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AGREEMENT

BETWEEN

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

AND

LANSING COMMUNITY COLLEGE

ADMINISTRATIVE ASSOCIATION/

MICHIGAN FEDERATION OF TEACHERS & SCHOOL RELATED
PERSONNEL

Lansing Community College

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BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE
of the State of Michigan

and

LANSING COMMUNITY COLLEGE ADMINISTRATIVE ASSOCIATION/
MICHIGAN FEDERATION OF TEACHERS&SCHOOL RELATED PERSONNEL
at Lansing Community College

PART I - GENERAL

Full- and Part-Time Members

THIS AGREEMENT is entered into on the second day of November, 2000, by and between the BOARD OF TRUSTEES of LANSING COMMUNITY COLLEGE of the State of Michigan, hereinafter designated as the "BOARD" and the LANSING COMMUNITY COLLEGE ADMINISTRATIVE ASSOCIATION/MICHIGAN FEDERATION OF TEACHERS&SCHOOL RELATED PERSONNEL, hereinafter designated as the "ASSOCIATION."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for youths and adults of this College District is their mutual aim and that the character of such education depends greatly upon the quality and morale of the College Administration, and

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

ARTICLE I. RECOGNITION

A. Full-Time Administrators: The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time administrative positions listed in Appendix A.

B. Part-Time Administrators: Pursuant to the provisions of the Michigan Employment

Relations Commission and the Representation Election conducted on April 20, 1982 with subsequent certification dated May 3, 1982, in MERC Case No. R77F-330, the following employees of Lansing Community College are now considered members of the parent bargaining unit in addition to those specified in the Master Agreement: "All regular part-time administrators being those who are ordinarily required to work a minimum of twenty (20) hours per week in that capacity at Lansing Community College. EXCLUDING all part-time administrative employees who occupy positions which have been in effect less than one year." Current part-time bargaining unit positions are listed in Appendix B.

- C. Titles of current bargaining unit members will not be changed solely for the purpose of excluding them from the bargaining unit.
- D. All members of the bargaining unit shall hereinafter be referred to as "Members."

ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS

Contract negotiations and grievance hearings conducted with staff member(s) designated by the Board of Trustees during regular working hours shall be considered as time worked for the purpose of this Agreement. Members engaged in these activities will not suffer loss of compensation, provided prior agreement is reached regarding these meetings.

ARTICLE III. ASSOCIATION RIGHTS

Except as expressly limited by the terms of this Agreement, the Association, on behalf of its members, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of the Public Acts of 1965 as amended and the Constitution of the State of Michigan and/or the United States, or other laws of Michigan.

ARTICLE IV. BOARD RIGHTS*

- A. The Association recognizes the Board's right to manage its affairs and direct its work force and, within the existing framework of the statutes of the State of Michigan and the Bylaws of the Lansing Community College Board of Trustees, to maintain the College efficiently, consistent with statutory and contractual obligations. Further, the Board has all the rights, powers, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Board. Among the rights and responsibilities belonging to the Board are the rights to decide the number and location of its facilities, and work to be performed, amount of supervision necessary and schedule of work.
- B. It is further recognized that the responsibility for the administration of the College, including the selection and direction of the working forces, the right to hire, suspend or

discharge, assign, promote or transfer, to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Board.

- C. The Board reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline, provided the same are not inconsistent with the provisions of this Agreement.
- D. The Board shall have all other rights and prerogatives subject only to the express restrictions on such rights, if any, as are provided in this Agreement.

*The rights of the Board as contained within this Section may be delegated to a properly designated representative.

ARTICLE V. PRIVILEGES AND RESPONSIBILITIES

A. Use of College Facilities

The Association may use rooms at the College for meetings, at no cost to the Association, provided that:

1. Approval is secured from the appropriate College official in advance of the meeting.
2. The Association shall have a minimum of one hour set aside during the Prep. Assessment, Records, Advising, Placement Days prior to the beginning of Fall Semester.

B. Use of College Equipment

The Association is authorized to use College equipment subject to college policy.

C. Association Notices

The Association shall have the right to post notices of its official activities and matters of Association concern, subject to college policy.

D. College Financial Information

The Board shall make available to the Association upon its written request, and within a reasonable time thereafter, such statistics and financial information related to Lansing Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that the Board is not required to compile information and statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

E. Board Agenda

The Association shall be entitled to appear on the Board agenda, provided a written notification, outlining the business to be discussed, is submitted to the President's Office eleven (11) days or more before a regularly scheduled Board meeting.

F. New Members

The Board will furnish the Association with the name, position title and department of all new bargaining unit members, including probationary, temporary and reclassified personnel, as they are appointed and approved by the Board.

VI. MEMBERSHIP

A. Agency Shop

Any member of the bargaining unit who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, join the Association and pay the dues uniformly required of its members or pay a service fee to the Association that is at most equal to the dues. The said service fee is herewith deemed to be the sum required to ensure that non-members pay their fair share of the financial support of the Association and the costs of providing services. Any bargaining unit member hired before the effective date of this agreement, who has opted to pay the equivalent of the service fee to the Lansing Community College Foundation rather than to the Association, may continue to do so.

B. Voluntary Check-Off

Any member of the bargaining unit may sign and deliver to the Board a written assignment authorizing deduction of Association dues or service fees to the Association in the amount established by the Association as permitted by state and federal law. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct equal designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

C. Involuntary Check-Off

In the event a bargaining unit member referred to in Article VI, paragraph B does not pay the required Association dues or service fees directly to the Association or through payroll deduction as in paragraph B of this Article or to the LCC Foundation as described in paragraph A, the Association President may authorize such payroll deduction for said member. The Association shall save the College harmless from

any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes under this article. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

ARTICLE VII. DECLARATION OF GOOD FAITH

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

- A. 1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an member from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the member's duties), any unlawful picketing or boycotts for any purpose whatsoever.
 2. The member, Association or a representative acting in their behalf agree that they will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. The member, Association or a representative acting in their behalf further agree that they will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.
- B. 1. The member, Association or a representative acting in their behalf will not support the action of any Association member taken in violation of this Article.

2. Violation of this Article by an Association member or a group of Association members will constitute just cause for discharge and/or the imposition of discipline or penalties.
3. The Board will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.

ARTICLE VIII. AGREEMENT SAVINGS

If any provisions of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

PART II - FULL TIME

ARTICLE IX. CONDITIONS OF EMPLOYMENT

A. Contracts

All administrative personnel will be hired by one-year contract, renewable on an annual basis.

B. Temporary Contracts

1. A temporary contract will be used to fill positions that are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a temporary contract is offered and the reason therefore.
2. A temporary contract shall be issued for a period of time not to exceed one year and shall expire on the date indicated. A contract may be renewed if the original conditions for the contract shall prevail.
3. In the event a contract is not renewed but the administrative member is rehired, he/she shall continue as a probationary administrative member for the normal probationary period less the time spent on the temporary contract.

C. Non-Renewal of Contract

The decision regarding non-renewal of an administrative contract rests with the Board of Trustees. When a contract is not renewed for reasons other than reductions in staff and discharge for cause, the decision will be conveyed in writing to the member not less than six (6) months prior to the employment contract termination date.

D. Probationary Period

All new employees shall serve a probationary period of two (2) years/from date of hire during which time they will be termed "probationary employees." The decision regarding nonrenewal of a probationary contract will be conveyed in writing to the employee no later than four (4) months prior to the employment contract termination date.

A third probationary year may be required at the discretion of the supervisor based on the employee's performance. If a third probationary year is required, the affected employee will be notified in writing no later than four (4) months prior to the termination date of his/her second probationary year.

A decision regarding the nonrenewal of a probationary contract will not be subject to the due process procedure contained within this Agreement.

E. Termination by the Member

A member may terminate his/her employment by giving written notification to the President of the College no later than 4 months prior to the employment termination date.

F. Job Descriptions

Job descriptions will be established for all L.C.C.A.A./M.F.T.&S.R.P. administrative positions. Each job description shall include:

1. The administrative title.
2. The duties and responsibilities of the position.
3. The title of the immediate supervisor's position.

G. Administrative Transfer

The following procedure provides for the transfer of administrative personnel to other functions or bargaining units without reduction of quality of service to the Institution, while providing adequate opportunity for the College to seek qualified replacements

1. A member may transfer to a teaching, library or counseling position at this Institution provided that his/her field of academic preparation and/or qualifications is consistent with the offered curriculum or programs and divisional standards for faculty employment.
2. In order to maintain a quality level of instruction, a member desiring such an option will be required to demonstrate proficiency by teaching, counseling or other service while carrying out his/her administrative functions.

3. Human Resources will evaluate previous years of experience. HR will give members with three or more years experience an appropriate title. The member who has not had at least three years' of previous teaching, library or counseling experience at Lansing Community College or other institutions will receive the title of Instructor and will be required to maintain three successive years of satisfactory evaluations as a full-time teacher, counselor or librarian after entering full-time faculty status, in order to be considered for a continuing contract with the Institution.
4. A member may apply for a transfer to another administrative position, when such a position is available, if he/she can demonstrate qualifications necessary to meet the requirements of the position.
5. Compensation for the new position will be determined by existing methods, except that the entire procedure must be reviewed and approved by the President of the College.
6. The conditions in this section should not be interpreted to preclude the possibility of dismissal for cause of members or the nonrenewal of their contracts. In cases of dismissal for cause, the individual shall be afforded the right to due process.

H. Administrative Vacancies

The Board retains the ultimate authority regarding the filling of all vacancies.

1. In the event that the Board creates a new administrative position or a vacant administrative position is to be filled through a competitive search process, the Human Resources Director will provide the President of the Association with a copy of the job posting at the time of advertisement.
2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not affect adversely a member's status in his/her present position.

I. Reductions in Staff

1. The Association recognizes the exclusive right of the Board of Trustees to determine monetary savings to be achieved by reduction in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made. The nonrenewal of an administrative probationary contract or a temporary contract will not be considered a reduction in staff and, therefore, the provisions of this section will not be applicable.
2. During a period of impending layoff, an effort will be made to accomplish staff

reduction through natural attrition (such as resignation or retirement) and consideration will also be given to requests for voluntary leaves of absence without pay.

3. Prior to any reduction in staff within L.C.C.A.A./M.F.T.&S.R.P. membership, due to insufficient funds or decreased enrollment, the L.C.C.A.A./M.F.T.&S.R.P. will be provided an opportunity to present to the President and the Board, the L.C.C.A.A./M.F.T.&S.R.P. recommendations regarding such reductions for the consideration of the Board prior to final Board decision.
4. Criteria to be considered prior to a staff reduction may include, but will not be limited to:
 - Institutional needs and program priorities
 - Budgetary restrictions
 - Enrollment trends
 - Length of service at Lansing Community College
 - Individual qualifications/evaluations
 - Affirmative action
 - Interdisciplinary adaptability
5. Those members affected shall be notified as soon as feasible prior to the effective date of the layoff that their positions are to be eliminated but in no event less than sixty(60) calendar days. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied. Affected members will be informed of other vacancies for which they may qualify and will be given an opportunity to interview and be considered for such vacancies. The Consolidated Omnibus Benefit Reconciliation Act (COBRA) currently entitles employees who are laid off to be offered continuation of health care and other fringe benefit coverage under conditions specified by law. Affected members are encouraged to contact Career Employment Services for assistance with the employment transition.

J. Evaluations/Staff Development Plan

1. All members shall participate in a staff development plan, as defined by the College. The staff development plan shall be a continuous process completed by each member and his/her immediate supervisor. This plan will be completed and reviewed with the employee by August 1 of each year.
2. Each member shall have the opportunity to read and discuss his/her plan with his/her supervisor prior to the inclusion of the employee's plan in his/her personnel file.
3. Both the supervisor and the member will sign the member's staff development

plan. Each member will have the right to submit an attached rebuttal to his/her (filed) plan.

K. Due Process

1. Members are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement. The Association recognizes that deficiencies in professional performances or other violations of expected conduct reflect adversely on the profession and create undesirable conditions.
2. Administrative personnel will not be reprimanded, disciplined or discharged without just cause.
3. Prior to invoking formal disciplinary action, an investigation of the events surrounding a complaint will be conducted. During this investigation, both parties will attempt to resolve the matter informally. Following this investigation and if the matter has not been resolved, a hearing will be held to determine if disciplinary action will be taken.

The member is entitled to have Association representation at this hearing if he/she desires. Participants at a hearing may include the Supervisor, the H.R. Director, the Employee and an Association Representative. If it is decided that disciplinary action will be invoked following this hearing, the member will be notified in writing of the extent of the disciplinary action and the specific reasons for taking such action.

4. The College supports the concept of progressive discipline and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. The steps of progressive discipline may include verbal warning, written warning, written reprimand, disciplinary time off, and or discharge. Immediate disciplinary time off or discharge will not occur unless, in the opinion of the College, the misconduct is egregious.
5. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the affected employee. With the exception of verbal warnings, written notification of disciplinary action will be provided to the affected employee.
6. Written rebuttals may be submitted by the affected member regarding the pending charges and will become part of the personnel file.

Notwithstanding other provisions contained within this Agreement, protests of disciplinary action or discharge must be filed in writing within five working days after the action was taken. Failure to abide by these time limits shall be construed as a waiver of the

employee's right and the matter will be considered closed. Grievances protesting disciplinary action shall be initiated at Level One.

ARTICLE X. MEMBER BENEFITS

A. Holidays

1. The following shall be considered as paid holidays for the purposes of this Agreement:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. The Day Following Thanksgiving Day
 - h. Christmas Day
 - i. Two (2) additional holidays, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.
2. Members on unpaid leave the work day prior to or the work day immediately after the holiday will not be paid for the holiday.
3. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.

B. Paid Vacations

1. Administrative contracts will be issued on a fiscal year basis for fifty-two (52) weeks, including twenty-five (25) days of paid vacation. Vacation day allowances for employment periods of less than one (1) full fiscal year will be prorated on the basis of the time actually worked.
2. All requests for vacation must be made in writing on an Absence Report Form to the immediate supervisor. Said request must be made as far in advance as possible. A copy of the Absence Report Form shall be sent to the Human Resources Department as soon as the supervisor approves it. Unless notified to the contrary, the Human Resources Department will assume that all vacation requested and approved has been taken.
3. A maximum of twenty-five (25) earned vacation days may be carried forward from one fiscal year to the next. Exceptions may be requested through the Human

Resources Department.

4. If an employee is laid off, terminated or retires, he/she shall be paid for any unused vacation days, including those earned in the current fiscal year. All payments for vacation days not used shall be based on the current rate of pay.
5. Vacation credit for new employees shall accrue from the date of employment and shall be prorated from July 1 based on the date of hire. An employee 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.
6. Periodic notification of accumulated vacation days shall be provided by the Board to each member.

C. Leaves of Absence

1. Leaves of Absence With Pay

a. General Provisions

- (1) All requests for leaves of absence with pay shall be submitted to and approved by the member's immediate supervisor.
- (2) Members shall not accrue or earn sick leave days or vacation days while on an approved leave of absence with pay. Insurance benefits shall continue for the duration of the leave.
- (3) Accrued but unused sick leave days and vacation days will be reinstated upon the member's return to work.
- (4) Any member may contact the Human Resources Department for his/her current leave balances.

b. Personal Leave

Eligible full-time employees will be granted the following personal leave days per year upon the approved authorization of their supervisor.

- | | |
|----|--------|
| a. | 5 days |
| b. | 5 days |
| c. | 5 days |
| d. | 5 days |

Personal leave may be taken in as little as one-hour increments. Unused personal leave days will not be carried over from one year to the next.

c. Sick Leave

- (1) Twelve (12) sick leave days will be granted to each member on July 1 of each year. Sick leave days are earned at the rate of one day per each month of employment and shall accumulate up to a maximum of 150 days. Members who have accumulated 150 or more days as of June 30, 1985 shall not accumulate additional sick leave days until such time as their sick leave balance is reduced below 150 days. Thereafter they may again accumulate sick leave days until they reach the maximum accumulation of 150 days.
- (2) Members who commence work with the College will be granted one (1) sick leave day for each remaining month from the date of employment through the following June 30. A member beginning work on or before the 15th of any month will be credited with a sick day for that month. If work is begun on or after the 16th of the month, no credit will be given for that month.
- (3) Members will be notified of the number of sick leave days accumulated on an annual basis.
- (4) Absence necessitated by an illness or injury resulting from the performance of services for the College and covered by the provisions of the Worker's Compensation Act, will not be chargeable to an employee's sick leave.
- (5) In cases where an member frequently claims personal illness or when his/her ability to perform assigned duties appears to be impaired, the Board may require a medical or psychological statement certifying that the employee is capable of performing his/her assigned duties. When such a medical or psychological statement is required, the physician or psychologist will be selected and paid by the Board.
- (6) The maximum number of sick leave days that may be used at any one time is the number of days necessary to carry the member through the ninety (90) calendar day qualification period for long term disability insurance.
- (7) Sick leave days shall be used only for the following purposes:
 - (a) the member's illness, accident or hospitalization or;
 - (b) illness in the member's immediate family (up to two days per year).

For purposes of this subsection, the member's immediate family is defined as current spouse, mother, father, son, daughter, brother,

sister, grandmother and grandfather. Special circumstances may warrant deviation from this subsection.

d. Jury Duty

A member who is called to and reports for jury duty shall be paid by the College for each day partially or wholly spent in performing jury duty, if the member otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between (i) the member's regular rate of pay, and (ii) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). The College's obligation to pay a member for performance of jury duty is limited to the duration of one trial in any calendar year. In order to receive payment for jury duty service, an employee must give his/her supervisor and the Human Resources Department prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on days for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty or an employee with less than one year's service at Lansing Community College.

e. Bereavement and Critical Family Illness Leave

- (1) Bereavement. When a death occurs in the member's immediate family, the member, upon request, will be excused for a maximum of five (5) working days following the date of death.
- (2) Critical family illness. A member, upon request, may be excused for a maximum of five (5) days if his/her presence is required in the event of critical illness occurring to a member of the immediate family.
- (3) Special circumstances may warrant deviation in granting bereavement/critical family illness leave as mentioned above. These deviations are subject to the approval of the Divisional Dean and the Human Resources Director. Whenever possible, requests for deviation will be made prior to the commencement of the leave.
- (4) Immediate family. For purposes of this subsection, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent and grandchild.

f. Professional Development Leave

A member shall be eligible for a Professional Development Leave upon completion of six (6) continuous years of service at Lansing Community College. The purpose of such a leave is the enhancement of the member's personal competence through study, research, writing, or other professional pursuits.

- (1) Applications for Professional Development Leave shall be submitted to the Human Resources Department on the "Professional Development Leave Application Form" at least ninety (90) days prior to commencement of the leave. A copy of the application form will be forwarded to the President.
- (2) An outlined program plan for the period of leave requested shall be presented with the application for Professional Development Leave. This plan shall include details for either study in an accredited college or university or a problem or project in research to be pursued independently by the applicant, provided that such a problem or project is related to his/her professional position.
- (3) All applications for Professional Development Leave shall be reviewed by a committee consisting of the applicant's cabinet level administrator, Provost, Human Resource Director, and President of L.C.C.A.A./M.F.T.&S.R.P. or their designees. This committee will review the request and make a recommendation for or against granting the leave, citing the reasons. The committee's recommendation will be forwarded to the President for review and recommendation for or against granting the leave, citing the reasons. The President will forward his/her recommendation to the Board of Trustees for action. In determining who shall be recommended for Professional Development Leave, the committee and the President shall consider, among other factors, the following:
 - (a) The comparative merit of the application and the value of the leave to the College.
 - (b) Contributions of the applicant to the College.
 - (c) Enhancement of the applicant's competence through the stated purposes of the leave.
 - (d) Length of service of the applicant.
 - (e) The current number of administrators on Professional Development Leave.

- (4) The Professional Development Leave shall be no longer than a period of one year. Compensation for the Professional Development Leave will be dependent upon the total extent of the leave, in accordance with the following schedule:

<u>Total Extent of Leave</u>	<u>Compensation</u>
0 through 4 months	Full salary
More than 4 months through 8 months	Two-thirds salary
More than 8 months through 12 months	One-half salary

Full year Professional Development Leaves will start July 1; less than full year Professional Development Leaves may start at any time after July 1, but must be completed by June 30.

- (5) A member who is granted a Professional Development Leave will sign an agreement to return to the College for a period of one year or to repay the College the full amount of any compensation received while on leave, including salary and cost of employee benefits.
- (6) A member who is granted a Professional Development Leave shall agree to file a detailed written report to be submitted to and discussed with his/her Divisional Dean upon return from the Professional Development Leave.
- (7) A member on Professional Development Leave shall continue to receive all employee benefits as though the employee were on his/her regular assignment except as provided below in paragraph number 8 and shall receive all improvements to compensation granted other members during his/her Professional Development Leave period.
- (8) A member on Professional Development Leave shall not accrue or earn sick leave days or vacation days.
- (9) No Professional Development Leave shall be granted for taking employment for pecuniary advantage elsewhere. Scholarships and fellowships in approved colleges and universities or grants that do not interfere with the program of professional improvement

are excepted.

2. Leaves of Absence Without Pay: Leaves of Absence without pay are subject to the Family Medical Leave Act as described in Appendix C.

a. General Provisions

- (1) Except as specifically provided for in any of the following provisions, no payments of any kind will be made by the College to or for a member on any leave of absence without pay.
- (2) Members shall not accrue sick or vacation days while on unpaid leave, nor shall insurance benefits be provided except where specified by the Family Medical Leave Act, see Appendix C. Unless prohibited by the insurance carrier, the Board shall allow a member on a leave of absence without pay to continue his/her insurance benefits through the Board's insurance plans, provided the member is responsible for all premium payments.
- (3) All requests for leaves of absence without pay shall be made in writing and shall be submitted initially to the member's immediate supervisor. They shall be subject to the approval of the member's Cabinet level administrator, the Human Resources Director, and the President of the College.
- (4) Members wishing to return to work prior to the termination of their leave must first secure the approval of their Cabinet level administrator, the Human Resources Director, and the President of the College.
- (5) If a member overstays a leave of absence without providing a reasonable explanation to his/her supervisor within three (3) working days of the termination of the leave, he/she shall be terminated from employment.
- (6) For the life of this agreement, the days between Christmas Day and New Year's Day will be considered as unpaid leave days.

b. Military Leave

- (1) Extended Military Leave. A member who enlists in or is conscripted into the United States Military Service may be granted a leave of absence without pay in conformance with conditions established by state and federal law.
- (2) Annual Training Leave. Upon prior written request, a bargaining

unit member who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training period may be granted a leave of absence without pay for the duration of the training period.

- (3) Emergency Duty Leave. A bargaining unit member who is a member of the National Guard or organized Reserves of a United State Military Service and who is ordered to emergency duty or other government declared disaster because of riot, flood, or other disaster may be granted a leave of absence for the duration of that emergency duty.

c. Child Bearing or Adoption Leave

- (1) An unpaid leave for child bearing or adoption purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made in writing to the Human Resources Director at least ninety (90) days prior to the expected birth or adoption of the child.
- (2) A member returning from a leave of absence granted for a period of no longer than ninety (90) calendar days shall be returned to his/her former position.

d. Professional Leave of Absence

An unpaid leave of absence of up to one year may be granted to a member upon application for the purpose of advanced study, work experience in his/her field or in other areas. The Board may extend such leave beyond the one year limit if it so desires. Requests for such leave shall be made no later than ninety (90) days prior to the commencing day of the leave. For leaves of absence less than one year, benefits will be prorated based on time worked. No leave time will be deducted.

e. Political Leave

An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office. Forty-five (45) days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

D. Other Employee Benefits

The amount and nature of benefits shall be governed by the terms of the group

insurance policy and the rules and regulations of the carrier. Benefits for new members will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular full-time basis. Benefits for members who voluntarily terminate their employment will cease following their last day of employment.

1. Health Care

- a. Members will have the option of selecting Community Blue Health Plan and Physician's Health Plan through November 1, 2002.
- b. Members will contribute 5% of the premium of the specific coverage and specific plan if selecting a health plan. (See chart, below)

Member 2000-2001 Premium Co-Pay Rates

	PHP	Community Blue
Single	\$13.18	\$11.40
Two Person	\$27.49	\$23.24
Family	\$30.92	\$27.92

- c. In any subsequent year, members will continue to pay 5% of the premium cost provided that the increase does not exceed 8%. Any increase between 8% and 12%, the College and members will equally share the increase between 8% and 12%. Any increase above 12%, the College will be responsible for 75% and the member will be responsible for 25% of the increase over 12%.
- d. Members selecting a cash payment in lieu of health insurance shall receive \$120 per month. This amount could be more if the number of members selecting this option increases according to the attached chart. This amount will be calculated annually upon completion of open enrollment. Eligible employees may opt for this plan during the open enrollment period. Once elected, employees will only be permitted to opt back into the College sponsored hospitalization plan during the open enrollment period and in the event of changes in family status or other special circumstances. Proof of other related insurance at the time of selection will be provided to the College.

Amount

**Additional Number
Needed**

\$125	13
\$130	15
\$135	17
\$140	18
\$145	20
\$150	22
\$155	24
\$160	26
\$165	28
\$170	30
\$175	32
\$180	35
\$185	37
\$190	39
\$195	42
\$200	45
\$205	47
\$210	50
\$215	53

- e. The joint labor/management Health Care Task Force will continue to review the current health care plans and recommend any future changes.

The College and Association agree to reopen negotiations on Article VIII. D. no later than July 1, 2002 for the purposes of considering the Health Care Task Force medical benefits recommendations and negotiating the level of medical benefits.

- f. New employees, who are members, will, within an initial 30 day period, elect one of the options described above. Whichever option the member chooses shall remain in effect for the duration of the plan year unless the College otherwise agrees to permit the member to change coverage at other times.

- 2. Dental - The College will provide at no cost to full-time members a dental insurance plan with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year. The Board of Trustees reserves the right to name the dental insurance carrier. The Administrative Association will have the opportunity to review the dental plans under consideration by the College and may submit additional information regarding the selection of a new carrier.

3. Vision Care Program - The College will provide full-time bargaining unit members with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1991, No. 809-0014, to be bid out competitively. The schedule of benefits is available in the Human Resources Department. The Board of Trustees reserves the right to name the provider.
4. Life Insurance - \$50,000 plus accidental death and dismemberment.
5. Long Term Disability – The College shall maintain a long term disability (LTD) policy for all eligible full-time bargaining unit members which provides 66 2/3% of the monthly salary (annual salary divided by 12 months) following 90 consecutive calendar days up to a \$4,000 monthly maximum, for the period of time specified in the policy. These benefits will be reduced by payments from federal social security, Michigan Public School Employees Retirement Fund, the Optional Retirement Plan and from worker's compensation benefits for the period specified in the policy. Full-time bargaining unit members become eligible for LTD coverage effective the first day of the month following the date of hire.

Bargaining unit members may draw days from their personal accumulation of sick leave days until they become eligible for long term disability insurance [maximum of ninety (90) consecutive calendar days].

LTD benefits will be limited to twenty-four (24) months for those bargaining unit members who are disabled due to a nervous or mental condition, or for substance abuse. For employment purposes, if the bargaining unit member's disability continues for a period of two (2) or more years, the bargaining unit member will be terminated from employment after the twenty-fourth month.

The College shall pay its portion of the monthly health insurance premium for twelve months, which will be concurrent with any available Family Medical Leave Act benefits, from the date of the bargaining unit member becoming eligible for LTD. This payment will not be made for bargaining unit members who are not enrolled in a health insurance program through the College on the date of disability. Bargaining unit members shall continue to be responsible for their monthly premium contribution. The LTD benefit is governed by the provisions of the written policy, a copy of which is available in the College-wide Human Resources Office.

6. Tax Sheltered Annuities - Members have the option to contribute to a tax sheltered annuities plan. The Business Office maintains a list of approved providers.
7. College Travel - Members will be reimbursed for travel authorized by an approved travel request according to college policy.

8. Retirement - Retirement of members will be handled in accordance with the regulations established by MPSERS and in conformance with the appropriate State and Federal laws.

Effective April 1, 1999, full-time bargaining unit members shall have the option of participating with the Michigan Public School Employees Retirement System (MPSERS) or the Optional Retirement Plan (ORP). The election to participate in the ORP must be made within ninety (90) days from the date of hire and shall be an irrevocable choice. (See Appendix D.)

9. Parking

Members will abide by college parking policies.

- a. With the exception of debit card parking lots, the Board will strive to provide adequate parking at no cost for the surface lots. A reasonable fee, as determined by the College, may be charged for parking in parking facilities.
- b. The Board may require parking cards, decals or other methods of control for each member car and will furnish parking cards, decals or other methods of control at Board expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
- c. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all members who have access to the facility, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the members of the change and when that change will occur.
- d. The Association and the College agree to explore the resolution of parking issues such as space availability, fees and location using the model of the Health Care task force.

10. Admission to Lansing Community College Courses

- a. Members will be granted tuition scholarships for Lansing Community College courses they desire, so long as there is no conflict with their own assignments. It is recognized that enrollment may be limited by such factors as facilities and equipment limitations and current safety standards.
- b. Dependents, as defined by the Federal Internal Revenue Service for income tax purposes, of members of Lansing Community College will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that enrollment may be limited by such

factors as facilities and equipment limitations and current safety standards.

ARTICLE XII. GRIEVANCE PROCEDURE

A. Definition. Definition . Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement and/or the Board's Personnel Policies.
2. An "aggrieved bargaining unit member" is the member (or members) who is directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Association grievances will commence in writing at Level Two.

B. Purpose. Purpose. Purpose

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

C. Procedure . Procedure . Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken by the bargaining unit member or the Association representative (unless designated otherwise) within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. The aggrieved party shall, at all levels of the procedure, have the right to Association counsel provided that two (2) days advance notice is given to the Human Resources Department. No advance notice will be required for local Association representation. A supply of the grievance forms shall be on file with the Director of Human Resources and the Association.

1. Level One (Grievance can be settled at Level One without setting a precedent in future cases.)

- a. A bargaining unit member may, within fifteen (15) working days of the event giving rise to the grievance, orally discuss the matter with his/her appropriate director or supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he/she wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to his/her appropriate director or supervisor within fifteen (15) working days of the event giving rise to the grievance.
- b. Three (3) copies of this written grievance shall be prepared by the bargaining unit member, and he/she shall send one (1) copy to each of the following: Michigan Federation of Teachers and School Related Personnel, appropriate director or supervisor, and the Director of Human Resources.
- c. Within ten (10) working days of the filing date, the aggrieved member or the Association representative will arrange to meet with his/her respective supervisor in an effort to resolve the issue. A written answer shall be given within ten (10) working days after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the parties as in "b" above.

2. Level Two.

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a letter shall be delivered within ten (10) working days thereafter by the member to the Director of Human Resources, stating his/her desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within ten (10) working days of the receipt of such grievance, the aggrieved employee or the Association representative will arrange to meet with the Director of Human Resources or his/her designee to discuss the issues. The aggrieved may be present and shall be present at the request of either the Director of Human Resources or the Association President. A written answer shall be given within ten (10) working days from the date of the Level Two meeting.
- c. Matters involving Association grievances will be discussed with the appropriate administrative official within fifteen (15) working days from the event giving rise to the grievance with the objective of

resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to further pursue the matter, it may then be reduced to the form of a written grievance. Written Association grievances commencing at this level shall be filed within ten (10) working days following the meeting with the appropriate administrative official. The time limits for the scheduled hearing and the written response will be the same as those specified for employee grievances. Copies of the answer shall be sent to the parties as in C.1.b. above.

3. Level Three. Level Three . Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be delivered within ten (10) working days thereafter by the bargaining unit member to the President of the College, stating his/her desire to pursue the grievance to Level Three. At this level, the grievance or letter must be co-signed by the aggrieved and the Association President.
- b. Within ten (10) working days of receipt of such grievance, the aggrieved member or the Association representative will arrange to meet with the President of the College or his/her designee to discuss the issues. The aggrieved may be present and shall be present at the request of either the President of the College or the Association. A written answer shall be given within ten (10) working days from the date of the Level Three meeting. Copies of the answer shall be sent to the parties as in C.1.b. above.

4. Level Four. Level Four. Level Four

- a. If the decision of the President of the College or his/her designee is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within thirty (30) working days after receipt of the President's decision. An arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- b. The power of the arbitrator shall be limited to the interpretation or application of this Agreement, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
- c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

d. The parties shall be responsible for the payment of witnesses called to testify in their behalf.

5. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement; said agreement shall be in writing with copies submitted to both parties.

D. Grievance Hearings. Grievance Hearings. Grievance Hearings

Grievance hearings will be scheduled so as not to conflict with the bargaining unit member's regularly assigned duties. Any bargaining unit member officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

ARTICLE XIII. COMPENSATION

A. Salary Schedules

Bargaining unit members shall be compensated in accordance with the appropriate step of the appropriate level of the salary schedules in Appendix E.

B. Placement on the Salary Schedule

Current bargaining unit members' initial placement on the salary schedule shall be in accordance with their full-time employment at the College (1 year = 1 step) plus one step for each full time equated year of experience both outside of and within LCC (part-time) up to a maximum of six years, (1 FTE year = 1 step). The College if necessary can waive the 6-year maximum.

C. Advancement on the Salary Schedule

1. Effective July 1, 2002, bargaining unit members shall advance one step on the salary schedule annually on July 1.
2. Beginning March 1 of 2001, new bargaining unit members hired on or after March 1 and before July 1 of any year will remain at their current salary step until July 1 following their one-year anniversary date.

D. Implementation of the Wage and Classification Study

1. Above the Appropriate Salary Schedule Step

- a. Effective July 1, 2000, a bargaining unit member whose salary is above the

appropriate step in the 2000-2001 salary schedule shall receive a one percent (1%) increase in her/his 1999-2000 salary.

- b. Effective July 1, 2001, a bargaining unit member whose salary is above the appropriate step in the 2001-2002 salary schedule shall receive a one percent (1%) increase in her/his 2000-2001 salary.
- c. Effective July 1, 2002, a bargaining unit member whose salary is above the appropriate step in the 2002-2003 salary schedule shall receive a half percent (.5%) increase in her/his 2001-2002 salary.
- d. Effective July 1, 2003, a bargaining unit member whose salary is above the appropriate step in the 2003-2004 salary schedule shall receive a zero percent (0%) increase in her/his 2003-2004 salary unless the bargaining unit member is eligible for a longevity increase as set forth in F. 2. below.

2. Below the Appropriate Step:

- a. Bargaining unit members whose salaries are below the appropriate step salary in any year of the Agreement, shall receive salary increases equal to the step increase plus a fraction of the difference between their current salary and the schedule salary as stated below:

- 1) The 1999-2000 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2000-2001 salary schedule and the appropriate step on the Initial Salary Schedule plus one-quarter (1/4) of the difference between the appropriate step on the 2000-2001 salary schedule and the 1999-2000 salary.
- 2) The 2000-2001 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2001-2002 salary schedule and the appropriate step on the 2000-2001 salary schedule plus one-third (1/3) of the difference between the appropriate step on the 2001-2002 salary schedule and the 2000-2001 salary.
- 3) The 2001-2002 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2002-2003 salary schedule and the appropriate step on the 2001-2002 salary schedule plus two-fifths (2/5) of the difference between the appropriate step on the 2002-2003 salary schedule and the 2001-2002 salary.
- 4) The 2002-2003 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2003-2004 salary schedule and the appropriate step on the 2002-2003 salary schedule.

- b. Bargaining unit members whose salaries are \$700 or less below the appropriate

step in any given year after the adjustment in section a above shall be advanced to the appropriate step on the salary schedule for that year.

E. Hiring Range

For each year of the Agreement, new bargaining unit members will be hired and placed on the salary schedule as follows: one step for each full time equated year of experience both outside of and within LCC (part-time) up to a maximum of six years, (1 FTE year = 1 step). The College, if necessary, can waive the 6-year maximum.

F. Longevity

1. Effective July 1, 2003, bargaining unit members who have been at step 15 for the life of the Agreement shall receive a 2003-2004 salary equal to step 15 of the 2003-2004 salary schedule plus a longevity increase of \$500 added to base.
2. Bargaining unit members whose salaries are above step 15 and who have been at step 15 for the life of the Agreement shall receive a 2003-2004 salary equal to their 2002-2003 salary plus a longevity increase of \$500 added to base.

G. Degree Recognition--Full-time Members

Full-time members who, after the effective date of this agreement, obtain a related academic degree beyond what is specified in the band and level classification of their position and subject to the approval of the immediate supervisor/chairperson, the Cabinet-level administrator and the Human Resources Director, will receive a one-time payment not added to base of \$1000 (one thousand dollars) following the submission of an official transcript from a regionally accredited institution.

H. Incentive Pay

The Association and the board agree to explore the possibility of incentive and commission pay for administrators. We will seek various business models that recognize and reward team involvement for their success. These models will be explored with an understanding that they may be brought to the table for negotiations anytime during the life of the new contract by mutual agreement of both parties.

PART II PART-TIME MEMBERS

ARTICLE IX. CONDITIONS OF EMPLOYMENT

A. Job Assignments

Decisions regarding a part-time member's assignments, including number of hours regularly assigned, will be made by the member's immediate supervisor, following a discussion of such hours with the member. All part-time members will complete time sheets verifying the actual hours worked.

B. Job Descriptions

The member's immediate supervisor subject to the approval of the Divisional Dean Cabinet-level administrator or designee shall establish part-time administrative job descriptions. Each job description shall include:

1. The administrative title.
2. The duties and responsibilities of the position.
3. The title of the immediate supervisor's position.

C. Application for Full-time Administrative Vacancies

The Human Resources Department shall remain aware of the interests of the part-time members with regard to securing a full-time position. In the event a part-time administrative position is changed to a full-time position, the incumbent member may apply for that full-time position, as well as any other full-time position that may become available.

D. Voluntary Termination

Part-time members who voluntarily terminate employment with the College will notify their immediate supervisor and the Human Resources Department in writing as soon as possible and not later than twenty (20) calendar days prior to the termination date.

E. Involuntary Termination

In the event that the College elects to terminate the employment of a part-time member for any reason other than a reduction in staff or a discharge for cause, the College will provide written notice as soon as possible and not less than twenty (20) calendar days prior to the termination date.

F. Absence Without Notification

A member who is absent from work for three (3) consecutive scheduled workdays without notifying his/her immediate supervisor will be considered to have voluntarily resigned his/her employment with the College.

G. Grievance Procedure

The provisions contained in Article VII. "Grievance Procedure" Sections A., B. and C. will apply to part-time members. Time spent in personal grievance hearings will not be considered as time worked.

H. Job Performance

Evaluations of job performance resulting in less than satisfactory ratings for a part-time member will result in placing the part-time member on probationary status. The part-time member will be informed that failure to improve the unsatisfactory ratings, within a predetermined time period, will result in disciplinary action up to and including discharge from employment.

I. Reduction In Staff

Paragraphs 1 through 4 of Article X. Section I, "Reduction in Staff" will apply to part-time members. Paragraph 5 will not apply. Substitute paragraph #5 as follows:

Part-time members affected by reductions in staff shall be notified as soon as possible, but in no event less than 14 calendar days prior to the effective date of the layoff, that their positions are to be eliminated. They will be informed of other vacancies for which they may qualify and will be given an opportunity to interview for such vacancies.

J. Due Process

1. Reprimands, disciplinary layoffs and/or discharges of administrative personnel will not be issued in an arbitrary manner.
2. Part-time members are expected to comply with reasonable rules, regulations and policies as adopted by the College. Failure to comply with these rules, regulations and policies may result in disciplinary action up to and including discharge.
3. Performance evaluations resulting in less than satisfactory ratings for a part-time member will result in placing the part-time member on probationary status. The part-time member will be informed that failure to improve the unsatisfactory ratings, within a predetermined time period, will result in disciplinary action up to and including discharge from employment.

4. The College supports the concept of progressive discipline and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. This concept of progressive discipline will be adhered to and may include the progression of warnings (written or verbal), reprimands of disciplinary time off prior to discharge when the misconduct is not so aggravated, in the opinion of the College, as to call for immediate disciplinary time off or discharge.
5. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the affected employee.
6. When disciplinary action is intended, the affected employee shall have the right to request internal representation regarding the action being taken.
7. Written rebuttals may be submitted by the affected employee regarding the pending charges and will become part of the record.
8. Notwithstanding other provisions contained within this Agreement, protests of disciplinary action or discharge must be filed in writing within three (3) working days after the action was taken. Failure to abide by these time limits shall be construed as a waiver of the employee's right and the matter will be considered closed. Grievances protesting disciplinary action shall be initiated at Level One.

ARTICLE X. MEMBER BENEFITS

A. Parking

The provisions of Article X. of the Master Agreement, Section D.9. titled "Parking" will apply to part-time administrative members.

B. College Travel

The provisions of Article X. of the Master Agreement, Section D.7, titled "College Travel" will apply to part-time members.

C. Hospitalization

Part-time members, who are assigned and work an average of 20 or more hours per week for the preceding four (4) weeks prior to the open enrollment period, may participate in the College's administrative Physician's Health Plan (PHP) or Community Blues hospitalization plan provided they pay the regular monthly premium for such coverage. Such premiums shall be paid through the payroll deduction process. Eligible part-time members may select a pre-tax

contribution, if so desired. If, following the enrollment period, the regularly assigned hours are reduced to less than 20 hours per week, the hospitalization coverage will continue up to the next enrollment period provided the member remains on the active payroll and continues to pay the premium for such coverage. Reenrollment, following the reduction of hours below 20 per week, will be dependent upon the member meeting the qualifications set forth above (4 weeks).

New members may also qualify upon the completion of their first 4 weeks of working an average of 20 hours or more per week. If the eligible part-time member does not opt to participate in either of the College's hospitalization plans (PHP or HC) at this time, they shall be required to wait until the next open enrollment period.

D. Paid Time Off

Paid time off will be granted to part time members as follows:

2000 – 2001	51 hrs
2001 – 2002	54 hrs
2002 – 2003	57 hrs
2003 – 2004	60 hrs

Paid time off may be used as sick leave, bereavement leave, holiday leave, personal leave, critical family illness leave, family care leave and vacation leave and shall not exceed 72 hrs.

Members beginning work on or before the 15th of the month will receive credit for that month and paid time off will be prorated in compliance with the total annual leave.

E. Holidays

For the purpose of this Agreement, part-time members may be eligible for eight (8) holidays per year:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day, Independence Day
- d. Labor Day
- e. Christmas Eve day
- f. Christmas Day
- g. New Year's Eve Day

To be eligible for holiday pay, a member must be actively employed as a part-time member. The part-time member would have to be scheduled to work on

the day of the week on which the holiday is observed. Eligible members will be paid for the number of hours that they would normally be scheduled to work, not to exceed eight (8) hours, at their regular hourly rate.

F. Tax Sheltered Annuities (TSA)

Part-time members may contribute a portion of their earnings through the payroll deduction process to an approved TSA company. A list of approved companies is maintained by the Lansing Community College Business Office (483-1722).

G. Tuition Scholarships

Part-time members and their eligible dependents will be granted Lansing Community College tuition scholarships during the semester(s) in which the member is employed, (they must be employed and work as a part-time member as of the first week of the semester and during the remainder of the semester during which the classes are taken) so long as there is no conflict with their regular work assignment.

Tuition scholarships will be limited to two (2) courses or twelve (12) credit hours, whichever is greater, per family per semester. Eligible dependents are defined as current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, of part-time members (including biological children and legally adopted children who are dependents of one of the parents)

If a part-time member anticipates utilizing the tuition scholarship for their eligible dependents, the names of any dependents, along with the member's last IRS 1040 form indicating dependent status, will be submitted to the Human Resources Department.

ARTICLE X. COMPENSATION AND DEGREE RECOGNITION

A. Compensation

The hourly wage rate adjustment for part-time members for fiscal years 2000 – 2001, 2001 – 2002, 2002 – 2003, and 2003 - 2004 will be increased by the 3% each year.

B. Degree Recognition--Part-time Members

Part-time members who obtain a related academic degree after the effective date of this contract, and subject to the approval of the immediate supervisor or chairperson, the cabinet-level administrator and the Human Resources Director, will have their hourly rates of pay adjusted following the submission of an official transcript from a regionally accredited institution. Hourly rates of pay will be adjusted in accordance with the following schedule and will be effective following

the date of approval.

<u>Degree Attained</u>	<u>Hourly Rate Adjustment</u>
Bachelor's degree or equivalent (including a second Bachelor's)	Increase of \$.50/hour
Master's degree or equivalent (including a second Master's)	Increase of \$.75/hour
Doctorate degree or equivalent (including a second Doctorate)	Increase of \$1.00/hour

PART IV – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2000 and shall continue in effect until midnight, June 30, 2004. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations shall begin no later than sixty (60) days prior to the contract expiration date.

Tentative Agreement - November 2, 2000

For the Board of Trustees:

For the Association:

Gary VanKempen, HR Director/Date

John Dale Smith, President/Date

Liz Duhn, MFT&SRP Representative
Date

Appendix A: Full-Time Bargaining Unit Positions

Assistant Dir Financial Aid	FA9880	Computer Lab Coordinator	TA9986
Director Financial Services	FA9979	Account Manager	TA9992
Director Budget & Operations	FA9890	Manager, Service Delivery	FA9882
Director of the Star Institute	TA9977	Coord, Limited English Prof	TA9971
Co-Chair Tech Car	TA9965	Senior Account Exec	TA9953
Database Administrator	FA9899	Project Coord/Tech Prep.	TA9976
Coordinator Telelearning Servs	FA9902	Dir Communications	FA9903
Assist Coord Language Skills	TA9989	Director Physical Fit & Well	FA9969
Coord Accounting & Payroll	FA9908	Dir Library Information Svcs	FA9912
Learning Services Executive	FA9943	Assistant Dir Financial Aid	FA9913
TRIO Director	TA9994	Computer Applications Cnsltnt	FA9915
Director of Instruction	FA9916	Director of Media Services	FA9876
Coord Empl Pmnt Svcs/CEAC	TA9985	Dir Career & Empl Dev Svcs	FA9921
Director Comm & Prof Educ Ctr	FA9925	Dir Business & Industry Cntr	FA9929
Dir Financial Aid/Vet Svcs	FA9928	Coordinator Counseling	TA9973
Tutorial Service Coord	TA9980	Director of Instruction	FA9934
Coordinator Police Academy	FA9935	Program Director-Nursing	TA9963
Senior Tech Support Specialist	FA9937	Coordinator Student Employment	FA9938
Dir Publications & Ad Services	FA9942	Coordinator/Manager-Grade C	TA9962
Coordinator Special Projects	FA9945	Finance Director BCI	FS9907
Coordinator, Locked Storage	TA9966	Account Manager/BIC	TA9968
Coord Humanities & Perf Arts	FA9984	Director Purchasing	FA9995
Program Director Allied Health	FA9975	Coordinator Counseling	TA9975
Account Exec Customer Svcs Team	TA9958	Assistant Dir Financial Aid	FA9993
Coor Phys Ed, Fit & Wellness	FA9972	Coord Community Educ & Svcs	TA9972
Learning Services Coordinator	TA9955	Dir Network Operations & Comm	FA9991
Professional Educ Prog Coord	TA9990	Director of Instruction	FA9990
Director Small Bus Dev Center	TA9983	Co-Chair Tech Car	TA9964
Dir Community Educ & Services	FA9896	Director Business Services	FA9986
Chair Mathematical Skills	FA9963	Chair Business Careers	FA9957
Chair Humanities & Perf Arts	FA9962	Registrar	FA9992
Director Student Life	FA9960	Training Grant Coordinator	TA9996
Director Entry Services	FA9959	Coord Instructional Services	FA9954
Chair Human Hlth & Public Serv	FA9996	Database Administrator	FS9779
Coord Assessment	TA9979	Learning Services Executive	FA9868
Coordinator Multicultural Center	FA9871	Work First Director	TA9961

Appendix B: Part-Time Bargaining Unit Positions

PA9997	Administrator-TECH	PA9993	Administrator-Women's Res Ctr
PA9984	Administrator-HHPS	PA9893	Administrator-Careers Div.
PA9969	Administrator-Social Science	PA9911	Administrator-MHAEC Grant
PA9956	Administrator-PFW	PA9982	Administrator-Counsel/Adv
PA9952	Administrator-PFW	PA9945	Administrator-BUSN
PA9933	Administrator-Tutorial Services	PA9928	Administrator-Women's Resource Center
PA9925	Administrator-HHPS	PA9921	Administrator-Special Populations
PA9916	Administrator-Tutorial Services	PA9918	Administrator-Customer Service
PA9886	Administrator-Science	PA9983	Administrator-Sci/MCS
PA9996	Administrator-LSD		

**APPENDIX C.
FAMILY AND MEDICAL LEAVE ACT REGULATIONS**

These regulations are promulgated in accordance with the college's Board Policy regarding its commitment to comply with the Family and Medical Leave Act of 1993 (FMLA), and any terms used herein will be as defined in the Act. To the extent that any provision is in violation of the Act, the language of the Act will prevail. The FMLA provisions do not impair any rights granted under any provisions of the collective bargaining agreement between the parties.

1. **Eligibility.** A bargaining unit member is eligible, effective February 5, 1994, for a FMLA leave if he/she has been employed by the College for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences, whichever comes first.
2. **Purpose.** An eligible bargaining unit member (hereinafter referred to as "member" in this policy), upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during the twelve month academic year period for one or more of the following events:
 - a. for the birth of a son or daughter of the member and to care for such child;
 - b. for the placement of a child with the member for adoption or foster care;
 - c. to care for a spouse, child, or parent who has a serious health condition;
 - d. for the serious health condition of the member which renders him/her unable to perform the functions of the member's position.

FMLA grants of leave do not accumulate from year-to-year.

3. **Benefits.** The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit or position other than that to which the member would have been entitled had the member not taken the leave.
4. **Return to Position.** Members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the College to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

5. **Health Benefits.** During the period of a FMLA, the College shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions of the coverage which would have been provided if the member had continued in employment for the duration of the leave. The College shall have the right to recover the premiums paid for maintaining coverage for the member under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering from or onset of a serious health condition entitling the member to leave under Section 2c or 2d above, or other circumstances beyond the member's control. In this situation, the College may require certification of inability to return to work as specified and allowed by the FMLA.
6. **Relationship to Paid Leave.** A member may elect to substitute any accrued vacation leave, personal leave, or family leave for any part of the twelve (12) week period of leaves taken pursuant to Section 2a, 2b or 2c above. A member may be required to substitute any accrued or available paid medical or sick leave for part or all of the twelve (12) week period of leave under Section 2d above, with any remainder of the twelve (12) week period to be unpaid.
7. **Birth Year.** An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month "**birth year**". For example, a bargaining unit member who requests a leave at the start of the eleventh month [of the twelve (12) month birth year counted from the date of birth or placement] is entitled to only eight (8) workweeks of unpaid leave (months 11 and 12). Upon request of the bargaining unit member, the College may approve further unpaid leave, as provided for in Article VI, Section C, paragraph 3 of the collective bargaining agreement.
8. **Spouses Employed.** Spouses, both of whom are employed by the College, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of the child for adoption or foster care, or for the care of a parent with a serious health condition. However, each member may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.
9. **Notification of Birth.** An eligible member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the College, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the member must provide as much written notice as is practicable under the circumstances.

10. **Notification of Medical Treatment.** An eligible member who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, child, or parent should notify, in writing, the College as soon as possible so that the absence can be scheduled at a time least disruptive to the college's operations. Such a member must also give at least thirty (30) calendar days written notice, unless impracticable, in which case the member must provide as much written notice as circumstances permit.
11. **Health Provider's Statement.** If the requested leave is to care for a spouse, child, or parent who has a serious health condition, the member may be required to file with the College in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the member is needed for such care.
12. **Intermittent Leave.** A leave taken under 2a or 2b above shall not be taken intermittently or on a reduced leave schedule unless the College and the member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, other FMLA leaves may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the College may require the member to transfer temporarily to an available alternative position offered by the College for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave than the member's regular position.
13. **Inform the College.** A member on an approved FMLA leave should keep the College informed regarding his/her intent to return to work upon conclusion of the leave.
14. **Opinion Verification.** In any case in which the College has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Section 2c or 2d above, the College may, at its expense, require a second opinion. If the second opinion differs from the first, a third opinion from a health care provider mutually acceptable to the College and the Association will be provided at the college's expense. The opinion of the third health care provider will be final.
15. **Serious Health Condition.** For purposes of this Appendix, "Serious health Condition" is defined as it appears in FMLA Section 101(11) as follows: "an illness, injury, impairment, or physical or mental condition that involves -- (A) inpatient care in a hospital, hospice, or residential medical care facility; or (B) continuing treatment by a health care provider." This definition is further explained at length in the final FMLA regulations, §825.114.

Appendix D.

Optional Retirement Plan Provisions

1. Eligibility would be defined by the Optional Retirement Act (1994 PA 296) and shall include full-time members.
2. Vesting on the employee's contribution is immediate. Any contribution by members is immediately and fully vested.
3. Vesting on the College's contribution shall be 100% after two (2) years. Vesting credit shall be given for continuous full-time service years preceding the selection of the ORP.
4. A member selecting the ORP shall contribute 4.3% of his/her gross earnings as defined by the Michigan Public School Employees Retirement System (MPERS).
5. The College shall contribute, on behalf of the member selecting the ORP, an amount equal to 12% of the gross earnings of the member as defined by MPERS.
6. There shall be only one vendor who shall provide a reasonable array of investment options. The vendor's performance, risk and administrative record will be reviewed periodically.

**Appendix E.
Salary Schedules**

Base Salary Schedule						
	Level	4	5	6	7	8
Step1		\$26,320	\$30,080	\$34,400	\$40,160	\$47,920
Step2		\$27,504	\$31,434	\$35,948	\$41,967	\$50,076
Step3		\$28,742	\$32,848	\$37,566	\$43,856	\$52,330
Step4		\$30,035	\$34,326	\$39,256	\$45,829	\$54,685
Step5		\$31,387	\$35,871	\$41,023	\$47,892	\$57,145
Step6		\$32,900	\$37,600	\$43,000	\$50,200	\$59,900
Step7		\$33,558	\$38,352	\$43,860	\$51,204	\$61,098
Step8		\$34,229	\$39,119	\$44,737	\$52,228	\$62,320
Step9		\$34,914	\$39,901	\$45,632	\$53,273	\$63,566
Step10		\$35,263	\$40,300	\$46,088	\$53,805	\$64,202
Step11		\$35,616	\$40,703	\$46,549	\$54,343	\$64,844
Step12		\$35,972	\$41,110	\$47,015	\$54,887	\$65,492
Step13		\$36,331	\$41,522	\$47,485	\$55,436	\$66,147
Step14		\$36,695	\$41,937	\$47,960	\$55,990	\$66,809
Step15		\$37,062	\$42,356	\$48,439	\$56,550	\$67,477

Year-1 Salary Schedule (2000-2001)						
	Level	4	5	6	7	8
Step1		\$26,583	\$30,381	\$34,744	\$40,562	\$48,399
Step2		\$27,779	\$31,748	\$36,307	\$42,387	\$50,577
Step3		\$29,030	\$33,177	\$37,941	\$44,294	\$52,853
Step4		\$30,336	\$34,670	\$39,649	\$46,288	\$55,232
Step5		\$31,701	\$36,230	\$41,433	\$48,370	\$57,717
Step6		\$33,229	\$37,976	\$43,430	\$50,702	\$60,499
Step7		\$33,894	\$38,736	\$44,299	\$51,716	\$61,709
Step8		\$34,571	\$39,510	\$45,185	\$52,750	\$62,943
Step9		\$35,263	\$40,300	\$46,088	\$53,805	\$64,202
Step10		\$35,616	\$40,703	\$46,549	\$54,343	\$64,844
Step11		\$35,972	\$41,110	\$47,015	\$54,887	\$65,492
Step12		\$36,331	\$41,522	\$47,485	\$55,436	\$66,147
Step13		\$36,695	\$41,937	\$47,960	\$55,990	\$66,809
Step14		\$37,062	\$42,356	\$48,439	\$56,550	\$67,477
Step15		\$37,432	\$42,780	\$48,924	\$57,115	\$68,152

**Appendix E.
Salary Schedules**

Year-2 Salary Schedule (2001-2002)						
	Level	4	5	6	7	8
Step1		\$26,849	\$30,685	\$35,091	\$40,967	\$48,883
Step2		\$28,057	\$32,065	\$36,671	\$42,811	\$51,083
Step3		\$29,320	\$33,508	\$38,321	\$44,737	\$53,382
Step4		\$30,639	\$35,016	\$40,045	\$46,750	\$55,784
Step5		\$32,018	\$36,592	\$41,847	\$48,854	\$58,294
Step6		\$33,561	\$38,356	\$43,864	\$51,209	\$61,104
Step7		\$34,233	\$39,123	\$44,742	\$52,233	\$62,326
Step8		\$34,917	\$39,905	\$45,636	\$53,278	\$63,573
Step9		\$35,616	\$40,703	\$46,549	\$54,343	\$64,844
Step10		\$35,972	\$41,110	\$47,015	\$54,887	\$65,492
Step11		\$36,331	\$41,522	\$47,485	\$55,436	\$66,147
Step12		\$36,695	\$41,937	\$47,960	\$55,990	\$66,809
Step13		\$37,062	\$42,356	\$48,439	\$56,550	\$67,477
Step14		\$37,432	\$42,780	\$48,924	\$57,115	\$68,152
Step15		\$37,807	\$43,208	\$49,413	\$57,687	\$68,833

Year-3 Salary Schedule (2002-2003)						
	Level	4	5	6	7	8
Step1		\$27,118	\$30,991	\$35,442	\$41,377	\$49,372
Step2		\$28,338	\$32,386	\$37,037	\$43,239	\$51,594
Step3		\$29,613	\$33,843	\$38,704	\$45,185	\$53,915
Step4		\$30,946	\$35,366	\$40,446	\$47,218	\$56,342
Step5		\$32,338	\$36,958	\$42,266	\$49,343	\$58,877
Step6		\$33,897	\$38,739	\$44,303	\$51,721	\$61,715
Step7		\$34,575	\$39,514	\$45,189	\$52,756	\$62,949
Step8		\$35,266	\$40,304	\$46,093	\$53,811	\$64,208
Step9		\$35,972	\$41,110	\$47,015	\$54,887	\$65,492
Step10		\$36,331	\$41,522	\$47,485	\$55,436	\$66,147
Step11		\$36,695	\$41,937	\$47,960	\$55,990	\$66,809
Step12		\$37,062	\$42,356	\$48,439	\$56,550	\$67,477
Step13		\$37,432	\$42,780	\$48,924	\$57,115	\$68,152
Step14		\$37,807	\$43,208	\$49,413	\$57,687	\$68,833
Step15		\$38,185	\$43,640	\$49,907	\$58,264	\$69,522

**Appendix E.
Salary Schedules**

Year-4 Salary Schedule (2003-2004)					
Level	4	5	6	7	8
Step1	\$27,524	\$31,456	\$35,974	\$41,998	\$50,113
Step2	\$28,763	\$32,872	\$37,593	\$43,887	\$52,368
Step3	\$30,057	\$34,351	\$39,284	\$45,862	\$54,724
Step4	\$31,410	\$35,897	\$41,052	\$47,926	\$57,187
Step5	\$32,823	\$37,512	\$42,900	\$50,083	\$59,760
Step6	\$34,405	\$39,320	\$44,967	\$52,497	\$62,641
Step7	\$35,093	\$40,107	\$45,867	\$53,547	\$63,894
Step8	\$35,795	\$40,909	\$46,784	\$54,618	\$65,171
Step9	\$36,511	\$41,727	\$47,720	\$55,710	\$66,475
Step10	\$36,876	\$42,144	\$48,197	\$56,267	\$67,140
Step11	\$37,245	\$42,566	\$48,679	\$56,830	\$67,811
Step12	\$37,618	\$42,992	\$49,166	\$57,398	\$68,489
Step13	\$37,994	\$43,421	\$49,657	\$57,972	\$69,174
Step14	\$38,374	\$43,856	\$50,154	\$58,552	\$69,866
Step15	\$38,757	\$44,294	\$50,656	\$59,137	\$70,564

TENTATIVE AGREEMENT

FOR THE BOARD OF TRUSTEES

By: /Gary VanKempen

FOR THE ASSOCIATION

By: /John Dale Smith
President

