

6522

8/19/2001

AGREEMENT

BETWEEN

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

AND

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

1997 - 2001

Lansing Community College

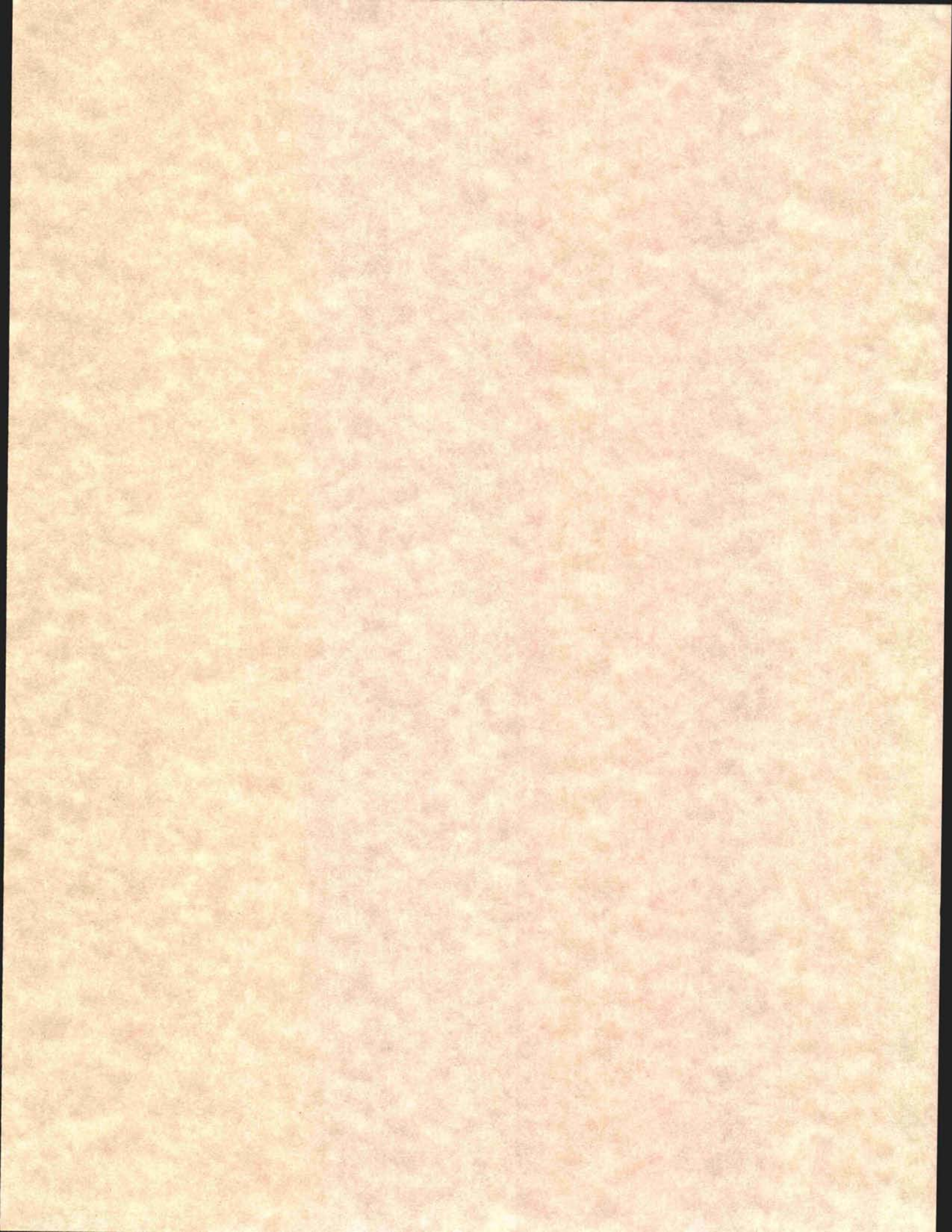


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AGREEMENT

BETWEEN

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

AND

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

This Agreement entered into this nineteenth day of January, 1999 by and between the LANSING COMMUNITY COLLEGE, hereinafter called "the Board" and the LANSING COMMUNITY COLLEGE CHAPTER OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, hereinafter called "the Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for youth and adults of this college district is their mutual aim.

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

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit consisting of full-time Professors, Instructors, Teaching Technicians, Librarians and Counselors. Also part-time faculty who teach three (3) or more contact hours per week during the current academic semester or during the last semester taught; full-time laboratory technicians; part-time laboratory technicians and part-time librarians working ten hours a week or more, and the laboratory supervisors; EXCLUDING all part-time laboratory technicians and interns holding positions through a cooperative program within the institution, and all other employees.

- A. A full-time bargaining unit member with teaching assignments is defined as a person employed to work more than 75% of the maximum contact load or more than two classes per semester, whichever is greater.
- B. The Board agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.
- C. Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function.
- D. Where a provision of the Agreement applies to all full-time bargaining unit members (i.e., Professors, Instructors, Teaching Technicians, Librarians and Counselors, and Laboratory Technicians), the term "full-time bargaining unit member" shall be used. Where a provision of the Agreement applies only to the part-time bargaining unit members (i.e., part-time faculty who teach three (3) or more contact hours per week during the academic semester or during the last semester taught; part-time laboratory technicians and part-time librarians working ten hours a week or more, and the laboratory supervisors) then the term "part-time bargaining unit member" shall be used. Provisions which apply to less than all full-time or less than all part-time bargaining unit members shall expressly identify the classifications to which they apply.
- E. The Board agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement.

ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS

- A. The Chairperson of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the spring semester prior to the expiration date of the contract and extending through the summer semester, or until a new contract is ratified and approved. Two other members of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the summer semester prior to the expiration date of the contract and extending until a new contract is ratified and approved. The remaining members of the negotiating team, not to exceed three (3) in number, will not be assigned to any department or division committee or registration activities commencing with the summer semester prior to the expiration date of the contract and extending until a new contract is ratified and approved.
- B. The Association's President and Grievance Chairperson will not be assigned to any department or division committee or any registration activities during their period of office.

- C. The Faculty Association President may be assigned three-fourths (3/4) of a regular teaching workload for each semester during his/her period of office. The purpose of the reduced workload will be to allow the Association President to conduct official Association business. During any semester that the Association President does not elect this option, a full workload will be assigned.

- D. Two (2) additional full-time bargaining unit members may each be allotted an amount of time equivalent to one quarter (1/4) of a regular full-time bargaining unit member workload to conduct official Association business. This additional time will be allotted to full-time bargaining unit members (other than the Association President) as designated by the Association President. With the director's or supervisor's approval, the time allotted for each full-time bargaining unit member may exceed one quarter (1/4) of a full-time bargaining unit member workload per semester but in no event shall the sum of such allotted time exceed one full-time bargaining unit member's workload for one year. The Association will reimburse the College \$2,400 per one quarter (1/4) of release time per semester for each person designated to receive additional allotted time. This payment will be made at the beginning of each semester. The name(s) of the person(s) to be allotted this additional time will be submitted to the Executive Director of Human Resources by the Association President at least one month prior to the beginning of each academic semester.

ARTICLE III. ASSOCIATION RIGHTS

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

ARTICLE IV. BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE V. PRIVILEGES AND RESPONSIBILITIES

A. Association Meetings

Rooms at the College may be used by the Association, the Senate and Senate Committees for meetings at no cost to the Association, provided that:

1. Arrangements are made in advance with the administration.
2. Meetings are scheduled within the regular shift hours of the custodial staff.
3. The Association shall have a minimum of one hour set aside during Professional Preparation days. The Association will be notified concerning the time and date prior to the printing of the program.

B. Use of College Equipment

The Association is authorized to use college equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment, subject to availability. The Association shall pay for the reasonable cost of all materials and labor incident to such use. Reasonable cost shall be determined in advance by the College.

C. Association Notices

The Association shall have the right to post notices of its official activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department or a central location in each major college building. All such notices must carry a signature of the Association official who authorizes the posting of the notice with the simultaneous delivery of a copy to the President of the College.

D. College Financial Information

The Board shall make available to the Association upon its reasonable 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 this shall not be construed to require the Board to compile information and statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

E. Bargaining Unit Member Involvement

1. The Association will encourage its members to utilize their special knowledge and expertise for the benefit of the College. The Administration will make a continuing effort to make appropriate use of

such expertise. The Faculty Association shall have the right to submit a list of candidates for college-wide committees. The ultimate decision of the composition of such committees shall reside with the President or his/her designated representatives.

2. The following general conditions shall apply to service by bargaining unit members on college-wide committees:
 - a. If a member is to serve on a committee in his/her capacity as an individual employee of the College, the Association will be so informed, and any views expressed or commitments made by that individual will not be considered by the College to represent the views or commitments of the Association.
 - b. If a member is to serve on a committee as a representative of the Association, then the Association will be so informed, and shall be consulted prior to such appointment as to which member shall be appointed. Any views expressed or commitments made by such a member shall not be considered by the College to alter the interpretation of any term or provision of this Agreement unless the procedure described in Article XIII, including a conference between the representative of the President of the Association and the Executive Director of Human Resources, and the reduction of any mutual agreements to writing, is followed.

F. Evaluation of Bargaining Unit Members

The issue of faculty evaluation will be addressed by the Evaluation Committee. Recommendations from the Committee will be subject to negotiations at the time the Committee completes its work. If no agreement is reached on the Committee's recommendations, then the following contract language shall remain in effect.

1. FULL-TIME

The purpose of the evaluation process is to give each full-time bargaining unit member an opportunity to periodically review his or her performance with appropriate administrators. The evaluation process is designed to be a guide to self-assessment and improvement. The bargaining unit member to be evaluated will submit documents directly related to classroom teaching where teaching is part of their assignment prior to the administrative evaluation. The documents may include, but are not limited to, syllabi, handouts and exams. Those bargaining unit members who are not teaching faculty will submit documents directly related to their assignments.

a. Documentation

The bargaining unit member to be evaluated may also elect to submit any or all of the following documentation:

- 1) Evidence of professional development. These may include, but are not limited to the attainment of degrees as well as other kinds of education and training including but not limited to: courses, seminars, workshops, conferences, vendor training, etc.
- 2) Evidence of professional accomplishments. These may include, but are not limited to: publications, papers delivered, work on professional associations or governmental agencies, etc. which a bargaining unit member has completed since the last evaluation period.
- 3) Evidence of community or college service. These may include, but are not limited to, effective participation on college-wide or departmental committees and activities the bargaining unit member has participated in since the last evaluation period.
- 4) Evidence of curriculum development. This may include, but is not limited to: teaching a course not taught before; creating or developing new courses; substantially revising courses; initiating or participating in program review; etc.
- 5) Student perception of teaching quality. Bargaining unit members with teaching assignments who are not evaluated every year will designate at least one semester of student evaluations per year to be included in the administrative evaluation process. All sections taught that semester must be included. Bargaining unit members who are evaluated every year will submit evaluations every year.
- 6) Other evidence of professional performance or accomplishment.

b. Administrative Review Process

1) Frequency of Evaluation

Professor: At least once every 3 years, or more frequently if deemed necessary

Instructor: At least once every year, or more frequently if deemed necessary

Laboratory Technician: At least every year for the first 3 years; then at least once every other year for 4 years and then at least once every 3 years thereafter, or more frequently if deemed necessary

2) Criteria and Methodology

Prior to formally evaluating bargaining unit members, the appropriate administrative official will consult with the full-time members of the bargaining unit in the division concerning criteria and methodology to be employed. Criteria will be established uniformly throughout the division. The decision reached by the administrators concerning criteria and methodology will be published and distributed to all members of the division concerned two semesters prior to any formal evaluation.

3) Evaluation

The actual evaluation of an individual bargaining unit member will be made by the bargaining unit member's immediate supervisor in accordance with the procedures promulgated within the division. The results of the evaluation will be subject to review and concurrence by the divisional dean or his/her appointed representative. A copy of the evaluation results will be made available to the respective bargaining unit member.

4) Deficiencies and Improvement

When deficiencies are noted by the supervisor, the deficiencies will be outlined in specific terms. The director or supervisor will:

- a) Conduct an informal meeting with the bargaining unit member to discuss the deficiencies. During this

stage, the two parties are encouraged to resolve the problem informally.

- b) If the problem cannot be resolved informally or if the problem persists, the director or supervisor will provide the bargaining unit member with a written statement outlining the problem in specific terms and provide a recommended solution.
- c) If the bargaining unit member disagrees with the proposed solution or if the problem persists, the director, the supervisor, the divisional dean, the respective bargaining unit member and an association representative (if requested) will meet to design a professional development plan. The purpose of the plan will be to set forth a program of improvement by specifying the ways in which the bargaining unit member should improve and the assistance to be given by the administration. The plan will include reasonable time lines for improvement. The administrator will periodically review the progress of the improvement plan with the bargaining unit member. A full-time bargaining unit member on a continuing contract whose services are being considered for termination based upon performance, but not a reduction in force, must have been counseled, advised of his/her deficiencies and have had a program of improvement set forth.

During this period of improvement, the bargaining unit member will be evaluated annually or more often if necessary.

5) Use of Student Evaluations

Student evaluations of bargaining unit members will be returned to the respective bargaining unit member each semester. Any student comments on the student evaluation forms used in the administrative evaluation of bargaining unit members will reflect a clear and consistent pattern(s) of behavior of the respective bargaining unit member. Unsigned comments on the student evaluation form which reflect a clear pattern(s) of behavior will be investigated prior to being used in the formal administrative evaluation.

2. PART-TIME

a. Non-associate Continuing Contract Part-time Faculty Members

While administrators will strive to evaluate part-time faculty as often as possible, the frequency of the evaluation will be determined by the divisional dean or his/her designee.

During the first teaching assignment, each new part-time faculty member will be observed in the classroom by his/her immediate supervisor or other individual(s) designated by the divisional dean. It is expressly understood that this first observation is for the purpose of assisting the faculty member and is not evaluative. The supervisor may recommend additional supportive resources to promote teaching excellence and enhance student success.

Part-time faculty members to be evaluated will be given reasonable advance notice. The criteria and methodology to be used in the evaluation will be determined and published by the divisional dean or his/her designee as early in the academic year as possible. Before earning associate continuing contract status, each part-time faculty member must have at least one formal evaluation.

It is understood that non-associate continuing contract part-time faculty members work on a semester-to-semester basis. The procedures mentioned above will not prejudice the supervisor's prerogative to assign or not assign a non-associate continuing part-time faculty member to a subsequent semester of employment.

b. Associate Continuing Contract Part-time Faculty Members (see Article IX., Section F.4.)

When an associate continuing contract faculty member's performance shows deficiencies, the procedures listed under Full-time Bargaining Unit Member Evaluation, Article V., Section 1.b.(4). will be followed.

c. Use of Student Evaluations -- Associate and Non-associate Continuing Contract Part-time Faculty Members

The provisions of Article V., Section F.1.b.(5) above shall also apply to both associate and non-associate continuing contract part-time faculty members.

G. Personnel Files

1. Each bargaining unit member may, upon written request, review the contents of his/her own personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the member, accompany him/her in such review. The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the personnel file. In the event of the administrator's absence, he/she will appoint someone to act in his/her behalf.
2. Nothing will be placed in a bargaining unit member's official personnel file unless he/she has had an opportunity to examine it and has been offered an opportunity to submit a written comment.
3. Potential employers shall not have access to files except the official personnel files kept by the Executive Director of Human Resources.

H. 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.

I. New Bargaining Unit Members with Teaching Assignments

1. The Board will furnish the Association with the names and current addresses, within five working days from the date of return of a signed letter of intent, of all new full-time bargaining unit members.
2. The Board will provide the Association by the end of the fourth week with a copy of the Master Section Listing including the names of the bargaining unit members with teaching assignments as submitted by the college departments.

J. Office Space

The Board of Trustees agrees to furnish to the Association on a yearly basis free office space on campus of not less than 100 square feet.

ARTICLE VI. CONDITIONS OF EMPLOYMENT

A. Academic Freedom

1. Bargaining unit members shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair his/her teaching. Administrative actions taken to assure compliance of contractual and departmental obligations when applied in a non-discriminatory manner shall not be construed as harassment. To this end, the College subscribes to the tenets of academic freedom as the American Association of University Professors has expressed them:

"Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution."

"Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment."

"College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution."

2. When a bargaining unit member speaks, writes or endorses products or candidates as a citizen, he/she is obligated to make certain that such endorsements or statements imply no endorsement by the College.
3. Bargaining unit member must follow course syllabi as developed by his/her department(s) and present alternative views of controversial issues. The presence of any communications device during the meeting of a class shall be subject to his/her permission.

B. Work Assignments

The parties recognize that the divisions and programs specified below have been reorganized since this language was negotiated. The parties agree that the

workload existing from the former agreement will be maintained at the status quo until any future mutual agreement, as in Article VI., Section B.1. through B.6. until the end of the 1999-2000 academic year. Effective with the 2000-2001 academic year, the provisions of Article VI, Section B.7. through B.14. shall be in effect and replace Article VI. Section B.1. through B.6.

(The provisions contained within Section B, paragraphs 1 through 6 are not applicable to full-time technicians and laboratory supervisors.)

1. Division of Technology and Applied Sciences

(Full- and part-time faculty unless specified otherwise.)

A full week's teaching assignment shall consist of the following loads: 16 lecture contact hours (30 students or more in each section) or 18 lecture contact hours (29 students or fewer in each section). It is assumed that this work assignment includes office hours and other activities normally related to a teaching position.

a. Aviation Flight Instruction Program

(Note: In addition to the provisions cited below in a-1 through a-5 and with the exception of subparagraphs d-1 and d-7 of Article VI., Conditions of Employment, Section B.1., Work Assignments, Division of Technology and Applied Sciences, all other provisions regarding work assignments for full-time faculty members within the Division of Technology and Applied Sciences will apply to full-time faculty within the Aviation Flight Instruction Program.)

- a-1. A full week's work assignment shall consist of an average of forty (40) hours, including thirty-six (36) contact hours in the areas of pre- and post-flight briefings, ground instruction, supervised solo flights, flight simulation and dual flight time in the aircraft. The remaining four (4) hours will be devoted to office hours and other activities normally related to a teaching position.
- a-2. Scheduled flight time shall not exceed FAA regulations.
- a-3. Schedules for full-time flight faculty will be provided as much in advance as possible each semester. Supervisory personnel will consult with the flight faculty prior to scheduling flight time.
- a-4. It is understood that the schedules for full-time flight faculty will vary from week to week, depending on student need, weather conditions and availability of equipment.

- a-5. Saturday flight instruction will be scheduled at the discretion of the Chief Flight Instructor. Sunday flight assignments will be scheduled by the Chief Flight Instructor with the approval of the appropriate faculty member.

Additional Conditions:

- a. One and one-third laboratory contact hours shall equate as one lecture contact hour.
- b. In lieu of full teaching load, the faculty member shall be given other assignments to achieve a full week's workload.
- c. Assignments of the full week's work, as defined above, may deviate (over or under) by as much as the equivalent of two lecture equated hours for any semester. However, for the entire contract period, the average number of contact hours and equated "other assignments" combined cannot exceed the full work week described above.
- d. The following conditions (d-1 through d-7) will be avoided when making full-time teaching assignments except when necessary to achieve a full teaching load or when requested by the individual faculty member.
 - d-1. More than two (2) evenings of teaching each week.
 - d-2. A morning class before 9:00 a.m. following an evening class assignment as late as 8:30 p.m.
 - d-3. A morning class before 10:00 a.m. following an evening class assignment ending after 8:30 p.m.
 - d-4. Classes in the morning, afternoon and evening of the same day.
 - d-5. More than two (2) different teaching preparations taught for the first time except for newly employed during the first four semesters of full-time employment.
 - d-6. More than three (3) teaching preparations per semester. A teaching preparation is defined as a course whose title is different from any other course being taught by the faculty member.
 - d-7. More than two (2) sequential semesters of teaching in the evening.

- e. The total number of preparations may include curriculum study assignments and planning future courses. However, seminars and community service programs are exempt from the course preparation limitations cited above.
- f. During the transition year, 1993-94, in no case will more than four (4) preparations per semester be assigned.

2. Division of Arts and Sciences

(Full- and part-time faculty unless specified otherwise.)

Full-time faculty assigned to teach in the evening up to 8:30 p.m. will not be assigned a class prior to 9:00 a.m. the following morning, except with the faculty member's approval.

Full-time faculty assigned to teach in the evening after 8:30 p.m. will not be assigned to a class prior to 10:00 a.m. the following morning, except with the faculty member's approval.

Maximum Credit or Contact Hours/
Maximum Students per Section

	Fall	Spring	Summer
Social Science	16/39	16/39	16/39
Humanities	16/39	16/39	16/39
Freshman English	16/25	16/25	16/25
Literature	16/36	16/31	16/28
Mathematics			
Laboratory	15/50	15/50	15/50
Transfer	15/40	15/40	15/40
Communication			
Composition	16/25	16/25	16/25
Remedial	16/25	16/25	16/25
Speech	16/26	16/26	16/26
Non-writing Commun.	16/36	16/31	16/28
Science			
Lecture/Laboratory	18/30	18/30	18/30
Lecture/Discussion	15/30	15/30	15/30

Divisional Course Preparations/Projects

- aa. A faculty member shall not normally be assigned more than two separate preparations per semester. When the needs of the department dictate, the department chair or immediate supervisor may assign three preparations.

bb. Additional preparations beyond three may be assigned only with the faculty member's permission and may include curriculum study assignments and the planning of future courses.

cc. Summer Workload

The summer workload may be fulfilled in one of two ways, or a combination of these two, not to exceed the maximum course loads specified by the department above: (1) Regular Classes, (2) Special Projects.

dd. Lifetime Studies--where courses in this program emphasize panel or film presentations and do not require grading or examination responsibility, the maximum class size will be administratively determined.

3. Division of Business

(Full- and part-time faculty unless specified otherwise.)

The maximum course load is forty-eight (48) contact hours for three semesters (32 contact hours for fall/spring semesters).

a. The average load of 16 contact/laboratory hours per semester shall be used to define a full-time faculty member under Article I., Section A.

b. Thirty-five (35) students per section are considered to be the optimum, except in data processing programming and systems analysis courses, and advanced accounting courses which have an optimum of twenty-five (25) students per section. A student/faculty ratio of four (4) students per faculty lab hour is considered to be the optimum in the typing/business machines and accounting AVT labs. It is recognized, however, that some sections (community services, AVT courses and others) may warrant larger class sizes.

c. Two laboratory hours shall equal one contact hour. The contact hour limitations set forth above shall not be exceeded except as provided for in this Master Agreement.

These limitations on contact hours have no effect on the concept of a "full week's work for a full week's pay." Should a faculty member's contact hour limitation be reached prior to the conclusion of his/her contract period, he/she shall not be assigned additional contact hours. He/she shall, however, continue to perform a full week's work, but his work, exclusive of teaching approved by the dean, may include but is not limited to assignments covering

student recruitment, curriculum and course improvement and research, preparation for next semester's courses, teaching technique development, and other assignments to improve the above items.

- d. A faculty member shall be assigned no more than three preparations per semester.
- e. One additional preparation may be assigned with the faculty member's consent, but the total preparations should not exceed four.
- f. The total number of preparations may include curriculum study assignments, planning future courses, seminars and community service programs. In situations where seminars and/or community service programs require less than a full semester or require only minimal coordinating effort, the amount of credit towards the number of preparations shall be given as agreed upon by the faculty member and the department chair or the immediate supervisor.
- g. Faculty assigned to teach in the evening after 6:00 p.m., but before 8:30 p.m., will not be assigned a class prior to 9:00 a.m. the following morning except with the faculty member's approval. Faculty assigned to teach in the evening after 8:30 p.m., will not be assigned a class prior to 10:00 a.m. the following morning except with the faculty member's approval.

4. Division of TeleCommunication and the Arts

(Full- and part-time faculty unless specified otherwise.)

- a. Department of Library Information Services
 - 1. The workload will be determined by the department chair or the immediate supervisor after consultation with the Library Information Services faculty, being consistent with service needs.
 - 2. Teaching assignments will be equated on the basis of one lecture hour equals two and one-half reference desk/library service hours. Library orientation assignments will involve appropriate preparation time.
 - 3. No Library Information Services faculty will work more than two evenings per week except with that librarian's approval.

4. Library Information Services faculty assigned teaching or service responsibilities after 6:00 p.m. but before 8:30 p.m. will not be assigned responsibilities prior to 9:00 a.m. the following morning except with that librarian's approval. Library Information Services faculty assigned teaching or service responsibilities after 8:30 p.m. will not be assigned responsibilities prior to 10:00 a.m. the following morning except with that librarian's approval.

b. Media Department

The maximum course load is forty-eight (48) lecture contact hours for three semesters (32 lecture contact hours for fall/spring semesters).

1. The average load of 16 lecture contact hours per semester shall constitute a full week's teaching assignment with the understanding that office hours and other activities normally related to the teaching position are included.
2. Two laboratory contact hours shall equate as one lecture contact hour.
3. Should a faculty member's lecture contact hour assignment for any semester be less than a full week's teaching assignment described above, the faculty member shall be given other assignments to achieve a full week's workload. Other assignments such as special laboratory, workshop or media production assignment shall be prorated on the basis of lecture contact hours.
4. In an occasional semester, assignments of lecture/lab hours and other non-teaching assignments may vary above or below the average full load, but for the entire contract period, the average number of lecture contact hours and equated other assignments combined shall not exceed the full work week described above.
5. No faculty member will teach more than three (3) evenings during the week, except with the consent of that faculty member.
6. A faculty member who teaches on three evenings weekly during the semester will not be given a weekend teaching assignment in that semester except with the consent of the faculty member.

7. A faculty member shall not be assigned a morning class before 9:00 a.m. following an evening class assignment ending as late as 8:30 p.m., except by consent of the faculty member.
8. Faculty shall not be assigned more than three preparations during a semester unless one additional preparation is necessary to achieve a full teaching load.

c. Department of Performing Arts (Music, Dance and Theater)

The maximum course load is forty-eight (48) lecture contact hours for three semesters (32 lecture contact hours for fall/spring semesters).

1. The average load of 16 lecture contact hours per semester shall constitute a full week's teaching assignment in accordance with the provisions of Article I., Section A.
2. Two laboratory contact hours shall equate as one lecture contact hour.
3. Should a faculty member's lecture contact hour assignment for any semester be less than a full week's teaching assignment as described above, the faculty member shall be given other assignments to achieve a full week's workload. Other assignments shall be prorated on the basis of lecture contact hours.
4. In an occasional semester, assignments of lecture/lab hours and other non-teaching assignments may vary above or below the average full load, but for the entire contract period, the average number of lecture contact hours and equated other assignments combined shall not exceed the full work week as described above.
5. A faculty member shall not be assigned a morning class before 9:00 a.m. following an evening class assignment ending as late as 8:30 p.m., except by consent of the faculty member.
6. Faculty shall be assigned no more than five preparations per semester. One additional preparation may be assigned with the faculty member's consent, but the total number of preparations shall not exceed six.

5. Division of Student Personnel Services
(Full- and part-time faculty unless specified otherwise)
- a. Counselors. The workload will be determined by the department chair or the immediate supervisor after consultation with the faculty and will be consistent with student needs.
1. The concept of a "full week's work for a full week's pay" is valued by the department personnel. The work week will include:
 - a) duty assignments of projects appropriate to fulfill the service objectives of the department, and
 - b) direct student contact duties.
 2. Teaching assignments shall be equated on the basis of one lecture hour to two and one-half counseling service hours. It is recognized that effective preparation may take place in an area other than the counselor's office.
- b. Physical Education and Athletics. Fifty-six (56) contact hours for three semesters distributed in the following manner, a maximum of 18 fall semester, 20 spring semester and 18 summer semester.
1. A faculty member shall be assigned no more than six preparations per semester.
 2. One additional preparation may be assigned with the faculty member's consent, but the total preparations shall not exceed seven (7).
 3. The total number of preparations may include curriculum study assignments, coaching assignments, course development, and community clinics.
 4. When a full-time faculty member is given a coaching assignment, the department chair or the immediate supervisor will attempt to assign teaching and coaching assignments (with the exception of contracted contests) after 8:00 a.m. and prior to 6:00 p.m., and will attempt to assign classes that will provide reasonable avoidance of time conflicts between assigned classes and contracted contests.
- c. Center for Aging Education/Human Services--including Child Development (Effective Fall Term, 1991--full and part-time faculty unless otherwise specified)

Full-time faculty assigned to teach in the evening up to 8:30 p.m. will not be assigned a class prior to 9:00 a.m. the following morning, except with the faculty member's approval.

Full-time faculty assigned to teach in the evening after 8:30 p.m. will not be assigned to a class prior to 10:00 a.m. the following morning, except with the faculty member's approval.

The maximum number of credit or contact hours per semester shall be 16 per week and the maximum number of students per section shall be 39.

Divisional Course Preparations/Projects

1. A faculty member shall not normally be assigned more than two separate preparations per semester. When the needs of the department dictate, the department chair or the immediate supervisor may assign three preparations.
 2. Additional preparations beyond three may be assigned only with the faculty member's permission and may include curriculum study assignments and the planning of future courses.
 3. Summer Workload--the summer workload may be fulfilled in one of two ways, or a combination of these two, not to exceed the maximum course loads specified by the department above: (1) Regular Classes, (2) Special Projects.
 4. Lifetime Studies--where courses in this program emphasize panel or film presentations and do not require grading or examination responsibility, the maximum class size will be administratively determined.
6. Contract Options (1997-2000)
- Full-time teaching faculty including counselors and librarians, but excluding those on a temporary contract shall have a 211 day or a 170 day option. Contract options other than 211 or 170 may be arranged by mutual agreement between the affected individual, the director or the supervisor, and the divisional dean.
7. Effective with the 2000-2001 academic year, the maximum workload for full-time faculty shall be thirty-two (32) lecture equated hours within 190

workdays unless specifically noted below in the remaining sections of Article VI., paragraph B.

- a. Effective with the 2000-2001 academic year, full-time faculty workloads will be assigned during Fall and Spring semesters.
 - b. In lieu of a full teaching load, the faculty member may be given other assignments to achieve a maximum workload.
 - c. Effective with the 1999-2000 academic year, all laboratory hours shall be equated to lecture hours on the basis of one (1) laboratory hour equal to one (1) lecture hour or two (2) laboratory hours equal to one (1) lecture hour for the purpose of calculating teaching load subject to the following:
 - 1) The College and the Association shall participate in a joint committee to develop criteria to determine the ratio of laboratory hours to lecture hours; and
 - 2) The College and the Association shall sign a Memorandum of Understanding approving the criteria. If a mutual agreement is not reached, then the current language shall apply for the life of the agreement; and
 - 3) Each division shall apply the criteria to each course that has lecture and laboratory components.
8. The following conditions will be avoided when making full-time teaching assignments except when necessary to achieve a maximum workload or when requested by the individual faculty member.
- a. More than two (2) evenings of teaching each week.
 - b. A morning class before 9:00 a.m. following an evening class assignment as late as 8:30 p.m.
 - c. A morning class before 10:00 a.m. following an evening class assignment ending after 8:30 p.m.
 - d. Classes in the morning, afternoon and evening of the same day.
9. A teaching preparation is defined as a course whose title is different from any other course being taught by the faculty member. The total number of preparations may include curriculum study assignments and planning future courses. However, seminars and community service programs are exempt from the course preparation limitations cited below:

- a. More than two (2) different teaching preparations taught for the first time except for newly employed during the first four semesters of full-time employment.
- b. More than three (3) preparations without the consent of the faculty member except when necessary to achieve a maximum workload or when requested by the individual faculty member.
 - 1) Performing Arts – Faculty shall be assigned no more than five (5) preparations per semester. One additional preparation may be assigned with the faculty member's consent, but the total number of preparations shall not exceed six (6).
 - 2) Physical Fitness and Wellness
 - a) A member shall be assigned no more than six (6) preparations per semester.
 - b) One additional preparation may be assigned with the faculty member's consent, but the total number of preparations shall not exceed seven (7).
 - c) The total number of preparations may include curriculum study assignments, course development and community clinics.

10. Maximum Students per Section

a. Liberal Studies

	Fall	Spring	Summer
Social Science	39	39	39
Humanities	39	39	39
Freshman English	25	25	25
Literature	36	31	28
Mathematics			
Laboratory	50	50	50
Transfer	40	40	40
Communication			
Composition	25	25	25
Remedial	25	25	25
Speech	26	26	26
Non-writing Commun.	36	31	28
Science			
Lecture/Laboratory	30	30	30
Lecture/Discussion	30	30	30

b. Careers Division

Business - Thirty-five (35) students per section are considered to be the optimum, except in data processing programming and systems analysis courses, and advanced accounting courses which have an optimum of twenty-five (25) students per section. A student/faculty ratio of four (4) students per faculty lab hour is considered to be the optimum in the typing/business machines and accounting AVT labs. It is recognized, however, that some sections (community services, AVT courses and others) may warrant larger class sizes.

- c. Center for Aging Education/Human Services including Child Development – Thirty-nine (39) students.
- d. Lifetime Studies--where courses in this program emphasize panel or film presentations and do not require grading or examination responsibility, the maximum class size will be administratively determined.

11. Aviation Flight Instruction Program

(Note: In addition to the provisions cited below in a. through e. and with the exception of Article VI., B.8. and B.9. above, all other provisions regarding work assignments for full-time faculty members within the Careers Division will apply to full-time faculty within the Aviation Flight Instruction Program.)

- a. A full week's work assignment shall consist of an average of forty (40) hours, including thirty-six (36) contact hours in the areas of pre- and post-flight briefings, ground instruction, supervised solo flights, flight simulation and dual flight time in the aircraft. The remaining four (4) hours will be devoted to office hours and other activities normally related to a teaching position.
- b. Scheduled flight time shall not exceed FAA regulations.
- c. Schedules for full-time flight faculty will be provided as much in advance as possible each semester. Supervisory personnel will consult with the flight faculty prior to scheduling flight time.
- d. It is understood that the schedules for full-time flight faculty will vary from week to week, depending on student need, weather conditions and availability of equipment.

- e. Saturday flight instruction will be scheduled at the discretion of the Chief Flight Instructor. Sunday flight assignments will be scheduled by the Chief Flight Instructor with the approval of the appropriate faculty member.
12. Department of Library Information Services
- a. The workload will be determined by the department chair or the immediate supervisor after consultation with the Library Information Services faculty, being consistent with service needs. Workdays shall be scheduled throughout the calendar year in accordance with past practice.
 - b. Teaching assignments will be equated on the basis of one lecture hour equals two and one-half reference desk/library service hours. Library orientation assignments will involve appropriate preparation time.
 - c. No Library Information Services faculty will work more than two evenings per week except with that librarian's approval.
 - d. Library Information Services faculty assigned teaching or service responsibilities after 6:00 p.m. but before 8:30 p.m. will not be assigned responsibilities prior to 9:00 a.m. the following morning except with that librarian's approval. Library Information Services faculty assigned teaching or service responsibilities after 8:30 p.m. will not be assigned responsibilities prior to 10:00 a.m. the following morning except with that librarian's approval.
13. Counselors. The workload will be determined by the department chair or the immediate supervisor after consultation with the faculty and will be consistent with student needs. Workdays shall be scheduled throughout the calendar year in accordance with past practice.
- a. The concept of a "full week's work for a full week's pay" is valued by the department personnel. The work week will include:
 - 1) duty assignments of projects appropriate to fulfill the service objectives of the department, and
 - 2) direct student contact duties.
 - b. Teaching assignments shall be equated on the basis of one lecture hour to two and one-half counseling service hours. It is recognized that effective preparation may take place in an area other than the counselor's office.

14. Physical Fitness and Wellness

- a. The maximum workload shall be thirty-six (36) contact hours within 190 workdays.
- b. When a full-time faculty member is given a coaching assignment, the department chair or the immediate supervisor will attempt to assign teaching and coaching assignments (with the exception of contracted contests) after 8:00 a.m. and prior to 6:00 p.m., and will attempt to assign classes that will provide reasonable avoidance of time conflicts between assigned classes and contracted contests.

15. Full-time Laboratory Technicians

- a. All of the provisions of the Master Agreement applicable to full-time bargaining unit members shall apply to said technicians, with the following exceptions:

- 1) Article VI, Section B.1 through B.14
- 2) Article VI, Section F.2 and 3

Work assignments for full-time technicians will be established individually by the dean of the appropriate division. The concept of a forty (40) hour week will be adhered to.

- b. All current full-time laboratory technicians shall maintain their current obligation of 260 days unless otherwise agreed upon by the director or supervisor and the laboratory technician involved.
- c. Laboratory technicians shall be employed for 260 days and be granted twenty-three (23) days of annual paid vacation.
- d. When a full-time laboratory technician is assigned and performs actual classroom instruction, the rate of pay for all hours assigned to the classroom, exclusive of preparation time, shall be increased by forty-two point eight six percent (42.86%) over the hourly rate of pay he/she would have received as a full-time laboratory technician.

16. Summer Assignments

- a. Part-time faculty members may teach up to eight (8) lecture equated hours during summer semester, if offered.
- b. Summer teaching assignments shall not change the full-time or part-time status of bargaining unit members.

- c. Effective with the 2001 summer semester, no involuntary overloads may be assigned during summer semester.
- d. Effective with the 2001 summer semester, all summer semester assignments for full-time faculty members shall be considered as voluntary overloads. Full-time faculty members may teach up to eight (8) lecture equated hours during summer semester, if offered.

17. Professional Development Days

- a. Full-time bargaining unit members will participate in sixteen (16) hours of professional development during non-teaching hours as a part of their annual contract within the regular academic year. Members are encouraged to submit proposals regarding the use of these hours. The work to be performed as professional development shall be assigned by the College following consultation with the respective bargaining unit member. Part-time bargaining unit members may participate in a program of professional growth with the prior written approval of their director or supervisor. Part-time bargaining unit members participating in such a program will be reimbursed at a rate of \$10.00 per hour for each hour spent in the approved professional development project
- b. Professional development activities for full-time bargaining unit members may include, but will not be limited to:
 - 1) Professional conferences and seminars.
 - 2) Courses directly related to classroom instruction or professional growth.
 - 3) Curriculum development.
 - 4) Activities of importance to the College and community.
 - 5) Approved projects.
 - 6) Instructional assignments.
 - 7) Any combination of the above.
- c. Professional development activities for part-time bargaining unit members may include, but will not be limited to:
 - 1) Professional conferences and seminars.
 - 2) Courses directly related to classroom instruction or professional growth.
 - 3) Activities of importance to the College and community.
 - 4) Approved projects.
 - 5) Any combination of the above.
- d. Article VI., Section 17 shall expire with the end of the 1999-2000 academic year.

18. Overload Options -- Full-time Bargaining Unit Members

Class overloads during any semester are not authorized and will not be assigned except as provided below.

a. Administratively Assigned Overloads

- 1) In any semester, if circumstances require assignments of lecture/lab hours and other non-teaching assignments to vary above the full workload as defined in this section, averaging adjustments will be made in the following semester, if possible, but in no event later than the final semester of the academic year. If the averaging fails to take place by the end of the final semester of the academic year and an overage exists, the additional time shall be considered compensable time and the bargaining unit member will receive an hourly rate of pay for this additional classroom time based on 80% of the bargaining unit member's actual classroom contact hourly rate.
- 2) Effective with the 2000-2001 academic year, if the averaging fails to take place by the end of the spring semester and an overage exists, each lecture equated hour above thirty-two (32) annually reduces the non-teaching days obligation by four (4) days. Any load above thirty-four (34) lecture equated hours shall be considered compensable time and the bargaining unit member will receive an hourly rate of pay for this additional classroom time based on 70% of the bargaining unit member's actual classroom contact hourly rate.
- 3) Physical Fitness and Wellness. Effective with the 2000-2001 academic year, if the averaging fails to take place by the end of the Spring Semester and an overage exists, each contact hour above thirty-six (36) annually reduces the non-teaching days obligation by four (4) days. Any load above thirty-eight (38) contact hours shall be considered compensable time and the bargaining unit member will receive an hourly rate of pay for this additional classroom time based on 70% of the bargaining unit member's actual classroom contact hourly rate.

b. Voluntary Overload

- 1) Full-time bargaining unit members may volunteer for extra contractual assignments, not to exceed five (5) credit hours or one (1) section per semester, whichever is greater, beyond their regular work assignments. Such opportunities shall be subject to the approval of the director or supervisor and the divisional dean.

- 2) To compensate such assignments for each academic year, the following hourly rates shall be effective Spring Semester, 1999:

1998-99	\$34.00 per hour
1999-2000	\$35.00 per hour
2000-01	\$36.00 per hour

- 3) Approval of one bargaining unit member's opportunity for additional compensation shall in no way set a precedent for other requests.

19. Faculty Leaders

Faculty leaders (chairs, lead faculty members, academic team leaders, etc.) are appointed by the Dean or appropriate administrator from the recommendations of the faculty of the program or department. These assignments are voluntary; will be reviewed at least once annually; and will continue at the sole discretion of the Dean. Release time shall be assigned in a fair and equitable manner. Factors used to determine the amount of release time may include enrollment, number of faculty members, number of courses and program complexity.

20. Substitute Teaching

It is recognized that full and part-time bargaining unit members with teaching assignments are occasionally faced with a necessity to be absent on a short-term basis. During these times, members are encouraged to exchange classes with a qualified colleague, subject to the approval of the immediate supervisor.

If this alternative is not available, the bargaining unit member may seek a substitute, subject to the approval of the immediate supervisor, to teach his/her class. The substitute teacher will be paid as follows:

- a. All full-time bargaining unit members and non-employees who substitute teach will be paid in accordance with the following rate schedule effective Spring Semester, 1999:

1998-99	\$34.00 per hour
1999-2000	\$35.00 per hour
2000-01	\$36.00 per hour

- b. All existing part-time faculty who substitute will be paid at their current part-time hourly rate. If a part-time faculty member is paid more than one hourly rate as a result of teaching assignments in

more than one department, he/she shall be paid a substitute hourly rate based on his/her highest hourly rate currently in effect.

21. Special Projects

- a. Full-time bargaining unit members who receive special project assignments as part of their regular workload shall submit their completed projects to their respective director or supervisor for evaluation purposes within sixty (60) days from the date of completion. Criteria used for project evaluation shall have been predetermined through consultation between the director or supervisor and the respective bargaining unit member prior to commencement of the special project. The results of the project evaluation will be made known to the respective bargaining unit member and included as a factor within the bargaining unit members' annual administrative evaluation.
- b. It is understood that special projects may be assigned on a cross-divisional or cross-departmental basis in an effort to encourage creative and mutually beneficial activities.

22. Fee-for-Service Courses

It is generally understood that the College has an obligation to meet the needs of business, industry, government and labor organizations. In an effort to accomplish this task through "fee-for-service" course offerings, it is understood that the workloads (including preparation time and starting dates) for full and part-time bargaining unit members may differ from the divisional workload specifications referenced in the Master Agreement.

When differences occur, reasonable workload accommodations will be made to equalize the respective bargaining unit member's workload. Full-time bargaining unit workloads will be consistent with the respective divisional workloads and averaged over the current academic year. Overloads for full-time bargaining unit members will be handled in accordance with the overload provisions contained in Article VI., Section B.18. of the current Master Agreement. Part-time faculty workloads will be averaged consistent with Article I., Section A. of the Master Agreement.

23. Work Year

- a. Effective with the 2000-2001 academic year, the maximum number of workdays, excluding overload and extended contracts, for full-time bargaining unit members (except full-time laboratory technicians) shall be 190 workdays.

- b. Workdays shall be scheduled within the calendars in Appendices A-E unless mutually agreed upon by the faculty member and the department.
- c. During the period of time between the end of spring semester to the end of the individual bargaining unit member's contract year, full-time faculty members shall be responsible for professional activities which may include, but are not limited to:
- course development (e.g. developing new courses, revising existing courses)
 - advising students
 - professional development (e.g. academic study, technology training, development work in the center for teaching excellence, work-place learning)
 - college-/division-/department-wide professional development activities
 - serving on work teams and committees
 - completing assessment projects
 - visiting high schools, colleges or businesses
 - assisting divisional/college offices
 - ◊ consulting for other departments (e.g., review syllabi /curricula)
 - ◊ lead activities which promote divisional/college goals
- d. At the request of the College or the bargaining unit member, and upon their mutual agreement, such assignments may be fulfilled at any time during this contract year or prior to the beginning of the fall semester of the following contract year. Any exceptions by mutual agreement shall not constitute precedent or past practice.
- e. It is agreed that attendance for college-/division-/department- wide professional development activities may be required on some of these workdays.
- f. By mutual agreement, the College and the Association may establish a specific contract length for a new bargaining unit position. In such cases, the length of the contract shall be a

condition of continuing employment for the bargaining unit member occupying the position.

24. Interactive TV Courses (ITV) and Internet Courses

- a. The first time a course is developed for the Internet or ITV, the faculty member shall normally be given either release time (full-time faculty) or paid a stipend (part-time faculty) in accordance with the following calculations:
 - 1) Full-time -- release time granted equal to one (1) times the course's credits in the development semester's teaching load for the first course.
 - 2) Part-time -- a stipend shall be paid during the development semester equal to the course's credits times sixteen (16) times the faculty member's teaching rate.

- b. The second time a course is developed for the Internet or ITV, the faculty member shall normally be given either release time (full-time faculty) or paid a stipend (part-time faculty) in accordance with the following calculations:
 - 1) Full-time -- release time granted equal to one-half (0.5) of the course's credits in the development semester's teaching load for the second new course developed.
 - 2) Part-time -- a stipend shall be paid during the development semester equal to the course credits times sixteen (16) times one-half (0.5) of the faculty member's hourly teaching rate for the second new course developed.

- c. During the semester in which the faculty member (full or part-time) first teaches a course being offered on the Internet or ITV, the faculty member shall normally be given release time (full-time faculty) or paid a stipend (part-time faculty) in accordance with the following calculations:
 - 1) Full-time -- release time granted equal to one (1) times the course's credits in teaching load during the first semester the course is offered.
 - 2) Part-time -- a stipend shall be paid during the first semester the course is offered equal to the course's credit times sixteen (16) times the faculty member's hourly teaching rate. The course's credits for which the stipend is being paid must be included in the first offering semester's load calculation.

- d. Seat limits for Internet courses shall be limited to twenty (20) students per section unless the faculty member asks for or agrees to add additional seats beyond twenty (20).
- e. Seat and Site Limits for ITV Courses: The parties mutually acknowledge that educational outcomes and the quality and effectiveness of instruction shall be important considerations when the number of sites and class size at those sites and the combined total number of students at all sites are established.

25. Business and Community Institute (BCI)

- a. Assignments to teach non-credit courses in BCI given to full-time faculty members to complete their maximum workload shall be subject to the provisions of Article VI., B.1. through B.14. and Article XIV. of this Agreement. Assignments given to associate continuing part-time faculty members shall be made in accordance with in accordance with Article IX.F.5.
- b. Except as provided for in paragraph a. above, faculty members shall be paid at a market rate as determined by BCI for all non-credit courses in BCI.
- c. The College shall provide to the Association, upon request, information concerning the market wage rates paid to faculty teaching non-credit courses in BCI and information concerning the basis for determining the market rates.
- d. The limitation on Voluntary Overload in Article VI.B.18.b.1. shall not apply to assignments made to full-time faculty members in the BCI.

C. Full-time Bargaining Unit and Administrative Vacancies

- 1. Vacancies will be announced and posted on applicable bulletin boards within the various departmental office areas by the College-wide Human Resources Office. Notice of such vacancies shall provide five (5) working days' time to permit bargaining unit members to make the necessary application in writing to the applicable dean via the appropriate director or supervisor. Whenever possible, college bargaining unit members, full- and part-time, who apply for a vacancy will be notified in writing concerning the disposition of their applications for a position prior to the publication of the name of the successful candidate.
- 2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not affect adversely his/her status in his/her present position.

3.
 - a. Requirements for a vacancy shall be reviewed with the department bargaining unit members prior to posting.
 - b. A search committee, consisting of seven or more members, shall be formed to recommend candidates to fill a vacancy. A majority of the committee members shall be recommended by the bargaining unit members of the department in which the vacancy is posted. Bargaining unit members' recommendations shall be made in accordance with the goal of diverse representation on the search committee.
 - c. The search committee shall recommend to the dean candidates for ultimate appointment by the Board of Trustees, with the minimum number to be specified by the dean. If the search committee is unable to recommend the specified minimum number of candidates, then the chair of the committee shall consult with the dean as to how the search will proceed, and the College may fill the position on an interim basis with a temporary contract.
 - d. The search committee will develop procedures to be used in formulating the recommendations. These procedures will be submitted to the College-wide Human Resources Department for review to ensure compliance with legal and affirmative action requirements, and general college-wide consistency. The procedures will not be implemented until the College-wide Human Resources Department has completed its review and signed off on implementing the procedures. If its review discloses concerns, a representative of the College-wide Human Resources Department shall promptly meet with the search committee or its representative to resolve the concerns.
 - e. Should a recommendation be rejected, the search committee shall be entitled to submit additional recommendations.
4. In filling administrative academic departmental chair/director vacancies, the dean of the division will consult with the bargaining unit members of the department.
5. In the event that the Board creates a new professional position, the Executive Director of Human Resources will inform the President of the Association of this new position prior to announcing it publicly.
6. The ultimate authority regarding the filling of all vacancies is retained by the Board.

D. Transfers -- Full-time Bargaining Unit Members

1. Transfers in assignment will be made first on a voluntary basis. If there are no volunteers and a transfer is necessary, it may be made after:
 - a. consultation within the department by the full-time bargaining unit members concerned, and
 - b. consultation by the full-time bargaining unit members of the department and the director or supervisor concerned.

If no agreement is reached, the director or supervisor may select the bargaining unit member to be transferred.

2. Under no circumstances should a bargaining unit member be assigned to a course in which he/she has no experience or formal preparation.
3. Any bargaining unit member who assumes administrative duties within the College and subsequently returns to bargaining unit status, resumes all rights and privileges that he/she would have had if he/she had continued in bargaining unit status without interruption.

E. Dual Department Assignments

A bargaining unit member assigned duties in more than one department shall have full voting rights in all departments in which he/she serves.

F. College Week

1. Teaching is a profession and this demands that bargaining unit members consider their position at the College as a full-time occupation. The Association recognizes that it, too, is an advocate of this concept. If instances occur where it becomes apparent that a bargaining unit member is violating the spirit and intent of this concept, either the Association or the Administration shall make the facts known to each other and shall jointly recommend appropriate action.
2. Where a full-time bargaining unit member is assigned Saturday classes, his/her work schedule shall be adjusted to insure the equivalent of two (2) days free of classes and other assignments during a calendar week. (These provisions are not applicable to full-time technicians.)
3. Full-time teaching assignments to Saturday classes shall not exceed one semester during any academic year except with the bargaining unit member's approval. (These provisions are not applicable to full-time technicians.)

G. Office Hours

1. Bargaining unit members with teaching assignments shall, as often as possible, consult with students by appointment. Office hours will be determined by the director or supervisor and the bargaining unit members of the individual departments.
2. All full-time bargaining unit members are expected to be available during the college day for consultation with students. Therefore, time shall be set aside during each college day, with the exception of Saturday, for such consultation.
3. Each full-time bargaining unit member is expected to be on campus every day, Monday through Friday, for consultation with students. (It is recognized that effective consultation may take place in other than the formal atmosphere of an office.)

H. Student Advising

The responsibility for assistance in the routine matter of academic advising shall be shared by the bargaining unit members.

I. Registration Period

Registration activities are a necessary prelude to the instructional function of the College and shall be considered an integral part of the full-time bargaining unit responsibilities. The number of full-time bargaining unit members present and the hours they shall serve at registration shall be determined jointly by the full-time bargaining unit member and the director or the supervisor in each department.

J. Sponsorship of Student Activities

Sponsorship of all student clubs and organizations shall be on a voluntary basis.

K. Attendance at College Functions

1. Other than as chaperones and sponsors, attendance at all college functions and activities shall be voluntary, with the exception of commencement exercises as explained below.
2. College-wide Commencement
 - a. For the academic years 1997 to 2000, one third (1/3) of the full-time bargaining unit members from each division will attend commencement. The divisional dean will ask for volunteers to attend. Failure to achieve one third of the full-time bargaining unit members on a voluntary basis will result in the divisional dean

assigning the remaining number (up to one third) to participate. These assignments will be accomplished in alphabetical order.

- b. Newly hired full-time bargaining unit members will attend commencement during their first year of employment.
 - c. Effective with the 2000-01 academic year, all full-time faculty members are required to attend commencement.
- 3. Full-time bargaining unit members attending those college-sponsored functions for which academic attire is required shall have the attire furnished by the College.
 - 4. Full-time bargaining unit members may be asked to serve as chaperones at college functions. In the event a full-time bargaining unit member who has agreed to serve as a chaperone is unable to do so, it will be his or her responsibility to make every effort to find a substitute and notify the Office of Student Life.

L. Secretarial Assistance

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

M. Parking

- 1. The Board will strive to provide adequate parking. The following parking fees will be effective immediately:
 - a. Surface Lots
 - College owned (A, B, C, D, G and H) - No charge - subject to availability
 - b. College Parking Facility
 - (1) Beginning academic year 1998-99 through the 2001 academic year the annual parking charge shall be \$170.00.
 - (2) The annual charge will be pro-rated as follows:
 - (a) Spring semester through summer semester - 75%
 - (b) One semester only (fall or spring) - 50%
 - (c) Summer semester only - 25%

2. The Board 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 Board expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
3. A fee of \$5.00 will be charged for lost cards or for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
4. No bargaining unit member will be permitted to park more than one vehicle on college owned or leased parking lots or facilities at any one time.
5. Associate continuing contract part-time faculty members assigned to teach/work between 8:00 a.m. and 5:00 p.m. during the regular semester will be provided with an annual parking permit.
6. 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.

N. Bargaining Unit Member Facilities

1. Bargaining unit members may have unlimited access to their assigned offices and/or classrooms during the normal hours of operation of the College. If bargaining unit members desire access after 5:00 p.m. on Saturday or Sunday, they should contact the Department of Police and Public Safety to gain admittance. Identification cards will be shown and the bargaining unit members will be required to register when entering and leaving the building. The use of other college facilities for college related activities by the bargaining unit member during normal hours shall be authorized upon approval by the appropriate dean.
2. Use of college-owned computer resources (which encompass voice/video/data) is a privilege extended by Lansing Community College to faculty members as a tool to promote the mission of the College. Faculty member's use of such communication resources shall be in compliance with the College's published "LCC Acceptable Use Policy". Due to their very nature, and in accordance with current case law, voice and e-mail messages created or transmitted with LCC computer resources are not private. However, the College will not monitor the content of information transmitted over the LCC network, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, LCC staff will safeguard the privacy of all parties. Generally, the College will not make the contents of electronic communications available to those

other than the originator and the intended recipient. However, as a public institution, the College may be required to release contents of electronic communications because of laws and regulations. [Excerpted from the "LCC Acceptable Use Policy: 10/26/96", available on-line through the LCC Home page at <http://www.lansing.cc.mi.us>]

O. Safety and Work Space

1. Reasonable effort will be made to assure that bargaining unit members are able to work in safety consistent with good health practices and federal and state laws regarding health and safety. When required, the College will provide first-aid supplies. Emergency procedures will be published for the information of the bargaining unit members.
2. The College shall strive to provide, subject to available resources, reasonable office space of approximately 100 square feet for each full-time bargaining unit member.
3. The immediate supervisor shall strive to assign only one part-time bargaining unit member to an office space of approximately 50 square feet at the same time.
4. If a bargaining unit member has a specific concern regarding the provisions of this section, that concern shall first be presented to the divisional dean or his/her designee. If the concern is not resolved, upon request of the member, the concern will be placed on the agenda of the appropriate committee (e.g. the College Safety and Parking Committee, Divisional Operations Committee, etc.) for consideration at its next meeting.

P. Meetings

1. Bargaining unit members shall attend departmental, divisional, general faculty meetings and other meetings as scheduled and required by their respective director or supervisor, dean, or the President during the working day, Monday through Friday, of the academic year as defined by the academic calendar.
2. Bargaining unit members may recommend to the department director or supervisor items which they feel should be included on a departmental agenda, and he/she is obligated to place the items on the agenda. The agenda shall be limited to items pertaining to departmental functions. Any Association business with which the department members wish to deal shall be done after the completion of the departmental agenda.

Q. New Programs

1. The responsibility for recommending new programs to the Board of Trustees is the responsibility of the President.
2. The responsibility for preparing new program recommendations rests with the administration and the bargaining unit members.
3. The Board recognizes that bargaining unit members contribute greatly to the development of new programs and that a method of communicating these ideas effectively is important.
4. New program proposals shall be recommended to the President by the respective divisional councils or comparable bodies to the divisional deans.

R. Divisional Council Representation

When the individual divisional councils or comparable bodies meet to discuss academic matters, the bargaining unit representation shall be as follows:

One member for every twenty (20) full-time bargaining unit members or major portion thereof.

Each bargaining unit member of the Council will be a voting member.

S. Due Process

1. No bargaining unit member shall be reprimanded, demoted, or discharged without just cause.
2. Complaints received by the Administration against a bargaining unit member which may result in disciplinary action shall be transmitted to the bargaining unit member and the respective director or supervisor as soon as possible, but within not more than ten (10) working days (see Appendix G). Complaints not reported to the bargaining unit member within ten (10) working days are deemed not to be cause for disciplinary action. The bargaining unit member shall be informed of the specifics of the complaint as soon as the administration determines that the complaint has sufficient merit to warrant further investigation.
3. Prior to invoking formal disciplinary action, an investigation of the events surrounding the 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. If it is decided that disciplinary action will be invoked following this hearing, the bargaining

unit member will be notified in writing of the extent of the disciplinary action and the specific reasons for taking such action.

4. The bargaining unit member will have an opportunity to submit written evidence of rebuttal to any charges against him/her and such rebuttal shall become part of his/her record.
5. A recommendation for the discharge from employment of a full-time bargaining unit member for cause shall be made in writing by the President. The bargaining unit member may accept the dismissal for cause or may avail himself/herself of the Grievance Procedure starting at Level Two.

T. Civil Rights

The Board agrees it will not discriminate in terms of salaries and conditions of employment because of religion, race, creed, color, national origin, age, sex, height, weight, marital status, political belief, membership in an employee organization, or handicap as defined by state and federal statutes and regulations.

U. Class Schedules

Prior to the start of each semester, full-time bargaining unit members may submit their desired class schedules to the director or supervisor for consideration regarding class assignments.

V. Employee Achievement

Beginning Spring Semester, 1999, the College and the Association agree that an "Achievement Recognition Program", as developed by the Employee Recognition Committee, shall encompass a service pin celebration, recognition and appreciation of achievements, LCC "Star Gazing" and awareness workshops for both full and part-time bargaining unit members (see Appendix M).

W. Reduction in Staff

1. The Faculty Association recognizes the exclusive right of the Board of Trustees to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made subject to the provisions contained within this Agreement.
2. During a period of impending layoff, the Board agrees to attempt to accomplish staff reduction by natural attrition (such as resignation, retirement, etc.) and will consider requests for voluntary leaves of absence without pay.

3. Prior to any reduction in staff within the M.A.H.E. unit, the Faculty Association will be provided an opportunity to present recommendations to the President or his/her designated representative(s) and the Board of Trustees regarding such reductions for consideration prior to the final decision.
4. Once the area to be affected by staff reduction has been determined, the following process will be used:
 - a. In designated areas, other than those where an entire program may be discontinued, full-time bargaining unit members on a continuing contract having a mean evaluation score for the preceding three (3) years which is one standard deviation or more above the divisional mean will not be affected by a reduction in staff.
 - b. The remaining full-time bargaining unit members to be affected by the reduction in staff, within the designated area, will be ranked in accordance with the following factors:

Number of full-time equated years of work experience
at the College as of the date of layoff, calculated in
accordance with the appropriate provisions of Appendix I

+ 4

x

The mean of all of the available annual individual
evaluation scores for the preceding three (3) years

= total point score

Reductions in staff will be determined based on the total points calculated in accordance with the factors mentioned above. Full-time bargaining unit members with the lowest total point score will be the first to be affected.

5. Full-time bargaining unit members affected by the reduction in staff will be afforded as much notice as possible, but in no event less than forty-five (45) calendar days, prior to the effective date of layoff. Full-time bargaining unit members to be laid off will be informed of existing vacancies for which they may qualify and will be encouraged to apply. The College shall make every effort to place that member in another position within the College for which he/she is qualified.
6. For a period of two years from the effective date of the layoff, no new full-time bargaining unit members will be hired to fill the position vacated

because of a layoff until after the laid off member has been offered the opportunity to return to this vacated position. If the reduction in staff affects more than one (1) full-time bargaining unit member, within a designated area, the bargaining unit member(s) will be returned in the reverse order of the total point score mentioned above.

ARTICLE VII. BENEFITS

(The Benefits section pertains to full-time members of the bargaining unit, unless specified otherwise.)

A. Leaves of Absence

It is generally agreed that a student's education is most enhanced by consistent and continuing contacts with a qualified bargaining unit member. It is recognized, however, that bargaining unit members are occasionally faced with an unavoidable necessity to be absent on a short-term basis. It is also recognized that on these occasions when the bargaining unit member is unable to meet his/her assigned class due to illness, emergency or for other reasons specified in Section A.2 of this Article, he/she will provide as much advance notice as possible to the respective director or supervisor and make every effort to cover the class in question subject to the approval of the director or supervisor. In addition, there are long-term absences which may result in benefits to the individual and/or the College. It is the purpose of this Article to state an orderly and just means of providing for leaves of absence.

All leaves of absence, except for emergency illness and unforeseen emergencies (handled at the discretion of the director or supervisor involved), shall be requested by submitting a form to the administrative official designated by the President. In all instances, except emergencies, approval must be obtained prior to the absence. Requests will be submitted to cover emergency absences, except for illness, as soon as feasible. A statement from a physician in cases of extended illness or child bearing may be requested by the administration at the bargaining unit member's expense.

All requests for extended leave must indicate the designated time for return to duty and are subject to approval by the Board of Trustees. Leaves for emergency illness and for personal, political, professional, and all other reasons are subject to approval by the administrative official designated by the President. Leaves of absence will be deducted from leave time or salary, except as otherwise stated in this Article.

Placement for the returning bargaining unit member in his/her former position will be given priority over the individual(s) hired for his/her replacement in that position. The returning bargaining unit member has the option to return to his/her former position, if the position still exists. Return to duty will always be

contingent upon the availability of another position for which the bargaining unit member is qualified.

As previously stated, it is recognized that full and part-time bargaining unit members are occasionally faced with a necessity to be absent on a short-term basis. During these times, bargaining unit members are encouraged to exchange classes with a qualified colleague, subject to the approval of the immediate supervisor.

If this alternative is not available, the bargaining unit member may seek a substitute, subject to the approval of the immediate supervisor, to teach his/her class.

It will not be considered an absence when any bargaining unit member is on college business requested and approved by the College.

1. Sick Leave

a. Full-time Bargaining Unit Members

Leave time will be granted to the member at the rate of four (4) days per regular semester, including summer. Leave time will be credited in advance to the bargaining unit members each college year. Unused leave time may be accumulated to a total of 150 days. A statement of available leave time will be provided to each member on his/her statement of earnings and deductions following the opening of the academic year. Such statement will include accumulated leave time and the additional leave time credited for the current academic year. In the event a member leaves the College prior to the close of the academic year, but after having used leave time granted in advance, a deduction for the unearned portion of the contract will be made from the member's final pay. Members of the bargaining unit may draw days from their personal accumulation of sick leave until they become eligible for long term disability insurance (maximum of 90 consecutive calendar days).

The Board shall establish an Association sick-leave bank by multiplying the number of full-time members in the bargaining unit by one and one-half (1.5) days per year. Bank days shall not accumulate to more than 350 days. Members of the bargaining unit may draw on the leave bank after twenty (20) consecutive days of absence and after exhausting their personal accumulation of sick-leave days. After qualifying, members may draw days from the leave bank until they become eligible for long term disability insurance. The Executive Director of Human Resources shall administer usage of the sick-leave bank. Once the supply of days has been exhausted, it will not be replenished during that academic year.

- b. Part-time bargaining unit members who have completed the equivalent of nine (9) semesters of employment will be credited with the following schedule for personal sick leave:

1 - 64 hours/semester	4 hours of sick time/semester
65 - 128 hours/semester	8 hours of sick time/semester
129+ hours/semester	12 hours of sick time/semester

This sick leave shall be credited at the start of the semester in which the member meets the above criteria and shall accumulate from semester to semester and shall not exceed a maximum of 32 contact hours at any one time.

Part-time bargaining unit members earning sick leave as of November 30, 1994 shall continue to accrue sick leave on the above schedule regardless of whether they met the above criteria.

- c. Illness and/or Emergency (Part-time faculty with teaching assignments)

If a part-time faculty member has no sick leave and is unable to meet his/her assigned class due to illness or an emergency and:

- 1) he/she provides at no additional expense to the College a substitute from a list mutually agreed upon in advance by the part-time faculty member and his/her director or supervisor and the class is met,

OR

- 2) he/she makes up the class in a manner mutually satisfactory to the part-time faculty member and his/her director or supervisor,

the part-time faculty member shall suffer no loss in compensation.

In the event a part-time faculty member is unable to meet his/her assigned class and he/she does not come under either of the situations set forth above, his/her compensation, prorated for the period of his/her absence, shall be withheld.

- d. Full-time and eligible part-time bargaining unit members shall be entitled to leave in accordance with the Family and Medical Leave Act Regulations, Appendix L.

2. Leaves for Personal Reasons

Paid personal leave will be granted for the purposes listed below to the extent indicated. Maximums indicated are for each occurrence.

- a. Full-time Bargaining Unit Members--The following leave days are chargeable to sick-leave time for the days indicated:
- 1) Routine Medical Attention: Where dental or medical attention cannot be scheduled outside of college time, necessary time off will be granted. (Minimum of 1/2 day.)
 - 2) Death of a member of the non-immediate family. (3 days)
 - 3) Court subpoena or summons not resulting from employment at the College. (As required by the court.)
 - 4) Income tax investigation. (1 day)
 - 5) Graduation of the bargaining unit member, spouse, son or daughter. One (1) day if in Michigan, or up to three (3) days outside of Michigan.
 - 6) Marriage of the bargaining unit member, two (2) days; son or daughter, one (1) day.
 - 7) Personal leave for two (2) days per year maximum for reasons other than those listed above.
 - 8) 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.)
- b. Full-time Bargaining Unit Members--The following leave days are not chargeable to sick-leave time for the days indicated:
- 1) Critical illness of a member of the immediate family which requires the presence of the bargaining unit member. Immediate family will include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, and daughter-in-law. (5 days) "Critical illness" is defined as life threatening.
 - 2) Death in the immediate family. (Same definition of immediate family.) Up to five (5) days per year maximum, for the purpose of attending the funeral or making the necessary arrangements.

- 3) Court subpoena or summons resulting from employment at the College when the Board and the bargaining unit member(s) are on the same side of the lawsuit. A full-time bargaining unit member who has been employed by Lansing Community College for at least one year and who is summoned and reports for jury duty shall be paid at his/her regular daily salary rate for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the College. All jury duty fees received (not including travel allowances or reimbursement for expenses) shall be turned over to the College.

The College's obligation to pay a bargaining unit member for jury duty is limited to a maximum of sixty (60) days in any calendar year.

The provisions of this Article are not applicable to an bargaining unit member who, without being summoned, volunteers for jury duty.

- c. Death in the immediate family--[part-time laboratory technicians and part-time librarians who have satisfactorily completed the equivalent of nine (9) semesters of employment in their respective positions as eligible members of the Faculty Association bargaining unit; and associate continuing contract part-time faculty members]

Immediate family will include mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Two (2) days maximum allotted time which shall not be chargeable to sick leave time.

- d. Jury Duty--(associate continuing contract part-time faculty members)

An associate continuing contract part-time faculty member who is summoned and reports for jury duty during a semester when he/she would have otherwise been scheduled to work shall receive the same pay he/she would have received if he/she had not been summoned for jury duty. All jury duty fees received (not including travel allowances or reimbursement for expenses) during those days when he/she would have been scheduled to work shall be turned over to the College.

The College's obligation to pay a member for jury duty is limited to a maximum of sixty (60) days in any calendar year.

The provisions of this Article are not applicable to a member who, without being summoned, volunteers for jury duty.

3. Sabbatical Leave/Professional Development Leave (Full-Time Bargaining Unit Members)

The purpose of a sabbatical leave/professional development leave is to enhance the bargaining unit member's professional competence. All such leaves shall not only be of value to the bargaining unit member but also clearly benefit the College. Sabbatical leaves/professional development leaves may be granted for advanced study, research, writing or cognate pursuits.

- a. Requests for sabbatical leave/professional development leave shall be filed with the College-wide Human Resources Office using the "Sabbatical Leave/Professional Development Leave Request Form" by February 1 prior to the commencement of the leave in the following academic year. All requests must be reviewed by the appropriate director or supervisor and the divisional dean prior to being forwarded to the college-wide sabbatical leave committee.
- b. Bargaining unit members requesting a sabbatical leave/professional development leave shall include the following information with their request:
 - 1) A statement of the purpose of the leave including the activities to be undertaken with time lines for completion in order to achieve the purpose.
 - 2) A method of evaluating the accomplishments.
 - 3) A statement of the value of the leave to the applicant.
 - 4) A statement of the value of the leave to the College.
- c. All requests for sabbatical leave/professional development leave shall be reviewed by the college-wide sabbatical leave committee consisting of five (5) bargaining unit members and two (2) administrators serving as regular committee members with two (2) alternates (one bargaining unit member, one administrator) who will serve as active members when needed for a quorum.

In the event a member of this committee requests a sabbatical leave, that person shall withdraw his/her membership from the committee prior to the submission of the request and for the duration of the leave, if approved.

- d. The college-wide sabbatical leave committee shall review each sabbatical leave request. It may request additional or supplemental information from the applicant in order to evaluate the merit of the request. If the committee feels that a conference with an applicant would be helpful, it shall have the prerogative to schedule such an interview. The committee shall either recommend or not recommend each request to the President. If it chooses to recommend each request, it shall provide a written statement, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If the committee rejects a request, reasons will be stated in writing and forwarded to the bargaining unit member.
- e. Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College and to the applicant. The decision of the committee shall be based on, but not limited to, the following criteria:
- 1) The merit of the application.
 - 2) The extent to which the request states specific deadlines and educationally constructive objectives.
 - 3) The extent to which a leave could 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) Reasonable and equitable distribution of leaves across the College in accordance with the established quotas referenced in paragraph g, below.
 - 5) Contributions of the applicant to the College.
 - 6) Length of service of the applicant.
- f. The college-wide sabbatical leave selection committee shall forward requests which they have endorsed to the President. Requests receiving the President's endorsement shall be forwarded to the Board of Trustees for action.
- g. The number of full-time bargaining unit members eligible to participate in a sabbatical leave/professional development leave shall be thirteen (13) per year.
- h. Bargaining unit members shall be eligible for sabbatical leave/professional development leave after each six (6) years of continuous service at the College.
- i. The sabbatical leave/professional development leave shall be no longer than a period of two (2) consecutive semesters.

j. The salary for the sabbatical leave/professional development leave will be:

1) for the academic years 1997-2000:

Full Pay - One semester - Fall, Spring or Summer
2/3 Pay - Two semesters - Spring and Summer only
1/2 Pay - Fall and Spring Semesters only

2) for the academic year 2000-01:

Full Pay - One semester - Fall or Spring
1/2 Pay - Fall and Spring Semesters

Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught at the College during such period. For the academic years 1997-2000 only, during a one semester summer leave, the bargaining unit member will be reimbursed by the College for pre-approved reasonable expenses up to \$1,000 subject to the approval of the divisional dean.

k. No leaves whatsoever shall be granted for the taking of employment for pecuniary advantage elsewhere. This does not preclude the acceptance by a bargaining unit member of a grant or fellowship during the sabbatical leave/professional development leave.

l. A bargaining unit member granted a sabbatical leave/professional development leave shall be responsible for accomplishment of the stated objectives of the leave. Each faculty member approved for a sabbatical leave shall meet with a member of the committee at least one month prior to the commencement of the leave and prepare a report signed by both the faculty member and the committee member restating the objectives of the leave and requirements and timelines for any required interim reports and the final report. Under most circumstances the final report shall be due within thirty (30) days of the end of the leave.

If, during the term of the leave, circumstances beyond the control of the faculty member and the College cause the faculty member to be unable to accomplish the stated objectives of the leave, the faculty member shall meet with the sabbatical leave committee to agree upon alternate objectives. Upon expiration of the leave, the bargaining unit member shall provide a written report to the committee, along with such other documentation as the college-wide committee may desire, so that the committee may evaluate

the success of the leave and provide a written report to the President.

- m. A bargaining unit member who receives a sabbatical leave/professional development leave shall return to the College for a period of one year or refund, on a prorated basis, the full salary and cost of employee benefits received during the leave period.
- n. Retirement credit for sabbatical leaves will be paid by the College after the bargaining unit member returns to work for one year following the leave. The bargaining unit member must make application for credit and submit the billing received from the Michigan Public School Employees Retirement System (MPERS). Full-time bargaining unit members participating in a sabbatical leave/professional development leave will not be disadvantaged in the MPERS plan as a result of such participation, subject to State law and regulations.

4. Unpaid Leaves of Absence (Full-time Bargaining Unit Members)

A bargaining unit member on unpaid leave shall retain all credits toward sabbatical leave/professional development leave and personal leaves, but shall not accrue additional credits while on leave, except as otherwise provided. He/she may continue to participate in other benefits for the period of the leave by paying the cost of these benefits. Incremental credits will be allowed for up to one (1) year unless otherwise specified.

- a. **Extended Illness:** Request for this type of leave may be initiated by the member or his immediate family where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one (1) year after all accumulated leave has been used. A written request may be submitted to the President via the Executive Director of Human Resources at least six (6) weeks prior to the expiration of the original leave.
- b. **Child Bearing or Adoption:** 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 ninety (90) days prior to the expected birth or adoption of the child. Return to duty will be requested by the bargaining unit member in writing to the administrative official designated by the President.

A written request may be submitted for a one (1) year extension. The request shall be submitted to the President via the Executive Director of Human Resources at least six (6) weeks prior to the expiration of the original leave.

- c. **Military Leave:** Request for unpaid military leave should be made within one (1) week of receipt of orders to report for active duty, whether by induction, enlistment, or call-up of Reservists or National Guard Personnel. The leave shall be for the period of required active duty. Placement of returning members from active military leave will be handled in accordance with current Federal regulations governing military leaves. Incremental credits will be allowed.
- d. **Peace Corps:** An unpaid leave may be granted for one (1) tour of duty served as a member of the Peace Corps. One (1) year of incremental credits will be allowed.
- e. **Overseas Teaching:** An unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. No incremental credits will be allowed.
- f. **Professional Leave of Absence:**
 - 1) A leave of absence of up to one (1) year may be granted to a member upon application for the purpose of advanced study in his/her own discipline or subjects pertaining to the theory of learning, or for work experience in his/her field, or in other areas, if agreeable to the member and the administration. The Board may extend such leave beyond the one (1) year limit if it so desires. Incremental credit will be allowed. Such request shall be made ninety (90) days prior to the commencing day of the leave.
 - 2) A leave of absence of up to one (1) year may be granted to a member upon application for the purpose of serving as an officer of any professional association or on its staff, including the Michigan Association for Higher Education-National Education Association. The Board may extend such leave beyond the one (1) year if it so desires. No incremental credit will be allowed. Such request shall be made ninety (90) days prior to the commencing day of the leave.
- g. **Political:** An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office provided, however, that there shall be no disruption of classes and that the leave shall commence prior to the beginning of a regular semester. Forty-five (45) days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

B. Admission to Lansing Community College Courses

1. Full-time Bargaining Unit Members

Full-time bargaining unit members will be granted tuition scholarships for courses they desire, so long as there is no conflict with their own assignment. Current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, of full-time bargaining unit members at Lansing Community College (including biological children and legally adopted children who are dependents of one of the parents) will be granted tuition scholarships for courses for which they meet entrance requirements.

2. Non-associate Continuing Contract Part-time Faculty Members

Part-time faculty members, part-time technicians, and part-time librarians will be granted tuition scholarships for courses at Lansing Community College during the semesters in which they are working so long as there is no conflict with their own assignments. Scholarships shall be limited to a maximum of twelve (12) credit hours per semester.

3. Associate Continuing Contract Part-time Faculty Members

Part-time faculty members, part-time technicians, and part-time librarians and their current spouse and dependent children will be granted tuition scholarships for courses at Lansing Community College during the semesters in which they are working so long as there is no conflict with their own assignments. Current spouse and dependent children are as defined by the Internal Revenue Service for income tax purposes and include biological children and legally adopted children who are dependents of one of the parents. Scholarships shall be limited to a maximum of twelve (12) credit hours per semester per family.

After completing the equivalent of nine (9) semesters of teaching, part-time faculty will be entitled to a maximum of twelve (12) credit hours per semester per family of tuition free courses during any of the fall, spring and summer semesters providing they have reasonable assurance that they will be scheduled to teach at least one semester during the academic year. If a part-time faculty member does not teach for any semester during a particular academic calendar year following the achievement of the equivalent of nine (9) semesters of employment, the faculty member will not be eligible for this benefit during that academic year. The benefit will be reinstated when the faculty member is re-employed as a part-time faculty member.

4. Students referred to in 1, 2 and 3 above, as well as dependents of other full-time staff members of Lansing Community College (including husband, wife or children), will not be included in meeting the maximum class sizes mentioned in Article VI, Section B, of this Agreement. It is recognized, however, that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

C. Physical Examinations

Pre-employment physical examinations shall be paid for by the Board. Selection of the person to conduct the examination shall be made by the College. If the member desires to select his/her own physician, it shall be at his/her own expense.

D. Benefits (Summary Sheet)

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.

1. Life Insurance--\$50,000 plus Accidental Death and Dismemberment.
2. Hospitalization

a. Full-time Bargaining Unit Members

The College will provide full-time bargaining unit members with Blue Cross/Blue Shield hospitalization coverage, including the following items: \$150/\$300 deductible, semi-private room, comprehensive hospitalization, Master Medical Certification, National Reciprocity Program, Individual Case Management, D45NM, FAERC, VST, PD (\$5.00 co-pay), MMC2, MVF-2, XF, PPNV, COB3, OPC, CC, DC, SD and ML.

In lieu of such coverage, full-time bargaining unit members may, within an initial 30-day period, elect Blue Care Network (BCN) or Physician's Health Plan (PHP). Whichever insurance plan the member chooses shall remain in effect for the duration of the plan year unless 1) the member chooses a different plan during open enrollment, or 2) the College otherwise agrees to permit the member to change coverage at other times.

Annual open enrollment periods will be so designated by the Human Resources Department. The following amounts shall be contributed monthly by members through payroll deductions toward the premiums charged for the type of hospitalization insurance selected (single subscriber, two person or full family).

The following amounts shall be in effect until the first day of the month following the open enrollment period, Fall of 1999.

	Blue Cross/ Blue Shield	Physicians' Health Plan	Blue Care Network
Single Subscriber	\$10.27	\$23.11	\$27.72
Two Person	\$21.39	\$48.83	\$58.09
Full Family	\$24.06	\$55.10	\$65.94

Below are the rates which will be in effect at the completion of the Open Enrollment period, Fall, 1999 (anticipated effective date, November 1, 1999)**

	Blue Cross/ Blue Shield	Physicians' Health Plan	Blue Care Network
Single Subscriber	\$31.22	\$23.19	\$11.22
Two Person	\$69.37	\$48.81	\$23.37
Full Family	\$97.29	\$55.11	\$26.29

**If the College and the Association subsequently agree to the recommendations of the Healthcare Task Force, the recommended changes will be entered into a Letter of Agreement. It is intended that these recommendations will supersede the rates described above.

- 1) Members of the bargaining unit with an effective date of hire on or after August 24, 1999 who select the health insurance plan with the highest cost premium shall contribute monthly the "BCN" amount above plus the difference in cost between the premium of the BCN plan and the premium of the highest cost plan or the amount above for the plan selected, whichever is greater.
 - 2) The College and Association agree to reopen negotiations on Article VII.D.2.a. on March 1, 1999 if the total 1999-2000 health care costs for the bargaining unit (adjusted for increases in the number of bargaining unit members), based on rate renewal from the health insurance carriers, is projected to increase in excess of 8% over health care costs for 1998-99.
 - 3) Half of the savings in health care costs for the bargaining unit that result from the work of the Healthcare Task Force shall be returned to the bargaining unit in the form of reductions in the contributions paid by bargaining unit members.
- b. Payment in Lieu of Hospitalization -- Full-time Bargaining Unit Members

Effective January 1, 1991, all full-time bargaining unit members are eligible to receive an \$80 monthly payment in lieu of receiving college sponsored hospitalization insurance.

Eligible members may opt for this plan at any time during the year. Once elected, members 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.

Members interested in participating in this concept should notify the Human Resources Department to complete the necessary paperwork.

c. All Full-time Bargaining Unit Members

The College shall implement a Section 125 salary reduction plan for all eligible bargaining unit members to include employee contributions toward the premium of hospitalization insurance. The College shall establish flexible spending accounts for unreimbursable medical, dental and optical expenses and dependent care expenses for eligible bargaining unit members by October, 1998.

d. Part-time Bargaining Unit Members

Part-time faculty members, part-time librarians, and part-time laboratory technicians who have completed the equivalent of nine (9) semesters of employment may participate in the College's PHP or BCN hospitalization plan by paying the regular monthly premiums for single subscriber, two person or full family coverage. These monthly payments will be handled through the payroll deduction process. Participation in a hospitalization plan may occur during the designated open enrollment period or during the month following the completion of the equivalent of nine (9) semesters of employment.

Continuation of coverage during the summer semester, if not actively employed during that semester, may be accomplished through direct payments to the Human Resources Department.

3. Dental Insurance

The College will provide at no cost to full-time bargaining unit 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.

Part-time bargaining unit members who have completed the equivalent of nine (9) semesters of employment may participate in the College's dental plan by paying the regular monthly premiums. These payments will be handled through the payroll deduction process.

4. 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, 1990, No. 809-0014. The Board of Trustees reserves the right to name the provider through a competitive bid process. The schedule of benefits may be obtained through the Human Resources Department.

Part-time bargaining unit members who have completed the equivalent of nine (9) semesters of employment may participate in the College's vision plan by paying the regular monthly premiums. These payments will be handled through the payroll deduction process.

5. Liability Insurance

The College shall name all active full-time and part-time bargaining unit members while acting within the scope of their college duties, as additional insureds within the college's general liability insurance policies. The limits of liability shall be in the following amounts:

Basic Policy:

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

6. Long Term Disability Insurance (LTD)

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.

7. Tax Deferred Annuities

Bargaining unit members' contribution.

8. College Travel

The rate of reimbursement for travel authorized by an approved travel request will be as follows:

- a. by car, the effective rate established by the Internal Revenue Service, not to exceed coach air rates over the most direct route, or
- b. by commercial carrier, the actual cost.

9. Retirement

Retirement of bargaining unit members will be handled in accordance with the regulations established by MPERS 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 (MPERS) 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 N)

10. The College will provide its hospitalization, dental insurance, life insurance and long term disability coverage up to the beginning of the following academic year for bargaining unit members who have completed their work assignments for the fall and spring semesters, unless a terminating bargaining unit member is provided coverage through his/her new employer.

E. Professional Publications and/or Organizations

Each full-time bargaining unit member may draw up to \$50 per year for subscriptions to professional or technical publications related to the bargaining unit member's area of preparation or for membership in professional organizations other than those engaged in collective bargaining.

F. Holidays

1. Full-time Bargaining Unit Members

- a. If any of the following five holidays--Labor Day, Thanksgiving, the day after Thanksgiving, Martin Luther King, Jr. Day or Independence Day--falls during the full-time bargaining unit member's term of assigned employment, it shall be a paid holiday and count as part of the week in which it occurs. Effective with the 2000-2001 academic year, Memorial Day shall be a paid holiday and Independence Day shall no longer be considered a paid holiday.
- b. Laboratory technicians who are employed on a fifty-two (52) week basis will be paid for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Two (2) additional days off with pay, 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. Part-time Bargaining Unit Members

If Martin Luther King, Jr. Day, Independence Day or Labor Day falls on a day which would have otherwise been an assigned work day (Monday through Friday) during the semester in which a part-time bargaining unit member is employed, the part-time bargaining unit member shall be compensated at the same rate as though he/she had worked on the scheduled holiday.

G. Employee Assistance Program

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

ARTICLE VIII. GRIEVANCE PROCEDURE

A. 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

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

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 Executive 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 Association for Higher Education, appropriate director or supervisor, and the Executive 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 transmitted within ten (10) working days

thereafter by the member to the Executive 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 Executive 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 Executive Director of Human Resources or the Association. 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

- 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 transmitted within ten (10) working days thereafter by the bargaining unit member to the President, 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.
- 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 or his/her designee to discuss the issues. The aggrieved may be present and shall be present at the request of either the President 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

- a. If the decision of the President 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 will be scheduled so as not to conflict with the bargaining unit member's regularly assigned classes. 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 IX. EMPLOYMENT PRACTICES

A. Continuing Contracts -- Full-time Bargaining Unit Members

1. Each member shall be issued a continuing contract after three (3) years of satisfactory teaching or performance at the College and shall be granted the title of Professor.
2. In the event a member on a continuing contract is not to be offered a contract for the following year, he/she will be notified in writing by December 31. He/she will then have recourse to the Grievance Procedure starting at Level Two.

B. Temporary Contracts -- Full-time Bargaining Unit Members

1. The purpose of a temporary contract is to fill positions which 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 therefor.
2. A temporary contract shall be issued for a period of time not to exceed one year. A temporary contract may be renewed if the original conditions for the contract still prevail.
3. In the event a temporary contract is not renewed but the member is rehired, he/she shall continue as a probationary member for the normal probationary period less the time spent on the temporary contract.
4. If the College, in its discretion under the provisions above, decides to issue another temporary contract to a full-time bargaining unit member after the bargaining unit member has completed three (3) years on temporary contracts, the bargaining unit member shall be granted the title of Professor.

C. Probationary Contracts -- Full-time Bargaining Unit Members

New full-time members who are not issued a temporary contract will be issued a probationary contract for each year during their three-year probationary period. In the event a member on a probationary contract is not offered a probationary contract for his/her second or third year, he/she will be notified in writing by April 15. In the event a member on a probationary contract is not to be offered a continuing contract after his/her third year, he/she will be notified in writing by the end of his/her sixth (6th) regular academic semester (excluding summer semesters). Thereafter, the member will be offered a temporary contract for at least one, but not exceeding two, regular academic semesters (summer semesters excluded). This temporary contract will not be renewed.

- D. The College shall annually during Fall semester, provide each bargaining unit member notification of annual base salary, total salary and number of contract days to be worked.

E. Employment Termination Notification Procedure

A full-time bargaining unit member must notify the Board no later than April 15, of his/her intention to terminate employment.

F. Part-time Faculty with Teaching Assignments--Employment Practices and Procedures

1. During each semester, the College will strive to inform currently employed part-time faculty, who so request, as to their subsequent semester employment prospects as early as is practicable.
2. This procedure will not prejudice the director's or supervisor's prerogative to recruit new part-time bargaining unit members.
3. Lists of Part-time Bargaining Unit Members with Teaching Assignments
Refer to Article V, Section I-2.
4. After the equivalent of nine (9) semesters of satisfactory teaching at the College, each academic year thereafter a part-time faculty member shall be offered an associate continuing contract for the next academic year, unless given notice as stated below. Issuance and fulfillment of such an associate contract shall be contingent on course offerings, full-time bargaining unit member's scheduling needs, and student enrollment, and shall be only for those courses which the faculty member taught at the College during the previous academic year, provided that this shall not prevent the director or supervisor from offering associate part-time faculty members courses which they have not previously taught. Except as provided herein, the director or supervisor shall continue to have the prerogative of recruiting new part-time faculty members. In the event such an associate continuing contract faculty member is not to be issued a contract for the following academic year, he/she will be notified in writing by the end of the fourteenth (14th) week of the spring semester. In determining whether an associate faculty member has taught the equivalent of nine (9) semesters, only those teaching assignments commencing with the Fall Term 1973 shall be considered. Any grievance regarding this section may be commenced at Level Two of the grievance procedure.
5. If a non-credit course in BCI is offered to an associate continuing faculty member who has attained that status as of Fall 1998, in order to complete the College's obligation in accordance with section 4 above, the faculty member shall be paid at their current hourly rate. This provision shall only apply for the first BCI course assigned and only if no credit courses are assigned to the faculty member.
6. If a course section scheduled to be taught by a part-time faculty member with an associate continuing contract is canceled at the beginning of a semester, the affected member shall be scheduled to teach another section of the same course scheduled to be taught by a part-time faculty

member who does not have an associate continuing contract provided that the following conditions are met:

- a. The cancellation of the course section would leave the affected member without any teaching assignment;
- b. The affected member's average overall student evaluation score in the program is at or above 4.0 on the most recent available evaluation report;
- c. Such scheduling must be completed no later than the second class meeting.

If the affected member's average overall student evaluation score in the program is below 4.0 on the most recent available report, then the College may, but is not required to, schedule the affected member to teach another section of the same course scheduled to be taught by a part-time faculty member who does not have an associate continuing contract.

G. Non-Renewal Grievances

1. Non-renewal of a full-time probationary contract shall not be subject to any "just cause" provision of this Agreement and shall not be grievable.
2. Non-renewal of a full-time temporary contract shall not be subject to any "just cause" provision of this Agreement and shall not be grievable.
3. Non-renewal of a contract for a part-time faculty member without associate continuing contract status shall not be subject to any "just cause" provision of this Agreement and shall not be grievable.

ARTICLE X. ASSOCIATION MEMBERSHIP

A. Agency Shop - Full-time Bargaining Unit Members

Any full-time 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 insure that non-members pay their fair share of the financial support of the Association and the costs of providing services.

B. Modified Agency Shop - Part-time Bargaining Unit Members

Any associate continuing contract part-time faculty member, part-time librarian, or part-time laboratory technician, who has completed the equivalent of nine (9) semesters of employment and had not completed the equivalent of nine (9) semesters of employment as of September 13, 1990, and 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 of completing the ninth (9th) semester of employment, shall, as a condition of employment, join the Association and pay the dues uniformly required 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 insure that non-members of the Association pay their fair share of the financial support of the Association and the costs of providing services. The Association shall notify all potential members of the requirements of this paragraph B prior to implementing the provisions of Article XI, paragraph B. The provisions contained within this paragraph B shall not apply to full-time administrators or full-time support staff who may otherwise be eligible for inclusion in the bargaining unit.

C. Maintenance of Membership - Part-time Bargaining Unit Members

Any part-time bargaining unit member who voluntarily joins the Association, shall, as a condition of employment, continue and remain as a member of the Association in good standing for the duration of this Agreement. Good standing shall be defined to mean the obligation to tender all periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. In the event that such a part-time faculty member, part-time laboratory technician, or part-time librarian shall not pay such amount directly to the Association, or authorize payment through payroll deductions as provided in Article XI, paragraph A, the Board may cause the termination of employment of such part-time faculty member, part-time laboratory technician, or part-time librarian. The parties expressly recognize that the failure of any such employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

ARTICLE XI. ASSOCIATION CHECK-OFF

A. 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 between June 1 and September 1 of any year.

B. Involuntary Check-Off

In the event a bargaining unit member referred to in Article X, paragraphs A and B does not pay the required Association dues or service fees directly to the Association or through payroll deduction as in paragraph A of this Article, the Association President may authorize such payroll deduction for said member or employee. 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 paragraph B. 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.

C. Payroll Deductions

1. Full-time Bargaining Unit Members

Pursuant to proper authorization from the member, the Board shall deduct one-tenth (1/10) or other designated portions of such dues or fees at regular intervals, as agreed upon by the parties hereto.

2. Part-time Bargaining Unit Members

The Association shall provide the College with a list containing names, deductions, and effective dates for such deductions.

ARTICLE XII. AGREEMENT EFFECTUATION

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-law provisions of the Association heretofore in effect. All bargaining unit contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be provided by the Board to all members. One hundred extra copies shall be provided to the Association.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII. AGREEMENT INTERPRETATION

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the representative of the President of the Association and the Executive Director of Human Resources shall meet on the initiation of either party to determine provision interpretation and/or remedial procedures required. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association Senate by the President of the Association and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Executive Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE XIV. PROFESSIONAL COMPENSATION

- A. Full-time Bargaining Unit Members
1. Full-Time Laboratory Technicians
 - a. The 1997-98 annual salary shall be increased by 3%.
 - b. The 1998-99 annual salary shall be increased by 3%.
 - c. The 1999-2000 annual salary shall be increased by 3%.
 - d. The 2000-01 annual salary shall be increased by 3%.
 2. Full-Time Bargaining Unit Members EXCEPT Full-Time Laboratory Technicians
 - a. The 1997-98 annual salary shall be increased by 0%.
 - b. The 1998-99 annual salary shall be increased by 3%. An additional one-time salary payment of \$1,500, not added to the base salary, shall be made upon ratification of the Agreement by the College and the Association.
 - c. The 1999-2000 annual salary shall be increased by 2.5%.
 - d. The 2000-01 annual salary shall be increased by 2%. (190 workdays)

B. Part-time Bargaining Unit Members

1. The 1997-98 actual hourly rate shall be increased by 0% over the 1996-97 hourly rate.
2. The 1998-99 actual hourly rate shall be increased by 7% over the 1997-98 hourly rate.
3. The 1999-2000 actual hourly rate shall be increased by 3% over the 1998-99 hourly rate.
4. The 2000-01 actual hourly rate shall be increased by 3% over the 1999-2000 hourly rate.

C. Degree Recognition--Full-time Bargaining Unit Members

1. Full-time bargaining unit members who obtain a related academic degree after January 1, 1991 and subject to the approval of the director or supervisor, the divisional dean and the Executive Director of Human Resources, will have their annual salaries adjusted following the submission of an official transcript from a regionally accredited institution. Annual salaries will be adjusted in accordance with the following schedule:

<u>Degree Attained</u>	<u>Annual Salary Adjustment</u>
Bachelor's degree or equivalent (including a second Bachelor's, BFA, BSN, B+CPA, B+30 hrs)	Increase of \$200 per year
Master's degree or equivalent (including a second Master's, MSN MBA, MFA, MA+CPA, M+30 hrs, MSW)	Increase of \$300 per year
Doctorate degree or equivalent (including a second Doctorate, JD, DA, EdD, EdS)	Increase of \$400 per year

2. A faculty member who receives an annual salary adjustment for B+30 hours shall not receive another adjustment of \$300 per year upon attaining a Master's degree in the same field as the B+30 hours. Instead, the faculty member shall receive an additional annual adjustment of \$100 per year.
3. A faculty member who receives an annual salary adjustment for M+30 hours shall not receive another adjustment of \$400 per year upon attaining a Doctorate in the same field as the M+30 hours. Instead, the faculty member shall receive an additional annual adjustment of \$100 per year.

D. Degree Recognition--Part-time Bargaining Unit Members

Subject to the approval of the director or supervisor, the divisional dean and the Executive Director of Human Resources, hourly rates of pay for part-time bargaining unit members will be adjusted following the attainment and submission of an official transcript demonstrating a related academic degree obtained after January 1, 1991 from a regionally accredited institution. Hourly rates of pay will be adjusted in accordance with the following schedule and will be effective at the beginning of the semester following the date of approval.

<u>Degree Attained</u>	<u>P.t. Faculty Adjustment in Hourly Rate</u>	<u>P.t. Librarian and P.t. Lab. Tech. Adjust. in Hrly Rate</u>
Bachelor's degree or equivalent (including a second Bachelor's)	Increase of \$.50/hr	Increase of \$.25/hr
Master's degree or equivalent (including a second Master's)	Increase of \$.75/hr	Increase of \$.35/hr
Doctorate degree or equivalent (including a second Doctorate)	Increase of \$1.00/hr	Increase of \$.50/hr

ARTICLE XV. DECLARATION OF GOOD FAITH

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

- A. 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 a bargaining unit member from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the member's duties of employment) for any purpose whatsoever.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive

officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.

- B.
1. The Association will not support the action of any member taken in violation of this Article.
 2. Violation of this Article by any member or group of members will constitute just cause for discharge and/or the imposition of discipline or penalties.
 3. The College will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.
- C. The parties acknowledge that when changing the word "term" in the 1990-93 Master Agreement to "semester" in the 1993-94 transition year Agreement and subsequent agreements, other provisions need to be changed to remain consistent. These changes should be made so that no advantage is gained by either party.

ARTICLE XVI. DURATION OF AGREEMENT

This Agreement shall be effective as of August 19, 1997 and shall continue in effect until midnight, August 19, 2001. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

ASSOCIATION

By: s/Ronald Nichols
Chair

By: s/Stephen L. Vossler
Bargaining Chair and President

By: s/Olga Holden
Secretary

By: s/Tom Ferris
MEA Uniserv Director

APPENDIX A

LANSING COMMUNITY COLLEGE

ACADEMIC CALENDAR

1997-98

Fall Semester, 1997

Preparation, Records, Assessment, Advising & Placement	(2)	August 19 & 20
Classes Begin		August 21
Labor Day	(1)	September 1
Thanksgiving	(2)	November 27 & 28
Last Class Day	<u>(79)</u>	December 14
	84	

Spring Semester, 1998

Kick-off Week—Preparation, Records Assessment, Advising & Placement	(5)	January 5 - 9
Classes Begin		January 10
Martin Luther King, Jr. Holiday	(1)	January 19
Spring Break		March 9-15
Last Class Day	(79)	May 8
Graduation	<u>(1)</u>	May 9
	86	

Summer Session, 1998

Classes Begin		June 5
Independence	(1)	July 3
Last Class Day	<u>(40)</u>	July 31
	41	

Upon mutual agreement by the parties, these specific dates may be changed to meet enrollment needs and other needs of the College.

APPENDIX B

LANSING COMMUNITY COLLEGE

ACADEMIC CALENDAR

1998-99

Fall Semester, 1998

Preparation, Records, Assessment, Advising & Placement	(2)	August 25, 26
Classes Begin		August 27
Labor Day	(1)	September 7
Thanksgiving	(2)	November 26, 27
Last Class Day	<u>(79)</u>	December 20
	84	

Spring Semester, 1999

Kick-off Week—Preparation, Records, Assessment, Advising & Placement	(5)	January 4-8
Classes Begin		January 9
Martin Luther King, Jr. Holiday	(1)	January 18
Spring Break		March 8-14
Last Class Day	(79)	May 7
Graduation	<u>(1)</u>	May 9
	86	

Summer Session, 1999

Classes Begin		June 7
Independence Day	(1)	July 5
Last Class Day	<u>(40)</u>	August 2
	41	

Upon mutual agreement by the parties, these specific dates may be changed to meet enrollment needs and other needs of the College.

APPENDIX C

LANSING COMMUNITY COLLEGE

ACADEMIC CALENDAR

1999 - 2000

Fall Semester, 1999

Preparation, Records, Assessment, Advising & Placement	(2)	August 24, 25
Classes Begin		August 26
Labor Day	(1)	September 6
Thanksgiving	(2)	November 25, 26
Last Class Day	<u>(79)</u>	December 19
	84	

Spring Semester, 2000

Kick-off Week—Preparation, Records, Assessment, Advising & Placement	(5)	January 3-7
Classes Begin		January 8
Martin Luther King, Jr. Holiday	(1)	January 17
Spring Break		March 6-12
Last Class Day	(79)	May 5
Graduation	<u>(1)</u>	May 7
	86	

Summer Session, 2000

Classes Begin		June 6
Independence Day	(1)	July 4
Last Class Day	<u>(40)</u>	August 1
	41	

Upon mutual agreement by the parties, these specific dates may be changed to meet enrollment needs and other needs of the College.

APPENDIX D

LANSING COMMUNITY COLLEGE

ACADEMIC CALENDAR

2000 - 01 (190 Days)

Fall Semester, 2000

Prep., Rec., Assess., Advising & Place.	(3)	Aug. 21, 22 and 23
Classes Begin		Aug. 24
Labor Day	(1)	Sept. 4
Thanksgiving	(2)	Nov. 23 & 24
Last Class Day	<u>(79)</u>	Dec. 17
	85	

Spring Semester, 2001

Kick-off Wk-Prep, Rec, Assess, Adv. & Plac.	(5)	Jan. 8-12
Classes Begin		Jan. 13
MLK Jr. Holiday	(1)	Jan. 15
Spring Break		March 5-11
Last Class Day	(79)	May 11
Graduation*	(1)	May 12
Remainder/Con. Yr**	(18)	
Memorial Day	<u>(1)</u>	May 28
	105	

Summer Session, 2001

(for full- & part-time faculty who teach on an instructional agreement during the summer session)

Classes Begin		June 6
Independence Day***	(1)	July 4
Last Class Day	<u>(40)</u>	August 1
	(41)	

*All full-time faculty members will be required to attend Graduation ceremonies.

**Applies to full-time faculty members only. Reference Article VI., B.23.c., Work Year.

***Reference Article VII., Benefits, Section F. Holidays

Upon mutual agreement by the parties, these specific dates may be changed to meet enrollment needs and other needs of the College.

APPENDIX E

LANSING COMMUNITY COLLEGE

ACADEMIC CALENDAR

2001 - 02 (190 Days)

Fall Semester, 2001

Prep., Rec., Assess., Advising & Place.	(3)	Aug. 20, 21 and 22
Classes Begin		Aug. 23
Labor Day	(1)	Sept. 3
Thanksgiving	(2)	Nov. 29 & 30
Last Class Day	<u>(79)</u>	Dec. 16
	85	

Spring Semester, 2002

Kick-off Wk—Prep., Rec., Assess. Adv. & Plac.	(5)	Jan. 7-11
Classes Begin		Jan. 12
MLK Jr. Holiday	(1)	Jan. 21
Spring Break		March 4-10
Last Class Day	(79)	May 10
Graduation*	(1)	May 11
Remainder/Con. Yr**	(18)	
Memorial Day	<u>(1)</u>	May 27
	105	

Summer Session, 2002

(for full- & part-time faculty who teach on an instructional agreement during the summer session)

Classes Begin		June 6
Independence Day***	(1)	July 4
Last Class Day	<u>(40)</u>	August 1
	(41)	

*All full-time faculty members will be required to attend Graduation ceremonies.

**Applies to full-time faculty members only

***Reference Article VII., Benefits, Section F. Holidays

Upon mutual agreement by the parties, these specific dates may be changed to meet enrollment needs and other needs of the College.

APPENDIX F

The Lansing Community College Chapter of the Michigan Association for Higher Education hereby subscribes to the following (formerly part of the Lansing Community College Board of Trustees Personnel Policy No. 7130):

"Equal Employment Opportunity, Non-Discrimination and Affirmative Action"

"Lansing Community College is committed to the principles of equal employment opportunity, non-discrimination and affirmative action as contained in applicable state and federal laws and regulations. This policy is intended to correct the effects of past societal discrimination. It is imperative that the College receive the cooperation of every member of the faculty, administration, and staff to carry out the spirit and the letter of these laws and regulations.

Lansing Community College reaffirms its policy of non-discrimination and equal employment opportunity, regardless of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or any other category protected by law. This policy applies to all segments of the College. The college's commitment is not limited to the offering of equal employment opportunities; it includes affirmative action which leads to the hiring and promotion of qualified women, minority group members and handicappers.

The following are the specific goals within the statement:

1. Faculty and staff will be selected, promoted, and transferred on the basis of their qualifications and ability to perform, without regard to religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or any other category protected by law.
2. All other personnel actions, including but not limited to compensation, employee benefits, terms and conditions of employment, staff reduction, promotion, social and recreational programs, will be administered without regard to religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or any other category protected by law.
3. It is the responsibility of all college personnel who participate in the employment process, to take affirmative action steps in accordance with the college's Affirmative Action Plan in addressing any under-utilization of women, minorities and handicappers in order to achieve a balanced workforce.

While it is the obligation of members of the college staff to assist in achieving the goals of this statement, the overall responsibility for the implementation of equal employment opportunity, non-discrimination, and affirmative action rests with the College President."

APPENDIX G

Notification Letter

TO: (Bargaining Unit Member)

FROM: (Administrator)

SUBJECT: Complaint

DATE: _____

In accordance with Article VI., Section S. Due Process, this letter is meant to notify you that a complaint has been received which may result in disciplinary action. As we investigate the merits of the complaint it may be necessary for me or another administrator to discuss this matter with you. Please be aware that you have the right to have a MAHE representative with you in any meeting with administration concerning this matter.

cc: College-wide Human Resources
MAHE President

APPENDIX H

PART-TIME FACULTY STARTING HOURLY WAGE RATES

Educational Credits

(Regionally Accredited
Institutions Only)

High School Diploma or equiv.	1
Journeyworker's Card, AA	2
BA/BS	4
BFA,BSN, B+CPA, B+30 hrs	5
MA, MS, MBA	6
MFA, MA+CPA, M+30 hrs, MSW, 2 Masters, MSN	7
JD, EDS	8
PhD, DA, EdD	9

Teaching Experience Credits

First 4 years = full credit each year
Next 4 years = 1/2 credit each year
Remaining years = 1/4 credit each year

Work Experience Credits

First 4 years = full credit each year
Next 4 years = 1/2 credit each year
Remaining years = 1/4 credit each year

Credits	1997-1998	1998-1999	1999-2000	2000-2001
0-2	\$21.10	\$22.00	\$22.45	\$22.90
3-4	\$21.80	\$22.70	\$23.20	\$23.70
5-6	\$22.65	\$23.60	\$24.10	\$24.60
7-8	\$23.70	\$24.70	\$25.20	\$25.75
9-10	\$24.35	\$25.40	\$25.90	\$26.45
11-12	\$25.35	\$26.40	\$26.95	\$27.55
13-14	\$26.15	\$27.25	\$27.80	\$28.40
15-16	\$27.05	\$28.20	\$28.80	\$29.40
17-18	\$27.85	\$29.00	\$29.65	\$30.25
19-20	\$28.70	\$29.90	\$30.55	\$31.20
21+	\$29.60	\$30.85	\$31.50	\$32.15

Example: A part-time faculty member to be hired for Fall Semester, 1998 with a Master's Degree and 14 years of related work experience (6 years of teaching and 8 years of other related experience):

1. M.A. = 6 credits
2. 6 years teaching experience
First 4 years (4 X 1) = 4 credits
Second 2 years (2 X 1/2) = 1 credit
Remaining years (0 X 1/4) = 0 credit
5 credits
3. 8 years related experience
First 4 years (4 X 1) = 4 credits
Second 4 years (4 X 1/2) = 2 credits
Remaining 0 year (0 X 1/4) = 0 credits
6 credits
4. Total 17 credits
5. 17 credits, according to the 1998-99 credit scale, will allow for a starting hourly range from \$29.00 to \$32.55, to be determined at the director's or the supervisor's discretion.

APPENDIX I

PART-TIME FACULTY CREDENTIAL GUIDELINES

1. Nine continuous months of previous teaching experience will be equated as one full year of credit. Any teaching experience of less than nine months will be equated using nine months as a full year. Once a full year of teaching experience has been credited, no additional credit will be allowed for the remaining three months, regardless of the nature of the experience.
2. All other related work experience other than teaching will be equated on the basis of 12 months' work for 12 months' credit.
3. Concurrent credit will not be allowed to the point where 12 months of related or teaching experience may equal more than 1 year of credit.
4. Courses beyond a Bachelor's degree and/or job-related course work must be from a regionally accredited institution before credit will be granted.
5. Work experience which is only indirectly related to the faculty member's discipline will not be prorated for partial credit. Related work experience credit will be granted only for that total experience that is directly related to the faculty member's discipline.
6. Part-time teaching experience at LCC will be credited based on that portion of a full-time faculty member's workload within a particular department.

Example: If a full-time faculty load within a department equals 16 credit hours, then for two semesters the total load would equal 32 hours. If a part-time faculty member within that same department teaches only 8 hours for one semester, then the amount of credit granted would be $8/32$ or $1/4$ of a year.
7. Updated transcripts and resumes will be on file within the respective departments.
8. Only academic degrees earned as of the hiring date of a part-time new hire will receive credit.
9. For a part-time new hire to receive credit for a course beyond a Bachelor's degree, the course must be a graduate level course related to the discipline being taught.
10. Only those credit hours of graduate and/or job-related course work beyond the Bachelor's degree which are directly related to the faculty member's discipline will be allowed for credit.

11. A part-time new hire is defined as any part-time faculty member not previously employed as a faculty member at Lansing Community College for one semester during the previous two years.
12. The attached wage schedules should be made available to all potential new part-time faculty members at Lansing Community College.
13. Although all forms of educational degrees are not specifically mentioned on the part-time educational credit schedule, the appropriate supervisor may take into consideration degrees other than those mentioned with corresponding placement on the appropriate credit scale.
14. Following the review of the departmental part-time rates, the director or supervisor should consider placing a part-time new hire with maximum credits on a particular range closer to the maximum salary rate for that range, i.e., a person with 18 credits in 1998 could be closer to the maximum salary for that range, in this case \$32.55, if this is consistent with departmental equity.

APPENDIX J

STARTING HOURLY WAGE RATES

PART-TIME LIBRARIANS

PART-TIME LAB TECHNICIANS

	1997-98		
	LOW	MID	HIGH
Less than Assoc. Degree	\$9.05	\$9.35	\$9.70
Associate's Degree	\$9.70	\$10.35	\$10.60
Bachelor's Degree	\$10.60	\$10.90	\$11.55
Master's Degree	\$11.55	\$11.95	\$12.25
	1998-99		
	LOW	MID	HIGH
Less than Assoc. Degree	\$9.45	\$9.75	\$10.10
Associate's Degree	\$10.10	\$10.80	\$11.05
Bachelor's Degree	\$11.05	\$11.35	\$12.05
Master's Degree	\$12.05	\$12.45	\$12.75
	1999-2000		
	LOW	MID	HIGH
Less than Assoc. Degree	\$9.65	\$9.95	\$10.30
Associate's Degree	\$10.30	\$11.00	\$11.30
Bachelor's Degree	\$11.30	\$11.60	\$12.30
Master's Degree	\$12.30	\$12.70	\$13.05
	2000-2001		
	LOW	MID	HIGH
Less than Assoc. Degree	\$9.85	\$10.15	\$10.55
Associate's Degree	\$10.55	\$11.25	\$11.50
Bachelor's Degree	\$11.50	\$11.85	\$12.55
Master's Degree	\$12.55	\$13.00	\$13.30

*The rate of pay is determined by the job requirements, not by the qualifications of the individual.

APPENDIX K

LANSING COMMUNITY COLLEGE

ASSIGNED WORK WAGE RATES

PART-TIME FACULTY WAGE RATES

TYPE OF ASSIGNED WORK	RATE OF PAY
Course coordination (for example: coordinate activities and assignments)	1/2 regular p.t. teaching rate
Committee work (e.g.: Search Committees, DLT's, RTT, Governance)	1998-99 - \$17.00/hr 1999-00 - \$17.50/hr 2000-01 - \$18.00/hr
Course development (for example: revision, development)	1/2 regular p.t. teaching rate
Program advising (for example: advising times)	1998-99 - \$17.00/hr 1999-00 - \$17.50/hr 2000-01 - \$18.00/hr
Professional development and required meetings (e.g.: orientation, departmental meetings, safety, OSHA)	\$10.00/hour
Substitution	Regular part-time teaching rate
College Advising (SAS Center)	1998-99 - \$22.50 1999-2000 - \$23.00 2000-2001 - \$23.50
Custom design (e.g.: certified professional education, contract training. -Varies with design requirements and customer)	Variable
Lab rates (for example: chemistry to fitness, campus lab/clinical) -Define differences and identify various rates -Study clinical course coordination as it relates to lab work	Status Quo
Tutor [e.g.: work is lab tech assignments already in contract (obj. code 455)]	By lab tech schedule

FULL-TIME FACULTY WAGE RATES

TYPE OF ASSIGNED WORK	RATE OF PAY
Substitution and Voluntary Overload	1998-99 - \$34.00/hr 1999-00 - \$35.00/hr 2000-01 - \$36.00/hr
College Advising (SAS Center)	1998-99 - \$22.50 1999-2000 - \$23.00 2000-2001 - \$23.50

APPENDIX L

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 M

PROPOSAL FOR A NEW EMPLOYEE RECOGNITION MODEL

The Human Resources Governance Council has formally approved a recommendation to discontinue the former Distinguished Service Awards. A subcommittee of the HR Governance council is recommending a new model of recognition that would be more supportive of a team environment. We recommend the replacement of the current program with a non-competitive recognition of successes and accomplishments. We also recommend that the existing \$5,000 budget remain to help in establishing the new program.

The new plan is based on the following objectives:

1. To educate the campus community and recognize our colleagues achievements.
2. To express appreciation.
3. To show what the institution values.
4. To promote social interaction.

The Four Star Program includes:

Service Pin Celebration

(August)

This tradition would continue and includes all employees on campus. Employees with 10 or 15 years of service will receive a service pin. Employees with 20, 25, 30 or 35 years may choose a gift from a catalog.

Achievement Recognition and Appreciation

(January)

This event would feature achievements of individuals and teams by highlighting the accomplishment through a video presentation, slide presentation or whatever vehicle the teams decide upon. This Dart Auditorium presentation will be designed with the assistance of the Human Resources Development (HRD) staff.

LCC Star-Gazing

(All Semesters)

Photographs and write-ups celebrating the accomplishments of teams and individuals will be placed in a showcase in the TLC building. Showcase information will also be put on our website.

Workshops

(Quarterly)

Awareness workshops sponsored by HRD will be presented every four (4) months for all employees who wish to discover ways to better recognize each other in their own work.

APPENDIX N

OPTIONAL RETIREMENT PLAN (ORP)

LETTER OF AGREEMENT
BETWEEN
THE LANSING COMMUNITY COLLEGE CHAPTER OF
THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION
AND
LANSING COMMUNITY COLLEGE

Lansing Community College (the College) and the LCC Chapter of the Michigan Association for Higher Education MEA/NEA (MAHE) agree to the following Optional Retirement Program (ORP):

1. Eligibility would be defined by the Optional Retirement Act (1994 PA 296) and shall include full-time faculty as defined in the MAHE Agreement.
2. Vesting on the employee's contribution is immediate. Any contribution by faculty 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. An employee selecting the ORP shall contribute 4.3% of his/her gross earnings as defined by the Michigan Public School Employees Retirement System (MPSERS).
5. The College shall contribute, on behalf of the employee selecting the ORP, an amount equal to 12% of the gross earnings of the employee as defined by MPSERS.
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.

s/Stephen L. Snider
For Lansing Community College

s/Thomas Ferris
For the LCC Chapter of MAHE

January 8, 1999
Date

January 6, 1999
Date

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