

**HUMAN RESOURCES – FACULTY CONTRACT 2014 – 2018**

Labor agreement between Lake Michigan College (the College) and the Lake Michigan College Education Association MEA\NEA (the Education Association)

Office of Origin: Human Resources  
Date Adopted: 07-01-03  
Last Date Modified & Approved: 09-16-14

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Policy Statement:

See attached.

**Responsibility:** Vice President, Administrative Services

**References:**

**2014-2018 LABOR AGREEMENT BETWEEN LAKE MICHIGAN COLLEGE (THE COLLEGE) AND THE LAKE MICHIGAN COLLEGE EDUCATION ASSOCIATION MEA/NEA (THE EDUCATION ASSOCIATION)**

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Article 1: This Agreement is entered into this 1<sup>st</sup> day of July, 2014, between Lake Michigan College (hereafter referred to as the “College” and the Lake Michigan College Education Association (hereafter referred to as the “Education Association”) NEA/MEA. This Agreement incorporates by reference the College’s Policies and Procedures. In the event of a conflict between this Agreement and the College’s Policies and Procedures, this Agreement shall control.

Article 2: **Recognition**

The Board recognizes the Education Association as the sole and exclusive bargaining representative for all full-time instructors, librarians and lecturers employed by the College, excluding Administrators, Professional/Technical Staff, Classified Staff, Facilities Staff, Adjunct Faculty, On-call Staff and all others. The Education Association shall have exclusive jurisdiction over bargaining unit work.

Article 3: **Dues Deduction**

Any bargaining unit member who is a member of the Education Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Education Association as established by the Education Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Education Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives timely notice of such action to the Education Association and permits the Education Association intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Education Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- c. The Education Association shall have complete authority to compromise and settle all claims, which it defends under this section.

The Education Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer’s compliance with this Article 0606, but this does

not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

Article 4: **Association Rights**

**Section 1:**

Whenever any representative of the Education Association or any faculty member is mutually scheduled by the parties to participate during assigned or scheduled hours in negotiation and arbitration procedures, he/she shall suffer no loss in pay, nor be expected to compensate in any way for the time spent in carrying out such responsibilities.

**Section 2:**

No member of the Education Association's negotiating team will be assigned without their permission to any department or division committee and/or other College assignments beyond normal teaching responsibilities commencing with the spring semester prior to the expiration date of the contract and extending through the summer term, or until a new contract is ratified and approved.

**Section 3:**

The Education Association President shall be provided release time so that he/she is assigned no more than twelve contact hours of a regular teaching workload for each semester without his/her written consent. The purpose of the reduced workload (3 contact hours of release time – see Section 1) will be to allow the Education Association President to conduct official Education Association business.

**Section 4:** Use of Facilities

The Education Association, for the purpose of carrying out its business, shall have the right to use College facilities, equipment and services including, but not limited to typewriters, duplicating equipment, calculating machines, word processing equipment, computer terminals, and all types of audiovisual equipment. The Education Association will reimburse the College for expenses incurred for materials used.

**Section 5:** Posting of Education Association Notices

The Education Association shall have the right to post notices of its activities and matters of Education Association business on bulletin boards. The Education Association shall have the right to use the College mail service and mailboxes including, but not limited to e-mail and voice mail for communications to faculty members, including mass distribution -- solely on matters of Education Association business .

**Section 6:** Education Association Business

Duly authorized representatives who are members of the Education Association or their agents shall be permitted to transact official Education Association business on College property at all hours of College operations provided that it does not interfere with work-related duties and the business and services of the College.

**Section 7:**

The College agrees not to negotiate terms covered by this Agreement unless otherwise specified in this Agreement with any faculty member individually, or with any faculty organization other than that Education Association for the duration of this Agreement.

**Section 8:** Association Leave

The Board shall provide the Association with eight (8) days at the beginning of every school year to be used by faculty members who are officers or members of the Association, such use to be at the discretion of the Association President. Any unused days may be carried over to the next school year up to a maximum of fifteen (15) days. The Association President agrees to notify the Vice President, Administrative Services no less than two (2) weeks in advance of taking such leave, but the faculty member (other than the Association President) must notify the Dean or immediate supervisor through the usual process that he/she will be absent.

## Article 5:

**Employer Rights****Section 1:** Management Rights

The College, on its own behalf, and on behalf of the electors of the College, hereby retains and reserves to itself, except as limited by this Labor agreement, all powers, rights, authority, functions, duties and responsibilities conferred upon and invested in it by law, including by way of illustration but without limiting the generality of the foregoing, the following rights: to manage and control administratively the College and its properties and facilities and work-related activities of its employees; to direct and hire all employees, at its sole discretion to determine their qualifications and requirements for their continued employment or termination, dismissal, suspension with discipline or demotion, and to promote and transfer all such employees; to determine the hours to be worked; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all its employees; to define the qualifications of employees; to establish and enforce rules and regulations relating to personnel policies, procedures and working conditions; to determine the size of the management/supervisory organization, its functions, authority, amount of supervision and table of organization; to determine or modify the responsibilities vested within a position; to transfer, reduce or lay off personnel when, in the judgment of the College, such actions are deemed necessary; to determine, establish, alter, amend or eliminate the academic programs and services including Web-supported and open entry instruction, and to take all other actions authorized by law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College, the adoption of rules, policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Labor agreement, and then only to the extent such specific and express terms hereof are in conformance with law. Nothing contained herein shall be considered to deny or restrict the College of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, or local law or regulations as they pertain to the College.

Article 6: **Bargaining Unit Member Rights and Protections**

**Section 1:** Faculty Member Rights

The faculty members shall have the right to teach in an atmosphere of free intellectual inquiry and not be subjected to restraints or harassment which would impair their teaching.

**Section 2:** Attendance at College Functions

Faculty members attending those functions for which academic attire (cap and gown) is required shall have said attire furnished and paid for by the College.

**Section 3:** Schedules

Department Chairs will develop class schedules, with the cooperation of the faculty, for approval by the Instructional Administrator. Schedules will be based upon student and College needs.

**Section 4:** Transportation

Reimbursement for work related travel by private vehicle shall be the maximum established College rate for cents per mile. The reimbursement rate will not be less than the current IRS rate. When the faculty member travels from his/her initial assignment location to a subsequent assignment location and then returns to his/her initial assignment location, he/she will be reimbursed for the round trip. No reimbursement will be paid for travel from home to work, or from work to home. However, when a faculty member must travel from home to an off campus site, he/she will be reimbursed for round trip mileage from home to the off site location, less the round trip mileage from the employee's home to his/her home base.

**Section 5:** Selection of Materials and Methodologies

Faculty members shall have the right to select the textbooks, supplemental materials relevant to the course, and associated methodologies for the courses they teach. This shall include the right to collaborate, mentor, and be mentored by adjuncts with the right to mutually choose such textbooks, supplemental materials, and associated methodologies. Uniform textbooks within disciplines shall be encouraged.

**Section 6:** LMC Board Materials

The Faculty Association will be provided, at the same time it is distributed to the Trustees, a copy of the agenda for each public meeting of the Board of Trustees, including all normal, non-confidential attachments. The Faculty Association will also be provided a copy of each meeting's minutes at the same time distribution is made to the Trustees.

**Section 7: Reporting**

The College agrees that for the life of this agreement all faculty members will report to a dean or an associate dean.

**Section 8: Integrity of Faculty Speech.** No speech or correspondence of any kind, including e-mails, texts, etc., will be made in the name of, or from the address of, any faculty without the direct involvement and written permission of that individual faculty member.

Article 7:

**Discipline and Discharge****Section 1:**

No bargaining unit member shall be disciplined or discharged during the term of his/her individual employment contract without just cause. The term "discipline" includes oral warnings, written warnings, suspensions with or without pay, reduction in rank, compensation, occupational advantage, and discharge. Any such discipline, including adverse evaluation of a bargaining unit member's performance, shall be subject to the terms and conditions of the grievance procedure except oral warnings. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and his/her union representative no later than at the time discipline is imposed with the exception of oral warnings.

**Section 2:**

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her instructional administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration, and shall remain a part of bargaining unit member's personnel file for no more than seven (7) years from the date of the imposed disciplinary action. At such time, all written documentation pertinent to said disciplinary action shall be removed from the bargaining unit member's personnel file. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

**Section 3:**

A bargaining unit member shall be entitled to have present a representative of the union during any meeting, which will or may lead to disciplinary action by the College. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the College of the employee's right to representation.

**Section 4: Progressive Discipline**

Ordinarily, the College will follow a system of progressive discipline, which includes oral warnings, written warnings, suspensions with or without pay and discharge. However, all disciplines shall be commensurate with the degree of the infraction.

Article 8: **Intellectual Property Rights**

**Section 1:** Definition

Intellectual property means any material, process, or product, whether or not patentable or copy writeable, developed by a faculty member such as, but not limited to, inventions, textbooks, lecture presentations, articles, reviews, artistic work, musical compositions, and other such creatively produced materials, processes or products.

**Section 2:** Area of Proprietary Interest.

Bargaining unit members shall retain ownership of all intellectual property that they develop except for that property of which the development was a specifically compensated duty or responsibility. If the development of intellectual property is explicitly assigned to the bargaining unit member as a specifically compensated duty or responsibility, the ownership of that intellectual property belongs to the College. Current course material updates will be owned by the College. Faculty shall have the right to publish college-owned intellectual property that they developed, but must obtain permission from their instructional Administrator to publish other intellectual property that belongs to the College, including institutional data. Such permission will not be unreasonably withheld. Members shall not permit the development of intellectual property to interfere with their assigned duties and responsibilities.

**Section 3:** Disputes

Disputes over the existence of ownership of intellectual property are subject to the Grievance Procedure.

Article 9: **Grievance Procedure**

**Section 1:** Definition

A grievance is a complaint that there has been a violation of a specific provision of this labor agreement or existing College policy or procedure. The following are not subject to the grievance procedure:

- a. Decisions to reduce the work force.
- b. The modification, amendment or repeal of any operational procedure, policy or practice established by the administration unless it violates a specific provision of this labor agreement.
- c. Decisions to deny reappointment at the end of the term of a faculty member's individual contract.

**Section 2:** Joined Grievance

A grievant must join in a single grievance preceding every claim that he/she has arising out of the same transaction or occurrence, even where it is asserted that the transaction or occurrence has violated more than one provision of this labor agreement. A grievant is prohibited from filing more than one grievance concerning the same transaction or occurrence.



**Section 3:** Forms

Grievances must be submitted on forms provided by the College (see Appendix A – Grievance Report Form). All grievances must be signed by the aggrieved employee and a union officer or the Education Association in the event of an Association grievance and must specify the date or dates upon which the complained of action occurred, the policy or provision which is claimed violated, the facts upon which the aggrieved member relies, and the relief requested.

**Section 4:** College wide Grievance Procedure

The following procedure will be used in processing grievances. If a grievant fails to appeal a decision to the next level within the established time limits, the grievance will be deemed settled and withdrawn. If a response to the grievance is not provided within the established time limit, the grievance will be automatically advanced to the next level. The grievant may, however, withdraw the grievance at any step by written notification to a union officer and the College and the grievance will be deemed closed, and by withdrawing the grievance, the grievant shall waive their individual right to refile the grievance. A withdrawal shall not be deemed a determination on the merits and shall not be a binding precedent as to the subject matter raised in the grievance as relates to other members. The time limits may be extended only upon mutual written agreement. The term “days” shall mean calendar days, excluding holidays and days the College is closed. Before initiating a formal grievance, the aggrieved person is encouraged to informally discuss the matter with the person whose action is being grieved.

- a. **Level 1:** If a satisfactory resolution is not reached through informal discussion, the aggrieved person may file a written grievance with the supervising dean. Such grievance must be filed within fourteen (14) days of the event or occurrence giving rise to the grievance or within fourteen (14) days that the grievant reasonably should have acquired knowledge of the event. Within fourteen (14) days, the dean will meet with the grievant and will render a written decision within fourteen (14) days following the meeting, setting forth the reasons for his/her disposition of the grievance.
- b. **Level 2:** If the grievance is not resolved at Level 1, the grievant may, within fourteen (14) days of receipt of the decision, appeal the Level 1 disposition to the Vice President, Instruction. Within fourteen (14) days, the Vice President, Instruction will meet with the grievant and will render a written decision within fourteen (14) days following the meeting, setting forth the reasons for his/her disposition of the grievance.
- c. **Level 3:** If the grievance is not resolved at Level 2, the grievant may, within fourteen (14) days of receipt of the decision, notify the President or designee of his/her desire to appeal the decision of the Vice President, Instruction. Within fourteen (14) days, the President or designee will meet with the grievant and will render a written decision within fourteen (14) days

following the meeting, setting forth the reasons for his/her disposition of the grievance.

**Level 4:** Mediation: If the grievance is not settled in any of the above steps, the Association may refer the grievance to mediation by giving written notice to the College within ten (10) working days, unless both parties agree to an extension, after receipt of the disposition under Level 3. If notice of mediation is given the parties shall immediately forward a letter to either the Federal Mediation and Conciliation Service or the Michigan State Department of Labor requesting the services of a mutually agreed upon mediator. The mediator shall be limited to interpretation of the meaning of the provisions of this Agreement and the compliance by the College of its obligations under the specific provisions of this Agreement. He/She shall have the power to submit a recommended award or to submit such other proposals as he/she determines appropriate to resolve the grievance. The mediator's recommendations and proposals are not binding on either party. Both parties shall equally share in the cost of mediation.

**Level 5:** If the Association is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration before an impartial arbitrator provided that such submission is made no later than thirty (30) days from receipt of the Level 3 response or thirty (30) days from the date the response was due either under the Level 3 timeline or a mutually agreed to extension deadline. If the parties cannot agree as to the arbitrator during the next fourteen (14) days, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules, which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction if it is not paid within thirty (30) days.

The fees and expenses of the arbitrator shall be borne equally by the parties unless the arbitrator rules otherwise. Each party shall be responsible for payment of their own attorney fees and costs.

**Section 5:** Powers of the Arbitrator

The Arbitrator shall be empowered to make a final and binding decision on all grievances submitted to him/her subject only to the following limitations:

- a. He/she shall not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. He/she shall not require either party to commit an act that is contrary to law.
- c. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.

- d. The Arbitrator shall not have the power to award punitive damages.
- e. If the grievance involves a dispute concerning the substance of an evaluation under the Pay for Performance evaluation system, the Arbitrator shall be limited to deciding only whether the College acted arbitrarily or capriciously.

Article 10: **Appointment, Reappointment and Termination**

**Section 1:** Appointment

Appointments to full-time faculty positions shall be for a period of one (1), two (2), and three (3) academic years, and shall be confirmed by a written contract. The length of the contract shall be determined by the length of the faculty member's continuous full-time service with the College. Leaves and reductions in force are not considered a break in service. The contract shall automatically revert to a one (1) year appointment for faculty members who are placed on a performance improvement plan. If the faculty member successfully completes the performance improvement plan, the length of his/her contract shall be restored to the length of his/her service with the College up to three (3) years.

**Section 2:** Reappointment

There is no automatic right of reappointment beyond the term of a faculty member's written contract. However, after a member has completed three (3) years of full time service, a faculty members' employment will be extended for an additional period of one (1) year unless he/she receives notice of intention to terminate as set forth in Section 3 below.

**Section 3:** Termination at Expiration of Contract:

The College, in its sole discretion, may terminate the employment of a faculty member at the expiration of the term of the faculty member's contract, or at the expiration of any extension of such term by delivering a notice no later than March 1<sup>st</sup> that the College has elected to deny reappointment and has opted to terminate the member's employment at the expiration of the contract's term. Such termination of a faculty member's contract shall be adjoined with a written note indicating that the termination was the result of the contract's natural expiration date. The College is not required to provide a notice of non-reappointment to an employee who has been placed under a performance improvement plan. The contract of an employee under a performance improvement plan shall automatically terminate at the end of the academic year that the performance improvement plan is implemented unless the College takes affirmative action to renew the contract.

The College's decision not to reappoint an employee in their first three years of employment shall be final and not grievable.

Nothing in this Article shall effect terminations for cause under Article 7.

Article 11: **Work Year, Work Week, Work Day**

**Section 1:** The Academic Year

The standard academic year shall consist of two (2) fourteen week semesters (Fall, Spring).

**Section 2:** Length of Academic Year Contract

All full-time instructional faculty members shall be contracted to provide service to the College for one hundred fifty-seven (157) work days. All faculty members shall begin their contractual assignment on the first scheduled reporting day.

The librarian shall be assigned to thirty-seven (37) weeks with a regular work week of thirty-five (35) hours.

**Section 3:** The Academic Week

The academic week for all full-time faculty members for the purpose of this Agreement shall be Sunday through Saturday. Classes may be scheduled on the weekend with the mutual agreement of the faculty member, Department Chair and Instructional Administrator.

**Section 4:** The Academic Day

The academic day for full-time faculty members shall be from 6:30 a.m. until 12 a.m., Monday through Thursday, and from 6:30 a.m. to 6 p.m. on Friday. Faculty members may be scheduled outside of the normal academic day only with the written consent of the faculty member.

**Section 5:** Evening Assignments

Evening assignments for full-time faculty shall not exceed two (2) nights per week per semester without the faculty member's written consent.

**Section 6:** Limitations: Extended Day Schedules

A faculty member will not be required nor assigned a duty from the end of one day to the beginning of the next day within a twelve (12) hour period of one's last duty except as the faculty member otherwise agrees and accepts in writing.

**Section 7:** Duty Hours: Full-time Instructors

Full-time instructors shall be responsible for a total of four hundred twenty (420) contact hours per academic year. One contact hour is equated to sixty (60) minutes of instruction.

In the event the administration requests that a full-time instructor teach a configuration other than the Fall and Spring semester combination, it shall be permitted with the written agreement of the faculty member.

Should a full-time instructor choose to teach a configuration other than the standard Fall and Spring semester combination, it shall be permitted with the mutual agreement of the faculty member, the Department Chair and the Instructional Administrator.

Five (5) office hours per week shall be scheduled and posted for each semester during the academic year.

**Section 8:** Co-op Learning

All Co-op Learning Opportunities will be supervised by one (1) faculty member, who shall receive one (1) contact hour per semester for classroom teaching for any academic semester where Co-op is offered. In addition, the faculty member shall be compensated on a semester basis for one (1) contact hour in increments of five (5) students. The number of students enrolled will be determined on the last day classes can be dropped and refunded at one hundred percent.

Student count will be determined on the day following the last day to drop with full refund for that semester. Following the completion of the semester, the faculty member will submit a request to the Instructional Administrator for students who have been added to the course after the original count date.

This does not include clinical practice courses in Health Careers.

**Section 9:** Internships (Work-based Learning)

All Internships (Work-based Learning) will be supervised by one (1) faculty member, who shall receive one (1) contact hour per semester for classroom teaching in any academic semester in which internships are offered. In addition, the faculty member shall be compensated on a semester basis for one (1) contact hour in increments of five (5) students.

**Section 10:** Full-time instructors shall be responsible for duties as outlined in the Full-time Faculty job description. Adherence to the job description will be part of the annual performance review.

The College will confer with the Faculty on all Full-time Faculty, Lecturer, and Department Chair job descriptions.

**Section 11:** All Full-time Faculty are expected to report to work when the College is open. A Full-time Faculty who does not show for class and is not ill must use a half or full personal day when the College is open. Full-time Faculty should use the Absence Hotline. Full-time Faculty must arrange for curriculum coverage with the Department Chair, where possible. Full-time Faculty providing coverage for absent Full-time Faculty will not receive additional compensation unless the absence is caused by a conflicting College assignment with the approval of the instructional supervisor. Curriculum coverage may include alternative classroom meeting times or special assignments.

**Section 12:** Lecturer

Lecturers will provide instruction and academic support services with a minimum course load of thirty-six (36) contact hours annually with a twelve (12) month contract.

Lecturers will only be given a one (1) year contract and will not be assigned any committee work.

Lecturers will receive the same benefits as full-time faculty. The College will only hire a maximum of four (4) lecturers beginning the second year of this Agreement. Additionally, the College will guarantee that there will be no fewer than fifty-six (56) full-time faculty positions for the length of the contract.

**Section 13:** Full-release Faculty may work flexible schedules throughout the calendar year with pre-approval from the Instructional Administrator. Approval will not be unreasonably withheld.

Article 12: **Department Chairs****Section 1:**

Department Chairs will be selected with the consensus of the department faculty and the Instructional Administrator every two (2) years. The number of department chairs and the organization of disciplines are determined by the Vice President, Instruction. The Department, in consensus with the Instructional Administrator, may choose to divide the duties of the Department Chair between more than one Faculty member. The compensation will be divided appropriately.

A Full-time Faculty must have at least fifty (50) percent of his/her teaching load in a department to vote for the selection of Department Chair for that Department. If load is fifty (50)/fifty (50), Full-time Faculty must choose one department where he/she can vote.

Full-time Faculty teaching in the Transitional Studies Department may vote for Department Chairs in both Transitional Studies and English/Reading or Transitional Studies and Math.

In the event that no Full-time Faculty is available or willing to serve as chair, the Instructional Administrator will appoint for two (2) years the department chair from the Full-time Faculty membership.

The Instructional Administrator after considering input from the Department may remove a Department Chair for poor performance.

**Section 2:**

Department Chairs shall have as their base work load a maximum of one hundred seventy-two (172) work days per year, the additional fifteen (15) days beyond the academic year to perform duties consistent with the stipulated job description of the department chair and scheduled with the Instructional Administrator. The Department Chair's base teaching load shall be reduced by

four (4) contact hours during each Fall and Spring semester to permit him/her to attend to said duties.

No class that is at or above fifty (50) percent of the agreed upon enrollment requirement established for the semester and/or term shall be cancelled by the Department Chair without consultation with the Instructional Administrator.

**Section 3:** Extra Compensation

Extra compensation will be paid to department chairs annually at \$8,000.

**Section 4:** Director of Music Programs

Director of Music Programs will receive sixteen (16) hours of release time (eight Fall semester, eight Spring semester). The sixteen (16) hours release time (eight Fall semester, eight Spring Semester) will be eliminated should the College hire a Fine Arts Program Director. The Director of Music Programs will no longer receive voice, choir and lab maintenance stipends.

**Section 5:** Program Management

Program management involves oversight of orphan instructional programs. The assignment will be made by the Vice President of Instruction. The faculty member will be compensated \$750 for each program per academic year.

**Section 6:** Director of Nursing

The Director of Nursing will receive eighteen (18) hours of release time (nine Fall semester, nine Spring semester).

**Section 7:** Director of Apprenticeship

The Director of Apprenticeship will receive eighteen (18) hours of release time (nine Fall semester, nine Spring semester).

Article 13: **General Working Conditions**

**Section 1:** Laboratory Sections

The assignment of students to laboratory sections of scheduled classes shall not exceed the maximum number of work stations available, or as state and national organizations/boards allow.

**Section 2:** Open Entry

For Open Entry courses, faculty workload will be calculated using the course's contact hours. For every student enrolled, faculty will receive 0.075 contact hours of compensation times the number of contact hours for the course.

Student count will be determined on the day following the last day to drop for that semester. Following the completion of the semester, the faculty member will submit a request to the Instructional Administrator for students who have added to the course after the original count date.

Maximum enrollment will be based on available space. Once an instructor accepts a student in an Open Entry course, he/she will be compensated during the

semester of enrollment, even if the instruction is not completed until a subsequent semester.

The Instructional Administrator will determine the courses that may be offered in a self-paced, flexible format in order for the faculty member to make load. A faculty member may not teach more than a total of forty-eight (48) contact hours of equivalents of self-paced, flexible format sections and traditional courses without the approval of the Instructional Administrator. Disagreements between the Instructional Administrator and Faculty will be resolved in conference with the Vice President, Instruction.

Article 14: **Alternative Delivery Courses**

**Section 1:**

The first time a course is developed as an Internet course, the faculty member shall be given overload rate equal to one (1) times the course contacts (hours) in the development semester. In terms of developing a new Internet course, the full-time faculty member in consensus with the Department chair shall have first choice as to whether he/she wants to develop such a course him/herself.

Compensation would include development of an online hybrid course. Completely redesigning a previously designed but unsuccessful course could be submitted to the Dean as a request for special assignment. Blended course design could be submitted to the Dean as a request for special assignment.

**Section 2:**

Seat limits for initial Internet courses shall be limited to fifteen (15) students per section unless the faculty member agrees, in writing, to add additional seats. Subsequent offerings will be capped at twenty-five (25) students, unless the faculty member agrees, in writing, to add additional seats.

**Section 3:**

Seat limits for (Interactive Television) ITV courses shall be limited to thirty (30) students per course delivered via ITV regardless of the number of sites to which the course is delivered. The faculty member can agree, in writing, to add additional seats.

**Section 4:**

Open Lab Learning. Full-time instructors assigned to an Open Lab method of course delivery shall be granted the full amount of contact hours equivalent to the same course delivered in a traditional manner. Courses typically delivered in this manner are developmental courses like reading and math. Student enrollment will be determined and dictated by lab space.

**Section 5:** Independent Study

The number of students is not to exceed five (5) per semester and the instructor shall be granted one (1) contact hour per semester. Independent study requires a total of fifteen (15) hours of contact per semester.



Article 15: **Faculty Evaluation**

**Section 1:** Evaluation cycle

Newly hired full-time faculty members will be evaluated annually for the first two (2) years of employment using the faculty evaluation form. Unless subject to a performance improvement plan, after two (2) years of employment, full-time faculty members will be evaluated once every three (3) years using the faculty evaluation form with approximately one-third of the faculty evaluated each year (See Appendix B). Lecturers will be evaluated annually in the same fashion as first year full-time faculty members.

The College will require three days of new full-time faculty orientation prior to the start of the first semester of employment. The new full-time faculty will be compensated \$600 for the three days of orientation.

**Section 2:** Evaluation

Faculty members will receive performance compensation provided they submit and complete their 1-3 year goals and report the results of those goals. Faculty members must also participate in an annual Collegial Conference as described in Appendix B. Failure to submit, complete, and report on goals on time or failure to participate in the annual Collegial Conference within the specified time frame shall result in no increase in compensation and placement on a performance improvement plan.

**Section 3:** Components

The components of the faculty evaluation shall include:

- a) Classroom observation
- b) Efforts to improve student learning in his/her courses, including student perception of instruction
- c) Active College-wide citizenship
- d) 1-3 year goals
- e) Expectations for change and/or improvements (if necessary)

**Section 4:** Classroom/Lab Observations

For instructional faculty, classroom/lab performance will be evaluated by direct observation once every three years, unless additional observations are agreed to by the faculty member. These evaluations will be conducted by the applicable supervising administrator during the year that the Faculty Evaluation Form is due. Additional classroom/lab observations may be scheduled if the faculty member is on a performance improvement plan. Faculty at any time may also ask for the Department Chair and/ or a Peer Instructor to likewise evaluate him/her. Such evaluations will become part of the Faculty's overall Evaluation Process (and will be included with the Faculty Evaluation Form).

(See Appendix B)

Full-time Faculty will be compensated three (3) hours of adjunct pay (one [1] hour of observation, one [1] hour for report writing, and one [1] hour for meeting with adjunct faculty for discussion) per adjunct faculty observation.

Full-time Faculty will not receive additional compensation for Full-time Faculty Peer-to-Peer reviews.

**Section 5:** Librarian Evaluations

The performance of the Librarian will be evaluated by direct observation once every three years. The evaluation will be conducted by the applicable supervising administrator during the year that the Faculty Evaluation Form is due. Additional observations may be scheduled if the Librarian is on a plan of assistance. The Librarian, at any time, may also ask for a Department Chair and/ or a Peer Instructor to likewise evaluate him/ other. Such evaluations will become part of the Librarian's overall Evaluation Process (and will be included with the Faculty Evaluation Form).

**Section 6:** Student perception of instruction

Faculty will survey at least one class per semester. They may survey as many of their classes per semester as they desire.

In addition, Department Chairs will be evaluated on scheduling of classes and program management. Program directors will also be evaluated on program management.

**Section 8:** Goals

In consultation with the supervising administrator, all faculty will develop three (3) to five (5) goals of 1-3-year duration. Goals will be specific, measurable, and aligned with the College's strategic plan or the academic plan. When a program review is required, it will be included as part of the goals. Such goals shall be sent to the supervising administrator (in writing or via email) no later than May 20. Between May 21 and September 30, said goals will either be approved by the supervising administrator or revised by the faculty member in collaboration with the supervising administrator.

**Section 9:** Faculty Evaluation Process

The Faculty Evaluation Process shall be on a three-year cycle, with the supervising administrator evaluating a course/ lab of the faculty member during the third year of the cycle. (Note: Faculty shall be divided into three groups using last names that begin with A-I, J-R, and S-Z).

A collegial conference (which may either be verbal or written) shall occur during the first two years of the faculty evaluation process. The collegial conference shall include:

- a. A discussion of the Faculty Member's 3-5 goals and their progress/ attainment.
- b. A discussion of the Faculty Member's efforts to improve student learning in his/her courses (including a review of student perception of instruction surveys).
- c. A discussion of the Faculty Member's contributions as an "active citizen" to the overall support of the College over the past year. Such endeavors may include curriculum (re) development, participation in committee assignments, recruitment of students, and/ or promotion of College-wide activities.

A collegial conference shall also occur in the third year of the faculty evaluation process, covering the same discussion points listed above. In addition, a written Faculty Evaluation Form will be completed by the supervising administrator, which shall address the following:

- a) Progress/attainment of goals
- b) Efforts to improve student learning (including a review of Student Perception of Instruction surveys)
- c) College citizenship
- d) Classroom observation
- e) Expectations for change and/or improvements (if necessary)

Article 16: **Conditions of Employment**

**Section 1:** Dependent Tuition Grants

Dependents of faculty members including spouse, children under age twenty-six (26), and other qualified adults shall be granted entrance for credit to any classes for which they meet entrance requirements and a tuition waiver shall be awarded. Dependents will be responsible for payment of fees.

**Section 2:** Faculty Tuition Grants

Faculty members will be granted entrance, credit and provided tuition for any class for which space is available, so long as there is no conflict with their own assignments.

**Section 3:** Office Space and Secretarial Service

The College shall make every effort to provide office space and necessary supplies and equipment for each faculty member. Full-time faculty members will be provided one designated secure office space as his or her principal place of business. Secretarial support will be provided for each division.

**Section 4:** Faculty Parking

Parking arrangements currently in effect will be maintained for the term of this agreement.

**Section 5:** Overload

During the Fall and Spring semesters, faculty members who are not on a performance improvement plan within the discipline or program area shall be eligible for all overload classes or assignments that exist in that discipline or program area of the College. During the Spring/Summer semesters, faculty members within the discipline or program area shall be granted the right of first refusal to all overload classes or assignments that exist in that discipline or program area of the College.

Full-time faculty members will be paid at the highest adjunct rate for overload work.

In the interests of maintaining quality of instruction, a full-time faculty member may be offered and accept overload assignments in a scheduled semester; however, the overload contact hours shall not exceed twelve (12) per academic year or a maximum of two (2) classes per Fall Semester and two (2) classes per

Spring Semester, unless approved by the Instructional Administrator. Disagreements between the Instructional Administrator and Faculty will be resolved in conference with the Vice President, Instruction.

Overload is anything over thirty (30) contact hours in an academic year.

For the purposes of calculating course contact overload hours, a base teaching load of fifteen (15) contact hours per week shall be equated to two hundred ten (210) contact hours per fourteen (14) week semester with a contact hour equal to sixty (60) minutes. An instructor shall be paid overload compensation when his/her cumulative base teaching load exceeds four hundred twenty (420) contact hours.

**Section 6:** Professional Development

The College shall budget annually for at least \$1,700 professional development money for each full time faculty member. Professional development activities, including pooled activities, must be agreed upon with the Instructional Administrator. The \$1,700 can be pooled with other College faculty, provided written notification is given to the Vice President of Instruction. Professional development may include college coursework, but will be subject to IRS rules. Any funds not encumbered by March 1 of any year would be directed to teaching enhancement activities (e.g., the Masters Teachers Academy, the Great Teachers Conference or curriculum development workshops).

The College and Faculty will share the Spring Professional Development Day. The College will provide a college-wide professional development activity from 8 a.m. to 12 noon. The remainder of the day will be for faculty and instruction driven professional development. Planned activities that encompass the entire day can be approved by the Instructional Administrator.

**Section 7:** Governance

**Cabinet and Faculty Communication Committee**

Charge: To strengthen the level of communication between College leaders on the Cabinet and the Faculty.

Anticipated Outcomes: Monthly discussions will lead to deeper understanding and more effective information distribution.

Procedural Information: This Committee is strictly about enhancing communications through regular discourse and as such it has no power to make decisions on any topic.

Whenever College appointed standing or ad hoc committees containing faculty representation shall forward written recommendation to the appropriate administrator, said administrator shall respond, in writing, to that committee as to the disposition of the recommendation(s) as well as reason(s) for the disposition.

Every spring of even numbered years, the Vice President of Instruction will solicit faculty representation for the instructional committees of their choice. All Full-time Faculty, with the exception of lecturers, will serve on at least one instructional committee of their choice for a two (2) year term. First year Full-time Faculty will not be assigned to a committee.

**Section 8:** Health Examinations

In cases where the member's record shows recurring illness or incapacitation, the Vice President, Administrative Services may request the member to visit his/her doctor at stated intervals for examination and treatment. The cost of said requested medical treatment will be paid by the College.

**Section 9:** "Right to Understanding"

The faculty member upon initial employment will receive hazardous materials training, as mandated by the State of Michigan, and will be expected to adhere to all relevant laws, regulations and procedures of the College thereto. Please see Hazard Communication Program Policy and Procedure.

**Section 10:** Course Outlines

Syllabi for all courses taught by an instructor are to be prepared and updated by the instructor, approved by the Department Chair and filed with the supervising Instructional Administrator.

**Section 11:** Normal Workload

The normal practice of quantifying faculty work load is by faculty contact hours. The faculty contact hours are the total of the lecture hours and laboratory hours. There are some health science courses where contact hours will not follow the above formula (e.g., clinicals) and will be defined by the Instructional Administrator.

Courses outside the normal practice would include Open Entry Internships, Independent Study, and Co-Ops.

**Section 12:** Zero Contact Hours

Some courses will be taught without any contact hours at all being assigned to a faculty member, although the faculty member is designated as the instructor of record (e.g., Self-Instructional Language and Fitness Center). The faculty member coordinates coverage, record keeping, and assignment of grades.

Definitions:

- 1) The Instructor of Record is the person who holds and posts the grades into Banner.
- 2) Zero Contact Hours includes the areas: self-instructional language and fitness center.

The instructor of record for Self Instructional Language will receive \$1,500 for the academic year (\$750 for Fall semester and \$750 for Spring semester). If the

program is operational in the Summer term, the instructor of record receives \$750 for the Summer term.

For the Fitness Center, the College will provide the full-time faculty Physical Education and Wellness Coordinator with an eight (8) contact hour stipend for coverage of the Fitness Center for the entire fiscal year.

**Section 13:** Low Enrollment Courses

There are on occasion, special circumstances (such as courses with very low enrollment or those that are self-instructional) which faculty members may agree to teach without any contact hours at all. This will be mutually agreed upon ahead of time between the faculty member, chair and the appropriate Instructional Administrator. This instructor of record will be shown as the primary instructor in Banner and others, such as tutors or assessors may be shown as secondary.

**Section 14:** Instructional Week

The faculty work week (Sunday through Saturday) is defined as the assigned contact hours plus other related professional responsibilities. Such responsibilities may include: teaching and course preparation, grading, group instruction, assisting individual students, academic advising, curriculum and course development, professional development and other duties as assigned. In addition, faculty are expected to be on campus to engage in the College governance process through active participation on college wide committees, task forces, or work groups.

**Section 15:** Cross Listed Courses – Same Course

Two courses, same content, different identifiers, taught at the same time in the same room by one faculty member (one example is MATH 216 and BUSA 216). The faculty member is allocated the work load (the contact hours) for only one of the cross listed courses. These contact hours should be charged to the appropriate organization number in proportion to the student enrollment. The Department Chairs/Coordinators are responsible to initiate and verify that the appropriate classes have been cross listed.

**Section 16:** Cross Listed Courses – Different Courses

Two or more sections of two or more different courses are taught at the same time and place. The faculty member is allocated the work load (the contact hours) of the largest of those in this combination. These contact hours should be charged to the appropriate organization number in proportion to the student enrollment. The Department Chairs/Coordinators are responsible to initiate and verify that the appropriate classes have been cross listed.

**Section 17:** Co-Teaching/Team Teaching

When approved by the Instructional Administrator in advance, some sections may be taught by two or more faculty members. When done so, the contact hours for the course are split between the faculty members. If not otherwise stipulated in writing ahead of time, the contact hours are allocated equally between the several faculty members co-teaching the course. The Co-Teaching rules do not

apply to a course that is team taught. For Nursing Fundamentals, which is team taught, each instructor will receive full contact hour credit.

**Section 18:** Co-Chairs, Student Learning Committee

Two (2) full-time faculty will serve as Co-Chairs of the Student Learning Committee, each receiving a six (6) hour stipend at adjunct rate, three (3) hours in Fall semester and three (3) hours in Spring semester.

**Section 19:** Special Assignment

A special assignment is a request for services that falls outside the usual and customary faculty duties (e.g., may be developing a course outside of program, grant management, new Full-time Faculty orientation, alternative delivery methods, Honors Program coordination). Prior to performing a special assignment, the faculty member, chair, and Instructional Administrator must document the nature of the assignment in a written agreement specifying dates, amount of time, compensation, and the expected outcomes of the special assignment. Compensation (e.g., release time, stipend) will vary depending upon the work required.

Compensation for oversight of the Office of Instructional Research will be addressed as a special assignment.

Temporary assignments like Title III and Achieving the Dream will be treated as special assignments.

**Section 20:** No Pay Courses

Our mini courses are taught with no pay. Students complete these courses under the supervision of a faculty member teaching another course, for which they are paid. For example, a faculty member may be paid to teach MATH 090 or 095 in the Math Lab setting for specified hours each week. During these same hours, they also instruct students that are enrolled any of these mini courses. (The mini courses to which this rule applies include, without limitation, MATH 060, 061, 062, 063, 064, 066, 067, 068, 069, 071, 072, 073, 074, 075, 076, 078 and READ 088, 090, 093, 096, 099). Other mini-courses may be included upon written mutual agreement of the Education Association and the College.

**Section 21:** Dental Assisting – Program Director

The Director of the Dental Assistant Program will receive eighteen (18) contact hours of release time (nine [9] in the Fall semester and nine [9] in the Spring semester) and will provide twelve (12) contact hours in Fall and Spring Semester instructional coverage in the Dental Assisting lab. The Director is also responsible to evaluate students, assign grades, etc. for all students enrolled in the program. Contact hours for adjunct instructors teaching in the Dental Assistant lab will not be counted for director load purposes.

**Section 22:** Music Director of Spring Musical

One music faculty member is assigned to direct the musical production each Spring semester. This is the direction needed for the musicians, not the actors. This assignment includes working with the theatre director to choose the

production, managing the audition process, choosing musicians, studying the music, preparing for rehearsals, rehearsing the musicians, and conducting the music during all performances of the musical. This assignment will be for 3 contact hours and will count towards load.

**Section 23:** Beginning Applied Music, 100 Level Music Lessons

Faculty teaching these courses are credited 0.5 contact hour per student and this applies towards load. This applies to our 100 level applied music courses which include MUSI 100, 120, 130, 134, 140, 142, 144, 146, 150, 152, 154, 156, 158, 160, 170, 172, 174, 176, 178, 180, 181 and 188.

**Section 24:** Advanced Applied Music, 200 Level Music Lessons

Faculty teaching these courses are credited one contact hour per student and this applies towards load. (This applies to our more advanced 200 level applied music courses including MUSI 220, 230, 234, 240, 242, 244, 246, 250, 252, 254, 256, 258, 260, 270, 272, 274, 276, 278, 280, 281 and 288).

**Section 25:** Medical Imaging

The Medical Imaging Center is the umbrella for three (3) programs: Radiologic Technology, MRI, and Sonography.

- The Director of MRI receives six (6) hours release time per semester.
- The Director of Radiologic Technology receives six (6) hours release time per semester.
- The Director of Sonography will receive of six (6) hours of release time per semester.

**Section 26:** Portfolio Evaluation

A stipend of \$75 shall be provided for each portfolio evaluated by faculty.

Article 17:

**Seniority**

**Section 1:** Seniority Date

Seniority begins from the individual's appointment date to full-time service at the College as a faculty member. Ties will be broken by a blind draw conducted by the President of the Education Association, unless there is a prior agreement as to the order of seniority by the affected faculty members.

**Section 2:** Seniority List

A master seniority list indicating length of all full-time faculty service at Lake Michigan College shall be prepared by Human Resources and issued to the Education Association no later than thirty (30) days after the beginning of the academic year.

**Section 3:** Accrual

Seniority shall continue to accrue for faculty members who are on an approved paid leave of absence. Except for active military leave, during unpaid leaves of absence, seniority shall not continue to accrue, but shall be frozen as of the date that the unpaid leave began and shall thereafter accrue when the faculty member returns to active employment.



**Section 4: Break in Seniority**

Seniority shall be lost and broken upon the occurrence of any of the following:

- a. discharge
- b. resignation
- c. retirement
- d. abandonment
- e. transfer outside of the bargaining unit for more than one year
- f. failure to return to work at the end of an authorized leave or any extension thereof

Article 18: **Vacancies, Transfers, and Promotions**

**Section 1: Vacancies and New Jobs**

When the College decides to fill a vacant bargaining unit position or when it creates a new bargaining unit position, the job will be posted internally for Full-time Faculty for five working (5) days prior to its distribution elsewhere. When the College is not in session, a copy of the posting will be given to the President of the Education Association ten working (10) days prior to its distribution elsewhere. Any member of the Full-time Faculty, who possesses the minimum necessary qualifications, as defined by the job description, shall have the right to apply for the job, except those members on a performance improvement plan. Any Full-time Faculty member who possesses the minimum necessary qualifications for the job and is not on a performance improvement plan shall be given first preference.

A fully qualified, internal candidate may be expedited to the level of “appointment” to a faculty position with approval of the Instructional Administrator, the Vice President of Instruction, and the President, and in consultation with the Full-time Department Faculty.

Should there not be a qualified, internal candidate or the supervising instructional administrator desire to consider additional candidates, the position will be posted externally after the internal posting of five (5) working days. The Search Committee will include, at a minimum, the supervising instructional administrator and the department chair, and will review the qualified applicant pool regularly and send a proposed candidate list to Human Resources.

If interested, the Search Committee will notify Human Resources for onsite interview(s). If the candidate lives beyond driving distance, an initial screening interview will be conducted by the Search Committee by Skype or FaceTime before considering a visit to campus. All initial interviews will be conducted in the same fashion (e.g., in-person or via video conferencing) for all candidates regardless of distance from the College.

Human Resources will work with the Search Committee to develop an interview schedule to include key stakeholders (individual or group interviews) for the position. At a minimum, full-time faculty for the discipline, the applicable department chair, as well as the applicable instructional administrator will be included in the interview process.

Onsite interviews will be held. The Search Committee will consult with other interviewers for feedback on candidate(s). The Search Committee will make finalist(s) recommendation(s); then notify Human Resources of finalist(s). Human Resources will perform employment verification and obtain three (3) reference checks. Additional in-depth reference checks may be conducted by the Search Committee at their discretion.

The supervising instructional administrator will make the final hiring decision in consultation with instructional leadership and the President.

**Section 2:** Voluntary Transfers

Upon the mutual agreement of the faculty member and the College, the faculty member may be granted a change in assignment to another area within his/her competency. Such requests must be delivered to the supervising dean or the appropriate administrative official.

**Section 3:** Involuntary Transfers

A faculty member may be involuntarily transferred to another assignment or position within his/her competency where such transfer is necessitated by unforeseen vacancies, economic factors, enrollment factors or other unforeseen circumstances. No such transfer shall be for more than one (1) academic semester, and will be made to the least senior faculty member from the department in which the transfer is made. This Section does not apply to involuntary transfers as part of a performance improvement plan or for disciplinary reasons.

**Section 4:** Transfers Outside the Bargaining Unit

The faculty member who transfers to a position outside the bargaining unit shall, if returned to a bargaining unit within one year from the date the transfer began, not lose seniority.

The faculty member transferring to a temporary position outside the bargaining unit providing interim coverage shall retain the right to return to a bargaining unit position at the conclusion of the interim assignment without loss of seniority.

**Section 5:** Teaching Assignments

Individual class teaching assignments shall be determined within the department with the approval of the Instructional Administrator. Such approval shall not be unreasonably withheld.

**Section 6:** Temporary Transfers

No faculty member shall be assigned to teach outside of his/her academic discipline or to teach subjects markedly different from the academic discipline he/she was originally employed to perform, except as mutually agreed to by the faculty member and the Instructional Administrator to provide a full schedule. In the event a reassignment is made and the faculty member objects to such reassignment, he/she shall perform such assignment subject to the final step of the grievance procedure.

No faculty member shall be temporarily assigned to an administrative position without mutual agreement.

Article 19: **Reduction in Personnel, Layoff, and Recall**

**Section 1:**

The College possesses the ultimate right to determine if a faculty reduction in force (RIF) will occur. Before any faculty RIF occurs, the College will meet and confer with the Association and solicit Association input as to (1) alternatives to the RIF, or (2) the method to implement the RIF. The Education Association will be provided an opportunity to present recommendations to the President or his/her designated representative(s) regarding such reductions for consideration prior to the final decision.

**Section 2:**

The Vice President, Financial Services will provide faculty and the Instructional Administrators with year-end enrollment numbers by program/discipline every August. The Instructional Administrators will meet with the departments regarding these numbers during Fall Opening Days and discuss strategies for addressing concerns.

The RIF may be caused by:

- a. Declining enrollment over a three year period or persistent low enrollment in a program or discipline.
- b. Declining enrollment over a two year period or persistent low enrollment collegewide
- c. Program no longer applicable or expense of program is too great, regardless of enrollment
- d. Financial emergency is defined as a significant reduction in revenue (a minimum of \$0.5 million of operating funds) or an unanticipated increase in an uncontrollable expense.

**Section 3:**

Where the RIF might occur due to 2a, 2b or 2c, the College will give faculty and the Association three (3) months advance notice that the RIF might occur. The College will also notify the Association to meet and confer. Where 2d and a resulting RIF will occur, the College will notify the Association to meet and confer immediately.

If a layoff in relation to 2a, 2b, or 2c begins before the required period of written notice is satisfied, the affected employee shall be paid salary, and fringe benefits shall be continued for the balance of the required notice period and the Education Association waives any action for alleged breach of this Section.

Should the College experience a significant reduction in revenue, budget reductions/controls will first be in non-personnel expenses. In addition, the College will make every attempt to freeze the development of any new positions. In event of a RIF because of a significant reduction in revenue (2d), the College shall inform the Education Association President of its contemplated actions. Such notice shall be given at least fourteen (14) days prior to any layoff notices

being sent to bargaining unit employees. If the Education Association so requests, the College shall meet with the Education Association prior to the mailing of any layoff notices. At such meetings, the Education Association may present to the College for consideration by the College any proposals it may have regarding the RIF or how it will be accomplished.

**Section 4:**

If a program is eliminated, affected employees in the program will be RIFed. If RIFed, the employee(s) may:

- a. Request retraining. Retraining requires mutual agreement between the College and the employee and will be based on College needs, or
- b. Be offered internal outplacement services.

**Section 5:**

If there is a collegewide RIF, the focus will be on what will least impact students. The following examples, which are not all inclusive, may be considered:

- a. Focus on lowest enrollment courses
- b. Drop classes not necessary to complete program degree or certification
- c. If multiple faculty teach in a discipline, RIF one and increase class size for the remainder
- d. Other

**Section 6:**

When choosing among several faculty members in the same academic discipline, the least senior Full-time Faculty will be laid off first, followed by the next least senior and so forth. In the event seniority is equal, the deciding factor will be by lottery.

**Section 7:**

When positions become available, faculty members will be recalled in the inverse order of the layoff, provided they possess the credentials to perform the available job. Faculty will remain on the recall list for a period of two (2) years. Notification of recall shall be by certified mail at the faculty member's last known address. The faculty member will accept or reject the position within ten (10) days, by registered mail to the College. If the faculty member rejects the position, he/she shall remain on the recall list for a period of one year or such time as the faculty member would have remaining on the recall list should the position not have been offered. If not recalled within such time, the faculty member will be removed from the recall list.

**Section 8:**

Should the position previously held by a faculty member become available again, he/she shall have the right to it with no loss of College seniority.

**Section 9:**

A seniority list will be created and maintained.

Article 20: **Personnel Files and Other Employment Documents**

**Section 1:** Personnel File Access:

Each bargaining unit member will have a personnel file in the Office of Human Resources. Only this file will be considered as the official personnel file for the employee. Except for confidential pre-employment information, employees shall have access to all information in his/her file, and upon written request, may have an Officer of the Education Association accompany him/her at such review. The employee has the right to enter a response or an elaboration to any item placed in his/her file. At a minimum, each personnel file shall contain the core documents listed in Appendix C – Personnel Files.

The faculty member shall have the right to review his/her file during normal work hours.

**Section 2:** Personnel File Management:

The Human Resources Department maintains its own centralized personnel files and should be contacted for specific procedural information relating to personnel files for LMC employees. The College maintains personnel information for each employee in order to have a complete, accurate and current record of the employee's salary and job history at the College.

Employee personnel files are defined to include the application for employment, and records which are used or have been used to determine an employee's qualifications for promotion, compensation, termination, or disciplinary action. The foregoing shall not be construed to alter the definition of "personnel records" as defined by federal and state laws. Employee personnel files should contain only that information which is directly related to the employee's job duties, salary, performance and general employment history. Medical files, where applicable, will be maintained separately from other files. Materials regarding the personal or private life of an employee will not be placed in the personnel file.

**Section 3:** Adverse or Critical Material:

Nothing of a critical nature will be placed in the employee's official personnel file unless he/she has had an opportunity to examine it, and to acknowledge this examination by initialing it, and has had an opportunity to submit a written response

**Section 4:** Employment Contracts:

Each assignment for which an employee is paid shall be evidenced by a written contract, which shall be placed in the employee's personnel file. All such contracts shall contain a statement that they are subject to the provisions of this bargaining agreement. Where an employee receives release time to perform duties, such arrangement shall be reduced to writing and placed in the employee's personnel file.

Article 21: **Paid Leave**

**Section 1:** Jury Duty and Court Appearances:

When an employee is summoned for jury duty or is subpoenaed to appear in court as a non-litigant, he/she must notify his/her dean or coordinator. The employee must remit jury duty fees less mileage reimbursement to the Financial Services Department and he/she will receive regular pay and benefits.

**Section 2:** Bereavement:

In case of a death of a spouse, other qualified adult, child, stepchild, parents, sibling, or a relative residing in the immediate household, five (5) days of bereavement leave will be granted.

In case of a death of a grandparent, grandchild and parent-in-law, and parent of another qualified adult, three (3) days of bereavement leave will be granted.

One (1) day of bereavement leave will be granted to attend the funeral of aunt, uncle, grandparent-in-law, brother/sister-in-law, niece or nephew.

Additional leave days may be approved at the discretion of the Vice President, Administrative Services and shall be subtracted from the accumulated sick leave.

**Section 3:** Sick Leave:

For absences due to personal illness or disability ten (10) days per year, accumulated at one (1) day for each academic month of service, will be granted to each employee, with accumulation to one hundred fifty (150) days. One (1) additional day will be credited for a member holding an eleven (11) month contract. Two (2) additional days per year will be credited for a member holding a twelve (12) month contract. Sick leave may be used for the following reasons:

- a. For the personal illness or injury of the employee.
- b. For the employee's parent, spouse, child, step child, domestic partner or relative living in the immediate household where such person suffers a FMLA qualifying event.
- c. Illness or injury of a family member not living in the household or a domestic partner, not to exceed five (5) days per illness. Additional time may be approved at the discretion of the President or designee.
- d. To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and three (3) working days for immediate family or domestic partners.
- e. Bereavement (as subject to Article 21, Section 2).

In first year of employment, full-time faculty can apply to Human Resources for an advance of up to five (5) days sick time, to be paid back from future accruals, if they have not accrued a sufficient amount for illness. Approval will be provided unless performance issues exist that would question continuation of contract beyond first year. Should the faculty quit employment prior to earning these advanced days, the negative balance would come out of the final paycheck.

In the event an employee of the College has experienced a catastrophic medical emergency, faculty may give one-half or a full personal day(s) to the person to assist

with medical needs. Faculty will donate the days by notification to the Vice President, Administrative Services.

**Section 4:** Illness or Disability

a.Length of Leave: The employment of faculty members may be terminated after two (2) consecutive years of long term disability leave. However, if so terminated, they remain eligible to apply for future vacant positions if they recover from the disability.

b.Physician's Examination: The College may require examination by a physician of its choosing, at its expense, for any faculty member whom it believes may be unable to perform his/her duties due to illness, disability or incapacity. Refusal to submit to such examination will be grounds for termination.

c.Notice and Due Process: Before a faculty member's employment is terminated due to illness, incapacity, or disability, a written notice of intent to terminate shall be delivered to the faculty member, or to the guardian, spouse, or such other person as may be legally responsible for the faculty member. Upon receipt of such notice, the member may request implementation of the provisions for due process set forth in Article 9 – Grievance Procedure. No termination will become effective until completion of due process.

**Section 5:** Personal Leave:

The number of days allowed annually for personal leave is three (3). Faculty may take only two (2) half days. (The intent is that full-time faculty receive two half personal days and two full personal days.) Faculty may use a half day of personal time when the scheduled time missed is either no more than half of the scheduled time for that particular day or when all of scheduled time missed for that particular day fits within a four (4) hour time span. In certain cases such as when the time off can be made up at a later time (e.g., an office hour that is rescheduled) the Instructional Administrator may grant an "excused absence" which then requires no use of personal time.

Personal leave is not cumulative and may not normally be utilized on the day immediately preceding or following days when the College is officially closed or holidays and breaks. Where personal leave is to be used on days preceding or following holidays or College breaks, the reasons for the leave must be provide.

**Section 6:** Paid Leaves, Temporary Military Leave:

For employees called to temporary military service of ninety (90) days or less (e.g., National Guard duty, Reserve training), the College will continue to pay the employee's salary and the employee will sign over to the College any pay received from the military. The College will also continue to provide comprehensive health insurance to the employee and/or the employee's dependents if no comprehensive health insurance is offered to the employee and/or the employee's dependents through the military.

Full-time Faculty may leave for and/or return from temporary military service “outside the period of service in the uniform services” on a workday where not scheduled to teach without using personal leave and receive regular College full-time faculty compensation for the travel day(s). Missed office hours shall be rescheduled.

**Section 7:** Sabbatical Leave

The College will grant one (1) two (2)-semester sabbatical leave each year of this agreement. In addition, the College may grant up to two (2) additional two (2)-semester sabbatical leaves each year of this agreement. The College may also grant one (1)-semester sabbatical leaves. Sabbatical leave is conditioned on the College’s ability to hire a replacement. Sabbatical leaves will be awarded in accordance with the procedures that are in effect on the date of this agreement (see Appendix D. -- Faculty Sabbatical Leave). The Sabbatical Leave Committee will make its recommendation based on consensus.

Article 22: **Unpaid Leaves**

**Section 1:** Unpaid Leaves, Active Duty Military Leave:

The College will provide a leave of absence for employees called to active duty of greater than ninety (90) days, in accordance with Federal Law. No salary or collateral benefits will be allowed for such extended leave. The employee’s right to reemployment upon discharge will be governed by Federal Law.

**Section 2:** Unpaid Campaign Leave:

Upon sixty (60) days advance notice, an employee shall be granted a leave of absence of one semester in order to campaign for political office. Such leave will be without pay or benefits. The employee may choose the semester in which the leave will be taken.

**Section 3:** Unpaid Professional Leaves:

Upon approval of the President, unpaid professional leaves of up to two (2) years may be taken for purposes such as:

- Advanced study leading to a degree or certification
- Retraining in a different subject matter other than the employee’s current discipline or specialty
- Exchange teaching or assignments at other institutions
- Professional societies and associations
- Special training in the employee’s current discipline or specialty
- Political leave
- Other leaves of absence upon the mutual consent of the employee and the President

Except as required by the Family and Medical Leave Act, while on unpaid leave an employee shall have the option to maintain his/her group insurance coverage by assuming the premiums, payable one month in advance. Benefits or rights accumulated prior to the effective date of the leave of absence shall be carried forward and credited to the member upon his/her return; however, a member on unpaid leave shall not accrue sick leave or additional sabbatical leave credit while on leave.



The College shall continue to maintain its portion of group health insurance coverage for the duration of any Family and Medical Leave.

**Section 4:** Family and Medical Leave

Employees who work a minimum of one thousand two hundred fifty (1,250) hours in any twelve (12) month period are eligible for family and medical leave under the terms and conditions of the Family and Medical Leave Act of 1993 and federal regulations pertaining to that statute.

Lake Michigan College will require the employee to use accrued paid leave as part of any leave provided under the Family and Medical Leave Act. The types of paid leave that shall be used are as follows:

Sick Days, Personal Days, Short Term Disability, Long Term Disability. Worker's compensation benefits and all leave time will run concurrently with the FMLA leave.

**Section 5:**

Leaves of absence without pay or fringe benefits for personal illness or poor health may be granted in increments of semesters for one (1) year and may be extended up to two (2) years by the College.

Article 23: **Supplemental Laboratory Maintenance Contract**

To provide the student with a quality learning environment, a fifteen hundred dollar (\$1,500) annual supplemental contract per lab will be issued to each faculty member responsible for maintaining a lab. A lab is defined as a physical area related to a program that requires maintenance. Labs include CIS Lab, art, nursing, radiography and ultrasound combined as one, theatre, dental, welding, machine tool, hydraulics/pneumatics and electronics combined as one, and culinary Duties involved will consist of overseeing/management of supplies, maintaining lab conditions, general lab maintenance, and light machine repair.

Article 24: **Insurance Benefits**

**Section 1:**

From July 1, 2014 through June 30, 2018, Full-time Faculty members shall each contribute twenty (20) percent of the cost of their health insurance plan. The Association and the College agree to stay with the current plan -- MESSA ABC Plan 1 with deductible fully funded by the College. If Full-time Faculty change to a more costly plan, Full-time Faculty will pay the additional cost.

The College shall make payment of insurance contributions when due for all persons to assure continuance of coverages. The insurance year shall be defined as July 1 through June 30.

The open enrollment period shall be jointly established annually.

A newly hired bargaining unit member shall be provided insurance effective with his/her first day of work. When necessary, contributions on behalf of bargaining unit members shall be made retroactively or prospectively to assure uninterrupted

participation and coverage. The College shall be responsible for providing insurance information including applications and claims materials.

If one employee is covered under another employee's insurance, one shall elect health insurance coverage and the other shall elect the cash option in lieu of health benefits.

Domestic partners will only be eligible for College-paid health care benefits if and when both the College's legal counsel and the Association's legal counsel agree the proposed coverage is within State of Michigan and Federal law and meets IRS benefit plan requirements.

**Section 2:**

From July 1, 2011, through June 30, 2014, the College assumes costs of PAK-B including long term disability, term life, vision and dental insurance benefits. Any cost for additional coverage options beyond the College's contribution will be paid by the full-time faculty member.

**Section 3:**

The Association shall determine the insurance carrier and coverages and shall provide summary and plan documents to the College for the coverages provided for each insurance year. The College will audit the plan for cost and allowable coverage in compliance with Federal and State of Michigan laws and legislation.

**Section 4:**

Faculty members who opt out of health coverage and instead elect the coverages described in Section 2 above shall receive an annual stipend of \$2,400 payable in twenty-six (26) equal installments. The stipend amount will be applied through the College's regular payroll system or other College approved options.

**Section 5:**

The College's contribution per faculty member shall cease for a faculty member whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act or where health insurance is available under a disability or other applicable program.

**Section 6:**

If the monthly and annual premium for faculty members is less than the College's contribution under Sections 1 and 2 above, the monthly savings will be placed in an interest-bearing escrow account. The Association will be advised monthly of the balance of any such escrow account. At the end of any year, and at the conclusion of the audit of the escrow account, the Association shall direct the College to either (1) deliver to the Association any balances then remaining in the escrow account, or (2) retain the escrow account to defray the expenses of any new premiums which may exceed the College's required contribution. The Association shall hold the College, its Board and employees, harmless in the management of the escrow account fund.

**Section 7:** Elective Benefits

Faculty are entitled to college wide elective benefits, with additional cost paid by the employee.

Article 25: **Compensation****Section 1:**

Wages for 2014-15, 2015-16, 2016-17, and 2017-18:

1. No movement of grid. (See appendix E – Faculty Grid)
2. Those over Step 17 will receive a \$1000 each year in lieu of Step.

For 2014-15:

- Full-time Faculty at full step will receive no wage change unless over Step 17.
- Full-time Faculty at a half-step will move to the next full-step.

For 2015-16, 2016-17, and 2017-18:

- Full-time Faculty move a full-step unless at Step 17.

Step advancement depends on fully meeting the performance expectations of the faculty member's annual evaluation.

Starting Wage for Lecturer: \$34,000 plus benefits

For Lecturers employed by June 30, 2014:

- 2014-15 – 1% increase
- 2015-16 – 2% increase
- 2016-17 – 2% increase
- 2017-18 – 2% increase

**Section 2:**

New hires will be placed on the salary schedule in accordance with the procedures set forth in Appendix F – Faculty Salary Equity Placement Method. The College may award up to three (3) steps above the new hire's normal placement for prior experience, special skills or other factors relevant to the position for which the individual is being hired.

**Section 3:** Retirement

At the time of hire, a full-time faculty member may elect to participate in either the Michigan Public Schools Retirement System or in TIAA-CREF.

- a. Current standard contribution to the Michigan Public School Employee's Retirement System is paid in full by the College. Additional employee contributions may be deducted under the guidelines of the MPSERS as amended from time to time.
- b. College established contribution to TIAA-CREF is paid by the College. Additional employee contributions may be deducted under IRS guidelines.

Whatever the College contribution made for non-faculty employees will be made for faculty. The College contribution for TIAA-CREF will not be lower than

14.96% for the length of the contract for full-time faculty hired prior to August 31, 2011. Beginning September 1, 2011, new full-time faculty choosing TIAA-CREF will receive a College contribution of 10%. In addition, the College will match any employee's contribution, who was hired after August 31, 2011 to TIAA-CREF up to two (2) additional percent. New contribution level will be implemented with LMC Board of Trustees approval.

**Section 4:** Tax Deferred Annuities Including 403b

The Board shall make available a salary deferral plan with any carrier approved by the Vice President, Financial Services. Contributions, when made, shall be transmitted according to the member's pay schedule to the appropriate carrier in accordance with the Internal Revenue Code 195 as amended.

**Section 5:** Payroll Deduction and Direct Deposit

The Board shall make available payroll deductions and direct deposit of pay checks as approved by the Vice President, Financial Services.

**Section 6:**

For faculty achieving advanced degrees, the registrar of the granting institution must issue the official finding (e.g., grade, degree earned) by the faculty contract deadline before a Level change is granted.

Article 26: **Non-Discrimination**

The parties recognize the College's continuing commitment to equal employment opportunity, non-discrimination and affirmative action. The parties further agree that there shall be no discrimination with respect to training, assignment, promotion, transfer, discipline, or other conditions of employment, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, height, weight, or veteran status.

Article 27: **Faculty Member Rights**

**Section 1:** Communication Devices

Except as is required as an accommodation under federal or state disability laws, the presence of communication devices by students during meeting of classes shall be subject to the permission of the instructor. Permission shall not be unreasonably withheld. A student denied permission shall have the burden of establishing through the student grievance process that permission was unreasonably withheld. Where permission is granted, the student shall be required to acknowledge in writing that the content of the instruction shall not be reproduced but only used for the student's own personal learning experience.

**Section 2:** Observations

All classroom observations shall be conducted in the open and with the full knowledge of the instructor.

**Section 3:** Concerted Activity

The College shall not discriminate with respect to the terms and conditions of a faculty member's employment, because of his/her membership or non-

membership in the Education Association, or because of his/her lawful participation in Education Association activities.

**Section 4:** Personal Activities

Faculty members are entitled to full rights of citizenship. Activities on their personal time, including but not limited to religious or political activities, shall not be used as a basis to discriminate in the terms and conditions of their employment, provided that such activities do not prevent them from performing their employment duties and provided further that faculty members do not represent that those activities are undertaken on behalf of the College.

Members shall not conduct themselves in any manner that creates an actual conflict of interest between their position of employment and their activities or relationships with students currently in their class. Members shall immediately disclose any potential conflict of interest situation that may arise to the Vice President, Administrative Services. Failure to make such disclosure may result in discipline. Faculty members shall not authorize the use of College resources for the benefit of, or for supporting or opposing, political or religious beliefs.

**Section 5:** Departmental Participation

Any full-time faculty member that is assigned duties in more than one area or department shall have the right to fully participate in all areas or departments that he/she serves.

**Section 6:** Field Trip

A field trip shall be defined as any educational activity which requires students and faculty members to leave the specific site where the class is normally scheduled to meet. The College shall make every effort to supply transportation for all field trips.

**Section 7:** Liability Insurance

The College shall continue to provide liability insurance to full-time faculty through the Michigan Community College Risk Management Authority (MCCRMA) subject to the coverage provided.

**Section 8:** Academic Freedom

The faculty member shall be entitled to freedom of discussion within the classroom on all matters relevant to the course and within his/her area of professional competence.

When an artistic performance, work or exhibition is conducted by a faculty member as a professional extension of his/her teaching responsibilities, he/she shall be entitled to academic freedom of expression, subject only to legal requirements and Board policies.

Upon the previous written approval of the supervising dean, a member shall be free to introduce on an experimental basis any methods or innovations in instruction which he/she believes will enable students to achieve the course

objectives. The member will provide an evaluation report to the supervising dean upon the conclusion of the experiment.

Article 28: **Severability**

**Section 1:**

If any provision of this agreement or any application of this agreement to any faculty member or faculty members should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to rule or regulation of appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions shall continue in full force and effect.

Article 29: **No Strike, No Lockout**

**Section 1:**

The Education Association shall not cause, engage in, or sanction any strike or interruption of normal College operations during the life of this agreement. Nor shall there be any strike or any interruption of work during the life of this agreement because of any dispute or disagreements between any persons who are not signatory parties to this agreement.

**Section 2:**

The College agrees that there will be no lockout of the Education Association or Education Association members during the life of this Agreement.

Article 30: **Duration of Agreement**

This Agreement shall remain in full force and effect from the 1st day of July, 2014 until the 30th day of June, 2018.

Subsection (7) of the Public Employment Relations Act, MCL § 423.215, requires: ***MCL § 423.215(7) Compliance Provision:*** Consistent with the provisions of the public employment relations act, MCL § 423.215 (7) and the local government and school district fiscal accountability act, MCL §§ 141.1501 to 141.1531 (as may be amended), the parties recognize that this Agreement may be subject to rejection, modification, or termination by an emergency manager appointed under the local government and school district fiscal accountability act to the extent that the local government and school district fiscal accountability act applies to community colleges. Nothing in this collective bargaining agreement precludes either party from challenging the local government and school district fiscal accountability act.

Article 31: **Entire Agreement**

**IN WITNESS WHEREOF**, the duly authorized representatives of both parties have affixed their signatures at Benton Harbor, Michigan, this 15 day of September, 2014.

**LAKE MICHIGAN COLLEGE**

[Signature] 9/16/14

Name

Date

Anne C. Erdman 9/15/14

Name

Date

**LAKE MICHIGAN COLLEGE EDUCATION ASSOCIATION MEA/NEA**

[Signature] 9/16/14

Name

Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**APPENDIX A – GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ Lake Michigan College

Distribution of Form

- 1. President
- 2. Instructional Administrator
- 3. Education Association
- 4. Grievant

Submit to Supervisor in Duplicate

<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Article/Section/Policy Violated: \_\_\_\_\_

2. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

Grievant Signature	Date /Time
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Education Association Officer Signature, Date/Time

C. Disposition of Dean: \_\_\_\_\_

\_\_\_\_\_

Signature of Dean	Date /Time
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D. Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

Signature	Date/Time
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If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP 2

A. Date Received by Vice President or Designee:

B. Disposition of Vice President or Designee:

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~~VP or Designee Signature Date/Time~~

C. Position of Grievant and/or Association:

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Signature

Date /Time

STEP 3

A. Date Received by President or Designee:

B. Disposition of President or Designee:

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~~President or Designee Signature, Date/Time~~

STEP 4

A. Date/Time Submitted to Mediation:

STEP 5

A. Date/Time Submitted to Arbitration:

## APPENDIX B

# FACULTY EVALUATION PROCESS

May 20	Faculty send 3-5 goals to the supervising administrator.
May 20-September 30	Goals are either approved or negotiated and revised by the faculty member in collaboration with the supervising administrator.
October 1	In the third year of the evaluation cycle, faculty submit a completed Faculty Evaluation Form to the same supervising administrator.
October 21-February 1	Collegial Conference occurs between faculty and the supervising administrator, and the Faculty Evaluation Form is completed by the supervising administrator.

The Faculty Evaluation Process shall be on a three-year cycle, with the supervising administrator evaluating a course/ lab of the faculty member during the third year of the cycle. (Note: Faculty shall be divided into three groups using last names that begin with A-I, J-R, and S-Z). Faculty at any time may ask for the Department Chair and/ or a Peer Instructor to likewise evaluate him/ her. Such evaluations will also become part of the Faculty's overall Evaluation Process (and will be included with the Faculty Evaluation Form).

A collegial conference (which may either be verbal or written) shall occur during the first two years of the faculty evaluation process. The collegial conference shall include:

- b. A discussion of the Faculty Member's progress toward/attainment of his/her goals.
- c. A discussion of the Faculty Member's efforts to improve student learning in his/her courses (including a review of student perception of instruction surveys).
- d. A discussion of the Faculty Member's contributions as an "active citizen" to the overall support of the College over the past year. Such endeavors may include curriculum (re) development, participation in committee assignments, recruitment of students, and/ or promotion of College-wide activities.

A collegial conference shall also occur in the third year of the faculty evaluation process, covering the same discussion points listed above. In addition, a written Faculty Evaluation Form will be completed by the supervising administrator, which shall address the following:

- a) Progress/attainment of goals
- b) Efforts to improve student learning (including a review of Student Perception of Instruction surveys)
- c) College citizenship
- d) Classroom observation
- e) Expectations for change and/or improvements (if necessary)

\*See proposed Faculty Evaluation Form

Faculty Evaluation Form  
Academic Year: \_\_\_\_\_

**Faculty Member:** \_\_\_\_\_

**Attainment of Goals**

- Acceptable
- Acceptable with Concerns
- Unacceptable

\*Comments:

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**Efforts to Improve Student Learning (Including review of *Student Perception of Instruction* surveys.)**

- Acceptable
- Acceptable with Concerns
- Unacceptable

\*Comments:

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**College Citizenship**

- Acceptable
- Acceptable with Concerns
- Unacceptable

\*Comments:

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**Classroom Observation**

- Acceptable
- Acceptable with Concerns
- Unacceptable

\*Comments:

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**\*Expectations for change and/or improvements:**

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**\*Additional Comments**

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**Determination:**

**Faculty Member :** \_\_\_\_\_

- has  has not met all expectations -
- is  is not recommended for the next step. -

**Signatures:**

Faculty Member	Date	Supervising Administrator	Date
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\*as appropriate and necessary

## **APPENDIX C PERSONNEL FILES**

Each employee's personnel file shall contain the following core documents:

1. Employment application.
2. Academic transcripts.
3. Faculty data sheet.
4. Contracts.
5. Release time form (where applicable).
6. Evaluations.
7. Written discipline.
8. Resignation or discharge.

The failure to include any of the foregoing documents in a personnel file shall not be subject to a grievance, unless there exists a discernible pattern that the employer has intentionally excluded or removed material from the file. In the event the employer loses documents meant for inclusion in a personnel file, the employer shall pay any fees required to reproduce the document.

The foregoing shall not be construed to alter the definition of personnel records as defined by federal and state law including, without limitation, the Bullard-Plawecki Employee Right to Know Act, MCL 423.501, et seq and the Michigan Wage and Fringe Benefits Acts, MCL 408.471, et seq, the Michigan Occupational Safety & Health Act, MCL 408.1001, et seq.

## APPENDIX D – FACULTY SABBATICAL LEAVE

Office of Origin: Human Resources

Date Adopted: January 19, 2000

Last Date Modified & Approved: August 23, 2011

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Sabbatical leaves are limited to purposes that clearly promise reciprocal advantage to the College and to the applicant.

- A. The initial request for a sabbatical leave is made **by the first Monday in December** by 4 p.m. through the Office of Human Resources. At a minimum, the request should:
1. State the purpose of the sabbatical, including specific activities to be accomplished, with time lines for completion.
  2. State the method of evaluating progress.
  3. State the value of the leave to the applicant.
  4. State the value of the leave to the College.
  5. State the expected dollar value of grants, fellowships and other remuneration related to sabbatical activities.
  6. Document seven years of continuous service in a full-time faculty capacity (including approved leaves of absence) at Lake Michigan College.
  7. Document the passage of seven years since last sabbatical leave.
- B. Remuneration to faculty members granted sabbatical leave shall be at the rate of full salary for one semester or half salary for one year.
- C. The faculty member shall return to his/her position with the College for a period double in length of the leave granted, or may be asked to reimburse the College.
- D. Those granted sabbatical leave are responsible for accomplishment of the stated objectives of the leave, or may be asked to reimburse the College.
- E. Sabbatical Leave Committee
1. A Sabbatical Leave Committee will be appointed by the President and will be composed of **two faculty members each from Arts and Sciences and from Technology, Health Sciences and Business, the Dean of each, and one non-teaching faculty**. The chair of the committee will be a faculty member and will serve a one-year term.

### Role of the Committee

The committee reviews all applications for sabbatical leave and submits its recommendation **including a financial impact statement for review by the Vice President, Instruction and the President.**

2. In making its recommendations, the committee will consider:
  - a. The extent to which the applicant's plans for the use of time while on leave are definitive and educationally constructive.
  - b. The extent to which a leave could have an immediate impact on the quality of instruction or service at the College through the faculty member's increased knowledge and/or competence.
  - c. The extent of the applicant's professional study, contribution and successful service at Lake Michigan College during the preceding seven years.
3. The President will consider the recommendation of the committee and the Vice President of Instruction, and report his/her decision to the Board of Trustees.
4. Written notice of the decision of the President will be given to the concerned member within fifteen (15) days after official action of the President, but no later than **the day after the April Board Meeting.**
5. Within sixty (60) days of the expiration of the leave, the individual shall provide a written report, along with any additional documentation requested, to the President for purpose of evaluating the success of the leave. The individual may be asked to appear before the Board of Trustees to present a summary.

**Responsibility:** V.P., Administrative Services

**References:**

## REQUEST FOR SABBATICAL LEAVE: FACULTY

To be considered for the following academic year, application must be received in Human Resources by 4:00 p.m. on the first Monday in December.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Date of Hire (full-time): \_\_\_\_\_  
 Date of last sabbatical leave: \_\_\_\_\_  
 Time period of requested leave: \_\_\_\_\_  
 I will return to my position as of: \_\_\_\_\_  
 Signature: \_\_\_\_\_

### ATTACHED DOCUMENTATION: (To be completed by applicant)

1. Statement of purpose, including specific activities to be accomplished with time lines for completion.
2. State the method of evaluating progress.
3. State the value of the leave to the applicant.
4. State the value of the leave to the College.
5. State the expected dollar value of grants, fellowships and/or other remuneration related to sabbatical activities (specify type and amount).

### APPLICATION REVIEW: COMPLETE BEFORE SUBMITTING TO HUMAN RESOURCES

Instructional Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Instructional VP's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### RECOMMENDATION OF THE SABBATICAL LEAVE COMMITTEE:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



APPENDIX E

Lake Michigan College  
Faculty Grid  
2015-2018 - full step. Those at top receive \$1,000

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	38694	41584	43474	45364	47255	49145	51035	52925	54815	56706	58596	60486	62376	64266	66156	68102	70105	72167
2	41763	43761	45760	47758	49756	51754	53753	55751	57749	59747	61746	63744	65742	67740	69739	71796	73913	76093
3	41963	43961	45960	47958	49956	51954	53953	55951	57949	59947	61946	63944	65942	67940	69939	71996	74113	76293
4	43379	45445	47511	49576	51642	53708	55773	57839	59905	61970	64036	66102	68167	70233	72299	74425	76614	78868
5	45325	47502	49679	51857	54034	56211	58389	60566	62744	64921	67098	69276	71453	73630	75808	78049	80356	82732
6	45725	47902	50079	52257	54434	56611	58789	60966	63144	65321	67498	69676	71853	74030	76208	78449	80756	83132
7	46985	49222	51459	53697	55934	58172	60409	62646	64884	67121	69358	71596	73833	76070	78308	80611	82982	85423
8	48499	50838	53176	55514	57852	60190	62528	64866	67204	69542	71880	74218	76556	78894	81232	83639	86117	88667
9	49099	51438	53776	56114	58452	60790	63128	65466	67804	70142	72480	74818	77156	79494	81832	84239	86717	89267
10	49885	52265	54745	57125	59505	61886	64266	66646	69026	71406	73787	76167	78547	80927	83308	85758	88280	90877
11	51446	53944	56441	58939	61436	63934	66431	68929	71426	73923	76421	78918	81416	83913	86411	88982	91628	94352
12	52446	54944	57441	59939	62436	64934	67431	69929	72426	74923	77421	79918	82416	84913	87411	89982	92628	95352

KEY

- Level 1 Less than Baccalaureate degree equivalent
- Level 2 Baccalaureate degree equivalent
- Level 3 Baccalaureate degree
- Level 4 Baccalaureate degree or equivalent plus 15-29 graduate semester hours
- Level 5 Master's degree equivalent (30-44 graduate semester hours)
- Level 6 Master's degree
- Level 7 Master's degree or equivalent plus 15-29 graduate semester hours (45-59 graduate semester hours)
- Level 8 Specialist degree equivalent (60-74 graduate semester hours)
- Level 9 Specialist degree
- Level 10 Specialist degree or equivalent plus 15-29 graduate semester hours (75-89 graduate semester hours)
- Level 11 Doctoral degree equivalent (90 or more graduate semester hours)
- Level 12 Doctoral degree

## APPENDIX F

## LAKE MICHIGAN COLLEGE

## HUMAN RESOURCES: FACULTY

DIVISION:	FINANCIAL SERVICES	PROCEDURE NO. FA 6
DEPARTMENT:	HUMAN RESOURCES	REVISION DATE 08-23-11
SUBJECT:	FACULTY SALARY EQUITY PLACEMENT METHOD	<u>SUPERSEDES NO.</u> ORIGINAL DATE 07-01-09

The Lake Michigan College equity salary placement method is intended to provide an objective base salary placement for new hires. The method may also be used as a basis for annual salary progression and to adjust the placement of current faculty when the individual attains new educational credentials.

The individual faculty member is responsible for providing complete credential documentation, including transcripts, certificates and the information needed to verify and evaluate previous employment. All academic course work must be verified by transcript.

Evaluation of credentials and the determination of placement is the responsibility of the placement committee; i.e., the Dean of the area, two other Deans, the appropriate vice president, and the Assistant Director of Human Resources.

## I. LEVEL PLACEMENT

- A. The salary placement schedule has twelve levels based on academic credential and continued professional development:
1. Less than Baccalaureate degree
  2. a. Baccalaureate degree equivalent  
b. Baccalaureate degree
  3. Baccalaureate degree or equivalent plus 15-29 graduate semester hours
  4. a. Master's degree equivalent (30-44 graduate semester hours)  
b. Master's degree
  5. Master's degree or equivalent plus 15-29 graduate semester hours (45-59 graduate semester hours)
  6. a. Specialist degree equivalent (60-74 graduate semester hours)  
b. Specialist degree
  7. Specialist degree or equivalent plus 15-29 graduate semester hours (75-89 graduate semester hours).

## FACULTY SALARY EQUITY PLACEMENT METHOD

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8. a. Doctoral degree equivalent (90 or more graduate semester hours or more)
- b. Doctoral degree

Degree equivalents are awarded a lesser amount than the earned degree. (See current Salary Scale for details.)

### B. Level Placement Guidelines:

1. The academic degree and any additional graduate semester hours must be earned from an institution accredited by a nationally recognized regional accreditation association; for example, the North Central Association of Colleges and Secondary Schools.
2. Quarter-hour credit conversion to semester hours is at the rate of two semester hours for three quarter hours ( $2/3$  times term hours), unless a different valuation is indicated by the granting institution.
3. Degree equivalency shall be established by the following criteria:
  - a. To be given credit for a baccalaureate degree equivalent the individual must have been employed in an occupation directly related to the assignment for a minimum period of eight (8) years and be licensed in his/her respective trade field, if licensure is available. Individuals with an associate degree will be required to have four (4) years of work experience directly related to the assignment.
  - b. Vocational certification equals two years of relevant experience, which can be equated to fifteen (15) graduate semester hours, and can be used once.
  - c. To be given credit for a master's degree equivalent the individual must hold a baccalaureate degree and (1) must have been employed in an occupation directly related to his/her assignment for an additional four (4) years, OR (2) must have completed 30 graduate semester hours.
  - d. Where the work experience of the individual exceeds the minimum requirements listed above, the excess may be used for step placement purposes but experience once allocated for equivalency purposes cannot be used again for step placement.
  - e. Credit for prior relevant experience is limited to six (6) equated years beyond the experience necessary for vocational certification in the major teaching responsibility.
3. One additional semester hour of graduate credit may be administratively granted for every thirty (30) contact hours of participation in continuing education workshops or seminars in the individual's subject area which meet the following requirements:

## FACULTY SALARY EQUITY PLACEMENT METHOD

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- a. The individual's participation in the workshop or seminar must have prior approval by the Instructional Administrator and Vice President. New hires must have workshops or seminars evaluated and approved by the placement committee.
- b. The individual must present formal certification of the successful completion of the activity. Continuing Education Units (CEU), Michigan Nursing Association (MNA) units or other formal documentation is preferred. Contact hours in attendance at professional conferences, lectures, etc. will be counted only for those activities which meet CEU criteria:

"One CEU is defined as ten (10) contact hours of participation in an organized continuing education experience under responsible sponsorship, capable direction and qualified instruction."

- c. If CEU's are not available, the individual may submit a written report of the activity, which includes purpose, objectives and the specific outcomes related to the work assignment completed or gained by the individual.
- d. Undergraduate courses taken at an accredited institution, including retraining course work, may be counted toward continuing education on a contact hour basis with the prior approval of the Dean; i.e. one semester hour's credit may be counted as the equivalent of 16 contact hours (1.6CEU).
- e. "Continuing education" is to be construed as the learning of new information not the sharing of one's expertise. Examples of experiences which may NOT be counted as continuing education include: Volunteer teaching, guest teaching, consulting, reviewing for a publisher, etc.

## II. STEP PLACEMENT

- A. The equity salary placement method has **seventeen (17)** equal steps within the range for each level. Each step represents one year of college teaching experience or its equivalent.

New hires will be placed at the calculated step within each level. Market driven new hire Full-time Faculty positions may receive additional step(s). Market driven hires will be identified to the Association President. Future wages would be regular movement on the faculty grid.

## FACULTY SALARY EQUITY PLACEMENT METHOD

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Faculty assigned to work special assignments other than the standard Lake Michigan College academic year of thirty seven weeks will receive an increment in addition to the computed base salary. The increment will be determined as the equity base salary divided by thirty seven (37) multiplied by the number of weeks assigned in excess of thirty seven.

Instructional Administrator will determine all new year-round Full-time Faculty positions. In addition, current Full-time Faculty may receive year-round contracts with the agreement of the Instructional Administrator and the Full-time Faculty member.

Year-round Full-time Faculty contracts will typically be scheduled twelve (12) contact hours Fall Semester, twelve (12) contact hours Spring Semester, and twelve (12) contact hours Summer Terms. Annual wage will be prorated for the additional six (6) contact hours. Year-round Full-time Faculty will not be required to participate in College committees, but may do so.

### B. Step Placement Guidelines:

Placement in the range on each step of the level will be determined in the following manner:

1. Full-time college and/or public or private school teaching, counseling or librarian experience will be counted one year for one year. If the experience is part time, including research, teaching fellowships, or teaching assistant ships, it may be equated to yearly experience (i.e., 30 semester hours equals one year). Such part time experience will not be counted until it is the equivalent of one or more full years.

Only graduate teaching assignments are counted as teaching experience, and are normally counted as half-time appointments. Student tutoring or teaching during the pursuit of an undergraduate degree may be counted as work experience only if it is directly relevant to the individual's primary assignment.

2. Full-time related industrial teaching, counseling or librarian experience will be counted one for one year.
3. Full-time college and/or public or private school administrative experience will be counted one year for one year.

NOTE: Credit for prior teaching experience is limited to a maximum of seven (7) years.

4. Other relevant experience will be equated as follows:
  - a. Prior full time non-teaching industrial, business, public service or military experience will be equated at one half, if the experience is directly related to the individual's major teaching assignment.

## FACULTY SALARY EQUITY PLACEMENT METHOD

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- b. No more than one year's experience will be counted in any one calendar year, i.e., experience such as overloads, summer school teaching, coaching, or part time teaching at a second institution performed concurrently with full time teaching/counseling employment will not be counted as additional experience.
- c. Concurrent technical experience that is specifically approved in advance by the Instructional Administrator as "retraining" may be equated at the rate of 2000 documented clock hours for one year (up to a maximum of three years) if it can be established that no equivalent academic course work is available.
- d. Experience acquired during special purpose, exchange teaching or sabbatical leave will be fully credited upon approval of the placement committee.
- e. The individual will receive credit for additional years of experience at Lake Michigan College only for those years for which he/she receives a "Satisfactory" performance rating.
- f. In evaluating concurrent experience, the equivalency method most favorable to the individual will be used.

#### D. Additional comments:

- 1. Any fractions appearing in the total figures will be rounded to the next lowest whole number.
- 2. Application for new level assignment must be received by the Dean before June 1 for the following Fall semester, and by October 1 for the following Spring semester. The application must be substantiated by appropriate documentation.
- 3. Reassignments will be made upon the recommendation of the placement committee. Salary adjustments will take effect in the semester following approval of the application.
- 4. Individuals employed by the College in grant funded positions are not placed according to this method. If the position becomes a part of the general operating fund, the individual's credentials will be evaluated and he/she will be placed as a new hire.

## APPEAL PROCEDURE

### A. An individual may appeal his/her placement as follows:

- 1. On written request to the Vice President, Administrative Services for a hearing within thirty (30) working days of receipt of the placement result, an

## FACULTY SALARY EQUITY PLACEMENT METHOD

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individual may meet with the placement committee to present additional documentation.

2. The hearing will be held within ten (10) working days from the time of receipt of the request. The committee will render a decision within three (3) working days.
3. The individual may appeal the decision of the committee to the President within ten (10) working days. The President will render a decision within three (3) working days.
4. The decision of the President will be final. A written rationale shall be sent to the Equal Opportunity Officer, the Dean and the individual concerned

## APPENDIX G

### **Professor Emeritus Policy**

#### **Policy Statement:**

1. Purpose

This policy addresses the appointment of retired full-time teaching faculty of the College to the status of Professor Emeritus and the rights and privileges accompanying such appointments.

2. Policy

The College's Emeritus status policy is intended to honor retired LMC faculty who have made extraordinary contributions through exemplary teaching, community outreach, and/or within their academic discipline. Reserved for those who have earned such a distinction over the course of many years of dedicated service, nominations must reflect especially meritorious and significant accomplishments. No more than one Professor Emeritus award can be conveyed in any given year; however, an exception may be granted by the Vice President of Instruction should scholarly access to collegiate resources be a factor in the nomination.



The Faculty Association and the College recognize the clause in the contract that states: "full-time faculty members will be paid at the highest adjunct rate for overload work" is the established practice and will continue to be enforced as such.

Both the College and the Association also recognize that for the nursing department to attract adjuncts with the qualifications needed for accreditation a special market driven rate will be paid to nursing adjuncts who hold MSN degrees. This rate will only be paid to those nursing adjuncts who hold an MSN and not to other adjunct instructors and will not be used as the pay rate for full-time instructors' overload.

For any adjunct rate to be considered a special market driven rate, it must be discussed with the Faculty Association prior to implementation. If a higher rate is paid to any adjunct instructor as a special market driven rate without the Faculty Association first being provided the opportunity for input, it will be considered as a regular adjunct rate and as such, all full-time overload will be paid at that higher rate.

Anne C. Erdman 3/31/15  
Vice President, Administrative Services Date

James M. Larson 3-31-15  
LMCEA President Date