

**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. The College will establish an annual Bank of Association Hours to pay the cost attributable to replacing specified Association Officials for periods of paid release time they are involved in representational activities under the Agreement. Association officials may devote more time to Association business than covered by the Bank, but such time will not be considered hours worked for the College and will not be compensated in any way by the College.
2. At the beginning of the academic year, the College will contribute a “block” of time for use by the Association President (equal to 346 clock hours if the President is a Teaching Faculty member or 430 clock hours if the President is an Academic Professional, or a prorated mix if the President is working as both Teaching Faculty and Academic Professional). The College will simultaneously credit the Bank with another “block” of time determined in the same manner for use by the Grievance Chair.
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.
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. Staff Notification

The Human Resources department, within the first three weeks of the Fall and Spring semesters, will publish a calendar of anticipated training courses that will require completion in that academic year.

##### 2. Union Notification

The Human Resources department will maintain a list of all planned and anticipated training courses. The list will be shared with the Association President and Ombudsman within the first three weeks of Fall and Spring semester each academic year.

##### 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. Training Time Compensation for Part-time Employees

The College shall provide the designated amount of time that part-time members will be compensated for timely and satisfactory completion of the training.

## 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. 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, etc.) and format (course duration, Learning Communities, etc.);
  - e. Class size determinations based on pedagogical, safety, and other relevant considerations; and
  - f. Textbook adoption decisions
    - (1) Textbook adoptions shall be made by consensus of the faculty teaching the course with input from the program administrators.
    - (2) When a consensus of the faculty teaching the course cannot be timely reached, the textbook adoption decision will be determined by the majority of faculty teaching the course with input from

program administrators.

2. Recommendations for changes in curricular issues may be made by Teaching Faculty members, administrators, or Academic Professionals who actively participate in a program or department at any time, consistent with applicable time constraints and deadlines.
3. Before approving or implementing any substantial change in any listed curricular issues for the program or department, the administrator(s) will notify the program or department faculty of the proposed change(s), provide a written summary of the proposed change(s), and provide them with the opportunity to participate in one 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. Notice of the special meeting will be given at least two weeks in advance to allow program or department faculty who are unable to attend to provide input prior to the meeting(s).
4. If the meeting(s) produce(s) agreement 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.

## 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. Operating plans for each academic or student services program or department to which faculty members are regularly assigned will be documented, reviewed annually by the Dean, and will consist of:
  - a. Program/department assessment, review, and analysis of student success, effectiveness and vitality;
  - b. Program/department action/improvement plans;
  - c. Program/departmental/division/College schedules, and individual workloads and assignments, including work days for Academic Professionals in the department/program and “red days,” which are days where no Academic Professional is allowed a non-work day;
  - d. Procedures for summer scheduling of work assignments;
  - e. Program/department budget requests;
  - f. Program/department regular meeting procedures and schedules; and
  - g. Program/department standards for submission of documentation for use by Change in Status peer reviews under Article XIV.
  - h. Program/department annual budget amount allocated to program faculty for professional development.
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. 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 any substantial change in an operating plan for the program or department, the responsible administrator(s) will notify the program or department faculty of the proposed change(s), provide a written summary of the proposed change(s), and provide the program or department faculty with the opportunity to participate in one or more meetings with administrators to discuss the relevant issues. If the discussion meeting is not held during a regularly scheduled program or department meeting, a special meeting will be scheduled at a time to accommodate the most program or department participants under the circumstances. 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. All decisions must be consistent with applicable provisions of this Agreement (e.g., express restrictions on individual workloads, schedules and assignments, etc.).

6. Prior to implementation of a disputed change, the department/program faculty and administrators will utilize a collaborative problem-solving method in an attempt to reach a mutually satisfactory solution.
7. If an alternate recommendation for a timely submitted substantial change is not adopted, the Dean or designee will provide the rationale for the decision, in writing, to the faculty who submitted the recommendation.
8. Decisions may be appealed to the Dean and thereafter to the Provost, who will make the final decision.

## 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. Lab Instructor

a. A Laboratory Instructor is an Academic Professional characterized by:

- 1) Having the primary duty and responsibility of teaching students in a laboratory, academy, workshop, etc., involving more than techniques and skills;
- 2) 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
- 3) 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. A Laboratory Assistant is an Academic Professional characterized by:

- 1) 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.);
- 2) Functioning as a secondary source of instruction in the instructional setting for a lab, academy, workshop, etc.; and
- 3) Being responsible for delivery of instruction and evaluation of techniques and skills during the assigned lab, academy, workshop, etc.

## 4. Professional Tutor

1) A Professional Tutor is an Academic Professional characterized by:

- 1) 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;
- 2) Functioning as a secondary source of instruction to students seeking assistance in connection with the subjects assigned; and
- 3) Being responsible for student assessment and preparation and delivery of instruction at appropriate Levels according to student needs.

5. Librarian

a. A Librarian is an Academic Professional characterized by:

- 1) Having the primary duty and responsibility of aiding students and other faculty members with their academic research and information needs in the library setting, in accordance with student and faculty needs;
- 2) Functioning as the principal source of instruction in teaching academic research and information literacy skills to students and other faculty members; and
- 3) Being ultimately responsible for acquisition and delivery of traditional and electronic reference services and efficient and effective operation of library facilities and resources.

6. Licensed Professional Counselor

a. A Licensed Professional Counselor is an Academic Professional characterized by:

- 1) 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;
- 2) 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
- 3) Functioning as the primary participant in crisis counseling, behavioral intervention services and other high-level assessment situations.

7. Academic Advisor

a. An Academic Advisor is an Academic Professional characterized by:

- 1) 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;
- 2) Functioning as a primary resource to assist students in developing and implementing educational development plans consistent with completion, transfer and career goals; and
- 3) 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.

8. Teaching Clinician

a. A Teaching Clinician is an Academic Professional characterized by:

- 1) Having the primary duty and responsibility of teaching students in a small group instructional setting involving clinical application of knowledge, techniques, and skills;
- 2) Functioning as the principal source of instruction in the clinical component of a course, but not as the faculty of record; and
- 3) 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.

9. Sign Language Interpreter

a. A Sign Language Interpreter is an Academic Professional characterized by:

- 1) Having the primary duty and responsibility of providing sign language/oral interpretation in facilitating college level instruction and communication in a variety of instructional settings for deaf, deafblind or hard of hearing students;

- 2) Functioning as a primary resource for communication between deaf, deafblind or hard of hearing students and other students, faculty, staff and others in connection with classes and other academic activities and College programs; and
- 3) Being responsible for delivery of accurate sign language/oral interpretation of college level academic and program-related communications between deaf, deafblind or hard of hearing students and other students, faculty, staff and others involved in College programs.

## 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. Primary Factors. The primary factors to be considered in assigning workloads to bargaining unit members who are determined to be well-qualified within the meaning of Article XIII, Employment Practices, Section H.7, are:
  - a. Student needs and interests.
  - b. Department and College needs and interests.
  - c. Expertise, skill, and abilities of bargaining unit members.
  - d. Documented preferences and availability of individual bargaining unit members (e.g., preferred courses, desired number of credits, days and times available, etc.).
  - e. Contract restrictions on assignment of individual bargaining unit members as set forth in this Article.
  - f. Where other factors are equal, the length of service of bargaining unit members within the Department or program in which assignments are being made, except for members who are subject to current corrective action (e.g., individual improvement plan, disciplinary action, etc.) imposed prior to schedule implementation.
2. Scheduling Guidelines

Faculty and administration will cooperate and strive to establish regular work schedules each semester that are consistent with the factors listed above. A spreadsheet containing all program Teaching Faculty qualifications will be maintained and updated each Fall in all program areas. 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 evenings per week or one evening course section for Teaching Faculty, whichever is greater.
- b. Members should be regularly scheduled for workplace obligations no more than five 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 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 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.
- h. A new Adjunct Instructor will not ordinarily be given more than four workload hours or one course (whichever is greater) during the Instructor's first semester of employment. The College, if necessary, may exceed this limit, provided a representative of Human Resources will notify a representative designated by the Association of the reason(s) necessitating additional assignments prior to making them.

3. Dual Program/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. When a dual department/program assignment occurs for full-time Teaching Faculty:

- a. Full-time Teaching Faculty who are given a dual program /department assignment, for which they are qualified, shall receive rationale in writing for the dual program/department assignment.
- b. Full-time Teaching Faculty and program faculty chairs will be allowed to give input into dual program/department assignments that will impact their program/department scheduling process.
- c. A process for making dual program/department assignments for full-time Teaching Faculty will be mutually developed with the College and MAHE.

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. 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.

6. Leadership Assignments

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

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. Attendance at College Functions

- a. Full-time bargaining unit members are required, and part-time bargaining unit members are encouraged, to attend the College's Commencement Ceremony. The College will provide required caps, gowns, and hoods for faculty who timely commit to attend Commencement. Faculty members shall provide any other regalia.
- b. Bargaining unit members may be asked to serve as chaperones at College functions. A member who is unable to serve after agreeing to do so will

notify the Office of Student Life as soon as possible and will make every effort to find a substitute.

9. 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.

10. Reassignment of Full-time Faculty

The reassignment of Full-time Faculty based on organizational changes will be discussed with MAHE prior to final implementation of the reassignment.

11. **ARTICLE XI. WORKLOAD**

C. Full-time Teaching Faculty Assignments/Workload

1. Base Load

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

a. Teaching Assignments

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

b. Professional Activities and Duties

- 1) The equivalent of thirty-two to thirty-four 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 credit for course development, changing course delivery format, major course revisions, etc., will not generally exceed the contact hours for the course. For example, workload credits for changing the delivery format of a four-contact hour course from face-to-face to online will not exceed sixty-four



clock hours. Any credit in excess of this limit will require written approval of the Dean or designee.

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

c.

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. Distribution of Base Load

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

4. Bargaining unit members in a full-time 52-week position shall be credited with 3.69 hours of Sick Leave for each bi-weekly payroll period in which the member actively performs their assigned duties during the academic year.
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	<u><del>120</del> 140</u>	<u>16</u>
Continuing Contract	<u><del>160</del> 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.

6. Recognized Holidays

Eligible full-time members will not lose pay from their regular salaries because of the Employer's closure for the following recognized holidays:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Juneteenth
- f. Labor Day
- g. Thanksgiving Day
- h. The Day Following Thanksgiving Day
- i. Christmas Day
- j. Two (2) additional holidays, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

Full-time members are eligible for this holiday benefit only if they are in a full-time 52-week position and work their scheduled hours or are on approved vacation or approved paid leave of absence on their regular work day prior to and the work day immediately after the holiday.

When a recognized holiday falls on a Saturday or Sunday, it will be recognized by the Employer on the date specified by the U.S. Government.

7. Salaries are listed in Appendix C-9.

14. **ARTICLE XI. WORKLOAD**

O. 52-Week Academic Professionals

1. Selection and number

- a. During the term of the 2021-2024 Agreement, except as otherwise agreed by the Association and the College, the College will not maintain more than five occupied full-time 52-week Academic Professional positions at any time. 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. Bargaining unit members in a full-time 52-week position shall be credited with 3.69 hours of Sick Leave for each bi-weekly payroll period in which the member actively performs their assigned duties during the academic year.
  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	<del>120</del> <u>140</u>	<u>16</u>
Continuing Contract	<del>160</del> <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. Recognized Holidays



Eligible full-time members will not lose pay from their regular salaries because of the Employer's closure for the following recognized holidays:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Juneteenth
- f. Labor Day
- g. Thanksgiving Day
- h. The Day Following Thanksgiving Day
- i. Christmas Day
- j. Two (2) additional holidays, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

Full-time members are eligible for this holiday benefit only if they are in a full-time 52-week position and work their scheduled hours or are on approved vacation or approved paid leave of absence on their regular work day prior to and the work day immediately after the holiday.

When a recognized holiday falls on a Saturday or Sunday, it will be recognized by the Employer on the date specified by the U.S. Government.

- 5. Salaries are listed in Appendix C-10.

## 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:~~

<b>Division/Department</b>	<b>Course(s)</b>	<b>Seat Limit</b>
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<b>Arts &amp; Sciences</b>		
<b>Business &amp; Economics</b>	All Courses (unless noted below)	35
	ACCG 220, 221, 230, 231, 240, 241, 250, 260, 271, 280 and 290	25
	MGMT335	30
<b>Center for Transitional Learning</b>	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
<b>Communication, Media &amp; the Arts</b>	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
<b>English</b>	All Courses (unless noted below)	35
	English (unless noted below)	30
	ENGL 122 and 132	25

	Writing (WRIT 117 & higher)	23
<del>Math &amp; Computer Science</del>	<del>All Courses (unless noted below)</del>	<del>35</del>
	<del>MATH 050, 107, 112</del>	<del>30</del>
	<del>Learning Lab</del>	<del>25</del>
	<del>MATH 045, 114, 115, 117, 119, 161, 162</del>	<del>30</del>
	<del>MATH 001, 118, 130, 201, 202</del>	<del>25</del>
	<del>All CPSC &amp; STAT</del>	<del>25</del>
<del>Science</del>	<del>All Courses (unless noted below)</del>	<del>30</del>
	<del>Geography</del>	<del>35</del>
<del>Social Science &amp; Humanities</del>	<del>All Courses</del>	<del>35</del>
<b><del>Health &amp; Human Services</del></b>		
<del>Allied Health &amp; Human Services</del>	<del>All Courses (unless noted below)</del>	<del>40</del>
	<del>All CHDV</del>	<del>35</del>
<del>Community Health &amp; Nursing</del>	<del>NURS</del>	<del>32</del>
	<del>All CHSE</del>	<del>40</del>
	<del>EMT Academies</del>	<del>40</del>
	<del>All PARA</del>	<del>40</del>
<del>Physical Fitness &amp; Wellness (excluding Total Fitness)</del>	<del>All Courses</del>	<del>35</del>
<b><del>Technical Careers</del></b>	<del>All Courses (unless noted below)</del>	<del>35</del>
	<del>ELTE 110 (self-paced labs)</del>	<del>110</del>
	<del>Welding Labs</del>	<del>15</del>
<del>CITP/CITS</del>	<del>All Courses</del>	<del>22</del>
<del>Police &amp; Fire Academies</del>		<del>40</del>

<b>Continuing Education</b>		
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. Seat Limits for Learning Communities

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.).

B. Over-Enrolled and Under-Enrolled Sections

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

be eligible for an over-enrolled class stipend as described in Article XXI, Professional Compensation Section G.

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

C. 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.

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. Assistant Professor
  - a. All full-time Teaching Faculty in the bargaining unit are employed as full-time Assistant Professors until achieving the status of full-time Professor. Full-time Assistant Professors are considered probationary and employed at-will.
  - b. Full-time Assistant Professors shall be assigned courses and/or other professional work constituting a full-time workload each semester (Fall and Spring), if available in a discipline in which the Full-time Assistant Professor is qualified. Full-time Assistant Professors may be assigned additional professional work, subject to limits contained in this Agreement. Full-time Assistant Professors have priority over part-time Teaching Faculty in receiving work assignments to fill their mandatory workload, provided they are determined by the College to be well-qualified to satisfactorily teach available courses.
2. Full-time Professor

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

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

1. Adjunct Instructor

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

2. Adjunct Associate Professor

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

3. Adjunct Professor

- 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. Probationary Academic Professional Faculty

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

2. Continuing Contract Academic Professional Faculty

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

3. Full-time Academic Professional Faculty shall be assigned a full-time workload during each academic year, in a discipline in which the member is qualified, if

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

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

1. Probationary Associate Academic Professional

All part-time Academic Professional Faculty in the bargaining unit are Probationary Associate Academic Professional until achieving the status of Associate Continuing Contract Academic Professional. Probationary Associate Academic Professionals are employed at-will, without any assurance of receiving work assignments.

2. Associate Continuing Contract Academic Professional

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

17. **ARTICLE XIII. EMPLOYMENT PRACTICES**

**D. General Provisions**

1. Current full- and part-time bargaining unit members will be utilized to fill work assignments whenever possible, provided the College determines they are available and well-qualified to satisfactorily perform the required work. The College will not arbitrarily and capriciously hire new bargaining unit members if doing so would unduly limit the workload priorities of current bargaining unit members under this Article and will not use other college employees who lack associate continuing contract status to teach a course if doing so would result in a well-qualified adjunct associate professor or adjunct professor not being offered workloads as provided in other sections of this article.

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. Employees may have roles in the process of scheduling teaching assignments that include scheduling courses that they teach. In these instances, to avoid the potential for conflicts of interest, their teaching schedules must be reviewed and approved in advance by an Administrator who was not involved in the scheduling process.
4. Before the end of the semester following the semester that this agreement is ratified, Human Resources and MAHE will convene a meeting with Administrators and Faculty for all Academic Divisions to consider designing a College-wide teaching preference form.
5. A bargaining unit member who has not completed a bargaining unit or other professional assignment at the College within the last calendar year must complete a background check and review of all required credentials prior to returning to work.
6. 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 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.
7. 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.
8. Each semester, the College will inform current bargaining unit members of their subsequent semester employment as soon as possible.
9. 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

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. 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 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 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.

- 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. 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 they have satisfactory content knowledge to achieve the established outcomes for the required work, and

- b. Has demonstrated, based on relevant factors, including student, peer, and/or administrative evaluations as applicable under Article XIV Faculty Performance Reviews and Professional Development, that the member has pedagogical skills and abilities at or above the median for the member's classification in their department/program. Student feedback and/or student evaluation data shall not be used as the sole factor in this determination.

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

## 12. 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.
  - 4) Are given pre-K-12 Assignments
- b. 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.

- c. 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

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

B. Periodic Reviews

- 1. The College will conduct periodic reviews of faculty members according to the following schedule:

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

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

- 2. Periodic 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. Comprehensive Report

After taking into consideration all available components described above, the responsible administrator will prepare a comprehensive written report summarizing the relevant information and observations. The administrator will then meet with

the faculty member to present and discuss the summarized peer performance assessments, the administrator performance assessment, the self-assessment and the student/client feedback, and any recommendations for improvement (which may be modified based on the discussion). Such discussions will be conducted confidentially. Only those persons with a legitimate need to know will have access to the review materials or to the comprehensive report prepared by the administrator. If a member disagrees with any of the information contained in the comprehensive report or the supporting materials, the member may submit a written explanation, which will become part of the periodic performance review 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.

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. Change in Status is not automatic. A bargaining unit member must successfully complete the Change in Status process to:
  - a. Achieve continuing contract status;
  - b. Achieve associate continuing contract status; or
  - c. Achieve promotion to Adjunct Professor.
2. The Change in Status review is intended as an intensive examination of the qualifications and accomplishments of bargaining unit members for purposes of assessing readiness for continuing contract status or adjunct professor status based on the following criteria:
  - a. Effectiveness in performing assigned work and achieving student success goals;
  - b. Professional development;
  - c. Participation in departmental leadership and/or other professional responsibilities;
  - d. College and/or community service activities;
  - e. Scholarly activities and leadership;
  - f. Other performance-related considerations.
3. No later than January 31, the College will notify each department/program of any College-wide timelines and deadlines for the Change in Status process.
4. No later than March 31, each department/program will establish as part of its Operating Plan the application, information, and documentation (including but not limited to the items listed in subsection 8.a of this Section H) to be submitted by the applicant to the Peer Review Committee and the timeline for submission of such materials.
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. The Change in Status review will include each of the following steps, all of which must be completed not later than two weeks after the end of Spring semester:
- a. The Supervising Administrator and the Peer Review Committee will, at a minimum, independently review the member's:
    - 1) Available work record and performance information, including Periodic Performance Reviews from the most recent 5 years;
    - 2) Available student/client feedback data;
    - 3) Available student success data; and
    - 4) The member's application and any other required information and documentation.

- b. The Supervising Administrator and at least one member of the Peer Review Committee will independently conduct at least one classroom/workplace observation that complies with the standards contained in Art. XIV, Section B.2.
  - c. The Supervising Administrator and at least one member of the Peer Review Committee will jointly meet with the bargaining unit member to discuss the bargaining unit member's information, documentation, and data.
  - d. After the preceding steps are completed, the Supervising Administrator and the Peer Review Committee will develop recommendations to grant or withhold the requested Change in Status, supported by a written summary explaining the reason(s) for the recommendation, and submit their respective recommendations to the responsible Dean not later than two weeks prior to the end of the Spring Semester. The Supervising Administrator and the Peer Review Committee may consult one another or act independently in reaching their recommendations.
  - e. After consideration of the recommendations and written summaries, and such other information and documentation as may be deemed significant, the Dean will determine whether or not to grant the requested Change in Status. The Dean will advise the member of the decision in writing within 30 days after receipt of the recommendations and written summaries, and will provide copies of the Dean's decision to the Supervising Administrator and the Review Committee.
9. If the member disagrees with the determination by the Dean, the member may appeal to the Provost, by filing a written appeal with the Provost within 28 calendar days after being informed of the Dean's decision. The Provost will affirm or reverse the Dean's decision, and provide written notice of the Provost's decision to the member, the Supervising Administrator and the Review Committee. The decision of the Provost is final and not subject to appeal.
10. Any approved change in status shall become effective at the beginning of the next academic year.
20. **ARTICLE XIV. FACULTY PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT**

**J. Standards for Change in Status**

- 1. Full-time Teaching Faculty

- a. 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 b.1) through b.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 b.7) and b.8) of this provision.
  
- b. The criteria for status as full-time Professor are:
  - 1) The member has not been denied full-time Professor status within the last 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 academic years of work as a full-time Assistant Professor teaching courses and/or other professional work;
  - 4) Satisfactorily working a cumulative total of 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 12-week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE);
  - 6) Successful completion of an additional 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 16hours 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 to five 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 30 calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.

## 2. Adjunct Associate Professor

- a. 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 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. An eligible 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 Associate Professor are:
  - 1) The member has not been denied Adjunct Associate 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 six 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 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 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The eight 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 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 promotion 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.

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;~~

- ~~e) 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. Continuing Contract Academic Professional Faculty

- a. A Probationary Academic Professional who believes he/she is qualified for the status of Continuing Contract Academic Professional may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections b.1) through b.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 Article XIV.H.7 & 8 of this provision.
- b. The criteria for status as Continuing Contract Academic Professional are:
  - 1) The member has not been denied Continuing Contract Academic Professional status within the last 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 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 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 40 hours of approved professional development activities, which may include, but is not limited to, the 12-week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE) or other CTE workshops. The 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 to five 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 30 calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent semester.

5. Associate Continuing Contract Academic Professional

- a. 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 b.1) through b.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 Article XIV.H.7 & 8 of this provision.
- b. The criteria for Associate Continuing Contract Academic Professional Faculty status are:
  - 1) The member has not been denied Associate Continuing Contract Academic Professional status within the previous academic year due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee;
  - 2) Attainment of at least the degree then required for hire into the job title in which the faculty member is working;
  - 3) Satisfactory completion of 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 years;
  - 4) Successful completion of 20 hours of approved professional development activities, which may include the 12-week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE) or other CTE workshops. The 20 hours of professional development activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek pre-approval.

## 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. 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 step for each full year of relevant experience, up to a maximum of four 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. 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. Placement on Schedule

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

3. Advanced Placement

In placing a new part-time bargaining unit member 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 step for each full year of relevant experience, up to a maximum of two steps for part-time Teaching Faculty or Teaching Clinician and four steps for other part-

time Academic Professionals.

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. 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 related to the field in which the member is teaching and the degree is from an accredited institution recognized by the Department of Education. Upon written request of the member or recommendation of the responsible Dean and approval of the Executive Director of Human Resources (whose decision shall be final unless proven to be arbitrary and capricious), a Teaching Faculty member in the HS, AD, or BD salary column may be moved to a higher salary column based on government-recognized certifications or licenses coupled with tested experience related to the field in which the member is teaching. If approved, the effective date of the compensation adjustment will be the beginning of the semester beginning on or after the date on which the written request has been submitted and the Human Resources Department receives the official transcript showing that the degree or credential has been awarded.
2. Because the compensation Level of Academic Professionals is based on the degree, license, or certification required to perform the assigned work, an Academic Professional member's pay rate will not change based on obtaining a higher academic degree or additional license or certification.
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. 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 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. Misuse of parking cards or permits shall result in the loss of all parking privileges. This includes, but is not limited to, parking more than one vehicle on College owned or leased parking lots or facilities at any one time or allowing another person to use a parking card or permit.
- ~~6. Bargaining unit members whose primary work assignment 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. 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 3.51 hours of Sick Leave for each of the first 22 biweekly payroll

periods in which the member actively performs their assigned duties during each academic year.

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

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

- a. Part-time bargaining unit members shall be credited with:
  - 1) 0.04 hour of Sick Leave for each clock hour assigned and worked.
  - 2) 0.08 hour of Sick Leave for each contact hour assigned and worked.
- b. Maximum accrual of Sick Leave for part-time bargaining unit members shall be 450 hours.

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. Documentation

For any use of sick leave for more than three consecutive work days or more than five 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 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. 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 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 academic years; and
- d. Has not been on Sabbatical/Professional Development Leave within the preceding six academic years.

3. Process

a. Notice

Not later than the end of the Spring semester 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 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) 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 October 5, the member may submit a revised final draft to the Dean or designee and the Provost.
  - 4) By October 15, the Provost 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 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. The Sabbatical/Professional Development Committee shall consist of:
- Five bargaining unit members
  - Two administrators
  - Two alternates (one bargaining unit member, one 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 their 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. Subsequent sabbatical approval requires the successful completion of the prior sabbatical.
- 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 ~~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. Prior to the February meeting of the Board of Trustees, the President will review the report and recommendations submitted by the Sabbatical/Professional Development Committee. Provided that there are sufficient recommendations that the President and Provost support, they will endorse a minimum of three sabbatical proposals and deliver a written report on those recommendations, together with explanatory comments, to the Board of Trustees for consideration and action.
  - 1) Should any unforeseen circumstances causing changes to the Sabbatical process arise, the College shall promptly notify the MAHE President or designee to request their input to address the unforeseen circumstances.
  - 2) Any denial of sabbatical proposals recommended by the Sabbatical Committee for reasons unrelated to the merit of the proposals requires advance notice to the MAHE President or designee. The notice will include the reason(s) for the denial(s).
  - 3) Sabbatical proposals that are recommended by the Sabbatical Committee and not endorsed by the President and Provost will not be forwarded to the Board of Trustees.
- k. The member will receive a copy of the President's and Provost's decision and written report on their individual Sabbatical/Professional Development application, together with explanatory comments.
- l. Not later than February 28, the Board of Trustees will exercise its authority to make the final decision on granting Sabbatical/Professional Development Leaves. If the Board of Trustees denies a sabbatical proposal endorsed by the President and Provost, the applicant and MAHE will receive written notice of the reason for the denial.

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 consecutive semesters (Fall and Spring).
    - 2) The compensation of a bargaining unit member on an approved Sabbatical/Professional Development Leave:
      - a) One 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 semesters (Fall and Spring) shall be one-half the member's base salary for the academic year, subject to adjustment as provided in subsection 4.a.4) or 4.a.5) below.
      - c) Benefits shall be maintained for the duration of the Sabbatical/Professional Development Leave as provided in applicable sections of this Agreement, except as otherwise required by applicable law or regulation.
    - 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 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 their 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 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, \$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 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.