

6/30/98

MASTER AGREEMENT
July 1, 1995 - June 30, 1998
BETWEEN
THE
BOARD OF TRUSTEES
AND
ADMINISTRATIVE COUNCIL
OF
MONTCALM COMMUNITY COLLEGE

Montcalm Community College

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	ADMINISTRATIVE COUNCIL RIGHTS	1
III	BOARD RIGHTS	2
IV	NEGOTIATIONS PROCEDURES	2
V	APPOINTMENTS AND EMPLOYMENT	3
VI	NO INTERRUPTION OF EDUCATION	5
VII	DUTIES AND RESPONSIBILITIES	5
VIII	CHANGES IN ORGANIZATION	6
IX	PROFESSIONAL DEVELOPMENT	6
X	PERFORMANCE APPRAISAL	7
XI	VACATION	9
XII	HOLIDAYS	10
XIII	UNPAID LEAVES OF ABSENCE	11
XIV	PAID LEAVES OF ABSENCE	12
XV	BUSINESS EXPENSE	13
XVI	GRIEVANCE PROCEDURE	14
XVII	TERMINATION, NON-RENEWAL OF CONTRACT; LAYOFF AND RECALL	16
XVIII	EMPLOYMENT EXTERNAL TO THE COLLEGE	17
XIX	RESIGNATION	17
XX	OTHER	18
APPENDIX A	COMPENSATION	19
APPENDIX B	BENEFITS	20
APPENDIX C	HOLIDAY SCHEDULES	22
APPENDIX D	DURATION OF AGREEMENT	23
	MEMORANDUM OF AGREEMENT	24

THIS AGREEMENT is made by the Board of Trustees of the Montcalm Community College (hereinafter "the Board") and the Montcalm Community College Administrative Council (hereinafter "the Council")

ARTICLE I

RECOGNITION

Section 1.1

The Board hereby recognizes the Administrative Council, as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for the following positions: Director of Learning Resource Center, Dean of Occupational Programs, Community Program Director, Registrar, Dean of Student Services, Dean of Liberal Arts and Business, Director of Accounting, Superintendent of Maintenance, Director of Nursing and Allied Health, Director of Financial Aid, , and Director of Business and Industry Development.

Section 1.2

The term "Administrator," when used herein, shall refer to all members of the bargaining unit represented by the Council.

Section 1.3

The term "Central Administrator," when used herein, shall refer to: The President, Vice President for Instructional Services and Vice President for Administrative Services.

ARTICLE II

ADMINISTRATIVE COUNCIL RIGHTS

Section 2.1

The rights granted to the Administrators in this Contract 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 2.2

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

Section 2.3

The Board agrees to furnish authorized representatives of the Council, in response to reasonable requests from time to time, information concerning the financial resources of the College including but not limited to: annual budgetary requirements and allocations, agendas and minutes of all Board meetings, official treasurer's reports, application and enrollment data and such other information as will assist the Council in developing intelligent, accurate, informed and constructive proposals on behalf of the members; together with information which may be necessary for the Council 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 personnel information requested might be rightfully divulged to anyone, and that such information will be made available in the form normally used by the various administrative offices.

ARTICLE III

BOARD RIGHTS

Section 3.1

The Board is responsible for the operation of Montcalm Community College and retains all rights in connection therewith as are provided by Michigan law.

ARTICLE IV

NEGOTIATION PROCEDURES

Section 4.1

It is expected that conditions of employment provided in this agreement shall remain in effect until changes by mutual agreement in writing between the parties. However, it is recognized that, from time to time, important matters of mutual concern may arise. It may be in the public interest that the opportunity for discussion of such matters be provided. Upon mutual consent, the parties accordingly agree to cooperate in arranging meetings, selecting representatives, furnishing necessary information, and otherwise constructively resolving any such matters.

Section 4.2

Negotiations shall not be re-opened prior to May 1 or later than June 15 of the year in which this Master Agreement expires except by mutual consent.

ARTICLE V

APPOINTMENTS AND EMPLOYMENT

Section 5.1

Administrators shall be employed under annual written individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Such contracts shall be effective on July 1 and terminate on the subsequent June 30.

Section 5.2

Administrators may request to be employed under a contract for less than fifty-two (52) weeks per year. Such reduced contracts will be in accordance with College procedures.

Section 5.3

All such contracts shall be issued by hand to hand personal delivery or by certified mail, return receipt requested, addressee only, no later than the third Wednesday in March or seven (7) calendar days following the date when notice of ratification of a succeeding Master Agreement has been given by each party to the other, whichever is later.

Section 5.4

Such contracts are to be signed and returned to the College President's office two (2) weeks after their receipt by the Administrator or by the second Monday in April, whichever is later. Failure to return a signed contract in person or by certified mail by the date due shall be considered as notice of intent not to return to Montcalm Community College for the following contract year.

Section 5.5

Each Administrator shall observe a reasonable work schedule subject to the approval of that Administrator's immediate supervisor. Such schedule should reflect the needs for supervision of the Administrator's area of responsibility, the need to participate in meetings and conferences on and off campus, the responsibility to complete required reports, the need to maintain contact with other colleges and with the community, and other demands relating to professional administration.

Section 5.6

The Board shall have the right to decide whether or not to fill any vacant administrative position. Vacant administrative positions which the Board decides to fill shall be posted for at least twenty (20) days before being permanently filled.

Section 5.7

Any Administrator who applies and is qualified for such position shall be interviewed for such position.

Section 5.8

The names of candidates for an Administrative position shall be submitted by the President to an ad hoc interview committee composed of Administrators, faculty and/or other professional staff chosen by the President for its consideration. That committee shall make its recommendation to the President.

Section 5.9

The nomination of a candidate to the Board for an Administrative position rests solely with the President. The Board shall have the complete right to make all appointments to any Administrative position, provided that in making such appointments it will not discriminate with regard to sex, race, color, age, religion, country of origin or ancestry, political beliefs, marital status, or membership or participation in or association with the activities of any professional organization.

Section 5.10

If the Board decides not to fill any vacant Administrative position, the Council shall be notified as to any re-allocation of functions previously performed by such Administrator. Similarly, notices of any change in job description which may be required as a result of any such re-allocation of functions shall be given to any Administrator who would be affected thereby.

Section 5.11

If any Administrator asks or is asked to teach a class or classes, all arrangements for additional compensation and/or released time shall be made before the time such teaching begins.

Section 5.12

There shall be no restriction on the College's right to assign Administrators to work in the prisons.

Section 5.13

In recognition of the involvement of the College in the community it serves, the Council agrees that any individual employed after February 1, 1984 as Dean of Student Services shall be required to reside in the Montcalm Community College district.

ARTICLE VI

NO INTERRUPTION OF EDUCATION

Section 6.1

Consistent with the declared purpose of providing postsecondary education opportunities for the students of Montcalm Community College, the Council and the Administrators agree that during the life of this Agreement, and under specific conditions agreed thereto, they will not encourage, participate in, or cause any interruption in the operation of the College or the educational programs of Montcalm Community College students.

ARTICLE VII

DUTIES AND RESPONSIBILITIES

Section 7.1

The Board shall have the right to establish and equitably enforce rules and policies relating to the duties and responsibilities of Administrators, provided these rules and policies do not conflict with this Agreement.

ARTICLE VIII

CHANGES IN ORGANIZATION

Section 8.1

Before the Board decides to make any change in the organizational structure of the College which would have an effect on the duties and responsibilities of any Administrator, notice of such a proposed change will be given to the Council. Upon request by the Council made within fourteen (14) days thereafter, the President or the President's designee shall meet with a committee of the Council to review the proposed changes and to receive its response and comments. Such comments will be considered before the proposed organizational change or any modification thereof is implemented. If the President disagrees with the committee's suggestions, the President will convey the reasons for disagreement in writing to the committee.

Section 8.2

Any Administrator whose position is eliminated by a change in organization shall, for the remaining term of his/her individual contract of employment, be offered assignment to any then vacant Administrative position for which the Board considers that Administrator to be qualified and which the Board desires to fill. The Administrator may request assignment to a position in another employee group which the Board has determined to be vacant, if qualified therefore and eligible for such assignment under the terms of any collective bargaining agreement which is applicable. In either case, the Administrator shall be paid the rate of pay for the position to which assigned.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

The College and the Administrative Council acknowledge the value of professional development and are jointly committed to the continuous enhancement of the many facets of employees' lives which impact on their professional competence and success. In recognition of this commitment, each administrator is encouraged to annually create and pursue a professional development plan aimed at maintaining competency, increasing proficiency, and broadening skills. Each administrator's plan should be based on a statement of future professional goals. Activities included in the plan should be consistent with these stated goals and may consist of traditional coursework, professional conferences, assessment of relevant operations at other organizations and educational institutions, and other activities which support professional growth.

The professional development plan and the administrator's activities pursuant thereto will be reviewed with the administrator's immediate supervisor. College resources will generally be expended to support only the professional development activities of administrators who have prepared a professional development plan.

ARTICLE X

PERFORMANCE APPRAISAL

Section 10.1

A written performance appraisal shall be made of each Administrator each school year. Normally, this will be done by that Administrator's supervisor. The format of the performance appraisal instrument to be used will be made known to each Administrator at the beginning of that year.

Section 10.2

The performance appraisal shall be completed, reviewed with the appraiser and discussed with the Administrator no later than February 28 of each calendar year.

Section 10.3

A new Administrator or an Administrator transferred to a new position shall have a performance appraisal within six (6) months of the date of appointment to such position. The primary objective of such appraisal is to promote an understanding of the new responsibilities and to insure that the Administrator gets off to a good start in the new position.

Section 10.4

At the termination of the appraisal interview both of the principals shall sign the written document. The Administrator's signature means that the evaluation was conducted and does not necessarily indicate agreement with its content.

Section 10.5

If the appraisal is not acceptable to the Administrator, the following review procedure may be used:

- a. The Administrator shall identify that portion of the appraisal considered unacceptable and state the reasons therefore in writing. Such statement shall be attached to and become part of the appraisal.

- b. The Administrator may also ask to meet with the President for a review of the appraisal.
- c. If such meeting with the President does not resolve the matter, the Administrator may request that the appraisal be reviewed with a committee of three (3) members of the Board.
 - 1. The initiative for such action shall rest with the dissatisfied Administrator.
 - 2. The dissatisfied Administrator must inform the President of the College, in writing, of the request for this informal review within fourteen (14) days after the meeting with the President as described in (1) above.
 - 3. The President of the College shall inform the Chairperson of the Board or the Chairperson's designee of such request within five (5) days after its receipt.
 - 4. The Chairperson of the Board or the designee shall arrange for a committee of three (3) Board members to conduct a review of the appraisal within one (1) month after receiving the request for such review.
 - 5. Such review shall be informal and shall consist of such investigation as the committee shall consider appropriate. It shall, however, include a conference with the Administrator and the appraiser.
 - 6. Within sixty (60) calendar days after initiation of the request for review the committee shall issue its written decision which shall be final.
- d. The above process may be abandoned by mutual consent at any step.

Section 10.6

A job description shall be prepared for each Administrative position. It will be reviewed in conjunction with the Administrator's annual evaluation and updated as appropriate.

ARTICLE XI

VACATION

Section 11.1

Paid vacation days will be provided to Administrators whose individual contracts are for forty (40) or more weeks per year.

Section 11.2

Vacation is earned at the base rate of two (2) days per completed month of employment. In the tenth through fourteenth years of continuous employment, an additional two (2) vacation days will be available annually (for an annual total of 26 days). In the fifteenth through nineteenth years of continuous employment, an additional four (4) vacation days will be available annually (for an annual total of 28 days). In the twentieth year of continuous employment and thereafter, an additional six (6) vacation days will be available annually (for an annual total of 30 days).

Section 11.3

A full-time Administrator whose individual contract is for fifty-two (52) weeks per year will earn paid vacation days annually as described in Section 11.2. A full-time Administrator whose individual contract is less than fifty-two (52) weeks per year will have earned vacation days calculated on a pro rata basis according to the number of weeks or fractions thereof worked.

Section 11.4

Vacation may be taken at any time in the period when eligibility has been established, days earned and approval obtained from the Administrator's supervisor.

Section 11.5

Vacation days are not normally cumulative; however, Administrators may carry a maximum number of days into the next fiscal year. This maximum shall be equal to the number of vacation days earned annually as described in Section 11.2. If an Administrator has to forfeit a part or all of earned vacation days during a fiscal year because of a special College request not to take vacation, an exception can be made upon the recommendation of the supervising Administrator and the approval of the President.

Section 11.6

Payment of vacation days will be at the contractual rate of the Administrator effective at the time the vacation is taken.

Section 11.7

When possible, the Administrator should notify the appropriate supervising Administrator a minimum of one month in advance for approval.

Section 11.8

An Administrator transferred from one Administrative position to another shall be permitted to carry accumulated vacation days to the new position, subject to the above limitations.

Section 11.9

At the time of termination of employment, an Administrator shall be compensated at the current rate of pay for unused earned vacation to a maximum number of days. This maximum shall be equal to the number of vacation days earned annually as described in Section 11.2.

ARTICLE XII

HOLIDAYS

Section 12.1

The following holidays are recognized and an Administrator's regular salary shall not be reduced for not working on such holidays:

- a) New Year's Day (January 1)
- b) Good Friday
- c) Memorial Day (last Monday in May)
- d) Independence Day (July 4)
- e) Labor Day (first Monday in September)
- f) Thanksgiving Day (fourth Thursday in November and the day after)
- g) Christmas Eve Day (December 24 when it is a Monday through Friday work day)
- h) Christmas Day (December 25)

When a holiday falls on Saturday, the preceding Friday shall be considered the holiday. If any of the above holidays falls on a Sunday, the offices will be closed on the following Monday. (See Appendix C for specific schedules.)

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

Section 13.1 Child Care Leave

Upon written request, an Administrator who is an expectant parent may be granted Child Care Leave, without pay, for the purpose of child bearing and/or rearing.

- a. An expectant mother shall request a leave at least five (5) months prior to the expected birth, which request shall indicate the date on which she desires to begin and end such leave.
- b. Child Care Leave shall begin anytime that is reasonable to the Administrator and in the best interest of the College, and may continue for a maximum of one (1) year. Such leave may be extended for six (6) months by written agreement between the President and the Administrator.
- c. At least three (3) months before the expiration of such leave, the Administrator must submit, in writing to the President, either a statement of intention to return, as agreed, or a request for an extension of the leave.
- d. A male Administrator, 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 year thereafter.
- e. In the event of the death of the object child of the leave, the leave of absence may be terminated.
- f. Upon return, if a position is available, the Administrator shall be reinstated to the former position or a comparable position based upon qualification.
- g. Administrators 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.
- h. Any full-time employee hired to replace an Administrator on Child Care Leave is employed under temporary contract terminable upon return of the Administrator on leave.

Section 13.2 Military Leave

An Administrator may request an unpaid leave of absence for reasons not otherwise specified herein. Request for such leave shall be made in writing and shall state the reason therefore and the duration thereof. The Board of Trustees shall have complete and final authority to approve or deny such request. The term of such leave and the position to which the Administrator will return upon expiration shall be determined at the time any such leave is approved. Failure to return at the specified time shall be considered to be a voluntary resignation.

Section 13.4

All fringe benefits shall be suspended during any unpaid leave of absence, provided that (unless otherwise limited by the carrier) they may be continued at the Administrator's expense.

ARTICLE XIV

PAID LEAVES OF ABSENCE

Section 14.1 Sick Leave

Sick Leave is defined as a period of an Administrator's absence because of personal illness or disability. Twelve (12) Sick Leave days will be made available at the beginning of an Administrator's first year of employment. Thereafter, each Administrator will be credited with one (1) day Sick Leave per month accumulative without limitation.

Administrators shall be allowed to use sick leave for personal illness or for inability to work because of pregnancy, childbirth and necessary recovery therefrom. Sick leave may also be used for absences required by the quarantine or serious illness of their children, parents, step parents or members of their immediate household.

Section 14.2 Bereavement

Each full-time Administrator shall be allowed leave, with pay, in the following cases:

- a. A total of three (3) days will be allowed for each death in the immediate family/household. Two (2) additional days, or five (5) for spouse, may be allowed but must be taken from Sick Leave.
- b. The immediate family is interpreted to include: father, mother, brother, sister, husband, wife, son, daughter, grandparents, step or foster children, grandchildren and the equivalent in-law relationship of the above.

- c. 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.
- d. In the event of death in one's immediate family, time shall be allowed for travel. Such travel time shall also be deducted from Sick Leave.

Section 14.3 Jury Duty or Trial Witness Leave

An Administrator will be allowed time off, with pay, for days spent in jury service or as a trial witness. An Administrator excused from jury duty or as a trial witness for one-half day or more shall report to the College for regularly assigned duties. Compensation for jury duty or as a trial witness shall be remitted to the General Fund of the College.

Section 14.4 Sabbatical Leave

A full-time Administrator will be eligible to apply for a Sabbatical Leave after completing five (5) years of full-time service as an Administrator. Such requests shall be made to the President for submission to the Board and shall comply with the relevant provisions of the College Policy Manual. The Board shall have complete authority to approve or deny any such request.

ARTICLE XV

BUSINESS EXPENSE

Section 15.1

The nature of the College's operation requires that Administrators travel on College business when performing a variety of usual routine functions. For this kind of travel the College does not require the Administrator to receive prior travel authorization. However, an Administrator is required to submit a travel authorization form and to have prior approval of the appropriate Central Administrator to participate on non-routine travel.

Section 15.2

All requests for out-of-state travel must have the approval of the appropriate Central Administrator.

Section 15.3

All persons traveling on official business of Montcalm Community College will be reimbursed for added travel related to a specific assignment in their personal vehicles at the rate approved by the Board.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1

The term "grievance" shall mean a complaint by an Administrator or by the Council in its own behalf that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 16.2 - STEP ONE

An Administrator shall initiate within ten (10) working days after becoming aware of the occurrence of the alleged violation, a request to first discuss the matter with an appropriate Central Administrator. If the grievance is not satisfactorily resolved at Step One, it may be submitted to Step Two by the Council.

Section 16.3 - STEP TWO

Within ten (10) days of the Central Administrator's response at Step One the Council shall submit to the President a written grievance which shall set forth the nature of the dispute and the relief requested. The President shall provide the Council a written answer to the said grievance within ten (10) days of the grievance submission. If the answer received at Step Two is unacceptable to the Council, the grievance may be appealed to Step Three by the Council within ten (10) days of said answer.

Section 16.4 - STEP THREE

The appeal shall be in writing to the Board delivered through the College President. The Chairperson of the Board or the Chairperson's designee shall arrange for a grievance hearing within one (1) month after the date of the request for the hearing. Within ten (10) days following the hearing the Board shall provide the Council with a written answer. If the answer received at Step Three is unacceptable to the Council, the grievance may be appealed to Step Four by the Council by providing the Board with a written request for arbitration within ten (10) days.

Section 16.5 - STEP FOUR

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. The arbitrator shall not substitute his/her 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 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 the arbitrator's authority as set forth above. It shall be final and binding on the Council, its members, the Administrator involved, and the College. Neither the College nor the Council 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 Council. 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.

ARTICLE XVII

TERMINATION, NON-RENEWAL OF CONTRACT; LAY OFF AND RECALL

Section 17.1

No Administrator will be disciplined or terminated during the term of that Administrator's annual contract without just cause.

Section 17.2

An Administrator whose contract is not to be renewed shall be given advance notice of such intention. An Administrator having completed more than three (3) years of employment shall be given six (6) months advance notice; an Administrator having completed less than three (3) years of employment shall be given three (3) months advance notice.

Section 17.3

An Administrator may, within ten (10) calendar days after receipt of such notice, request in writing a meeting with the Board to discuss the intention of the Board not to renew the contract. Such request shall be filed with the President of the College and shall contain a statement of the reason or reasons the Administrator believes the contract should be renewed.

Section 17.4

Within five (5) days the President shall forward such request to the Board Chairperson who shall convene the Board within thirty (30) days.

Section 17.5

The meeting will be informal. The Administrator shall have the right to such representation as he/she shall wish and shall have an opportunity to present such statements, materials, documents and other evidence as that Administrator shall consider appropriate.

Section 17.6

The Board shall make its decision no later than fourteen (14) days following the close of such hearing and shall advise the Administrator thereof, in writing, within seven (7) days thereafter. Such decision shall be final.

Section 17.7

An Administrator whose annual contract is not to be renewed shall have the right to request assignment to any position in another employee group which the Board has determined to be vacant, if the Administrator is qualified and eligible for such assignment under the terms of any collective bargaining agreement which is applicable.

Section 17.8

The Board reserves the right to lay off Administrators without pay. Such layoff will normally not be effected during the term of an Administrator's annual contract but may be done at that time in the event of a financial exigency.

Section 17.9

If, within two (2) years after layoff, the Board decides to recall the Administrator who was laid off, that Administrator will be offered recall to the position formerly held.

ARTICLE XVIII

EMPLOYMENT EXTERNAL TO THE COLLEGE

Section 18.1

Consulting duties, speaking and other personal engagements, supplemental employment, etc., should normally be scheduled during vacation time or at other times when the duties will not interfere with the Administrator's College responsibilities. When such an arrangement is not possible, the President may grant reasonable periods of time away from campus, with pay, for the Administrator to fulfill these types of duties. All fees and salaries received by the Administrator for the external employment opportunities, when on released time, shall be remitted to the General Fund of the College.

ARTICLE XIX

RESIGNATION

Section 19.1

If, during the term of an individual contract, an Administrator wishes to resign, the Administrator shall notify the President, in writing, as early as possible in advance of the resignation date but no later than thirty (30) calendar days.

ARTICLE XX

OTHER

Section 20.1 Policy Manual

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

A copy of the current Policy Manual shall be provided to each new Administrator. It shall be the responsibility of the President of the College to furnish each Administrator with any addenda or changes in the Policy Manual and it shall be the responsibility of each Administrator to maintain his/her own copy of the Policy Manual in a current status.

Section 20.2 Smoke-Free Campus

The Administrative Council has no objection to a smoke-free campus.

APPENDIX A
COMPENSATION

Effective July 1, 1995 through June 30, 1998, Administrators' salaries shall be:

<u>POSITION</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Community Program Director.....	\$33,000	\$33,858	\$34,739
Dean of Liberal Arts & Business.....	\$55,006	\$56,436	\$57,903
Dean of Occupational Programs.....	\$53,412	\$54,800	\$56,225
Dean of Student Services.....	\$56,699	\$58,173	\$59,685
Director of Accounting.....	\$43,879	\$45,020	\$46,190
Director of Business & Industry Development.....	\$43,092	\$44,212	\$45,362
Director of Financial Aid.....	\$38,044	\$39,033	\$40,048
Director of Learning Resources Center.....	\$39,217	\$40,236	\$41,283
Director of Nursing & Allied Health.....	\$45,967	\$47,162	\$48,388
Maintenance Superintendent.....	\$39,778	\$40,812	\$41,873
Registrar.....	\$36,000	\$36,936	\$37,897

The above columns reflect the increases below.

- July 1, 1995 - June 30, 1996 - 2.6% increment
- July 1, 1996 - June 30, 1997 - 2.6% increment
- July 1, 1997 - June 30, 1998 - 2.6% increment

If, during the life of this Agreement, a new Administrator is employed to replace a current Administrator, his/her salary will be determined at the time of employment.

The joint bargaining team will meet in April of 1996 to review the salaries of similar administrative positions at comparable community colleges. The joint bargaining team will meet in April of 1997 to review, discuss, and address salaries of administrative positions as they relate to salaries of similar positions at comparable institutions.

Presently, Alpena, Glen Oaks, Gogebic, Kirtland, Mid Michigan, North Central, and West Shore are considered comparable.

APPENDIX B

ADMINISTRATIVE COUNCIL BENEFITS

July 1, 1995 - June 30, 1998

A. Tuition Free Study

1. Employees may enroll in MCC courses (credit, non-credit or recreation) tuition and fee free within the following limitations:
 - a. The waived fees include only the application fee and the activities fee.
 - b. On non-credit and recreation courses the maximum contribution by the College shall be the cost of in- district tuition and fees equal to one three (3) credit hour course each semester.
 - c. Participation in tuition-free study must not interfere with the employee's regular College responsibilities.
 - d. Spouses and children (age 25 and under) and dependents of employees are eligible for this benefit.

B. Insurance Benefits

The maximum amount paid per employee by the College for these benefits will be as follows:

- 1995-96: The MESSA-PAK Rate for 1994-95 x 1.04
- 1996-97: The MESSA-PAK Rate for 1995-96 x 1.04
- 1997-98: The MESSA-PAK Rate for 1996-97 x 1.04

Any premiums over these amounts will be paid by the employee through payroll deduction.

1. Health Insurance

Health insurance at least equal to current Blue Cross/Blue Shield coverage for a full twelve-month (12) period for the employee plus eligible dependents.

2. Dental Insurance

Insurance at least equal to 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.

3. Long Term Disability

The College will continue to provide long term disability insurance for each employee. Benefits shall begin after ninety (90) days of disability and continue at 66-2/3% to age sixty-five (65), up to a maximum monthly benefit of \$3,000.

4. Life Insurance

Life insurance in the amount of the employee's base salary rounded to the next higher one hundred dollars (\$100) will be provided by the College payable to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Employees may purchase additional life insurance at the group rate as allowed by the carrier.

Spouse/dependent life insurance may be available for employee purchase at group rates as allowed by the carrier.

5. Vision

The College will provide full family vision insurance.

6. Options

The College will permit employees who do not elect health insurance coverage to apply the amount of the single subscriber premium toward the purchase of additional life insurance through the College life insurance program. Dollars not used on these options may be applied on an individual basis to purchase any approved tax deferred annuities. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

APPENDIX C

ADMINISTRATIVE COUNCIL

Holiday Schedules

1995 - 1996

Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Thanksgiving Day	Thursday, November 23
Day after Thanksgiving	Friday, November 24
Christmas Day	Monday, December 25
News Years Day	Monday, January 1
Good Friday	Friday, April 5
Memorial Day	Monday, May 27

1996 - 1997

Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Christmas Eve Day	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Years Day	Wednesday, January 1
Good Friday	Friday, March 28
Memorial Day	Monday, May 26

1997 - 1998

Independence Day	Friday, July 4
Labor Day	Monday, September 1
Thanksgiving Day	Thursday, November 27
Day after Thanksgiving	Friday, November 28
Christmas Eve Day	Wednesday, December 24
Christmas Day	Thursday, December 25
News Years Day	Thursday, January 1
Good Friday	Friday, April 10
Memorial Day	Monday, May 25

The Central Administration will have the option to either grant, with pay, the number of workdays which fall between Christmas and New Years Day as additional vacation, or to assign these days as work days. In the event that an Administrator does work on some or all of these days, the Administrator will be paid an additional amount prorated according to the Administrator's salary.

APPENDIX D

This Agreement shall be effective July 1, 1995, and shall continue in effect through June 30, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTCALM COMMUNITY COLLEGE

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Board of Trustees

Administrative Council

By Bertine E. Down
Chairperson

By Margery Forist
President

By Maretha Paul Kennedy
Secretary

By Sally Kocis
Secretary

MEMORANDUM OF AGREEMENT

During the life of this agreement, a committee may be established to examine the feasibility of a "pool" for sick leave days. Any recommendations of this committee will be forwarded to the joint bargaining team that negotiated this agreement. The joint bargaining team will meet to discuss these recommendations.

MONTCALM COMMUNITY COLLEGE

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Board of Trustees

Administrative Council

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