

**Letter of Agreement Between LCC-ESP, LCC-MAHE, LCC-PTCTU
and
Lansing Community College
November 2, 2020**

WHEREAS, the parties acknowledge and agree that neither Lansing Community College (hereinafter "the College" or "the Employer") LCC-ESP, LCC-MAHE, LCC-PTCTU (hereinafter "the Associations") is under any obligation to engage in mid-contract term negotiations or discussions but at the request of the College, the Associations voluntarily agreed to undertake such discussions;

WHEREAS, the parties acknowledge and agree that the coronavirus/COVID-19 pandemic health and economic conditions constitute unforeseen circumstances requiring emergency response;

WHEREAS, the parties have worked to come to an understanding in the best interests of the College and its employees;

NOW THEREFORE, as a result of discussions between the parties, the following is hereby agreed to as an addition to the Collective Bargaining Agreement between Lansing Community College and the Association. This Letter of Agreement is part of the parties' collective response to the coronavirus/COVID-19 pandemic and will not set precedent in any other matter.

- A. The College may temporarily place any employee on an unpaid furlough, during the time period from the effective date of this agreement through June 30, 2021, provided notice in accordance with this agreement is provided. These unpaid furloughs may be scheduled intermittently if deemed appropriate by the College for continued operations in a department/program. May 1, 2020, shall be used to define an employee's department, program and status for the purpose of this Letter of Agreement. May 1, 2020, shall also be used to define the departments, programs, classifications and statuses as defined in the current Collective Bargaining Agreements. Routine changes that occurred after May 1, 2020, such as awarding a job or granting a leave under the terms of the Agreement will be continued, and the resulting effective date will be used.
- B. The College may select the employees to be placed on furlough based on operational needs, as determined by the College, including financial exigency or lack of work which is expected to be temporary, which are caused by or related to the coronavirus/COVID-19 health crisis. The Association will have the opportunity to request a meeting to provide input and recommend alternatives regarding all planned furlough decisions, prior to the College making final decisions. This is applicable to all planned furlough and recall decisions as described in the other sections of this agreement.
- C. The College shall honor employee requests to volunteer to be placed on an unpaid furlough unless circumstances, as determined by the College, do not allow for that employee to be placed on an unpaid furlough. Such requests must be submitted in writing to the employee's Administrative Supervisor and Human Resources (Employee.Concern@lcc.edu). The

College will not arbitrarily deny requests for voluntary furlough. In such a case, the College shall provide a written statement of the reasons for its decision to the employee and the Association President.

- D. The scope in the selection of employees to be placed on unpaid furlough status shall be those employees within the affected departments, programs, classifications, positions and job statuses.
- E. Within departments, programs, classifications, positions and job statuses, where the employees being considered are equal with respect to the necessary qualifications (including but not limited to training, experience, skills, abilities, and availability), as determined by the College, is (are) capable of efficiently performing the required work, the Employer will follow these priorities when placing employees on unpaid furlough status:
 - 1. Temporary employees before regular employees;
 - 2. Employees subject to current corrective action (e.g., including individual improvement plan(s), disciplinary action(s), etc.) imposed prior to scheduled implementation before employees not subject to current corrective action;
 - 3. Employees with unsatisfactory records before employees with satisfactory records. An employee shall not be considered unsatisfactory unless the employee's performance is determined to be unsatisfactory in an evaluation that was presented to, or signed by, the employee at least one month prior to the start of the furlough;
 - 4. Probationary employees will be furloughed before non-probationary employees are furloughed. This provision shall only apply where the non-probationary employee(s) have the necessary qualifications (including but not limited to training, experience, skills, abilities, and availability), as determined by the College, and is (are) capable of efficiently performing the required work at the time the unpaid furlough is commenced. The probationary period for furloughed probationary employees shall be extended by the duration of the furlough.
 - 5. When all other experience, skills, and abilities are equal, as determined by the College, employees with lesser program or department service before employees with greater department or program service.
- F. The College may not select an employee for unpaid furlough for reasons that would constitute discrimination against any protected classification recognized by law or College policy, including those who have engaged in concerted protected activity under Michigan's Public Employment Relations Act.
- G. The College shall provide seven calendar days' notice before placing any employee on an unpaid furlough. Such notice shall include reason for the furlough, effective date of the furlough, benefits received during the furlough, the anticipated date the employee is to

return from the furlough (if known), a contact person regarding the furlough, and the expected return date, along with information on how to apply for unemployment benefits. This notice shall be delivered to the employee in person, to the employee's address of record via a mail courier or other suitable method and copied to the Association President. The unemployment benefit information may be provided through a link or other reference to information available on the Internet.

- H. Unpaid furloughs shall be commenced at the start of the employee's pay period and shall end at the end of an employee's pay period.
- I. An unpaid furlough is intended to last at least thirty calendar days and may not be used to rotate (toggle) employees between unpaid furlough and active status whether on daily, weekly, or monthly basis, unless mutually agreed to by the Employee and their Administrative Supervisor. An employee on an unpaid furlough may be asked to perform one week of work during a furlough due to pressing operational needs. The employee shall be paid for this work.
- J. The College shall not utilize any individual from a temporary service/agency or a student employee or an employee from another bargaining unit to replace a furloughed employee, unless the employee fails to report to work within seven calendar days of the date of a recall notice as specified in Subsection M, below.
- K. The College may choose to offer a furloughed employee the opportunity to temporarily transfer into an open position which has been determined necessary to fill. The employee may choose to remain on furlough over transfer with no repercussions. If the employee accepts the temporary transfer, the transfer shall not last longer than the furlough was to end. At the end of the transfer/furlough period, the employee shall be returned to his/her position or status prior to the transfer/furlough. If the College or the employee determines the transfer is not a fit, within 30 days of the transfer, the employee may return to furlough status. Time served in a temporary position shall not be used as part of the evaluation process for the employee.
- L. The College will continue healthcare benefits for those employees in benefits eligible positions who are placed on unpaid furlough for the duration of the unpaid furlough. The College will pay the employees' premium share.
 - 1. The continuation of health care under this Letter of Agreement shall only apply to those Specifically placed on an unpaid furlough under this letter of Agreement and not to those who have already been laid off or who are on other forms of leave, paid or unpaid.
 - 2. Employees shall not be required or permitted to use accrued leave time when placed on unpaid furlough. Employees placed on unpaid furlough shall maintain their leave time while on unpaid furlough.
 - 3. Employees placed on unpaid furlough will not have access to any payout payments

attributed to being laid off, including sick leave buyout payments, vacation, and PTO. Employees may access such payments if the furlough is turned into an indefinite layoff as specified in section T.3, below.

- M. Employees who elect to resign employment with the College during an unpaid furlough will be paid for vacation and PTO accruals as described in the applicable collective bargaining agreement as if they resigned from active employment.
- N. Employees who elect to retire from the College during an unpaid furlough will be paid for vacation and PTO accruals and sick leave payout (as described in the applicable collective bargaining agreement), as if they retired from active employment.
- O. Employees on an unpaid furlough will continue to accrue College and bargaining unit seniority towards tuition waivers. Employees and their eligible dependents may use their tuition waivers while on unpaid furlough.
- P. Employees on an unpaid furlough will not accrue any leave time, including vacation, PTO or sick leave.
- Q. Time on an unpaid furlough shall not be used against employees in future performance evaluations.
- R. The College shall have the right to recall an employee from an unpaid furlough. The College may recall an employee from furlough earlier than the duration (if known) that was previously provided to the employee. It is understood that the position to which an employee is recalled may involve different duties, hours, and supervision. A full-time employee on an unpaid furlough may be asked to perform work on a part-time basis during the furlough. The employee shall be paid for this work, and, if applicable, the College will continue to pay the employer and employee portion of said employee's health care while the employee works part-time.
- S. Where the employees being considered are equal with respect to the necessary qualifications (including but not limited to training, experience, skills, abilities, and availability), as determined by the College, is (are) capable of efficiently performing the required work, the College shall recall employees on the following basis:
 - 1. Employees with satisfactory records before Employees with unsatisfactory records. An employee shall not be considered unsatisfactory until the Employee's performance is determined to be unsatisfactory in an evaluation that was presented to or signed by, the employee at least one month prior to the start of the furlough.
 - 2. Non-Probationary Employees before probationary employees.
 - 3. Regular employees before temporary employees.
 - 4. When all other experience, skills, and abilities are equal, employees with greater

department service before employees with lesser department service.

5. The College may not make this selection for reasons that would constitute discrimination against any protected classification recognized by law or College policy, including those who have engaged in concerned protected activity under Michigan's Public Employment Relations Act.
- T. Recall notices shall be sent to the employee's address of record via mail courier or other suitable method and copied to the Association President.
1. The employee shall have seven calendar days from the date of the notice to report back for duty after recall or shall be deemed to have resigned. In exceptional cases, such as a serious health condition or caring for a family member with a serious health condition, the employee may request, in writing, an additional seven calendar days before reporting to work. Such requests must be submitted to Human Resources (HR-Support@lcc.edu) and their Administrative Supervisor, prior to the expiration of seven calendar day notice. The College may request documentation and shall have the right to refuse such a request, but a request shall not be refused for reasons that are arbitrary, capricious, or discriminatory. A refusal to timely respond to a recall notice shall also be deemed to be a resignation.
 2. Employees on unpaid furlough shall not be entitled to any recall rights under the applicable collective bargaining agreement, but may apply for open jobs as an internal candidate. Any recall rights shall be forfeited if the employee voluntarily accepts another position at the College.
 3. An unpaid furlough may be transformed into an indefinite layoff by the layoff notice being sent to the employee's address of record via mail courier or other suitable method, with a copy to the Association President. The effective date of the layoff will be the end of the month after the month of the date of the layoff notice.
- U. The compensation of all bargaining unit members shall be as follows:
1. Employee pay rates and salaries will be determined using the applicable compensation tables in their respective collective bargaining agreements (2020-2021 for ESP, and 2019-2020 for MAHE and PTCTU whose agreements were extended for one year) effective beginning December 28, 2020:

A one-time stipend will be paid by January 29, 2021, or as soon as administratively possible, to provide previously negotiated increases which were foregone as part of the letter of agreement negotiated for the 2021 fiscal year. For example:

Employee A is a full-time ESP 40-hour per week employee at Level 4/Step 8 with a current pay rate of \$19.77 per hour and a step increase due date of 7/1/2020:

- New rate of pay as of 12/28/2020 is \$20.76;
- One-time stipend is $\$20.76 - \$19.77 = \$.99/\text{hr} * 40 \text{ hrs per week} * 26 \text{ weeks} = \$1,029.60$

Employee B is a full-time ESP 40-hour per week employee at Level 6/Step 10 with a current pay rate of \$27.53 per hour and a step increase due date of 11/1/2020:

- New rate of pay as of 12/28/2020 is \$28.79;
- One-time stipend is:
 - $\$27.94 - \$27.53 = \$.41/\text{hr} * 40 \text{ hrs per week} * 26 \text{ weeks} = \429.47
 - $\$28.79 - \$27.94 = \$.84/\text{hr} * 40 \text{ hrs per week} * 8 \text{ weeks} = \269.58
 - Total stipend is $\$429.47 + \$269.58 = \$699.05$

Employee C is a full-time ESP 40-hour per week employee hired in 1989 and is currently at Level 4/Step 14 with a current pay rate of \$24.43 per hour and a step increase due date of 7/1/2020:

- New rate of pay as of 12/28/2020 is \$24.79;
- One-time stipend is:
 - $\$24.79 - \$24.43 = \$.36/\text{hr} * 40 \text{ hrs per week} * 26 \text{ weeks} = \374.40
 - Red-circle stipend is $\$1,800 - (\$374.40 * 2) = \$1,051.20$
 - Total stipend is $\$1,051.20 + \$374.40 = \$1,425.60$

Employee D is a part-time PTCTU 25-hour per week employee at Level T2/Step 6 with a current pay rate of \$13.46 per hour and a step increase due date of 10/1/2020:

- New pay rate as of 12/28/2020 is \$13.93;
- One-time stipend is $\$13.93 - \$13.46 = \$.47/\text{hr} * 25 \text{ hrs per week} * 13 \text{ weeks} = \152.75

Employee E is a full-time salaried Academic Advisor MAHE 40-hour per week employee at MD/Step 7 with a current salary of \$61,048 and a step increase due date of 9/1/2020:

- Salary as of 12/28/2020 is \$62,627;
- One-time stipend is $\$62,627 - \$61,048 = \$1,579/\text{yr} \div 12 \text{ months} * 4 \text{ months} = \526

Employee F is a full-time MAHE Teaching Faculty MD/Step 7 with a current salary of \$69,058 and who elects to defer pay over 26 pay dates with a step increase due date of 8/17/2020:

- Salary as of 12/28/2020 is \$70,676;
- One-time stipend is $\$70,676 - \$69,058 = \$1,618/\text{yr} \div 26 \text{ pay periods} * 9 \text{ pay periods} = \560

Employee G is a full-time MAHE Teaching Faculty MD/Step 13 with a current salary of \$78,766 and who elects to receive pay over 22 pay dates with a step increase due date of 8/17/2020:

- Salary as of 12/28/2020 is \$80,384;
- One-time stipend is $\$80,384 - \$78,766 = \$1,618/\text{yr} \div 22 \text{ pay periods} * 9 \text{ pay periods} = \662

2. Employees who had their approved Change in Status effective the beginning of the 2020 Fall semester frozen shall have their change in status implemented with the ratification of this LOA, to be paid with the stipends described in U. above. For example:

Employee H is a MAHE Adjunct Instructor Teaching Faculty MD/Step 2 with a current adjunct rate of \$51.00 and who was granted Change in Status to Adjunct Associate Professor MD/Step 1 effective 8/17/2020. Barbara has taught 10 credit hours of classes during the Fall 2020 semester:

- Adjunct Rate as of 12/28/2020 is \$58.25;
- One-time stipend is $\$58.25 - \$51.00 = \$7.25/\text{teaching contact hour} * 10 \text{ credit hrs} * 16\text{-week semester} = \$1,160$

- V. The parties agree they have fully negotiated the above terms, and the Associations will not pursue any grievance, arbitration demand, complaint, charge, or lawsuit, or challenge of any type raising issues addressed above. A grievance may be used for enforcement of the terms of this LOA.
- W. The College will not appeal a determination decision by the UIA regarding any non-fraudulent claim filed by an employee furloughed under this agreement.
- X. The parties agree they have fully negotiated and satisfied any obligation to bargain over this LOA.
- Y. If the Federal or State government enacts any law after the execution of this agreement which impacts the terms of the Letter of Agreement, the parties will meet and discuss the effects.
- Z. The parties agree the terms of this agreement are unique to the situation presented by the

global coronavirus/COVID-19 pandemic and shall not set any form of precedent in any other matter.

Signatures:

James Mitchell

James Mitchell
Executive Director, Human Resources

1/4/2021

Date

Lori Willett

Lori Willett
Director, Labor Relations and Organizational Development

11.18.2020

Date

Mary Stroebel

Mary Stroebel
Director, Total Compensation, Employment, HR Systems

1/4/2021

Date

Eva Menefee

Eva Menefee
President, MAHE

11/18/2020

Date

Garrett Marushia-Laurain

Garrett Marushia-Laurain
President, ESP

12/3/2020

Date

Jeffrey Wilson

Jeffrey Wilson
President, PTCTU

12/22/2020

Date