AGREEMENT

BETWEEN

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

AND

LANSING COMMUNITY COLLEGE CHAPTER OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, MEA/NEA

AUGUST 12, 2024 – AUGUST 11, 2029

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MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, MEA/NEA
AUGUST 12, 2024

ARTICLE I. RECOGNITION

A. **Recognition**

The College hereby recognizes the Association as the sole and exclusive collective bargaining representative for the bargaining unit consisting of all full-time and part-time Faculty, including Teaching Faculty who are scheduled to teach at least three workload hours per academic year and Academic Professionals who are scheduled to work at least 96 clock hours per academic year; excluding all employees whose primary employment is as executives, managers, administrators, supervisors, clerical employees, technicians and technical employees, coaches, and student employees or other employees. While executives, managers, administrators, supervisors, clerical employees, technicians and technical employees and coaches are not included in the bargaining unit, nothing in this Agreement prohibits bargaining unit members from performing these duties or activities if assigned.

B. **Termination / Loss of Benefits**

The College agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.

C. **Bargaining Unit Member Titles**

Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function.

D. **Negotiation**

The College agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement. However, nothing in this Agreement is intended to prevent the College from working with an Academic Senate concerning matters of College-wide academic philosophy, College-wide academic policy and College-wide academic initiatives, or concerning such other matters as expressly authorized by other provisions of this Agreement.

E. **Instructional Service Agreements**

The Association recognizes the right of the College to continue to use Instructional Service Agreements in limited circumstances. The College will provide copies of such agreements to the Association within a week of their issue and will engage in discussions where there are concerns. Each agreement will be signed, certifying independent contractor status.

F. **Salary Level 9 Review**

When the College tentatively creates a new or substantially modified position below Salary Level 9, the Human Resources Department will notify the President or other designated representative of each bargaining unit and provide a job description together with information on tentative bargaining unit placement (if any), classification, and compensation Level. At the same time, Human Resources will create an electronic workspace for such representatives to submit comments on unit placement, classification, and compensation Level. Comments must be submitted, if at all, within five business days, unless a longer period is agreed to by the parties. If the position reasonably could be placed in more than one bargaining unit, Human Resources will convene a meeting to discuss the issues upon the request of the representative of any such bargaining unit. Such a request must be filed within the original comment period, and the meeting will be convened within five business days after such period. Following the comment period, including a meeting if requested, a final decision on placement of the new position within or removal of a modified position from the bargaining unit shall be made by Human Resources Department, and notice of the unit placement will be provided to the President or other designated representative of each bargaining unit not later than the date of posting the position.

ARTICLE II. ASSOCIATION RIGHTS

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

ARTICLE III. EMPLOYER RIGHTS

A. **Employer Rights in General**

1. The Employer possesses and retains the sole power, duty, and right to operate and manage its departments, agencies, programs, and facilities; to carry out its business; and to carry out all constitutional, statutory, and administrative policy mandates and goals.

Except as limited by the express provisions of this Agreement, such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine and change matters of managerial policy and administrative control of the College and its facilities, equipment, and operations; the mission of the Employer and its parts; the services to be provided and the methods, means, and procedures to be used in providing them; the organizational structure; the nature and number of facilities and departments and their locations; to establish and change the classifications of work and the duties and responsibilities of each; to hire and increase or decrease the size of the work force; to assign personnel; to recognize and reward success; to maintain order and efficiency; and to use new and/or improved methods or outside assistance.

2. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include, but are not limited to, the right, without engaging in negotiations, to discipline, suspend, or discharge members whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of members; and to establish and change work schedules. The Employer may exercise such expressly limited rights, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.

3. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the College in the past.

4. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. However, if either party believes there is a mutually recognized past practice that should be continued or reinstituted during the term of this Agreement, that party may so notify the other party, and the parties may agree to reduce the practice to writing in the form of a Letter of Understanding to be appended to this Agreement. Further, if an exercise of Employer Rights or a change in the law during the term of this Agreement requires an unforeseeable change in member compensation, benefits or working conditions during the term of this Agreement,

either party may demand to bargain over the effects of such exercise or such change in the law, and any agreement reached will be reduced to writing and become a part of this Agreement if it is ratified by the Association's Executive Board and the LCC Board of Trustees.

B. **Rules, Policies, and Procedures**

The Employer reserves the right to establish reasonable rules, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall give the Association President at least two weeks' written notice of any proposed change to College rules or policies, to allow for written input from the Association prior to making a final decision. Once a decision is made, the Employer shall inform members and the Association of the establishment of new rules, policies, and/or procedures before they are made the basis for any disciplinary action. If a member or the Association believes that any rule, policy, and/or procedure is inconsistent with the terms of this Agreement or is unreasonable as written, a grievance may be filed within 28 calendar days after the establishment of such rule, etc. Thereafter, such rule, etc., may only be challenged as applied.

ARTICLE IV. EQUAL OPPORTUNITY AND UNLAWFUL DISCRIMINATION

The parties reaffirm their commitment to the principles of equal employment and educational opportunity and to refrain from unlawful discrimination on the basis of religion or creed, race, color, national origin or ancestry, age, sex, height, weight, marital status, veteran or military status, familial status, protected disability, gender, sexual orientation, genetic information, or any other category protected by law. Every member of the faculty, administration, and staff is expected to comply with the letter and spirit of these principles as embodied in applicable state and federal laws and regulations and in College policies.

ARTICLE V. ASSOCIATION MEMBERSHIP

A. **Association Membership and Representation Membership**

Association Membership and Representation Membership in the Association is voluntary. All employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit, subject to such standards as the Association may lawfully impose. No employee is required to provide financial support to the Association except as a voluntary member of the Association. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Association members.

B. **Association Membership Dues Deduction**

An employee who elects to join the Association may complete the Membership Authorization for Checkoff of dues and return it to the Association's office. The

Association will forward the executed payroll deduction form to the Payroll Department and will furnish the Employer with a schedule of Association membership dues, determined in accordance with law and updated as necessary. The Association will furnish the Employer with lawful Membership Authorization for Checkoff forms to be given to new bargaining unit employees during new employee orientation.

During the term of this Agreement, the Employer agrees to deduct biweekly Association dues from each employee covered by this Agreement who has executed the required form, provided the employee has net pay available after payment of required taxes and payments, garnishments, support obligations, judgments, retirement contributions, health insurance, and other benefit contributions. Deductions will begin with the first full payroll period following receipt of the executed Membership Authorization for Checkoff form by the Payroll Department. Employees have the right to terminate College deduction of Association dues from their pay at any time. Deductions will stop when the employee gives the Human Resources Department written notice to terminate deductions. The Human Resources Department will provide the Association with a copy of the written notice. If a dispute arises as to whether or not the College is properly authorized to deduct Association dues, no further deductions shall be made until the matter is resolved. Disputes regarding authorization to deduct Association dues are not subject to resolution through the grievance and arbitration procedure of this Agreement.

The Employer's sole obligation under this Section is limited to the deduction of Association membership dues from employee earnings and remittance of amounts deducted to the LCC-MAHE Treasurer or designee bi-weekly, together with a list of current bargaining unit employees showing the amount of Association dues deducted from each employee's pay.

C. **Defense of Claims**

The Association shall defend, indemnify, and save the College and its officers, employees and agents harmless from any and all damages, claims, suits, or other forms of liabilities, including attorney fees, any of them may suffer as a result of any action the Association, the College, or an employee takes under this article, or arising from the College's compliance with this Article. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters, as long as there is no conflict between the Association and the College in such proceedings. The College and the Association will cooperate in securing and giving evidence, obtaining witnesses, and making relevant information available.

ARTICLE VI. ASSOCIATION OFFICIALS

A. **Assigned Work Duties**

Association officials will continue to perform their regularly assigned work duties as required, except to the extent those duties are reduced under this Article, and their

responsibilities as Association officials will not be permitted to interfere with the business of the College.

B. **Bank of Association Hours**

1. The College will establish an annual Bank of Association Hours to pay the cost attributable to replacing specified Association Officials for periods of paid release time they are involved in representational activities under the Agreement. Association officials may devote more time to Association business than covered by the Bank, but such time will not be considered hours worked for the College and will not be compensated in any way by the College.

2. At the beginning of the academic year, the College will contribute a "block" of time for use by the Association President (equal to 346 clock hours if the President is a Teaching Faculty member or 430 clock hours if the President is an Academic Professional, or a prorated mix if the President is working as both Teaching Faculty and Academic Professional). The College will simultaneously credit the Bank with another "block" of time determined in the same manner for use by the Grievance Chair.

3. On or before July 15 of each year, the Association may purchase one additional "block" of Bank time for use during the subsequent academic year by the President or by a proxy designated by the President, and may purchase one additional "block" of Bank time for use during the subsequent academic year by the Grievance Chair.

4. The Association shall reimburse the College for the cost of each "block" of time it purchases at the appropriate clock hour rate, including costs of FICA, retirement, and other applicable benefits. The clock hour rate to be used will be adjusted by the annual salary increase negotiated, as seen below for years 2024-2025, 2025-2026, and 2026-2027, and will be updated for the two remaining years of this Agreement pending a wage reopener.

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

C. **Association President**

1. If the Association's President (or the President's designated proxy) is a full-time employee, the regular base workload assignment of the President (or the President's designated proxy) during the academic year will be reduced by one-fourth for each block of hours reserved for the use of the President (or the designated proxy) as of the beginning of the academic year and the Bank will be charged to compensate for such reduction. The reduction in work assignment will not result in a reduction in

base compensation and time charged against the Bank will not count for purposes of calculating Overload compensation.

2. If the Association's President (or the President's designated proxy) is a part-time employee, the President (or proxy) will be compensated at their regular rate during the academic year as if using each block of hours reserved for the use of the President (or the designated proxy) ratably over the academic year, subject to the workload limits contained in Article XI. The Bank will be charged the equivalent hours for such time, which will not change the part-time status of the President or the President's designated proxy.

D. **Association Grievance Chairperson**

1. If the Association's Grievance Chairperson is a full-time employee, the regular base workload assignment of the Grievance Chairperson will be reduced by one-fourth for each block of hours reserved for the use of the Grievance Chairperson as of the beginning of the academic year, and the Bank will be charged to compensate for such reduction. The reduction in workload assignment will not result in a reduction in base compensation and time charged against the Bank will not count for purposes of calculating Overload compensation.

2. If the Association's Grievance Chairperson is a part-time employee, the Grievance Chairperson will be compensated at their regular rate during the academic year as if using each block of hours reserved for the use of the Grievance Chairperson ratably over the academic year, subject to the workload limits contained in Article XI. The Bank will be charged the equivalent hours for such time, which will not change the part-time status of the Grievance Chairperson.

E. **Involuntary Assignment – Period of Office**

The Association's President and Grievance Chairperson will not be involuntarily assigned to any department or division committee or any registration activities during their period of office.

F. **Involuntary Assignment – Expiration and Ratification**

The Chairperson of the Association's negotiating team will not be involuntarily assigned to any department or division committee or registration activities commencing with the spring semester prior to the expiration date of the contract and extending until a new contract is ratified.

G. **Covered Assignments**

A bargaining unit member elected or appointed to represent the Association on a College-wide committee, Association office, or an Association committee shall work with their Department Chair or immediate supervisor to make certain that assignments are covered and that there is no disruption to students.

H. **Paid Time – Labor Organization Business**

If the legislature generally prohibits the practice of community colleges granting paid time to conduct labor organization business, the parties will comply as required. If suspension of paid time is imposed by law during the term of this Agreement, the parties will meet to negotiate an alternative form of time off to replace such paid time.

ARTICLE VII. PRIVILEGES AND RESPONSIBILITIES

A. **Association Meetings**

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

   a. Arrangements are made in advance with the administration.

   b. Meetings are scheduled within the regular shift hours of the custodial staff.

2. The Association shall have a minimum of one hour set aside during Professional Preparation days each semester. The Association will be notified concerning the time and date prior to the printing of the program.

B. **Use of College Equipment**

The Association is authorized to use College office and audiovisual equipment for legally permissible purposes, subject to availability. If there is a cost for such use, the costs shall be available prior to such use.

C. **Association Notices**

The Association shall have the right to post notices of its official activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department or a central location in each major College building. The Association will monitor such notices and postings to ensure that they do not include legally impermissible material or materials that are derogatory to the College, employees, or the Association. The Employer may remove any material which does not comply with this section and will notify the Association President of the removal of any material.

D. **Association Orientation**

The College shall provide the Association with opportunity to orient new bargaining unit members, up to 15 minutes of which will be considered paid training time.

E. **Information Requests**

The parties will provide relevant information to each other for purposes of negotiations, administering this Agreement and resolving grievances, and such other purposes as may be covered under the Michigan Public Employee Relations Act (PERA). All requests for such information shall be in writing, shall be directed to the Labor Relations staff and shall identify the information requested in sufficient detail to allow it to be readily identified and retrieved. If requested information pertains to anyone other than bargaining unit employees, the request will explain the purpose for which the information is requested and the relevance of the requested information. Requests will be signed by an authorized representative of the party making the request. If either party believes that an information request is unreasonable or abusive, the parties will promptly meet and attempt to reach an understanding on it. Neither party shall have any obligation to provide information until it is requested in accordance with this provision. Neither party will be required to compile information or statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

F. **Board Agenda**

The Association shall be entitled to appear on the Board agenda subject to Board policies and procedures, provided a written notification outlining the business to be discussed, is submitted to the President's Office seven days or more before a regularly scheduled Board meeting.

G. **Bargaining Unit Member Information**

The College will provide the Association with access to names, contact information (postal address and phone number if not restricted and e-mail address), identification numbers including Technology User Name, last four digits of Social Security Number (SSN), employment status, and current assignments for all bargaining unit members. In addition, the College will notify the Association of such information for each new bargaining unit member within ten business days after completion of the hiring process and will notify the Association within ten business days after any other employee status or assignment change.

1. The College procedure to maintain accurate bargaining unit information shall include the following actions:

    a. Employees who are excluded from the bargaining unit for six semesters due to not meeting the Article I.A workload requirements will be sent written under-workload notices to their LCC email address and their home address of record via registered mail. The six-semester notices will include that they will be subject to termination after nine semesters.

    b. Teaching history data shall be used for the purposes of Teaching Faculty under-workload notices as specified in this Article and Teaching Faculty terminations as specified in Article XIII.L.1.

H. **Office Space**

The College shall provide an office for the Association to share with other MEA affiliated Associations in the Huron Building. The total square footage provided for all MEA affiliated Associations shall be at least 450 square feet. If the College determines that this space is no longer available, the Association will be notified at least 60 days prior to relocation as to where the new space will be provided.

I. **Information on Required Training**

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

1. Staff Notification

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

2. Union Notification

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

3. New and Modified Training Courses

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

4. Training Time Compensation for Part-time Employees

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

ARTICLE VIII. THE ROLE OF FACULTY: PROFESSIONAL RESPONSIBILITIES

It is the responsibility of faculty to use their knowledge and earnest efforts to achieve successful outcomes in teaching and learning and to advance the mission of the College. Accordingly, core professional responsibilities of bargaining unit members include the following:

All bargaining unit members are expected to:

- Keep current in their discipline and their area of responsibility;
- Utilize their discipline-specific knowledge to teach, tutor, train, mentor, and advise students and colleagues;
- Assess the quality of instruction and student outcomes in accordance with applicable College and legal standards;
- Share in the improvements of their educational programs in accordance with College policy.

Full-time bargaining unit members are expected and part-time bargaining unit members are encouraged (subject to availability) to:

- Participate in individual and/or group advising;
- Attend professional activity days and divisional, departmental, and program meetings as directed;
- Participate in department, program, and team leadership and duties in accordance with applicable policy;
- Participate in peer reviews in accordance with applicable policy;
- Participate in the shared governance of the College, including participation on College committees.

Teaching Faculty are also expected to:

- Model teaching effectiveness, instruct courses as scheduled, and hold office hours as scheduled;
- Perform curriculum and course development as needed;
- Perform program and course coordination as needed;
- Update instructional materials as needed.

Academic Professionals are also expected to:

- Model behaviors and performance that maximize support of student success;
- Work scheduled hours each week at assigned locations;
- Keep current with changes in LCC curriculum as related to the individual's duties.

ARTICLE IX. PARTICIPATION IN GOVERNANCE

A. **Purpose of Academic Senate**

The purpose of the Academic Senate is to provide faculty input and advice to College administration concerning issues of College-wide educational philosophy, College-wide

academic policy, and priorities in the College-wide deployment of capital or financial resources, except as covered by the scope of collective bargaining.

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

2. Faculty will select faculty members to serve as members of the Academic Senate, provided Association Executive Officers shall not be eligible to serve in the Academic Senate during their term of office.

3. The Academic Senate Curriculum Committee is authorized to make recommendations regarding curricular issues, subject to concurrence of the Academic Senate and the approval of the Provost, who retains the authority to make the final decision.

4. The MAHE President will serve as an ex-officio member of the Academic Senate Executive Committee.

5. A committee consisting of the Provost, the Executive Director of Human Resources, two MAHE representatives, and two Academic Senate representatives will meet at least once each Fall and Spring semester to review and collaborate regarding any potential conflicts between the scope of the Academic Senate and issues covered by the LCC-MAHE Collective Bargaining Agreement.

B. **Program/Department Curriculum**

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

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

1. Curricular issues for each program or department consist of:

    a. Creation, modification, and elimination of courses and curricula;

    b. Course sequencing;

c. Course syllabi (course description, course pre-requisites, course content and its sequencing, instructional materials, methods of instruction, learning outcomes, and methods of evaluating student achievement);

d. Course delivery method (face-to-face, on-line, hybrid, module, open-entry or defined enrollment, etc.) and format (course duration, Learning Communities, etc.);

e. Class size determinations based on pedagogical, safety, and other relevant considerations; and

f. Textbook adoption decisions

(1) Textbook adoptions shall be made by consensus of the faculty teaching the course with input from the program administrators.

(2) When a consensus of the faculty teaching the course cannot be timely reached, the textbook adoption decision will be determined by the majority of faculty teaching the course with input from program administrators.

2. Recommendations for changes in curricular issues may be made by Teaching Faculty members, administrators, or Academic Professionals who actively participate in a program or department at any time, consistent with applicable time constraints and deadlines.

3. Before approving or implementing any substantial change in any listed curricular issues for the program or department, the administrator(s) will notify the program or department faculty of the proposed change(s), provide a written summary of the proposed change(s), and provide them with the opportunity to participate in one or more meetings with the administrator(s) to discuss the proposed change(s). If the discussion meeting is not held during a regularly scheduled program or department meeting, a special meeting will be scheduled at a time to accommodate the most program or department participants under the circumstances. Notice of the special meeting will be given at least two weeks in advance to allow program or department faculty who are unable to attend to provide input prior to the meeting(s).

4. If the meeting(s) produce(s) agreement between program/department administrator(s) and a majority of program or department faculty members participating in the meeting(s) (in person or by proxy), the program/department administrator(s) will proceed on the basis of that agreement subject to approval by the Dean. If no such agreement is reached, faculty members of the department and/or program may submit alternative recommendations on the issue(s). Such recommendations must be submitted in writing within two weeks after the meeting, unless circumstances cause the administrator(s) to establish a longer or shorter

period, and submitted recommendations will be taken into consideration before a decision is made by the program/department administrator.

5. If such a department or program curricular issue raises issues of College-wide educational philosophy, College-wide academic policy, College-wide academic initiatives, or priorities in the College-wide deployment of capital or financial resources, the Academic Senate may, at its discretion, take the matter under review. Findings and recommendations resulting from any such review by the Academic Senate will be advisory in nature. The College may, at its discretion, proceed with implementation of a decision or hold the matter in abeyance pending such review by the Academic Senate.

6. The College retains the authority to make final decisions on curricular issues, and final decisions made in this area are not subject to the grievance and arbitration procedures. Only procedural non-compliance may be grieved and, if a procedural violation is found, an Arbitrator's decision may direct reconsideration regarding the curricular issue, but an Arbitrator may not make curriculum decisions.

C. **Program/Department Operating Plans**

The College faculty, as responsible professionals, are committed to fiscally responsible operating plans that will promote excellence in education and support stewardship.

1. Operating plans for each academic or student services program or department to which faculty members are regularly assigned will be documented, reviewed annually by the Dean, and will consist of:

    a. Program/department assessment, review, and analysis of student success, effectiveness and vitality;

    b. Program/department action/improvement plans;

    c. Program/departmental/division/College schedules, and individual workloads and assignments, including work days for Academic Professionals in the department/program and "red days," which are days where no Academic Professional is allowed a non-work day;

    d. Procedures for summer scheduling of work assignments;

    e. Program/department budget requests;

    f. Program/department regular meeting procedures and schedules; and

    g. Program/department standards for submission of documentation for use by Change in Status peer reviews under Article XIV.

h. Program/department annual budget amount allocated to program faculty for professional development.

2. To facilitate completion of operating plans annually in each Division in which faculty are employed:

   a. The Provost's office in collaboration with MAHE representatives will develop a process for POPs about accountability and deadlines. The draft process will be shared with MAHE leadership for review and input, providing three weeks for MAHE to respond. The final procedure will be published no later than the beginning of fall 2024 semester.

   b. Each academic year, dedicated time will be allocated for meetings to work on operating plans in each division.

   c. All operating plans shall be for a two-year duration and shall be updated as the program/department makes decisions related to substantive changes.

   d. By November 1 of each Academic year the Deans or their designees will ensure that all operating plans have been completed and maintained.

   e. Copies of current operating plans will be available to the respective program/department faculty online.

   f. Human Resources and MAHE representatives, in collaboration with the Center of Teaching Excellence, will jointly prepare and deliver a mandatory educational program to faculty and their Administrative Supervisors regarding operating plans and effective group decision making processes.

3. Recommendations for changes in such program or departmental operating plans may be made by faculty members or by administrators in the program or department at any time, consistent with applicable time constraints and deadlines.

4. Before approving or implementing any substantial change in an operating plan for the program or department, the responsible administrator(s) will notify the program or department faculty of the proposed change(s), provide a written summary of the proposed change(s), and provide the program or department faculty with the opportunity to participate in one or more meetings with administrators to discuss the relevant issues. If the discussion meeting is not held during a regularly scheduled program or department meeting, a special meeting will be scheduled at a time to accommodate the most program or department participants under the circumstances. Notice of the special meeting will be given at least two weeks in advance to allow program or department faculty who are unable to attend to provide input prior to the meeting(s).

5. If the meeting(s) produce(s) agreement on the operating plan issue(s) under consideration between program/department administrator(s) and a majority of program/ department faculty members participating in the meeting(s) (in person or by proxy), the program/department administrator(s) will proceed on the basis of that agreement subject to approval by the Dean. If no such agreement is reached, faculty members of the department and/or program may submit alternate recommendations on the operating plan issue(s) under consideration. Such recommendations must be submitted in writing within two weeks after the meeting. All decisions must be consistent with applicable provisions of this Agreement (e.g., express restrictions on individual workloads, schedules and assignments, etc.).

6. Prior to implementation of a disputed change, the department/program faculty and administrators will utilize a collaborative problem-solving method in an attempt to reach a mutually satisfactory solution.

7. If an alternate recommendation for a timely submitted substantial change is not adopted, the Dean or designee will provide the rationale for the decision, in writing, to the faculty who submitted the recommendation.

8. Decisions may be appealed to the Dean and thereafter to the Provost, who will make the final decision.

ARTICLE X. BARGAINING UNIT MEMBER CLASSIFICATION CRITERIA

A. **Classifications**

All bargaining unit positions are within one of nine classifications:

1. Teaching Faculty
2. Lab Instructor
3. Lab Assistant
4. Professional Tutor
5. Librarian
6. Licensed Professional Counselor
7. Academic Advisor
8. Teaching Clinician
9. Sign Language Interpreter

B. **Pedagogy**

Pedagogy is the core function of all positions in the bargaining unit, and all members are professionally responsible to ensure the work of the College is accomplished through shared cooperation and collaboration between faculty members and administration. The distinguishing criteria for each classification are as follows:

1. Teaching Faculty

   a. A Teaching Faculty member is characterized by:

      1) Having the primary duty and responsibility of teaching students in instructional settings;

      2) Functioning as a principal source of instruction and is usually, but not always, the faculty of record in the instructional setting for a course, class, lab, workshop, etc., offered for academic credit (i.e., designated by the College as responsible for the course, class, workshop, practical instruction station, etc.; and

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

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

2. Lab Instructor

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

      1) Having the primary duty and responsibility of teaching students in a laboratory, academy, workshop, etc., involving more than techniques and skills;

      2) Functioning as the principal source of instruction in a laboratory, academy, workshop, etc. but not as the faculty of record in a course offered for academic credit; and

      3) Being responsible for preparation and delivery of course content in accordance with student needs; little or no responsibility for

assessment and grading outside of the assigned laboratory, academy, workshop, etc.; and little or no responsibility for curriculum planning and development.

3. Lab Assistant

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

1) Having the primary duty and responsibility of teaching students' techniques and skills in one-on-one or in small groups in instructional settings (generally a lab or academy, etc.);

2) Functioning as a secondary source of instruction in the instructional setting for a lab, academy, workshop, etc.; and

3) Being responsible for delivery of instruction and evaluation of techniques and skills during the assigned lab, academy, workshop, etc.

4. Professional Tutor

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

1) Having the primary duty and responsibility of teaching students one-on-one or in small groups in connection with one or more subjects in a variety of instructional settings;

2) Functioning as a secondary source of instruction to students seeking assistance in connection with the subjects assigned; and

3) Being responsible for student assessment and preparation and delivery of instruction at appropriate Levels according to student needs.

5. Librarian

a. A Librarian is an Academic Professional characterized by:

1) Having the primary duty and responsibility of aiding students and other faculty members with their academic research and information needs in the library setting, in accordance with student and faculty needs;

2) Functioning as the principal source of instruction in teaching academic research and information literacy skills to students and other faculty members; and

3) Being ultimately responsible for acquisition and delivery of traditional and electronic reference services and efficient and effective operation of library facilities and resources.

6. Licensed Professional Counselor

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

1) Having the primary duty and responsibility of providing specialized licensed professional counseling to students to address personal, social, emotional and physical issues and needs impacting the students' education;

2) Functioning as a resource and source of instruction in a variety of settings, teaching study and learning skills, time management, stress management, coping skills, mental health awareness, etc.; and

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

7. Academic Advisor

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

1) Having the primary duty and responsibility of advising students on program and course selection in connection with student assessment, academic programs, career planning, transfer planning, etc., and providing students with general College information (e.g., financial aid, special population services, etc.) in accordance with student needs;

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

3) Being responsible for functioning as a resource and source of instruction in a variety of settings, teaching students about LCC programs and pre-requisites, transfer programs, etc.

8. Teaching Clinician

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

1) Having the primary duty and responsibility of teaching students in a small group instructional setting involving clinical application of knowledge, techniques, and skills;

2) Functioning as the principal source of instruction in the clinical component of a course, but not as the faculty of record; and

3) Being responsible for delivery of clinical content in accordance with student and patient needs and applicable standards; and for assessment of applied clinical knowledge, techniques and skills, with little or no responsibility for curriculum planning and development.

9. Sign Language Interpreter

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

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

2) Functioning as a primary resource for communication between deaf, deafblind or hard of hearing students and other students, faculty, staff and others in connection with classes and other academic activities and College programs; and

3) Being responsible for delivery of accurate sign language/oral interpretation of college level academic and program-related communications between deaf, deafblind or hard of hearing students and other students, faculty, staff and others involved in College programs.

C. **Reclassification Review**

1. Basis for Request

The reclassification review process, when requested, is intended to resolve the issue of whether an individual's regularly assigned job responsibilities require a change in the individual's job classification. A written request for a reclassification review may be submitted by an employee, the Association President, or an administrator who asserts a substantial change in the employee's assigned job responsibilities has occurred. The request shall be granted only if such changes have resulted in at least half of the employee's time being spent on duties appropriate only to a different position (by comparison to the historic base, rather than looking only at recent incremental changes).

2. Frequency

Reclassification requests will be limited to one request by an employee or the Association President for a given position in any twelve-month period. This shall not prevent the College from requesting reclassifications as needed.

3. Procedure

a. A requesting person will initiate the review process by submitting a completed reclassification request form to the administrator and employee involved, Human Resources, the Association President, and the Dean/Executive Director for the employee's area. The reclassification request form will be made available on the College share drive and will contain inquiries about the employee's duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, and other relevant information. The reclassification request form must be accompanied by a current job description.

b. Within ten business days of receiving the request, the Dean/Executive Director will convene a meeting with the employee, administrator, Association President or designee and the Dean/Executive Director or designee. The purpose of the meeting is to discuss and attempt to reach agreement on facts about the employee's actual job duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, and other relevant information. Within five business days after such meeting, the Dean/Executive Director will issue a proposed report of the meeting, setting forth the facts as disclosed at the meeting and will circulate the report to the individuals who participated in the meeting. Each participant can add comments to the report and return it to the Dean/Executive Director within five business days. The Dean/Executive Director will finalize and forward the final fact report (including comments and all documents submitted in connection with the request) to the review panel consisting of Vice President for the employee's area, Human Resources, and the Association President.

c. The Vice President will convene a meeting of the review panel within five business days of receiving the fact report, unless otherwise agreed. The meeting will be for consideration, discussion and recommendation on the question of reclassification. Within five business days after the meeting, the Human Resources representative will draft a written, proposed recommendation to approve or disapprove the reclassification, supported by an explanation of the facts and reasoning supporting the panel's recommendation. The draft will be circulated to the participants on the

review panel, who may add comments and return the draft to the Human Resources representative within five business days. The Human Resources representative will then finalize and forward the recommendation (including comments and all documents submitted in connection with the request) to the Executive Director of Human Resources (or the Senior Vice President for Administration in the absence of the Executive Director).

d. Within five business days of receiving the recommendation, the Executive Director of Human Resources (or the Senior Vice President for Administration in the absence of the Executive Director) shall make a final decision (approving or disapproving the request), in writing, explaining the basis for the decision. Copies of the final decision will be forwarded to each participant in the procedure leading up to the final decision.

Time limits may be extended only by mutual written agreement of the Association and Human Resources.

ARTICLE XI. WORKLOAD

A. **Workload General Provisions**

These provisions are to guide the process described in Article IX, Participation in Governance, when applied to workloads, schedules and assignments.

1. Primary Factors. The primary factors to be considered in assigning workloads to bargaining unit members who are determined to be well-qualified within the meaning of Article XIII, Employment Practices, Section H.7, are:

   a. Student needs and interests.

   b. Department and College needs and interests.

   c. Expertise, skill, and abilities of bargaining unit members.

   d. Documented preferences and availability of individual bargaining unit members (e.g., preferred courses, desired number of credits, days and times available, etc.).

   e. Contract restrictions on assignment of individual bargaining unit members as set forth in this Article.

   f. Where other factors are equal, the length of service of bargaining unit members within the Department or program in which assignments are being made, except for members who are subject to current corrective action (e.g.,

individual improvement plan, disciplinary action, etc.) imposed prior to schedule implementation.

2. Scheduling Guidelines

Faculty and administration will cooperate and strive to establish regular work schedules each semester that are consistent with the factors listed above. A spreadsheet containing all program Teaching Faculty qualifications will be maintained and updated each Fall in all program areas. The schedules should satisfy the following guidelines when possible, except as necessary to meet the needs and interests of students or the College, or to satisfy individual workload obligations:

a. Members should be regularly scheduled for workplace obligations requiring no more than two evenings per week or one evening course section for Teaching Faculty, whichever is greater.

b. Members should be regularly scheduled for workplace obligations no more than five days per week.

c. Members should be regularly scheduled so that their normal work week does not involve workplace obligations during the morning, afternoon, and evening of the same day.

d. Members should be scheduled so they are not regularly required to start a workday within 12 hours after finishing their regular schedule on the preceding day, other than for attendance at program/department/ division/College meetings.

e. Full-time members should be scheduled so they are not regularly required to work Saturday or Sunday for more than one semester during an academic year.

f. A member will be considered to have waived any of these guidelines that are inconsistent with the member's scheduling preference request submitted to the College.

g. By mutual agreement, the College and the Association may establish alternative workload assignments and schedules for bargaining unit members (e.g., different numbers of work days per year, hours per day, calendar, presence at a designated worksite, etc.) that are inconsistent with any provisions of the Agreement. Any such agreement must be in writing and signed by the President of the Association or designee and the Provost or designee to be valid and effective.

h. A new Adjunct Instructor will not ordinarily be given more than four workload hours or one course (whichever is greater) during the Instructor's

first semester of employment. The College, if necessary, may exceed this limit, provided a representative of Human Resources will notify a representative designated by the Association of the reason(s) necessitating additional assignments prior to making them.

3. Dual Program/Department Assignments

A bargaining unit member may be assigned responsibilities and duties in more than one department as outlined in this Article and will have full participation rights in all divisions, departments, and programs in which the member serves. When a dual department/program assignment occurs for full-time Teaching Faculty:

a. Full-time Teaching Faculty who are given a dual program /department assignment, for which they are qualified, shall receive rationale in writing for the dual program/department assignment.

b. Full-time Teaching Faculty and program faculty chairs will be allowed to give input into dual program/department assignments that will impact their program/department scheduling process.

c. A process for making dual program/department assignments for full-time Teaching Faculty will be mutually developed with the College and MAHE.

4. Online Assignments

a. Teaching Online Certification (TOC) should be satisfactorily completed before faculty are assigned to any modality with a virtual component, including Online, ORT, Hybrid, or Lecture-Capture sections. Exceptions cannot occur unless they are approved by the Provost. HR and MAHE will be notified of exceptions.

b. Adjunct Faculty who successfully complete their initial TOC training will be paid a $300 stipend.

c. HR and MAHE will be notified prior to adding a new modality.

d. Hybrid courses are considered to be one modality.

5. Special Assignments

a. Bargaining unit members may receive special project assignments as part of their regular workload. Full-time bargaining unit members may also be assigned special projects as an overload assignment.

b. Special projects may be assigned on a cross-divisional or cross-departmental basis in an effort to encourage creative and mutually beneficial activities.

c. The workload hours to be granted, the primary criteria for evaluation, and the schedule for performance and completion of the work of a special project will be established through consultation between the bargaining unit member(s) and supervisor(s) involved prior to commencement of the project. Such arrangements will be reduced to writing and signed by the responsible individuals.

6. Leadership Assignments

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

b. The workload hours to be granted, the primary criteria for evaluation, and the schedule for performance and completion of a leadership assignment will be established through consultation between the bargaining unit member and supervisor involved prior to commencement of the assignment. Such arrangements will be reduced to writing and signed by the responsible individuals.

7. Program Advising

a. Instructional Faculty responsible for program advising will be compensated for program advising utilizing the ration of four (4) workload hours per 140 students (one (1) workload hour per 35 students).

b. For faculty who complete required program advising training, the faculty will be compensated as either part of the 32-day plan and/or overload, as applicable.

c. The College will first seek volunteers for Program Advisors. Only if a sufficient number of qualified volunteers cannot be found will faculty be required to act as program advisors.

8. Attendance at College Functions

a. Full-time bargaining unit members are required, and part-time bargaining unit members are encouraged, to attend the College's Commencement Ceremony. The College will provide required caps, gowns, and hoods for

faculty who timely commit to attend Commencement. Faculty members shall provide any other regalia.

b. Bargaining unit members may be asked to serve as chaperones at College functions. A member who is unable to serve after agreeing to do so will notify the Office of Student Life as soon as possible and will make every effort to find a substitute.

9. Fluctuations in Workload

Except as otherwise provided in this Agreement, fluctuations in workload will not change the part-time or full-time status of a bargaining unit member.

10. Reassignment of Full-time Faculty

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

B. **Academic Professional Assignments and Workload**

The workload of Academic Professionals is generally assigned by a clock hour schedule. Subject to the restrictions set forth in this Article, the College may schedule the work of Academic Professionals as needed during the 12-month academic year at any time the College is open.

The base workload of Academic Professionals may include teaching assignments that require preparation time. In such cases, the Academic Professional will schedule and be accountable for the required amount of preparation time as determined by the immediate supervisor through discussion with the Academic Professional.

1. Full-time Academic Professionals

a. Except as otherwise provided in this Article or by agreement of the College and the Association, full-time Academic Professionals shall work a base load equivalent to 215 full days of 8 hours of work or 43 full weeks of 40 hours of work if an alternative work schedule is assigned, to be scheduled as needed during the 12-month academic year. The College may, but is not required to, assign additional full workdays to full-time Academic Professionals, and such assignments will be paid according to Article XXI Professional Compensation.

b. Full-time Academic Professionals in the Librarian or Counselor classification shall work a base load equivalent to 173 full days of 8 hours of work or 34.6 full weeks of 40 hours of work if an alternative work schedule is assigned, to be scheduled as needed during the 12-month academic year. The College may, but is not required to, assign additional workdays to full-time Librarians or Counselors, and such assignments will be paid according to Article XXI Professional Compensation unless

specifically noted in the remaining sections of this Article or by agreement of the College and the Association.

c. The normal schedule for full-time Academic Professionals will be a 40-hour work week of scheduled time performing activities on campus and/or in the community, including program, departmental and College meetings. The normal schedule may vary based on fluctuations in required work, and may require more than 8 hours per day and/or 40 hours per week at certain times of the year. Alternative work schedules may be assigned subject to applicable workload limits and subject to approval of the responsible Dean or designee. All schedules are subject to advance approval by the administrative supervisor.

2. Part-time Academic Professionals

a. Except as otherwise provided in this Article, part-time Academic Professionals will be assigned a base workload that does not regularly exceed 30 clock hours per week, to be scheduled as necessary during the 12-month academic year. Higher or lower workloads may be assigned from time to time based on fluctuations in required work, provided that workload of a part-time Academic Professional will not exceed 1560 hours of actual work in an academic year. All schedules are subject to advance approval by the administrative supervisor.

b. Part-time Academic Professionals in the Teaching Clinician classification may be assigned up to three clinics to teach at any time, without regard to any other workload limit.

C. **Full-time Teaching Faculty Assignments/Workload**

1. Base Load

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

a. Teaching Assignments

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

b. Professional Activities and Duties

1) The equivalent of thirty-two to thirty-four full workdays of non-teaching assignments (e.g., course development assignments, major course revision assignments, student advising assignments, program/department/ division/College committee assignments, lead faculty assignments, formal mentoring assignments, participation in department/program governance meetings, grant writing assignments, special project assignments, assigned professional development, etc.). Workload credit for course development, changing course delivery format, major course revisions, etc., will not generally exceed the contact hours for the course. For example, workload credits for changing the delivery format of a four-contact hour course from face-to-face to online will not exceed sixty-four clock hours. Any credit in excess of this limit will require written approval of the Dean or designee.

2) Three full preparation days for Fall Semester, no more than eight hours of which will be devoted to College/division/ department meetings;

3) Three full preparation days for Spring Semester, no more than eight hours of which will be devoted to College/division/ department meetings;

4) Four full professional development days;

5) One Fall Semester Grading Day;

6) One Spring Semester Grading Day; and

7) One Graduation Day.

2. A team of representatives from MAHE and the College will develop the new consistent form to be used through all Divisions for the purpose of creating Professional Activities and Duties plans.

3. In order to develop a consistent schedule to complete Professional Activities and Duties plans that reflect the workload of the College and Faculty, the Provost's Office will develop a process for Professional Activities and Duties plans. It will include accountability and deadlines. The draft process will be share with MAHE leadership for review and input, providing three weeks for MAHE for review and input. The final procedure, including schedule, will be published no later than the beginning of Fall 2024 semester.

4. Each year no later than April 1, the Provost's office will publish a timeline for Professional Activities and Duties plans. This will include expectations for submissions, updates, and feedback.

5. Professional Activities and Duties plans must be in alignment with College Goals and Strategic Plan.

6. Changes to Professional Activities and Duties Plans are often necessary. Changes in Professional Activities and Duties plans must be reduced to writing prior to implementation. Within four weeks of receiving an updated Professional Activities and Duties plan, the Administrative Supervisor will provide feedback to the full-time faculty member.

7. Once a Professional Activities and Duties plan has been approved by the Administrative Supervisor, if a change to the Professional Activities and Duties plan is necessitated, the Administrative Supervisor will collaborate with the member to determine an appropriate substitution to the Professional Activities and Duties plan. If the Administrative Supervisor mandates a substitution that the member disagrees with, they can within ten days appeal the decision through the appropriate administrative chain with the final decision resting with the Provost if necessary.

8. Full-time faculty who are requested to complete additional work during the academic year totaling 32 clock hours or more will update their Professional Activities and Duties plan to adjust for the additional work. Administrative Supervisors will review and respond to the updated plan in a timely manner.

9. Full-time Teaching Faculty member's scheduling of time on campus will be the shared responsibility of the individual Teaching Faculty and supervisor, while taking into account the needs of the students, the department, and the College. Concerns that Teaching Faculty have been unreasonably assigned work schedules requiring their presence on campus for more than three days per week may be referred to the Director of Labor Relations.

10. Distribution of Base Load

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

a. Non-teaching assignments may be made in lieu of workload hours of teaching or teaching assignments may be made in lieu of non-teaching activities and duties (at the rate of 32 clock hours = 16 contact hours = 1 workload hour) if necessary to satisfy workload obligations or institutional needs. Non-teaching assignments may be added to the normal base workload in accordance with Section A.4. Special Assignments.

b. Full-time teaching loads can be front- or back-loaded between Fall and Spring Semester up to a maximum of four workload hours, or as otherwise agreed by the parties, without triggering overload rates in accordance with Section C.4. Additional Assignments.

c. Additional mandatory teaching and non-teaching assignments may be made during Fall and Spring Semesters, not to exceed the equivalent of four workload hours or one section per semester, whichever is greater, provided such assignments will not be made for more than two consecutive semesters (excluding Summer Semester) without the agreement of the member.

d. There is no contractual limit on the teaching load a full-time faculty member may agree to perform during Fall or Spring Semester with the consent of the immediate supervisor, but approval of the Dean or designee is required for any workload of 20 workload hours or more in one semester.

e. Full-time faculty shall not teach more than 12 workload hours during Summer semester, unless necessary to satisfy a member's annual full-time base workload in accordance with an alternative scheduling agreement approved under this Article.

11. Limits on Teaching Preparations

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

a. A full-time Teaching Faculty member will not be assigned teaching preparations in excess of the following limitations, unless agreed to by the faculty member or when necessary to achieve a full workload:

1) A full-time Teaching Faculty member in Performing Arts or in Physical Fitness and Wellness will not be assigned more than five different teaching preparations per semester.

2) A full-time Teaching Faculty member (except those in Performing Arts or in Physical Fitness and Wellness) will not be assigned more than two different teaching preparations per semester during the first four semesters of employment, and will not be assigned more three different teaching preparations per semester thereafter.

b. A teaching preparation is the work required to prepare to teach a course which is different from any other course being taught by the Teaching Faculty member, or a course development assignment or curriculum development assignment. The first time a faculty member teaches a given course using two different delivery methods (e.g., face-to-face and on-line) it will count as two teaching preparations, but not thereafter. The first time

a faculty member teaches a course in the Hyflex delivery method it will count as two preps, but not thereafter.

Preparations for voluntary overloads do not count toward these limits.

12. Additional Assignments

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

D. **Part-time Teaching Faculty Assignments/Workload**

1. Teaching Load Limits

Except as otherwise provided in this Agreement or by agreement of the College and the Association, each part-time Teaching Faculty member shall be accountable for teaching workload subject to the following limits:

a. Adjunct Instructors shall not exceed 12 workload hours of teaching during Fall Semester and 12 workload hours of teaching during Spring Semester, together with all associated preparation (including customary updates/maintenance of assigned courses), assessment and evaluation, and student consultation/office hours; and

b. Adjunct Instructors shall not exceed ten workload hours of teaching during Summer Semester, together with all associated preparation (including customary updates/maintenance of assigned courses), assessment and evaluation, and student consultation/office hours.

c. The limits for Adjunct Instructors in Physical Fitness and Wellness, and in Performing Arts, will be 14 workload hours during Fall Semester, 14 workload hours during Spring Semester, and 12 workload hours during Summer Semester.

d. Adjunct Professors and Adjunct Associate Professors shall not exceed 28 workload hours of teaching inclusive of both Fall and Spring semesters.

e. The teaching load of Adjunct Professors and Adjunct Associate Professors may be front- or back-loaded Fall or Spring semester, but will not exceed 16 workload hours of teaching during either semester.

f. Adjunct Professors and Adjunct Associate Professors shall not exceed 12 workload hours of teaching during Summer semester.

g. Increases in workload will not change the part-time status of bargaining unit members.

2. Professional Activities and Duties

In addition to or in lieu of teaching assignments, part-time Teaching Faculty may be given non-teaching assignments such as course development or revision, curriculum development, student advising, leadership assignments, etc., provided their workload does not regularly exceed the nominal equivalent of 30clock hours per week or 1560 clock hours in an academic year.

3. Nothing contained in this section is intended to modify the minimum workload opportunities or obligations of part-time Teaching Faculty as set forth in Article XIII. Employment Practices.

E. **Teaching Faculty Student Consultation/Office Hours**

1. Teaching Faculty student consultation/office hours will be a minimum of one-quarter hour consultation per week per one teaching workload hour of assigned classes. Scheduling will be the responsibility of the individual Teaching Faculty, while taking into account the needs of the students, the department, and the College.

2. Teaching Faculty with face-to-face teaching assignments must be available for face-to-face student consultation/office hours at an LCC facility at or near the location where the course is taught provided suitable space is available.

3. Teaching Faculty with online teaching assignments must be available online for student consultation/office hours for those courses.

4. Teaching Faculty with hybrid teaching assignments must be available face-to-face at an LCC facility at or near the location where the course is taught, provided suitable space is available, and/or online for student consultation/office hours, as determined by student preferences.

5. All course section syllabi will contain:

   a. LCC contact information (phone number and/or e-mail address) where students may contact the faculty member and

   b. Times, modes, and/or locations available for student consultation/ office hours.

6. Student consultation/office hours will be posted and regularly maintained by each faculty member in the manner established by their program/department pursuant to Article IX. Participation in Governance and will not be changed without prior written or electronic notice to the supervisor and students.

F. **Secondary Education Assignments**

1. Assignments teaching classes or providing Academic Professional services for an Intermediate School District (ISD) or a local school district pursuant to grant or contract are provisional positions within the meaning of Article XIII. Employment Practices.

2. Base workloads and compensation for such assignments not specifically described in Subsection 4 or Subsection 5 of this Section will be established by Letters of Agreement applicable to each separate grant or contract.

3. Additional or Alternative Assignments

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

4. Intermediate School District (ISD)

   Workloads for assignments teaching Career and Technical Education classes for an Intermediate School District (ISD) pursuant to grant or contract are as follows:

   a. Nine to ten contact hours teaching such classes for the duration of the ISD semester will count as eight workload hours for full-time and part-time teaching.

   b. Two sections (totaling 18 to 20 contact hours) of such classes will be considered a full workload for full-time Teaching Faculty.

   c. The workload for such classes will generally follow the calendar established by the ISD.

   d. The ISD Award Ceremony (if any) is substituted for the College graduation ceremony under Section A.6.

   e. In lieu of the professional activities described in Section C.1.b, members in full-time assignments teaching such classes are required to participate in on-site planning/preparation, teacher conferences, curriculum/program work, interaction with students and parents, and department/ISD meetings and professional development activities in accordance with the grant(s) and contract(s) or ISD requirements.

f. When ISD classes are cancelled but the College is open, Teaching Faculty are required to report and spend the time engaged in professional activities on campus.

5. The Early College

a. The full-time workload for Teaching Faculty in the Early College will generally consist of 40 hours of scheduled work time each week performing the following activities during the school day:

1) Teaching classes and seminars and mentoring as assigned during the school day.

2) Participating in on-site planning/preparation as scheduled during the school day.

3) Participating in interaction with students and parents, teacher conferences, curriculum/program work, and department/College meetings.

4) Participating in all relevant College-wide Professional Development/Professional Activity days. Relevance will be determined by the Administration with input from the Early College faculty.

5) Holding consultation/office hours for students as scheduled during the school day.

6) The work schedule for the academic year will not be more than 204 full workdays, in a calendar determined in cooperation between the Intermediate School District and the College, with input from the Early College faculty which will be published at the beginning of each academic year. If the Early College increases the number of workdays beyond 204 in the academic year, the Association and the College will meet to negotiate over changes to the applicable salary schedules.

b. Within the first two weeks of fall and spring semesters, Early College faculty shall be surveyed by their supervising administrator as to the Professional Development needs. The survey results shall be shared with the Academic Affairs office.

c. The full-time faculty workloads described in this Section are in lieu of those described in Sections B.1. and C of this Article with the exception to participating in College-wide professional development and professional activity days.

G. **Substitute Teaching**

1. Short-term Substitution

a. As soon as possible, a faculty member who is unable to teach a class at the established time will notify the department/program supervisor of the need and request qualified members of the department/program to substitute. Such a member may secure a substitute by either:

1) Arranging to exchange classes with another faculty member, provided they are both qualified to teach the exchanged classes; or

2) Finding a qualified faculty member willing to serve as a paid substitute.

b. Any proposed substitution is subject to approval of the program/department supervisor. The College will not be required to pay additional compensation to either faculty member for the exchanged classes. If not covered by an exchange of classes, the department/program supervisor may assign an available faculty member to the substitute teaching. An assigned substitute will be paid pursuant to Article XXI. Professional Compensation, in which case the faculty member needing a substitute will be required to use available paid leave benefits to be paid for the missed class. If a substitute is not assigned, the department/program supervisor may authorize cancellation of the class, in which case the faculty member needing a substitute will be required to use available paid leave benefits to be paid for the missed class.

c. As short-term substitute assignments are temporary in nature, substitution hours worked do not count toward a Teaching Faculty member's maximum workload.

2. Long-term Substitution

A long-term substitution occurs when a faculty member is reassigned as the instructor of record for a course section or for at least 25 percent of the scheduled class meetings. The corresponding workload is prorated based on the proportion of the classes taught by the substitute. When a part-time Teaching Faculty member is assigned to a long-term substitution that will cause the member to exceed the member's maximum workload for the academic year, a letter of agreement must be signed between the College, the Association, and the affected faculty member to appropriately address the temporary increase in workload. Increases in workload resulting from long-term substitution will not change the part-time status of bargaining unit members.

H. **Work Between Semesters for Teaching Faculty**

Work assignments to be performed between semesters will not be considered part of the academic year teaching workload and will not count for purposes of workload limits.

I. **Learning Communities**

Learning Communities consist of two or more courses from different disciplines which are fully integrated into a unitary syllabus with a common theme and are taught to a cohort.

1. Linked Course Learning Communities are taught separately (i.e., only the faculty member teaching attends a course session).

    a. Before a Linked Course Learning Community is developed, the Teaching Faculty member(s) and the program/department administrator(s) involved will consult to determine the workload hours to be granted for development, how those hours will be allocated to the faculty member(s) involved, and the time frame for planning and completing the coordinated syllabi. Any agreement reached will be reduced to writing and signed by the responsible individuals.

    b. The workload hours for teaching one course that is part of a Linked Course Learning Community will be the contact hours required to teach that course. The workload hours for teaching will be in addition to the workload hours for course development under Subparagraph 1.a.

2. Integrated Course Learning Communities are taught jointly (i.e., each faculty member attends all course sessions).

    a. Before an Integrated Course Learning Community is developed, the Teaching Faculty member(s) and the program/department administrator(s) involved will consult to determine the workload hours to be granted for development, how that hours will be allocated to the faculty member(s) involved, and the time frame for planning and completing the integrated syllabus. Any agreement reached will be reduced to writing and signed by the responsible individuals.

    b. The total workload hours for teaching an Integrated Course Learning Community will be equal to one and one-half times the sum of the hours of the constituent courses. For example, if a WRIT 121 (4 hours) is integrated with a CJUS 255 (3 hours), the total workload hours for the Integrated Learning Community would be 10.5 (1.5 x (4+3) = 10.5). Except as otherwise agreed by the faculty member(s) teaching the Integrated Learning Community and the program/department administrator(s), the total workload hours would be divided in proportion to the hours of their respective components (e.g., the WRIT teacher would receive credit for 6

hours and the CJUS teacher would receive credit for 4.5 hours). The workload hours for teaching will be in addition to the workload hours for course development under Subparagraph 2.a.

J. **Module Development and Delivery**

1. Module Definition

A module is a component of an approved College course offered as a separate educational package, which includes learning outcomes and may include learning activities and assessment procedures, designed to guide learners through a specific unit of instruction.

2. Module Development

Module development will be considered course revision. The workload hours granted to faculty for module development will be determined collaboratively between the faculty member and program/department administrator(s). If modules are to be self-paced, their development will be considered "significant revisions." Self-paced modules will be developed within the "module template" format (with all learning exercises, quizzes, tests, and accompanying course materials to be included). Due to the complex nature of self-paced modules, development of self-paced modules may be compensated at up to four hours for each contact hour of the module (depending upon the percentage of work done by the faculty member, instructional designer(s) or support staff, etc.).

3. Faculty Workload for Module Teaching/Oversight

Time Period	Faculty Oversight	Delivery Mode	Workload Formula
Defined enrollment (Everyone starts & ends on same date)	Instructor led	Face to face, virtual, or hybrid	1 Module cr. = 1 workload hour
Open entry	Self-paced, limited instructor role*	Virtual or self-directed	Module cr. ÷ 12 x # of students = workload hours (Example: .5 module offered to 6 students, .5/12 x 6 =.25 workload hours)
Open entry	Self-paced, limited instructor role*	Face to face or hybrid	Module cr. ÷ 12 x # of students = workload hours (Example: .25 module offered to 6 students, .25/12 x 6 =

			.125 workload hours)
Open entry	Instructor led, w/ lab components & instructor present	Face to face or hybrid	Module cr. ÷ 10 x # of students = workload hours (Example: .5 module offered to 2 students, .5/10 x 2 = .1 workload hours)
Open entry	Combination: self-paced didactic and hands-on labs w/ instructor present	Face to face, virtual, or hybrid	Module cr. ÷ 10 x # of students = workload hours (Example: .5 module offered to 6 students, .5/10 x 6 = .3 workload hours)
Open entry or defined enrollment	Open laboratory setting	Face to face	2 hrs. in lab= 1 contact hour (32 hours per week x 16 weeks = 16 workload hours)

*Limited instructor role: grading of assignments & tests, answering questions, posting grades.

K. **Independent Study/Worksite Study/Directed Study**

1. Independent Study involves a course of study whose content is not offered through an existing course at the College and whose content and learning outcomes are developed through consultation between the student(s) and a Teaching Faculty member.

2. Worksite Study involves supervision of student interns/externs pursuing established learning outcomes and academic credit for worksite experience in their field of study.

3. The Teaching Faculty member(s) and the program/department administrator(s) involved will consult to determine the workload hours to be granted for Independent Study or Worksite Study. The hours to be granted will reflect the amount of faculty preparation, meeting time, and evaluation required and will not in any case exceed the workload hours that would result from teaching a similar course in the discipline of like workload hours. Any agreement reached will be reduced to writing and signed by the responsible individuals with copies provided to the Association President and Executive Director of Human Resources.

4. Directed Study involves a course of study offered to three or fewer students where the course content and learning outcomes are the same as an existing course offered by the College.

5. The workload hours for Directed Study will be .25 times the number of students times the number of workload hours for the regular course.

L. **Non-Traditional Work Assignments**

1. Non-traditional work assignments consist of non-credit and fractional-credit instruction or training offered to the general public, and instruction or training provided under contract for the benefit of an identifiable group, through the Business and Community Institute (BCI) or other community education programs.

2. Non-traditional work assignments may be offered to faculty members on a voluntary basis but need not be unless required to satisfy a current faculty member's minimum workload obligations.

3. Full-time faculty members and Adjunct Professors may be required to accept non-traditional work assignments if they have less than a full workload and the assignment is required to satisfy their minimum workload obligations.

4. Non-traditional work assignments will not count for workload purposes except when such assignments are made to satisfy the faculty member's minimum workload obligations.

M. **52-week Teaching Faculty**

1. Selection and number

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

   b. If the College creates a full-time 52-week position, it will be filled through the established search process, with an internal posting first and subsequent external posting only if determined necessary. A full-time bargaining unit member awarded a full-time 52-week position in their program/department will carry their status and pay level into the full-time 52-week position.

2. Annual workload for full-time 52-week teaching positions shall include:

   a. Up to Forty-four teaching workload hours (or equivalent), and

b. The remainder of their scheduled workdays (excluding paid vacation and recognized holidays) should be devoted to the types of non-teaching activities described in Article XI.C.1.b.

c. Non-teaching assignments may be made in lieu of workload hours of teaching or teaching assignments may be made in lieu of non-teaching activities and duties (at the rate of 32 clock hours = 16 contact hours = 1 workload hour) if necessary to satisfy workload obligations or instructional needs. Non-teaching assignments may be added to the normal base workload in accordance with Section A.4. Special Assignments.

3. Distribution of Base Load

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

4. Bargaining unit members in a full-time 52-week position shall be credited with 3.69 hours of Sick Leave for each bi-weekly payroll period in which the member actively performs their assigned duties during the academic year.

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

Status as of July 1	Vacation Hours	Personal Hours
Probationary	140	16
Continuing Contract	180	16

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

a. All requests for vacation must be made in writing, using accepted department procedure and must be made as far in advance as possible. Approved vacation benefits must be used in increments of at least one hour.

b. A maximum of one year's accrual of earned vacation days may be carried forward from one academic year to the next. Exceptions may be requested through the immediate supervisor and are subject to approval by the Executive Director of Human Resources.

c. If a member resigns or retires after giving at least four weeks' notice, or is laid off, or is discharged other than for gross misconduct, he/she shall be

paid for any unused vacation days, including those earned in the current academic year. All payments for earned but unused vacation days shall be based on the current rate of pay.

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

6. Recognized Holidays

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

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

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

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

7. Salaries are listed in Appendix C-9.

N. **52-week Academic Professionals**

1. Selection and number

a. During the term of the 2021-2024 Agreement, except as otherwise agreed by the Association and the College, the College will not maintain more than five occupied full-time 52-week Academic Professional positions at any

time. No current faculty member will be compelled to accept a full-time 52-week position, no full-time faculty member will be displaced from their current regular position by creation of a new full-time 52-week position, and no full-time 52-week position will be created by eliminating or consolidating regular positions in the bargaining unit that are occupied at the time the full-time 52-week position is filled.

b. If the College creates a full-time 52-week position, it will be filled through the established search process, with an internal posting first and subsequent external posting only if determined necessary. A full-time bargaining unit member awarded a full-time 52-week position in their program/department will carry their status and pay level into the full-time 52-week position.

2. Bargaining unit members in a full-time 52-week position shall be credited with 3.69 hours of Sick Leave for each bi-weekly payroll period in which the member actively performs their assigned duties during the academic year.

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

Status as of July 1	Vacation Hours	Personal Hours
Probationary	140	16
Continuing Contract	180	16

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

a. All requests for vacation must be made in writing using accepted department procedure and must be made as far in advance as possible. Approved vacation benefits must be used in increments of at least one hour.

b. A maximum of one year's accrual of earned vacation days may be carried forward from one academic year to the next. Exceptions may be requested through the immediate supervisor and are subject to approval by the Executive Director of Human Resources.

c. If a member resigns or retires after giving at least four weeks' notice, or is laid off, or is discharged other than for gross misconduct, he/she shall be paid for any unused vacation days, including those earned in the current academic year. All payments for earned but unused vacation days shall be based on the current rate of pay.

d. Vacation and personal time credit shall accrue from the date of employment in a full-time 52-week position and shall be prorated based on the number of months from the beginning of the next academic year. A member

beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month. No vacation credit shall accrue for any month in which an employee is in unpaid status for 15 days or more.

4. Recognized Holidays

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

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

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

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

5. Salaries are listed in Appendix C-10.

ARTICLE XII. SEAT LIMITS

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

The seat limit chart will be reviewed annually, as outlined above, for possible changes due to curriculum change, accreditation change, etc.

A. **Seat Limits for Learning Communities**

Seat limits for Linked Course Learning Communities will be the same as for the comparable "unlinked" courses. Seat limits for Integrated Course Learning Communities will be set through the Participation in Governance process (Article IX.).

B. **Over-Enrolled and Under-Enrolled Sections**

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

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

C. **Secondary Education Classes**

Seat limits for secondary education classes will be set by the College in accordance with the terms of the contract(s) or grant(s) under which the classes are offered and will not exceed any limits imposed by applicable law or regulation. No other limits set forth in this Article are applicable to such classes.

ARTICLE XIII. EMPLOYMENT PRACTICES

A. **Probationary Contracts**

1. A full-time bargaining unit member on a probationary contract shall be notified in writing by February 15 if the member is not to be offered a contract for the next academic year.

2. Non-renewal of a probationary contract shall not be subject to any just cause provision of this Agreement and shall not be grievable.

B. **Temporary, Interim, and Provisional Contracts**

1. Temporary Contracts

a. The purpose of a temporary contract is to fill a temporary position, as defined under Appendix E Glossary, with someone who is not already a member of the bargaining unit. The Association will be informed when a temporary contract is offered and the reason therefore.

b. A temporary contract shall be issued for a period of time not to exceed one year. A temporary contract may be renewed for up to two additional years if the original conditions for the contract still prevail. If a temporary contract is renewed so that it is in effect for three consecutive years, the position must be terminated at the end of the third year unless it is re-established as a regular position.

c. The decision regarding renewal of a temporary contract and/or reestablishment of a temporary position as a regular position rests with the College. Non-renewal of a temporary contract shall not be subject to any just cause provision of this Agreement and shall not be grievable.

d. If a temporary position is re-established as a regular position, it must be posted and filled through a competitive search unless the incumbent was placed in the position by a competitive search.

e. Work performed under a temporary contract shall be credited for purposes of seniority and, if directly relevant, for purposes of changes in status under this Article.

2. Interim Contracts

a. The purpose of an interim contract is to temporarily fill a position within the bargaining unit or outside the bargaining unit with someone who is already a member of the bargaining unit. The Association will be informed when an interim contract is offered and the reason(s) therefore.

b. An interim contract shall be issued for a period of time not to exceed one year. An interim contract may be renewed for up to two additional years if the original conditions for the contract still prevail.

c. The decision concerning non-renewal of an interim contract or termination of an interim assignment rests with the College. Non-renewal of an interim contract or termination of an interim assignment shall not be subject to any just cause provision of this Agreement and shall not be grievable.

d. Upon completion of an interim contract, the bargaining unit member shall return to the member's former position, if it still exists, at the rate the member would have received absent the interim assignment, or to another mutually agreed-upon bargaining unit position the employee is qualified to

perform, absent just cause and subject to the other provisions of this Agreement.

e. Work performed under an interim contract shall be credited for purposes of seniority and, if directly relevant, for purposes of changes in status under this Article.

3. Provisional Contracts

a. The purpose of a provisional contract is to fill a provisional position as defined under Appendix E Glossary. The Association will be informed when a provisional contract is offered and the reason(s) therefore.

b. A provisional contract will be contingent upon the continuation of the provisional position. Non-renewal of a provisional contract shall not be subject to any just cause provision of this Agreement and shall not be grievable. However, a post-probationary employee in a provisional position that continues in effect shall not be removed from the position without just cause and removal of such an employee is grievable.

c. If the College determines to re-establish a discontinued provisional position as a regular position, it must be posted and filled through a competitive search unless the incumbent was placed in the position by a competitive search.

d. Work performed under a provisional contract shall be credited for purposes of seniority and, if directly relevant, for purposes of changes in status under this Article.

e. If a provisional full-time Teaching Faculty position is eliminated upon reduction or loss of the external funding source, and the impacted faculty has taught at the College for at least five years, they may be offered an available Teaching Faculty position, for which they are well qualified in their assigned department.

C. **Continuing Contracts**

Each bargaining unit member issued a Continuing Contract or Associate Continuing Contract shall be non-probationary with just cause protection pursuant to Article XVII Conditions of Employment, Section C. Due Process. Just cause protection for a member on a provisional contract relates only to the member's provisional position and no other.

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

1. Assistant Professor

   a. All full-time Teaching Faculty in the bargaining unit are employed as full-time Assistant Professors until achieving the status of full-time Professor. Full-time Assistant Professors are considered probationary and employed at-will.

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

2. Full-time Professor

   a. Full-time Professors are non-probationary and shall be granted Continuing Contract status.

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

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

1. Adjunct Instructor

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

2. Adjunct Associate Professor

   a. Adjunct Associate Professors are non-probationary and shall be granted Associate Continuing Contract status.

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

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

1. Probationary Academic Professional Faculty

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

2. Continuing Contract Academic Professional Faculty

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

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

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

1. Probationary Associate Academic Professional

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

2. Associate Continuing Contract Academic Professional

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

D. **General Provisions**

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

2. For Summer teaching assignments:

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

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

3. Employees may have roles in the process of scheduling teaching assignments that include scheduling courses that they teach. In these instances, to avoid the potential for conflicts of interest, their teaching schedules must be reviewed and approved in advance by an Administrator who was not involved in the scheduling process.

4. Before the end of the semester following the semester that this agreement is ratified, Human Resources and MAHE will convene a meeting with Administrators and Faculty for all Academic Divisions to consider designing a College-wide teaching preference form.

5. A bargaining unit member who has not completed a bargaining unit or other professional assignment at the College within the last calendar year must complete a background check and review of all required credentials prior to returning to work.

6. In the event a bargaining unit member with Associate Continuing Contract status is not to be issued a work assignment for the following academic year, the member will be notified in writing by the end of the 14th week of the Spring semester. If a dispute arises regarding this section, a grievance may be commenced at Level Two of the grievance procedure.

7. Issuance and fulfillment of an Associate Continuing Contract shall be contingent on student and departmental needs and enrollment, the work assignment priorities of full-time bargaining unit members, and the availability of work assignments the part-time member is determined by the College to be well-qualified to satisfactorily perform.

8. Each semester, the College will inform current bargaining unit members of their subsequent semester employment as soon as possible.

9. Work Assignments and Schedule Preferences

   Each semester, the College will request assignment and schedule preference information from each bargaining unit member and provide the responses it receives for use in scheduling. To the extent they are consistent with the standards described in Article XI. Workload, such responses shall be given priority consideration in the following order:

   a. For Teaching Faculty within their program or department:

      1) Professors

      2) Assistant Professors

      3) Adjunct Professors

      4) Adjunct Associate Professors

      5) Adjunct Instructors

   b. For Academic Professionals within their department and classification(s):

      1) Continuing Contract Academic Professionals

      2) Probationary Academic Professionals

      3) Associate Continuing Contract Academic Professionals

      4) Probationary Associate Academic Professionals

10. Course Schedule changes

It is recognized that course schedule changes should be made as early as possible, preferably by the end of the first week of a semester.

a. If cancellation of a course section scheduled to be taught by a full-time Teaching Faculty member would drop the member's workload below a full-time workload for the Fall or Spring semester, and other work is available in the department to do so, the supervising administrator or designee shall either:

1) Reassign from a full-time Teaching Faculty member with overload or a part-time Teaching Faculty member a scheduled course in the Department which the full-time Teaching Faculty member is determined by the College to be well-qualified to teach; or

2) Assign or reassign other suitable work in the department to satisfy the obligation of a full-time workload for the Semester; or

3) If the cancellation occurs during Fall semester, the College may assign additional courses or other work for Spring semester to make up the shortage subject to the limits contained in Article XI Workload.

b. If cancellation of a course section would drop an Adjunct Professor's workload below 12 workload hours for the Fall or Spring semester, and other work is available in the department to do so, the supervising administrator or designee shall either:

1) Reassign from an Adjunct Instructor, or from an Adjunct Associate Professor teaching more than one course, or from a full-time Teaching Faculty member with overload, a scheduled course in the Department which the Adjunct Professor is determined by the College to be well-qualified to teach; or

2) Assign or reassign other suitable work in the Department to satisfy the obligation of 12 workload hours for the semester.

c. If cancellation of a course section would leave an Adjunct Associate Professor without any assignment for the Fall or Spring semester, and other work is available in the department to do so, the supervising administrator or designee shall either:

1) Reassign from an Adjunct Instructor, or from an Adjunct Associate Professor teaching more than one course, or from a full-time Teaching Faculty member with overload, a scheduled course in the

Department which the Adjunct Associate Professor is determined by the College to be well-qualified to teach; or

2) Assign or reassign other suitable work in the Department.

In making such course schedule changes, the faculty and the supervising administrator shall strive to minimize the number of course sections reassigned.

d. The College will offer one week of pay for any adjunct faculty whose class, credit bearing or not for credit, is removed or canceled without replacement within two weeks of the beginning of the semester. One week of pay should be calculated as 1/16 of the semester's total contact hours.

11. For the purposes of this Article, "determined by the College to be well-qualified to satisfactorily teach/perform" means that a bargaining unit member:

a. Has demonstrated, based on academic record or past experience, that they have satisfactory content knowledge to achieve the established outcomes for the required work, and

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

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

12. Online/Hybrid Assignments

a. Bargaining unit members shall only be deemed well-qualified to develop, teach, or work an online and/or hybrid assignment if they have met one of the following criteria:

1) Demonstrated competence through relevant work experience or training; or

2) Completed the LCC Teaching Online Certification (TOC) offered through the Center for Teaching Excellence (CTE); or

3) Completed the Michigan Virtual University (MVU) Certification or its equivalent.

4) Are given pre-K-12 Assignments

13. Bargaining unit members who provide services through the College at any pre-K-12 school facility or in any program for pre-K-12 school students will, as a condition of employment, be subject to finger-printing, criminal history checks and such other legal qualifications and requirements as generally apply to public school teachers. The College will conduct required fingerprinting and background checks, or will pay the costs of such activities. The College will assist bargaining unit members in correcting any clerical errors in reports concerning criminal history and background checks.

14. Records of criminal history checks and background checks obtained by LCC under this section will be kept as confidential as possible consistent with applicable legal requirements

E. **Transfer Outside the Bargaining Unit**

1. A bargaining unit member may be given an Interim Assignment to a position within the bargaining unit or to a position outside of the bargaining unit. A member given an Interim Assignment will continue to accrue seniority in this bargaining unit. At the end of an Interim Assignment, such member shall have the right to return to their former position (if it still exists) at the rate the member would have received absent the Interim Assignment, or to another mutually agreed-upon bargaining unit position the employee is qualified to perform, absent just cause and subject to the other provisions of this Agreement.

2. An employee who leaves the bargaining unit for a position with the College outside the bargaining unit, other than through Interim Assignment, shall retain but not accrue additional seniority credit while in such position. The Employer may, in its sole discretion, determine the compensation, benefits, hours and conditions of employment for employees outside of the bargaining unit, including whether or not such employees may be discharged or permitted to seek an available position in the bargaining unit.

F. **Multiple Work Assignments**

1. Bargaining unit members may be offered and accept work throughout the College with different job titles. The various jobs will be identified and compensated accordingly pursuant to the appropriate contract. Each additional position will be treated as a new and separate contract for purposes of this Agreement, except that a position that has been moved from one department to another without significant modification will not be treated as a new and separate contract for the incumbent for purposes of setting their pay rate.

2. Work performed in Teaching Faculty assignments will only be credited toward satisfaction of the criteria for Teaching Faculty status. Work performed in Academic Professional assignments will only be credited toward satisfaction of the criteria for Academic Professional status.

G. **Supplemental Work Assignments**

In lieu of or in addition to a member's normal work, the College may but is not required to assign supplemental work that is normally covered by another kind of contract (e.g., a member covered by a regular contract may be offered supplemental work normally covered by a temporary contract or provisional contract; a member covered by a provisional contract may be offered supplemental work normally covered by a regular contract or a temporary contract, etc.). Performance of such supplemental work will not change the established status of the member receiving the assignment (e.g., a regular employee will remain a regular employee despite performing supplemental provisional or temporary work; a provisional employee will remain provisional despite performing supplemental regular or temporary work, etc.).

H. **Loss of Seniority**

1. An employee's seniority and their employment relationship within the bargaining unit shall automatically terminate for any of the following reasons:

   a. If a bargaining unit member goes 36 months without performing enough bargaining unit work to be a bargaining unit member under Article I.A. This termination timeline (36 months) may be extended by the Supervising Administrator due to extenuating circumstances.

   b. If a bargaining unit member goes 24 months without providing express written willingness and availability to work during the department's scheduling process. This termination timeline (24 months) may be extended by the Supervising Administrator due to extenuating circumstances.

I. **Administrators with Teaching Assignments**

1. The College will limit the use of Administrators teaching within their current departments. Administrators may not be given teaching assignments as part of their Administrator duties in the department that they administer, unless required for the following reasons:

   a. accreditation purposes

   b. To serve as substitutes, or for other emergency situations

   c. Financial concerns for the program

   The College will notify MAHE of the rationale for all of these assignments.

2. Prior to giving these assignments due to financial concerns, the College will provide MAHE with all necessary data to support the assignment.

3. The teaching assignments of administrators with teaching positions in the programs they administer shall be approved in advance by the respective Dean or designee.

4. Human Resources and the MAHE Leadership will schedule a meeting with Divisional leaders to discuss any programs that are financially dependent on Administrator teaching assignments.

5. MAHE may submit objections, in writing, regarding Administrator teaching assignments, as specified in subsections 1, 2, 3, and 4, above, to the Director of Labor and Employee Relations, in writing. The written objections will include a brief explanation of the reason(s) for the objection. The Director will submit a written response to objections within 14 business days. If MAHE still objects to the teaching assignment, it may appeal the decision of the Director of Labor and Employee Relations to the Provost.

ARTICLE XIV. FACULTY PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT

A. **Purpose**

The purpose of faculty performance reviews and professional development is to establish a continuous improvement process focused on improving service and student learning outcomes while supporting professional growth on a systematic basis.

B. **Periodic Reviews**

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

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

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

2. Periodic reviews will address professional development activities and plans; performance of professional responsibilities (as summarized in Article VIII.); adherence to professional standards and codes of ethics if applicable; relationships with peers and students; and other work-related criteria. At a minimum, periodic performance reviews will be based on the following components if they are available.

   a. Administrator Performance Assessment

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

b. Student/Client Feedback

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

c. Peer performance assessment

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

When a faculty member is subject to a peer performance assessment as part of their performance review, the peer reviewer will be selected as follows:

Classification	Reviewing Peers
Teaching Faculty	Post-probationary Teaching Faculty with expertise in the member's discipline if possible
Lab Instructor	Post-probationary Teaching Faculty with expertise in the member's discipline if possible (including but not limited to the Faculty of Record in relevant courses)
Lab Assistant	Post-probationary Teaching Faculty with expertise in the member's discipline if possible (including but not limited to the Faculty of Record in relevant courses)
Professional Tutor	Post-probationary Professional Tutors
Librarian	Post-probationary Librarians
Licensed Professional Counselor	Post-probationary Licensed Professional Counselors
Academic Advisor	Post-probationary Academic Advisors
Teaching Clinician	Post-probationary Teaching faculty with expertise in the member's discipline if possible
Supplemental Instruction Leader	Post-probationary Teaching faculty with expertise in the member's discipline if possible
Sign Language Interpreters	Post-probationary Sign Language Interpreters

The reviewing peers will be selected from faculty who volunteer or are nominated by other members of the faculty member's department. Lead faculty of the program and faculty under review will provide input into the

selection of the reviewer. The faculty under review may request a different peer reviewer in consultation with program faculty. The faculty under review may make a request to the Dean for a different administrative reviewer for a legitimate reason.

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

d. Self-Assessment

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

3. Comprehensive Report

After taking into consideration all available components described above, the responsible administrator will prepare a comprehensive written report summarizing the relevant information and observations. The administrator will then meet with the faculty member to present and discuss the summarized peer performance assessments, the administrator performance assessment, the self-assessment and the student/client feedback, and any recommendations for improvement (which may be modified based on the discussion). Such discussions will be conducted confidentially. Only those persons with a legitimate need to know will have access to the review materials or to the comprehensive report prepared by the administrator. If a member disagrees with any of the information contained in the comprehensive report or the supporting materials, the member may submit a written explanation, which will become part of the periodic performance review file.

4. Periodic performance reviews for members in secondary education assignments will be conducted in accordance with this section or in accordance with processes and standards established by applicable law or regulation, whichever is more rigorous.

5. Review Process for Academic Professionals

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

6. Review Process for Teaching Faculty

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

7. Mandatory Training

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

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

C. **Ad Hoc Performance Reviews**

A supervising administrator may conduct an ad hoc performance review. An ad hoc performance review may be based on peer observation, administrator observation, student/client feedback, and/or other performance-related data. The responsible administrator will meet with the faculty member to present and discuss a report on any documented weak or unsatisfactory performance and any recommendations for improvement (which may be modified based on the discussion). Such discussions will be conducted confidentially. Only those persons with a legitimate need to know will have access to the review materials or to the report prepared by the supervising administrator. If a member disagrees with any of the information contained in the review materials, the

member may submit a written explanation, which will become part of the performance review file.

D. **Improvement and Correction of Performance Problems**

1. If a problem is identified and documented during a performance review of a probationary faculty member, the member will be informed of the problem and a written Individual Improvement Plan (IIP) may be prepared to identify actions the member must take as well as actions the College will take to support the member's efforts to improve. The faculty member will cooperate in establishing any such IIP and, to the extent practicable, the IIP will include objective and measurable standards and goals. The supervising administrator may assign a mentor to assist the probationary faculty member. Nothing contained in this Agreement changes the at-will nature of the employment of probationary members.

2. Where performance of a member with continuing contract status is significantly weak and/or has not been improved despite past efforts, an Individual Improvement Plan (IIP) will be prepared. The IIP will include actions the faculty member must take as well as actions the College will take to support the faculty member's efforts to improve. The faculty member will cooperate in establishing any such IIP and, to the extent practicable, the IIP will include objective and measurable standards and goals. The supervising administrator may assign a mentor to assist the faculty member covered by the IIP.

3. Where a continuing contract member's performance is significantly weak and/or has not been improved despite the member being given an individual improvement plan, further corrective action may be taken, including but not limited to action under the progressive discipline process.

4. Nothing contained in this section restricts the College's right to take corrective action based on unacceptable conduct.

5. The College will notify the MAHE President when a faculty member is given a performance rating of unsatisfactory.

E. **Evaluation of Administrators**

The College will periodically survey bargaining unit members for feedback concerning the performance of administrators of their program and/or department or that head their division. To the extent permitted by any applicable collective bargaining agreement, the data and comments extracted from this feedback will be considered in any periodic performance reviews of those administrators.

F. **New Performance Instrument**

Before adopting any new performance review instrument(s) or form(s) applicable to bargaining unit members, College representatives will negotiate with Association representatives concerning the design, content, implementation and administration. Copies of new performance review instrument(s) or form(s) will be made available to covered members prior to the beginning of any review period in which they are used.

G. **Professional Development**

1. Transforming Learning Through Teaching. During the term of this Agreement, the College will continue to offer the 12-week Transforming Learning Through Teaching Seminar/Class as created by the LCC Center for Teaching Excellence (CTE). Priority in enrollment will be given to those members who have not previously taken the seminar and who require completion in order to achieve continuing contract status. Faculty members' participation will be covered by the College's tuition waiver benefit.

2. Professional Portfolio Workshop. During the Term of this Agreement, the College will continue to offer a professional portfolio workshop through the LCC Center for Teaching Excellence (CTE). Priority in enrollment will be given to those faculty members who have not taken this workshop and who require completion for their Periodic Performance Review.

3. Faculty Observation Training. During the term of the Agreement, the College will continue to offer an observation training workshop through the LCC Center for Teaching Excellence (CTE). Priority for enrollment will be given to those bargaining unit members and administrators who are willing to conduct performance assessments but lack appropriate training.

4. Teaching Online Certification (TOC). During the term of this Agreement, the College will continue to offer TOC training or its equivalent through CTE. Priority for enrollment will be given to those bargaining unit members who have not met one of the requirements outlined in Article XIII.H.8 and require completion for an online or hybrid assignment.

5. During the term of this Agreement, the College will continue to offer additional professional development opportunities to faculty through the LCC Center for Teaching Excellence (CTE).

H. **Professional Development for Adjuncts**

1. Adjunct Professors are required to attend PA day activities and will be paid for their participation.

2. Adjuncts are eligible to be paid in conformance with section H.3, below, for Professional Development (PD) during the semester in which they teach. Professional Development includes Professional Development on Professional Activities (PA) days (except as stated in H.1, above), PD, conferences, CTE offerings, etc.

3. Request to attend any PD must be submitted in writing and requires supervisor approval. Approval to attend PD will not be unreasonably denied. If a request to attend a PA activity is denied, the supervisor shall give the reason for the denial to the adjunct in writing.

4. Adjuncts who are denied pay for PD (PA) Day activities may appeal that decision to the Provost or designee.

5. Adjunct Associate Professors and Adjunct Professors who had a teaching workload of at least 12 hours for the previous academic year and are teaching at least 3-4 credits in the current semester, with approval, will be eligible to propose attendance for one non-LCC professional conference every three years. The budget limits will be determined by the program's operating plan.

I. **Change in Status Reviews**

1. Change in Status is not automatic. A bargaining unit member must successfully complete the Change in Status process to:

   a. Achieve continuing contract status;

   b. Achieve associate continuing contract status; or

   c. Achieve promotion to Adjunct Professor.

2. The Change in Status review is intended as an intensive examination of the qualifications and accomplishments of bargaining unit members for purposes of assessing readiness for continuing contract status or adjunct professor status based on the following criteria:

   a. Effectiveness in performing assigned work and achieving student success goals;

   b. Professional development;

   c. Participation in departmental leadership and/or other professional responsibilities;

   d. College and/or community service activities;

e. Scholarly activities and leadership;

f. Other performance-related considerations.

3. No later than January 31, the College will notify each department/program of any College-wide timelines and deadlines for the Change in Status process.

4. No later than March 31, each department/program will establish as part of its Operating Plan the application, information, and documentation (including but not limited to the items listed in subsection 8.a of this Section I) to be submitted by the applicant to the Peer Review Committee and the timeline for submission of such materials.

5. No later than June 30, a faculty member intending to apply for Change in Status must submit the required application and any materials required to be submitted by that date.

   a. A full-time faculty member is eligible to apply for Change in Status at the end of their second academic year of work as long as they will have worked for three academic years by June 1 of the following year and satisfy the criteria for consideration for Change in Status described in Article XIV.J.

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

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

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

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

8. The Change in Status review will include each of the following steps, all of which must be completed not later than two weeks after the end of Spring semester:

a. The Supervising Administrator and the Peer Review Committee will, at a minimum, independently review the member's:

1) Available work record and performance information, including Periodic Performance Reviews from the most recent 5 years;

2) Available student/client feedback data;

3) Available student success data; and

4) The member's application and any other required information and documentation.

b. The Supervising Administrator and at least one member of the Peer Review Committee will independently conduct at least one classroom/workplace observation that complies with the standards contained in Article XIV.B.2.

c. The Supervising Administrator and at least one member of the Peer Review Committee will jointly meet with the bargaining unit member to discuss the bargaining unit member's information, documentation, and data.

d. After the preceding steps are completed, the Supervising Administrator and the Peer Review Committee will develop recommendations to grant or withhold the requested Change in Status, supported by a written summary explaining the reason(s) for the recommendation, and submit their respective recommendations to the responsible Dean not later than two weeks prior to the end of the Spring Semester. The Supervising Administrator and the Peer Review Committee may consult one another or act independently in reaching their recommendations.

e. After consideration of the recommendations and written summaries, and such other information and documentation as may be deemed significant, the Dean will determine whether or not to grant the requested Change in Status. The Dean will advise the member of the decision in writing within 30 days after receipt of the recommendations and written summaries, and will provide copies of the Dean's decision to the Supervising Administrator and the Review Committee.

9. If the member disagrees with the determination by the Dean, the member may appeal to the Provost, by filing a written appeal with the Provost within 28 calendar days after being informed of the Dean's decision. The Provost will affirm or reverse the Dean's decision, and provide written notice of the Provost's decision to the member, the Supervising Administrator and the Review Committee. The decision of the Provost is final and not subject to appeal.

10. Any approved change in status shall become effective at the beginning of the next academic year.

J. **Standards for Change in Status**

1. Full-time Teaching Faculty

a. A full-time Assistant Professor who believes he/she is qualified for the status of full-time Professor may submit a completed application to the Department Administrator or designee and to Human Resources Department. A full-time Assistant Professor is eligible for consideration only if he/she satisfies the criteria listed in subsection b.1) through b.6) of this provision. The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed, and recommendations will be made pursuant to subsections b.7) and b.8) of this provision.

b. The criteria for status as full-time Professor are:

1) The member has not been denied full-time Professor status within the last 12 months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence of the Provost or designee;

2) Attainment of at least the degree then required for hire into the job title in which the faculty member is working;

3) Satisfactory completion of three academic years of work as a full-time Assistant Professor teaching courses and/or other professional work;

4) Satisfactorily working a cumulative total of 96 workload hours at the College, at least half of which must have been in (or transferred by reorganization to) the member's current department;

5) Successful completion of the 12-week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE);

6) Successful completion of an additional 16 hours of approved professional development activities. The professional development should be diverse and have a focus on scholarly activities and leadership. This may include other CTE Workshops or the equivalent professional development activities of like value. The 16hours of professional activities must be approved by the

member's immediate supervisor. Thus, members are encouraged to seek preapproval;

7) Completion of a department peer review resulting in recommendation for status change by the Peer Review Committee, based on the following criteria:

a) Effectiveness in performing assigned work and achieving student success goals;

b) Professional development;

c) Participation in departmental leadership and/or other professional responsibilities;

d) College and/or community service activities;

e) Scholarly activities and leadership;

f) Other performance-related considerations.

This Peer Review Committee shall consist of three to five non-probationary Teaching Faculty members selected in accordance with standards established by mutual agreement of the College and the Association;

8) Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within 30 calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.

2. Adjunct Associate Professor

a. An Adjunct Instructor who believes he/she is qualified for the status of Adjunct Associate Professor may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections b.1) through b.4) of this provision. The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made or withheld pursuant to Article XIV.J.1.b.7 & 8 of this provision.

b. The criteria for status as Adjunct Associate Professor are:

1) The member has not been denied Adjunct Associate Professor status within the last 12 months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee;

2) Satisfactory completion of six semesters of teaching credit courses at the College, at least three of which must have been taught within the previous three academic years;

3) Satisfactorily teaching a cumulative total of 72 workload hours at the College, at least half of which must have been taught in (or transferred by reorganization to) the member's current department;

4) Successful completion of eight hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The eight hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;

5) Completion of a department peer review resulting in recommendation for promotion by the Peer Review Committee, based on the following criteria:

a) Effectiveness in performing assigned work and achieving student success goals;

b) Professional development;

c) Participation in departmental and/or other professional responsibilities;

d) College and/or community service activities;

e) Scholarly activities;

f) Other performance related considerations.

This Peer Review Committee shall consist of three to five non-probationary Teaching Faculty members selected in accordance with standards established by mutual agreement of the College and the Association;

6) Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within 30 calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent academic year.

3. Adjunct Professor: All current Adjunct Professors will complete their term. No additional Adjunct Professor positions will be available. This language will be removed at the end of this Agreement.

4. Continuing Contract Academic Professional Faculty

a. A Probationary Academic Professional who believes he/she is qualified for the status of Continuing Contract Academic Professional may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections b.1) through b.5). The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made or withheld pursuant to Article XIV.J.1.b.7 & 8 of this provision.

b. The criteria for status as Continuing Contract Academic Professional are:

1) The member has not been denied Continuing Contract Academic Professional status within the last 12 months due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee.

2) Attainment of at least the degree then required for hire into the job classification in which the faculty member is working;

3) Satisfactory completion of 36 months of full-time work at the College as an Academic Professional;

4) Satisfactorily working a cumulative total of 5,160 clock hours of work as an Academic Professional at the College within the previous four years, at least half of which must have been performed in (or transferred by reorganization to) the member's current department;

5) Successful completion of 40 hours of approved professional development activities, which may include, but is not limited to, the 12-week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE) or other CTE

workshops. The 40 hours of professional development must be approved by the member's immediate supervisor. Thus, members are encouraged to seek pre-approval.

6) Completion of a department peer review resulting in recommendation for promotion by the Peer Review Committee, based on the following criteria:

a) Effectiveness in performing assigned work and achieving student success goals;

b) Professional development;

c) Participation in departmental leadership and/or other professional responsibilities;

d) College and/or community service activities;

e) Scholarly activities and leadership; and

f) Other performance related considerations.

The Peer Review Committee shall consist of three to five non-probationary faculty members selected in accordance with standards established by mutual agreement of the College and the Association;

7) Concurrence in the promotion recommendation by the Provost or designee. The disposition of the member's status by the Provost or designee shall be completed within 30 calendar days of Peer Review Committee recommendation, unless a longer period is agreed to by the Association. If approved, a change of status shall become effective at the beginning of the subsequent semester.

5. Associate Continuing Contract Academic Professional

a. A Probationary Associate Academic Professional who believes he/she is qualified for the status of Associate Continuing Contract Academic Professional may submit a completed application to the Department Administrator or designee and to the Human Resources Department. A member is eligible for consideration only if the member satisfies the criteria listed in subsections b.1) through b.4). The Human Resources Department will determine the member's eligibility for consideration and will advise the member and the Department Administrator. An eligible member's performance will be reviewed and recommendations will be made or withheld pursuant to Article XIV.J.1.b.7 & 8 of this provision.

b. The criteria for Associate Continuing Contract Academic Professional Faculty status are:

1) The member has not been denied Associate Continuing Contract Academic Professional status within the previous academic year due to lack of a positive recommendation by the Peer Review Committee and/or concurrence by the Provost or designee;

2) Attainment of at least the degree then required for hire into the job title in which the faculty member is working;

3) Satisfactory completion of 36 months of part-time work at the College as an Academic Professional involving a cumulative total of 2,304 clock hours, at least half of which must have been in (or transferred by reorganization to) the member's current department and at least 576 of which must have been performed within the last three years;

4) Successful completion of 20 hours of approved professional development activities, which may include the 12-week Transforming Learning Through Teaching seminar provided by the Center for Teaching Excellence (CTE) or other CTE workshops. The 20 hours of professional development activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek pre-approval.

ARTICLE XV. VACANCIES

A. Faculty Input on Posting Qualifications

At any time, faculty may offer input into the minimum qualifications for a bargaining unit position by following the procedure for Faculty Minimum Qualifications. Prior to posting a vacancy for a bargaining unit position or academic program director position, the responsible Dean, Director, or designee shall remind the bargaining unit members of the department of the opportunity to provide input concerning appropriate qualifications for the position to be posted.

Documentation related to minimum qualification decisions will be maintained by the academic administrator and the Office of Academic Affairs, based on the Faculty Minimum Qualifications procedure.

B. Minimum Posting Period

When the College determines to post a vacant position, the position will be announced by the Human Resources Department in accordance with College policy. Such notices will

provide at least 14 calendar days to permit bargaining unit members to make the necessary application. The 14 calendar days' period may be adjusted with mutual consent of the College and the Association.

C. **52-Week Positions**

If the College creates a full-time 52-week position, it will be filled through the established search process, with an internal posting for incumbent regular full-time faculty first, and subsequent postings for other faculty and external candidates only if determined necessary. A full-time bargaining unit member awarded a full-time 52-week position in their department/program will carry their status and pay level into the full-time 52-week position.

D. **215-Day Positions**

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

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

E. **Faculty Search Committee for Full-time Bargaining Unit Positions**

1. When the College determines to fill a full-time bargaining unit vacancy through positing, a search committee consisting of at least five people shall be formed to evaluate candidates and recommend those who are highly-qualified. The Human Resources Department will notify the Association of the formation of the search committee and request the Association to recommend qualified and diverse bargaining unit members willing to serve on it. If the Association recommends sufficient qualified members within 14 calendar days after the notification is issued, the College will appoint a majority of the committee from among such members, with the goal of seating a diverse committee. Otherwise, the College may appoint other qualified people as necessary to complete the search committee.

2. The Human Resources Department shall develop procedures and standards for the hiring process. The Human Resources Department will assist the search committee with developing the screening and interview guidelines to be used in evaluating the recommended candidates. The committee will begin its evaluation and selection process when the Human Resources Department has completed its review and approval of the procedures, standards and guidelines.

3. The search committee shall provide the Dean with a list of candidates it considers highly-qualified and it recommends for further consideration, together with supporting documentation. Whenever possible, the Dean and search committee will meet and discuss the recommendations and insights of the search committee

before the Dean's recommendation is submitted for final action. If the Dean intends to recommend a candidate who is not among those recommended by the search committee, the Dean shall invite the search committee to meet and discuss the reasons for such recommendation before submitting it for final action.

4. If the search committee is unable to recommend an acceptable number of candidates, or if the Dean does not support appointment of any of the candidates, then the chair of the committee shall have an opportunity to consult with the Dean before the Dean determines if the search will be extended or if it will be deemed a failed search.

F. **Faculty Participation in Filling of Part-time Bargaining Unit Positions**

1. When the College determines to fill a part-time bargaining unit vacancy through posting, the Dean or the Dean's designee will notify the Human Resources Department and current faculty members in the affected department or program. The Human Resources Department will notify the Association of the determination.

2. The Human Resources Department shall develop procedures and standards for the hiring process, including screening and interview guidelines to be used in evaluating and recommending candidates. The selection process will begin when the Human Resources Department has completed its review and approval of the procedures, standards, and guidelines to be used in filling the vacant position(s).

3. The Association may designate a bargaining unit member from the affected department or program to review all applications on file for the vacant position(s) and make recommendations to the Dean or the Dean's designee about candidates to be interviewed.

4. The Dean or the Dean's designee shall post or otherwise notify bargaining unit members of the affected department or program of the schedule for interviewing candidates for the vacant position(s). Interested bargaining unit members of the affected department or program may participate in the candidate interviews subject to the procedures, standards, and guidelines established by the Human Resources Department. Bargaining unit members who participate in candidate interviews may make recommendations to the Dean or the Dean's designee about extending an offer to any candidate(s).

G. **Faculty Participation in Search Committees for Administrative Positions**

Before inviting College personnel to serve on a search committee to fill a full-time academic administrator position, the Human Resources Department will notify the Association of the formation of the search committee. Within 14 calendar days after such notice, the Association may meet with the Human Resources Department and present recommendations about the make-up of the search committee and about qualified and diverse bargaining unit members willing to serve on it.

H. **Ultimate Authority for Hiring**

The ultimate authority regarding the filling of all vacancies is retained by the College.

I. **Member Rights to Apply**

Bargaining unit members enjoy a professional right to apply for other positions, within the College or elsewhere; and doing so shall not adversely affect the member's status. A bargaining unit member who applies for a vacant full-time College position will be notified in writing concerning the disposition of the member's application prior to the publication of the name of the successful candidate.

ARTICLE XVI. LAYOFF AND RECALL OF FULL-TIME BARGAINING UNIT MEMBERS

A. **Alternatives to Layoff**

Before making a decision to lay off a full-time member of the bargaining unit, the College will consider other methods of accomplishing staff reduction, such as natural attrition, resignation, retirement, individual or group separation incentives, reassignment, redistribution of workloads (including summer assignments), partial replacement of duties, transfer to a temporary position or a non-bargaining unit position, retraining, reduced service appointment, etc. If the number of full-time positions in the affected program or department exceeds the number of positions to be eliminated, the College will also invite and consider requests for voluntary leaves of absence without pay as an alternative to layoff.

B. **Layoff of Full-time Teaching Faculty**

1. If the College determines to reduce the amount of work to be performed by Teaching Faculty actively working within a program or department, it will attempt to achieve the reduction by reducing assignments of part-time Teaching Faculty, consistent with scheduling priorities described in Article XIII Employment Practices provided the remaining staff are available and are well-qualified to satisfactorily perform the required work.

2. If the College determines sufficient reduction cannot be accomplished solely under Subsection 1, full-time Teaching Faculty within the affected program or department will be laid off in the following order, provided the remaining full-time Teaching Faculty members are available and well-qualified to satisfactorily perform the required work:

    a. Full-time Assistant Professor(s)

    b. Full-time Professor(s)

Within the rank of Full-time Assistant Professor or Full-time Professor, the order of layoff shall be based on work record and qualifications to perform the required work and, if these are equal, length of service in the full-time position.

3. If a full-time Teaching Faculty member is unable to obtain at least eight hours of workload hour in the member's department due to lack of work for which the member is well-qualified, the member shall be deemed laid off without further notice.

C. **Layoff of Full-time Academic Professionals**

1. If the College determines to reduce the amount of work to be performed by Academic Professionals actively working within a program or department, it will attempt to achieve the reduction by reducing assignments to part-time Academic Professionals consistent with scheduling priorities described in Article XIII Employment Practices provided the remaining staff are available and are well-qualified to satisfactorily perform the required work.

2. If the College determines sufficient reduction cannot be accomplished solely under Subsection 1, full-time Academic Professionals within the affected program or department will be laid off in the following order, provided the remaining full-time Academic Professionals are available and well-qualified to satisfactorily perform the required work:

   a. Probationary Academic Professional(s)

   b. Continuing Contract Academic Professional(s)

   Among Continuing Contract Academic Professionals, the order of layoff shall be based on work record and qualifications to perform the required work and, if these are equal, length of service in the full-time position.

D. **Notice of Layoff**

1. Full-time Teaching Faculty members to be laid off shall be notified as soon as feasible prior to the effective date of the layoff, but in no event less than 60 calendar days before the end of the academic year for a layoff to be effective at the start of the following academic year except in the case of layoff pursuant to Section B.3. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied.

2. Full-time Academic Professional members to be laid off shall be notified as soon as feasible prior to the effective date of the layoff, but in no event less than 60 calendar days before the effective date. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied.

3. Full-time Provisional Teaching Faculty or Academic Professional members to be laid off shall be notified as soon as feasible prior to the effective date of the layoff.

4. Notices of layoff shall be delivered by any reasonable method, and confirmed by certified letter mailed to the faculty member's home address as shown in the member's official personnel record at the time and a copy sent to the Association president.

E. **Rights while on Layoff**

1. While on layoff status, a full-time Teaching Faculty member will be treated as a part-time Teaching Faculty member as follows:

   a. A Full-time Professor on layoff status will be treated as Adjunct Professor

   b. A Full-time Assistant Professor on layoff status will be treated as Adjunct Instructor or as such other adjunct position as the member held at the time of becoming a Full-Time Assistant Professor.

2. While on layoff status, a full-time Academic Professional member will be treated as a part-time Academic Professional member as follows:

   a. A Continuing Contract Academic Professional will be treated as Associate Continuing Contract Academic Professional.

   b. A Probationary Academic Professional will be treated as Associate Continuing Contract Academic Professional if the member held that status at the time of becoming full-time or will otherwise be treated as Probationary Associate Academic Professional.

3. While on layoff status, full-time continuing contract faculty members shall be eligible for recall to the position from which they were laid off.

4. While on layoff status, the College will automatically consider such laid off member to be a candidate for any vacant bargaining unit position, and such member will be given an opportunity to interview in appropriate circumstances. If the laid-off employee is hired into the vacant position, such hire shall release the College from any further recall obligation.

F. **Recall**

1. Faculty members shall notify the College's Human Resources Department in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release the College from any obligation to consider or recall the faculty member thereafter.

2. Recall shall be in inverse order of layoff provided the faculty member being recalled is qualified to perform the work required in the available position.

3. Notice of recall shall be delivered by any reasonable method and confirmed by certified letter mailed to the faculty member's home address as shown in the member's official personnel record at the time with a copy sent to the Association president. In the event the recalled faculty member does not notify the College by certified mail of acceptance of recall within 30 calendar days of the date of mailing of said notice, the faculty member shall be deemed to have refused recall and to have terminated their employment with the College.

4. A faculty member recalled to the position from which the member was laid off, or a position of the same type, shall receive the same credit for years of service and shall be placed on the same Step of the compensation schedule as the member held on the date of layoff.

5. The laid off faculty member's position shall not be filled by a new hire during the period in which the faculty member is eligible for recall unless the faculty member has been offered reappointment and has declined or has failed to respond as hereinabove provided, or the member is not available and well-qualified to perform the required work.

ARTICLE XVII. CONDITIONS OF EMPLOYMENT

A. **Personnel Files**

1. Each bargaining unit member may, upon written request, review the contents of their own general personnel file, which may not include certain materials that can or must be excluded under applicable law. A representative of the Association may, at the written request of the member, have access to the general personnel file and/or accompany them in such review. The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the personnel file or someone appointed to act in the administrator's behalf. The College will notify the employees of requests for information from their personnel files, in conformance with the Bullard-Plawecki Employee Right to Know Act and the College Employee Personnel Files Policy.

2. No disciplinary report and/or supporting documents will be placed in a bargaining unit member's official personnel file, except in accordance with Section C of this Article.

3. A bargaining unit member may file a written request with Human Resources for removal of Level 1 and Level 2 disciplinary reports from the member's personnel file after one year. The bargaining unit member will be notified in writing of the

decision regarding the request for removal and a reason, if denied. Disciplinary reports or documents removed from a member's personnel file may be retained by the College in a separate file for any legitimate purpose but will be inadmissible in any subsequent disciplinary proceeding against the member.

4. If there has been no request for removal of the disciplinary report(s) or document(s) or the request for removal was denied and no additional disciplinary action against the bargaining unit member has been initiated within two years, any Level 1 and Level 2 disciplinary report(s) more than two years old will be inadmissible in any subsequent disciplinary action against the bargaining unit member, unless the previous discipline is related to the current offense(s) or misconduct or there is an agreement between the parties to admit it.

5. Unless authorized in writing by the member or as compelled by law, the College will only respond to inquiries about a member's employment by providing verification of employment, dates of employment and positions held.

B. **Complaints**

1. If the College receives a credible complaint of misconduct against a bargaining unit member, it shall notify the member as soon as reasonably practical, but within not more than 20 working days after receiving the complaint absent good cause for delay, as agreed upon jointly between Human Resources and MAHE. Good cause for delay could include, but is not limited to, the member being on vacation or leave of absence or the sensitivity of the investigation being such that informing the member could compromise proper investigation of the complaint, etc.

2. The notification shall include a reasonably detailed summary of the complaint, including the name(s) of the complainant(s) in appropriate circumstances, unless a copy of the complaint is provided. If notification is delayed, it shall also include an explanation of the reason(s) for the delay.

   a. Such notification will be provided to the bargaining unit member and the Association.

   b. The identities of the complainant(s) will be protected, and not included in the notification, when a credible threat of harm or retaliation is suspected.

3. A complaint not timely reported to a bargaining unit member in accordance with Subsection 1 shall not be used for disciplinary action.

4. This section does not apply to Title IX investigations.

5. Complaints focused exclusively on academic problems will be routed through Academic Affairs.

C. **Due Process**

1. Just Cause

Except as otherwise provided in this Agreement, including all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees, except as specified in Article XVII.2 & 3, below.

2. Part-time probationary employees are eligible to apply for due process and just cause status as specified below:

a. Part-time Academic Professionals who have worked at least 2,080 clock hours, or have been consistently employed for five years, excluding taking TMS courses or attending meetings.

b. Adjunct Teaching Faculty who have taught at least 65 workload credits or have been consistently employed for five years, excluding taking TMS courses or attending meetings.

3. Within 30 days after the effective date of this agreement, the parties will jointly design a process for part-time faculty to apply for due process and just cause status including all timelines for appeals and other components of the application process. Additionally:

a. Applications for due process and just cause status shall not be arbitrarily denied, and employees whose applications are denied shall receive the reason for such denial, in writing.

b. Employees may appeal denial decisions to the Provost within two weeks of receipt of the written response.

4. Investigatory Interviews

Except in unusual circumstances, a member subject to possible discipline will be interviewed by the Employer prior to a decision being made about whether or not to take disciplinary action. In such cases, the member will ordinarily be informed of the general topic being investigated before being questioned, unless the College determines such notice might be harmful (e.g., if such notice might hinder or undermine a thorough and effective investigation, create a risk of retaliation, etc.). In deciding what, if any, disciplinary action to take, the Employer shall consider the member's prior disciplinary record, including evidence of good or improved behavior. A member shall be accompanied by an Association representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the member, unless the member expressly declines such representation in writing. A member placed on unpaid administrative leave

pending investigation shall not remain on such unpaid leave for more than one full payroll period before a Due Process Hearing is offered under section D.3 of this Article.

5. Due Process Hearings

Before imposing Level 3 or Level 4 discipline, the Employer shall, in addition to any investigatory interview, offer a member an informal hearing during which the member is informed of the allegations against them and the general nature of the evidence, and is given an opportunity to respond by providing evidence and explanation. An Association representative shall attend any such hearing and represent the member, unless the member expressly declines such representation in writing

6. Progressive and Corrective Discipline

a. The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct a member's unsatisfactory performance, conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension, discharge, or in other cases in which it does not appear likely to result in successful correction. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 3 or Level 4 discipline immediately after informal hearing in appropriate cases, or from placing any employee on administrative leave pending further investigation.

b. Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge), and any Level may be repeated or skipped depending on the circumstances of each case.

1) Level 1 will be for relatively minor problems where the member has had few, if any, prior problems.

2) Level 2 will be for repeat or frequent or multiple minor problems.

3) Level 3 will involve a suspension without pay for 1 to 10 work days and will be for more serious problems or for continuing problems after the member fails to respond to lesser discipline.

4) Level 4 will involve discharge and will be for serious problems or for continuing problems after the member fails to respond properly to Level 2 or Level 3 discipline.

7. Disciplinary Reports

a. The Employer shall notify a member of any disciplinary action taken against the member. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction and for Level 1, 2, or 3 disciplinary action shall include a written corrective action plan. An Association representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action, unless the member expressly declines such representation in writing.

b. A Level 3 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and nature of any previous disciplinary actions.

c. Any disciplinary report shall be placed in the disciplined member's personnel file with a copy given to the disciplined member and another copy sent to the Association President, the Grievance Chair and the MEA UniServ Director. The member shall be given an opportunity to sign the disciplinary report and to write a response or rebuttal to be placed in the member's personnel file.

8. Special Rules for Members with Multiple Positions

a. If a member has multiple employment positions within the College, representation in investigatory interviews and/or disciplinary meetings shall be restricted to the bargaining representative, if any, for the position in which the performance or conduct issues occurred. In the event of conduct that is not position-specific (e.g., theft, violence, violation of the LCC Standard of Conduct in or workplace Policy or any successor policy, etc.), representation shall be restricted to the bargaining representative, if any, for the member's current primary position.

b. If a member is terminated from College employment outside of the bargaining unit and the reasons for termination are relevant to the member's suitability for continued employment as a bargaining unit member, the member will also be terminated from any positions within the bargaining unit. Prior to a final decision on such termination, the member will be offered a Due Process Hearing under subsection 3 of this Section.

ARTICLE XVIII. ACADEMIC FREEDOM

A. **Right of Academic Freedom**

Bargaining unit members shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair their teaching. Administrative actions taken to assure compliance of contractual and

departmental obligations when applied in a non-discriminatory manner shall not be construed as restraints or harassment which impair teaching. To this end, the College subscribes to the tenets of academic freedom as the American Association of University Professors has described it:

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

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

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

B. **Endorsements**

When a bargaining unit member speaks, writes or endorses products or candidates as a citizen, the member is obligated to make certain that such endorsements or statements imply no endorsement by the College.

C. **College-Approved Course Syllabi**

A bargaining unit member must follow College-approved course syllabi, including presentation of alternative views of controversial issues.

ARTICLE XIX. INTELLECTUAL PROPERTY

Since all LCC employees and students may have or assert Intellectual Property rights, and in the interest of equal treatment, the parties recognize that such Intellectual Property rights are properly addressed through Board Policy and College procedures.

Accordingly, the parties agree to the formation of an Intellectual Property Committee (IPC) consisting of representatives from all interested stakeholders and College legal counsel, to review and revise the current policy and procedures, if needed, and develop and publish a Frequently Asked Questions (FAQ) document for all employees. Any recommended changes to the policy and its procedures will be reviewed with the Association in conformance with Article III.B.

Additionally, the College will, upon request, bargain with all unions represented on the IPC regarding the effects of any changes on bargaining unit members.

ARTICLE XX. BARGAINING UNIT MEMBER SUPPORT

A. **Office Support**

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

B. **Bargaining Unit Member Facilities**

1. Bargaining unit members may have unlimited access to their assigned offices, and to vacant work areas and/or classrooms during the normal hours of operation of the College. If bargaining unit members desire access outside normal hours of operation, they should contact the Department of Police and Public Safety to gain admittance. Identification cards will be shown, and the bargaining unit members will be required to register when entering and leaving the building. The use of other College facilities for College related activities by the bargaining unit member during normal hours shall be authorized upon approval by the appropriate College official.

2. Use of College-owned computer resources (which also encompass voice/video/ data) is extended by Lansing Community College to faculty members as the College considers necessary to accomplish its mission. Faculty member's use of such resources shall be in compliance with the College's published "LCC Acceptable Use Policy." Due to their very nature, and in accordance with current case law, voice and e-mail messages created or transmitted with LCC computer resources are not private.

C. **Safety and Work Space**

1. Reasonable effort will be made to assure that bargaining unit members are able to work in safety consistent with good health practices and federal and state laws regarding health and safety. When required, the College will provide first-aid supplies. Emergency procedures will be published for the information of the bargaining unit members.

2. The College shall strive to provide, subject to available resources, reasonable office space of approximately 100 square feet for each full-time bargaining unit member. Such office space will be maintained in a safe manner by the College, and in a clean, orderly, and professional manner by the faculty member.

3. The College shall strive to provide, subject to available resources, reasonable office space, work space or work areas of approximately 50 square feet for the use of one part-time faculty member at a time. Such office space, work space or work areas will be maintained in a safe manner by the College, and in a clean, orderly, and professional manner by the faculty members.

4. Except in cases of emergency, the College will provide reasonable notice to a faculty member before requiring the member to relocate to a different office. The College will arrange to pack items in the office unless the faculty member elects to do so, and will arrange for the items to be moved.

5. If a bargaining unit member has a specific concern regarding the provisions of this section (other than an immediate safety concern), including changes in assigned or available office space or work areas, that concern shall first be presented to the Supervising Administrator. If the concern is not resolved, upon request of the member, the concern will be placed on the agenda of the appropriate committee (e.g. the College Safety and Parking Committee, Divisional Operations Committee, MAHE/HR Contract Maintenance, etc.) for consideration at its next meeting.

ARTICLE XXI. PROFESSIONAL COMPENSATION

A. **Full-time Bargaining Unit Members**

1. Salary Schedule

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

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

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

Schedule	Year 1	Year 2	Year 3
FULL-TIME 34.6 WEEK TEACHING FACULTY	2.37%	1.37%	1.37%
FULL-TIME 43-WEEK LAB INSTRUCTOR	2.06%	1.06%	1.06%
FULL-TIME 43-WEEK LAB ASSISTANT	2.06%	1.06%	1.06%
FULL-TIME 43-WEEK PROFESSIONAL TUTOR	2.06%	1.06%	1.06%
FULL-TIME LIBRARIAN	2.18%	1.18%	1.18%

FULL-TIME LICENSED PROFESSIONAL COUNSELOR	2.18%	1.18%	1.18%
FULL-TIME 43-WEEK ACADEMIC ADVISOR	2.18%	1.18%	1.18%
FULL-TIME TEACHING CLINICIAN	1.92%	0.92%	0.92%
FULL-TIME 52 WEEK TEACHING FACULTY	2.38%	1.38%	1.38%
FULL-TIME 52 WEEK ACADEMIC PROFESSIONALS (Librarians, Counselors, MD Advisors)	2.18%	1.18%	1.18%
FULL-TIME 52 WEEK ACADEMIC PROFESSIONALS (BD Lab Assistants, Tutors)	2.06%	1.06%	1.06%

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

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

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

2. Placement on Schedule

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

3. Advanced Placement

In placing a new full-time employee on the appropriate salary schedule, the College may give credit for years of relevant professional experience (including prorated relevant professional experience in a part-time position at LCC or elsewhere). Any credit given shall be at the rate of one step for each full year of relevant experience, up to a maximum of four steps. The College, if necessary, can waive the four-4-step maximum, provided a representative of the Human Resources Department will meet with a representative designated by the Association to discuss the reason(s)

necessitating deviation from the established hiring range prior to making a formal offer of employment to the prospective employee.

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

B. **Part-time Bargaining Unit Members**

1. Salary Schedule

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

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

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

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

D-1 Part-time Teaching Faculty
D-2 Part-time Teaching Clinician
D-3 Part-time Lab Instructor
D-4 Part-time Lab Assistant
D-5 Part-time Professional Tutor
D-6 Part-time Librarian
D-7 Part-time Licensed Professional Counselor
D-8 Part-time Academic Advisor
D-9 Part-time Sign Language Interpreter

For purposes of this Section, “assigned work activities” include assigned work, assigned committee work, mandatory training (e.g., Learning Management System, etc.), mandatory meetings, and important activities in which a member participates when specifically requested to do so (e.g., College graduation ceremony, professional development days, kick-off days, etc.).

2. Placement on Schedule

New part-time bargaining unit members will be placed on the appropriate compensation schedule at Step 1 unless the College determines it is necessary to

place the individual at an advanced Step in accordance with the subsection on advanced placement.

3. Advanced Placement

In placing a new part-time bargaining unit member on the appropriate compensation schedule, the College may give credit for years of relevant professional experience (including prorated relevant professional experience in a part-time position at LCC or elsewhere). Any credit given shall be at the rate of one step for each full year of relevant experience, up to a maximum of two steps for part-time Teaching Faculty or Teaching Clinician and four steps for other part-time Academic Professionals.

4. Step Advancement on the Schedule

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

C. **Credential Recognition**

1. A Teaching Faculty member will be moved to the corresponding column of the appropriate compensation schedule at the member's current step if the member obtains a higher academic degree related to the field in which the member is teaching and the degree is from an accredited institution recognized by the Department of Education. Upon written request of the member or recommendation of the responsible Dean and approval of the Executive Director of Human Resources (whose decision shall be final unless proven to be arbitrary and capricious), a Teaching Faculty member in the HS, AD, or BD salary column may be moved to a higher salary column based on government-recognized certifications or licenses coupled with tested experience related to the field in which the member is teaching. If approved, the effective date of the compensation adjustment will be the beginning of the semester beginning on or after the date on which the written request has been submitted and the Human Resources Department receives the official transcript showing that the degree or credential has been awarded.

2. Because the compensation Level of Academic Professionals is based on the degree, license, or certification required to perform the assigned work, an Academic Professional member's pay rate will not change based on obtaining a higher academic degree or additional license or certification.

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

D. **Overload**

Full-time bargaining unit members, as salaried professionals, are expected to perform their annual base workload without additional compensation, even though they are reasonably expected to work more than 40 hours in some weeks as circumstances require. However, members will be provided overload compensation as follows:

1. Teaching Faculty

If a full-time Teaching Faculty member is given an additional work assignment (other than non-traditional work assignments under Article XI.L.) that, when added to other assignments, will likely result in the member exceeding the applicable annual base load by the equivalent of one clock hour per week, the Supervising Administrator will document the assignment and the amount of approved clock hours for the assignment, and provide copies of the document to the member and to the responsible Dean or designee. If such a non-teaching assignment cannot reasonably be completed within the approved hours, the approved hours may be modified by written agreement of the member and the responsible Dean or designee If the approved hours for such additional assignment(s) that are not absorbed in the member's remaining annual base load (*e.g.*, through schedule modifications, teaching load reductions, etc.) total the equivalent of one clock hour or more per week, the unabsorbed additional hours will be compensated as overload.

a. Teaching overload assignments will be paid at the applicable adjunct teaching rate (Appendix D-1) except for a non-traditional teaching assignment under Article XI.L., which will be paid at the applicable market rate.

b. Non-teaching overload assignments will be paid at the applicable non-teaching adjunct rate (Appendix D-1).

c. Overload rates for Assistant Professors will be based on the Step 2 Adjunct Instructor rate. Overload rates for Professors will be based on the Step 2 Adjunct Associate Professor rate.

d. The overload payment process for each academic year will be initiated prior to the end of the Fall semester, provided that Professional Activities and Duties (PAD) plans have been timely submitted and approved. Thereafter, overload pay requests, including PAD plans, may be submitted to Human Resources during the first week of the Spring semester classes.

e. Dynamic forms, intended to improve the efficiency and transparency of the overload pay process, will be designed and tested.

2. Academic Professionals

If a full-time Academic Professional is given an additional work assignment (other than non-traditional work assignments under Article XI. L.) that will likely result in the member working an extra full day or more beyond the applicable annual base load, the Supervising Administrator will document the assignment and the amount of approved workload credit for the assignment and provide copies of the document to the member and to the responsible Dean or designee. If a non-teaching assignment cannot reasonably be completed within the approved workload hours, the approved workload hours may be modified by written agreement of the member and the responsible Dean or designee. Any full day of the approved workload credit for the assignment that is not absorbed in the member's remaining annual base load (*e.g.*, through schedule modifications, etc.) before the end of the academic year will be compensated as overload at the applicable part-time rate for the work at the member's current step on the pay scale (or the maximum part-time step, if lower).

In lieu of receiving overload pay, Academic Professionals may elect to carry over up to ten non-work days into the following academic year.

E. **Substitute Pay**

1. Full-time Teaching Faculty who are assigned to teach a short-term substitution for a full class session in accordance with Article XI.G.1.b (other than in a non-traditional teaching assignment under Article XI.L) will be paid at the part-time Teaching Faculty rate per assigned teaching contact hour in Appendix D-1 as follows:

   a. Professors who substitute will be paid at the Step 2 Adjunct Associate Professor Rate reflecting their highest related degree.

   b. Assistant Professors who substitute will be paid at the Step 2 Adjunct Instructor Rate reflecting their highest related degree.

2. Part-time Teaching Faculty members who substitute teach for a full class session in accordance with Article XI.G.1.b (other than in a non-traditional teaching assignment under Article XI Workload, Section L) will be paid at their established rate. If a part-time Teaching Faculty member has more than one hourly rate (excluding market rate) as a result of teaching assignments in more than one department, the member shall be paid at the Probationary Adjunct Instructor Rate reflecting their highest related degree unless the member has achieved Associate Continuing Contract status in the department in which the member is substituting.

3. Faculty members who substitute in a non-traditional teaching assignment under Article XI.L will be paid at the market rate for that assignment.

4. Payment for completed substitute teaching assignments shall be made on the next full payroll cycle after required documentation is submitted by the faculty member and entered in the payroll system.

5. Hours paid for substitute teaching under this section will not be considered overload or compensated under Section E of this Article.

F. **Over-enrolled and Under-enrolled Classes**

1. If a course section is above the applicable seat limit (as of the day after the end of the 50 percent refund period for the section) due to a documented College error, the Teaching Faculty member will be paid a stipend equal to class contact hours multiplied by overload teaching rate multiplied by number of extra students divided by seat limit. Stipends will be paid within 30 days after the end of the 50 percent refund period.

2. Before cancelling a class section with low enrollment, the College may offer faculty members the opportunity to teach the class on a reduced pay basis (with the first offer made to the member assigned to the section). A faculty member who agrees to teach a class that would otherwise be cancelled due to less-than-minimum enrollment will receive 75 percent of the otherwise applicable pay for teaching the class unless enrollment is at or above minimum as of the day after the 50 percent refund day for that section. Payment for the under-enrolled class will begin with the first full payroll period following the day after the 50 percent refund day for the section. Classes compensated under this section do not count against workload limits but are counted for purposes of the annual clock hour limit for part-time faculty.

3. Instead of cancelling a class section with low enrollment, the College may assign it to a faculty member at the regular rate of pay, in which case it will count for purposes of applicable workload obligations and limits.

G. **Market Rates**

Market rates are the most cost-efficient pay rates at which highly qualified and desirable employees can be employed on a part-time basis to perform the required work. Market rates may vary from time to time and may be higher, equal to or lower than overload rates or adjunct rates that might otherwise be applicable to faculty members performing the work. Any notice or offer of work that will be compensated at market rates shall state the applicable market rate. Upon request, the Human Resources Department will provide the Association with a written explanation of the basis for any market rate and will disclose the data and data sources upon which the rate is based. The College will consider any relevant information provided by the Association in establishing market rates.

H. **Red-circled Rates**

1. Members whose salary or pay rate for a position as of the date of ratification of this Agreement is higher than that provided in this Agreement shall continue to receive the higher rate for the work in that position until the expiration of this Agreement or until this Agreement would provide for a higher rate, whichever occurs first.

2. A full-time member or part-time Academic Professional who was red-circled or at the top step of the scale prior to the start of the academic year will receive the following compensation for each academic year in which they receive no other increase in pay rate, exclusive of a table/schedule increase for the position:

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

I. **Rate of Pay on Transfer, Interim Assignment or Reclassification**

1. In the event of a reclassification or interim assignment that results in movement to a bargaining unit position with a higher pay Level, the employee will be placed at the Step in the new classification having the rate that is closest to the average of the rate for the employee's former Level and Step and the rate for the same Step in the new Level. The rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the reclassification or interim assignment. Subsequent increases will be based on time in the new classification and Step.

2. In the event of an interim assignment that results in movement to a position with a lower pay Level, the employee's pay rate will be the same as if the assignment had not been made (i.e., will continue to receive applicable Step increases in the regular classification).

3. In the event of an involuntary transfer or reclassification that results in movement to a position in this bargaining unit with a lower pay Level, the employee will suffer no reduction in pay, unless otherwise agreed by the employee. Any such pay rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the transfer or reclassification.

4. A member who becomes a member of another bargaining unit as a result of transfer or reclassification will be compensated in accordance with that unit's collective bargaining agreement unless otherwise agreed in writing, and will be subject to other terms and conditions of employment consistent with the applicable collective bargaining agreement.

J. **Compensation Protection**

1. The compensation of a part-time Teaching Faculty shall not be reduced after the applicable 50 percent refund date due to student absences from an assigned class, provided the member shall devote any resulting free time to work for the College.

2. If a faculty member's schedule for a given day is changed by the College and the faculty member is not notified of the change due to College error, the faculty member shall not lose compensation for that day due to the error, provided the member shall devote the originally scheduled time to work for the College if work is available.

K. **Higher Pay Level Review**

Areas which experience exceptional difficulty recruiting or retaining faculty may work with Human Resources to review a higher market appropriate pay level. Human Resources will review any recommended changes with MAHE for approval.

ARTICLE XXII. EMPLOYEE BENEFITS

A. **Group Health, Dental, and Vision Plans**

1. During the term of this Agreement, full-time members shall be eligible to participate in a group health plan, a group dental plan and a group vision plan with the same benefits and same cost sharing as applied to other bargaining units through the Health Care Task Force/Labor Coalition process or any successor process involving a majority of the Employer's bargaining units.

2. During the term of this Agreement, part-time members shall be eligible to participate in such components of the group health plan, group dental plan, and group vision plan, and on the same cost-sharing basis as extended to other part-time employees through the Health Care Task Force/Labor Coalition process or any successor process involving a majority of the Employer's bargaining units that encompass part-time employees.

3. Each member's share of the premium or illustrated cost of participating in such plans shall be deducted from the member's pay on a pre-tax basis if permitted under applicable law. If a member's pay is insufficient to fully cover the member's share through payroll deduction (e.g., due to insufficient hours of work, etc.), it shall be the member's responsibility to timely pay any remaining balance to the College Human Resources Department or the member's coverage may lapse for non-payment. If the College advances funds to pay a member's share of the premium or illustrated cost, the member shall be responsible to repay the College any such amounts on demand, and the College may deduct any such amounts from any pay or benefits owed to the member.

B. **Group Life Insurance**

During the term of this Agreement, the College shall sponsor and pay the premiums for group life insurance for each full-time bargaining unit member in the face amount of $50,000, plus an additional $50,000 for accidental death and dismemberment. These amounts may be subject to lawfully permitted age-based reductions for members over 65 years of age.

C. **Group Long-Term Disability Insurance (LTD)**

1. During the term of this Agreement, the College shall sponsor and pay the premiums for a group long term disability (LTD) plan for all eligible full-time bargaining unit members which provides 66 2/3 percent of the member's regular monthly salary (annual salary divided by 12 months) subject to a maximum monthly benefit is $5,000. Benefits begin with the ninety-first consecutive day of disability and continue for the period of time specified in the policy. These benefits will be reduced by payments from Social Security, Michigan Public School Employees Retirement System, the Optional Retirement Plan, and from worker's compensation benefits for the period specified in the policy.

2. LTD benefits will be limited to 24 months (lifetime) for those bargaining unit members who are disabled due to a nervous or mental condition or for substance abuse.

D. **General Liability Insurance**

During the term of this Agreement, the College shall maintain in effect general liability insurance coverage which extends to bargaining unit members while acting in good faith within the scope of their College duties. The limits for such policies shall be not less than:

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

E. **Supplemental Benefit Plans**

The Employer may sponsor or facilitate member participation in certain supplemental benefit plans, *e.g.*, pre-paid legal plans, identity theft protection plans, extra dental coverage, AFLAC, supplemental life insurance, etc. All bargaining unit members are eligible to participate in such plans according to the terms of the plans. All costs of such plans shall be paid by bargaining unit members who elect to participate.

F. **General Insurance Restrictions**

1. All insurance plans described in this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the College's insurance carriers (or the College if self-insured). Copies of all plan documents are available in the Human Resources Office, and copies will be periodically distributed to plan participants in accordance with law.

2. The College will notify the Health Care Task Force and offer to bargain over any cost containment programs the College wishes to implement in any insurance plans to which it contributes.

3. The College's liability hereunder shall be limited to tender of premiums for obtainable coverage for which it has agreed to pay. The College shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier or Plan Administrator.

4. Disputes concerning the interpretation or application of insurance policies or the granting or denial of coverage or benefits by insurers or Plan Administrators shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums are subject to the Grievance Procedure.

G. **Group Insurance Continuation**

1. The College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect for the remainder of the academic year for a full-time member who has completed the member's annual full-time workload prior to the end of the academic year (*e.g.*, a Teaching Faculty member who has completed the full-time workload by the end of Spring semester).

2. The College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect while a member is on an approved sabbatical leave or an approved FMLA leave, provided the member timely pays the member's share to the College Human Resources Department in accordance with Section A of this Article.

3. While a member receives benefits under the College's Long-Term Disability plan, the College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect for up to 12 months of disability (inclusive of time covered by FMLA or paid sick leave).

4. The College shall pay its share of the premiums or illustrated cost to continue insurance coverage in effect through the end of the insurance billing cycle during which a member retires or resigns with at least 30 days' written notice, or commences a layoff or leave of absence without pay (other than an approved sabbatical leave or FMLA leave).

5. Except as required by law, the College's obligations under this section are limited to the insurance plans and coverage in which the member was participating on the day before the disability and are subject to any restrictions on insurance continuation imposed by the insurance carriers.

6. The College's obligations under this section are conditional upon the member timely paying to the College Human Resources Department any remaining balance of the premiums or illustrated cost to continue insurance coverage in effect. Continuation coverage may lapse due to the member's non-payment. If the College advances funds to pay a member's share of the premium or illustrated cost, the member shall be responsible to repay the College any such amounts on demand and the College may deduct any such amounts from any pay or benefits owed to the member.

7. When the College's obligation to contribute under this section ends, the member (and/or covered family members) shall be entitled to continue group health insurance coverage at their own cost to the extent required and under the circumstances specified by law (e.g., COBRA).

H. Tax-Deferred Annuities

All bargaining unit members are eligible to participate in the College tax-deferred annuity plan in accordance with its terms and applicable law.

I. Reimbursement for College Travel

The College shall reimburse a member for reasonable and necessary travel expenses incurred for College business authorized in advance by the appropriate administrative supervisor. Such travel reimbursement shall be subject to the Board of Trustees' Travel and Business Related Expense Policy (5.090), administrative procedures, and IRS guidelines in effect at the time.

J. Livingston Center Mileage

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

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

K. **Tuition Waivers to Lansing Community College**

1. Full-time Bargaining Unit Members

   Full-time bargaining unit members will be granted tuition waivers for courses for which they meet entrance requirements, so long as there is no conflict with their work assignment. Such a member's current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, will be granted tuition waivers for courses for which they meet entrance requirements. This benefit is limited to academic years during which the member is working or is on paid leave of absence.

2. Part-time Bargaining Unit Members

   a. Probationary part-time members will be granted 12 tuition credit hours at the end of a semester in which the member taught at least three credit hours or worked 96 or more clock hours (or the equivalent mix) during the semester.

   b. Associate Continuing Contract members will be granted 16 tuition credit hours at the end of a semester in which the member taught at least three credit hours or worked 96 or more clock hours (or the equivalent mix) during the semester. An Associate Continuing Contract member may allow the member's current spouse and dependent children, as defined by the Internal Revenue Service for income tax purposes, to use such credits.

   c. Tuition waiver credits may be used within one year after they are granted, except as provided in subsection 3.

   d. During the 2022-2023 academic year, employees may use tuition waiver credits that they were unable to use during the 2020-2021 academic year.

   e. Use of tuition credits by a member will not interfere or conflict with the member's work assignments.

3. Unapplied tuition waivers expire immediately upon termination of employment and may not be used thereafter.

L. **Professional Publications and/or Organizations**

Each full-time bargaining unit member and part-time bargaining unit member with an Associate Continuing Contract may be reimbursed up to $50 per year for subscriptions to professional or technical publications or for membership in professional organizations related to the bargaining unit member's work for the College.

M. **Employee Assistance Program**

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

N. **Parking**

1. The College will provide parking at no cost in the Gannon ramp and surface lots owned by the College.

2. The College may require parking cards, decals or other methods of control for each bargaining unit member's car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.

3. The primary use of parking privileges in the Gannon Ramp and no-cost surface lots is for employees while conducting College business and such privileges may not be used to provide free parking for family members or others.

4. Misuse of parking cards or permits shall result in the loss of all parking privileges. This includes, but is not limited to, parking more than one vehicle on College owned or leased parking lots or facilities at any one time or allowing another person to use a parking card or permit.

O. **Retirement**

1. Newly hired full-time bargaining unit members shall have the option of participating with the Michigan Public School Employees Retirement System (MPSERS) or the Optional Retirement Plan (ORP) insofar as permitted by law. The election to participate in the ORP must be made within the time provided by law and shall be an irrevocable choice except as otherwise provided by law.

2. A bargaining unit member participating in MPSERS (including all part-time bargaining unit members and full-time members who did not opt to participate in ORP) shall have rights and obligations as established by applicable law.

3. A bargaining unit member participating in ORP shall have rights and obligation as established by applicable law, subject to the following:

    a. A participating employee shall contribute 4.3 percent of the employee's gross earnings, or such higher amount as may be required by law; the member is immediately and fully vested in such contributions;

b. The College shall contribute 12.0 percent of the participating employee's gross earnings; the member shall be 100 percent vested in such contributions after two plan years of full-time employment (as defined by the Plan).

c. The parties will periodically review the performance, risk, and administrative record of the College's ORP vendor(s).

4. Retirement of bargaining unit members will be handled in accordance with the regulations established by MPSERS and the Office of Retirement Services, and in conformance with the appropriate State and Federal laws.

ARTICLE XXIII. EMPLOYEE LEAVES

A. **Paid Sick Leave**

1. Full-time bargaining unit members Credit and Accrual of Sick Leave

a. Full-time bargaining unit members with a 173-day contract shall be credited with 3.51 hours of Sick Leave for each of the first 22 biweekly payroll periods in which the member actively performs their assigned duties during each academic year.

b. Full-time bargaining unit members with a 204-day or longer contract shall be credited with 3.69 hours of Sick Leave for each biweekly payroll period in which the member actively performs their assigned duties during the academic year.

c. Full-time bargaining unit members who work beyond their contract (i.e., summer assignments for full-time Teaching Faculty or extra work days for full-time Academic Professionals) shall be credited with 0.04 hours of Sick Leave for each clock hour of such non-teaching extra work and 0.08 hours of Sick Leave for each teaching contact hour of such extra work performed by the member.

d. Maximum accrual of Sick Leave for full-time bargaining unit members shall be 96 hours per academic year or a cumulative total of 1200 hours.

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

a. Part-time bargaining unit members shall be credited with:

1) 0.04 hour of Sick Leave for each clock hour assigned and worked.

2) 0.08 hour of Sick Leave for each contact hour assigned and worked.

b. Maximum accrual of Sick Leave for part-time bargaining unit members shall be 450 hours.

3. MAHE Sick Leave Bank

a. The College shall annually establish a MAHE Sick Leave Bank of 3,400 hours of Sick Leave.

b. Upon voluntary resignation, allow members to donate up to half of their accrued, unused sick time to the MAHE sick leave bank.

3. Draw from Accumulated Sick Leave or MAHE Sick Leave Bank

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

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

b. A clock hour assignment will draw 1.0-hour sick leave for each full or partial clock hour missed.

c. A member shall not draw accumulated sick leave in excess of the member's credited and accrued benefit and shall not draw sick leave bank benefits if there is not a positive balance remaining in the sick leave bank at the time.

4. Approved purposes and limits for use of Accumulated Sick Leave or MAHE Sick Leave Bank

a. All bargaining unit members:

1) Shall use accumulated sick leave when, after taking into account all reasonable accommodations the College is willing to make, the member is disabled by illness, injury, or medical condition from safely performing the essential functions of the member's regular job and any other bargaining unit work within the member's

qualifications offered by the College, or is on approved FMLA absence due to a serious health condition of the member.

2) Shall use accumulated sick leave on up to ten days in an academic year if the member is on approved leave of absence due to a serious health condition (as defined under the FMLA) of the member's spouse, parent (including step-parent or other person in loco parentis) or child (including step-child, foster child, adopted child, etc.).

3) May use accumulated sick leave on up to five calendar days to make arrangements for and/or attend the funeral or memorial service(s) in the event of the death of a member of the bargaining unit member's immediate family or household, provided the sick time shall be used on days consecutive with the date of death and/or such services.

4) May use up to eight hours of accumulated sick leave per academic year when routine dental or medical attention for the member, the member's current spouse, or a dependent of the member residing in the member's household cannot be scheduled outside of College time or where the member is needed to provide care to such an incapacitated individual residing in the member's household.

5) If the member has no sick leave available when items 1-4 of this Article (immediately above) arise, they may request payment through the MAHE Sick Leave Bank. The Bank will be administered by Human Resources, and MAHE will be provided periodic reports of use.

b. In addition, all bargaining unit members may use accumulated sick leave for the following purposes, subject to the stated limit for each such use during any academic year:

1) Court subpoena or summons not resulting from employment at the College (as required by the court).

2) Income tax investigation (eight hours).

3) To attend the graduation of the bargaining unit member, spouse, child from high school or college, one day if in Michigan or up to three consecutive days outside of Michigan.

4) To attend the marriage of the bargaining unit member, two consecutive days; child, one day.

5) Personal Leave for reasons other than those listed above (16 hours).

6) Court subpoena or summons resulting from employment at the College when the Board and the bargaining unit member(s) are on opposite sides of the lawsuit (as required by the court).

7) If the member has no sick leave available when items 1-6 of this Article (immediately above) arise, they may request payment through the MAHE Sick Leave Bank. The Bank will be administered by Human Resources, and MAHE will be provided periodic reports of use.

8) Provide a $500 lump sum payment to a full-time teaching faculty member who has 200 or more sick hours and provides the College with notice of resignation or retirement within two weeks of the start of their final semester in which they intend to teach. (Ex: Member gives notice at start of fall semester that they will not be teaching in spring semester). The notice must include the intention to entirely separate employment from Lansing Community College either through resignation or retirement, and the member must retire or resign on the date stated in the notice. A change in employment status or title does not qualify for the lump sum.

Use of accumulated sick leave is conditional upon the member reporting the need for sick leave to the member's supervisor as soon as possible in accordance with applicable procedures and complying with applicable requirements for documentation. It is the professional responsibility of bargaining unit members to provide as much advance notice as possible when using accumulated sick leave for any purpose and to refrain from using sick leave for any purpose that could reasonably be scheduled to avoid conflict with the member's scheduled work obligations. Accumulated sick leave shall not be used on graduation day unless absolutely necessary.

5. Documentation

For any use of sick leave for more than three consecutive work days or more than five consecutive calendar days (whichever is shorter), the member shall provide written explanation of the reason(s) and may be required to provide documentation satisfactory to establish the need for such sick leave. Leave of Absence request forms (e.g., FMLA, etc.) will be maintained by the College and made available to all members via the LCC-HR website.

The College may require such written explanation and/or documentation for sick leaves of shorter duration if reasonable under the circumstances (e.g., in cases of apparent pattern or excessive absenteeism, apparent improper use of sick leave, etc.) provided the member shall be notified of such requirement as early as possible.

7. Draw from MAHE Sick Leave Bank

Maximum draw from the available MAHE Sick Leave Bank per event shall be equal to the paid work time lost by the member within 90 calendar days after commencing the sick leave, less any portion of such time covered from the member's accumulated sick leave. Recurrent absences separated by a return to work of less than six months will be considered part of a single event.

B. **Leaves for Personal Reasons**

1. Court Appearances

If a bargaining unit member is compelled by subpoena to testify in a court proceeding, the member will be excused from their assigned work as required. If the College is a party in the proceeding and the member is subpoenaed to testify about activities or observations occurring within the scope of and as part of the member's job duties at the College, the member will not lose pay for hours the member would otherwise have been scheduled to work, provided the employee's interests in the proceeding are not averse to those of the College.

2. Jury Duty

A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. A bargaining unit member shall receive full pay for the employee's regularly scheduled hours of work necessarily lost due to jury service, to a maximum of 60 days in any academic year, provided the employee informs the College within one week of receipt of a jury summons, and provided further that the employee pays over to the College all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day. The provisions of this Article are not applicable to a bargaining unit member who, without being summoned, volunteers for jury duty.

3. Administrative Leave

The College may, within its sole discretion, authorize or direct an employee to take an administrative leave of absence with pay, where such leave would benefit the employee or the College.

4. Personal Leave

Upon written request, an employee may be granted a personal leave of absence by the College, without pay or benefits, not to exceed one year in duration. Personal leave shall be used in increments of at least one week and may be used for purposes of continuing education, caring for an incapacitated member of the employee's immediate family and/or household, childbearing purposes, adoption purposes,

Peace Corps, Overseas Teaching, serving as an officer on professional associations, or taking care of similarly important matters that cannot be handled without such a leave.

5. Family/Medical Leave

A leave of absence without pay shall be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available Accrued Sick Leave for leave which would otherwise be unpaid under the Act, if the leave is the result of the employee's serious health condition. Employees on Family/Medical Leave may be eligible for workers' compensation benefits or sickness and accident benefits while on leave under this Section. The employee shall provide the College with timely notice and with such health care provider certifications or other documentation as the College requests in accordance with the Act and applicable regulations. An employee who fails to provide such notice and certification or other documentation, or who fails to maintain contact as directed by the College, shall be deemed to have waived any and all rights under this Section and under the Act. Return to work shall be governed by the provisions of the Act. An employee who fails to return to work at the conclusion of a leave under this Section may be required to reimburse the College for group insurance premiums and costs paid by the College, as permitted under the Act and applicable regulations.

6. Disability Leave

A non-probationary employee who has exhausted all leave rights to, or is ineligible for, Family/Medical Leave may be granted a disability leave for periods during which the employee receives disability benefits under the College's disability or workers' compensation insurance programs for up to one year (inclusive of FMLA leave time) or such longer period as required by law. As a condition of commencing and continuing such leave, the employee must provide the College Human Resources Department with updated information about the employee's medical condition, ability and intention to return to work, as directed by the College.

7. Military Leave

Request for military leave should be made within one week of receipt of orders to report for active duty, whether by induction, enlistment, or call-up of Reservists or National Guard Personnel. The leave shall be for the period of required active duty. Placement of returning members from active military leave will be handled in accordance with current Federal regulations governing military leaves. Incremental credits will be allowed.

The College will pay the difference between the bargaining unit member's military pay and base pay, if the military pay is less, for up to 14 calendar days per year when the bargaining unit member is ordered to active duty.

a. The bargaining unit member must notify their immediate supervisor of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

b. For each day of absence, the bargaining unit member will receive the difference in pay between:

1) Regular military pay less any amounts specifically received for meals, housing or travel, and

2) Pay the bargaining unit member would have received had he/she been at work on that day.

8. Political Leave

An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office provided, however, that there shall be no disruption of classes and that the leave shall commence prior to the beginning of a regular semester. Forty-five days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

9. Paid Personal Leave Hours for Part-time Faculty

Part-time Teaching Faculty and Academic Professionals who work at least a total of 75% of a full-time load in the previous academic year will be granted 20 hours personal leave which may be used during the upcoming academic year. Hours must be reported to the employee's supervisor in the same manner as other planned or unplanned absences.

C. <u>Sabbatical/Professional Development Leave</u>

1. Purpose

The purpose of a Sabbatical/Professional Development Leave is to provide for professional growth of the bargaining unit member that is not possible while fulfilling the obligations of a full-time appointment. Sabbatical/Professional Development Leaves may be granted for advanced study, research, writing, or cognate pursuits, resulting in achievement which will contribute to the professional effectiveness of the faculty member and will significantly benefit the College.

2. Eligibility to Apply

A bargaining unit member is eligible for consideration for Sabbatical/Professional Development Leave if, as of February 1 preceding the academic year for which the

leave is sought, the member:

a. Is a full-time employee in the bargaining unit currently and actively employed (not on leave of absence or layoff);

b. Has completed at least six years of full-time service to the College;

c. Has performed at least 192 workload hours (equivalent to 8,304 clock hours) for the College within the preceding seven academic years; and

d. Has not been on Sabbatical/Professional Development Leave within the preceding six academic years.

3. Process

a. Notice

Not later than the end of the Spring semester each academic year, the College Human Resources Department will notify all full-time bargaining unit members of the deadline for submitting applications and reference this Article for Sabbatical/Professional Development Leave.

b. Pre-Application

Prior to September 15 of the year preceding the academic year for which the leave is sought, the member shall meet with the member's administrative supervisor and other members of the program or department. The purpose of this meeting is to assist the member in formulating a mutually beneficial leave proposal. Discussion should include:

1) The purpose(s) of the proposed leave;

2) The timing of the proposed leave and its impact on the program or department;

3) The value of the proposed leave to the member and the program or department;

4) The burden(s) of the proposed leave on the program or department.

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

c. Application Process

1) Not later than September 15 of the year preceding the academic year for which the leave is sought, the member shall submit a draft of the application materials to the member's Dean or designee. The materials to be submitted include:

a) A completed "Sabbatical/Professional Development Leave Request Form;"

b) A statement of the purpose(s) of the Sabbatical/ Professional Development Leave including the activities to be undertaken with timelines for completion in order to achieve the purpose(s);

c) A method of evaluating the accomplishment of the stated objective(s);

d) A statement of the benefits and value of the Sabbatical/ Professional Development Leave to the bargaining unit member;

e) A statement of the benefits and value of the Sabbatical/ Professional Development Leave to the College (independent of the faculty member's professional growth);

f) A description of any contract, grant, or fellowship related to the Sabbatical/Professional Development Leave, including the nature of the contract, grant, or fellowship; the approximate time requirements on the part of the applicant; and the dollar amount of any such contract, grant or fellowship; and

g) A signed agreement that, if the member receives a Sabbatical/Professional Development Leave, the member shall return to the College for a period of one year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits and expenses) attributable to the Sabbatical/Professional Development Leave period, together with a signed promissory note reflecting this refund obligation.

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

2) If requested, the Dean or designee and member shall meet to discuss the plan and possible improvement to the application materials.

3) No later than October 5, the member may submit a revised final draft to the Dean or designee~~.~~ and the Provost.

4) By October 15, the Provost or designee will review the revised final draft and may submit a recommendation on the application, together with written explanation, and deliver it to the member, with a copy to the Sabbatical/Professional Development Committee.

d. No later than October 25, the member shall submit the final draft of the completed application materials to the Human Resources Department, which will distribute copies thereof to the members of the Sabbatical/Professional Development Committee.

e. The Sabbatical/Professional Development Committee shall consist of:

- Five bargaining unit members
- Two administrators
- Two alternates (one bargaining unit member, one administrator) who will serve as active members when needed for a quorum.

In the event a member of the Sabbatical/Professional Development Committee requests a Sabbatical/Professional Development Leave, that person shall withdraw their membership from the Sabbatical/Professional Development Committee prior to the submission of the request and for the duration of the Sabbatical/Professional Development Leave, if approved.

f. The Sabbatical/Professional Development Committee shall review, score and rank each Sabbatical/Professional Development Leave request based on relevant criteria, including but not limited to, the following:

1) The merit of the application;

2) The extent to which the request states specific deadlines and measurable educationally constructive objectives;

3) The extent to which a leave will have positive impact on the quality of instruction or service at the College through the bargaining unit member's increased competence and/or improved instructional techniques;

4) The extent to which a leave will, independent of impact on the bargaining unit member, measurably benefit the College by supporting its curricula, mission, and initiatives and improving student success;

5) Reasonable and equitable distribution of leaves across the College;

6) Contributions of the applicant to the College;

7) Length of service and employment history of the applicant;

8) The quality and timeliness of any reports and other work produced by the applicant while on a previous Sabbatical/Professional Development Leave. Subsequent sabbatical approval requires the successful completion of the prior sabbatical.

g. The Sabbatical/Professional Development Committee may request additional or supplemental information from applicants and others in order to better evaluate Sabbatical/Professional Development Leave requests. The Sabbatical/Professional Development Committee shall have the prerogative to hold conferences with applicants.

h. No later than five days after grading day, the Sabbatical/Professional Development Committee shall provide the Human Resources Department, the College President, the Provost, and the Board of Trustees with a written report, signed by a majority of its members, containing:

1) A recommendation for or against approval of each application, together with a brief explanation of the reasons for the recommendation;

2) The rank order of each application based on the criteria described in subsection 3.f. above; and

3) A copy of the materials considered by the Sabbatical/Professional Development Committee in reaching its decision.

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

i. No later than five days after grading day, the Sabbatical/Professional Development Committee will provide a copy of individual recommendations and the reasons for the recommendation to the bargaining unit member who submitted the application.

j. Prior to the February meeting of the Board of Trustees, the President will review the report and recommendations submitted by the Sabbatical/Professional Development Committee. Provided that there are sufficient recommendations that the President and Provost support, they will endorse a minimum of three sabbatical proposals and deliver a written report on those recommendations, together with explanatory comments, to the Board of Trustees for consideration and action.

1) Should any unforeseen circumstances causing changes to the Sabbatical process arise, the College shall promptly notify the MAHE President or designee to request their input to address the unforeseen circumstances.

2) Any denial of sabbatical proposals recommended by the Sabbatical Committee for reasons unrelated to the merit of the proposals requires advance notice to the MAHE President or designee. The notice will include the reason(s) for the denial(s).

3) Sabbatical proposals that are recommended by the Sabbatical Committee and not endorsed by the President and Provost will not be forwarded to the Board of Trustees.

k. The member will receive a copy of the President's and Provost's decision and written report on their individual Sabbatical/Professional Development application, together with explanatory comments.

l. Not later than February 28, the Board of Trustees will exercise its authority to make the final decision on granting Sabbatical/Professional Development Leaves. If the Board of Trustees denies a sabbatical proposal endorsed by the President and Provost, the applicant and MAHE will receive written notice of the reason for the denial.

4. Terms and Conditions of Sabbatical/Professional Development Leaves

a. Duration and Compensation

1) The duration of a Sabbatical/Professional Development Leave shall not exceed two consecutive semesters (Fall and Spring).

2) The compensation of a bargaining unit member on an approved Sabbatical/Professional Development Leave:

a) One semester (Fall or Spring) shall be the member's base salary for the semester, subject to adjustments as provided in subsection 4.a.4) or 4.a.5) below.

b) Two semesters (Fall and Spring) shall be one-half the member's base salary for the academic year, subject to adjustment as provided in subsection 4.a.4) or 4.a.5) below.

c) Benefits shall be maintained for the duration of the Sabbatical/Professional Development Leave as provided in applicable sections of this Agreement, except as otherwise required by applicable law or regulation.

3) A bargaining unit member on approved Sabbatical/Professional Development Leave shall not render service for compensation for the College except with the written authorization of the Provost or the Provost's designee.

4) No leaves whatsoever shall be granted for the taking of employment for pecuniary advantage elsewhere, and a member on Sabbatical/Professional Development Leave shall not render service for compensation in another institution or enterprise without prior written approval of the Provost or the Provost's designee. Provided full disclosure is made in the application materials, this condition does not preclude retention of pre-existing employment (whether or not related to the objectives of the Leave), or acceptance of a contract, grant, or fellowship that materially aids the Sabbatical/Professional Development Leave. Violation of any condition of this subsection may lead to immediate suspension of the sabbatical pay and may result in disciplinary action.

5) If a member accepts a contract, grant or fellowship in connection with the Sabbatical/Professional Development Leave, the proceeds may be expended on documented, reasonable and necessary expenses incurred for the Sabbatical/Professional Development Leave. Any remaining proceeds shall be retained by the member, provided the amount retained plus the member's compensation from the College shall not exceed the member's base salary for the term of the Sabbatical/Professional Development Leave. The member shall refund any overpayment to the College.

b. Completion of Approved Sabbatical/Professional Development Leave

1) A bargaining unit member granted a Sabbatical/Professional Development Leave shall be responsible for timely accomplishment of the stated objectives of the Sabbatical/ Professional Development Leave.

2) Each bargaining unit member approved for a Sabbatical/ Professional Development Leave shall meet with a member of the

committee at least one month prior to the commencement of the leave. The purpose of the meeting will be to prepare a Pre-Sabbatical/Professional Development Leave Report signed by both the bargaining unit member and the committee member, which restates the objectives of the leave with requirements and timelines for any required interim and/or final reports.

3) Any bargaining unit member on Sabbatical/Professional Development Leave shall not be required to attend any College functions during the duration of their Sabbatical/Professional Development Leave unless the employee performs other compensated work for the College during such leave.

4) If, during the term of the Sabbatical/Professional Development Leave, circumstances beyond the control of the bargaining unit member and the College cause the bargaining unit member to be unable to accomplish the stated objectives of the Sabbatical/ Professional Development leave within the established timelines, the bargaining unit member shall meet with the Sabbatical/Professional Development Committee to agree upon alternate objectives or timelines. Any such alternate objectives shall be subject to approval or rejection by the Provost or designee.

c. Upon completion of the Sabbatical/Professional Development Leave:

1) The bargaining unit member shall provide a written report to the Sabbatical/Professional Development Committee and to the College Human Resources Department, along with such other documentation as the Sabbatical/Professional Development Committee may desire, establishing the satisfactory completion of the stated objectives of the Sabbatical/Professional Development Leave. Such materials shall be provided within 30 days of the end of the Sabbatical/Professional Development Leave, unless otherwise provided in the approved Sabbatical/Professional Development Leave application or by written authorization of the Provost or the Provost's designee. If a member fails to comply with the requirements of this provision, $270.00 will be deducted from the member's pay for each pay period in which the member is out of compliance, and such amount will be contributed by the College to the LCC Foundation.

2) The Sabbatical/Professional Development Committee will evaluate the success of the Sabbatical/Professional Development Leave in light of the materials submitted.

3) The Sabbatical/Professional Development Committee will promptly provide the President or the President's designee with a written evaluation of each Sabbatical/Professional Development Leave, signed by a majority of the members of the Sabbatical/Professional Development Committee.

4) The College may require the bargaining unit member to present an overview of the Sabbatical/Professional Development Leave and its outcomes to the Board of Trustees or at program, department or division meetings or in other appropriate venues.

d. After completion of the Sabbatical/Professional Development Leave

1) Upon return from Sabbatical/Professional Development Leave, a bargaining unit member shall be placed at the same position on the compensation schedule(s) as the member would have held if the member had not been on Sabbatical/Professional Development Leave.

2) The bargaining unit member who receives a Sabbatical/ Professional Development Leave shall return to the College for a period of one year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits and expenses) attributable to the Sabbatical/Professional Development Leave period.

3) If circumstances beyond the control of the bargaining unit member and the College cause the bargaining unit member to be temporarily unable to complete the required year of active employment following the Sabbatical/Professional Development Leave, the bargaining unit member shall meet with the Provost or designee to discuss alternate timelines, which may be established at the discretion of the Provost or designee. If a member returns to employment at the College following the Sabbatical/Professional Development Leave but is approved for MPSERS or Social Security disability retirement prior to being able to fulfill the one-year return requirement, the promissory note will be forgiven.

4) If the bargaining unit member fails to return to the College and fails to refund the salary and benefits, the Association and the College will meet with the bargaining unit member to encourage voluntary compliance. If the bargaining unit member still refuses to comply, the College may enforce the refund obligation through any lawful means.

5) If the bargaining unit member is laid off or terminated other than for cause, the promissory note will be forgiven.

6) During a Sabbatical/Professional Development Leave, the College will deduct from the member's pay an amount equal to the normal employee MPSERS contribution. Retirement credit for Sabbatical/Professional Development Leave will be paid by the College after the bargaining unit member returns to work for one year following the leave, provided the bargaining unit member timely makes any required application for credit and submits the billing to the College. Bargaining unit members participating in a Sabbatical/Professional Development Leave will not be disadvantaged in their retirement plan as a result of such participation, subject to State law and regulations.

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

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

ARTICLE XXIV. AGREEMENT INTERPRETATION

A. **Special Conferences**

1. Special Conferences on important matters, including administration or interpretation of the Agreement, excluding grievances and negotiations, will be arranged between the Employer and the Association upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement.

2. Unless otherwise agreed, Association representation at Special Conferences will be limited to not more than two employee representatives and two non-employee representatives.

3. Special Conferences will be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference will be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it will be delivered before the meeting. Matters taken up will be confined to those included on the agenda, unless otherwise agreed by the parties.

4. Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.

5. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor will participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances, negotiations, or items of concern to the parties in the interpretation and enforcement of this Agreement.

B. **Amendment to the Collective Bargaining Agreement**

1. Either party to this Agreement may request a meeting to discuss possible amendment of the Agreement if it believes a provision of the Agreement is unworkable or if the Agreement is otherwise in need of amendment. The request for such a meeting will be in writing and will describe the nature of the concern and the intended purpose of the possible amendment.

2. If such a meeting is requested, the President of the Association and the Executive Director of Human Resources, together with such other representatives as agreed to by the President of the Association and the Executive Director of Human Resources, shall meet to discuss possible remedial action.

3. If the parties' representatives mutually agree upon an amendment of the Collective Bargaining Agreement, the parties shall submit the proposed amendment in writing to the Association Executive Board and to the LCC Board of Trustees or its duly authorized agent for their consideration and ratification.

4. Upon ratification by both constituent agencies, the proposed amendment will become a part of this Agreement in accordance with its terms. This Agreement cannot be amended by any other process.

5. Participation in any such meetings does not and will not obligate either party to engage in collective bargaining, or to agree to modify or otherwise change the terms of this Agreement, and this provision on Amendment to the Collective Bargaining Agreement is not subject to the Grievance Procedure.

ARTICLE XXV. GRIEVANCE PROCEDURE

A. **Definition**

1. A grievance is defined as a claim made by one or more bargaining unit members, alleging a violation, misinterpretation and/or misapplication of a specific article or section of this Agreement as written and/or the College's Policies related to employment practices.

2. An "aggrieved bargaining unit member" is the member who is directly affected by an alleged violation, misinterpretation, or misapplication and therefore, will make

a claim as a "grievant." The Association is the "grievant" when Association rights have been allegedly violated. A grievance which affects two or more aggrieved bargaining unit members may be initiated by the affected members or may be processed as an Association grievance, but not both.

B. **Purpose**

1. The purpose of this procedure is to secure and document, at the lowest possible administrative Level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any Level of the procedure, subject to procedural compliance.

2. Nothing contained herein will be construed as limiting the right of any aggrieved bargaining unit member having a grievance or other concern to discuss the matter informally with any appropriate member of the administration and/or have the matter adjusted, without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. **Procedure**

The parties recognize that it is important for grievances to be processed as rapidly as possible. Consequently, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. Time limits may be extended only by written (or electronic) mutual agreement by the parties. In the event that prescribed action is not taken by the aggrieved bargaining unit member or the Association within the grievance time limits specified herein, the grievance will be deemed settled and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. Any aggrieved bargaining unit member shall have the right to Association representation at all Levels of the grievance procedure. The grievance form shall be made available to members by the College's Human Resources Department and/or the Association.

1. Level One: Informal Discussion and Written Grievance

a. Individual Member Grievances

1) An aggrieved bargaining unit member shall discuss the matter giving rise to the grievance with their supervisor within 21 calendar days of the event giving rise to the grievance with the objective of resolving the matter informally and may request an Association Representative to attend.

2) If the aggrieved bargaining unit member is unsatisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved bargaining unit member shall file a written grievance setting forth the detailed facts and the specific provision or

provisions of the Agreement alleged to have been violated and stating the settlement desired.

3) The aggrieved bargaining unit member is encouraged to consult with an Association Representative prior to writing and submitting the grievance.

4) The written grievance must be delivered to the grievant's supervisor, and copies delivered to the College Human Resources Department and the Association offices within 28 calendar days of the event giving rise to the grievance.

b. Association Grievances

Matters involving Association grievances will be discussed with the appropriate administrative official as designated by the College's Executive Director of Human Resources in an attempt to resolve the matter informally. If the matter is not resolved informally and the Association desires to further pursue the matter, the Association must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired) within 28 calendar days of the event giving rise to the grievance. The Association grievance must be delivered to the supervising Dean or other administrative official as designated by the College's Executive Director of Human Resources and a copy delivered to the College Human Resources Department.

c. Level One: Written Disposition

Within 14 calendar days of delivering the written grievance, the grievant and/or an Association representative will arrange to meet with the grievant's supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) in an effort to resolve the issue. The supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or an Association representative within 14 calendar days after such meeting.

2. Level Two: Human Resources Review

a. Association Request for Review

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has been rendered in the time allowed, the grievant

or the Association may advance the grievance by delivering a written appeal to the College's Executive Director of Human Resources or the Executive Director's designee within 14 calendar days after the written disposition is issued, or if no written disposition is timely issued, within 14 days after the due date for the written disposition. The written appeal shall contain a brief explanation of the reason(s) for rejecting the disposition, and any change in the settlement proposed, and shall be signed by the aggrieved employee(s) and the Association representative.

b. Human Resources Written Answer

Within 14 calendar days after delivery of the written appeal, the grievant or an Association representative will arrange to meet with the Executive Director of Human Resources or their designee to discuss the disputed issue(s) in the grievance. Absent agreement for a longer period, the meeting shall be held within 14 calendar days after delivery of the written appeal. The Association and the College may each have up to three additional people present to participate in the discussion. Within 14 calendar days from the date of the Level Two meeting the Executive Director of Human Resources or designee will reply with a written answer to the appeal.

3. Level Three: Voluntary Mediation

If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within 14calendar days of the Level Two answer. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association and the College.

4. Level Four: Arbitration

a. Association Request for Arbitration

If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the Michigan Employment Relations Commission, the Federal Mediation and Conciliation Service or the American Arbitration Association and delivering a copy of the request to the College's Human Resources Department within 28 calendar days after either (1) the mediation date or (2) the date the parties elected to forego mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

b. Arbitrator Selection

An arbitrator shall be selected by mutual agreement of the parties, when possible, otherwise by each party alternately striking a name from the panel provided by the applicable agency, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the applicable agency is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is cancelled, the cancelling party shall pay the cancellation costs unless there is agreement to share the costs.

c. Powers of Arbitrator

The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written; and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall have no power or authority to change any classification wage rates, workloads or performance standards, but may otherwise rule on grievances involving such matters.

d. Cooperation

The College and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.

e. Costs and Expenses

Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the parties. The compensation and expenses of the arbitrator shall be paid by the College if the grievance is granted in its entirety, shall be paid by the Association if the grievance is

denied in its entirety, and shall be shared equally by the parties if the grievance is granted in part and denied in part.

ARTICLE XXVI. AGREEMENT EFFECTUATION

A. **Supersedence**

This Agreement including all of its appendices shall supersede any rules, regulations or practices of the College, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-law provisions of the Association heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the College. All individual contracts with bargaining unit members are subject to the terms of this Agreement.

B. **Printed Copies**

Six hundred copies of this Agreement shall initially be printed by the College and provided to the Association for the purposes of distribution to those members who request a copy. Members are encouraged to view the contract on the College website and to only request copies if the copy will be utilized by the member. If, at any time during the duration of the Agreement, the Association requires additional copies for the purpose of distributing them to members, the College will print up to a maximum of 1200 copies.

C. **Emergency Manager Provision**

1. The provision set forth in Subsection 2 is included solely as a result of MCL 423.215(7) and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of 2012 PA 436, or of the appointment or actions of any Emergency Manager, if one is ever appointed. The parties agree that, as of the date of ratification of this Agreement, the provisions of the Local Financial Stability and Choice Act, 2012 PA 436, do not apply to community colleges.

2. An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify, or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice Acct, 2012 PA 436, MCL 141.1541 to 141.1575.

D. **Legality of Provisions**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application

shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII. DECLARATION OF GOOD FAITH

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

A. **Continuous and Uninterrupted Operation**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a bargaining unit member from their position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the member's duties of employment) for any purpose whatsoever, and the College shall not lock out any members of the bargaining unit for any reason.

B. **Reprisals**

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

C. **Violation**

Neither party will support the action of any member or employee taken in violation of this Article.

D. **Just Cause**

Violation of this Article by any member or group of members will constitute just cause for discharge and/or the imposition of discipline or penalties.

E. **Injunctive Relief and Damages**

Either party will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the other in the event of violation of this Article.

Article XXX. Duration of Agreement

This Agreement shall be effective as of August 16, 12024, and shall continue until 11:59 p.m. August 11, 2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES		ASSOCIATION	
Angela Matthews 6-17-24		Eva Menefee 8/22/24	
Chairperson	Date	President	Date
Leonita Thomas 06-17-24		8/22/24	
Secretary	Date	MEA UniServ Director	Date

APPENDIX A – ACADEMIC CALENDARS

2024-2025 Academic Calendar

Fall Semester 2024

Description	Number of Days	Dates
Prep Days	3	Monday, August 12 – Wednesday, August 14
Classes Begin and End	80	Thursday, August 15 – Monday, December 9
Grading Day	1	Tuesday, December 10
Fall Semester Total	84	

Spring Semester 2025

Description	Number of Days	Dates
Prep Days	3	Monday, Tuesday and Friday, Jan. 6-7 and 10
Professional Activity Days	2	Wednesday and Thursday, January 8-9
Classes Begin and End	80	Monday, January 13 – Monday, May 12
Spring Break – No Classes		Monday, March 10 – Sunday, March 14
Grading Day	1	Tuesday, May 13
Professional Activity Days	2	Wednesday and Thursday, May 14 and 15
Graduation Day	1	Thursday or Friday, May 15 or 16
Spring Semester Total	89	

Summer Semester 2025

Description	Number of Days	Dates
Classes Begin and End	Variable**	Monday, May 19 – Tuesday, August 12, 2025
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled:
Labor Day – September 2, 2024
Thanksgiving – November 28 – December 1, 2024
Martin Luther King, Jr. Day – January 20, 2025
Memorial Day Weekend – May 24-26, 2025
Juneteenth – June 19, 2025
Independence Day – July 4-6, 2025

*Graduation Day may change, subject to the availability of the facility.

**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.
***Summer grading day is two weekdays after the last day of class for classes that do not end on (Summer end date).

2025-2026 Academic Calendar

Fall Semester 2025

Description	Number of Days	Dates
Prep Days	3	Monday, August 18 – Wednesday, August 20
Classes Begin and End	80	Thursday, August 21 – Monday, December 15
Grading Day	1	Tuesday, December 16
Fall Semester Total	84	

Spring Semester 2026

Description	Number of Days	Dates
Prep Days	3	Monday, Tuesday, Friday, January 5, 6 and 9
Professional Activity Days	2	Wednesday, January 7 – Thursday, January 8
Classes Begin and End	80	Monday, January 12 – Monday, May 11
Spring Break – No Classes		Monday, March 9 – Sunday, March 15
Grading Day	1	Tuesday, May 12
Professional Activity Days	2	Wednesday, May 13 – Thursday, May 14
Graduation Day	1	Thursday or Friday, May 14 or 15
Spring Semester Total	89	

Summer Semester 2026

Description	Number of Days	Dates
Classes Begin and End	Variable**	Monday, May 18 – Tuesday, August 11, 2026
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled:
Labor Day – September 1, 2025
Thanksgiving – November 27-30, 2025
Martin Luther King, Jr. Day – January 19, 2026
Memorial Day Weekend – May 23-25, 2026
Juneteenth – June 19, 2026
Independence Day – July 3-5, 2026

*Graduation Day may change, subject to the availability of the facility.

**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.

***Summer grading day is two weekdays after the last day of class for classes that do not end on (Summer end date).

2026-2027 Academic Calendar

Fall Semester 2026

Description	Number of Days	Dates
Prep Days	3	Monday, August 17–Wednesday, August 19
Classes Begin and End	80	Thursday, August 20 – Monday, December 14
Grading Day	1	Tuesday, December 15
Fall Semester Total	84	

Spring Semester 2027

Description	Number of Days	Dates
Prep Days	3	Monday, Tuesday, Friday, January 4, 5 and 8
Professional Activity Days	2	Wednesday, January 6 – Thursday, January 7
Classes Begin and End	80	Monday, January 11 – Monday, May 10
Spring Break – No Classes		Monday, March 8 – Sunday, March 14
Grading Day	1	Tuesday, May 11
Professional Activity Days	2	Wednesday, May 12 – Thursday, May 13
Graduation Day	1	Thursday or Friday, May 13 or 14
Spring Semester Total	89	

Summer Semester 2027

Description	Number of Days	Dates
Classes Begin and End	Variable**	Monday, May 17 – August 9
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled
Labor Day – September 7, 2026
Thanksgiving – November 26-29, 2026
Martin Luther King, Jr. Day – January 18, 2027
Memorial Day Weekend – May 29-31, 2027
Juneteenth – June 18-20, 2027
Independence Day – July 3-5, 2027

*Graduation Day may change, subject to the availability of the facility.
**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.
***Summer grading day is two weekdays after the last day of class for classes that do not end on August 10th.

2027-2028 Academic Calendar

Fall Semester 2027

Description	Number of Days	Dates
Prep Days	3	Monday, August 16 – Wednesday, August 18
Classes Begin and End	80	Thursday, August 19 – Monday, December 13
Grading Day	1	Tuesday, December 14
Fall Semester Total	84	

Spring Semester 2028

Description	Number of Days	Dates
Prep Days	3	Monday, Tuesday, Friday, January 3, 4 and 7
Professional Activity Days	2	Wednesday, January 5 – Thursday, January 6
Classes Begin and End	80	Monday, January 10 – Monday, May 8
Spring Break – No Classes		Monday, March 6 – Sunday, March 12
Grading Day	1	Tuesday, May 9
Professional Activity Days	2	Wednesday, May 10 – Thursday, May 11
Graduation Day	1	Thursday or Friday, May 11 or 12
Spring Semester Total	89	

Summer Semester 2028

Description	Number of Days	Dates
Classes Begin and End	Variable**	Monday, May 15 – Tuesday, August 8
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled
Labor Day – September 6, 2027
Thanksgiving – November 25-28, 2027
Martin Luther King, Jr. Day – January 17, 2028
Memorial Day Weekend – May 27-29, 2028
Juneteenth – June 17-19, 2028
Independence Day – July 4, 2028

*Graduation Day may change, subject to the availability of the facility.
**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.
***Summer grading day is two weekdays after the last day of class for classes that do not end on August 10th.

2028-2029 Academic Calendar

Fall Semester 2028

Description	Number of Days	Dates
Prep Days	3	Monday, August 14 – Wednesday, August 16
Classes Begin and End	80	Thursday, August 17 – Monday, December 11
Grading Day	1	Tuesday, December 12
Fall Semester Total	84	

Spring Semester 2029

Description	Number of Days	Dates
Prep Days	3	Tuesday, January 2 – Thursday, January 4
Professional Activity Days	1	Friday, January 5
Classes Begin and End	80	Monday, January 8 – Monday, May 7
Spring Break – No Classes		Monday, March 5 – Sunday, March 11
Grading Day	1	Tuesday, May 8
Professional Activity Days	3	Wednesday, May 9 – Friday, May 11
Graduation Day	1	Thursday, May 10 or Friday, May 11
Spring Semester Total	89	

Summer Semester 2029

Description	Number of Days	Dates
Classes Begin and End	Variable**	Monday, May 14 – Wednesday, August 8
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled:
Labor Day – September 4, 2028
Thanksgiving – November 23-26, 2028
Martin Luther King, Jr. Day – January 15, 2029
Memorial Day Weekend – May 26-28, 2029
Juneteenth – June 19, 2029
Independence Day – July 4, 2029

*Graduation Day may change, subject to the availability of the facility.
**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.
***Summer grading day is two weekdays after the last day of class for classes that do not end on August 8th.

2029-2030 Academic Calendar

Fall Semester 2029

Description	Number of Days	Dates
Prep Days	3	Monday, August 13 – Wednesday, August 15
Classes Begin and End	80	Thursday, August 16 – Monday, December 10
Grading Day	1	Tuesday, December 11
Fall Semester Total	84	

Spring Semester 2030

Description	Number of Days	Dates
Prep Days	3	Wednesday, January 2- Friday, January 4
Classes Begin and End	80	Monday, January 7 – Monday, May 6
Spring Break –No Classes		Monday, March 4 – Sunday, March 10
Grading Day	1	Tuesday, May 7
Professional Activity Days	3	Wednesday, May 8 – Friday, May 10
Graduation Day	1	Thursday, May 9 or Friday, May 10
Spring Semester Total	88	

Summer Semester 2030

Description	Number of Days	Dates
Classes Begin and End	Variable**	Wednesday, May 15 – Thursday, August 8
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled:
Labor Day – September 3, 2029
Thanksgiving – November 22-25, 2029
Martin Luther King, Jr. Day – January 21, 2030
Memorial Day Weekend – May 25-27, 2030
Juneteenth – June 19, 2030
Independence Day – July 4, 2030

*Graduation Day may change, subject to the availability of the facility.
**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.
***Summer grading day is two weekdays after the last day of class for classes that do not end on August 8th.

2030-2031 Academic Calendar

Fall Semester 2030

Description	Number of Days	Dates
Prep Days	3	Monday, August 12 – Wednesday, August 14
Classes Begin and End	80	Thursday, August 15 – Monday, December 9
Grading Day	1	Tuesday, December 10
Fall Semester Total	84	

Spring Semester 2031

Description	Number of Days	Dates
Prep Days	3	Thursday, January 2, Friday, January 3, and Monday, January 6
Professional Activity Days	4	Tuesday, January 7 – Friday, January 10
Classes Begin and End	80	Monday, January 13 – Monday, May 12
Spring Break – No Classes		Monday, March 10 – Sunday, March 16
Grading Day	1	Tuesday, May 13
Graduation Day	1	Thursday, May 15 or Friday, May 16
Spring Semester Total	89	

Summer Semester 2031

Description	Number of Days	Dates
Classes Begin and End	Variable**	Monday, May 19 – Monday, August 11
Grading Day	1	***
Summer Semester Total	Variable**	

Days bargaining unit members will not be scheduled:
Labor Day – September 2, 2030
Thanksgiving – November 28- December 1, 2030
Martin Luther King, Jr. Day – January 20, 2031
Memorial Day Weekend – May 24-26, 2031
Juneteenth – June 19, 2031
Independence Day – July 4, 2031

*Graduation Day may change, subject to the availability of the facility.
**Begin and end dates will vary to facilitate classes of 6 and 8 weeks or other lengths.
***Summer grading day is two weekdays after the last day of class for classes that do not end on August 11th.

APPENDIX B – FULL TIME ACADEMIC PROFESSIONAL WORK CALENDAR

2024-2025 FT Academic Professional Work Calendar

August 2024

19	20	21	22	23
26	27	28	29	30

Days Available 10/10
Days Worked _____
Cumulative _____

September 2024

©	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Days Available 20/30
Days Worked _____
Cumulative _____

October 2024

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Days Available 23/53
Days Worked _____
Cumulative _____

November 2024

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	©	©

Days Available 19/72
Days Worked _____
Cumulative _____

December 2024

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
©	©	©	©	©

Days Available 15/87
Days Worked _____
Cumulative _____

January 2025

©	©	©	2	3
6	7	8	9	10
13	14	15	16	17
©	21	22	23	24
27	28	29	30	31

Days Available 21/108
Days Worked _____
Cumulative _____

February 2025

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Days Available 20/128
Days Worked _____
Cumulative _____

March 2025

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Days Available 21/149
Days Worked _____
Cumulative _____

April 2025

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Days Available 22/171
Days Worked _____
Cumulative _____

May 2025

			1	2	
5	6	7	8	9	
12	13	14	15	16	G
19	20	21	22	23	
©	27	28	29	30	

Days Available 22/193
Days Worked _____
Cumulative _____

June 2025

2	3	4	5	6
9	10	11	12	13
16	17	18	©	20
23	24	25	26	27
30				

Days Available 20/213
Days Worked _____
Cumulative _____

July 2025

	1	2	3	©
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Days Available 22/235
Days Worked _____
Cumulative _____

August 2025

				1
4	5	6	7	8
11	12	13	14	15

Days Available 11/246
Days Worked _____
Cumulative _____

Total Days Available 246
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 16 (blue)

Spring Break: March 10-14

Revised 1/11/2022

2025-2026 FT Academic Professional Work Calendar

August 2025

18	19	20	21	22
25	26	27	28	29

Days Available 10/10
Days Worked _____
Cumulative _____

September 2025

©	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Days Available 21/31
Days Worked _____
Cumulative _____

October 2025

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Days Available 23/54
Days Worked _____
Cumulative _____

November 2025

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	©	©

Days Available 18/72
Days Worked _____
Cumulative _____

December 2025

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	©	©	©
©	©	©		

Days Available 17/89
Days Worked _____
Cumulative _____

January 2026

			©	2
5	6	7	8	9
12	13	14	15	16
©	20	21	22	23
26	27	28	29	30

Days Available 20/109
Days Worked _____
Cumulative _____

February 2026

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

Days Available 20/129
Days Worked _____
Cumulative _____

March 2026

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Days Available 22/151
Days Worked _____
Cumulative _____

April 2026

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Days Available 22/173
Days Worked _____
Cumulative _____

May 2026

				1	
4	5	6	7	8	
11	12	13	14	15	G
18	19	20	21	22	
©	26	27	28	29	

Days Available 21/194
Days Worked _____
Cumulative _____

June 2026

1	2	3	4	5
8	9	10	11	12
15	16	17	18	©
22	23	24	25	26
29	30			

Days Available 21/215
Days Worked _____
Cumulative _____

July 2026

		1	2	©
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Days Available 22/237
Days Worked _____
Cumulative _____

August 2026

3	4	5	6	7
10	11	12	13	14

Days Available 10/247
Days Worked _____
Cumulative _____

Total Days Available 247
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 15 (blue)

Spring Break: March 9-13

Revised 5/18/2021

2026-2027 FT Academic Professional Work Calendar

August 2026

17	18	19	20	21
24	25	26	27	28
31				

Days Available 11/11
Days Worked ____
Cumulative ____

September 2026

	1	2	3	4
©	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Days Available 21/32
Days Worked ____
Cumulative ____

October 2026

			1	2
5	6	7	8	9
12	13	14	15	17
19	20	21	22	23
26	27	28	29	30

Days Available 22/54
Days Worked ____
Cumulative ____

November 2026

2	3	4	5	6
9	10	11	12	13
16	18	18	19	20
23	24	25	©	©
30				

Days Available 19/73
Days Worked ____
Cumulative ____

December 2026

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	©	©
©	©	©	©	

Days Available 17/90
Days Worked ____
Cumulative ____

January 2027

				©
4	5	6	7	8
11	12	13	14	16
©	19	20	21	22
25	26	27	28	29

Days Available 19/109
Days Worked ____
Cumulative ____

February 2027

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

Days Available 20/129
Days Worked ____
Cumulative ____

March 2027

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Days Available 23/152
Days Worked ____
Cumulative ____

April 2027

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Days Available 22/174
Days Worked ____
Cumulative ____

May 2027

3	4	5	6	7	
10	11	12	13	14	G
17	18	19	20	21	
24	25	26	27	28	
©					

Days Available 21/195
Days Worked ____
Cumulative ____

June 2027

	1	2	3	4
7	8	9	10	11
14	15	16	17	©
21	22	23	24	25
28	29	30		

Days Available 21/216
Days Worked ____
Cumulative ____

July 2027

		1	2	©
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Days Available 22/238
Days Worked ____
Cumulative ____

August 2027

2	3	4	5	6
9	10	11	12	13

Days Available 10/248
Days Worked ____
Cumulative ____

Total Days Available 248
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 13 (blue)

Spring Break: March 8-12

Revised 9/3/2024

2027-2028 FT Academic Professional Work Calendar

August 2027

16	17	18	19	20
23	24	25	26	27
30	31			

Days Available 12/12
Days Worked ____
Cumulative ____

September 2027

		1	2	3
©	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Days Available 21/32
Days Worked ____
Cumulative ____

October 2027

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Days Available 21/53
Days Worked ____
Cumulative ____

November 2027

1	2	3	4	5
8	9	10	11	12
15	16	17	18	9
22	23	24	©	©
29	30			

Days Available 20/73
Days Worked ____
Cumulative ____

December 2027

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	©
©	©	©	©	©

Days Available 17/90
Days Worked ____
Cumulative ____

January 2028

3	4	5	6	7
10	11	12	13	14
©	18	19	20	21
24	25	26	27	28
31				

Days Available 20/110
Days Worked ____
Cumulative ____

February 2028

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

Days Available 21/131
Days Worked ____
Cumulative ____

March 2028

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Days Available 23/154
Days Worked ____
Cumulative ____

April 2028

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Days Available 20/174
Days Worked ____
Cumulative ____

May 2028

1	2	3	4	5	
8	9	10	11	12	G
15	16	17	18	19	
22	23	24	25	26	
©	30	31			

Days Available 23/197
Days Worked ____
Cumulative ____

June 2028

			1	2
5	6	7	8	9
12	13	14	15	16
©	20	21	22	23
26	27	28	29	30

Days Available 21/218
Days Worked ____
Cumulative ____

July 2028

3	©	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Days Available 20/238
Days Worked ____
Cumulative ____

August 2028

	1	2	3	4
7	8	9	10	11

Days Available 9/247
Days Worked ____
Cumulative ____

Total Days Available 247
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 11 (blue)

Spring Break: March 6-10

Revised 9/3/2024

2028-2029 FT Academic Professional Work Calendar

August 2028

14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Days Available 14/14
Days Worked ____
Cumulative ____

September 2028

			1	2
©	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Days Available 21/35
Days Worked ____
Cumulative ____

October 2028

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Days Available 22/57
Days Worked ____
Cumulative ____

November 2028

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	©	©
27	28	29	30	

Days Available 20/77
Days Worked ____
Cumulative ____

December 2028

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
©	©	©	©	©

Days Available 16/93
Days Worked ____
Cumulative ____

January 2029

©	2	3	4	5
8	9	10	11	12
©	16	17	18	19
22	23	24	25	26
29	30	31		

Days Available 21/114
Days Worked ____
Cumulative ____

February 2029

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

Days Available 20/134
Days Worked ____
Cumulative ____

March 2029

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Days Available 22/156
Days Worked ____
Cumulative ____

April 2029

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Days Available 21/177
Days Worked ____
Cumulative ____

May 2029

	1	2	3	4	
7	8	9	10	11	G
14	15	16	17	18	
21	22	23	24	25	
©	29	30	31		

Days Available 23/200
Days Worked ____
Cumulative ____

June 2029

				1
4	5	6	7	8
11	12	13	14	15
18	©	20	21	22
25	26	27	28	29

Days Available 20/220
Days Worked ____
Cumulative ____

July 2029

2	3	©	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Days Available 20/240
Days Worked ____
Cumulative ____

August 2029

		1	2	3
6	7	8	9	10

Days Available 8/248
Days Worked ____
Cumulative ____

Total Days Available 248
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 10 (blue)

Spring Break: March 5-11

Revised 8/8/2024

2029-2030 FT Academic Professional Work Calendar

August 2029

13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Days Available 15/15
Days Worked ____
Cumulative ____

September 2029

©	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Days Available 19/34
Days Worked ____
Cumulative ____

October 2029

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Days Available 23/57
Days Worked ____
Cumulative ____

November 2029

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	©	©
26	27	28	29	30

Days Available 20/77
Days Worked ____
Cumulative ____

December 2029

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
©	©	©	©	©
©				

Days Available 15/92
Days Worked ____
Cumulative ____

January 2030

	©	2	3	4
7	8	9	10	11
14	15	16	17	18
©	22	23	24	25
28	29	30	31	

Days Available 21/113
Days Worked ____
Cumulative ____

February 2030

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

Days Available 20/133
Days Worked ____
Cumulative ____

March 2030

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Days Available 21/154
Days Worked ____
Cumulative ____

April 2030

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Days Available 22/176
Days Worked ____
Cumulative ____

May 2030

		1	2	3	
6	7	8	9	10	G
13	14	15	16	17	
20	21	22	23	24	
©	28	29	30	31	

Days Available 23/199
Days Worked ____
Cumulative ____

June 2030

3	4	5	6	7
10	11	12	13	14
17	18	©	20	21
24	25	26	27	28

Days Available 19/218
Days Worked ____
Cumulative ____

July 2030

1	2	3	©	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Days Available 22/240
Days Worked ____
Cumulative ____

August 2030

			1	2
5	6	7	8	9

Days Available 7/247
Days Worked ____
Cumulative ____

Total Days Available 247
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 9 (blue)

Spring Break: March 4-8

Revised 9/3/2024

2030-2031 FT Academic Professional Work Calendar

August 2030

12	13	14	15	16
19	20	21	22	23
26	27	28	28	30

Days Available 15/15
Days Worked ____
Cumulative ____

September 2030

©	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Days Available 20/35
Days Worked ____
Cumulative ____

October 2030

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Days Available 23/58
Days Worked ____
Cumulative ____

November 2030

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	©	©

Days Available 19/77
Days Worked ____
Cumulative ____

December 2030

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	©	©	©	©
©	©			

Days Available 16/93
Days Worked ____
Cumulative ____

January 2031

		©	2	3
6	7	8	9	10
13	14	15	16	17
©	21	22	23	24
27	28	29	30	31

Days Available 21/114
Days Worked ____
Cumulative ____

February 2031

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Days Available 20/134
Days Worked ____
Cumulative ____

March 2031

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Days Available 21/155
Days Worked ____
Cumulative ____

April 2031

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Days Available 22/177
Days Worked ____
Cumulative ____

May 2031

			1	2	
5	6	7	8	9	
12	13	14	15	16	G
19	20	21	22	23	
©	27	28	29	30	

Days Available 22/199
Days Worked ____
Cumulative ____

June 2031

2	3	4	5	6
9	10	11	12	13
16	17	18	©	20
23	24	25	26	27
30				

Days Available 20/219
Days Worked ____
Cumulative ____

July 2031

	1	2	3	©
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Days Available 22/241
Days Worked ____
Cumulative ____

August 2031

				1
4	5	6	7	8
11	12	13	14	15

Days Available 11/252
Days Worked ____
Cumulative ____

Total Days Available 252
Total Days Worked 173 or 215

0 -- Non-Work Days
X -- Sick or Personal Leave
-- Critical Family Illness/Bereavement
© -- LCC Closed – Days MAHE Bargaining Unit Members will not be scheduled

Graduation: May 15 (blue)

Spring Break: March 10-14

Revised 9/3/2024

APPENDIX C – FULL-TIME COMPENSATION SCHEDULES

APPENDIX C-1
2024-2025

FULL-TIME 34.6 WEEK TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time 34.6-week Teaching Faculty:

2024-25	HS	AD	BD	MD	MD2	P
1	$ 52,093	$ 55,903	$ 59,714	$ 63,527	$ 64,799	$ 66,094
2	$ 53,513	$ 57,426	$ 61,342	$ 65,259	$ 66,566	$ 67,896
3	$ 54,934	$ 58,951	$ 62,971	$ 66,991	$ 68,333	$ 69,698
4	$ 56,353	$ 60,474	$ 64,599	$ 68,722	$ 70,100	$ 71,500
5	$ 57,774	$ 61,998	$ 66,226	$ 70,454	$ 71,868	$ 73,302
6	$ 59,193	$ 63,523	$ 67,854	$ 72,186	$ 73,635	$ 75,104
7	$ 60,613	$ 65,046	$ 69,482	$ 73,918	$ 75,402	$ 76,905
8	$ 62,032	$ 66,570	$ 71,110	$ 75,649	$ 77,169	$ 78,708
9	$ 63,453	$ 68,093	$ 72,738	$ 77,381	$ 78,935	$ 80,510
10	$ 64,873	$ 69,618	$ 74,366	$ 79,114	$ 80,702	$ 82,312
11	$ 66,294	$ 71,142	$ 75,993	$ 80,846	$ 82,469	$ 84,113
12	$ 67,714	$ 72,665	$ 77,621	$ 82,578	$ 84,236	$ 85,916
13	$ 69,135	$ 74,190	$ 79,250	$ 84,309	$ 86,003	$ 87,718
14			$ 80,877	$ 86,041	$ 87,770	$ 89,519
15			$ 82,505	$ 87,773	$ 89,537	$ 91,321
16			$ 84,133	$ 89,505	$ 91,304	$ 93,124
17			$ 85,760	$ 91,237	$ 93,071	$ 94,926
18			$ 87,389	$ 92,968	$ 94,838	$ 96,727
19			$ 89,017	$ 94,700	$ 96,606	$ 98,529
20			$ 90,645	$ 96,433	$ 98,371	$ 100,332
21			$ 92,272	$ 98,165	$ 100,138	$ 102,134
22			$ 93,934	$ 99,932	$ 101,941	$ 103,972
23			$ 95,624	$ 101,730	$ 103,776	$ 105,843
24			$ 97,346	$ 103,562	$ 105,644	$ 107,749
25			$ 99,097	$ 105,426	$ 107,545	$ 109,688

The parties agree that all Teaching Faculty are encouraged to lead by example and, if not already achieved, complete a Bachelor or higher-level degree(s) related to their field from an accredited College or University. Full-time Teaching Faculty who are on the HS or AD Level will not advance beyond Step 13 of those scales. Those full-time Teaching Faculty on the HS or AD Levelwhose salary already exceeds Step 13 on the scale will be red circled until they achieve BD Levelor higher.

At the beginning of the 2024-2025 Academic Year, all full-time Teaching Faculty who are not red circled or at the top of the scale will advance one step, except that Assistant Professors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2025-2026

FULL-TIME 34.6 WEEK TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 34.6-week Teaching Faculty:

2025-26	HS	AD	BD	MD	MD2	P
1	$ 52,807	$ 56,669	$ 60,532	$ 64,397	$ 65,687	$ 66,999
2	$ 54,246	$ 58,213	$ 62,182	$ 66,153	$ 67,478	$ 68,826
3	$ 55,687	$ 59,759	$ 63,834	$ 67,909	$ 69,269	$ 70,653
4	$ 57,125	$ 61,302	$ 65,484	$ 69,663	$ 71,060	$ 72,480
5	$ 58,566	$ 62,847	$ 67,133	$ 71,419	$ 72,853	$ 74,306
6	$ 60,004	$ 64,393	$ 68,784	$ 73,175	$ 74,644	$ 76,133
7	$ 61,443	$ 65,937	$ 70,434	$ 74,931	$ 76,435	$ 77,959
8	$ 62,882	$ 67,482	$ 72,084	$ 76,685	$ 78,226	$ 79,786
9	$ 64,322	$ 69,026	$ 73,735	$ 78,441	$ 80,016	$ 81,613
10	$ 65,762	$ 70,572	$ 75,385	$ 80,198	$ 81,808	$ 83,440
11	$ 67,202	$ 72,117	$ 77,034	$ 81,954	$ 83,599	$ 85,265
12	$ 68,642	$ 73,661	$ 78,684	$ 83,709	$ 85,390	$ 87,093
13	$ 70,082	$ 75,206	$ 80,336	$ 85,464	$ 87,181	$ 88,920
14			$ 81,985	$ 87,220	$ 88,972	$ 90,745
15			$ 83,635	$ 88,975	$ 90,764	$ 92,572
16			$ 85,286	$ 90,731	$ 92,555	$ 94,400
17			$ 86,935	$ 92,487	$ 94,346	$ 96,226
18			$ 88,586	$ 94,242	$ 96,137	$ 98,052
19			$ 90,237	$ 95,997	$ 97,930	$ 99,879
20			$ 91,887	$ 97,754	$ 99,719	$ 101,707
21			$ 93,536	$ 99,510	$ 101,510	$ 103,533
22			$ 95,221	$ 101,301	$ 103,338	$ 105,396
23			$ 96,934	$ 103,124	$ 105,198	$ 107,293
24			$ 98,680	$ 104,981	$ 107,091	$ 109,225
25			$ 100,455	$ 106,870	$ 109,018	$ 111,191

At the beginning of the 2025-2026 Academic Year, all full-time Teaching Faculty who are not red circled or at the top of the scale will advance one step, except that Assistant Professors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 34.6 WEEK TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 34.6-week Teaching Faculty:

2026-27	HS	AD	BD	MD	MD2	P
1	$ 53,530	$ 57,445	$ 61,361	$ 65,279	$ 66,587	$ 67,917
2	$ 54,989	$ 59,011	$ 63,034	$ 67,059	$ 68,402	$ 69,769
3	$ 56,450	$ 60,578	$ 64,709	$ 68,839	$ 70,218	$ 71,621
4	$ 57,908	$ 62,142	$ 66,381	$ 70,617	$ 72,034	$ 73,473
5	$ 59,368	$ 63,708	$ 68,053	$ 72,397	$ 73,851	$ 75,324
6	$ 60,826	$ 65,275	$ 69,726	$ 74,177	$ 75,667	$ 77,176
7	$ 62,285	$ 66,840	$ 71,399	$ 75,958	$ 77,482	$ 79,027
8	$ 63,743	$ 68,407	$ 73,072	$ 77,736	$ 79,298	$ 80,879
9	$ 65,203	$ 69,972	$ 74,745	$ 79,516	$ 81,112	$ 82,731
10	$ 66,663	$ 71,539	$ 76,418	$ 81,297	$ 82,929	$ 84,583
11	$ 68,123	$ 73,105	$ 78,089	$ 83,077	$ 84,744	$ 86,433
12	$ 69,582	$ 74,670	$ 79,762	$ 84,856	$ 86,560	$ 88,286
13	$ 71,042	$ 76,236	$ 81,437	$ 86,635	$ 88,375	$ 90,138
14			$ 83,108	$ 88,415	$ 90,191	$ 91,988
15			$ 84,781	$ 90,194	$ 92,007	$ 93,840
16			$ 86,454	$ 91,974	$ 93,823	$ 95,693
17			$ 88,126	$ 93,754	$ 95,639	$ 97,544
18			$ 89,800	$ 95,533	$ 97,454	$ 99,395
19			$ 91,473	$ 97,312	$ 99,272	$101,247
20			$ 93,146	$ 99,093	$101,085	$103,100
21			$ 94,817	$100,873	$102,901	$104,951
22			$ 96,526	$102,689	$104,754	$106,840
23			$ 98,262	$104,537	$106,639	$108,763
24			$100,032	$106,419	$108,558	$110,721
25			$101,831	$108,334	$110,512	$112,714

At the beginning of the 2026-2027 Academic Year, all full-time Teaching Faculty who are not red circled or at the top of the scale will advance one step, except that Assistant Professors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-2

2024-2025

FULL-TIME 43-WEEK LAB INSTRUCTOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time Lab Instructors:

2024-25	43WK
1	$ 55,041
2	$ 56,725
3	$ 58,410
4	$ 60,094
5	$ 61,778
6	$ 63,463
7	$ 65,147
8	$ 66,832
9	$ 68,516
10	$ 70,199
11	$ 71,884
12	$ 73,568
13	$ 75,252
14	$ 76,937
15	$ 78,621
16	$ 80,304
17	$ 81,990
18	$ 83,673
19	$ 85,358
20	$ 87,042

At the beginning of the 2024-2025 Academic Year, all full-time Lab Instructors who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME 43 WEEK LAB INSTRUCTOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 43-week Lab Instructors:

2025-26	43WK
1	$ 55,624
2	$ 57,326
3	$ 59,029
4	$ 60,731
5	$ 62,433
6	$ 64,136
7	$ 65,838
8	$ 67,540
9	$ 69,242
10	$ 70,943
11	$ 72,646
12	$ 74,348
13	$ 76,050
14	$ 77,753
15	$ 79,454
16	$ 81,155
17	$ 82,859
18	$ 84,560
19	$ 86,263
20	$ 87,965

Effective at the beginning of the 2025-2026 Academic Year, full-time Lab Instructors who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Lab Instructors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 43-WEEK LAB INSTRUCTOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 43-week Lab Instructors:

2026-27	43WK
1	$ 56,214
2	$ 57,934
3	$ 59,655
4	$ 61,375
5	$ 63,095
6	$ 64,816
7	$ 66,536
8	$ 68,256
9	$ 69,976
10	$ 71,695
11	$ 73,416
12	$ 75,136
13	$ 76,856
14	$ 78,577
15	$ 80,296
16	$ 82,015
17	$ 83,737
18	$ 85,456
19	$ 87,177
20	$ 88,897

Effective at the beginning of the 2026-2027 Academic Year, full-time Lab Instructors who are not red circled or at the top of the scale will advance one Step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Lab Instructors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-3

2024-2025

FULL-TIME 43-WEEK LAB ASSISTANT SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time Lab Assistants:

2024-25	HS	AD	BD	MD
1	$ 42,125	$ 45,208	$ 48,290	$ 51,372
2	$ 43,414	$ 46,591	$ 49,766	$ 52,944
3	$ 44,704	$ 47,974	$ 51,244	$ 54,516
4	$ 45,992	$ 49,357	$ 52,722	$ 56,087
5	$ 47,281	$ 50,739	$ 54,200	$ 57,660
6	$ 48,571	$ 52,124	$ 55,677	$ 59,232
7	$ 49,860	$ 53,507	$ 57,155	$ 60,804
8	$ 51,148	$ 54,889	$ 58,632	$ 62,375
9	$ 52,438	$ 56,272	$ 60,110	$ 63,948
10	$ 53,727	$ 57,657	$ 61,587	$ 65,519
11	$ 55,015	$ 59,040	$ 63,065	$ 67,092
12	$ 56,303	$ 60,422	$ 64,543	$ 68,663
13	$ 57,593	$ 61,804	$ 66,021	$ 70,236
14			$ 67,497	$ 71,807
15			$ 68,975	$ 73,380
16			$ 70,453	$ 74,951
17			$ 71,930	$ 76,523
18			$ 73,408	$ 78,095
19			$ 74,886	$ 79,667
20			$ 76,363	$ 81,239

Full-time Lab Assistants on the HS or AD scale whose salary already exceeds Step 13 will be red circled. Lab Assistants will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

At the beginning of the 2024-2025 Academic Year, all full-time Lab Assistants who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME 43-WEEK LAB ASSISTANT SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 43-week Lab Assistants:

2025-26	HS	AD	BD	MD
1	$ 42,572	$ 45,687	$ 48,802	$ 51,917
2	$ 43,874	$ 47,085	$ 50,294	$ 53,505
3	$ 45,178	$ 48,483	$ 51,787	$ 55,094
4	$ 46,480	$ 49,880	$ 53,281	$ 56,682
5	$ 47,782	$ 51,277	$ 54,775	$ 58,271
6	$ 49,086	$ 52,677	$ 56,267	$ 59,860
7	$ 50,389	$ 54,074	$ 57,761	$ 61,449
8	$ 51,690	$ 55,471	$ 59,253	$ 63,036
9	$ 52,994	$ 56,868	$ 60,747	$ 64,626
10	$ 54,297	$ 58,268	$ 62,240	$ 66,214
11	$ 55,598	$ 59,666	$ 63,733	$ 67,803
12	$ 56,900	$ 61,062	$ 65,227	$ 69,391
13	$ 58,203	$ 62,459	$ 66,721	$ 70,981
14			$ 68,212	$ 72,568
15			$ 69,706	$ 74,158
16			$ 71,200	$ 75,745
17			$ 72,692	$ 77,334
18			$ 74,186	$ 78,923
19			$ 75,680	$ 80,511
20			$ 77,172	$ 82,100

Effective at the beginning of the 2025-2026 Academic Year, full-time Lab Assistants who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Lab Assistants will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 43-WEEK LAB ASSISTANT SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 43-week Lab Assistants:

2026-27	HS	AD	BD	MD
1	$ 43,023	$ 46,171	$ 49,319	$ 52,467
2	$ 44,339	$ 47,584	$ 50,827	$ 54,072
3	$ 45,657	$ 48,997	$ 52,336	$ 55,678
4	$ 46,973	$ 50,409	$ 53,846	$ 57,283
5	$ 48,288	$ 51,821	$ 55,356	$ 58,889
6	$ 49,606	$ 53,235	$ 56,863	$ 60,495
7	$ 50,923	$ 54,647	$ 58,373	$ 62,100
8	$ 52,238	$ 56,059	$ 59,881	$ 63,704
9	$ 53,556	$ 57,471	$ 61,391	$ 65,311
10	$ 54,873	$ 58,886	$ 62,900	$ 66,916
11	$ 56,187	$ 60,298	$ 64,409	$ 68,522
12	$ 57,503	$ 61,709	$ 65,918	$ 70,127
13	$ 58,820	$ 63,121	$ 67,428	$ 71,733
14			$ 68,935	$ 73,337
15			$ 70,445	$ 74,944
16			$ 71,955	$ 76,548
17			$ 73,463	$ 78,154
18			$ 74,972	$ 79,760
19			$ 76,482	$ 81,364
20			$ 77,990	$ 82,970

Effective at the beginning of the 2024-2025 Academic Year, full-time Lab Assistants who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Lab Assistants will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-4

2024-2025

FULL-TIME 43-WEEK PROFESSIONAL TUTOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time Professional Tutors:

2024-25	43WK
1	$ 55,041
2	$ 56,725
3	$ 58,410
4	$ 60,094
5	$ 61,778
6	$ 63,463
7	$ 65,147
8	$ 66,832
9	$ 68,516
10	$ 70,199
11	$ 71,884
12	$ 73,568
13	$ 75,252
14	$ 76,937
15	$ 78,621
16	$ 80,304
17	$ 81,990
18	$ 83,673
19	$ 85,358
20	$ 87,042

At the beginning of the 2024-2025 Academic Year, all full-time Professional Tutors who are not red circled or at the top of the scale will advance one step.

Probationary full-time Professional Tutors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2025-2026

FULL-TIME 43-WEEK PROFESSIONAL TUTOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 43-week Professional Tutors:

2025-26	43WK
1	$ 55,624
2	$ 57,326
3	$ 59,029
4	$ 60,731
5	$ 62,433
6	$ 64,136
7	$ 65,838
8	$ 67,540
9	$ 69,242
10	$ 70,943
11	$ 72,646
12	$ 74,348
13	$ 76,050
14	$ 77,753
15	$ 79,454
16	$ 81,155
17	$ 82,859
18	$ 84,560
19	$ 86,263
20	$ 87,965

Effective at the beginning of the 2025-2026 Academic Year, full-time Professional Tutors who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Professional Tutors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 43-WEEK PROFESSIONAL TUTOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 43-week Professional Tutors:

2026-27	43WK
1	$ 56,214
2	$ 57,934
3	$ 59,655
4	$ 61,375
5	$ 63,095
6	$ 64,816
7	$ 66,536
8	$ 68,256
9	$ 69,976
10	$ 71,695
11	$ 73,416
12	$ 75,136
13	$ 76,856
14	$ 78,577
15	$ 80,296
16	$ 82,015
17	$ 83,737
18	$ 85,456
19	$ 87,177
20	$ 88,897

Effective at the beginning of the 2026-2027 Academic Year, full-time Professional Tutors who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Professional Tutors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-5

2024-2025

FULL-TIME LIBRARIAN SCHEDULE

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time Librarians:

2024-25	MD
1	$ 56,494
2	$ 58,223
3	$ 59,951
4	$ 61,680
5	$ 63,409
6	$ 65,138
7	$ 66,867
8	$ 68,594
9	$ 70,323
10	$ 72,052
11	$ 73,781
12	$ 75,509
13	$ 77,238
14	$ 78,967
15	$ 80,696
16	$ 82,425
17	$ 84,152
18	$ 85,881
19	$ 87,610
20	$ 89,339
21	$ 91,068
22	$ 92,796
23	$ 94,525
24	$ 96,254
25	$ 97,982

At the beginning of the 2024-2025 Academic Year, all full-time Librarians who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME LIBRARIAN SCHEDULE

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 34.6-week Librarians:

2025-26	MD
1	$ 57,161
2	$ 58,910
3	$ 60,658
4	$ 62,408
5	$ 64,157
6	$ 65,907
7	$ 67,656
8	$ 69,403
9	$ 71,153
10	$ 72,902
11	$ 74,652
12	$ 76,400
13	$ 78,149
14	$ 79,899
15	$ 81,648
16	$ 83,398
17	$ 85,145
18	$ 86,894
19	$ 88,644
20	$ 90,393
21	$ 92,143
22	$ 93,891
23	$ 95,640
24	$ 97,390
25	$ 99,138

Effective at the beginning of the 2025-2026 Academic Year, full-time Librarians who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Librarians will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME LIBRARIAN SCHEDULE

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 34.6-week Librarians:

2026-27	MD
1	$ 57,835
2	$ 59,605
3	$ 61,374
4	$ 63,144
5	$ 64,914
6	$ 66,685
7	$ 68,454
8	$ 70,222
9	$ 71,993
10	$ 73,762
11	$ 75,533
12	$ 77,302
13	$ 79,071
14	$ 80,842
15	$ 82,611
16	$ 84,382
17	$ 86,150
18	$ 87,919
19	$ 89,690
20	$ 91,460
21	$ 93,230
22	$ 94,999
23	$ 96,769
24	$ 98,539
25	$100,308

Effective at the beginning of the 2026-2027 Academic Year, full-time Librarians who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Librarians will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-6

2024-2025

FULL-TIME LICENSED PROFESSIONAL COUNSELOR SCHEDULE

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time Professional Counselors:

2024-25	MD
1	$ 56,494
2	$ 58,223
3	$ 59,951
4	$ 61,680
5	$ 63,409
6	$ 65,138
7	$ 66,867
8	$ 68,594
9	$ 70,323
10	$ 72,052
11	$ 73,781
12	$ 75,509
13	$ 77,238
14	$ 78,967
15	$ 80,696
16	$ 82,425
17	$ 84,152
18	$ 85,881
19	$ 87,610
20	$ 89,339
21	$ 91,068
22	$ 92,796
23	$ 94,525
24	$ 96,254
25	$ 97,982

At the beginning of the 2024-2025 Academic Year, all full-time Professional Counselors who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME LICENSED PROFESSIONAL COUNSELOR SCHEDULE

Effective at the beginning of the first full pay period of the 2025-2026academic year, the followingschedule shall be in effect for full-time 34.6-week Licensed Professional Counselors:

2025-26	MD
1	$ 57,161
2	$ 58,910
3	$ 60,658
4	$ 62,408
5	$ 64,157
6	$ 65,907
7	$ 67,656
8	$ 69,403
9	$ 71,153
10	$ 72,902
11	$ 74,652
12	$ 76,400
13	$ 78,149
14	$ 79,899
15	$ 81,648
16	$ 83,398
17	$ 85,145
18	$ 86,894
19	$ 88,644
20	$ 90,393
21	$ 92,143
22	$ 93,891
23	$ 95,640
24	$ 97,390
25	$ 99,138

Effective at the beginning of the 2025-2026 Academic Year, full-time Licensed Professional Counselors who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Licensed Professional Counselors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME LICENSED PROFESSIONAL COUNSELOR SCHEDULE

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the followingschedule shall be in effect for full-time 34.6-week Licensed Professional Counselors:

2026-27	MD
1	$ 57,835
2	$ 59,605
3	$ 61,374
4	$ 63,144
5	$ 64,914
6	$ 66,685
7	$ 68,454
8	$ 70,222
9	$ 71,993
10	$ 73,762
11	$ 75,533
12	$ 77,302
13	$ 79,071
14	$ 80,842
15	$ 82,611
16	$ 84,382
17	$ 86,150
18	$ 87,919
19	$ 89,690
20	$ 91,460
21	$ 93,230
22	$ 94,999
23	$ 96,769
24	$ 98,539
25	$100,308

Effective at the beginning of the 2026-2027 Academic Year, full-time Licensed Professional Counselors who are not red circled or at the top of the scale will advance one step at the beginning of the first full pay period on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Licensed Professional Counselors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-7

2024-2025

FULL-TIME 43-WEEK ACADEMIC ADVISOR SCHEDULE BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time Academic Advisors:

2024-25	BD	MD
1	$ 51,800	$ 55,107
2	$ 53,384	$ 56,792
3	$ 54,970	$ 58,479
4	$ 56,555	$ 60,165
5	$ 58,139	$ 61,851
6	$ 59,724	$ 63,538
7	$ 61,310	$ 65,224
8	$ 62,894	$ 66,911
9	$ 64,480	$ 68,595
10	$ 66,063	$ 70,281
11	$ 67,649	$ 71,968
12	$ 69,234	$ 73,654
13	$ 70,819	$ 75,340
14	$ 72,404	$ 77,027
15	$ 73,990	$ 78,713
16	$ 75,573	$ 80,398
17	$ 77,159	$ 82,085
18	$ 78,743	$ 83,771
19	$ 80,329	$ 85,458
20	$ 81,914	$ 87,144
21	$ 83,476	$ 88,806
22	$ 85,037	$ 90,467
23	$ 86,599	$ 92,129
24	$ 88,160	$ 93,790
25	$ 89,721	$ 95,451

At the beginning of the 2024-2025 Academic Year, all full-time Academic Advisors who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME 43-WEEK ACADEMIC ADVISOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 43-week Academic Advisors:

2025-26	BD	MD
1	$ 52,411	$ 55,757
2	$ 54,014	$ 57,462
3	$ 55,619	$ 59,169
4	$ 57,222	$ 60,875
5	$ 58,825	$ 62,581
6	$ 60,429	$ 64,288
7	$ 62,033	$ 65,994
8	$ 63,636	$ 67,701
9	$ 65,241	$ 69,404
10	$ 66,843	$ 71,110
11	$ 68,447	$ 72,817
12	$ 70,051	$ 74,523
13	$ 71,655	$ 76,229
14	$ 73,258	$ 77,936
15	$ 74,863	$ 79,642
16	$ 76,465	$ 81,347
17	$ 78,069	$ 83,054
18	$ 79,672	$ 84,759
19	$ 81,277	$ 86,466
20	$ 82,881	$ 88,172
21	$ 84,461	$ 89,854
22	$ 86,040	$ 91,535
23	$ 87,621	$ 93,216
24	$ 89,200	$ 94,897
25	$ 90,780	$ 96,577

Effective at the beginning of the 2025-2026 Academic Year, full-time Academic Advisors who are not red circled or at the top of the scale will advance one step at the beginning of the first full payperiod on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary full-time Academic Advisors will not advance beyondStep 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 43-WEEK ACADEMIC ADVISOR SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 43-week Academic Advisors:

2026-27	BD	MD
1	$ 53,029	$ 56,415
2	$ 54,651	$ 58,140
3	$ 56,275	$ 59,867
4	$ 57,897	$ 61,593
5	$ 59,519	$ 63,319
6	$ 61,142	$ 65,047
7	$ 62,765	$ 66,773
8	$ 64,387	$ 68,500
9	$ 66,011	$ 70,223
10	$ 67,632	$ 71,949
11	$ 69,255	$ 73,676
12	$ 70,878	$ 75,402
13	$ 72,501	$ 77,129
14	$ 74,122	$ 78,856
15	$ 75,746	$ 80,582
16	$ 77,367	$ 82,307
17	$ 78,990	$ 84,034
18	$ 80,612	$ 85,759
19	$ 82,236	$ 87,486
20	$ 83,859	$ 89,212
21	$ 85,458	$ 90,914
22	$ 87,055	$ 92,615
23	$ 88,655	$ 94,316
24	$ 90,253	$ 96,017
25	$ 91,851	$ 97,717

Effective at the beginning of the 2026-2027 Academic Year, full-time Academic Advisors who are not red circled or at the top of the scale will advance one step at the beginning of the first full payperiod on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Academic Advisors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-8

2024-2025

FULL-TIME TEACHING CLINICIAN SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period this Agreement, the following schedule shall be in effect for full-time Teaching Clinicians:

2024-25	BD	MD	BSN	MSN	PDN
1	$ 51,157	$ 54,422	$ 65,178	$ 69,337	$ 72,139
2	$ 52,721	$ 56,087	$ 67,171	$ 71,459	$ 74,347
3	$ 54,287	$ 57,753	$ 69,166	$ 73,581	$ 76,554
4	$ 55,852	$ 59,417	$ 71,160	$ 75,703	$ 77,608
5	$ 57,418	$ 61,083	$ 73,154	$ 77,824	$ 80,969
6	$ 58,983	$ 62,748	$ 75,149	$ 79,946	$ 83,177
7	$ 59,661	$ 64,413	$ 77,142	$ 82,068	$ 85,384
8	$ 62,113	$ 66,079	$ 79,137	$ 84,190	$ 87,592
9	$ 63,679	$ 67,744	$ 81,130	$ 86,310	$ 89,800
10	$ 65,243	$ 69,409	$ 83,125	$ 88,432	$ 92,007
11	$ 66,809	$ 71,075	$ 85,121	$ 90,554	$ 94,215
12	$ 68,375	$ 72,739	$ 87,114	$ 92,676	$ 96,422
13	$ 69,940	$ 74,405	$ 89,109	$ 94,797	$ 98,629
14	$ 71,505	$ 76,070	$ 91,102	$ 96,919	$ 100,837
15	$ 73,071	$ 77,735	$ 93,097	$ 99,041	$ 103,044

At the beginning of the 2024-2025 Academic Year, all full-time Teaching Clinicians who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME TEACHING CLINICIAN SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time Teaching Clinicians:

2025-26	BD	MD	BSN	MSN	PDN
1	$ 51,628	$ 54,923	$ 65,778	$ 69,975	$ 72,803
2	$ 53,206	$ 56,603	$ 67,789	$ 72,116	$ 75,031
3	$ 54,786	$ 58,284	$ 69,802	$ 74,258	$ 77,258
4	$ 56,366	$ 59,964	$ 71,815	$ 76,399	$ 78,322
5	$ 57,946	$ 61,645	$ 73,827	$ 78,540	$ 81,714
6	$ 59,526	$ 63,325	$ 75,840	$ 80,682	$ 83,942
7	$ 60,210	$ 65,006	$ 77,852	$ 82,823	$ 86,170
8	$ 62,684	$ 66,687	$ 79,865	$ 84,965	$ 88,398
9	$ 64,265	$ 68,367	$ 81,876	$ 87,104	$ 90,626
10	$ 65,843	$ 70,048	$ 83,890	$ 89,246	$ 92,853
11	$ 67,424	$ 71,729	$ 85,904	$ 91,387	$ 95,082
12	$ 69,004	$ 73,408	$ 87,915	$ 93,529	$ 97,309
13	$ 70,583	$ 75,090	$ 89,929	$ 95,669	$ 99,536
14	$ 72,163	$ 76,770	$ 91,940	$ 97,811	$ 101,765
15	$ 73,743	$ 78,450	$ 93,953	$ 99,952	$ 103,992

Effective at the beginning of the 2025-2026 Academic Year, full-time Teaching Clinicians who are not red circled or at the top of the scale will advance one step at the beginning of the first full payperiod on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary full-time Teaching Clinicians will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME TEACHING CLINICIAN SCHEDULE
BASED ON DEGREE REQUIRED FOR POSITION

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time Teaching Clinicians:

2026-27	BD	MD	BSN	MSN	PDN
1	$ 52,103	$ 55,428	$ 66,383	$ 70,619	$ 73,473
2	$ 53,695	$ 57,124	$ 68,413	$ 72,779	$ 75,721
3	$ 55,290	$ 58,820	$ 70,444	$ 74,941	$ 77,969
4	$ 56,885	$ 60,516	$ 72,476	$ 77,102	$ 79,043
5	$ 58,479	$ 62,212	$ 74,506	$ 79,263	$ 82,466
6	$ 60,074	$ 63,908	$ 76,538	$ 81,424	$ 84,714
7	$ 60,764	$ 65,604	$ 78,568	$ 83,585	$ 86,963
8	$ 63,261	$ 67,301	$ 80,600	$ 85,747	$ 89,211
9	$ 64,856	$ 68,996	$ 82,629	$ 87,905	$ 91,460
10	$ 66,449	$ 70,692	$ 84,662	$ 90,067	$ 93,707
11	$ 68,044	$ 72,389	$ 86,694	$ 92,228	$ 95,957
12	$ 69,639	$ 74,083	$ 88,724	$ 94,389	$ 98,204
13	$ 71,232	$ 75,781	$ 90,756	$ 96,549	$ 100,452
14	$ 72,827	$ 77,476	$ 92,786	$ 98,711	$ 102,701
15	$ 74,421	$ 79,172	$ 94,817	$ 100,872	$ 104,949

Effective at the beginning of the 2026-2027 Academic Year, full-time Teaching Clinicians who are not red circled or at the top of the scale will advance one step at the beginning of the first full payperiod on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary Teaching Clinicians will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-9

2024-2025

FULL-TIME 52-WEEK TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period after ratification of this Agreement, the following schedule shall be in effect for full-time 52-week Teaching Faculty.

2024-25	HS	AD	BD	MD	MD2	P
1	$ 63,074	$ 67,686	$ 72,303	$ 76,918	$ 78,460	$ 80,026
2	$ 64,793	$ 69,532	$ 74,274	$ 79,014	$ 80,599	$ 82,209
3	$ 66,515	$ 71,377	$ 76,245	$ 81,112	$ 82,738	$ 84,390
4	$ 68,232	$ 73,222	$ 78,216	$ 83,208	$ 84,877	$ 86,572
5	$ 69,952	$ 75,068	$ 80,186	$ 85,306	$ 87,018	$ 88,754
6	$ 71,672	$ 76,913	$ 82,158	$ 87,403	$ 89,157	$ 90,936
7	$ 73,390	$ 78,758	$ 84,129	$ 89,500	$ 91,295	$ 93,118
8	$ 75,109	$ 80,604	$ 86,101	$ 91,597	$ 93,435	$ 95,299
9	$ 76,829	$ 82,448	$ 88,071	$ 93,693	$ 95,574	$ 97,481
10	$ 78,548	$ 84,293	$ 90,042	$ 95,790	$ 97,715	$ 99,663
11	$ 80,270	$ 86,138	$ 92,014	$ 97,888	$ 99,854	$ 101,845
12	$ 81,988	$ 87,983	$ 93,984	$ 99,984	$ 101,993	$ 104,026
13	$ 83,709	$ 89,829	$ 95,956	$ 102,082	$ 104,132	$ 106,208
14			$ 97,926	$ 104,179	$ 106,271	$ 108,394
15			$ 99,897	$ 106,276	$ 108,411	$ 110,571
16			$ 101,869	$ 108,373	$ 110,550	$ 112,753
17			$ 103,840	$ 110,470	$ 112,689	$ 114,936
18			$ 105,810	$ 112,567	$ 114,829	$ 117,118
19			$ 107,782	$ 114,664	$ 116,969	$ 119,299
20			$ 109,751	$ 116,760	$ 119,108	$ 121,482
21			$ 111,723	$ 118,857	$ 121,248	$ 123,663
22			$ 113,695	$ 120,955	$ 123,387	$ 125,844
23			$ 115,667	$ 123,053	$ 125,528	$ 128,027
24			$ 117,639	$ 125,149	$ 127,669	$ 130,209
25			$ 119,611	$ 127,247	$ 129,809	$ 132,391

At the beginning of the 2024-2025 Academic Year, all full-time 52-Week Teaching Faculty who are not red circled or at the top of the scale will advance one step.

The parties agree that all Teaching Faculty are encouraged to lead by example and, if not already achieved, complete a Bachelor or higher-level degree(s) related to their field from an accredited College or University. Full-time Teaching Faculty who are on the HS or AD Level will not advance beyond Step 13 of those scales. Those full-time Teaching Faculty on the HS or AD Level whose salary already exceeds Step 13 on the scale will be red circled until they achieve BD Levelor higher.

2025-2026

FULL-TIME 52-WEEK TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

2025-26	HS	AD	BD	MD	MD2	P
1	$ 63,944	$ 68,620	$ 73,301	$ 77,979	$ 79,543	$ 81,130
2	$ 65,687	$ 70,492	$ 75,299	$ 80,104	$ 81,711	$ 83,343
3	$ 67,433	$ 72,362	$ 77,297	$ 82,231	$ 83,880	$ 85,555
4	$ 69,174	$ 74,232	$ 79,295	$ 84,356	$ 86,048	$ 87,767
5	$ 70,917	$ 76,104	$ 81,293	$ 86,483	$ 88,219	$ 89,979
6	$ 72,661	$ 77,974	$ 83,292	$ 88,609	$ 90,387	$ 92,191
7	$ 74,403	$ 79,845	$ 85,290	$ 90,735	$ 92,555	$ 94,403
8	$ 76,146	$ 81,716	$ 87,289	$ 92,861	$ 94,724	$ 96,614
9	$ 77,889	$ 83,586	$ 89,286	$ 94,986	$ 96,893	$ 98,826
10	$ 79,632	$ 85,456	$ 91,285	$ 97,112	$ 99,063	$ 101,038
11	$ 81,378	$ 87,327	$ 93,284	$ 99,239	$ 101,232	$ 103,250
12	$ 83,119	$ 89,197	$ 95,281	$ 101,364	$ 103,401	$ 105,462
13	$ 84,864	$ 91,069	$ 97,280	$ 103,491	$ 105,569	$ 107,674
14			$ 99,277	$ 105,617	$ 107,738	$ 109,890
15			$ 101,276	$ 107,743	$ 109,907	$ 112,097
16			$ 103,275	$ 109,869	$ 112,076	$ 114,309
17			$ 105,273	$ 111,994	$ 114,244	$ 116,522
18			$ 107,270	$ 114,120	$ 116,414	$ 118,734
19			$ 109,269	$ 116,246	$ 118,583	$ 120,945
20			$ 111,266	$ 118,371	$ 120,752	$ 123,158
21			$ 113,265	$ 120,497	$ 122,921	$ 125,370
22			$ 115,264	$ 122,624	$ 125,090	$ 127,581
23			$ 117,263	$ 124,751	$ 127,260	$ 129,794
24			$ 119,262	$ 126,876	$ 129,431	$ 132,006
25			$ 121,262	$ 129,003	$ 131,600	$ 134,218

At the beginning of the 2025-2026 Academic Year, all full-time Teaching Faculty who are not red circled or at the top of the scale will advance one step, except that Assistant Professors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 52-WEEK TEACHING FACULTY SCHEDULE
BASED ON HIGHEST RELATED DEGREE

2026-27	HS	AD	BD	MD	MD2	P
1	$ 64,826	$ 69,567	$ 74,313	$ 79,055	$ 80,641	$ 82,250
2	$ 66,593	$ 71,465	$ 76,338	$ 81,209	$ 82,839	$ 84,493
3	$ 68,364	$ 73,361	$ 78,364	$ 83,366	$ 85,038	$ 86,736
4	$ 70,129	$ 75,256	$ 80,389	$ 85,520	$ 87,235	$ 88,978
5	$ 71,896	$ 77,154	$ 82,415	$ 87,676	$ 89,436	$ 91,221
6	$ 73,664	$ 79,050	$ 84,441	$ 89,832	$ 91,634	$ 93,463
7	$ 75,430	$ 80,947	$ 86,467	$ 91,987	$ 93,832	$ 95,706
8	$ 77,197	$ 82,844	$ 88,494	$ 94,142	$ 96,031	$ 97,947
9	$ 78,964	$ 84,739	$ 90,518	$ 96,297	$ 98,230	$100,190
10	$ 80,731	$ 86,635	$ 92,545	$ 98,452	$100,430	$102,432
11	$ 82,501	$ 88,532	$ 94,571	$100,608	$102,629	$104,675
12	$ 84,266	$ 90,428	$ 96,596	$102,763	$104,828	$106,917
13	$ 86,035	$ 92,326	$ 98,622	$104,919	$107,026	$109,160
14			$100,647	$107,075	$109,225	$111,406
15			$102,674	$109,230	$111,424	$113,644
16			$104,700	$111,385	$113,623	$115,886
17			$106,726	$113,540	$115,821	$118,130
18			$108,750	$115,695	$118,021	$120,373
19			$110,777	$117,850	$120,219	$122,614
20			$112,801	$120,005	$122,418	$124,858
21			$114,828	$122,160	$124,617	$127,100
22			$116,855	$124,316	$126,816	$129,342
23			$118,881	$126,473	$129,016	$131,585
24			$120,908	$128,627	$131,217	$133,828
25			$122,935	$130,783	$133,416	$136,070

At the beginning of the 2026-2027 Academic Year, all full-time Teaching Faculty who are not red circled or at the top of the scale will advance one step, except that Assistant Professors will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX C-10

2024-2025

FULL-TIME 52-WEEK ACADEMIC PROFESSIONALS SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for full-time 52-Week Academic Professionals:

2024-25	Librarian	Counselor	MD Advisor	BD Lab Assistant	Tutor
1	$ 66,295	$ 66,295	$ 58,964	$ 51,670	$ 58,895
2	$ 68,325	$ 68,325	$ 60,767	$ 53,251	$ 60,696
3	$ 70,353	$ 70,353	$ 62,573	$ 54,832	$ 62,500
4	$ 72,381	$ 72,381	$ 64,376	$ 56,416	$ 64,301
5	$ 74,411	$ 74,411	$ 66,180	$ 57,994	$ 66,102
6	$ 76,439	$ 76,439	$ 67,985	$ 59,574	$ 67,906
7	$ 78,467	$ 78,467	$ 69,789	$ 61,155	$ 69,707
8	$ 80,496	$ 80,496	$ 71,593	$ 62,736	$ 71,509
9	$ 82,525	$ 82,525	$ 73,398	$ 64,317	$ 73,312
10	$ 84,553	$ 84,553	$ 75,201	$ 65,898	$ 75,113
11	$ 86,582	$ 86,582	$ 77,007	$ 67,480	$ 76,916
12	$ 88,610	$ 88,610	$ 78,810	$ 69,061	$ 78,718
13	$ 90,639	$ 90,639	$ 80,614	$ 70,642	$ 80,519
14	$ 92,667	$ 92,667	$ 82,419	$ 72,223	$ 82,323
15	$ 94,696	$ 94,696	$ 84,223	$ 73,804	$ 84,124
16	$ 96,725	$ 96,725	$ 86,026	$ 75,385	$ 85,923
17	$ 98,753	$ 98,753	$ 87,832	$ 76,965	$ 87,729
18	$ 100,782	$ 100,782	$ 89,635	$ 78,546	$ 89,530
19	$ 102,810	$ 102,810	$ 91,441	$ 80,127	$ 91,333
20	$ 104,839	$ 104,839	$ 93,244	$ 81,708	$ 93,135
21	$ 106,868	$ 106,868	$ 95,022		
22	$ 108,896	$ 108,896	$ 96,800		
23	$ 110,925	$ 110,925	$ 98,577		
24	$ 112,954	$ 112,954	$ 100,355		
25	$ 114,982	$ 114,982	$ 102,133		

At the beginning of the 2024-2025 Academic Year, all full-time Academic Professionals who are not red circled or at the top of the scale will advance one step.

2025-2026

FULL-TIME 52-WEEK ACADEMIC PROFESSIONALS SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period of the 2025-2026 academic year, the following schedule shall be in effect for full-time 52-week Academic Professionals:

2025-26	Librarian	Counselor	MD Advisor	BD Lab Assistant	Tutor
1	$ 67,077	$ 67,077	$ 59,660	$ 52,218	$ 59,519
2	$ 69,131	$ 69,131	$ 61,484	$ 53,815	$ 61,339
3	$ 71,183	$ 71,183	$ 63,311	$ 55,413	$ 63,163
4	$ 73,235	$ 73,235	$ 65,136	$ 57,014	$ 64,983
5	$ 75,289	$ 75,289	$ 66,961	$ 58,609	$ 66,803
6	$ 77,341	$ 77,341	$ 68,787	$ 60,205	$ 68,626
7	$ 79,393	$ 79,393	$ 70,613	$ 61,803	$ 70,446
8	$ 81,446	$ 81,446	$ 72,438	$ 63,401	$ 72,267
9	$ 83,499	$ 83,499	$ 74,264	$ 64,999	$ 74,089
10	$ 85,551	$ 85,551	$ 76,088	$ 66,597	$ 75,909
11	$ 87,604	$ 87,604	$ 77,916	$ 68,195	$ 77,731
12	$ 89,656	$ 89,656	$ 79,740	$ 69,793	$ 79,552
13	$ 91,709	$ 91,709	$ 81,565	$ 71,391	$ 81,373
14	$ 93,760	$ 93,760	$ 83,392	$ 72,989	$ 83,196
15	$ 95,813	$ 95,813	$ 85,217	$ 74,586	$ 85,016
16	$ 97,866	$ 97,866	$ 87,041	$ 76,184	$ 86,834
17	$ 99,918	$ 99,918	$ 88,868	$ 77,781	$ 88,659
18	$ 101,971	$ 101,971	$ 90,693	$ 79,379	$ 90,479
19	$ 104,023	$ 104,023	$ 92,520	$ 80,976	$ 92,301
20	$ 106,076	$ 106,076	$ 94,344	$ 82,574	$ 94,122
21	$ 108,129	$ 108,129	$ 96,143		
22	$ 110,181	$ 110,181	$ 97,942		
23	$ 112,234	$ 112,234	$ 99,740		
24	$ 114,287	$ 114,287	$ 101,539		
25	$ 116,339	$ 116,339	$ 103,338		

Effective at the beginning of the 2025-2026 Academic Year, full-time 52-week Academic Professionals who are not red circled or at the top of the scale will advance one step at the beginning of the first full payperiod on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary full-time Teaching Clinicians will not advance beyondStep 11 or three steps above the rate at which they were hired into their position, whichever is higher.

2026-2027

FULL-TIME 52-WEEK ACADEMIC PROFESSIONALS SCHEDULE
BASED ON HIGHEST RELATED DEGREE

Effective at the beginning of the first full pay period of the 2026-2027 academic year, the following schedule shall be in effect for full-time 52-week Academic Professionals:

2026-27	Librarian	Counselor	MD Advisor	BD Lab Assistant	Tutor
1	$ 67,869	$ 67,869	$ 60,364	$ 52,772	$ 60,150
2	$ 69,947	$ 69,947	$ 62,210	$ 54,385	$ 61,989
3	$ 72,023	$ 72,023	$ 64,058	$ 56,000	$ 63,833
4	$ 74,099	$ 74,099	$ 65,905	$ 57,618	$ 65,672
5	$ 76,177	$ 76,177	$ 67,751	$ 59,230	$ 67,511
6	$ 78,254	$ 78,254	$ 69,599	$ 60,843	$ 69,353
7	$ 80,330	$ 80,330	$ 71,446	$ 62,458	$ 71,193
8	$ 82,407	$ 82,407	$ 73,293	$ 64,073	$ 73,033
9	$ 84,484	$ 84,484	$ 75,140	$ 65,688	$ 74,874
10	$ 86,561	$ 86,561	$ 76,986	$ 67,303	$ 76,714
11	$ 88,638	$ 88,638	$ 78,835	$ 68,918	$ 78,555
12	$ 90,714	$ 90,714	$ 80,681	$ 70,533	$ 80,395
13	$ 92,791	$ 92,791	$ 82,527	$ 72,148	$ 82,236
14	$ 94,866	$ 94,866	$ 84,376	$ 73,763	$ 84,078
15	$ 96,944	$ 96,944	$ 86,223	$ 75,377	$ 85,917
16	$ 99,021	$ 99,021	$ 88,068	$ 76,992	$ 87,754
17	$ 101,097	$ 101,097	$ 89,917	$ 78,605	$ 89,599
18	$ 103,174	$ 103,174	$ 91,763	$ 80,220	$ 91,438
19	$ 105,250	$ 105,250	$ 93,612	$ 81,834	$ 93,279
20	$ 107,328	$ 107,328	$ 95,457	$ 83,449	$ 95,120
21	$ 109,405	$ 109,405	$ 97,277		
22	$ 111,481	$ 111,481	$ 99,098		
23	$ 113,558	$ 113,558	$ 100,917		
24	$ 115,636	$ 115,636	$ 102,737		
25	$ 117,712	$ 117,712	$ 104,557		

Effective at the beginning of the 2026-2027 Academic Year, full-time 52-week Academic Professionals who are not red circled or at the top of the scale will advance one step at the beginning of the first full payperiod on or after the member has satisfactorily completed a full year of service in the current position and step, except that probationary full-time Teaching Clinicians will not advance beyond Step 11 or three steps above the rate at which they were hired into their position, whichever is higher.

APPENDIX D – PART-TIME COMPENSATION SCHEDULES

Effective at the beginning of the first semester of this Agreement, the following appendix shall be in effect:

APPENDIX D-1

2024-2025

PART-TIME TEACHING FACULTY RATE PER ASSIGNED WORKLOAD HOUR BASED ON HIGHEST RELATED DEGREE

2024-25	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 38.60	$ 43.13	$ 46.22	$ 49.24	$ 52.26	$ 55.28
Adj Instructor 2	$ 47.73	$ 51.11	$ 55.28	$ 58.66	$ 59.81	$ 60.96
Adj Instructor 3	$ 50.60	$ 54.18	$ 58.60	$ 62.18	$ 63.39	$ 64.61
Adj Assoc Prof 1	$ 54.42	$ 58.30	$ 63.12	$ 67.00	$ 68.37	$ 69.65
Adj Assoc Prof 2	$ 55.18	$ 59.11	$ 63.83	$ 67.79	$ 69.16	$ 70.44
Adj Assoc Prof 3	$ 56.01	$ 60.01	$ 64.79	$ 68.81	$ 70.19	$ 71.50
Adjunct Professor	$ 57.54	$ 61.64	$ 66.86	$ 70.81	$ 72.17	$ 73.47

PART-TIME TEACHING FACULTY RATE PER ASSIGNED TEACHING CONTACT HOUR BASED ON HIGHEST RELATED DEGREE

2024-25	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 618	$ 690	$ 740	$ 788	$ 836	$ 884
Adj Instructor 2	$ 764	$ 818	$ 884	$ 939	$ 957	$ 975
Adj Instructor 3	$ 810	$ 867	$ 938	$ 995	$ 1,014	$ 1,034
Adj Assoc Prof 1	$ 871	$ 933	$ 1,010	$ 1,072	$ 1,094	$ 1,114
Adj Assoc Prof 2	$ 883	$ 946	$ 1,021	$ 1,085	$ 1,107	$ 1,127
Adj Assoc Prof 3	$ 896	$ 960	$ 1,037	$ 1,101	$ 1,123	$ 1,144
Adjunct Professor	$ 921	$ 986	$ 1,070	$ 1,133	$ 1,155	$ 1,176

PART-TIME TEACHING FACULTY RATE PER ASSIGNED NON-TEACHING HOUR BASED ON HIGHEST RELATED DEGREE

2024-25	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 19.30	$ 21.57	$ 23.11	$ 24.62	$ 26.13	$ 27.64
Adj Instructor 2	$ 23.86	$ 25.55	$ 27.64	$ 29.33	$ 29.90	$ 30.48
Adj Instructor 3	$ 25.30	$ 27.09	$ 29.30	$ 31.09	$ 31.70	$ 32.31
Adj Assoc Prof 1	$ 27.21	$ 29.15	$ 31.56	$ 33.50	$ 34.18	$ 34.83
Adj Assoc Prof 2	$ 27.59	$ 29.56	$ 31.92	$ 33.90	$ 34.58	$ 35.22
Adj Assoc Prof 3	$ 28.01	$ 30.00	$ 32.40	$ 34.40	$ 35.10	$ 35.75
Adjunct Professor	$ 28.77	$ 30.82	$ 33.43	$ 35.40	$ 36.09	$ 36.73

2025-2026

PART-TIME TEACHING FACULTY RATE PER ASSIGNED WORKLOAD HOUR BASED ON HIGHEST RELATED DEGREE

2025-26	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 39.76	$ 44.42	$ 47.61	$ 50.71	$ 53.83	$ 56.93
Adj Instructor 2	$ 49.16	$ 52.64	$ 56.93	$ 60.42	$ 61.60	$ 62.79
Adj Instructor 3	$ 52.12	$ 55.80	$ 60.35	$ 64.05	$ 65.29	$ 66.55
Adj Assoc Prof 1	$ 56.05	$ 60.05	$ 65.01	$ 69.01	$ 70.42	$ 71.74
Adj Assoc Prof 2	$ 56.83	$ 60.89	$ 65.75	$ 69.83	$ 71.23	$ 72.56
Adj Assoc Prof 3	$ 57.69	$ 61.81	$ 66.73	$ 70.87	$ 72.30	$ 73.65
Adjunct Professor	$ 59.27	$ 63.49	$ 68.86	$ 72.93	$ 74.34	$ 75.67

PART-TIME TEACHING FACULTY RATE PER ASSIGNED TEACHING CONTACT HOUR BASED ON HIGHEST RELATED DEGREE

2025-26	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 636	$ 711	$ 762	$ 811	$ 861	$ 911
Adj Instructor 2	$ 787	$ 842	$ 911	$ 967	$ 986	$ 1,005
Adj Instructor 3	$ 834	$ 893	$ 966	$ 1,025	$ 1,045	$ 1,065
Adj Assoc Prof 1	$ 897	$ 961	$ 1,040	$ 1,104	$ 1,127	$ 1,148
Adj Assoc Prof 2	$ 909	$ 974	$ 1,052	$ 1,117	$ 1,140	$ 1,161
Adj Assoc Prof 3	$ 923	$ 989	$ 1,068	$ 1,134	$ 1,157	$ 1,178
Adjunct Professor	$ 948	$ 1,016	$ 1,102	$ 1,167	$ 1,189	$ 1,211

PART-TIME TEACHING FACULTY RATE PER ASSIGNED NON-TEACHING HOUR BASED ON HIGHEST RELATED DEGREE

2025-26	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 19.88	$ 22.21	$ 23.80	$ 25.36	$ 26.91	$ 28.47
Adj Instructor 2	$ 24.58	$ 26.32	$ 28.47	$ 30.21	$ 30.80	$ 31.40
Adj Instructor 3	$ 26.06	$ 27.90	$ 30.18	$ 32.02	$ 32.65	$ 33.28
Adj Assoc Prof 1	$ 28.02	$ 30.02	$ 32.51	$ 34.51	$ 35.21	$ 35.87
Adj Assoc Prof 2	$ 28.42	$ 30.44	$ 32.87	$ 34.91	$ 35.62	$ 36.28
Adj Assoc Prof 3	$ 28.85	$ 30.90	$ 33.37	$ 35.43	$ 36.15	$ 36.82
Adjunct Professor	$ 29.63	$ 31.75	$ 34.43	$ 36.47	$ 37.17	$ 37.84

2026-2027

PART-TIME TEACHING FACULTY RATE PER ASSIGNED TEACHING CONTACT HOUR BASED ON HIGHEST RELATED DEGREE

2026-27	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 40.95	$ 45.76	$ 49.04	$ 52.23	$ 55.44	$ 58.64
Adj Instructor 2	$ 50.64	$ 54.22	$ 58.64	$ 62.24	$ 63.45	$ 64.67
Adj Instructor 3	$ 53.68	$ 57.47	$ 62.17	$ 65.97	$ 67.25	$ 68.55
Adj Assoc Prof 1	$ 57.73	$ 61.85	$ 66.96	$ 71.08	$ 72.53	$ 73.89
Adj Assoc Prof 2	$ 58.54	$ 62.71	$ 67.72	$ 71.92	$ 73.37	$ 74.73
Adj Assoc Prof 3	$ 59.42	$ 63.66	$ 68.74	$ 73.00	$ 74.47	$ 75.85
Adjunct Professor	$ 61.05	$ 65.40	$ 70.93	$ 75.12	$ 76.57	$ 77.94

PART-TIME TEACHING FACULTY RATE PER ASSIGNED TEACHING CONTACT HOUR BASED ON HIGHEST RELATED DEGREE

2026-27	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 655	$ 732	$ 785	$ 836	$ 887	$ 938
Adj Instructor 2	$ 810	$ 867	$ 938	$ 996	$ 1,015	$ 1,035
Adj Instructor 3	$ 859	$ 920	$ 995	$ 1,056	$ 1,076	$ 1,097
Adj Assoc Prof 1	$ 924	$ 990	$ 1,071	$ 1,137	$ 1,160	$ 1,182
Adj Assoc Prof 2	$ 937	$ 1,003	$ 1,084	$ 1,151	$ 1,174	$ 1,196
Adj Assoc Prof 3	$ 951	$ 1,019	$ 1,100	$ 1,168	$ 1,191	$ 1,214
Adjunct Professor	$ 977	$ 1,046	$ 1,135	$ 1,202	$ 1,225	$ 1,247

PART-TIME TEACHING FACULTY RATE PER ASSIGNED NON-TEACHING HOUR BASED ON HIGHEST RELATED DEGREE

2026-27	HS	AD	BD	MD	MD2/MFA	PD/MSN
Adj Instructor 1	$ 20.47	$ 22.88	$ 24.52	$ 26.12	$ 27.72	$ 29.32
Adj Instructor 2	$ 25.32	$ 27.11	$ 29.32	$ 31.12	$ 31.72	$ 32.34
Adj Instructor 3	$ 26.84	$ 28.74	$ 31.08	$ 32.98	$ 33.63	$ 34.27
Adj Assoc Prof 1	$ 28.87	$ 30.93	$ 33.48	$ 35.54	$ 36.26	$ 36.95
Adj Assoc Prof 2	$ 29.27	$ 31.36	$ 33.86	$ 35.96	$ 36.68	$ 37.37
Adj Assoc Prof 3	$ 29.71	$ 31.83	$ 34.37	$ 36.50	$ 37.23	$ 37.93
Adjunct Professor	$ 30.52	$ 32.70	$ 35.46	$ 37.56	$ 38.28	$ 38.97

Pursuant to the parties' agreement that all Teaching Faculty should model completion of College Degree(s) related to their field from an accredited College or University, Adjunct Instructors hired after May 21, 2012, who are on the HS or AD level will not advance beyond Adjunct Instructor steps until they achieve BD level or higher and are approved for Adjunct Associate Professor status.

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

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

1. Satisfactory completion of at least four semesters of teaching credit courses in the position;

2. Satisfactorily teaching a cumulative total of 48 workload hours in the position;

3. Successful completion of 16 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The 16 hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;

4. Completion of a performance review for the position pursuant to Article XIV establishing that the member is effective in performing assigned work and achieving student success goals and is otherwise satisfying performance-related expectations.

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

1. Satisfactory completion of at least seven semesters of teaching credit courses in the position;

2. Satisfactorily teaching a cumulative total of 78 workload hours in the position;

3. Successful completion of 20 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The 20 hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;

4. Completion of a performance review for the position pursuant to Article XIV establishing that the member is effective in performing assigned work and achieving student success goals and is otherwise satisfying performance-related expectations.

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

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

1. Satisfactory completion of at least ten semesters of teaching credit courses in the position;

2. Satisfactorily teaching a cumulative total of 108 workload hours in the position;

3. Successful completion of 24 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The 24 hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;

4. Completion of a performance review for the position pursuant to Article XIV within the preceding six years establishing that the member is effective in performing assigned work and achieving student success goals and is otherwise satisfying performance-related expectations.

An Adjunct Associate Professor on Step 1 or Step 2 will advance to Adjunct Professor at the beginning of the academic year after achieving the status of Adjunct Professor and remain there for so long as that status continues.

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

1. Satisfactory completion of at least thirteen semesters of teaching credit courses in the position;

2. Satisfactorily teaching a cumulative total of 140 workload hours in the position;

3. Successful completion of 28 hours of Center for Teaching Excellence (CTE) workshops or the equivalent in participation in professional development activities of like value. The 28 hours of professional activities must be approved by the member's immediate supervisor. Thus, members are encouraged to seek preapproval;

4. Completion of a performance review for the position pursuant to Article XIV within the preceding six years establishing that the member is effective in performing assigned work and achieving student success goals and is otherwise satisfying performance-related expectations.

An Adjunct Associate Professor on Step 1, Step 2, or Step 3 will advance to Adjunct Professor at the beginning of the academic year after achieving the status of Adjunct Professor and remain there for so long as that status continues.

APPENDIX D-2

2024-2025

PART-TIME TEACHING CLINICIAN RATE PER CONTACT HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2024-25	HS	AD	BD	MD	MD2/MFA	PD/MSN
1	$ 28.69	$ 32.08	$ 34.30	$ 36.58	$ 37.93	$ 41.08
2	$ 30.09	$ 33.48	$ 35.70	$ 37.98	$ 40.21	$ 42.48
3	$ 31.50	$ 34.89	$ 37.10	$ 39.39	$ 41.61	$ 43.89
4	$ 31.50	$ 34.89	$ 46.86	$ 49.79	$ 50.79	$ 51.78

2025-2026

PART-TIME TEACHING CLINICIAN RATE PER CONTACT HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2025-26	HS	AD	BD	MD	MD2/MFA	PD/MSN
1	$ 29.55	$ 33.04	$ 35.33	$ 37.68	$ 39.07	$ 42.31
2	$ 31.00	$ 34.49	$ 36.78	$ 39.12	$ 41.41	$ 43.76
3	$ 32.45	$ 35.94	$ 38.22	$ 40.57	$ 42.85	$ 45.21
4	$ 32.45	$ 35.94	$ 48.27	$ 51.29	$ 52.31	$ 53.34

2026-2027

PART-TIME TEACHING CLINICIAN RATE PER CONTACT HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2026-27	HS	AD	BD	MD	MD2/MFA	PD/MSN
1	$ 30.44	$ 34.03	$ 36.39	$ 38.81	$ 40.24	$ 43.58
2	$ 31.92	$ 35.52	$ 37.88	$ 40.29	$ 42.65	$ 45.07
3	$ 33.42	$ 37.02	$ 39.36	$ 41.79	$ 44.14	$ 46.57
4	$ 33.42	$ 37.02	$ 49.72	$ 52.83	$ 53.88	$ 54.94

APPENDIX D-3

2024-2025

PART-TIME LAB INSTRUCTOR SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Lab Instructors:

2024-25	HS	AD	BD	MD
1	$ 17.63	$ 18.91	$ 20.20	$ 21.50
2	$ 18.18	$ 19.51	$ 20.85	$ 22.18
3	$ 18.74	$ 20.12	$ 21.49	$ 22.86
4	$ 19.31	$ 20.72	$ 22.12	$ 23.54
5	$ 19.85	$ 21.31	$ 22.76	$ 24.21
6	$ 20.41	$ 21.91	$ 23.39	$ 24.90
7	$ 20.96	$ 22.50	$ 24.03	$ 25.57
8	$ 21.52	$ 23.10	$ 24.67	$ 26.25
9	$ 22.07	$ 23.69	$ 25.30	$ 26.93
10	$ 22.63	$ 24.30	$ 25.94	$ 27.61
11	$ 23.19	$ 24.89	$ 26.58	$ 28.29
12	$ 23.75	$ 25.48	$ 27.22	$ 28.97
13	$ 24.31	$ 26.07	$ 27.86	$ 29.64

At the beginning of the 2024-2025 Academic Year, all part-time Lab Instructors who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME LAB INSTRUCTOR SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2025-26	HS	AD	BD	MD
1	$ 18.16	$ 19.48	$ 20.81	$ 22.14
2	$ 18.73	$ 20.09	$ 21.47	$ 22.85
3	$ 19.30	$ 20.72	$ 22.13	$ 23.54
4	$ 19.89	$ 21.34	$ 22.78	$ 24.25
5	$ 20.45	$ 21.94	$ 23.44	$ 24.94
6	$ 21.02	$ 22.57	$ 24.09	$ 25.64
7	$ 21.59	$ 23.18	$ 24.75	$ 26.34
8	$ 22.16	$ 23.79	$ 25.41	$ 27.04
9	$ 22.74	$ 24.40	$ 26.06	$ 27.74
10	$ 23.31	$ 25.03	$ 26.72	$ 28.44
11	$ 23.88	$ 25.63	$ 27.37	$ 29.13
12	$ 24.47	$ 26.25	$ 28.03	$ 29.84
13	$ 25.04	$ 26.86	$ 28.69	$ 30.53

For the 2025-2026 and 2026-2027 Academic Years, all part-time Lab Instructors will remain at their 2024-2025 step.

2026-2027

PART-TIME LAB INSTRUCTOR SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2026-27	HS	AD	BD	MD
1	$ 18.70	$ 20.06	$ 21.43	$ 22.81
2	$ 19.29	$ 20.70	$ 22.11	$ 23.53
3	$ 19.88	$ 21.34	$ 22.80	$ 24.25
4	$ 20.48	$ 21.98	$ 23.46	$ 24.97
5	$ 21.06	$ 22.60	$ 24.15	$ 25.69
6	$ 21.65	$ 23.25	$ 24.81	$ 26.41
7	$ 22.24	$ 23.87	$ 25.49	$ 27.13
8	$ 22.83	$ 24.51	$ 26.18	$ 27.85
9	$ 23.42	$ 25.13	$ 26.84	$ 28.57
10	$ 24.01	$ 25.78	$ 27.52	$ 29.29
11	$ 24.60	$ 26.40	$ 28.19	$ 30.01
12	$ 25.20	$ 27.04	$ 28.87	$ 30.73
13	$ 25.79	$ 27.66	$ 29.55	$ 31.45

For the 2025-2026 and 2026-2027 Academic Years, all part-time Lab Instructors will remain at their 2024-2025 step.

APPENDIX D-4

2024-2025

PART-TIME LAB ASSISTANT SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Lab Assistants:

2024-25	HS	AD	BD	MD
1	$ 16.44	$ 17.65	$ 18.86	$ 20.05
2	$ 16.97	$ 18.21	$ 19.46	$ 20.70
3	$ 17.48	$ 18.77	$ 20.04	$ 21.32
4	$ 18.00	$ 19.33	$ 20.63	$ 21.96
5	$ 18.53	$ 19.88	$ 21.24	$ 22.60
6	$ 19.04	$ 20.45	$ 21.83	$ 23.23
7	$ 19.56	$ 20.98	$ 22.43	$ 23.86
8	$ 20.08	$ 21.55	$ 23.02	$ 24.49
9	$ 20.60	$ 22.11	$ 23.61	$ 25.12
10	$ 21.12	$ 22.66	$ 24.21	$ 25.76
11	$ 21.63	$ 23.22	$ 24.80	$ 26.38
12	$ 22.16	$ 23.77	$ 25.39	$ 27.04
13	$ 22.67	$ 24.33	$ 26.00	$ 27.66

At the beginning of the 2024-2025 Academic Year, all part-time Lab Assistants who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME LAB ASSISTANT SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2025-26	HS	AD	BD	MD
1	$ 16.93	$ 18.18	$ 19.42	$ 20.66
2	$ 17.47	$ 18.75	$ 20.04	$ 21.32
3	$ 18.00	$ 19.33	$ 20.65	$ 21.96
4	$ 18.54	$ 19.91	$ 21.25	$ 22.62
5	$ 19.08	$ 20.48	$ 21.88	$ 23.28
6	$ 19.61	$ 21.06	$ 22.48	$ 23.93
7	$ 20.15	$ 21.61	$ 23.10	$ 24.58
8	$ 20.68	$ 22.20	$ 23.71	$ 25.23
9	$ 21.22	$ 22.77	$ 24.32	$ 25.88
10	$ 21.76	$ 23.34	$ 24.94	$ 26.54
11	$ 22.27	$ 23.92	$ 25.54	$ 27.17
12	$ 22.83	$ 24.49	$ 26.15	$ 27.85
13	$ 23.35	$ 25.06	$ 26.78	$ 28.48

For the 2025-2026 and 2026-2027 Academic Years, all part-time Lab Assistants will remain at their 2024-2025 step.

2026-2027

PART-TIME LAB ASSISTANT SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2026-27	HS	AD	BD	MD
1	$ 17.44	$ 18.72	$ 20.01	$ 21.28
2	$ 18.00	$ 19.31	$ 20.64	$ 21.96
3	$ 18.54	$ 19.91	$ 21.26	$ 22.61
4	$ 19.10	$ 20.50	$ 21.89	$ 23.29
5	$ 19.65	$ 21.09	$ 22.53	$ 23.97
6	$ 20.20	$ 21.70	$ 23.16	$ 24.64
7	$ 20.75	$ 22.26	$ 23.79	$ 25.31
8	$ 21.30	$ 22.86	$ 24.42	$ 25.98
9	$ 21.85	$ 23.45	$ 25.05	$ 26.65
10	$ 22.41	$ 24.04	$ 25.69	$ 27.33
11	$ 22.94	$ 24.63	$ 26.31	$ 27.99
12	$ 23.51	$ 25.22	$ 26.93	$ 28.68
13	$ 24.05	$ 25.81	$ 27.58	$ 29.34

For the 2025-2026 and 2026-2027 Academic Years, all part-time Lab Assistants will remain at their 2024-2025 step.

APPENDIX D-5

2024-2025

PART-TIME PROFESSIONAL TUTOR SCHEDULE RATE PER CLOCK HOUR

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Professional Tutors:

2024-25	TUT
1	$ 18.86
2	$ 19.46
3	$ 20.04
4	$ 20.63
5	$ 21.24
6	$ 21.83
7	$ 22.43
8	$ 23.02
9	$ 23.61
10	$ 24.21
11	$ 24.80
12	$ 25.39
13	$ 26.00

At the beginning of the 2024-2025 Academic Year, all part-time Professional Tutors who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME PROFESSIONAL TUTOR SCHEDULE RATE PER CLOCK HOUR

2025-26	TUTOR
1	$ 19.42
2	$ 20.04
3	$ 20.65
4	$ 21.25
5	$ 21.88
6	$ 22.48
7	$ 23.10
8	$ 23.71
9	$ 24.32
10	$ 24.94
11	$ 25.54
12	$ 26.15
13	$ 26.78

For the 2025-2026 and 2026-2027 Academic Years, all part-time Professional Tutors will remain at their 2024-2025 step.

2026-2027

PART-TIME PROFESSIONAL TUTOR SCHEDULE RATE PER CLOCK HOUR

2026-27	TUT
1	$ 20.01
2	$ 20.64
3	$ 21.26
4	$ 21.89
5	$ 22.53
6	$ 23.16
7	$ 23.79
8	$ 24.42
9	$ 25.05
10	$ 25.69
11	$ 26.31
12	$ 26.93
13	$ 27.58

For the 2025-2026 and 2026-2027 Academic Years, all part-time Professional Tutors will remain at their 2024-2025 step.

APPENDIX D-6

2024-2025

PART-TIME LIBRARIAN SCHEDULE RATE PER CLOCK HOUR

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Librarians:

2024-25	MD
1	$ 23.61
2	$ 24.32
3	$ 25.03
4	$ 25.73
5	$ 26.45
6	$ 27.15
7	$ 27.86
8	$ 28.56
9	$ 29.28
10	$ 29.99
11	$ 30.69
12	$ 31.40
13	$ 32.11

At the beginning of the 2024-2025 Academic Year, all part-time Librarians who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME LIBRARIAN SCHEDULE RATE PER CLOCK HOUR

2025-26	MD
1	$ 24.32
2	$ 25.05
3	$ 25.78
4	$ 26.50
5	$ 27.24
6	$ 27.97
7	$ 28.69
8	$ 29.42
9	$ 30.16
10	$ 30.89
11	$ 31.61
12	$ 32.34
13	$ 33.08

For the 2025-2026 and 2026-2027 Academic Years, all part-time Librarians will remain at their 2024-2025 step.

2026-2027

PART-TIME LIBRARIAN SCHEDULE RATE PER CLOCK HOUR

2026-27	MD
1	$ 25.05
2	$ 25.80
3	$ 26.55
4	$ 27.30
5	$ 28.06
6	$ 28.81
7	$ 29.55
8	$ 30.30
9	$ 31.06
10	$ 31.81
11	$ 32.56
12	$ 33.31
13	$ 34.07

For the 2025-2026 and 2026-2027 Academic Years, all part-time Librarians will remain at their 2024-2025 step.

APPENDIX D-7

2024-2025

PART-TIME LICENSED PROFESSIONAL COUNSELOR
SCHEDULE RATE PER CLOCK HOUR

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Professional Counselors:

2024-25	MD
1	$ 23.61
2	$ 24.32
3	$ 25.03
4	$ 25.73
5	$ 26.45
6	$ 27.15
7	$ 27.86
8	$ 28.56
9	$ 29.28
10	$ 29.99
11	$ 30.69
12	$ 31.40
13	$ 32.11

At the beginning of the 2024-2025 Academic Year, all part-time Professional Counselors who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME LICENSED PROFESSIONAL COUNSELOR
SCHEDULE RATE PER CLOCK HOUR

2025-26	MD
1	$ 24.32
2	$ 25.05
3	$ 25.78
4	$ 26.50
5	$ 27.24
6	$ 27.97
7	$ 28.69
8	$ 29.42
9	$ 30.16
10	$ 30.89
11	$ 31.61
12	$ 32.34
13	$ 33.08

For the 2025-2026 and 2026-2027 Academic Years, all part-time Licensed Professional Counselors will remain at their 2024-2025 step.

2026-2027

PART-TIME LICENSED PROFESSIONAL COUNSELOR
SCHEDULE RATE PER CLOCK HOUR

2026-27	MD
1	$ 25.05
2	$ 25.80
3	$ 26.55
4	$ 27.30
5	$ 28.06
6	$ 28.81
7	$ 29.55
8	$ 30.30
9	$ 31.06
10	$ 31.81
11	$ 32.56
12	$ 33.31
13	$ 34.07

For the 2025-2026 and 2026-2027 Academic Years, all part-time Licensed Professional Counselors will remain at their 2024-2025 step.

APPENDIX D-8

2024-2025

PART-TIME ACADEMIC ADVISOR SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Academic Advisors:

2024-25	BD	MD
1	$ 23.11	$ 24.62
2	$ 23.80	$ 25.36
3	$ 24.52	$ 26.12
4	$ 25.25	$ 26.90
5	$ 26.01	$ 27.71
6	$ 26.79	$ 28.54
7	$ 27.60	$ 29.40
8	$ 28.42	$ 30.28
9	$ 29.28	$ 31.19
10	$ 30.15	$ 32.12
11	$ 30.76	$ 32.76
12	$ 31.37	$ 33.42
13	$ 32.00	$ 34.09

At the beginning of the 2024-2025 Academic Year, all part-time Academic Advisors who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME ACADEMIC ADVISOR SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2025-26	BD	MD
1	$ 23.80	$ 25.36
2	$ 24.52	$ 26.12
3	$ 25.25	$ 26.90
4	$ 26.01	$ 27.71
5	$ 26.79	$ 28.54
6	$ 27.60	$ 29.40
7	$ 28.42	$ 30.28
8	$ 29.28	$ 31.19
9	$ 30.15	$ 32.12
10	$ 31.06	$ 33.08
11	$ 31.68	$ 33.75
12	$ 32.31	$ 34.42
13	$ 32.96	$ 35.11

For the 2025-2026 and 2026-2027 Academic Years, all part-time Academic Advisors will remain at their 2024-2025 step.

2026-2027

PART-TIME ACADEMIC ADVISOR SCHEDULE RATE PER CLOCK HOUR
BASED ON DEGREE REQUIRED FOR THE POSITION

2026-27	BD	MD
1	$ 24.52	$ 26.12
2	$ 25.25	$ 26.90
3	$ 26.01	$ 27.71
4	$ 26.79	$ 28.54
5	$ 27.60	$ 29.40
6	$ 28.42	$ 30.28
7	$ 29.28	$ 31.19
8	$ 30.15	$ 32.12
9	$ 31.06	$ 33.08
10	$ 31.99	$ 34.08
11	$ 32.63	$ 34.76
12	$ 33.28	$ 35.45
13	$ 33.95	$ 36.16

For the 2025-2026 and 2026-2027 Academic Years, all part-time Academic Advisors will remain at their 2024-2025 step.

APPENDIX D-9

2024-2025

PART-TIME SIGN LANGUAGE INTERPRETER SCHEDULE
RATE PER CLOCK HOUR

Effective at the beginning of the first full pay period of this Agreement, the following schedule shall be in effect for part time Sign Language Interpreters:

2024-25	BD
1	$ 23.61
2	$ 24.28
3	$ 24.94
4	$ 25.61
5	$ 26.27
6	$ 26.93
7	$ 27.59
8	$ 28.26
9	$ 28.93
10	$ 29.58
11	$ 30.26
12	$ 30.92
13	$ 31.58
14	$ 32.23
15	$ 32.80
16	$ 33.57
17	$ 34.23
18	$ 34.90
19	$ 35.57
20	$ 36.23
21	$ 36.89
22	$ 37.55
23	$ 38.22
24	$ 38.89
25	$ 39.55

At the beginning of the 2024-2025 Academic Year, all part-time Sign Language Interpreters who are not red circled or at the top of the scale will advance one step.

2025-2026

PART-TIME SIGN LANGUAGE INTERPRETER SCHEDULE
RATE PER CLOCK HOUR

2025-26	BD
1	$ 24.32
2	$ 25.01
3	$ 25.69
4	$ 26.38
5	$ 27.05
6	$ 27.74
7	$ 28.42
8	$ 29.11
9	$ 29.79
10	$ 30.47
11	$ 31.17
12	$ 31.84
13	$ 32.53
14	$ 33.20
15	$ 33.78
16	$ 34.57
17	$ 35.26
18	$ 35.95
19	$ 36.63
20	$ 37.32
21	$ 38.00
22	$ 38.68
23	$ 39.36
24	$ 40.06
25	$ 40.74

For the 2025-2026 and 2026-2027 Academic Years, all part-time Sign Language Interpreters will remain at their 2024-2025 step.

2026-2027

PART-TIME SIGN LANGUAGE INTERPRETER SCHEDULE
RATE PER CLOCK HOUR

2026-27	BD
1	$ 25.05
2	$ 25.76
3	$ 26.46
4	$ 27.17
5	$ 27.86
6	$ 28.57
7	$ 29.27
8	$ 29.99
9	$ 30.69
10	$ 31.38
11	$ 32.11
12	$ 32.80
13	$ 33.50
14	$ 34.19
15	$ 34.79
16	$ 35.61
17	$ 36.31
18	$ 37.03
19	$ 37.73
20	$ 38.43
21	$ 39.14
22	$ 39.84
23	$ 40.54
24	$ 41.26
25	$ 41.96

For the 2025-2026 and 2026-2027 Academic Years, all part-time Sign Language Interpreters will remain at their 2024-2025 step.

APPENDIX E - GLOSSARY

Academic Professional Faculty Position: These positions include Teaching Clinician, Lab Instructor, Lab Assistant, Professional Tutor, Librarian, Licensed Professional Counselor, Academic Advisor, and Sign Language Interpreter.

Association: The Association is defined as the Lansing Community College Chapter of the Michigan Association for Higher Education.

Base Salary: Includes only the hours worked in that position while performing the primary duties of that position. Base salary excludes time spent in professional development, meetings, committees, subbing for a class, or other duties that do not fall under the position's primary duties.

Clock Hour: An hour of service delivery.

College: Lansing Community College of the State of Michigan, also referred to as Employer.

Contact Hour: An hour of active instructor-led instruction, in a classroom, laboratory, online, etc., which is expected to require an hour of preparation and evaluation including student consultation, in addition to the instructional time.

Degrees: As listed in the appendices, degrees are coded as follows:

HS	High school diploma
AD	Associate's Degree
BD	Bachelor's Degree
MD	Master's Degree
MD2/MFA	Master's Degree in two disciplines, Master of Fine Arts Degree
MSN	Master of Science Nursing
PD	Doctor or Professional Degree (e.g. PhD, JD, MD, DO, EdD, etc.)

NOTE: Teaching Faculty members assigned to the MD2 Column under the 2012-2016 Agreement shall remain in that column until achieving a higher related PhD degree.

Face-to-Face Modality: A traditional, in-person class with on-campus instruction.

Household: A person or group of people occupying a single dwelling as their principal residence, other than in the relationship of landlord-tenant.

Illustrated Cost: The monthly premium for single, two-person, and family coverage based on insurance and reinsurance costs, plan benefit costs, administrative costs, taxes, and other costs.

Immediate Family: Includes parent, sibling, child, grandparent, grandchild, step-parent, step-child, spouse, parent-in-law, child-in-law, sibling-in-law, and other members of the employee's household.

Interim Position: An interim position is designated to assign all of the duties of another position or classification in order to fulfill a short-term need (e.g., for the purpose of temporarily replacing a member on leave of absence or filling a vacant position for the duration of a special project or filling a vacant position until completion of a competitive search to fill the position, etc.). An interim assignment is for a minimum of two full, consecutive payroll periods and will normally not exceed 12 months but may be extended by agreement of the College, the Association and the member. See Article XIII.B.

Online Hybrid modality: A class that has some regularly scheduled face-to-face classroom or lab instruction along with online coursework and activities.

Online Modality: Traditional online course with no live class sessions.

ORT Full Scheduled Lecture Modality: An online real time class where all instruction is delivered online during designated meeting day(s) and time(s).

ORT Partial Scheduled Lecture Modality: Online Real Time – a class that has some regularly scheduled online meeting day(s) and time(s) along with unscheduled online instruction and activities.

PA Day – Professional Activities Day: A day identified in the academic calendar designed for activities for professional and personal growth.

Professional Activities: Non-teaching assignments that can be found on an individual Professional Activities Plan

Professional Development: Scholarly and experiential learning experiences that augment the knowledge base of individual members available thru the CTE and other sources (on or off campus)

Provisional Position: A provisional position is designated when the position is funded 51 percent or more through external funding, grants, contracts or the like, which are not a part of the normal College funding (i.e., tuition, state appropriations, property tax) and is subject to elimination upon reduction or loss of the external funding source. Provisional positions are identified as such when posted. See Article XIII.B.

Regular Position: A regular position is designated when the position is funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) which is expected to exist indefinitely. Regular positions are identified as such when posted.

Seniority: The accumulated years of continuous service since a member's most recent date of hire into the bargaining unit, subject to adjustments provided in this Agreement. If any appointment is less than full-time, seniority credit will be prorated, in so far as practical.

Shared Governance/Participatory Governance: A process in which administrators, faculty, staff, and students collaborate for the purpose of providing high quality college programs and

services. All members of the campus community are invited to participate in planning for the future and in developing policies, regulations, and recommendations under which the College is governed and administered.

Teaching Faculty Position: A position of Professor, Assistant Professor, Adjunct Professor, Adjunct Associate Professor, or Adjunct Instructor employed in the bargaining unit.

Temporary Position: A temporary position is designated when the position is funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) that is expected to exist not more than 12 months but subject to continuation to a maximum of three years, at which time it shall be deemed a regular position if it is continued beyond three years. Temporary positions are identified as such when posted. See Article XIII.B.

Transfer: The reassignment of a bargaining unit member from one position within the bargaining unit to another position within the College for an indefinite period of time without a competitive search being conducted.

Workload Hour: Equal to 16 contact hours of classroom instruction or 32 clock hours of non-teaching work in the bargaining unit.