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Jackson Community College
BOARD OF TRUSTEES

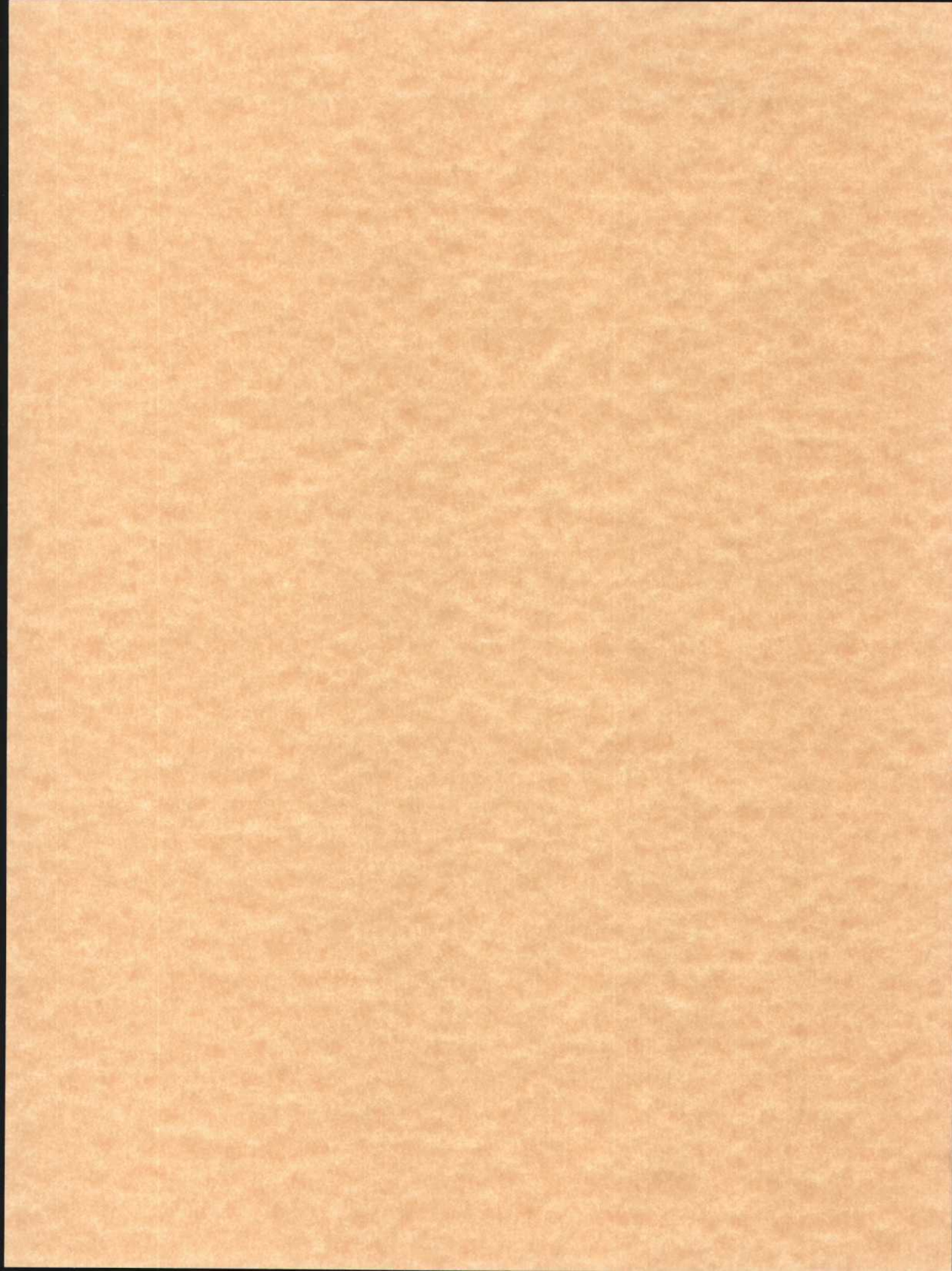
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Jackson Community College
Michigan Education Support Personnel Association

Jackson Community College

AGREEMENT

July 1, 1996 to June 30, 1998



ARTICLE I

AGREEMENT

This Agreement entered into this 10th day of June, 1996, by and between THE BOARD OF TRUSTEES OF THE JACKSON COMMUNITY COLLEGE (hereafter called the Board or Employer) and the JACKSON COMMUNITY COLLEGE - MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (JCC-MESPA), JCEA/MEA/NEA, (hereinafter called the Association) for the Master Agreement in effect July 1, 1996 through June 30, 1998.

ARTICLE II
RECOGNITION

A. The Jackson Community College hereby recognizes the Jackson Community College - Michigan Educational Support Personnel Association (JCC-MESPA), MCEA, MEA/NEA, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq; MSA 17.455 (1) et seq., (PERA), for all full time and regular part time classified and technical personnel; excluding the secretaries to the President, Assistant to the President, Director of Human Resources; supervisors, and all other employees, (MERC Case No. R84 C-116). Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

1. Full-Time Employees: A bargaining unit member whose contract is for a minimum of thirty (30) hours per week and for a minimum of twelve (12) consecutive weeks.
2. Part-Time: A bargaining unit member whose contract is for twenty-nine (29) hours or less per week and/or does not meet the twelve (12) consecutive weeks standard.
3. Probationary Contract Employees: A bargaining unit member who is employed to fill a full- or part-time position shall, for a period of ninety (90) calendar days, be a probationary contract employee.

During the probationary period, probationary contract employees shall come under all of the terms and conditions of this agreement except access to the grievance procedure in the case of disciplinary action or dismissal for other than JCC/MESPA activity.

4. Temporary Employees: Temporary employees are employed to temporarily replace bargaining unit members on paid or unpaid leaves of absence or employed for brief period of time to supplement existing staff during peak work periods.
 - a. Temporary employees may be assigned duties on a full or part-time basis but are not part or full-time employees as defined in Article II of this agreement.
 - b. Temporary full-time employees are not eligible for the fringe benefit package for the first ninety (90) calendar

days of employment. Temporary employees working thirty (30) hours a week or more become eligible for fringe benefits on the 91st day of employment.

ARTICLE III

MANAGEMENT RIGHTS

- A. Except as limited by a provision of this Agreement, the Board shall continue to have the right to take any action it deems appropriate in the management of its operations, and the direction of the work force in accordance with its judgment. All inherent and common law management functions and prerogatives, which the Board has not modified or restricted by a provision of this Agreement, remain vested in the Board.
- B. The Board reserves the right, in accordance with its judgment, to reprimand, suspend, discharge or otherwise discipline employees; to hire, promote, rehire, demote, transfer, layoff and recall employees to work, to maintain the efficiency of employees, close down operations or any part thereof, or expand, reduce, alter, transfer, assign or cease any operation, to regulate the use of and operation of equipment and property of the Board, to schedule work, to assign work, to determine the size and composition of the work force, to make or change rules, policies and practices not in conflict with the provisions of this Agreement; to introduce new and improved techniques, methods, materials and equipment, and otherwise generally manage the operations and work force and establish terms and conditions of employment, except as modified and restricted by this Agreement.
- C. The Board not exercising any management rights hereby reserved to it, or exercising any management rights hereby reserved to it in any particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE IV

PURPOSE

- A. The parties agree that the Board is engaged in furnishing an essential public service, vital to the health, safety, comfort and general well-being of the specific population that it serves. Both parties to this Agreement recognize the mutual responsibility they have to the public which they serve, and have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between the Employer and the Association, bearing in mind that all interpretations of this Agreement shall be based upon the fulfillment of the mission the Employer has stated herein. It is the intent of this document to establish an orderly relationship between the Board and the Association so that the service to the public shall be on an efficient, uninterrupted and economical basis.
- B. This Agreement is negotiated pursuant to Public Employment Relations Act as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit as defined above.
- C. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members and the Association. The Employer and the Association further recognize the mutual benefit of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- D. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by the written mutual consent of the parties or expiration of the Agreement. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with the provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE V

INDIVIDUAL CONTRACTS

- A. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE VI

ASSOCIATION AND MEMBER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every eligible employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of the United States; that it will not discriminate against any employee with respect to any term or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

The Association agrees to be bound by the same applicable laws.

- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other laws and regulations as they apply to the community college. The rights granted to employees in this Agreement are in addition to those provided elsewhere.

C. Use of Facilities

1. To the extent that the same is required by Law and common courtesy, the Employer shall permit the Association and its representatives to use the facilities of the Employer upon timely request by the Association. Facilities shall mean buildings, offices, equipment, supplies, or any other tangible or intangible property owned by the Employer. The utilization of such facilities shall be in the discretion of the Employer and the denial of any request for the utilization of any such facilities shall not be cause for any grievance hereunder, it being understood that the use of such facilities, upon request, shall not be unreasonably withheld.
2. It is further understood that the Association shall indemnify the Employer for any loss or damage, other than reasonable wear and tear, when any such facilities are utilized pursuant to the above paragraph and shall hold the Employee harmless from any claim for damage or liability in connection therewith.

Article VI (continued)

- D. Duly authorized representatives of the Association (officers of the local Association and the area representative) shall be permitted to transact official Association business on College property, provided they shall have first notified the appropriate employer representative. Such official business shall not interfere with nor interrupt College operations.
- E. Bulletin boards and other established media of communication shall be made available to the Association for official business. This shall not require the construction nor placement of additional bulletin boards. This right shall not be used as a means of personal attack on the members of the Board of Trustees or members of the staff.

The Board agrees to make available a room in one of the college buildings suitable for use as an Association office, and duly authorized representatives of the Association shall be permitted to transact official Association business on college property, but this shall not interfere with nor interrupt college operations. The Association agrees to pay the cost of installing and maintaining private telephone service.

- F. The Board shall furnish to the President of the Association, or his/her designee, information relevant to collective bargaining or to the processing of a grievance.
- G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, national origin, age, sex, marital status, or political affiliation.
- H. The Employer will not aid or assist in the organization of a competing labor organization.
- I. The Employer shall grant the Association fifteen (15) days of paid leave of absence each year for the use of its representatives to conduct Association business or to participate in governance, training or related activities of the Association. The Employer will be notified at least two (2) days in advance of the use of any such day or days. Notification shall be through the President of the Association to the office of such designated administrative official as the Employer may choose. The Association agrees that such days shall not be used in connection with job action activities of other associations.
- J. No employee shall engage in any conduct or activity, whether on or off-duty, which would reflect unfavorably upon or discredit the College. Except as qualified herein, the private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board.

Article VI (continued)

- K. Each bargaining unit member shall have the right to review the contents of the personnel file that has been developed concerning the individual's employment by the College. A representative of the Association may be requested to accompany the employee in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

- L. No material, including but not limited to, student or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be promptly called to the member's attention if such complaint is to be made a part of the member's personnel file or a matter of written record. Complaints shall include names of the complainants, the specific nature of the complaint, administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material; such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Disciplinary notices and/or reprimands more than two (2) years old that do not illustrate repeated infractions will be removed from the bargaining unit member's personnel file at his/her request. The parties further agree that removal of material from the employee's file shall not bar use of the historical information in establishing a record of repeated or similar behavior. New instances of repeated behavior will be processed through adopted channels of discipline or grievance procedures unless adjudged to be of such a nature to require deviation. (Relates to the grossness of the offense).

- M. Association members have the right to perform their work free from harassment, assaults, batteries and other outrageous conduct from students, other employees or members of the general public on the property of the Employer. Any incidents of the forenamed activity shall be reported to the employee's immediate supervisor, as soon as the same can be reasonably done. The Employer agrees to render reasonable assistance to the adversely affected employee and to take such action as it deems appropriate with respect to the perpetrator of such activity and to inform the Association and the employee of its action therewith.

Article VI (continued)

- O. No bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in compensation or occupational advantage, discharge, or other actions of a disciplinary nature. Any such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
- N. The Employer reserves the right to make and promulgate such rules, regulations and directions as it deems appropriate in keeping with the fulfillment of its charter and purpose. Bargaining unit members shall comply with these rules, regulations and directions. Any employee or group of employees adversely affected by such rules, regulations and directions, may challenge same through the grievance procedure. No employee shall be required to comply with any rule, regulation or direction which place the employee in imminent danger to his/her well being.
- P. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
1. In order to insure that the employee is aware of the work related difficulties the College will employ a system of progressive discipline except in the cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.
 2. Normally, a written warning will be issued to the employee, with a copy placed in the employee's personnel file for a first infraction of work rules.
 3. The second infraction may result in a second disciplinary step such as a formal reprimand with a copy to the employee's personnel file, a suspension from work without pay or other action as may be appropriate to the infraction.
 4. Continued infractions of work rules may be considered sufficient cause for dismissal.

ARTICLE VII

GRIEVANCE PROCEDURE

- A.
1. Definition - A claim or complaint, by a bargaining unit member, group of bargaining unit members or the Association, that there has been a violation, misinterpretation, or misapplication of any of the provisions of this agreement. Also, any disciplinary action based upon any established practice, rule, order, policy, or regulation adversely affecting bargaining unit members may be processed as a grievance, as hereinafter provided.
 2. Time Period - To be valid a grievance must be filed, at the Formal Level 1, within twenty-eight (28) calendar days from the time the grievant became aware or should have been aware of the event which gave rise to the alleged grievance.
 3. Extension of Time Periods - Time periods may be extended by mutual agreement by the parties.
- B. Hearing Levels
1. Informal Level - When any bargaining unit member is aggrieved, as defined above, the affected bargaining unit member or members shall request a meeting with his or her immediate supervisor in an effort to resolve the complaint. The Association may be notified by the bargaining unit member and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the disposition of the grievance, he or she may formalize the complaint in writing, as is set forth in Formal Level 1 following.
 2. Formal Level 1 - If a grievance is not resolved, as provided at the Informal Level, the grievance may be formalized in writing (within the original twenty-eight (28) calendar day time frame) upon a form, as set forth in Appendix E in the Addendum to this Agreement. A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within seven (7) calendar days of receipt of the grievance, render a written decision. A copy of the decision shall forthwith be delivered to the Grievant and to the Association.

Article VI (continued)

- C. Any dispute not resolved under the Grievance Procedure as set forth in this Agreement may be alternately resolved under the following terms and conditions. The parties agree that within thirty (30) calendar days from the date hereof they shall meet and mutually select three (3) parties who will serve as Mediators of any disputes arising hereunder. Said Mediators shall, by qualification, be members then on the panels of either the Michigan Employment Relations Panel of Arbitrators, the American Arbitration Association, the Federal Mediation Panel of Arbitrators, or the Society of Professionals in Dispute Resolution Arbitrators.
- D. The names of such parties shall then be drawn from lots and once drawn shall not be utilized for dispute resolution until the remaining two members have been utilized, except by mutual agreement of the parties. The Mediator shall then hear any and all evidence offered by either party to the dispute in a hearing conducted in accordance with the rules of expedited arbitration as published by the American Arbitration Association. The Mediator shall then make a recommendation or recommendations, as the case may be, to the parties for the resolution of the dispute. The Mediator's recommendation must be made within the confines of the Collective bargaining Agreement, however, the Mediator shall have the authority to recommend resolutions beyond the exact terms of the Agreement, as alternate resolutions, and under such terms and conditions as the Mediator shall deem to be in pursuance of the spirit and intent of the Collective Bargaining Agreement and in pursuance of good industrial relations.
- E. The parties shall have seven (7) days from the receipt of the Mediator's recommendation or recommendations to accept or reject the same, or to accept in part the same, and the parties shall then meet in an effort to resolve the dispute. If such recommendations are dispositive of the matter, the matter shall then be deemed resolved, however, at all times any resolution achieved in this manner shall, (1) not set any precedent with respect to the interpretation of the Agreement or other precedent whatsoever, unless mutually agreed between the parties, (2) such disposition shall not be utilized or alluded to in any way, form, or manner, in any subsequent hearings, nor shall the same be dispositive of any other pending matters or future matters, except as the same sets forth a consistent interpretation of the Collective Bargaining Agreement.
- F. If the recommendations are not dispositive of the issues, then either party shall have the right to take such action as they deem appropriate in any manner authorized by law, including but not limited to, charges filed with the Michigan Employment Relations Commission, charges filed with any of the Courts of this State, or Courts of this nation, or any other such forums having jurisdiction over the parties hereto.
- G. Costs of the mediator service shall be shared equally by the parties.

ARTICLE VIII

CONTINUITY OF OPERATIONS

- A. 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. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act.

- B. The Employer and the Association agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Employer also agrees that it will not lockout any bargaining unit member during the term of this Agreement or during any period which a successor Agreement is being negotiated by the parties.

ARTICLE IX

SUB-CONTRACTING/PRIVATIZATION

A. Sub-Contracting

For purposes of this agreement the term sub-contracting is used to refer to the short-term, intermittent or temporary use of staffing sources outside the bargaining unit.

1. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this Agreement, without the prior written agreement of the Association.
2. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
3. The Employer will not sub-contract work unless:
 - a. Association members do not possess the skills to perform the work as reasonably specified.
 - b. The manpower, equipment and capacity of the Employer to perform the work, as reasonably specified, with Association members is not available.
 - c. The work involves a visiting or performing group which, by contract, requires the use of other unionized employees or employees of the group.
 - d. The work involves physical plant activities at any of the extension center campuses (Lenawee, Hillsdale, Downtown Jackson).

Article IX (continued)

4. The parties mutually recognize the Employer's right to introduce new technology and techniques into the workplace. Any displacement or layoff of personnel caused by same shall be handled pursuant to the layoff and recall provisions of this agreement.

B. Privatization

For purposes of this agreement the term privatization will refer to the sale, lease or operational agreement of all or a portion of a unit to an individual, agency, group or company outside of the College on a long-term continuous basis.

Whenever the Board/College/Administration determines that privatization of any activity (e.g., work group, unit, department, division) of the College is to be considered, the following policies/procedures shall apply:

1. The Association will be notified not less than ninety (90) days prior to the announced decision date.
2. A joint Administration/Association team will be formed to consider all aspects of a possible recommendation to privatize. The team will:
 - a. Review all available data and information that prompted consideration of privatization (e.g., bids from outside vendors).
 - b. Collect additional data/information as needed.
 - c. Study alternatives to privatization such as reorganization, phasing down of staffing levels or other restructuring of the effected department/division.
 - d. Provide a recommendation to the President.
3. The team would be composed of five (5) members.
 - a. The Administration would appoint one (1) administrator to the team. The administrator or designee would represent the area selected/considered for the privatization.

Article IX (continued)

- b. The Association will appoint one (1) team member.
 - c. The Classified/Technician staff in the effected area will select one (1) team member from their work group.
 - d. Two (2) other team members will be selected. These additional members will be selected from employees of JCC. The Association and the Administration will each submit a list of five (5) people. The Association representative and the Administration representative will select two (2) people from the ten (10) submitted. Should agreement fail to be reached then each party selects one (1) representative.
 - e. The team will have a facilitator. The facilitator will not have a vote. A list of three (3) names will be submitted by the Administration to the team. The team will select one of the three (3). Should the team fail to reach consensus on the selection the Administration will select one of the three (3).
4. The team will use the tools and methods of the continuous improvement process utilized at the College. Appropriate training will be provided, as needed.
 5. The team will make their final recommendation not less than fourteen (14) calendar days prior to the decision date in B.1., above. Should the team fail to reach consensus, a majority and minority report may be submitted to the President.
 6. The President will transmit the recommendation(s) to the Board of Trustees. The Board's final decision shall be binding on all parties and not grievable.
 7. Any action pursuant to the above process that effects the continued employment or working conditions of any bargaining unit member shall be subject to the provisions of this agreement. Efforts will be made to reconfigure staffing assignments so as to preclude layoff of any bargaining unit member.

Article IX (continued)

8. Any waivers to this agreement proposed through the above process shall require a written agreement by the Association and the Board.
9. No work group alone will be subject to the above process more than once in any twenty-four (24) month period.

ARTICLE X

PAYROLL DEDUCTIONS

A. Maintenance of Membership

Any bargaining unit member who, is a member as of May 13, 1986, or who becomes a member thereafter, shall, as a condition of employment, be required to maintain membership in the Association (including Local, State and National dues) provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

B. Bargaining unit members may, at any time, sign and deliver to the Payroll Office and the Treasurer of the Association, an assignment authorizing deduction of continuing membership for professional dues. The bargaining unit member may resign membership in the association only from August 24 to August 30 each year by providing a written resignation to the Association President with a copy to the Human Resources Office, to terminate payroll deduction of dues, if applicable.

C. The Association in all cases of discharge for violation of this article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected.

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

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appeal levels.

Article X (continued)

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

- E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Pursuant to such authorization, the Employer shall deduct one-twenty (1/20) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- F. Payroll deductions are also authorized for United Way, U.S. Government Saving Bonds, Group Insurance Premiums, Insurance Premiums, and any other deductions which may be mutually agreed upon. Electronic payroll deposits are made to most banks and credit unions.
- G. Wage reductions are authorized for tax-sheltered annuities.

ARTICLE XI

NEGOTIATIONS PROCEDURE

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its duration as set forth herein. It is likewise contemplated that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.
- B. Representatives of the Employer and the Association's bargaining committee will meet at reasonable times for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure and the party requesting the meeting shall inform the other of agenda items. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified Articles.
- C. Negotiations between the parties on a successor Agreement shall begin in a timely fashion after notice of intent to bargain and pursuant to statute. When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed by the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association twenty-five (25) copies of the Agreement.

ARTICLE XII

LEAVES OF ABSENCE

A. Vacation

1. Any full-time employee shall be allowed vacation leave with pay at the rate of five (5) work days for the first six (6) months of full-time service and, thereafter, at the rate of ten (10) work days for each year. Five (5) days vacation will be added to the employees' accumulated total number of vacation days on December 31 and June 30, or a proration of the five (5) days in the case of new employees. Each employee who has completed four (4) years of continuous service shall be allowed fifteen (15) work days of vacation leave credit and those with eight (8) years of service shall be allowed twenty (20) work days of vacation.
2. Vacation credit shall not normally be accumulated in excess of ten (10) work days at any one time. Vacation leave shall not be granted in excess of vacation credit earned without administrative approval. Additional days without pay may be taken with supervisor approval.
3. Vacation shall be scheduled with particular regard to seniority of employees, in accordance with operating requirements and, insofar as possible, according to the desires of the employees. For determining when an employee becomes eligible for fifteen (15) or twenty (20) days vacation, the anniversary date of hire will be used.
4. The administrative supervisor shall be the final authority for approval of all vacation schedules based upon the factors set forth in section 3 above.
5. Vacation credit shall not be earned during disability absences of more than thirty (30) calendar days.

B. Personal and Family Illness

1. Each full-time bargaining unit member shall earn sick days at the rate of eight (8) days annually. The unused portion of such allowance shall accumulate and will be applied to the employee's short term disability bank. If an employee has exhausted his/her annual sick leave allowance, days may be used from the employee's short-term bank for his/her own illness, if a statement is submitted from a Licensed Medical Practitioner.

Article XII (continued)

2. When temporary disabilities require the employee to miss work for a period of three (3) days, or more, (illness, accident, pregnancy, etc.) a statement from a Licensed Medical Practitioner will be required. The statement will include the beginning date of the disability and the date the Licensed Medical Practitioner expects to release the employee to return to work. Prior to returning to work, the employee must provide a statement from the Licensed Medical Practitioner releasing the employee to return to work. The statement shall be in the form as displayed in Appendix F or similar form provided by the physician's office.
3. "Family" shall be defined as spouse and dependents as defined by the IRS.
4. Sick leave shall not be earned during disability absences of more than thirty (30) calendar days.

C. Short-Term Disabilities

Days for this purpose are calendar days.

1. Short-Term Disability Bank - Up to Thirty (30) Calendar Days
Use of any days from the short term bank require a statement from a Licensed Medical Practitioner and are only for the employee's illness.

During the first thirty (30) calendar days of a disability the employee must first utilize any remaining annual sick days and then days from their short term disability bank. If the employee does not have sufficient days they may utilize available leave in the following order, first personal then vacation leave days (leave days will be applied as work, not calendar days). If the employee elects not to utilize leave days and/or after all leave days are exhausted the balance of the first thirty (30) calendar days will be leave without pay.

Note: When holiday(s) occur during the employee's first thirty (30) days of a disability, the holiday will be counted in the calendar calculation. If the employee is utilizing any type of leave (personal, vacation or sick) during a week that a holiday occurs the employee will not be charged leave day(s) for the holiday(s).

- a. Start up allowance -- Short-Term Disability Bank
All new employees will start with thirty (30) days in their short term disability bank.

Article XII (continued)

- b. This bank may accumulate without limit but may only be utilized as defined above.

2. Thirty-one (31) through Ninety (90) days

Pay will be continued or resume at 85% for the second thirty (30) days and at 75% for the third thirty (30) days.

3. Illness Beyond Ninety (90) Days

Total or permanent disability beyond ninety (90) calendar days will come under the provisions of the long-term disability insurance program set forth elsewhere in this Agreement.

- D. The Employer reserves the right to confirm the employees' long or repeated care with the physician and to request that the employee undergo a physical examination by a second physician, at college expense. The Employer will select five physicians and the employee may schedule an appointment with the physician of their choice from the list of five.

E. Bereavement

The College will grant up to twenty-four (24) hours per year off with pay for bereavement(s). An employee may be required to submit documentation.

F. Personal Leave

An employee may, without loss of pay, receive up to sixteen (16) hours to meet necessary emergency business or other personal commitments (including but not limited to medical, dental and legal appointments) occurring on work days. Requests for such leaves, when known in advance, shall be presented to the supervisor one (1) week prior to the requested time off. In emergency situations the employee may speak directly with the supervisor on duty at the time of said request. Leave forms are available in the Human Resources Office. An employee may be requested to submit documentation.

- G. At termination of employment and/or retirement no compensation (payoff) will be provided for unused personal, bereavement, sick leave or days accumulated in the employees' short-term disability bank.

Article XII (continued)

H. Special Leave

1. In addition to leaves authorized above, an employee may request to be absent without pay for personal reasons by giving notice to the supervisor, and the Human Resources Office, at least a week in advance of the leave. A form for this purpose is available in the Human Resources Office. Final authority for approval and length of special leave shall rest with the Director of Human Resources upon recommendation of the administrative supervisor.
2. Seniority shall not accrue for unpaid leaves beyond six months. Vacation and Sick Leave shall not be earned during unpaid leaves of more than thirty (30) days.
3. During the first six months the employer retains the right to fill the position with temporary personnel, contracted personnel or in any other fashion. If the leave is approved for longer than six months or is extended beyond six months by request, the employer may post and fill the vacancy.
4. Return from an unpaid leave shall be to the employee's previous position if the leave is six (6) months or less. If the duration of an unpaid leave is longer than six (6) months, the employee must declare the intent to return to work not later than 365 days after the first date of the initial leave. Following the declaration of intent, the employee will be returned to the first available vacancy for which he/she is qualified, but the "first available vacancy status" will be limited to not more than 365 days beyond the date of the declaration of intent to return to work.

I. Jury Duty or Trial Witness

1. Employees will be allowed time off, with pay, for days spent in jury service or as a trial witness. Employees who are excused from jury duty for one-half (1/2) day or more shall report to the College for regularly assigned duties. Compensation, other than expenses for jury duty shall be remitted to the General Fund of the College.
2. An employee shall notify the supervisor and the Human Resources Office at the time he/she receives notice to appear for examination for jury duty and when he/she receives a summons for service on the jury.

Article XII (continued)

J. Military Leave

Any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to Military Leave without pay. College service will be recorded during these periods. These benefits can only be maintained if the employee reports back within three (3) months after date of discharge.

K. Child Care Leave

1. Non-paid child care and/or adoption care leaves of up to six (6) months shall be granted to employees upon request. Seniority shall accrue for the initial leave of absence. The employer retains the right to fill the position with temporary personnel, contracted personnel or in any other fashion during the six month leave period.
2. Said leaves shall be renewed for six (6) months at the request of the employee. Seniority shall not accrue for renewals. Vacation and sick leave shall not be earned after the first thirty (30) days of the unpaid leave.
3. Return from a child care/adoption care leave shall be to the employee's previous position if the leave is six (6) months or less. If the duration of a child care/adoption care leave is extended longer than six (6) months by renewal, the employee must declare the intent to return to work not later than 365 days after the first date of the initial leave. Following the declaration of intent, the employee will be returned to the first available vacancy for which he/she is qualified, but the "first available vacancy status" will be limited to not more than 365 days beyond the date of the declaration of intent to return to work.

L. Absence Reports

Employees finding it necessary to be absent from work are to notify their immediate supervisor, or a designee, on a daily basis unless under long-term physician's care in which case a notice from the physician will be required.

M. Medical Examinations

At the request of the President, any employee shall receive a physical examination by a physician, selected by the College, from a list approved by the employee, covering any condition which interferes seriously with the employee's performance of duties. The cost of such an examination shall be borne by the College.

Article XII (continued)

N. Abuses of Benefits

The employer and association recognize abuses of personal illness leave or other leaves, chronic tardiness or absence, deficiencies in performance or violations of discipline reflect adversely upon, and create undesirable conditions in the College, and will individually and jointly work toward correcting such abuses if they occur.

ARTICLE XIII

WORK DAY - WORK WEEK

- A. The work week for bargaining unit members shall vary according to the needs of the college.
- B. Bargaining unit members shall generally be scheduled to work an eight (8) hour day exclusive of a sixty (60) minute meal break.
 - 1. Employees required to work split shift schedules shall be considered to be on meal break during the non-work hours. See split shift provisions in Article XX, A.
 - 2. The minimum call-in for emergency situations shall be two (2) hours for pay purposes.
- C.
 - 1. All bargaining unit members will be entitled to two (2) fifteen (15) minute relief times each day provided that bargaining unit members working less than the normal work day will receive one (1) fifteen (15) minute relief time period for each four (4) hours worked and an additional fifteen (15) minute relief period for any major fraction of four (4) hours worked beyond the first four (4) hour period. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief period for every two (2) hours worked.
 - 2. Employees are expected to use meal breaks and relief times. No compensatory time, vacation time or other time-off can be accumulated by skipping the meal breaks or relief times unless authorized in advance by the supervisor.
- D. Overtime shall be divided among bargaining unit members within each department as follows:

Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest seniority. If all bargaining unit members within the affected department refuse the overtime, the bargaining unit member with the least seniority, who is qualified to perform the work, may then be required by the Employer to perform the overtime work.
- E. Substitutes may be used to perform bargaining unit work during absences by regular bargaining unit members or when an unfilled vacancy exists.

Article XIII (continued)

- F. Nothing in this agreement shall require the employer to keep offices/buildings open in the event of inclement weather or when otherwise prevented by an act of God, or an event that causes the closing of the college. The method of notification of college closing is not subject to the grievance procedure.
1. When the college is closed to students, bargaining unit members may be required to report to work at a later hour. It shall be the responsibility of the bargaining unit member to confirm work hours, under these conditions, and report to work as scheduled.
 - a. Employees on vacation or taking compensatory time will be recorded as having taken the time as originally planned. Closing of the college or cancellation of classes will not alter their circumstances.
 - b. Employees deciding on their own not to come to work will be given the following alternatives for the absence:
 1. Use vacation time, if any time remains.
 2. Use compensatory time, if any time remains.
 3. Take time off without pay.
 2. Bargaining unit members required to report to work due to emergencies such as snow removal, heating system repair, etc., when other bargaining unit members are not scheduled to work, shall be compensated at one and one-half (1 1/2) times their regular rate of pay.
- G. Reasonable time may be allowed for employees to take courses or training activities provided a full work week schedule can be maintained. Supervisory approval is required for the activities and for flex time work schedules.
- H. Work schedules are subject to change by action of the college. All overtime shall be governed by the overtime provision of this agreement. Nothing in this Agreement shall act as or provide a guarantee of work be it hours, days or weeks.
- I. Summer hours, shall be in effect from the third Monday in May through the Friday immediately preceding the week in which evening registration begins. Full time classified/technical employees will be required to work 37.5 hours per week during this time.

ARTICLE XIV

WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under life-threatening situations or situations threatening to the life of others.
- B. A bargaining unit member shall be responsible to one principle supervisor as stated in the position description.
- C. The Employer shall provide adequate safety equipment, including first aid kits, where appropriate. Employees whose work require them to be in contact with heavy oils, grease and/or corrosive substances and those employees required to work out of doors, shall be provided protective clothing appropriate to their work situation. The College shall be responsible for the maintenance of such protective clothing, such as Parkas, coveralls, printers smocks or aprons, or lab coats.

All clothing shall remain on campus and is not considered employees' personal property.

- D. Bargaining unit members who use their personal vehicle in the course of the discharge of their normal duties will be compensated at the rate recognized by the Internal Revenue Service Code.

ARTICLE XV

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as a newly created position within the bargaining unit certification or a position which the administration has determined shall be filled.
- B. All vacancies shall be posted in a conspicuous place for a period of not less than fourteen (14) days and circulated, generally, through campus mail. Said postings shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Classification
 - 7. Minimum requirements
- C. Interested bargaining unit members may apply in writing to the College official designated on the posting, within the posting period.
- D. Vacancies shall be filled by the senior qualified applicant.
- E. Within fourteen (14) days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a twenty eight (28) day trial in which to show his/her ability to perform the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- G. Any employee aggrieved/injured by an involuntary transfer may challenge such transfer through the grievance procedure.
- H. Bargaining unit members shall not be placed at or on a lower wage rate due to involuntary transfers.

Article XV (continued)

- I. Upon written authorization by the administrative supervisor, any bargaining unit member who temporarily assumes the duties of another bargaining unit member (whose position is at a higher grade or class level) or assumes supervisory responsibilities will be paid an additional five (5) percent of his/her base salary (excluding longevity pay). A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.

ARTICLE XVI

QUALIFICATIONS

- A. "Qualified", for the purposes of this agreement, shall mean the bargaining unit member meets or exceeds the minimum qualifications and has the abilities (skills) as set forth in the job description for the position. Qualifications also includes the demonstrated responsibility to perform the job.
- B. "Skills" includes the individual's knowledge together with his/her physical, mental and technical ability as it relates to a particular job.
- C. "Responsibility" includes such items as the employee's work record and his/her attendance, punctuality and ability to cooperate.
- D. "Knowledge" includes not only education and training, but also practical experience.
- E. Prior to entering into any contract of employment with any employee, the College will inform such persons of the Collective Bargaining Agreement and the Manuals appropriate to the area of employment being contracted.
- F. All employees will be given an opportunity to submit, on a form prepared by the employer, a career path with desired goals within the framework of the institution.

Employees not submitting a career path plan will be considered as having waived training opportunities which occur, become available or may be offered.
- G. When an opportunity exists for training, whether academic, on the job, or otherwise, employees who have signified a desire for such training or such opportunity will be offered such opportunities on the basis of their seniority within their career path.
- H. If an employee is offered an opportunity for training and rejects same, such rejection and the reasons for rejection shall be noted in the employee's career path file. Likewise, if the employee accepts training opportunities, that will be recorded in the employee's career path file together with grades, certificates and other indicators of completion of such training.
- I. The employer shall offer training as it determines in accordance with its needs, provided that the employer may request the input of employees and will consider proposals for training. The employer may require confirmation of attendance and an evaluation of the training.

ARTICLE XVII

SENIORITY

- A. Seniority shall be defined as the length of service with the college in a position now covered by this bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day of their last hire into a position covered by this bargaining unit. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the earlier letter of acceptance, if available, absent letter(s) of acceptance, position on the seniority list shall be determined by drawing lots.
- B. Part-time bargaining unit members shall accrue seniority on a pro-rata basis. 1820 hours worked equals one (1) year seniority. Part-time employees hired prior to July 1, 1994 shall retain all seniority accrued prior to July 1, 1994. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
 - 1. Custodial (Clean, Building Maintenance, Events Teams)
 - 2. Physical Plant Maintenance
 - 3. Clerical/Secretarial
 - 4. Technical
 - 5. Grounds
- D. The Employer shall prepare, maintain and post the seniority list(s). Separate seniority lists shall be maintained for full-time and part-time employees. Seniority lists shall be prepared and posted conspicuously in all buildings of the Employer. Seniority lists will be updated and revised quarterly on July 1, October 1, January 1 and April 1. Revised lists will be posted by August 1 and February 1 each year. A copy of the revised seniority lists shall be furnished to the Association.
- E. State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.
- F. Seniority shall be lost by a bargaining unit member upon termination, job abandonment, failure to return from layoff within a reasonable time, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XVIII

LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in the work force beyond normal attrition due to financial exigency, a change in job methods, technology, or organization of the College.
- B. No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fourteen (14) days prior to the effective date of the layoff. In the event of a reduction in work force, the Employer shall first terminate or lay off probationary bargaining unit members, then lay off the bargaining unit members with the least seniority in the area or jobs to be reduced or eliminated. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified (Article XVI) for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to a reduction in the work force or who have been affected by a lay off/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified and which is held by a less senior bargaining unit member.
- C. In the event of a layoff, the Employer and the Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the Agreement including the bargaining unit member's right to be recalled from such layoff.

Article XVIII (continued)

D. If such an agreement is reached, the following forms shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for the purpose of the Jackson Community College impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off.

Date _____

Signature _____

Bargaining Unit Member

Date _____

Signature _____

Association Representative

Date _____

Signature _____

Employer Representative

E. There shall be no reduction in an individual bargaining unit member's work hours without fourteen (14) calendar days notice. A bargaining unit member with greater seniority may use same to maintain his/her work schedule by displacing the bargaining unit member with the least seniority, provided the employee is qualified pursuant to Article XVI. This paragraph shall only be applicable in individual hour reduction cases.

F. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on a list of employees, who may be used to substitute according to his/her seniority where qualified. Laid off bargaining unit members may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rates premium for such benefits to the Employer after the first thirty (30) days of such layoff, during which time all fringe benefits will be continued by the Employer

Article XVIII (continued)

- G. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.
 - 1. Notice of recall to a laid off bargaining unit member shall be accomplished by mailing such notice of recall to the laid off members address as the same noted in such employees personnel record. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address.
 - 2. Such notice shall recite the date and time when the recalled employee shall report to work, and shall be sent registered or certified mail, postage fully pre- paid, with a copy to the union by regular mail. Not less than two (2) telephone contacts shall be attempted with such employee within two (2) days of the mailing of the notice.
 - 3. Such notice shall be mailed not less than fourteen (14) calendar days prior to the date for reporting. Any employee who does not report on the reporting date shall be determined to have voluntarily quit.
- H. The employer may fill a position on a temporary basis until the recalled bargaining unit members reporting date. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.
- I. A laid off bargaining unit member's name shall be removed from the recall list and his/her seniority terminated when his/her time on layoff exceeds his/her time at work or thirty-six (36) months from the date of layoff whichever is later, to a limit of thirty-six (36) months.

ARTICLE XIX

JOB DESCRIPTION AND CLASSIFICATION

- A. The Association and the Employer hereby agree that the job descriptions developed for each classification are those in effect on or before September 1, 1987. A copy of the descriptions shall be distributed to each bargaining unit members, for his/her current position held, and to all new bargaining unit members, for the position into which they are hired, by the College.
- B. Copies of the descriptions shall be maintained in a file by the Employer, in the Office of the Director of Human Resources, and shall be available for review by any bargaining unit member upon request, with copies provided upon request.
- C. No evaluation or changes of position descriptions, (new or those in effect September 1, 1987), shall occur without knowledge and input from the Association through the Association's President and Vice-President or designees. The Director of Human Resources shall allow such input of the Association to occur in a meeting convened for this purpose.

The Director of Human Resources shall place new position descriptions on the salary schedule temporarily until an evaluation is scheduled within two (2) months.

- D. Job Descriptions shall be subject to review at the time of employee's annual performance review.
- E. Placement of classified and technical position descriptions within the classification system shall be confirmed by the MESPA President and Director of Human Resources as of October 24, 1988.

Subsequent changes shall be confirmed in a like manner and posted with the classified/technical seniority list on August 1 and February 1 thereafter.

ARTICLE XX

OVERTIME

- A. Overtime will be permitted only when authorized by the administrative supervisor or other authorized administrator who has prepared the work schedule for employees. The work schedule shall not exceed forty (40) hours per week, but may vary in days or times according to institutional needs as determined by the administrative supervisor. Employees required to work split schedules shall have a minimum of three (3) hours between shifts unless this requirement is waived by the employee. Employees required to work a split shift shall be paid a premium for hours worked on the second shift of \$0.50 cents per hour.
 - 1. Normally, overtime authorization shall be in advance and in writing.
 - 2. In emergency conditions, the supervisor shall approve the overtime prior to the next pay period.
- B. Employees regularly performing the work will be required to perform the overtime unless otherwise authorized by the administrative supervisor.
- C. Compensation for overtime shall be as follows:
 - 1. Bargaining unit employees shall be paid one and a half (1 1/2) times the employee's base rate for hours worked beyond forty (40) hours per week. Allowable credit for time worked to establish the 40-hour week shall include holidays, authorized vacation time, authorized sick time, and hours which the President closes the college.
 - 2. The Bargaining unit employee may elect to take compensatory time at the rate of one and one half (1 1/2) times the hours worked as accumulated vacation time, subject to execution of an agreement to that affect and conditions of vacation scheduling.
 - 3. Overtime hours resulting from or worked during the second part of a split shift in A above will be paid at the base rate rather than the shift premium rate.
- D. Request for employees to work overtime or on days off shall be made as soon as possible. Employees shall have the right to refuse to work if another employee, with less seniority in the same classification, who is qualified and capable of doing the work is available.

Article XX (continued)

- E. Seniority shall apply to overtime only when the employee is judged qualified and capable of performing the work by the administrative supervisor and provided that the employee regularly assigned shall have the first right of refusal to work in the overtime period.
- F. Nothing herein contained shall be construed to require or permit the pyramiding of overtime rates.
- G. Time and one-half (1 1/2) will be paid for all hours worked on holidays as set forth in this Agreement. Payment for work on holidays shall be in addition to any negotiated holiday pay.

ARTICLE XXI

EVALUATIONS

- A. All monitoring or observation of the work of bargaining unit members shall be conducted with the full knowledge of the bargaining unit member.
- B. Evaluation of bargaining unit members shall be by observation and analysis of the bargaining unit member's work as defined in the current position Job Description. The observation and analysis shall be for periods of time which accurately reflect the work of the bargaining unit members and shall be performed by the immediate Administrative supervisor.
- C. Any evaluation of bargaining unit members' work performance shall be based upon said job description, together with job attitude, attendance, specific job requirements, adherence to work rules and Board policies. Additional criteria upon which the bargaining unit member evaluation shall be based include:
 - 1. Accuracy of work.
 - 2. Completeness of work.
 - 3. Timeliness of work and personal job application.
 - 4. Attitude toward work, department and college personnel.
 - 5. Work attendance and punctuality.
 - 6. Appearance.
 - 7. Relationships with other employees, students, clients, and citizens in general.
 - 8. Compliance with work rules and standards.
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If a bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Article XXI (continued)

- E. Following each formal written evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

- F. No less than three (3) progress reports shall be completed during the probationary period, at approximately the third, sixth and ninth weeks. The supervisor shall provide a copy to the employee.
 - 1. At the completion of the probationary period, and at the time a regular employment contract is issued, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.
 - 2. In the event the Employer chooses to not issue a regular employment contract at the end of the probationary period, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.

- G. Each bargaining unit member's evaluation shall include at the conclusion of the report, the statement: "Considering all factors and criteria, the work performance of this bargaining unit member is __ satisfactory, __ unsatisfactory, __ requires improvement as noted in the body of the evaluation with specific direction for improvement (check one)".

- H. The Employer reserves the right to conduct an evaluation of the bargaining unit member's performance based on critical incidents, on-going concerns, or as follow-up on directions for improvement. These evaluations will be scheduled as needed with notification of such evaluations made to the President of the Union.

- I. In the event a bargaining unit member is not evaluated by the end of a given work year, it is concluded that the employees' work performance is satisfactory for that immediate past year. In the event the evaluation cannot be completed in a timely manner due to the employee's unavailability, then, the evaluation may be performed late.

ARTICLE XXII

EXTERNALLY FUNDED PROGRAMS

- A. Persons employed through use of federal, state, private grants or any other funding source than state appropriations, tuition and property taxes (or any combination of the foregoing funding sources) shall be treated as regular bargaining unit members except as follows:
1. Layoff and recall provisions.
 2. Promotion and transfer by seniority.
 3. Subcontracting.
 4. Employment contract issuance dates.
- B. The parties further agree that it is not their intent to replace or displace through the use of federal, state or private grant, either whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

ARTICLE XXIII

SEPARABILITY

- A. If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Contrary to law shall mean the decision of the first line competent authority.

ARTICLE XXIV

MISCELLANEOUS

- A. Any past practices not set forth herein may be terminated with notice and shall not, after notice, form the basis of any grievance for activities occurring after the date of such notice.
- B. The parties acknowledge that during the negotiations that resulted in this 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may have not been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Association. It is further understood and agreed that this contract constitutes the sole and complete Agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

ARTICLE XXV

RETIREMENT

- A. A terminal leave benefit of \$50 per year of service with the College under either Board will be paid upon retirement to any employee who has served a minimum of ten (10) years.

ARTICLE XXVI

BENEFITS

A. Insurance

1. Eligibility

All full-time employees which have been employed for a minimum of thirty (30) hours per week for twelve (12) consecutive weeks shall be eligible for the complete insurance coverage.

2. Effective Date

Beginning with the 1996/97 contract year reopening date of all insurance policies shall be July 1.

3. Fringe Benefit Fixed Dollar Amount

- a. Beginning July 1, 1996 and continuing until June 30, 1998 the College will pay a monthly fixed dollar amount toward the premiums for health care insurance (medical, dental and vision) and group term life insurance and long term disability insurance for each full-time employee according to the following chart:

<u>Category</u>	<u>Fixed Dollar Amount</u>
One-Person	\$276.33
Two-Person	616.00
Family	720.00

Full-time employees in the one-person and two-person categories will also receive one-third (1/3) of the difference between their fixed dollar amount and the family fixed dollar amount in cash.

- b. Minimal differences will be neither paid out in cash nor collected from the bargaining unit members.
- c. As of July 1, 1996 through June 30, 1998, full-time employees will be provided a choice of health benefit plans as mutually agreed upon.

Article XXVI - continued

- d. The primary health care plan for contract year 1996/97 shall consist of Blue Cross/Blue Shield PSG with riders PPNV-1 (pre- and post-natal care), CLC-2 (convalescent and long-term illness), and OPPC-2 (outpatient professional psychiatric care) (formerly MVF-2); deductible \$0-single, \$0-family; Master Medical Supplemental Benefit - Option IV (Rider 4794-4) \$50/\$100 deductible, 10% co-pay after deductible is met with annual co-pay maximum of \$1,000, 25% co-payment for in/out patient psychiatric care and private duty nursing; Prescription Drugs (Rider PD-CR) Preferred Rx with \$5 co-pay. In addition, the college will provide the opportunity for full-time employees to open Flexible Spending Accounts for unreimbursed medical and/or dependent care. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

Dental benefits under this plan shall consist of Blue Cross/Blue Shield Comprehensive Preferred Plan with Riders CR-80/80/80, MBL-\$1,000, 50/50, \$1,000.

Vision benefits under this plan shall consist of those provided under Blue Cross/Blue Shield Plan A-80 Plus.

Proof of insurance under this primary plan (or other plans agreed upon) and literature describing coverage shall be furnished to each employee.

- e. Descriptions and information concerning the health care plans are available in Human Resources Department.
- f. Full-time employees who elect an alternate plan with premiums lower than the fixed dollar amount specified will receive 1/2 the difference in cash. Employees will select their plans for the following year by June 15 of the current year.
- g. All full-time employees will be covered by the life insurance and long term disability insurance program. These programs may not be declined.

Article XXVI - continued

4. Health Insurance "Opt-Out" Plan

- a. Beginning July 1, 1996 full-time employees not electing health care, dental or vision insurance shall receive monthly, an amount equal to fifty percent (50%) of the remaining amount of the monthly premiums for the 1995/96 two person Faculty Plan A rate.

5. Life Insurance

- a. The life insurance program is carried with Fortis Benefits Insurance Company, Kansas City, Missouri and is written through Michigan Association of School Boards Group Insurance Services.
- b. Premiums for employees eligible for coverage shall be paid by the college.
- c. Benefits under this policy for each eligible employee shall consist of group term life insurance in an amount rounded off at the next thousand above the salary amount as of each July 1 for the duration of the Agreement to a maximum of \$50,000. there shall also be an equal amount of Accidental Death and Dismemberment coverage.
- d. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

6. Travel Accident Coverage While on College Business

- a. Full-time employees traveling on college business are covered by a death and dismemberment accident policy with The Insurance Company of North America of ten (10) times the annual salary with a minimum of \$50,000 and a maximum of \$300,000.
- b. This coverage is paid by the college.

7. Long-Term Disability

Total or permanent disability beyond ninety (90) days will come under the provisions of the institution's long-term disability program, which provides payment of 66 2/3% of basic monthly earnings at the time of disability for as long as the employee remains disabled, but not beyond retirement age.

Article XXVI (continued)

B. Tuition Grants

The College will allow bargaining unit employees who qualify, spouses of qualified bargaining unit employees, and natural and legally adopted dependent children of qualified bargaining unit employees to enroll in College courses on a tuition grant. The grant covers tuition charges, and fees, except aviation flight fees.

SEE ALSO ARTICLE XIII.G FOR CLASS ENROLLMENT DURING WORKING HOURS.

1. Qualifications for Tuition Grants

a. Full-time Regular Employees

The tuition grant, for full-time regular employees, as defined in Article II.A.1. of this agreement, covers tuition charges, registration fees, and fees up to \$15.00 per class excluding aviation flight fees and continuing education fees (e.g., Gourmet Cooking, Scuba Diving).

b. Part-time and Temporary Employees

Tuition grants, for part-time and temporary employees, as defined in Article II.A.2. and 4. of this agreement, cover only tuition, excess contact and excess clinical hours. These grants do not cover fees or books, etc.

- 1) Employees who have worked fifteen (15) hours or less for twelve (12) consecutive weeks shall qualify for a tuition grant of three (3) credit hours each enrollment period.
- 2) Employees who have worked sixteen (16) through twenty-nine (29) hours per week for twelve (12) consecutive weeks shall qualify for a tuition grant of six (6) credit hours each enrollment period.
- 3) Part-time and temporary employees may assign their tuition grants to spouses and dependent children (claimed on tax forms).
- 4) Tuition grants may not be used in advance. The grants are good for one (1) year from the date issued.

Article XXVI (continued)

C. Holidays

All full-time bargaining unit members shall have the following days off with pay, during the duration of this contract. Effective June 30, 1998 the additional three days during Christmas/New Years Break (#8 below) will be deleted from the holiday schedule. Pay shall be for the regularly scheduled hours of each full-time bargaining unit member. When a holiday falls on a Sunday, it will be observed on Monday. When a holiday falls on a Saturday, it will be observed on Friday.

1. New Years Day - 2 days
2. Memorial Day - 1 day
3. Independence Day - 1 day
4. Labor Day - 1 day
5. Thanksgiving Day - 3 days (see Note 1)
6. Christmas Day - 2 days
7. Spring Friday - 1 day
8. Christmas/New Years Break - 3 days (see Note 2)

The employee may extend holiday time as appropriate and in keeping with the work requirements at the College.

Note 1 Bargaining unit members may be scheduled to work on Wednesday prior to Thanksgiving to provide necessary or essential services. Full time employee scheduled to work will receive vacation leave at straight time (i.e. one hour worked equals one hour vacation).

Note 2 Bargaining unit members may be scheduled to work during the three additional days during Christmas/New Year's break (#8 above). Full time employees scheduled to work will receive vacation leave at overtime rate (i.e. one hour worked equals one and one-half hour vacation).

Any vacation leave earned by full time employees working on the Wednesday prior to Thanksgiving (#5 above) or during the three additional days during Christmas/New Years Break (#8 above) will be reported on time sheets to Human Resources and will be added to the employee's available vacation. Utilization of this leave will be in accordance with Article XII, A.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1998. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

ASSOCIATION

By Mitchell B. Byrum
Chairman

By Juanita L. Watkins
President

By Mark L. ...
Secretary

By Charlotte A. Finnegan
Secretary

By Jane M. Lenby
Chief Negotiator

By Juanita L. Watkins
Chief Negotiator

By David S. ...
Negotiator

By Timothy R. ...
Negotiator

By ...
Negotiator

By David ...
Negotiator

By Susan Beerbower
Negotiator

By Betty Lou ...
Negotiator

Date of signing June 10, 1996

APPENDIX A
NOTES TO SALARY SCHEDULE/RANGES

A. Employee Longevity Accumulation for Pay Purposes

1. Full-time personnel will be required to work a minimum of three (3) months work time in order to move to the next step on the Classified Salary Schedule.
2. Part-time staff earn step/range increases on the following basis after July 1, 1994. In order to move to the next step on the classified salary schedule or to receive a range increase on the technician salary schedule the employee must have worked 1,820 hours. Step and range increases for part-time employees will be effective on July 1, October 1, January 1 and April 1 of each year for those employees completing the required hours during the preceding quarter. Adjustments in pay will be completed no later than the second pay following the end of the quarter. Upon completion of 1,820 hours the employee immediately begins accumulating hours towards their next step/range increase.

B. Placement of New Positions on Classified Salary Schedule

1. The Administration shall have the responsibility of setting the grade level for filling all newly established positions (not vacant positions) within the Bargaining Unit. Provided, however, that no person hired for such position shall be paid at a level above Step 3 within such grade.

C. Salary Placement for Technicians

1. No one will be hired in the Technician classification to perform a job currently being performed by Bargaining Unit employees at a rate in excess of that being paid to the Bargaining Unit Employee(s).

D. Longevity Pay

Bargaining unit members will have their wages increased according to the following schedule in recognition of their extended years of service with the College:

1. Beginning 13th year through 19th year - 1%
2. Beginning 20th year - 2%

Appendix A (continued)

E. Technician Base Pay Adjustments

1. The base pay for technicians will be increased 2.0% for each year 1996-97, and 1997-98. Not to exceed maximum of the salary ranges.

See attached salary schedule, placement and salary movement note for technicians.

F. Probationary Contract Employee Pay

1. During the probationary period, the probationary contract employee will be paid at a rate equal to ninety percent (90%) of the accepted rate of pay for the position for which they are hired.

APPENDIX B
CLASSIFIED SALARY SCHEDULE

	1996-97							2.0% INCREASE				
	1	2	3	4	5	6	7	8	9	10	11	12
7	605	634	661	687	722	737	751	767	780	798	813	846
8	634	668	694	721	751	774	791	804	821	837	856	890
9	668	701	728	758	791	812	828	846	863	880	899	931
10	701	737	767	797	828	854	871	889	904	925	942	980
11	737	774	803	836	868	895	913	930	949	971	988	1028
12	774	812	845	879	912	939	960	977	999	1018	1038	1079
13	812	854	884	922	960	987	1008	1028	1050	1068	1090	1134
14	854	895	930	970	1006	1037	1056	1079	1099	1122	1145	1191
15	895	939	975	1017	1058	1088	1111	1132	1157	1178	1204	1248
16	939	987	1027	1067	1109	1143	1165	1188	1214	1238	1261	1314
17	987	1037	1078	1121	1165	1197	1223	1248	1274	1301	1327	1380
18	1037	1088	1131	1177	1223	1259	1284	1312	1338	1364	1394	1446

	1997-98							2.0% INCREASE				
	1	2	3	4	5	6	7	8	9	10	11	12
7	617	647	674	701	736	752	766	782	796	814	829	863
8	647	681	708	735	766	789	807	820	837	854	873	908
9	681	715	743	773	807	828	845	863	880	898	917	950
10	715	752	782	813	845	871	888	907	922	944	961	1000
11	752	789	819	853	885	913	931	949	968	990	1008	1049
12	789	828	862	897	930	958	979	997	1019	1038	1059	1101
13	828	871	902	940	979	1007	1028	1049	1071	1089	1112	1157
14	871	913	949	989	1026	1058	1077	1101	1121	1144	1168	1215
15	913	958	995	1037	1079	1110	1133	1155	1180	1202	1228	1273
16	958	1007	1048	1088	1131	1166	1188	1212	1238	1263	1286	1340
17	1007	1058	1100	1143	1188	1221	1247	1273	1299	1327	1354	1408
18	1058	1110	1154	1201	1247	1284	1310	1338	1365	1391	1422	1475

APPENDIX C

JACKSON COMMUNITY COLLEGE

Technician Salary Ranges

JCC Technician's Salary Schedule and sample calculations:

CLASS RANGE	MINIMUM	MIDPOINT	MAXIMUM
-------------	---------	----------	---------

1995-96 SCHEDULE

I	\$19,744	\$26,778	\$33,813
II	18,705	25,369	32,033
III	17,665	23,960	30,254

1996-97 SCHEDULE (Increase of 2.0%)

CLASS RANGE	MINIMUM	MIDPOINT	MAXIMUM
-------------	---------	----------	---------

I	\$20,139	\$27,314	\$34,489
II	19,078	25,876	32,674
III	18,019	24,439	30,859

1997-98 SCHEDULE (Increase of 2.0%)

CLASS RANGE	MINIMUM	MIDPOINT	MAXIMUM
-------------	---------	----------	---------

I	\$20,541	\$27,860	\$35,179
II	19,460	26,394	33,328
III	18,379	24,928	31,477

NOTE: Increases are derived by multiplying the midpoint of the salary range by the applicable percent and then multiplying midpoint by 73.73% to get minimum and multiplying midpoint by 1.2627% to get maximum.

PLACEMENT AND SALARY MOVEMENT

1. All 1995-96 salaries paid according to the 1993-94 Schedule computations, excluding longevity and overtime earnings, shall be considered the employee's Individual Base Pay (IBP.)
2. For the 1996-97 contract year (July 1 through June 30), all employees paid according to the Technicians Salary Schedule shall establish a new Individual Base Pay (IBP) by being paid 1.02% of the 1995-96 IBP plus one-twelfth the dollar difference between their new IBP and the maximum amount the class range they are in provides.
3. For the 1997-98 contract year (July 1 through June 30), all employees paid according to the Technicians Salary Schedule shall establish a new Individual Base Pay (IBP) by being paid 1.02% of the 1996-97 IBP plus one-twelfth the dollar difference between their new IBP and the maximum amount the class range they are in provides.

EXAMPLE: A

Employee "A" is a CLASS RANGE I employee and earned \$20,000 according to his/her placement as defined in 1 above for the 1993-94 contract year. \$20,000 is Employee "A's" 1995-96 IBP.

In 1996-97 Employee "A" will earn IBP as follows: 1995-96 IBP = \$20,000 X 1.02 plus [(\$ 34,489 - (\$20,000 X 1.02) X .0833]

$$\begin{aligned} &= \$ 20,204 + [\$ 34,489 - \$ 20,204] X .0833 \\ &= \$ 20,204 + [\$ 14,285] X .0833 \\ &= \$ 20,204 + [\$ 1,190] \\ &= \$ 21,394 \end{aligned}$$

Employee "A" will have an IBP of \$21,394 for 1996-97.

EXAMPLE: B

Employee "B" is a CLASS RANGE II employee and earned \$18,500 according to 1. above as a 1995-96 IBP.

In 1996-97 Employee "B" will have an IBP as follows:

$$\begin{aligned} &1995-96 IBP = \$18,500 X 1.02 plus [($32,674) - ($18,500 X 1.02) X .0833] \\ &= \$ 18,870 + [$32,674 - $18,870] X .0833 \\ &= \$ 18,870 + [$13,804] X .0833 \\ &= \$ 18,870 + [$ 1,150] \\ &= \$ 20,020 \end{aligned}$$

Employee "B" will have an IBP of \$20,020 for 1996-97.

APPENDIX D

GRIEVANCE FORM

GRIEVANCE # _____

BUILDING: _____

ASSIGNMENT: _____

NAME OF GRIEVANCE: _____

DATE FILED: _____

1. STATEMENT OF GRIEVANCE: _____

2. RELIEF SOUGHT: _____

_____/_____
SIGNATURE DATE

3. DISPOSITION BY SUPERVISOR: _____

_____/_____
SIGNATURE DATE

Copy Distribution: Human Resources
Supervisor
Employee
Association Grievance Committee

APPENDIX E
MEDICAL RELEASE

Date: _____

Patient: _____

Employer: _____

My recommendations are that this employee:

_____ Return to regular work

_____ Remain off work until _____

_____ Return to light or favored work with the following restrictions:

_____ Other

Physician's signature/stamp

APPENDIX F

JACKSON COMMUNITY COLLEGE
JACKSON, MICHIGAN

APPLICATION FOR LEAVE OF ABSENCE WITH PAY

In accordance with the provisions in the current Master Agreement, I hereby make application for approval of absence with pay for the dates and reasons indicated below.

Dates: _____ AM ___ PM ___ ALL DAY ___

Reasons: (Please check one)

_____ Illness or accident in immediate family.

_____ Death in immediate family.

_____ Emergency leave for _____
Please state details briefly: _____

If applicable, complete the following section

The following arrangements (have been)(should be) made for my work responsibilities.

Date: _____ Signed: _____
Employee

The above request for leave with pay is Recommended _____
Not Recommended _____

Date: _____ Signed _____
Supervisor

_____ Approved _____ Not Approved

Date _____ Signed _____
Director, Human Resources

Copy Distribution: Human Resources, Supervisor, MESPA President, Employee

MEMORANDUM OF UNDERSTANDING

Develop recommendations for compensation to Classified and Technical personnel in Supervisory/Team Leader Positions

1. Recommendation will apply only to those in the Technical Pay Range

The compensation paid to an employee in the technical range and who meets the supervisor responsibilities criteria can not be clearly identified. The amount is embedded in the base salary range. the amount is identifiable in the Classified Salary range. Currently three Classified staff are in this category.

2. Positions of employees currently supervising in the technician salary range were evaluated while they were performing one or more of the criteria (as listed in item number 3 of this memo). Compensation is embedded in to their base salary. They would not be eligible for the stipend. We, therefore, are recommending these positions be grandfathered and that these recommendations will not apply. they will be subject to current contract language regarding voluntary and/or involuntary transfer.

3. STIPEND, CRITERIA, AMOUNT DETERMINATION

Criteria All three of the following criteria must be met:

- a) Supervision of others including scheduling of work assignments and approval of leaves.
- b) Responsible and accountable for the performance of the unit supervised.
- c) Execute budget management and cost control for unit supervised.

Amount of stipend

\$2,000 in addition to base. Stipend will be treated in the same manner as longevity pay relative to exceeding top of range.

Determination

Recommendation for an individual to be paid the stipend will be forwarded by the administrative supervisor to the position review committee.

The process will be the same as for position evaluations. The employee and their administrative supervisor will appear before the committee, provide rational for their request and answer questions. The committee will discuss the issue further with the administrative supervisor and in the absence of the employee. (Employee will be excused from the proceedings). The administrative supervisor along with the members of the position review committee will make their decision by reaching consensus.

4. Transfer to another position

(In concurrence with the administrative supervisor) the stipend would no longer be paid when:

the supervisor transfers or is transferred to another position,

or

the duties and responsibilities that enabled the employee to meet the criteria in the current position are eliminated.

5. It is also recommended that all positions, range and grades in both classified and technical positions be evaluated in the near future. Methodology of the evaluation process for these also requires review and possible revision.

David T. Spald Juanita L. Watkins
Jackson Community College JCC/MESPA

Dated: 3/31/95

MEMORANDUM OF UNDERSTANDING

The negotiators for the College and the Association recognizes a need to clarify certain aspects of the Agreement as it relates to "on call" pay, agree to the following:

1. Designated bargaining unit members who are "on call" during non duty hours shall receive \$7.00 per day (or fraction of day thereof).
2. No compensation will be paid to bargaining unit members who for their own convenience; carry a "beeper", provide access to their cellular phone, carry a two-way radio, or other communication device.
3. Bargaining unit members who are required to carry a beeper during regular "duty hours" shall not receive additional compensation.

This agreement shall be subject to review at any time upon agreement of the College and the Association.


Jackson Community College


JCC/MESPA

Dated: May 21, 1996

MEMORANDUM OF UNDERSTANDING

The negotiators for the College and the Association recognize the need to review the current position classification system utilized for classified and technical staff. To this end they agree that the same joint committee being formed to review the salary structures will also review this system. A committee report will be completed no later than December 15, 1997. The recommendations of this committee will not obligate the Administration to any modification of the system.

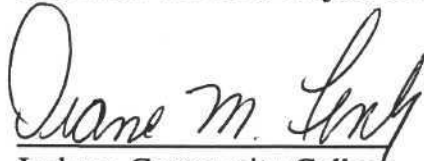

Jackson Community College


JCC/MESPA

Dated: May 21, 1996

MEMORANDUM OF UNDERSTANDING

The negotiators for the College and the Association recognize the need to review the current classified and technical salary structures. To this end they agree to form a joint committee composed of three representatives from the MESPA unit and three representatives from the Administration. The representatives to this committee will be named no later than August 1, 1996. A committee report will be completed no later than December 15, 1997. The recommendations of this committee will not obligate either part. Any changes to the salary structures will be a subject of bargaining.

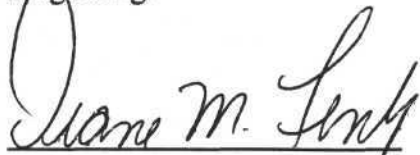

Diane M. Lutz
Jackson Community College


Juanita L. Watkins
JCC/MESPA

Dated: May 21, 1996

MEMORANDUM OF UNDERSTANDING

The negotiators for the College and the Association agree to form a committee to review the current "pilot communication project" with the aim of developing guidelines for implementation of this program campus wide no later than 1997-98. The committee will include four representatives from the MESPA unit and four representatives from Administration. In selecting representatives to this committee it is agreed that there will be representation from both those who have participated in the pilot and those who have not. A committee report will be completed no later than May 1, 1997. The recommendations of this committee will not obligate either part. Any changes to Article XXI will be a subject of bargaining.


Diane M. Long
Jackson Community College


Juanita L. Waters
JCC/MESPA

Dated: May 21, 1996

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