerns that Teaching Faculty have been unreasonably assigned work schedules requiring their presence on campus for more than three days per week may be referred to the Director of Labor Relations.
105. ACAD Full-time Teaching Faculty

Within 30 days following ratification of this agreement, the parties will meet to develop a Letter of Agreement to address the teaching workload of full-time Teaching Faculty in the ACAD Program.

611. Distribution of Base Load

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

- a. Non-teaching assignments may be made in lieu of workload hours of teaching or teaching assignments may be made in lieu of non-teaching activities and duties (at the rate of 32 clock hours = 16 contact hours = 1 workload hour) if necessary to satisfy workload obligations or institutional needs. Non-teaching assignments may be added to the normal base workload in accordance with Section A.4. Special Assignments.
- b. Full-time teaching loads can be front- or back-loaded between Fall and Spring Semester up to a maximum of four 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 workload hours or one section per semester, whichever is greater, provided such assignments will not be made for more than two 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 20 workload hours or more in one semester.
- e. Full-time faculty shall not teach more than 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.

712. Limits on Teaching Preparations

Except as otherwise provided in this Agreement or by agreement of the College and the Association:

- a. A full-time Teaching Faculty member will not be assigned teaching preparations in excess of the following limitations, unless agreed to by the faculty member or when necessary to achieve a full workload:
 - 1) A full-time Teaching Faculty member in Performing Arts or in Physical Fitness and Wellness will not be assigned more than five 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 different teaching preparations per semester during the first four semesters of employment, and will not be assigned more than three 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 different delivery methods (e.g., face-to-face and on-line) it will count as two teaching preparations, but not thereafter. The first time a faculty member teaches a course in the Hyflex delivery method it will count as two preps, but not thereafter.

Preparations for voluntary overloads do not count toward these limits.

138. Additional Assignments

The College may, but is not required to, assign additional work to full-time Teaching Faculty, which will be paid according to Article XXI Professional Compensation unless specifically noted in the remaining sections of this Article or by agreement of the College and the Association.

- ~~9. A full-time Teaching Faculty member's scheduling of time on campus will be the shared responsibility of the individual Teaching Faculty and supervisor, while taking into account the needs of the students, the department, and the College. The schedule of work for classes, student consultations, and other responsibilities will provide for each full-time Teaching Faculty to be on the campus where the faculty member's department is located a minimum of three days per week for a sufficient time to provide ample availability to students and colleagues.~~

12.ARTICLE XI. WORKLOAD

L. 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 similar course in the discipline conventional course of like workload-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 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~~ workload hours for the regular course.

13.ARTICLE XI. WORKLOAD

N. 52-Week Teaching Faculty

1. Selection and number
 - a. During the term of the 2024-2029 Agreement, except as otherwise agreed by the Association and the College, the College will increase the number of full-time 52-week Teaching Faculty positions by eight (a total of 18 positions). One position will be used by CEWD and the other positions will be awarded to any Division as necessary. No current faculty member will be compelled to accept a full-time 52-week position, no full-time faculty member will be displaced from their current regular position by creation of a new full-time 52-week position, and no full-time 52-week position will be created by eliminating or consolidating regular positions in the bargaining unit that are occupied at the time the full-time 52-week position is filled.
 - b. If the College creates a full-time 52-week position, it will be filled through the established search process, with an internal posting first and subsequent

external posting only if determined necessary. A full-time bargaining unit member awarded a full-time 52-week position in their program/department will carry their status and pay level into the full-time 52-week position.

2. Annual workload for full-time 52-week teaching positions shall include:
 - a. Up to Forty-four teaching workload hours (or equivalent), and
 - b. The remainder of their scheduled workdays (excluding paid vacation and recognized holidays) should be devoted to the types of non-teaching activities described in Article XI.C.1.b.
 - c. Non-teaching assignments may be made in lieu of workload hours of teaching or teaching assignments may be made in lieu of non-teaching activities and duties (at the rate of 32 clock hours = 16 contact hours = 1 workload hour) if necessary to satisfy workload obligations or instructional needs. Non-teaching assignments may be added to the normal base workload in accordance with Section A.4. Special Assignments.
3. [NO CHANGE]
4. [NO CHANGE]
5. Bargaining unit members in a full-time 52-week position will be granted paid vacation each full fiscal year according to the following schedule:

<u>Status as of July 1</u>	<u>Vacation Hours</u>	<u>Personal Hours</u>
Probationary	120 140	<u>16</u>
Continuing Contract	160 180	<u>16</u>

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

- a. All requests for vacation must be made in writing, using accepted department procedure. All requests to use paid vacation must be made as far in advance as possible. Approved vacation benefits must be used in increments of at least one hour.
- b. A maximum of one year's accrual of earned vacation days may be carried forward from one fiscal year to the next. Exceptions may be requested through the immediate supervisor and are subject to approval by the Executive Director of Human Resources.
- c. If a member resigns or retires after giving at least four weeks' notice, or is laid off, or is discharged other than for gross misconduct, he/she shall be paid for any unused vacation days, including those earned in the current

fiscal year. All payments for earned but unused vacation days shall be based on the current rate of pay.

- d. Vacation credit shall accrue from the date of employment in a full-time 52-week position and shall be prorated based on the number of months from July 1. A member beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month. No vacation credit shall accrue for any month in which an employee is in unpaid status for 15 days or more.

6. [NO CHANGE]

7. [NO CHANGE]

14.ARTICLE XI. WORKLOAD

O. 52-Week Academic Professionals

1. [NO CHANGE]

2. [NO CHANGE]

- 3. Bargaining unit members in a full-time 52-week position will be granted paid vacation each full fiscal year according to the following schedule:

<u>Status as of July 1</u>	<u>Vacation Hours</u>	<u>Personal Hours</u>
Probationary	120 <u>140</u>	<u>16</u>
Continuing Contract	160 <u>180</u>	<u>16</u>

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

- a. All requests for vacation must be made in writing, using accepted department procedure. All requests to use paid vacation must be made as far in advance as possible. Approved vacation benefits must be used in increments of at least one hour.
- b. A maximum of one year's accrual of earned vacation days may be carried forward from one fiscal year to the next. Exceptions may be requested through the immediate supervisor and are subject to approval by the Executive Director of Human Resources.
- c. If a member resigns or retires after giving at least four weeks' notice, or is laid off, or is discharged other than for gross misconduct, he/she shall be paid for any unused vacation days, including those earned in the current

fiscal year. All payments for earned but unused vacation days shall be based on the current rate of pay.

- d. Vacation credit shall accrue from the date of employment in a full-time 52-week position and shall be prorated based on the number of months from July 1. A member beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month. No vacation credit shall accrue for any month in which an employee is in unpaid status for 15 days or more.

4. [NO CHANGE]

5. [NO CHANGE]

15.ARTICLE XII. SEAT LIMITS

ARTICLE XII. SEAT LIMITS

In the first year of the contract, in conjunction with the Administrative Supervisor, all programs and departments will review class sizes due to accreditation, pedagogy, and other limitations to create an accurate chart based on teaching modality and practice. That chart will be presented to the Dean for review. If the Dean is in agreement, the chart will be forwarded to the MAHE President and the Labor Relations Director for review and incorporation into the contract.

The seat limit chart will be reviewed annually, as outlined above, for possible changes due to curriculum change, accreditation change, etc.. 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
	MGMT335	30
Center for Transitional Learning	All Courses (unless noted below)	35

	English as a Second Language	20
	NCEL	25
	READ 150	20
	READ 160, 170	25
	ACAD	20
	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, 264, 265	35
	SIGN 260, 261	72
	Speech	25
English	All Courses (unless noted below)	35
	English (unless noted below)	30
	ENGL 122 and 132	25
	Writing (WRIT 117 & higher)	23
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
	Welding Labs	15
CITP/CITS	All Courses	22
Police & Fire Academies		40
Continuing Education		
Continuing Education	All Courses	60

The Participation in Governance process shall be utilized for adjusting seat limits in the following modes of delivering instruction:

b. Face-to-face

b. Online

- c. ~~Online Real Time (ORT) Partial Scheduled Lecture~~
 - d. ~~ORT Full Scheduled Lecture~~
 - e. ~~Online Hybrid~~
2. ~~Changes to seat limits utilizing the participation in governance process shall be reported to HR and MAHE.~~
 3. ~~Disagreements regarding seat limits established from the participation in governance process may be referred to HR and MAHE for resolution.~~
 4. ~~Courses that have ORT and Online components will have the same seat limits as Online courses.~~
 5. ~~Seat limits for virtual labs, in which students are performing experiments, will be the same as the seat limits for those labs in the face to face mode.~~
- A. [NO CHANGE]
 - B. [NO CHANGE]
 - C. [NO CHANGE]

16. ARTICLE XIII. EMPLOYMENT PRACTICES

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.

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

1. [NO CHANGE]
2. [NO CHANGE]

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

1. [NO CHANGE]
2. [NO CHANGE]

3. Adjunct Professor

- a. An Adjunct Professor is non-probationary and shall hold Associate Continuing Contract status.
- b. Adjunct Professor status is intended to recognize and reward the College's highly effective and highly committed Adjunct Associate Professors. Adjunct Professor status is for a term of five consecutive academic years. Not later than June 30 of the fourth year of such term, the member may apply for renewal of Adjunct Professor status. A member who is reappointed will continue with adjunct professor status for another term of five consecutive academic years commencing at the end of the original term if a position is available. A member who is not reappointed as Adjunct Professor reverts to Adjunct Associate Professor status.
- c. Adjunct Professor status will be lost if the employment relationship/seniority is terminated, if the member suffers loss of seniority under Section L. of this Article, if the member voluntarily surrenders the status, or if the status is lost for just cause.
- d. An Adjunct Professor shall be assigned courses totaling 12 workload hours per semester (Fall and Spring), and/or other professional work (such as committee work and other leadership assignment), if available in a discipline in which the Adjunct Professor is well-qualified. An Adjunct Professor may be assigned additional teaching assignments and other professional work, subject to the limits in the Fall and Spring workload schedule set forth in Article XI. Workload.
- e. An Adjunct Professor shall be offered at least one 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.
- ~~f. The number of vacant Adjunct Professor positions in each program/department shall be determined through the Program/Department Operating Plans process described in Article IX.B. If the Association is dissatisfied with the number of positions opened for any academic year, it may require a meeting with College representatives to discuss the circumstances and explore the alternatives in an effort to reach agreement on the number of positions.~~

Full-time Academic Professional Faculty will be assigned status as follows:

1. [NO CHANGE]

2. [NO CHANGE]

3. [NO CHANGE]

Part-time Academic Professional Faculty shall be assigned status as:

1. [NO CHANGE]

2. [NO CHANGE]

17.ARTICLE XIII. EMPLOYMENT PRACTICES

D. General Provisions

1. [NO CHANGE]

2. For Summer teaching assignments:

a. Well-qualified Adjunct Associate Professors who have timely submitted their Summer teaching preference forms shall be offered at least one available course that has not been assigned to a well-qualified Adjunct Professor, or to a full-time teaching Faculty as part of their annual base teaching workload, in accordance with subsection b, below.

b. Full-time Teaching Faculty who have completed their annual workload assignment ~~should~~ will be limited in summer teaching assignments and shall be considered Adjunct Associate Professors for scheduling purposes unless there is a documented legitimate need in the department for the full-time teaching Faculty to have a higher scheduling preference.

3. [NO CHANGE]

4. [NO CHANGE]

5. [NO CHANGE]

6. [NO CHANGE]

7. [NO CHANGE]

8. [NO CHANGE]

9. [NO CHANGE]

10. 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. [NO CHANGE]
- b. [NO CHANGE]
- c. [NO CHANGE]
- d. Offer one week of pay for any adjunct faculty whose class, credit bearing or not for credit, is removed or cancelled without replacement within two weeks of the beginning of the semester. One week of pay should be calculated as 1/16 of the semester's total contact hours.

11. [NO CHANGE]

12. [NO CHANGE]

18. ARTICLE XIV. FACULTY PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT

B. Periodic Reviews

- 1. [NO CHANGE]
- 2. Periodic reviews will address professional development activities and plans; performance of professional responsibilities (as summarized in Article VIII.); adherence to professional standards and codes of ethics if applicable; relationships with peers and students; and other work-related criteria. At a minimum, periodic performance reviews will be based on the following components if they are available.
 - a. Administrator Performance Assessment

Each faculty member's performance will be periodically reviewed by the Supervising Administrator or designee. As part of the review, the Supervising Administrator or designee will observe the faculty member's classroom/ workplace performance for a minimum of one hour on at least one day during the academic year for which the review is scheduled. A second observation will be conducted if requested by the administrator or

the faculty member. The faculty member will be given at least seven days' notice of each such observation period.

b. Student/Client Feedback

Written feedback about each faculty member's performance will be obtained from students and other clients of faculty services at least annually and may be sought more often at the College's discretion. Data or comments extracted from responses will be shared with the faculty member before they are used for purposes of periodic performance reviews. Student/client feedback data will not be used as the sole source of information for periodic performance reviews.

c. Peer performance assessment

Non-probationary faculty may opt out of a peer performance assessment. Probationary faculty are subject to a peer review as part of each performance review.

When a faculty member is subject to a peer performance assessment as part of their performance review, Each faculty member's performance will be periodically reviewed by one peer identified the peer reviewer will be selected as follows:

Classification	Reviewing Peers
Teaching Faculty	Post-probationary Teaching Faculty with expertise in the member's discipline if possible
Lab Instructor	Post-probationary Teaching Faculty with expertise in the member's discipline if possible (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 if possible (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 if possible
Supplemental Instruction Leader	Post-probationary Teaching faculty with expertise in the member's discipline if possible
Sign Language Interpreters	Post-probationary Sign Language Interpreters

The reviewing peers will be selected from faculty who volunteer or are nominated by other members of the faculty member's department. Lead faculty of the program and faculty under review will provide input into the selection of the reviewer. The faculty under review may request a different peer reviewer in consultation with program faculty. The faculty under review may make a request to the Dean for a different administrative reviewer for a legitimate reason. The faculty member being reviewed may request that an alternate be assigned for legitimate reason.

Whenever possible, the reviewing peer will be selected from those who are appropriately trained to perform peer performance assessments. The reviewing peer will observe the faculty member's classroom/workplace performance for a minimum of one hour on at least one day during the academic year for which the review is scheduled. A second observation will be conducted if requested by the reviewing peer or the faculty member. The faculty member will be given at least seven days' notice of each such observation. After each observation, the reviewing peer will document the strengths and weaknesses of the faculty member's performance, will describe any recommendations for improvement, and will meet with the faculty member to discuss the observations and recommendations. The peer reviewer may request that the administrative reviewer and/or lead faculty or other peer reviewer (from the same department or similar discipline, if available) be present for the meeting, who will serve as a witness.

d. Self-Assessment

As part of the periodic performance review, the faculty member being reviewed will write a self-assessment concerning the strengths and weaknesses of the faculty member's performance and will describe any professional growth activities during the review period and any plans for future professional growth activities. The faculty member will submit the self-assessment, along with an updated curriculum vitae, to the responsible administrator at least one week prior to the meeting scheduled to discuss the comprehensive report.

3. [NO CHANGE]

4. [NO CHANGE]

5. Review Process for Academic Professionals

By the end of Calendar Year 2024, a committee of two MAHE members and two Administrators will develop a new review process for Academic Professionals. The process will be implemented by Fall 2025, with all involved performance reviews for Academic Professionals trained by that time.

6. Review Process for Teaching Faculty

By the end of Calendar Year 2024, a committee of two MAHE members and two Administrators will develop a new review process for Teaching Faculty. The process will be implemented by Fall 2025, with all involved in performance reviews for Teaching Faculty trained by that time.

7. Mandatory Training

By March 31, 2025, the College and MAHE will jointly develop two training courses related to performance reviews. One will provide training for those involved with teaching faculty performance reviews. The second one will provide training for those involved with academic professional responsibility reviews. The MAHE President and College Labor Relations Director are responsible for naming others who will participate in development of either of these courses.

Beginning fall semester 2025, anyone participating in the process of performance reviews for teaching faculty and/or academic professionals must complete the appropriate training course prior to the start of the performance review. Once the participant has completed the training, it will not be necessary for them to re-take the training unless the course is updated. The training will be available on demand at any time.

19.ARTICLE XIV. FACULTY PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT

I. Change in Status Reviews

1. [NO CHANGE]

2. [NO CHANGE]

3. [NO CHANGE]

4. [NO CHANGE]

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

a. A full-time faculty member is eligible to apply for Change in Status at the end of their second academic year of work as long as they will have worked for three

academic years by June 1 of the following year and satisfy the criteria for consideration for Change in Status described in Article XIV, J..

- b. A part-time faculty member is eligible to apply for Change in Status if they currently satisfy or will satisfy by December 23 the criteria for consideration for Change in Status described in Article XIV, J..

6. Not later than the beginning of Fall semester, the College will determine if the faculty member currently satisfies the requirements for change in status or is on track to satisfy the requirements by the dates listed above in (5) December 23 of the current calendar year and will notify the member of its determination. A member who has applied for Change in Status and is determined to ~~currently~~ satisfy the requirements for Change in Status or to be on track to satisfy the requirements by ~~December 23~~ will be removed from the periodic performance review schedule for the coming academic year and placed on the Change in Status review schedule.

7. The Change in Status review will involve consideration of the member by the member's Supervising Administrator and a Peer Review Committee made up of three to five non-probationary bargaining unit members, a majority of whom will be from the member's academic or professional discipline selected in accordance with standards established by mutual agreement of the College and the Association. Any exceptions to this committee structure will be approved by the Provost or their designee and the MAHE President or designee.

Members participating on a Peer Review Committee must have completed training for the committee service prior to serving on any Change in Status Peer Review.

8. [NO CHANGE]
9. [NO CHANGE]
10. [NO CHANGE]

20. ARTICLE XIV. FACULTY PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT

J. Standards for Change in Status

1. [NO CHANGE]
2. [NO CHANGE]
3. Adjunct Professor: All current Adjunct Professors will complete their term, no additional Adjunct Professor positions will be available. This language will be removed at the end of this Agreement.

- ~~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 Article XIV.H.7 & 8 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 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 12 semesters of teaching credit courses at the College, at least three of which must have been taught within the previous three academic years;~~
 - ~~3) — Satisfactorily teaching a cumulative total of 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 12 week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE);~~
 - ~~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 to five 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 30 calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.~~

4. [NO CHANGE]

5. [NO CHANGE]

21.ARTICLE XV. VACANCIES

D. 215 Day Positions

The College may move all 173-day academic professional full-time positions to 215-day schedules through attrition or mutual agreement of incumbent.

The College may offer 173-day teaching faculty in the areas of ERESA and Kinesiology the ability to move to a 215-day contract through attrition or mutual agreement of incumbent.

22.ARTICLE XXI. PROFESSIONAL COMPENSATION

A. Full-time Bargaining Unit Members

1. Salary Schedule

In year one of the contract, 2024-2025, all eligible full-time employees will receive a step increase, and all full-time salary schedules will be increased by the percentage as outlined below effecting with the new contractual year.

In year two of the contract, 2025-2026, all eligible full-time employees will receive a step increase, and all full-time salary schedules will be increased by the percentage as outlined below effecting with the new contractual year.

In year three of the contract, 2026-2027, all eligible full-time employees will receive a step increase, and all full-time salary schedules will be increased by the percentage as outlined below effecting with the new contractual year.

<u>Schedule</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>FULL-TIME 34.6 WEEK TEACHING FACULTY</u>	<u>2.37%</u>	<u>1.37%</u>	<u>1.37%</u>
<u>FULL-TIME 43-WEEK LAB INSTRUCTOR</u>	<u>2.06%</u>	<u>1.06%</u>	<u>1.06%</u>
<u>FULL-TIME 43-WEEK LAB ASSISTANT</u>	<u>2.06%</u>	<u>1.06%</u>	<u>1.06%</u>
<u>FULL-TIME 43-WEEK PROFESSIONAL TUTOR</u>	<u>2.06%</u>	<u>1.06%</u>	<u>1.06%</u>
<u>FULL-TIME LIBRARIAN</u>	<u>2.18%</u>	<u>1.18%</u>	<u>1.18%</u>
<u>FULL-TIME LICENSED PROFESSIONAL COUNSELOR</u>	<u>2.18%</u>	<u>1.18%</u>	<u>1.18%</u>
<u>FULL-TIME 43-WEEK ACADEMIC ADVISOR</u>	<u>2.18%</u>	<u>1.18%</u>	<u>1.18%</u>
<u>FULL-TIME TEACHING CLINICIAN</u>	<u>1.92%</u>	<u>0.92%</u>	<u>0.92%</u>
<u>FULL-TIME 52 WEEK TEACHING FACULTY</u>	<u>2.38%</u>	<u>1.38%</u>	<u>1.38%</u>
<u>FULL-TIME 52 WEEK ACADEMIC PROFESSIONALS (Librarians, Counselors, MD Advisors)</u>	<u>2.18%</u>	<u>1.18%</u>	<u>1.18%</u>
<u>FULL-TIME 52 WEEK ACADEMIC PROFESSIONALS (BD Lab Assistants, Tutors)</u>	<u>2.06%</u>	<u>1.06%</u>	<u>1.06%</u>

The parties agree to a wage reopener to be effective for years four, 2027-2028, and five, 2028-2029, of this collective bargaining agreement.

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

- C-1 Full-time Teaching Faculty
- C-2 Full-time Lab Instructor
- C-3 Full-time Lab Assistant
- C-4 Full-time Professional Tutor
- C-5 Full-time Librarian
- C-6 Full-time Licensed Professional Counselor
- C-7 Full-time Academic Advisor
- C-8 Full-time Teaching Clinician
- C-9 Full-time 52-Week Teaching Faculty
- C-10 Full-time 52-Week Academic Professional

2. [NO CHANGE]
3. [NO CHANGE]

4. As outlined above, Full full-time bargaining unit members will move on the salary schedule during the ~~2022-2023~~ 2024-2025, 2025-2026 and ~~2026-2027~~ 2023-2024 years of this Agreement as provided within the applicable appendix.

23. ARTICLE XXI. PROFESSIONAL COMPENSATION

B. Part-time Bargaining Unit Members

1. Salary Schedule

In year one of the contract, 2024-2025, the part-time teaching faculty schedule will be increased by 10% with the new contractual year. In year one of the contract, 2024-2025, all non-teaching faculty part-time schedules will be increased by 6.9% with the new contractual year, and all eligible part-time non-teaching faculty will receive a step increase effective with the new contractual year.

In year two of the contract, 2025-2026, all part-time salary schedules will be increased by 3% effective with the new contractual year.

In year three of the contract, 2026-2027, all part-time salary schedules will be increased by 3% effective with the new contractual year.

The parties agree to a wage reopener to be effective for years four, 2027-2028, and five, 2028-2029, of this collective bargaining agreement.

- D-1 Part-time Teaching Faculty
- D-2 Part-time Teaching Clinician
- D-3 Part-time Lab Instructor
- D-4 Part-time Lab Assistant
- D-5 Part-time Professional Tutor
- D-6 Part-time Librarian
- D-7 Part-time Licensed Professional Counselor
- D-8 Part-time Academic Advisor
- D-9 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. [NO CHANGE]

3. [NO CHANGE]
4. Step Advancement on the Schedule

Part-time bargaining unit members will move on the salary schedule during the ~~2024-2025~~~~2022-2023~~ and ~~2023-2024~~ years of this Agreement as provided within the applicable appendix.

24.ARTICLE XXI. PROFESSIONAL COMPENSATION

C. Credential Recognition

1. [NO CHANGE].
2. [NO CHANGE].
3. For salary schedule placement purposes, Administration will define equivalencies for teaching faculty, where the faculty member is required to maintain defined licensures and/or certificates essential to the delivery of the academic program of the faculty, and no such degree equivalency exists for the program. Administration will provide the proposed equivalencies to the MAHE President for review and feedback no later than August 31, 2025, with implementation to be no later than Academic Year 2026-2027.

25.ARTICLE XXI. PROFESSIONAL COMPENSATION

- D. ~~[HOLD FOR FUTURE USE] 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.~~

26.ARTICLE XXI. PROFESSIONAL COMPENSATION

I. Red-Circled Rates

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.

1. A full-time member or part-time non-instructional 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 the following compensation for each academic year in which they receive no other increase in pay rate for the position:

- a. An amount equal to 2.0 percent of the member's earnings from that position during the previous academic year, to be paid as a lump sum, calculated on the employee's base salary, during September of the current academic year.

27.ARTICLE XXII. EMPLOYEE BENEFITS

I. Reimbursement for College Travel

The College ~~will~~ shall reimburse a member for reasonable and necessary travel expenses incurred for College business ~~travel~~ authorized in advance by the appropriate administrative supervisor, an approved travel request. Such travel reimbursement ~~will~~ shall be subject to the Board of Trustees' Travel and Business Related Expense Policy (5.090), administrative procedures, and IRS guidelines in effect at the time. College's reimbursement policy and procedure in effect at the time and limited as follows:

~~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.).~~

~~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.~~

~~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.~~

28.ARTICLE XXII. EMPLOYEE BENEFITS

J. Mileage-Livingston Center Mileage

All teaching faculty who have a full assignment at Livingston Center in Fall 2024, and don't otherwise receive mileage, will receive a lump sum of \$40.00 (forty dollars) per week for each week they have and complete an assignment at Livingston Center, to be paid at the end of the semester.

All teaching faculty who have a full assignment at Livingston Center in Spring 2025, and don't otherwise receive mileage, will receive a lump sum of \$40.00 (forty dollars) per week for each week they have and complete an assignment at Livingston, to be paid at the end of the semester.

A member required to use their 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 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.~~

29. ARTICLE XXII. EMPLOYEE BENEFITS

N. Parking

1. The College will provide parking at no cost for Gannon ramp and surface lots owned by the College. ~~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 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. [NO CHANGE]
4. The primary use of parking privileges in the Gannon Ramp and 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. [NO CHANGE]
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.~~

30. ARTICLE XXIII. EMPLOYEE LEAVES

A. Paid Sick Leave

1. [NO CHANGE]
2. [NO CHANGE]
3. MAHE Sick Leave Bank
 - a. The College shall annually establish a MAHE Sick Leave Bank of 3,400 hours of Sick Leave.
 - b. Upon voluntary resignation, allow members to donate up to half of their accrued, unused sick time to the MAHE sick leave bank.
4. Draw from Accumulated Sick Leave or MAHE Sick Leave Bank

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

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

- 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 or MAHE Sick Leave Bank
- 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 days in an academic year if the member is on approved leave of absence due to a serious health condition (as defined under the FMLA) 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 calendar days to make arrangements for and/or attend the funeral or memorial service(s) in the event of the death of a member of the bargaining unit member's immediate family or household, provided the sick time shall be used on days consecutive with the date of death and/or such services.
 - 4) May use up to eight hours of accumulated sick leave per academic year when routine dental or medical attention for the member, the member's current spouse, or a dependent of the member residing in the member's household cannot be scheduled outside of College time or where the member is needed to provide care to such an incapacitated individual residing in the member's household.
 - 5) If the member has no sick leave available when items 1-4 of this Article (immediately above) arise, they may request payment through the MAHE Sick Leave Bank. The Bank will be administered by Human Resources, and MAHE will be provided periodic reports of use.

- b. In addition, ~~full-time~~ all 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) Court subpoena or summons not resulting from employment at the College (as required by the court).
 - 2) Income tax investigation (eight hours).
 - 3) To attend the graduation of the bargaining unit member, spouse, child from high school or college, one day if in Michigan or up to three consecutive days outside of Michigan.
 - 4) To attend the marriage of the bargaining unit member, two consecutive days; child, one day.
 - 5) Personal Leave for reasons other than those listed above (16 hours).
 - 6) Court subpoena or summons resulting from employment at the College when the Board and the bargaining unit member(s) are on opposite sides of the lawsuit (as required by the court).
 - 7) If the member has no sick leave available when items 1-6 of this Article (immediately above) arise, they may request payment through the MAHE Sick Leave Bank. The Bank will be administered by Human Resources, and MAHE will be provided periodic reports of use.
 - 8) Provide a \$500 lump sum payment to full-time member who has 200 or more sick hours and provides the Collee with a notice of resignation or retirement within 2 weeks of the start of their final semester in which they intend to teach. (Ex: Member gives notice at start of fall semester that they will not be teaching in spring semester).
- c. ~~In addition, part-time bargaining unit members may use accumulated sick leave to cover an absence from scheduled work for personal leave on one day per academic year.~~

Use of accumulated sick leave is conditional upon the member reporting the need for sick leave to the member's supervisor as soon as possible in accordance with applicable procedures and complying with applicable requirements for documentation. It is the professional responsibility of bargaining unit members to provide as much advance notice as possible when using accumulated sick leave for

any purpose and to refrain from using sick leave for any purpose that could reasonably be scheduled to avoid conflict with the member's scheduled work obligations. Accumulated sick leave shall not be used on graduation day unless absolutely necessary.

- 6. [NO CHANGE]
- 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 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 months will be considered part of a single event.

31.ARTICLE XXIII. EMPLOYEE LEAVES

C. Sabbatical/Professional Development Leave

- 1. [NO CHANGE]
- 2. [NO CHANGE]
- 3. Process
 - a. [NO CHANGE]
 - b. Pre-Application

Prior to September 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.

Sabbaticals may be taken in Fall Semester, Spring Semester, or both Fall and Spring Semesters.

c. Application Process

- 1) Not later than September 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 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.

h) A copy of the previous sabbatical report submitted for the last sabbatical taken by this member.

- 2) [NO CHANGE]
 - 3) Not later than October 5, the member may submit a revised final draft to the Dean or designee and the Provost.
 - 4) [NO CHANGE]
- d. Not later than October 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. [NO CHANGE]
- 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. Subsequent sabbatical approval requires the successful completion of the prior sabbatical.

g. [NO CHANGE]

h. Not later than ~~November 30~~, five days after grading day, 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.

Applicants will be informed of the reason for denial of their application at any level of the process.

i. Not later than ~~November 30~~ five days after grading day, 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. [NO CHANGE]

k. [NO CHANGE]

l. [NO CHANGE]

4. Terms and Conditions of Sabbatical/Professional Development Leaves

a. [NO CHANGE]

b. [NO CHANGE]

c. [NO CHANGE]

- 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 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-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 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.

7) Faculty members shall have the opportunity to respond to a negative evaluation of the completion of their sabbatical.

8) At least annually, a Human Resources Representative and MAHE President will review the procedure to ensure efficacy.

32. ARTICLE XXX. DURATION OF AGREEMENT

Article XXX. Duration of Agreement

This Agreement shall be effective as of August 16~~12~~, ~~2021~~2024, and shall continue until 11:59 p.m. August 11, ~~2024~~2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

33. APPENDIX D – PART-TIME COMEPNSATION SCHEDULES

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 May 21, 2012, who are on the HS or AD level will not advance beyond Adjunct Instructor steps until they achieve BD level or higher and are approved for Adjunct Associate Professor status.

The College will provide explicit directions to Faculty to verify their total workload to ensure that Faculty can confirm they have met the workload qualification for step increase.

An Adjunct Instructor on Step 1 will advance to Step 2 at the beginning of the academic year after achieving the following requirements and submitting a written request for advancement to Human Resources by June 30:

1. Satisfactory completion of at least four semesters of teaching credit courses in the position;
2. Satisfactorily teaching a cumulative total of 48 workload hours in the position;
3. Successful completion of 16 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The 16 hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;
4. Completion of a performance review for the position pursuant to Article XIV establishing that the member is effective in performing assigned work and achieving student success goals and is otherwise satisfying performance-related expectations.

An Adjunct Instructor on Step 2 will advance to Step 3 at the beginning of the academic year after achieving the following requirements and submitting a written request for advancement to Human Resources by June 30:

1. Satisfactory completion of at least seven semesters of teaching credit courses in the position;
2. Satisfactorily teaching a cumulative total of 78 workload hours in the position;
3. Successful completion of 20 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The 16 hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;
4. Completion of a performance review for the position pursuant to Article XIV establishing that the member is effective in performing assigned work and achieving student success goals and is otherwise satisfying performance-related expectations.

An Adjunct Instructor on Step 1, Step 2, or Step 3 will advance to Adjunct Associate Professor Step 1 at the beginning of the academic year after achieving the status of Adjunct Associate Professor.