

MASTER AGREEMENT
1995-1998
BETWEEN
THE
BOARD OF TRUSTEES
AND
MESPA
OF
MONTCALM COMMUNITY COLLEGE

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AGREEMENT

THIS AGREEMENT is entered into effective July 1, 1995, by and between the Board of Trustees of Montcalm Community College, hereinafter called the "College," and the Michigan Educational Support Personnel Association, hereinafter called the "Union", and shall be in effect from July 1, 1995, through June 30, 1998.

ARTICLE I

RECOGNITION

Section 1.1

The College hereby recognizes the Union as the exclusive bargaining representative for all full-time custodial and maintenance employees, secretaries, clerk/typists, switchboard receptionists, media technician, business & industry assistant, book store manager, bookstore aide, Ionia center coordinator, pc/network specialist, recreation and student program assistant, COPE assistants, accounting clerk, financial aid assistant, financial aid specialist, cashier/secretary, and accounts payable/payroll manager, and all regularly scheduled part-time secretaries, accounting clerk, COPE assistants and information support specialist; but excluding student employees (work-study), supervisors, personnel & benefits manager and all others.

Section 1.2

As a condition of employment, everyone covered by this Agreement must, at the conclusion of their probationary period, become members of the Montcalm Community College Union or pay a fee equal to the total dues of the Montcalm Community College Union. This amount shall be submitted to the Union Treasurer who in turn shall submit the Union fees to a Scholarship Fund. The Scholarship Fund shall be called the Union Scholarship Fund. It shall be administered by a joint committee composed of three (3) Union members and two (2) persons designated by the Administration. The failure of an employee covered by this Agreement to comply with either of the above choices shall result in dismissal of such employee. The Union shall indemnify and hold the Board harmless from any and all damages, judgments, and costs which it may incur in following this provision.

ARTICLE II

BOARD AND ADMINISTRATION RIGHTS

Section 2.1

It is recognized that Michigan law makes the Board of Trustees of the College legally responsible for the operation of Montcalm Community College in all respects. In meeting such responsibilities, the Board acts through its Administrative staff. Such responsibilities include the establishment of educational policy; the construction or acquisition and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, promotion and termination of employment of staff members; and the establishment and revision of rules pertaining to the conduct of staff members.

Section 2.2

Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE III

UNION AND EMPLOYEE RIGHTS

Section 3.1

Pursuant to the Michigan Public Employment Relations Act, the College hereby agrees that every employee of the College shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The College 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 the laws of Michigan, of the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or the Union or collective professional negotiations with the College, or the employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 3.2

The rights granted to employees in this Agreement shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

Section 3.3

The Union and its representatives shall have the right to use the College buildings for meetings of College employees at all reasonable hours as determined by the appropriate administrator, such use to be requested in advance insofar as possible.

Section 3.4

The College shall be advised in writing of the officers and other persons authorized to represent the Union in its dealings with the College. Such persons shall be permitted to transact official Union business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the usual schedule or other responsibility of any of the employees, including the representatives of the Union.

Section 3.5

For official Union use only, the Union will be permitted to make use of school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, and when such use is arranged with persons responsible for each piece of equipment used. The person responsible for each piece of equipment will assure himself/herself that the user has the skills to operate the equipment properly. Instruction will be provided if needed. The Union shall pay for supplies used in Union business.

Section 3.6

The Union shall have the right to post notices of its activities and matters of Union business on Union boards, at least two (2) of which shall be provided.

Section 3.7

The College agrees to furnish authorized representatives of the Union, in response to reasonable requests from time to time, information concerning the financial resources of the College, including but not limited to: annual financial reports and audits, register of College personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, official treasurer's reports, application and enrollment data, names of all employees and such other information as will assist the Union in developing intelligent, accurate, informed and constructive proposals on behalf of the members; together with information which may be necessary for the Union to process any grievance or complaint; provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly; also, that the financial and personal information requested might be rightfully divulged to anybody, and that such information will be made available in the form normally used by the various administrative offices.

Section 3.8

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied to employees in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

Section 3.9

Special Conferences. Special conferences for important matters will be arranged between the Union President and the designated representative of the College upon the request of either party. The Union President may designate one other member to attend such meetings. The members of the Union shall not lose time or pay for time spent in such conferences if requested by the administration and if during the employee's normal work hours.

ARTICLE IV

PAYROLL DEDUCTIONS

Section 4.1

Upon written authorization from the employee, the Board shall deduct from wages/salary of the employee for Union dues or other such fee or charge as may be required by the agreement between the Union and the College. Upon written authorization, the Board shall deduct and make appropriate remittance for voluntary contributions to the Credit Union, United Fund, or any other plans or programs jointly approved by the Union and the Board.

Section 4.2

All dues so deducted shall be remitted to the Treasurer of the Union. Dues deduction shall be made in ten (10) equal installments during the months from September to June.

ARTICLE V

DISTRIBUTION

Section 5.1

Copies of this Agreement will be printed at the expense of the College and presented to each employee. The College will provide five (5) extra copies for the use of the Union.

ARTICLE VI

STRIKES AND LOCKOUTS

Section 6.1

Lockouts. The College shall not engage in any lockout of the employees during the term of this Agreement.

Section 6.2

Strikes. The Union agrees that for the duration of this Agreement neither the Union nor its individual members will authorize or take part in a strike, work stoppage, or slowdown, refusal to perform any duty or other interference with or interruption of the normal conduct of the College. It is agreed that taking part in any of the activities outlined above is just cause for dismissal.

ARTICLE VII

NEGOTIATION PROCEDURES

Section 7.1

Negotiations shall not be reopened prior to April 1, 1998, except by mutual consent.

Section 7.2

At the request of either party, the parties will meet not later than twenty (20) calendar days prior to the expiration of this Agreement to establish ground rules and guidelines for the negotiation of a subsequent contract.

Section 7.3

During the period of this contract, specific items of this contract identified in advance, may be reopened for renegotiation only by mutual consent of the College and the employees' bargaining unit.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1

The College and the Union support and subscribe to an orderly method of adjusting disputes or complaints that arise on behalf of an employee with respect to the interpretation or application of the contents of this Agreement. To this end, the employee shall bring the problem to the attention of the immediate supervisor, who shall attempt to resolve the problem informally.

Section 8.2

A grievance is a dispute between an employee and the College regarding the meaning, interpretation or application of any provision of this Agreement. Grievances shall be filed by the aggrieved employee and processed in accordance with the following procedures:

- (1) Within ten (10) weekdays after the aggrieved has become aware of the event which is the basis for the grievance, the employee shall discuss the matter with the Administrator who is the immediate supervisor.
- (2) If such discussion does not resolve the matter to the grievant's satisfaction, the employee shall within ten (10) weekdays thereafter file a written grievance with the supervisor and give a copy to the Chairperson of the Union Grievance Committee, stating the facts upon which it is based and referring to all provisions of the Agreement which are involved. The supervisor shall give a written reply within five (5) weekdays after receiving the grievance.
- (3) If such reply does not resolve the matter to the grievant's satisfaction, the employee shall within five (5) weekdays thereafter file a written statement of the reason why with the President of the College (or the designated representative) who shall discuss the matter with the grievant, the designated representative, the Chairperson of the Union Grievance Committee and the administrator(s) involved together with a representative of the Trustees, if the President desires, within fifteen (15) weekdays. The President shall give a written reply to the grievant within ten (10) weekdays thereafter with a copy to the Chairperson of the Union Grievance Committee.
- (4) If such reply does not resolve the matter, the Union Grievance Committee may by giving written notice to the President within ten (10) weekdays thereafter refer the grievance to arbitration.

Section 8.3

If the parties cannot agree upon an arbitrator within five (5) weekdays thereafter, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific articles or sections of this Agreement.

- (1) The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- (2) The arbitrator shall be limited to deciding whether the College has violated specific Articles or Sections of this Agreement, and shall not substitute judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.
- (3) Should either party dispute the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.
- (4) The decision of the arbitrator shall be rendered within thirty (30) calendar days after the conclusion of the hearing. There shall be no appeal from the arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Union, its members, the Union member or members involved, and the College. Neither the College nor the Union shall encourage and both shall discourage any of their members to make an appeal to any Court or Board from a decision of an arbitrator and neither shall attempt by any other means to bring about the settlement of any grievance.
- (5) The fees and expenses of the arbitrator shall be shared equally by the College and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Section 8.4

If a grievance involves a dispute regarding rights of the Union under this Agreement rather than the rights of individuals, the grievance shall be filed in writing by the President of the Union with the President of the College at Step 3 above within ten (10) weekdays after becoming aware of the event which is the basis of the grievance.

Section 8.5

Any individual employee at any time may present grievances to the College and have grievances adjusted, without intervention of the Union Grievance Committee if the adjustment is not inconsistent with the terms of this collective bargaining contract or agreement then in effect, provided that the Union Grievance Committee has been given opportunity to be present at such adjustment.

Section 8.6

Since grievances are best settled if initiated and processed promptly, the foregoing time limits must be adhered to unless an extension is mutually agreed upon in writing.

Section 8.7

"Weekdays" (including summer weekdays) means Monday through Friday excluding designated holidays

ARTICLE IX

PERSONNEL FILE CONTENTS

Section 9.1

All evaluations placed in an employee's file must be signed by the employee. This is not to be construed as agreement with the evaluation but only as an acknowledgment that the evaluation exists. An employee will have the right to attach a rebuttal statement to any evaluation in his/her personnel file.

Section 9.2

The employee has the right to add a letter to his/her personnel file, which may clarify or rescind any previous letter of which he/she was the sole author.

Section 9.3

An employee shall, upon request, have access to his/her personnel file retained by the Personnel Department of the College, with the exception of letters of reference for employment. The Union may review an employee's file with permission of the employee and if accompanied by the employee. The Union may obtain copies of materials in an employee's file from the employee.

Section 9.4

It is further agreed that an employee's personnel file shall be considered his/her official file in grievance hearings. In imposing any sanction on a current reprimand, the College will not take into account any prior infraction which occurred more than one (1) year previously.

ARTICLE X

LEAVES

Section 10.1

Sick leave. Full-time employees shall earn sick leave at the rate of 8 hours per month of completed employment. Part-time employees scheduled for 30 hours per week shall earn 6 hours per month. Part-time employees scheduled for 20 hours per week shall earn 4 hours per month. Part-time employees will receive an additional 16 hours of sick leave noncumulative each time they complete 2000 hours of employment. Employees hired prior to the 15th of the month shall be credited for a full month of sick leave. Employees hired after the 15th of the month shall receive 1/2 of the allotted sick leave time for the first month only. Leave time may be earned but not granted during the probationary period.

- (1) Sick leave may accrue without limit.
- (2) Employees shall be allowed to use sick leave for personal illness, disability or quarantine, or the serious illness of their children, parents, step parents or members of their immediate household.

Section 10.2

Personal and Emergency Leave. All full-time employees shall be allowed two (2) personal leave and one (1) day emergency leave per year with pay. Such leave may be taken only in quarter hour units. Notification shall be given to the immediate supervisor in advance when possible. On June 30, unused personal leave shall be converted to vacation time.

Section 10.3 Child Care Leave

- (1) Upon written request, an employee who is an expectant parent may be granted a child care leave without pay for the purpose of child bearing and/or rearing.
- (2) Expectant mothers shall request a leave at least five (5) months prior to the expected birth, which request shall indicate the date on which the employee desires to begin and end such leave.

- (3) Child Care Leave shall begin at a time that is reasonable to the employee and in the best interest of the College and continue for up to six (6) months. Such leave may be extended three (3) additional months by written agreement between the College and the employee. The College may request a physician's certification of approval to return.
- (4) A male staff member, upon written request made at least five (5) months in advance, may be granted a Child Care Leave to begin at a specified time between the birth of a child to his wife and one (1) year thereafter.
- (5) In the event of the death of the object child of the leave, the leave of absence may be terminated upon mutual agreement between the employee and the College.
- (6) Upon return, the employee shall be reinstated in his/her former position or a comparable position based upon qualifications, if available.
- (7) Employees on Child Care Leave have the right to maintain all fringe benefits at no cost to the College. Advance notice of the desire to maintain said fringe benefits shall be given to the College in writing.
- (8) An employee hired to replace an employee on Child Care leave will be employed under a temporary contract terminable upon return of the employee on leave.

Section 10.4 Extended Illness

An employee who is unable to work for health reasons for a period of not to exceed one (1) calendar year shall be reinstated to his/her previous position, provided the position still exists, without loss of seniority. A physician's statement will be required as to the starting and termination dates of the health problems.

Section 10.5 Leave for Jury Duty

A leave of absence shall be granted an employee serving jury duty, provided that the Board of Trustees shall only be obliged to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid.

Section 10.6 Death in the Family

Each employee shall be allowed leave, with pay, as follows:

- (1) A total of three (3) days will be allowed for each death in the employee's immediate household or immediate family. Two (2) additional days may be allowed for spouse, but such additional days must be deducted from available leave time.

- (2) The immediate family is interpreted to include the employee's spouse and the genetic, step, foster, or adoptive children, parents, grandparents, grandchildren, and the siblings of the employee and the equivalent in-law relationships of the above.
- (3) One (1) day will be allowed, when requested, for the death of a relative outside the immediate family, or for persons where the closeness of the relationship would warrant. The day will be taken from Sick Leave.
- (4) In the event of death in one's immediate family, time shall be allowed for travel. Such travel time shall be deducted from available leave time.

Section 10.7 Association Leaves

The College will provide the unit with a total of two (2) days per year of unpaid leave time to attend functions of the Association, such as conferences, training sessions or conventions. Requests for the use of Association leave days must be made in writing to the appropriate supervisor at least one (1) week prior to the requested leave date. The local unit representative will be allowed paid release time to attend scheduled joint hearings on grievances when such hearings are scheduled during the employee's working hours. When necessary, employees required as witnesses will be granted paid release time for the periods during which they are required to testify at a contractual grievance hearing.

ARTICLE XI

VACATION

Section 11.1

Vacation time will be awarded to full-time employees only in accordance with the following:

- (1) No vacation shall be allowed during the first six (6) months of employment at Montcalm Community College.
- (2) Vacation time shall be earned at the rate of six and two-thirds (6 2/3) hours per each completed month of full-time employment.
- (3) After five (5) years of full-time employment, vacation time shall be earned at the rate of ten (10) hours per each completed month of full-time employment.
- (4) After ten (10) years of full-time employment, vacation time shall be earned at the rate of thirteen and one-third (13 1/3) hours per each completed month of full-time employment.

- (5) Paid vacation days cannot be used before they have been earned.
- (6) Vacation days may not be accumulated to more than fifteen (15) days at any time prior to five (5) years of completed employment, nor more than twenty (20) working days after five (5) years of completed employment, nor more than twenty-five (25) working days after ten (10) years of completed employment. If circumstances beyond the employee's control would cause the employee to forfeit a part or all of his/her vacation during a fiscal year, an exception will be made upon verification by the employee's supervisor and the approval of the Director of Personnel.
- (7) Employees hired by the 15th of the month shall receive a full month's credit. Employees hired after the 15th of the month shall receive 1/2 of the vacation time credit for the first month only.
- (8) Part-time employees shall earn vacation time as provided in (1) through (7) of this section prorated based on the ratio that their regularly scheduled hours per week compared to 40.

Section 11.2

Vacations shall be scheduled with preference of dates given according to an employee's seniority position on the seniority list.

- (1) All vacations must be scheduled by May 1 of each year. Any vacation not scheduled by May 1 will then be scheduled without seniority list preference.
- (2) Vacations of one or more weeks must be scheduled two (2) weeks prior to start of the vacation. Vacations of less than one (1) week must be scheduled one (1) week prior to start of the vacation.
- (3) Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employees and needs of the College. Vacation time may be taken providing such scheduling does not interfere with the operation of the College.
- (4) A vacation may not be waived by an employee and extra pay received for work during that period.
- (5) If an employee is laid off, retired or severs his/her employment, he/she will receive any unused vacation time in the form of a regular paycheck at the time of separation.

ARTICLE XII

INSURANCE BENEFITS

The benefits described below shall apply to all full-time employees only.

Section 12.1 Health Insurance

The Board shall provide to each employee without cost Blue Cross/Blue Shield Group Medical Insurance Comprehensive Hospital Care +MVF-1 Group Benefit Plan with the following riders: ML-PPNV (formerly IMB-OB) for the employee and his/her eligible dependents.

If the health insurance premium for 1996-97 or 1997-98 increases more than 5% over the premium for the preceding year, the Board shall have the right to obtain comparable coverage from another carrier.

Section 12.2 Long-Term Disability Insurance

Long-Term Disability Insurance will be provided for each employee. Benefits shall begin after use of all accumulated sick leave or ninety (90) calendar days of disability, whichever should occur later, and continue at 66 2/3% to age 65.

Section 12.3 Group Life Insurance

Group Life Insurance protection in the amount of one (1) times the employee's annual base salary to the closest \$100 will be provided for the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Section 12.4 Dental Insurance

The Board shall provide without cost to the employee the MESSA Delta Dental Plan C with 0-3 Orthodontic Rider (50-50-50), including internal and external coordination of benefits (COB), for all employees and their eligible dependents.

Section 12.5 Vision insurance

The College shall provide without cost to the employee MESSA VSP-2 full family vision insurance.

Section 12.6 Insurance Options

The College will permit employees who do not elect health insurance coverage to apply the amount of the Blue Cross/Blue Shield single subscriber premium toward the purchase of additional life insurance through the College life insurance program or toward a MESSA

Fixed Option if a benefit group is established at the College and such option is available. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA Variable options and/or annuities, including a MEFSA annuities or programs. Any amounts exceeding the Board subsidies shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups, but in no event more than once annually.

ARTICLE XIII

HOLIDAYS

Section 13.1

All full-time employees shall receive the following holidays or shall receive holiday pay for working on the following holidays:

- (1) New Year's Day (January 1)
- (2) Good Friday (designated)
- (3) Memorial Day (last Monday in May)
- (4) Independence Day (July 4)
- (5) Labor Day (first Monday in September)
- (6) Thanksgiving (fourth Thursday in November)
- (7) Christmas (December 25)

Section 13.2

All full-time employees shall have, in addition to the above, the day after Thanksgiving (the fourth Friday of November) and the day before Christmas (December 24 when it is a Monday through Friday workday) off with pay. If an employee works on the day after Thanksgiving or on the day before Christmas (December 24 regardless of the day of the week) the employee shall be paid double time for all hours worked that day plus holiday pay in an amount equal to straight time multiplied by the number of hours worked that day.

Section 13.3

Part-time employees shall receive pay equivalent to hours regularly scheduled for the days listed in 13.1 and 13.2.

Section 13.4

If any of the holidays listed in 13.1 above fall on a Saturday, the preceding Friday shall be considered the holiday. If any of the holidays listed in 13.1 above fall on a Sunday the following Monday shall be considered the holiday.

Section 13.5

The full-time support staff (excluding custodial and maintenance employees) shall be granted four (4) paid leave days between the Christmas and New Year's holidays. Part-time support staff (excluding custodial and maintenance employees) shall receive paid leave for any regularly scheduled hours of work missed between the Christmas and New Year's holidays. Such paid leave days shall not be considered "holidays" for the purpose of computing holiday pay or assignments.

ARTICLE XIV

SENIORITY

Section 14.1

Seniority shall be defined as the length of service at the College as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. Seniority is retained, but not accrued, while in employment of the College but not eligible for membership in the Union. Seniority will be determined separately for full-time and part-time employees based on full-time equivalent hours worked. If a part-time employee becomes full-time, he/she retains any seniority accrued.

Section 14.2 Probationary Employees

Newly hired full-time employees shall serve a probationary period as follows: Custodial, Maintenance, Support I--thirty (30) days; Support II and Support III--sixty (60) days; Support IV--ninety (90) days. Part-time employees will serve a probationary period equal to the hourly equivalent of these periods. Probationary periods for Support II, III, and IV may be extended, for good cause, for an additional thirty (30) days by the College. When the employee has completed the entire probationary period, he/she shall be entered on the seniority list from the day of hire into this bargaining unit. There shall be no seniority for probationary employees. A probationary employee's service with the College may be terminated at any time by the College with or without cause and in its sole discretion. Employees separated under the terms of this Article shall not have recourse to the Grievance Procedure.

Section 14.3 Seniority Lists

- (1) The College shall annually compile a seniority list of all employees in the bargaining unit, listing the name, date of hire and classification. Such list shall be provided to the Treasurer of the Union.

- (2) Seniority shall not be affected by race, sex, marital status or dependents of the employee, or whether or not the employee is a member of the Union.

Section 14.4 Loss of Seniority

An employee shall lose seniority if:

- (1) He/She separates or is terminated.
- (2) He/She does not return to work within seven (7) working days after a registered or certified letter has been sent to the last known address notifying the employee of recall from College layoff.

Section 14.5

It shall be the employee's responsibility to keep the College's Business Office advised as to the current mailing address.

ARTICLE XV

TUITION-FREE STUDY

The parties support the principle of continuing education for Association members and participation in their professional organization.

College employees may enroll in MCC courses, tuition and fee free, within the following limitations:

- (1) For non-credit and recreation courses, the maximum contribution by the College each semester will be an amount equal to the cost of in-district tuition and fees for one three (3) credit hour course.
- (2) Participation in tuition-free study must not interfere with the employee's regular College responsibilities. If the course is taken during the employee's work hours it must be job-related and the employee must have authorization in accordance with College procedure.
- (3) Spouses and children (age 25 and under) and dependents of employees are eligible for this benefit.

ARTICLE XVI

VACANCIES AND RECLASSIFICATION

Section 16.1

When a new position is created, or when substantial changes are made in the level of responsibility for an existing position, the College and the Union shall negotiate over appropriate classification placement. The College may make initial placement determinations pending conclusion of such negotiations.

Section 16.2

Whenever a vacancy exists in a bargaining unit position, the position will not be filled, except on a temporary basis, until the position has been posted for five (5) working days. The vacant position shall be posted in every building and a copy of the posting will be delivered to the President of the Union.

Section 16.3

All applicants will be judged on their meeting the qualifications for the posted vacant position. In the event of equal qualifications, current employees will be given preference over outside applicants. In the event of equal qualifications amongst current employees, full-time employees will be given preference over part-time employees.

Section 16.4

An employee who is advanced to a new job position shall be given a trial period to perform the new job as follows: Custodial, Maintenance, Support I-- thirty (30) days; Support II, Support III, Support IV--sixty (60) days. Part-time employees will be given trial periods as follows: Support I -- 175 hours of work; Support II, Support III, Support IV -- 350 hours of work. In the event of his/her inability to perform the work properly following the trial period, he/she shall be reinstated to his/her previous position. When this provision creates a layoff situation, seniority will prevail.

Section 16.5

An employee shall be reclassified to a position of lower rank and pay only when he/she otherwise would be laid off from the higher rank. The Board shall not use such reclassification as a disciplinary measure.

Section 16.6

An employee who is reclassified from one classification to another classification shall be paid during the trial period at the rate of pay for the new classification.

Section 16.7

Employees shall have the right to refuse, without recourse, temporary assignments to higher job classifications. The College, at its discretion, may authorize additional compensation for such temporary assignments. If employees are assigned temporary additional duties within their classification or a lower classification, their pay rate shall not be reduced.

ARTICLE XVII

LAYOFF AND RECALL

Section 17.1

In the event of a reduction in staff, first temporary, then probationary, then part-time employees in the classification groups affected shall be laid off. Next, employees with low seniority in the classification group affected will be laid off, with the right to bump into any lower pay grade classification, based upon College-wide seniority, provided he/she is qualified to perform the work of the other classification group. Qualified shall mean possessing the minimum qualifications for the respective position and having previous satisfactory work experience in performing duties similar to those required in the new position.

Section 17.2

For the purposes of layoff and recall, there shall be two (2) separate pay grade classification schemes which may not be crossed in determining bumping rights. In descending order, the schemes are as follows:

A

Maintenance
Custodian

B

Support IV
Support III
Support II
Support I

Section 17.3

In reducing the work force of a group because of lack of work or funds within the College, the last employee hired in the group will be the first employee laid off in the group and the last employee laid off in the group will be the first employee recalled. Full-time employees on layoff may be given preference for recall purposes.

Section 17.4

If any person who is employed in the bargaining unit at the time this Agreement is ratified should hereafter be reduced to part-time status, insurance benefits shall be continued without cost so long as the employee is scheduled to work twenty-four (24) or more hours per week. If the employee should be scheduled to work fewer hours, the College's contribution toward the cost of such insurance benefits shall be in proportion which the scheduled hours bear to forty (40).

Section 17.5

The College shall give notice of an impending layoff to the affected employee at least fourteen (14) calendar days prior to the effective date of the layoff.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

Section 18.1

The College shall not discharge, suspend or discipline any employee without just cause.

Section 18.2

Employees will have the right to have Union representation at all or any level of disciplinary action taken against them. The employee must sign and receive a copy of any or all disciplinary action. This is not to be construed as an admission of guilt but only as an acknowledgment that such action exists.

ARTICLE XIX

REST PERIODS

Section 19.1

All employees shall receive a fifteen (15) minute rest period during each four (4) hours of work. The rest period should normally be taken in the middle of the four (4) hour period.

Section 19.2

Employees who work beyond eight (8) hours shall receive a fifteen (15) minute rest period for each additional four (4) hours worked.

Section 19.3

Employees may not lengthen the rest period or start work late or leave work earlier because of having missed a rest period.

ARTICLE XX

MEAL PERIODS

SECTION 20.1

All custodial and maintenance employees shall receive a scheduled paid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

Section 20.2

All other support staff employees who work five (5) or more continuous hours shall receive a scheduled unpaid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

ARTICLE XXI

HOURS

Section 21.1 Work Schedule

Each employee's normal starting and ending time shall be posted by Personnel on Union Boards in the Activities Building, the Administration Building, and the Power Plant.

Section 21.2

Work schedules will not be adjusted by the College to avoid an overtime situation.

Section 21.3 Work Week

- (1) The regular work week of full-time employees shall be forty (40) hours consisting of five eight hour days in order to provide a basis for calculating overtime only, except as specifically altered by other provisions of this Agreement. Employees will be paid time and one-half for all hours worked over forty (40) hours per week, or eight hours per day. Approved paid leaves will be considered as time worked for purposes of overtime calculation.

- (2) Due to special program requirements, COPE personnel will be placed on modified work schedules. Overtime will be calculated on such modified schedules on the basis of hours worked over forty (40) in a week or hours worked in excess of the scheduled work day.
- (3) Modified Work Schedules

Work schedules of individual employees may be modified without regard to the eight (8) hour-per-day provision of Section 21.3 (1) when mutually agreed to by the College and the Union. The Union shall act in the interest of the employee. The College shall provide for an administrative appeal process.

Section 21.4 Holiday Work Schedules.

- (1) When work shifts are scheduled for holidays, seniority will prevail across classifications in the custodial and maintenance classifications for the opportunity to work, i.e. 21.9 (5). If work is scheduled for the support staff classifications, such work shall be offered on the basis of seniority and qualification within classification. In the event the opportunity to work on a holiday is declined by all members of the employee classification, the College may hire outside the employee group to cover the shift. The accepting or declining of a holiday shift by the employee must be done twenty (20) working days in advance of the holiday. If custodial and/or maintenance work shifts are scheduled for holidays, such shifts shall consist of twelve (12) hours.
- (2) When the actual holiday falls on a Saturday or Sunday, thereby making the preceding Friday or succeeding Monday the contractually designated holiday, the bidding procedure described above shall be implemented for the actual holiday rather than the designated holiday with respect to the custodial and maintenance employees. Employees on the fourth shift who are regularly scheduled to work on the actual Saturday/Sunday holiday shall receive eight (8) hours of holiday pay described below for the actual Saturday/Sunday holiday. Such fourth shift employees shall be assigned twelve (12) hour shifts on the Friday/Monday designated holiday, but shall receive only straight pay for those hours. Employees on the fourth shift shall be required to work only thirty-two (32) hours in addition to their eight (8) hours of holiday pay for a total compensation of forty (40) hours under these circumstances.

Section 21.5

When the College is unable to obtain qualified outside people to work on the holidays, it shall have the right to temporarily assign employees, beginning with the least seniority and rotating to the most seniority in accordance with Section 21.4 (1) above to cover for

employees who are absent. The College shall also have the right to temporarily assign employees pursuant to this section to cover for employees who are absent due to illness, accident and/or vacations.

Section 21.6 Holiday Pay

Employees who do not work on a holiday will receive eight (8) hours straight time holiday pay for each holiday for which they are eligible. If an employee is scheduled or required to work and works on a holiday, he/she will be paid double time for all hours worked that day plus holiday pay in an amount equal to straight time multiplied by the number of hours worked that day.

- (1) To be eligible for holiday pay an employee must: work in full the regularly scheduled straight time work day prior to and the regularly scheduled straight-time work day after the holiday. For purposes of this subsection, employees on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and after the holiday.

Section 21.7 When the College is officially closed:

- (1) The support staff need not report but will be paid at regular straight time for their regularly scheduled hours during the duration of such closure.
- (2) The custodial and maintenance employees shall be required to report for their regularly scheduled shifts and will be paid time and one-half for the hours worked while the College is officially closed.
- (3) Custodial/Maintenance employees unable to report during a period when the College is officially closed or when the College has declared an emergency may elect to take one day emergency leave or may use vacation time or personal leave time to cover their absences or may take unpaid lost time.

The Board of Trustees or its designated representatives shall determine when the College is to be officially closed.

Section 21.8

Any employee who is asked to report on a call-in basis, including opening up or closing up above the normal work day or week, shall be paid a minimum of two (2) hours pay.

Section 21.9 Custodial and Maintenance Provisions

- (1) It is recognized that the requirements of maintaining a College make the setting of definite working hours impractical. The College shall have the right to fix, alter or change the regular work week, the regular work day, the number of hours of work,

the shifts, and the starting and ending time of each if posted forty-eight (48) hours in advance on bulletin boards provided for under the terms of the Agreement.

(2) Work Schedules

Work schedules that show the employees shift, work day, classification and hours of the shift shall be posted on bulletin boards provided for under the terms of this Agreement.

(3) Shift Designation

D-1 The day shift shall begin on or after 6 a.m., but prior to 12 noon.

D-2 The afternoon shift shall begin on or after 12 noon, but prior to 6 p.m.

D-3 The evening shift shall begin on or after 6 p.m., but prior to midnight.

D-4 For an employee assigned to the 4th shift, this shift will consist of twelve (12) hours on Saturday, twelve (12) hours on Sunday and two (2) eight (8) hour days to be worked between Monday through Friday inclusive.

(4) For employees on the shift designated as the fourth shift, time and one-half will be paid for all hours worked over forty (40) hours per week, and twelve (12) hours on the assigned twelve (12) hour days or eight (8) hours on the assigned eight (8) hour days.

(5) All overtime shall be divided equally. The difference in the accumulated overtime shall never be greater than eight (8) hours between employees of the same classification. A seniority list will be used in the offering of overtime. Overtime offered and refused by an employee shall be considered overtime worked by said employee. An employee must indicate acceptance or refusal of the offered overtime by signing and dating the overtime seniority list. The seniority list will be used, in descending rotation, in the offering of overtime.

(6) When an employee works out of his/her classification for more than one (1) hour in one (1) day, he/she shall be paid for all hours worked in said classification as follows:

(a) If the classification he/she is required to work in is lower, he/she shall be paid at his/her regular classification rate.

(b) If the classification he/she is required to work in is higher, he/she shall be paid at the regular rate of that classification.

(7) The College may declare an emergency condition to correct a situation which impedes or threatens to impede the normal functioning of the College. The length

of the emergency will be determined by the time it takes to relieve the conditions causing such emergency. Emergency pay will be paid for the hours of the College declared emergency. It is understood that an employee on duty during a College declared emergency will not leave unless released or until relieved.

ARTICLE XXII

CUSTODIAL/MAINTENANCE GENERAL PROVISIONS

Section 22.1

If an employee is required or requests to wear protective devices such as safety eye glasses, hard hat, welding aprons, welding gloves or any other type protective device, the College will furnish and maintain the required protective devices. The employee will take reasonable care of the protective devices.

Section 22.2

Supervisors shall not plow snow if it would deprive a bargaining unit employee of overtime work, except where a qualified employee is not available.

Section 22.3

Each employee will be furnished with the following uniforms at no cost to the employee in January, 1996 and July, 1997:

Work trousers and shirts	5 each
Winter jacket and cap	1 each
Summer jacket and cap	1 each

Employees shall take reasonable and proper care, including necessary repair of the clothing issued by the College. It is expected that eighteen (18) months should be the normal useful life of a set of uniforms, after which they will be replaced, except as replacement of an item is required earlier through no fault of the employee. Each employee will report for work in a clean and neat uniform and remain in uniform during his/her working hours at the College.

ARTICLE XXIII

JOB DESCRIPTION

Section 23.1 Custodian

Performs with a degree of independent judgment custodial duties for buildings and grounds such as sweeping, mopping, waxing, scrubbing, dusting, refuse disposal, snow removal from sidewalks and building entrances where a plow is not required and lawn care. Makes minor maintenance repairs and replacements such as light bulbs, fuses and washers. Moves heavy furniture and equipment. Checks lights and heating equipment. Locks and unlocks premises. Reports more serious repair needs, unusual conditions and evidence of hazardous situations after taking emergency steps to insure safety. Reports violations of rules. Will be required to monitor and report boiler equipment and refrigeration equipment. Security of College property. Performs other related duties as required.

Section 23.2 Maintenance

Performs with a degree of independent judgment general preventative and repair maintenance work in the College such as plumbing, carpentry, plastering, painting, electrical, ventilation, heating, air conditioning, snow removal and lawn care. Applies knowledge of building, fire, health and safety code requirements. Assists in the inspection of the College's facilities, noting condition of site, building and equipment which require attention and/or repair. Reports violations of rules. Assists in custodial duties when necessary. Security of College property. Performs other related duties as required.

Section 23.3

The College shall develop and maintain job descriptions for all positions in the Support I, Support II, Support III and Support IV classifications.

ARTICLE XXIV

Section 24.1

This Agreement supersedes the Policy Manual. In case of conflict with the Policy Manual, the Agreement prevails. In those areas not covered by the Agreement, the Policy Manual prevails.

Section 24.2

A copy of the current Policy Manual shall be provided to each new employee. It shall be the responsibility of the Director of Personnel to furnish each employee with any addenda

or changes in the Policy Manual and it shall be the responsibility of the employees to maintain their own copy of the Policy Manual in the current status.

Section 24.3

The Union has no objection to a smoke-free campus.

ARTICLE XXV

Section 25.1

The provisions of this Agreement are subject to any minimum standards which may be required by the Legislature. If any provision of this Agreement shall be ruled contrary to law, such provision shall not be valid or of further effect and shall be subject to renegotiation, but all other provisions shall remain in full force and effect.

Section 25.2

During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all matters. This represents the entire agreement of the parties. It is expressly understood and agreed that during the term of this Agreement neither party shall be required to engage in further collective bargaining on any matter or subject, whether mentioned herein or not.

ARTICLE XXVI
SALARY SCHEDULE

<u>Custodial</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	9.80	10.05	10.31
Step 2	10.14	10.40	10.67
Step 3	10.37	10.64	10.92
Step 4	10.68	10.96	11.24

<u>Maintenance</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	11.09	11.38	11.68
Step 2	11.32	11.61	11.91
Step 3	11.51	11.81	12.12
Step 4	11.86	12.17	12.49

<u>Support I</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	6.20	6.36	6.52
Step 2	6.38	6.55	6.72
Step 3	6.56	6.73	6.90
Step 4	6.72	6.90	7.07
Step 5	6.88	7.06	7.25
Step 6	7.19	7.38	7.57
Step 7	7.43	7.62	7.82
Step 8	7.64	7.84	8.05

<u>Support II</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	6.67	6.84	7.02
Step 2	6.90	7.08	7.27
Step 3	7.21	7.40	7.59
Step 4	7.43	7.62	7.82
Step 5	7.67	7.87	8.08
Step 6	7.98	8.19	8.40
Step 7	8.28	8.50	8.72
Step 8	8.54	8.76	8.99
Step 9	8.86	9.10	9.33
Step 10	9.42	9.66	9.91
Step 11	9.70	9.95	10.21

<u>Support III</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	7.50	7.70	7.90
Step 2	7.84	8.04	8.25
Step 3	8.19	8.40	8.62
Step 4	8.53	8.75	8.98
Step 5	8.83	9.06	9.30
Step 6	9.26	9.51	9.75
Step 7	9.66	9.92	10.17
Step 8	10.09	10.35	10.62
Step 9	10.50	10.77	11.05
Step 10	11.00	11.28	11.58
Step 11	11.33	11.62	11.92

<u>Support IV</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	10.41	10.68	10.96
Step 2	10.73	11.01	11.30
Step 3	10.99	11.27	11.57
Step 4	11.26	11.55	11.85
Step 5	11.50	11.80	12.11
Step 6	11.76	12.06	12.38
Step 7	12.02	12.34	12.66
Step 8	12.30	12.62	12.95
Step 9	12.55	12.87	13.21
Step 10	12.90	13.23	13.58
Step 11	13.23	13.57	13.92

Shift Differential: Fourth Shift - \$.25 per hour

Step Movement:

1. Full-time employees shall be eligible for step movement on July 1 of each succeeding contract year, provided that they were employed on or before September 30 of the previous contract year and have remained employed during that period of time.
2. Part-time employees shall be eligible for step movement as follows:
 - (a) On July 1 of each year, part-time employees shall receive a partial step movement equal to the percentage that their regularly scheduled hours per week compared to 40.
 - (b) The balance of the step movement shall be awarded upon completion of two thousand (2,000) hours of working following their last step movement/placement.

Longevity:

1. Full-time employees who have been employed for ten (10) consecutive years will receive an additional \$.30 per hour. This additional amount will be effective upon completion of the ten (10) years.
2. Full-time employees who have been employed for fifteen (15) consecutive years will receive an additional \$.32 per hour. This additional amount will be effective upon completion of the fifteen (15) years.
3. Full-time employees who have been employed for twenty (20) consecutive years will receive an additional \$.34 per hour. This additional amount will be upon completion of the twenty (20) years.
4. Full-time employees who have been employed for twenty-five (25) consecutive years will receive an additional \$.36 per hour. This additional amount will be effective upon completion of the twenty-five (25) years.

MONTCALM COMMUNITY COLLEGE BOARD OF TRUSTEES **MONTCALM COMMUNITY COLLEGE MESPA**

By *Restina E. Owen*
Chairperson

By VACANT
President

By *Martha Paul Brewster*
Secretary

By *Shirley G. Inbody*
Vice-President

By *Garrett Carboull*
Treasurer

By *Mary E. Ferguson*
Chairperson, Negotiations Committee

MEMORANDUM OF AGREEMENT

- I. For purposes of longevity under Article XXV of the Master Agreement, Carolyn Corwin and Karen Stevens shall be granted credit towards the consecutive years of service requirement as follows:

Carolyn Corwin 2/71 - 8/72
Karen Stevens 11/68 - 8/71

Any future breaks in employment will terminate accumulated credit for consecutive years of employment.

- II. Full-time employees will receive credit for prior consecutive part-time employment converted to a full-time equivalent credit.

MONTCALM COMMUNITY COLLEGE BOARD OF TRUSTEES **MONTCALM COMMUNITY COLLEGE MESPA**

By Beatrice E. Dow
Chairperson

By VACANT
President

Date 6/13/95

Date 6/20/95

By Margaret Ann Brundage
Secretary

By Shirley G. Inbody
Vice-President

By Karen A. Carboulli
Treasurer

By Mary E. Ferguson
Chairperson, Negotiations Committee

Memorandum of Agreement

between

Montcalm Community College

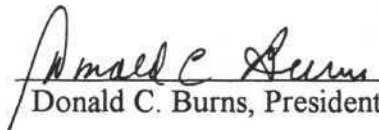
and

Montcalm Community College MESPA

Both parties agree to the following:

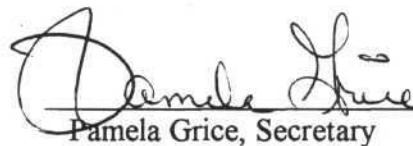
1. The 1995-96 salary schedules listed in Article XXVI of the current agreement shall each be increased by one percent (1%).
2. The 1996-97 salary schedules listed in Article XXVI of the current agreement shall reflect the cumulative effect of the additional one percent (1%) given for 1995-96.
3. The 1997-98 salary schedules listed in Article XXVI of the current agreement shall reflect the cumulative effect of the additional one percent (1%) given for 1995-96.
4. Said increases shall be retroactive to July 1, 1995.

MONTCALM COMMUNITY COLLEGE

 9/14/95
Donald C. Burns, President (date)

MONTCALM COMMUNITY COLLEGE
MESPA

 9/14/95
Rodney L. Nutt, President (date)

 9/14/95
Pamela Grice, Secretary (date)

ARTICLE XXVI

	SALARY		SCHEDULE
	1995/96	1996/97	1997/98
CUSTODIAL			
STEP 1	9.89	10.15	10.41
STEP 2	10.24	10.51	10.78
STEP 3	10.47	10.74	11.02
STEP 4	10.78	11.06	11.35
MAINTENANCE			
STEP 1	11.20	11.49	11.79
STEP 2	11.43	11.73	12.03
STEP 3	11.62	11.92	12.23
STEP 4	11.98	12.29	12.61
SUPPORT I			
STEP 1	6.26	6.42	6.59
STEP 2	6.44	6.61	6.78
STEP 3	6.62	6.79	6.97
STEP 4	6.79	6.97	7.15
STEP 5	6.95	7.13	7.32
STEP 6	7.26	7.45	7.64
STEP 7	7.50	7.70	7.90
STEP 8	7.72	7.92	8.13
SUPPORT II			
STEP 1	6.73	6.90	7.08
STEP 2	6.97	7.15	7.34
STEP 3	7.28	7.47	7.66
STEP 4	7.50	7.70	7.90
STEP 5	7.75	7.95	8.16
STEP 6	8.06	8.27	8.49
STEP 7	8.36	8.58	8.80
STEP 8	8.62	8.84	9.07
STEP 9	8.95	9.18	9.42
STEP 10	9.51	9.76	10.01
STEP 11	9.79	10.04	10.30

SUPPORT III

STEP 1	7.57	7.77	7.97
STEP 2	7.92	8.13	8.34
STEP 3	8.27	8.49	8.71
STEP 4	8.61	8.83	9.06
STEP 5	8.92	9.15	9.39
STEP 6	9.36	9.60	9.85
STEP 7	9.76	10.01	10.27
STEP 8	10.18	10.44	10.71
STEP 9	10.60	10.88	11.16
STEP 10	11.11	11.40	11.70
STEP 11	11.44	11.74	12.05

SUPPORT IV

STEP 1	10.52	10.79	11.07
STEP 2	10.84	11.12	11.41
STEP 3	11.10	11.39	11.69
STEP 4	11.36	11.66	11.96
STEP 5	11.61	11.91	12.22
STEP 6	11.87	12.18	12.50
STEP 7	12.14	12.46	12.78
STEP 8	12.42	12.74	13.07
STEP 9	12.67	13.00	13.34
STEP 10	13.02	13.36	13.71
STEP 11	13.35	13.70	14.06