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6/30/2000

**AGREEMENT
BETWEEN
OF
CHARLES STEWART MOTT COMMUNITY COLLEGE
AND
THE CHARLES STEWART MOTT COMMUNITY
COLLEGE
PROFESSIONAL/TECHNICAL UNIT
MCC PT UNIT MEA/NEA**

Effective July 1, 1996 through June 30, 2000

Mott Community College

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AGREEMENT BETWEEN
BOARD OF TRUSTEES OF THE C. S. MOTT COMMUNITY
COLLEGE DISTRICT

-and-

THE C. S. MOTT COMMUNITY COLLEGE
PROFESSIONAL, TECHNICAL UNIT

This agreement is made and entered into this first day of July, 1996, by and between the Board of Trustees of the Charles Stewart Mott Community College District (hereinafter referred to as the "Board") and the Charles Stewart Mott Community College Professional, Technical Unit (hereinafter referred to as the Pro-Tech).

PREAMBLE

WHEREAS, the Pro-Tech and the Board affirm their mutual interest in the development and administration of sound educational programs, consistent with community resources, for the students of the C. S. Mott Community College District; and,

WHEREAS, the Pro-Tech and the Board recognize that the administration of sound educational programs is dependent in large part upon the cooperative action of the administrative personnel represented by the Pro-Tech and the Board in full and proper execution of Board policies; and,

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Pro-Tech as the collective bargaining representative of its Professional, Technical employees with respect to hours, wages, terms and conditions of employment,

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1
RECOGNITION

Section 1. Recognition and Bargaining Unit. The Board recognizes the Charles Stewart Mott Community College Professional, Technical Unit MEA/NEA (Pro-Tech) as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for all full-time employees and all of the regularly scheduled part-time employees averaging at least twenty (20) hours or more per week for an academic semester or more and which are within the definition of the Professional Technical unit as listed in Appendices A and F, and all additions to that unit after contract ratification.

Section 2. Administrative Duties. Administrative duties may not be added to any position within the bargaining unit which shall have the effect of removing such position permanently from the bargaining unit without prior negotiation with the Pro-Tech.

Section 3. New or Consolidated Positions.

A. The College's senior Human Resources manager shall notify the Pro-Tech of all new or consolidated positions (whether permanent, interim or temporary) prior to said positions being posted. The Pro-Tech shall respond to the College's senior Human Resources manager within ten (10) working days from receipt of said notice. In order to facilitate review of said positions the College's senior Human Resources manager shall provide the Pro-Tech with:

- 1.** A proposed job description.
- 2.** The name of the supervisor recommending said position or other appropriate resource person.

B. Should the classification recommended by the Pro-Tech not agree with the recommendation from management, the final decision shall be made by the Board of Trustees.

C. Consolidated positions are defined as two or more bargaining unit positions combined into one position. If a bargaining unit position is combined with a non-bargaining unit position to form a new bargaining unit position said position shall be treated as a new position.

Section 4. Employee Defined. The term "employee," when used in this Agreement, shall mean any member of the Professional Technical unit as described in Section I of this Article.

Section 5. Job Descriptions. Each position within the Pro-Tech will have an official job description. This job description will include, but not be limited to:

- A. Position title.
- B. Explanation of reporting relationships.
- C. Duties and responsibilities.
- D. Minimum education and/or experience.
- E. Grade placement.
- F. Pay Grade.

This job description will be presented in a standardized format to be determined by the College's senior Human Resources manager. The official job description may be developed by the immediate supervisor of the position with consultation available from others. The job description will be forwarded for review and approval through the appropriate line of reporting to the President or designee, and will include a technical review by the College's senior Human Resources manager. The official job description will be housed in the Office of Human Resources. Copies of approved job descriptions may be obtained from the Office of Human Resources upon request.

Section 6. Classification Review Committee. The purpose of the classification review committee is to provide for the grading, placement and classification of Pro-Tech positions in an objective and consistent manner.

Section 7. Composition of the Classification Review Committee. The classification review committee shall have four (4) members; two (2) members to be appointed by the Board and two (2) Pro-Tech members to be appointed by the Pro-Tech.

ARTICLE 1

Section 8. Procedures. The following procedures will be established for the classification review committee:

A. A request for a review of any new, consolidated or existing position in the Pro-Tech unit at the College may be made by any of the following: the employee, the immediate supervisor, or any of his/her line superiors. Request forms (Appendix D) may be obtained at the Office of Human Resources. Such a request shall be submitted to the Office of Human Resources.

B. The classification review shall consist of:

- (a) reviewing the official job description;
- (b) reviewing past and/or other related job descriptions;
- (c) reviewing the classification review request form;
- (d) reviewing the classification instrument, and may include;
- (e) interviewing the parties involved. No attempt will be made to evaluate the performance of the person currently holding the position. The Office of Human Resources will provide job descriptions upon request.

Within ten (10) working days of the date a request is received or a referral from another CRC is received, the involved parties will be notified by the Office of Human Resources of a future hearing date to occur within an additional ten (10) working days.

C. The committee's recommendations (Appendix E) shall be forwarded to the President through the College's senior Human Resources manager within five (5) working days of the hearing. The actions taken by the committee are recommendations to the President; the President will inform the committee of his/her disposition of its recommendation within fifteen (15) working days. All parties involved in the review shall receive formal notification of the President's decision by the College's senior Human Resources manager within five (5) working days of his/her receipt of the decision.

D. All new positions to be assigned grades utilizing the CRC point system.

Section 9. Right to Appeal. After completion of those procedures used in review or appeal, a position will not be subject to reevaluation until a period of six (6) months has elapsed.

The Pro-Tech committee will jointly review/prepare the CRC instrument to be utilized in review of a position. The Pro-Tech committee shall submit any changes to the College's senior Human Resources manager for his/her approval.

Any position downgraded as a result of a CRC decision shall not cause a reduction in salary for the position's incumbent but will be redlined.

Section 10. Individual Contracts. The Board shall not enter into any other agreements with employees in the bargaining unit, individually or collectively, which in any way conflicts with the provisions hereof unless mutually agreed to by the Union and the College.

Section 11. No Other Agreements. The Board will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Pro-Tech as the sole and exclusive bargaining agent for "employees" as set forth herein.

Section 12. Part-time Employees. All regularly scheduled part-time positions averaging at least twenty (20) or more hours per week for at least an academic semester are within the bargaining unit. Any changes in the scheduled hours of these positions will be discussed with the Pro-Tech prior to the effective date of change. The hours worked will be maintained on a semester basis and used to determine eligibility and/or prorata share of benefits.

Documentation of the work schedule of bargaining unit members who work on a less than ongoing basis (for example, employees who work in child care and Interpreters) will be provided by the supervisors to the employee and Human Resources Office. Human Resources will provide copies of the schedule to the Union.

ARTICLE 2

BOARD OF TRUSTEES RIGHTS

Section 1. Rights. The Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and of the United States except as expressly limited by the terms of this Agreement.

Section 2. Retained Rights. The Board retains and reserves unto itself, subject to due process the right to discipline up to and including discharge of any employee, regardless of status, for any of the following reasons:

- A. Insubordination.
- B. Theft.
- C. Misappropriation of services and/or materials.
- D. Sexual or racial harassment of employees, and/or students.
- E. Physical abuse of another employee or student.
- F. Falsification of application if discovered during the first 12 months of employment.

Due process is defined as:

- 1. The right to be heard,
- 2. The right to be represented,
- 3. The right to face and cross examine the accuser(s).
- 4. And, in the case of discharge of non-probationary employees, the right of arbitration following the grievance procedure as outlined in Article 8.

ARTICLE 3

EMPLOYEE AND PRO-TECH RIGHTS

Section 1. Public Employment Relations Act. Employees and the Pro-Tech, as the exclusive bargaining representative of the employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

Section 2. Use of Facilities. The Pro-Tech and its members shall have the rights to use College building facilities for business meetings when such facilities are not otherwise in use. Use for other than business meetings shall be in accordance with the Board's rental rules applicable to restricted membership organizations.

Section 3. Use of Equipment. Pro-Tech officers or designees shall have the right to use College equipment, including computer equipment and software, typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (1) that no such equipment shall be removed from the College without permission; (2) the equipment is not otherwise in use; (3) that permission to use such equipment is requested from the person having charge thereof; and (4) the Pro-Tech will be accountable for charge back where such accounting is maintained. The Pro-Tech shall provide all materials and supplies and shall be responsible for all damages resulting from such use.

Section 4. Mailing/Insignias. The Pro-Tech shall be given access to employees' mail boxes (including voice and e-mail) for the distribution of informational material, and the Pro-Tech and its members shall be permitted to use office bulletin boards to post notices of its activities and matters of Pro-Tech concern, provided that all mailings and postings are identified with the author's or organization's name. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Pro-Tech so long as the insignia, pins or identification do not disrupt office procedures.

Section 5. Information. The Board agrees to furnish to the Pro-Tech in response to requests from time to time available information concerning the financial resources of the district, adopted budgets, Board minutes, and such other information as it may reasonably require. *Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.*

Section 6. Application of Agreement. The provisions of this Agreement shall be applied in a manner which is not capricious or discriminatory and be in conformance and compliance with federal, state, civil and human rights statutes.

Section 7. Membership/Non-discrimination. Membership in the Pro-Tech shall be open to all employees regardless of race, creed, religion, color, national origin, age, sex, handicap or marital status. The Pro-Tech agrees to represent equally all employees without regard to membership or participation in, or association with the activities of, the Pro-Tech or any other employee or organization.

Section 8. Personnel Files. Each employee shall have the right to review and challenge the contents of his/her personnel file in accordance with Act 397 of the Public Acts of 1978, as amended. Act 397 of the Public Acts of 1978, the Bullard Plawecki Employee Right-to-Know Act, being MCLA 423.501 - 423.5129 is incorporated herein. A representative of Pro-Tech may be present at the request of the employee for any review of the employee's personnel file.

Section 9. Job Descriptions. The Pro-Tech will be provided with official job descriptions for all members from the College's senior Human Resources manager upon request.

Section 10. Individual Rights and Responsibilities. The Staff member has a special position in the community which imposes special obligations. He/she shall remember that the public may judge his/her profession and his/her institution by his/her utterances and actions. Hence, he/she shall at all times try to be accurate, shall exercise appropriate restraint and shall show respect for the opinions and feelings of others as he/she exercises the right and obligations of citizenship.

Section 11. Filing of Grievance v. Personnel Files. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants. The Pro-Tech shall maintain a record of such proceedings for the employee and/or Pro-Tech, and Human Resources shall maintain a record for the Board. The Pro-Tech and Human Resources may review all such grievance files as mutually agreed by all parties concerned.

ARTICLE 3

Section 12. Duty to Provide Necessary Information. It is agreed that the aggrieved party or the Pro-Tech shall be furnished with any relevant information in the possession of the Board necessary for the processing of any grievance or complaint. Such relevant information to be provided after a written request which itemizes the information requested and explains the relevancy. Such requests will become a part of the grievance record. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.

Section 13. Full Disclosure. The Board, the grievant, and the Pro-Tech shall not be permitted to assert into a hearing or arbitration proceeding any charges or to rely on any evidence not previously disclosed to the other party. If necessary, time limits will be extended up to a maximum of five (5) working days for purpose of such disclosure.

Section 14. Health and Safety. The ProTech Unit will participate in the selection process for hiring an OSHA coordinator and will participate in the design and administration of health and safety programs. The College and the ProTech unit will commit to broad based employee involvement in health and safety programs. JUMP will oversee ProTech involvement.

ARTICLE 4

MEMBERSHIP, PROFESSIONAL DUES OR FEES,
AND PAYROLL DEDUCTIONS

Section 1. Membership. Any employee now employed by the Board who is not a member of the Pro-Tech and any employee hereafter employed by the Board, shall within thirty (30) calendar days from the execution of this Agreement, or within thirty (30) calendar days from the date of employment, whichever date is later in point of time, make application for membership in the Pro-Tech or if membership is not desired, pay a representation fee.

Section 2. Contracts. Any such employee may sign and deliver to the Accounting Department an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by Board is discontinued or until revoked in writing.

Section 3. Dues/Representation Fee. Upon presentation of the assignment to the Accounting Department, deductions shall be made for dues or representation fees in ten (10) equal installments on the second pay date of each month beginning in September of each year and ending in June of each year.

A. The sum shall be deducted in equal installments the first full month following employment.

B. Any person assigned to administrative duties or responsibilities on a less than full-time basis shall be subject to Section 1 above and such dues or fees will be established on a prorata or proportional basis.

Section 4. Termination for Failure to Comply. In the event that an employee fails to pay the membership dues or representation fee, the Board shall cause the termination of the employment of said employee as hereinafter detailed. The parties expressly recognize that the failure of an employee to comply with the provisions of this Article shall constitute reasonable and just cause for termination.

ARTICLE 4

Section 5. Procedure to Terminate. The procedure in all cases of termination for violation of this Article shall be as follows:

A. The Pro-Tech shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall further advise the recipient that a request for termination will be filed with the Board in the event compliance is not effected.

B. If the employee fails to comply, the Pro-Tech shall file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service therefore shall be attached to said charges.

C. The Board, upon receipt of said charges and request for termination, shall consider said charges at their next regularly scheduled Board meeting. Said employee shall be terminated within ten (10) working days. In the event of compliance at any time prior to termination, charges may be withdrawn.

Section 6. New Hires. The Board of Trustees shall furnish the Union President within one (1) week after approval of the recommendation to hire, the name and address of any newly hired employee whose position is included in the bargaining unit.

Section 7. Hold Harmless. The Pro-Tech jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable Attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this article, and the defense of actions taken against the Board before any court or administrative agency.

ARTICLE 5

NEGOTIATION PROCEDURE

Section 1. Beginning Date. Not later than 90 calendar days prior to the expiration of this agreement, the Board agrees to begin negotiations upon request of the Pro-Tech concerning a successor agreement, in accordance with the procedures set forth herein. Any agreement so negotiated shall apply to all Pro-Tech personnel and shall be reduced to writing and signed by the Board and the Pro-Tech.

Section 2. Negotiation Representatives. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.

Section 3. Severability Clause. If any law now existing or hereinafter enacted or any proclamation, regulations, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. And if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

Section 4. Bargaining Team Members. When it is mutually agreed, negotiations between the Pro-Tech and the Board shall take place during normal working hours. Collective bargaining by the Pro-Tech shall be done with a Pro-Tech bargaining committee. The College's senior Human Resources manager will notify team members and their supervisors of all meeting times and locations.

Any Pro-Tech member participating in negotiations shall be release from regular duties without loss of salary, provided, they have prior approval of their immediate supervisor or the College's senior Human Resources manager.

Section 5. Parties Bound by PERA. In the event the negotiations described in Section 1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

Section 6. Agreement Effective. This Agreement shall be effective when ratified by the Board and by the members of the Pro-Tech unit.

ARTICLE 5

Section 7. Amendments to Agreement. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

Section 8. Catch Line Not Part of Section. The catch line heading of any section of the contract that follows the section number is a descriptive nomenclature for the section, and in no way shall be used to construe the section more broadly or narrowly than the text of the section would indicate.

ARTICLE 6

SECURITY OF EMPLOYMENT, RESIGNATION
AND STAFF REDUCTION

Section 1. Probationary Period for New Employees.

A. Full Time. New, full-time employees hired shall be considered probationary employees for the first six (6) months of their employment. The probationary period may be extended if mutually agreed to by the College and the Union. All absences (paid and unpaid) shall extend the probationary period accordingly.

It is recognized that the probationary period is a trial period. During the probationary period, the employee may be dismissed at the will of the Board without a hearing.

Upon completion of this probationary period, the employee shall acquire unit seniority dated back six (6) months from the date he/she satisfactorily completed the probationary period.

B. Part-Time: New employees hired for less than full-time positions (less than thirty-six (36) hours per week), shall be on probation for a period of one thousand forty (1,040) work hours unless probation is extended as provided by mutual agreement of the College and the Union. Employees accredited to the Union who have completed one thousand forty (1,040) work hours as of the date of this contract are no longer on probation.

1. Seniority of Part-time Employees. Seniority of part-time employees is based on the number of hours worked. A separate seniority list for part-time unit members shall be maintained by the Office of Human Resources; Human Resources shall provide the Pro-Tech a copy of the seniority list at the end of each academic semester.

2. Classification of Part-time Positions. Grade placement of part-time positions will be established by the Board in consultation with the Pro-Tech. Salary will be determined by the salary range of the grade per Appendix B.

Section 2. Written Evaluations for Probationary Employees. Written evaluations shall be prepared by the employee's supervisor. The evaluation shall summarize job responsibilities and performance of such responsibilities. All such areas shall have been reviewed with the probationary employee prior to completion of the evaluation. The first written evaluation shall be prepared no later than eighty-five (85) calendar days, excluding time off, after date of hire, and the second written evaluation will be due one hundred seventy (170) calendar days after date of hire (excluding time off). The official evaluation will be submitted to the Office of Human Resources for review and inclusion within the employee's personnel file.

Human Resources will maintain a record of all probationary employees, and notify Supervisors of dates evaluations are due.

Section 3. Notice to the Pro-Tech of Status of Probationary Employees. The Pro-Tech President shall be notified of all probationary employees who have not satisfactorily completed probation and are therefore subject to termination or extension of probation.

Section 4. Representation of Probationary Employees. New employees on probation have no grievance rights regarding discipline, layoff or termination but may request representation in all such matters.

Section 5. Voluntary Quit. An employee who is absent for three or more continuous working days, without prior approval from his/her immediate supervisor, will be considered to have voluntarily quit employment. The employee may appeal in writing, within five days of the resignation date, to the Senior Human Resources Manager of the College for reinstatement due to extenuating circumstances.

Section 6. Fair Consideration. The College and the Union recognize the value of highly trained professional employees who are committed to lifelong learning and are willing to shape and implement institutional change. All College employees have the responsibility to take advantage of continuing training opportunities to prepare themselves for change. The College has a responsibility to establish a climate which fosters and supports employee growth. In a situation where minimal training (40-120 hours) would be required for a Union employee to be able to perform new duties in a job, training will be made available and a structure will be devised for evaluation within a designated period of time before an employee is terminated or laid off in a job restructuring.

Section 7. Staff Reduction.

A. Should it become necessary to reduce the size of the staff, the President or designee shall notify the employee holding the position affected by such changes not later than forty-five (45) working days prior to the effective date of the layoff. When such reduction is contemplated, the Board shall notify the President of the Pro-Tech at least five (5) working days prior to the Board's decision. Said notice to the Pro-Tech President shall include the information similar to that provided to the Board, a listing of positions to be reduced, and an explanation of the disposition of the work eliminated.

Section 8. Bumping Process.

A. Employees receiving notice of layoff may request a transfer to another position providing he/she has both more unit seniority and college service than the person presently holding the position. Employees exercising transfer or bumping rights must be able to perform the essential duties and primary accountabilities of their new position after a brief, up to ten (10) working days, orientation to the new job. Employees shall exercise transfer and/or bumping rights in the following order.

1. Vacancies at the same grade level.
2. Bump the lowest seniority and college service employee at the same grade level who has both lesser bargaining unit seniority and college service.
3. Vacancies at the next lower grade level.
4. Bump the lowest seniority and college service employee at the next lower grade level who has both lesser bargaining unit seniority and college service.
5. Employees may claim vacancies or exercise bumping rights until they have exhausted all grade levels equal to or lower than their present position.
6. The college may choose to require an employee to bump into a classification lower than their seniority and qualifications would entitle them to under 2 above. In said cases, the employee would be paid at the higher classification.

B. Employees in bargaining unit positions funded by a federal, state, local or private grant shall be subject to the conditions listed below should said funds be reduced or terminated.

1. Employees hired after July 22, 1990, who have four (4) or more years of bargaining unit seniority shall have the right to bump into other bargaining unit positions in accordance with the provisions of Article 6, Section 8 A above.

2. Employees covered by this section shall receive notice of layoff in accordance with the provisions of Article 6, Section 7 above when possible. In no case shall notice of layoff occur less than thirty (30) calendar days prior to the effective date of the layoff.

C. If such transfer results in displacing a staff member, that staff member shall also have the opportunity to request a transfer to another position in the same manner as outlined above.

Section 9. Recall and Reinstatement.

A. Former Position. An employee on layoff or transfer status due to his/her position being eliminated under this Article shall be recalled to the former position when that position is reinstated or when a consolidated position involving substantially the same duties and responsibilities is formed provided said employee meets the minimum posted qualifications for the position.

B. No Option to Decline. No laid off employee shall have the option to decline reinstatement to his/her former position. However, once reinstated in that position, the employee's right to request transfer to available positions shall be honored. In the event a laid off employee declined reinstatement, the Board's employment obligation to that laid off employee shall cease.

C. Notice of Reinstatement and/or Consolidated Position. Announcement of available, reinstated and/or consolidated positions shall be made to eligible employees and to the Pro-Tech using the following Procedure:

1. Laid off employees shall be notified by both telephone and mail at their last address and telephone number filed in the Office of Human Resources.

2. Other employees shall be notified by posting in the Office of Human Resources.

ARTICLE 6

3. The Pro-Tech President shall be notified through the campus mail.

D. Recall. All non-probationary employees shall have the right to recall for three (3) years following the effective date of layoff. Probationary employees shall have recall rights during the first year of layoff. If a probationary employee has an unsatisfactory evaluation he/she shall not have recall rights. No new appointment to the Pro-Tech Unit will be made during these reinstatement periods until all laid off employees have been recalled to a position for which he/she meets the minimum posted qualifications for same grade or lower. Employees notified under this Article shall have ten (10) working days to request transfer or reinstatement through the Office of Human Resources to available positions.

E. Recall Rights. Recalled employees will return to employment on a date specified by the Board without loss of seniority, sick and emergency leave and/or other benefits accrued prior to layoff. No laid off employee shall gain such benefits during the layoff period. In the event an employee is unable to return to work due to illness or other emergency, his/her right to recall shall be extended up to an additional thirty (30) working days.

F. Bargaining unit seniority shall be defined as non-terminated years of employment in the bargaining unit. The official seniority list shall contain two columns. The first shall list the Board's approval date (college service) as defined in number 1 below, the second shall list the bargaining unit seniority date.

1. Seniority shall begin for new employees on the effective date approved by the Board in the personnel report or his/her first day of work, whichever is the latter.

2. Bargaining unit seniority for an existing college employee who enters the bargaining unit shall be his/her first day of work in the bargaining unit position.

ARTICLE 6

3. Seniority rights shall be lost and the employee shall be removed from the seniority list for the following reasons:

- a. Employee quits.
- b. Employee is discharged.
- c. Non-probationary employee is on layoff for more than three years.
- d. Probationary employee is on layoff for more than one year.

4. Employee seeking a correction in their seniority date(s) shall institute said request by providing written documentation to the Office of Human Resources and the Pro-Tech President.

5. Seniority dates in effect at the commencement of this agreement are contained in Appendix F.

6. A current seniority list shall be provided to all bargaining unit members on October 15 of each year and shall reflect the status as of October 1 of each year.

7. An employee who leaves the bargaining unit to take another position at the college shall have his/her seniority frozen.

8. An employee who goes on an unpaid leave of absence or layoff shall have his/her seniority frozen.

G. Employees on layoff shall notify Human Resources of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any changes of address in order to afford the Human Resources Department the ability to notify said employees of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. In the event that a laid off employee finds other gainful employment and would not accept recall, said employee shall notify Human Resources that their name should be withdrawn from the recall roster.

ARTICLE 7

EMPLOYMENT PROCESS, VACANCIES AND TRANSFERS

Section 1. Vacancy. A vacancy exists due to one of the following reasons providing the filling of the position has been approved by the Board. Vacancies not approved to be filled will be deemed closed positions.

A. Termination.

B. Retirement.

C. Leave of absence. Excess of six (6) months unless an additional six (6) months is approved by the Board. Extension of medical leaves of absence may be approved by the President in consultation with the Pro-Tech.

D. A new position is created. When new classifications or positions are created within the College, the College's senior Human Resources manager, as soon as practical, shall give notice to the Pro-Tech of all positions within the bargaining unit as provided in Appendix A.

E. Transfer to another position.

F. Death.

Section 2. All vacancies will be posted within thirty (30) working days of the beginning of the vacancy. All vacancies will be filled within sixty (60) days of the close of the posting.

Section 3. Temporary employees from outside the bargaining unit may be used to fill designated temporary positions. A temporary employee is an individual who works at a designated temporary job to meet the requirements of the employer that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased work loads, or any other conditions that may create short term staffing needs. The duration of the temporary appointment should normally not exceed one year; management will inform JUMP of the anticipated duration of a temporary appointment prior to filling the position. All extensions of the original appointment must have JUMP concurrence.

ARTICLE 7

Section 4. Policy of Non-Discrimination. All positions shall be filled without discrimination as to sex, race, color, age, religion, handicap, 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. Diversity. All reasonable efforts shall be made to recruit employees whose ethnic and social backgrounds are representative of the community and students served by the College.

Section 6. Employee Application for Open and Posted Positions. Mott employees not currently in the ProTech unit who are selected for a ProTech job will keep their accumulated sick leave, institutional seniority and other earned benefits.

Section 7. Selection Process.

Advertising Staff Positions and Recruitment of Candidates.

A. The Board shall determine if and when a vacancy will be filled and shall prepare, publish, and distribute all notices of vacancies. The Board shall consult with the Pro-Tech if a vacancy is not filled.

B. Whenever a vacancy shall occur in the Pro-Tech bargaining unit positions, the Board of Trustees shall publicize the same by giving written notice of such vacancy to the Pro-Tech and by providing for posting in the Office of Human Resources and other appropriate locations. No vacancy shall be filled, except on a temporary basis, until such vacancy has been advertised for at least ten (10) working days.

C. Prior to advertising any Pro-Tech bargaining unit position, the job description for the vacant position shall be reviewed and/or developed as defined in Article 1. The grade level of the position shall be determined by the President or designee after consultation with the Pro-Tech.

All bargaining unit positions will be filled, when possible, from qualified candidates within the bargaining unit. If all factors are equal, preference will be given to current bargaining unit members.

Section 8. Induction Process.

- A. All interviewed applicants from within the College shall be notified by the Office of Human Resources or the immediate supervisor concerning the decision relating to their application prior to the publication of the name of the *successful applicant*. All other applicants shall be notified that a final decision has been made.
- B. The Office of Human Resources shall be responsible for setting up a meeting with the new employee to discuss payroll and fringe benefits.
- C. The immediate supervisor shall be responsible for the orientation of the new employee to the College and the responsibilities of his/her position.
- D. The Board's decision as to the filling of all positions covered in this Agreement shall be final.

Section 9. Working In a Higher Classification.

- A. Bargaining Unit Members who are temporarily assigned to the responsibility of a higher classification shall receive a minimum seven percent (7%) salary increase, effective the eleventh (11th) working day excluding vacation time.
- B. Bargaining unit members may accept assignment to a position outside the bargaining unit for up to a maximum of six (6) months, subject to approval by other affected bargaining units said employee shall receive a *minimum* salary increase of seven percent (7%), shall be considered a member of the Pro-Tech Bargaining Unit and shall retain all contract rights related thereto.

Section 10. Evaluation of Non-probationary Employees. Each staff member shall meet with their immediate supervisor annually for the following purposes:

- A. Updating the staff member's job description to include all activities required of the position.
- B. Jointly establishing specific, time-phased, measurable objectives and standards of performance for each of the major work activities. This plan of action should be signed by both parties.

ARTICLE 7

A minimum of one additional meeting between staff member and supervisor shall be held annually, or more frequently as needed or requested, for the following purposes:

- A. Reviewing and assessing progress made in meeting the established objectives and standards.**
- B. Planning and implementing a plan for the removal of barriers to the realization of the objectives.**
- C. Revising the stated objectives and standards in light of changing circumstances.**

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Purpose. *The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible level, issues which may arise from time to time with respect to specific claims of improper application, interpretation or violation of the terms of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate to each level of the procedure.*

Section 2. Without Intervention of the Pro-Tech. Nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Pro-Tech, if the adjustment is consistent with the terms of this Agreement and the Pro-Tech has been given an opportunity to be present at such adjustment.

Section 3. Representation. Any employee may be represented at any level of this procedure by a representative of the Pro-Tech.

Section 4. Definition of Grievance. A grievance is a claim by one or more employees of the Pro-Tech of an improper application, interpretation or violation of this Agreement, specifying the part of this Agreement which is claimed to be violated and the specifics of such violation.

Section 5. Days Defined. The term "days" used in this Article shall mean working days.

Section 6. Initiation of A Grievance. A grievance under the Agreement may be initiated by employees in the bargaining unit either singularly or jointly.

Section 7. Grievances in Writing. All grievances, appeals and decisions will be in writing with copies to both parties.

Section 8. Extensions of Time Limits. Time limits may be extended by mutual agreement, in writing, signed by the designated representatives of both parties.

Section 9. Grievance Procedure.

A. The alleged violation occurs.

B. A grievance must be filed within twenty (20) days of the alleged violation, *or reasonable knowledge thereof. The grievance shall first be discussed with the employee's immediate supervisor. If a resolution is not reached within five (5) days the employee shall have five (5) days to submit the grievance in writing. One copy shall be sent to the immediate supervisor, one copy to the College's senior Human Resources manager and one copy to the Pro-Tech President.*

C. **Level I.** Level I shall be a grievance review by the employee's supervisor with the employee present. This meeting shall occur within five (5) days of the receipt of the grievance by the supervisor. The supervisor must provide a response to the grievance within five (5) days of that meeting. The response shall be in writing and shall include the rationale for the decision rendered. The written rationale shall include the following information:

- i. Participants present.
- ii. Issue resolved.
- iii. Relevant articles of the contract.
- iv. Discussion of the facts presented.
- v. Decision.

A copy of the response shall be forwarded to the College's senior Human Resources manager for inclusion into the grievance file.

D. **Level II.** Level II shall be an appeal of the grievance to the appropriate Dean or Director. A request for a Level II hearing must be made in writing through the College's senior Human Resources manager within ten (10) days of the grievant's receipt of the response from Level I. A Level II hearing of the grievance shall take place within ten (10) days of the grievant's request for an appeal hearing.

ARTICLE 8

It is the responsibility of the officer hearing the appeal to ensure that due process is followed:

- i. Documentary exhibits may be presented.
- ii. Witnesses may be examined.
- iii. Each party is afforded the opportunity for opening and closing statements.

It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of this agreement has occurred based on the evidence presented. Detailed record of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the grievant in writing within five (5) days of the hearing. A copy of the response shall also be sent to the College's senior Human Resources manager. The written response shall include:

- i. A discussion of the evidence presented.
- ii. Data from investigation conducted but not part of the hearing proceedings.
- iii. Decision rendered.

E. Level III. Level III shall be an appeal of the grievance to the President or designee(s). A request for a Level III hearing must be made in writing through the College's senior Human Resources manager within ten (10) days of the grievant's receipt of the response from Level II. A Level III hearing of the grievance shall take place within ten (10) days of the grievant's request for an appeal hearing.

ARTICLE 8

It is the responsibility of the officer hearing the appeal to ensure that due process is followed:

- i. Documentary exhibits may be presented.
- ii. Witnesses may be examined.
- iii. Each party is afforded the opportunity for opening and closing statements.

It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of the agreement has occurred based on the evidence presented. Detailed record of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the grievant in writing within five (5) days of the hearing. A copy of the response shall be sent to the College's senior Human Resources manager. The written response shall include:

- i. A discussion of the evidence presented.
- ii Decision rendered.

F. Level IV Arbitration.

1. Within seven (7) days of receipt of the answer at Level III the Pro-Tech may by notice request that the matter be submitted to arbitration.

2. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) days after notice is given, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Any grievance not appealed to the American Arbitration Association by the Pro-Tech within fifteen (15) days shall be considered settled on the basis of the last disposition of management. The arbitrator shall have no power to alter, add to, or subtract from the term of this agreement. The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

ARTICLE 8

3. The cost of any arbitration under this article shall be divided equally between the Board and the Pro-Tech.

4. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

Section 10. Grievances Not Advanced. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision (of the Board) rendered.

Section 11. Grievances Not Timely Answered. Any grievance for which an answer has not been provided within the time limits set forth herein shall be moved to the next level of the grievance procedure.

Section 12. Copies. Copies of all written answers at all levels of the grievance procedure shall be given to the grievant and to the unit grievance officer of the Pro-Tech.

Section 13. No Reprisal. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

Section 14. Initial Submission of A Grievance. By mutual agreement, a grievance may be initiated at any higher applicable level of the grievance procedure.

ARTICLE 9

DISCIPLINARY PROCEDURES

Section 1. Professional Conduct. Breaches of professional conduct are subject to a corrective/progressive disciplinary process. Examples of such breaches include abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee.

Section 2. Progressive Discipline.

A. In circumstances not listed in Article 2 of this contract, the Board will follow a policy of progressive discipline which may include verbal warning, written warning, reprimand, probation, suspension and discharge.

B. The point of initiation of any disciplinary action may be determined by the severity of the infraction.

C. Warnings and reprimands may be discussed privately between the employee and the administrator. Either party may request the presence of a Pro-Tech representative.

D. Formal written record shall be maintained of discipline from written notices through discharge.

E. Formal disciplinary action shall remain as an active part of the progressive disciplinary step for a minimum of ninety (90) days unless stipulated differently by management.

F. Neither party shall delay discussion of a warning or reprimand for more than five (5) days except by mutual consent.

Section 3. Representation. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the Pro-Tech. If a Pro-Tech representative is requested to be present, no longer than three (3) working days may lapse before such meeting is held.

ARTICLE 9

Section 4. Notice. Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed in writing, in the employee's personnel file, and a copy thereof given to the employee and the Pro-Tech.

Section 5. Participants and Disciplinary Action Meetings. Employees required by the Board to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with participation in such meetings.

Section 6. Just Cause. No employee shall be disciplined without just cause.

Section 7. Complaints. Any official complaint about an employee's professional performance shall be called to the employee's attention within a reasonable period of time after receipt of the complaint, but not more than twelve (12) days. Should such a complaint result in disciplinary action, the complaints shall be reduced to writing, and the employee shall receive a copy.

ARTICLE 10

STRIKES AND LOCKOUTS

Section 1. Strikes are Prohibited. Neither the Pro-Tech nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever, in any matters which are covered by the grievance procedure which the Pro-Tech recognizes as the sole remedy for adjudication of grievances.

A. The Pro-Tech will not support the action of any employee taken in violation of the above, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited above.

B. Violations by any employee or group of employees will constitute just cause for discipline up to and including discharge.

C. The Board, in the event of violation of this article will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Pro-Tech.

Section 2. No Lockout. The Board will not conduct a lockout at the College during the life of the Agreement.

ARTICLE 11

WORKWEEK, HOURS OF WORK AND SHIFTS

Section 1. Work Day.

A. The work day shall be eight (8) consecutive hours per day for full-time employees and a minimum of five (5) hours per day for less than full-time employees.

B. All unit members shall be entitled to a minimum daily unpaid lunch period of one-half (1/2) hour. The lunch period may be lengthened to one hour with the approval of the immediate supervisor, provided such change does not decrease the number of work hours.

Section 2. Work Schedule. The work schedule for employees shall be five (5) consecutive eight (8) hour work days, except for less than full-time employees.

Section 3. Overtime/Compensatory Time. Overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may be given the choice between compensatory time and paid overtime by the immediate supervisor. All compensatory time and paid overtime agreed to, will be recorded on a payroll sheet and a special request form and sent to Human Resources. All overtime and compensatory time shall be paid at one and one-half (1 - 1/2) times the employee's regular rate. Upon resignation or termination, an employee will be paid for all accumulated compensatory time at the employee's rate of pay at the time of their resignation or termination. Paid leave time shall be counted as work time in determining eligibility for overtime and/or compensatory time. Overtime and/or compensatory time may be earned as follows:

- A. All hours worked in excess of eight (8) hours in any one (1) day or,
- B. All hours worked in excess of forty (40) hours in one week.

Section 4. Emergency Call In. All Pro Tech employees shall receive a minimum of two (2) hours pay when requested to report for work outside their regularly assigned shifts unless such work shall occur immediately preceding or immediately following their regularly assigned shifts.

Section 5. Shift Differential. If the regular shift ends after 8:00 P.M., the employee will be paid a shift differential of forty-five (.45) cents per hour for the entire shift for actual hours worked only (excludes vacation, holidays, personal days, sick day, etc.). JUMP will review the application of this provision in the event of significant changes in staffing patterns.

Second-shift openings shall be filled in the following manner:

- A. Vacancies shall be filled in accordance with Article 7.**
- B. Should it become necessary to move existing first shift employees to second shift, the selection process shall be:**
 - 1. The employee with the highest seniority in the classification unit within the grade shall be offered the position first.**
 - 2. Should no employee request the position, said position shall be filled starting with the lowest seniority employee in the classification within the grade.**

Section 6. Paid Time Off For Union Duties. The Pro-Tech Union shall have three (3) days off a year for union business. The request for paid time off for any union member will come from the President of the Pro-Tech in writing to the College's senior Human Resources manager.

Section 7. Work Week/Layoff. The Board agrees not to reduce the work week of full-time employees in lieu of layoff. It is the intent of the parties that if an Employee's position should change and require reduced hours, the affected employee will be permitted to exercise bumping rights before accepting the reduced work schedule.

ARTICLE 12

COMPENSATION AND EMPLOYEE BENEFITS

Section 1. Past Service. For the purposes of salary, fringe benefits and terminal leave, the Flint K-12 service of staff members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education shall be counted as service at the College. Staff members who resign or otherwise terminate their employment shall no longer be entitled to such service credits.

Section 2. Hours of Employment Status. An employee who regularly works forty (40) hours per week is considered full-time. An employee who regularly works from thirty-six (36) hours to forty (40) hours per week shall be entitled to all the benefits provided herein.

An employee who regularly works from twenty (20) hours to thirty-five (35) hours shall receive proportional benefits in relation to their average work schedule. No fringe benefits shall be extended to an individual working less than half time or on a substitute basis.

Section 3. Effect of Termination Upon Fringe Benefits. Any employee who resigns or otherwise terminates his/her employment will no longer be entitled to the fringe benefits program; provided, however, this section shall not be construed to prohibit individual purchases of benefit extensions upon retirement. Individual purchases are subject to the terms and conditions of the respective insurance carriers and may be subject to an MCC administrative cost.

Section 4. If, during the contract period (7/1/96 to 6/30/2000), employees in other units/groups receive across the board wage or benefit adjustments in excess of those then in effect for Pro-Tech employees, then Pro-Tech employees will also receive these across-the-board wage or benefit improvements. This language does not apply to individual adjustments. All adjustments shall be retroactive to the effective date of the adjustment in the other unit or group.

Section 5. Vehicle Reimbursement. Any employee who is not given a car allowance and who is authorized to use his/her own vehicle in pursuance of his/her duties shall be reimbursed for the usage of his/her vehicle. The rate of reimbursement shall be the current IRS rate then in effect. Requests for mileage reimbursement shall be made in accordance with College procedures.

ARTICLE 12

Section 6. Educational Grant. In the absence of a state directive or prohibitive legislation, the Board will provide an educational grant fund. The grant will be limited to an amount equivalent to tuition and related service fees for credit courses taken under the Associate Degree program at Mott Community College for full-time employees, and a prorata amount based on hours worked, for part-time employees, including spouse and dependent children (up to age twenty-five [25]) as defined by the Internal Revenue Code of the United States.

The grant is dependent upon completing the courses with a passing grade. Should a passing grade not be received, the full amount of tuition and fees shall be paid to the College within twelve (12) months of the end of the class. The employee is responsible for his/her own cost and any cost incurred by a spouse or dependent child. It is the responsibility of the employee to make payment arrangements with the College. Any outstanding payments due must be paid in full prior to registration for subsequent classes. In order to provide verification of dependency status for purposes of State of Michigan audit and College record keeping, the student shall process the grant through the College's senior Human Resources manager. The grant will also provide tuition and related service fees for non-credit courses.

Employees may be allowed to take classes that are job related during their regular shift, when said classes are not offered after working hours. Employees interested will need prior approval of their immediate supervisor. Employees taking classes during working hours will be allowed to make up hours missed on the same day at the regular rate.

Section 7. Seminars. Employees attending seminars on the recommendation of the Board may be paid their regular wage. Normal College procedures shall be followed in determining cost or reimbursement for accommodation and/or travel expenses.

Section 8. Professional Development Fund. Each year, seven thousand five hundred dollars (\$7,500) will be budgeted for tuition reimbursement to be used for graduate study or other college credit programs necessary for the professional development of Pro-Tech members. Unused funds shall not carry over to the following fiscal year. In addition, these funds may be used for workshops or seminars which are broadly job related and benefit the College. This money will be used to supplement, not replace divisional funds for professional development. Reimbursement will follow standard College reimbursement policy.

A subcommittee of Union members will determine the procedures for allocation of these professional development funds provided that a portion will be reserved for tuition reimbursement. Non-probationary bargaining unit members may be reimbursed up to a maximum of four hundred dollars (\$400.00) per academic semester or equivalent, not to exceed eight hundred dollars (\$800.00) per fiscal year. Reimbursement of part-time employees in the bargaining unit is prorated based on number of hours worked during the time when the credit was earned.

In order to receive reimbursement, the employee must have course work pre-approved by their immediate supervisor and must demonstrate satisfactory completion of the course by submission of the grade report indicating a grade of "B" or better for graduate courses, and a "C" or better for undergraduate courses. Written requests for reimbursement shall be submitted by the employee to their immediate supervisor on the approved tuition reimbursement form, which shall include a receipt for funds actually expended by the employee. Employees shall not be reimbursed for tuition expenses that are covered by other grants, scholarships, or reimbursement provisions. Total reimbursement from all sources shall not exceed the total tuition cost. Approval will be made on a first come first served basis.

Section 9. Extra-Internal Employment. Subject to the following limitations, employees may teach classes on an extra compensation basis:

A. All such employment shall be subject to the selection procedures of the instructional division involved.

B. No employee shall be excused from his/her routine responsibilities in order to teach for extra compensation without the approval of his/her immediate supervisor.

Section 10. Optional Retirement Program. Effective February 1, 1995, full-time bargaining unit members may choose to participate in MPSERS or the ORP as regulated by state law.

ARTICLE 13

SICK AND EMERGENCY LEAVE

Section 1. Annual Credit. Sick and emergency leave shall be credited annually to each employee as follows:

- A. Ten (10) days for 39-week, to and including 41-week employees.
- B. Eleven (11) days for 42-week, to and including 47-week employees.
- C. Twelve (12) days for employees working 48 weeks or longer.
- D. Part-time employees shall be credited with a prorata amount of sick and emergency leave credits based on the number of hours worked. Under this article, part-time employees are defined as those working an average of less than thirty-six (36) hours per week, but more than nineteen (19) hours. The use of sick and emergency leave credit cannot exceed the number of hours per week that the part-time employee is regularly scheduled to work. Sick and emergency leave credits are initially credited based on the hours the employee is scheduled to work and thereafter based on hours actually worked during the previous fiscal year.

Section 2. Accumulation. The total unused portion of annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.

Section 3. Accrual During Leaves of Absence. No employee shall forfeit accumulated sick and emergency leave days during approved leaves of absence. No employee shall accumulate sick and emergency leave during any leave of absence. Sick and emergency leave accumulated prior to a leave of absence shall be credited upon return.

Section 4. Payment of Unused Accumulated Sick and Emergency Leave. Upon retirement from the College, an employee shall be paid for unused accumulated sick and emergency leave up to a maximum of thirty (30) days at his/her regular rate of pay.

Section 5. Effect of Layoff. All seniority, sick and emergency leave accumulated prior to an employee being laid off will be restored upon the employee being recalled.

Section 6. Use of Annual and Accumulated Sick Leave Days. Annual and accumulated sick leave days shall be used either for personal illness or emergencies, as defined below; provided that an employee shall be eligible to use such days while on a leave of absence. All employees shall be credited with and use their annual accumulated sick and emergency leave allowance provided that:

A. The employee notifies his/her supervisor that he/she will be unable to report because of personal illness, death or serious illness in his/her immediate family.

B. Upon returning to his/her duties, the employee complies with all the requirements of this sick and emergency leave policy.

Section 7. Proof of Illness. The Board may request a doctor's certificate from an employee who uses illness as a reason for absence. Upon an employee's return to work after an illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. In cases where an employee frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the Board.

Section 8. Emergency Use.

A. Absence due to the death of a member of the immediate family shall be granted upon written recommendation of the supervisor for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.

B. Absences of employees due to the serious illness of any person listed in Section 8(A) above, shall be granted upon written recommendation of the supervisor or proof of the emergency by the employee for a period not to exceed five (5) working days. In case of quarantine, the time allotted shall be for the duration of the quarantine or for the accumulated sick and emergency leave days, whichever is the shorter period of time.

C. When serious illness of a member of the family is immediately followed by death, the leave provided in Section 8(B) may be extended upon written recommendation of the supervisor; provided that the total thereof shall not exceed ten (10) working days.

D. Paid emergency leave days in excess of the limitations herein contained may be granted by the sick and emergency leave committee. This committee shall consist of two (2) members selected by the College and two (2) members selected by the Pro-Tech with the College's senior Human Resources manager as the official chairperson.

Section 9. Emergency Leave Form. An emergency leave form shall be completed by the employee and submitted to the employee's supervisor upon return to his/her duties after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

Section 10. Hardship Cases. Unpaid sick and emergency leave may exceed the total annual and accumulated sick and emergency leave days in unusual "hardship" cases when specifically approved by the sick and emergency leave committee.

Section 11. Transfer of Sick Leave Days.

A. Any Pro-Tech bargaining unit member may transfer a portion of his/her sick leave days to the sick and emergency leave bank. Sick leave may be granted from the bank to any Pro-Tech bargaining unit member on the basis of disability without regard to other factors such as performance or previous disabilities.

B. A Pro-Tech member or a Pro-Tech representative of the member may petition the sick and emergency leave committee for relief whenever by reason of disability, the member has or will have exhausted all other authorized paid absence time sick, vacation and personal leave days.

C. A request for sick leave time from the bank be accompanied by the statement of a physician setting forth the nature of the disability, prognosis and expected duration of incapacitation. The request will pass through all administrative levels to the sick and emergency leave committee, which shall send its decision to the Office of Human Resources.

ARTICLE 13

D. The sick and emergency leave committee shall consist of three (3) members. One (1) representative of Human Resources, one (1) representative from the Pro-Tech, and one (1) full-time permanent College employee selected by consensus of other two (2) members of the committee. Two (2) alternate members, one (1) Pro-Tech and one (1) representative from the Office of Human Resources. The Pro-Tech may select an additional unit member to act as chair, such person shall not have a vote. The committee shall maintain complete minutes and records. Decisions and rationale for all decisions will be written, with copies to the Pro-Tech, Office of Human Resources and the requestor.

E. All transfers of sick and emergency days shall be in writing to the sick and emergency leave committee with a copy to the Office of Human Resources.

F. The Office of Human Resources shall maintain a record of the number of hours in the sick and emergency leave bank and report to the Pro-Tech twice a year, July and January, of status of sick leave days.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Voluntary and Involuntary Leaves. The Board, upon written request of an employee, may grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board, provided that without request, leave of absence because of physical or mental disability may be granted by the Board for a period not to exceed one (1) year.

Section 2. Accrual of Vacation. When an employee finds it necessary to take a leave for which he/she is not paid, vacation will not be accrued for a period of such leave.

Section 3. Extended Illness. Any employee whose personal illness extends beyond his/her accumulated sick days or ninety (90) calendar days, whichever is earlier, will be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years. (See Article 7.1.C.)

Section 4. Personal Business Days.

A. Paid personal leave of five (5) days (52 Week Position) and four (4) days (39, 40, 42, 46 Week Positions) to be used for matters which cannot be scheduled outside of regular hours, shall be granted annually. Part-time employees scheduled to work less than thirty-six (36) hours per week shall receive a prorated amount of personal business days based on number of hours worked.

B. Personal business days may be used at the employee's discretion with the supervisor's approval. Personal business days may be taken on a half-day basis, if desired.

C. Personal business days do not accumulate. Unused personal business days shall be converted to sick leave days at the end of each fiscal year.

Section 5. Religious Holiday Leave. Three (3) days leave of absence without pay shall be granted to an employee who wishes to observe traditional and customary holidays.

Section 6. Jury Duty and Court Service.

A. When an employee is called for jury service, he/she shall give his/her supervisor notice, and he/she shall be given leave with pay. Any juror's fees received by the employee shall be paid to the Board, except for mileage allowance.

B. When an employee is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall receive his/her regular pay for the time required for such court appearance during regular College hours.

C. Any witness fees, except expert witness fees, resulting from court service, shall be paid to the Board minus any legitimate documented expenses.

D. Time off duty under this section shall not affect accumulated sick, personal business, or vacation days.

Section 7. Family Leave. An employee may request to take an unpaid leave for purposes of pregnancy, rearing of children, or adoption. Such leave may be granted for up to twelve (12) months. Should an employee during pregnancy require a medical leave, such a leave will be in accordance with Section 3 of this article, and Article 13, Section 8.

Section 8. Military Leave. Leave for extended military service will be granted in accordance with the requirements of state and federal law. Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, is called to active service, he/she shall be paid the difference between his/her regular salary and the allowance including base pay of the State of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for Charles Stewart Mott Community College, provided that the total period of such service does not exceed two (2) calendar weeks in a single calendar year. Before such payment shall be made, the employee shall file in the Office of Human Resources a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

Section 9. Sabbatical Leave. Professional development leaves for study and/or research may be granted to two (2) members of the bargaining unit. Paid leave shall be granted in recognition of significant service and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of members of the staff and to the value of their subsequent service to Charles Stewart Mott Community College. The Board may, however, deny, delay and/or change any such leave if the interest of the College, financially or otherwise, would be seriously impaired. If the date of the leave is postponed, such postponements may not exceed one (1) year, unless mutually agreed upon by the Board and the Pro-Tech.

Section 10. Study Leave. The Board may grant, upon application, leave of absence without pay not to exceed one (1) year for study, except that the Board, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the administration. Decision by the Board in granting or renewing such leave is final.

Section 11. Professional Leave. Full pay may be granted to an employee to attend professional meetings or other special assignments with the approval of the supervisor, and under established procedures.

Employee expenses incurred while on approved professional or conference leave shall be reimbursed under established procedures.

Section 12. Detached Service Leave. The Board may grant without pay detached service leave with another school system, educational institution, or with an official governmental agency, including the Peace Corps.

Section 13. Catastrophe Leave.

A. When a natural catastrophe occurs, one day's leave per occurrence may be granted without loss of pay, upon the approval of the sick and emergency leave committee. The meaning of "natural catastrophe" shall be limited to those conditions commonly termed "acts of God."

B. When an employee claims emergency by reasons of a natural catastrophe, he/she shall present his/her claim to the sick and emergency leave committee, as provided in Article 13 and the emergency leave committee's decision as to whether such leave will be granted shall be final.

C. Any such leaves granted shall be deducted from the employee's accumulated sick and emergency leave.

Section 14. Conference Leave. Each member of the Pro-Tech may be allowed up to ten (10) working days per year to attend conferences pertaining to the employee's specialty area with the supervisor's approval. Additional conference days (for workshops, seminars, etc.) may be provided at the discretion of the College. Requests for additional conference days shall be made to the employee's immediate supervisor and shall be considered in extenuating circumstances only. Additional time shall be approved by the President.

Employee expenses incurred while on approved professional or conference leave shall be reimbursed under established procedures.

Section 15. Retention of Benefits

A. Employees on approved leaves of absence shall retain all credits toward paid leave, sick and emergency leave, seniority and years of service credit accrued prior to the beginning of the leave.

B. An employee on leave for fifteen (15) weeks or more shall notify the Office of Human Resources in writing, not less than sixty (60) days prior to the expiration of such leave whether he/she will return to employment. An employee not conforming this requirement may have his/her employment terminated.

Section 16. Compensable Illness and Injuries. Any employee who is absent because of injury or disease, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan worker's compensation law and his/her regular salary.

Section 17. Paid Holidays.

A. Employees shall be paid for the following holidays when they fall within a work week in which the employee is regularly assigned to work: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Martin Luther King Day. Employees shall also be paid for the Christmas/New Year break as outlined in the calendar at Appendix C. When, in response to the operational needs of the College, management requires all bargaining unit members to work a scheduled holiday (as, for example, has occurred during the Christmas holiday season), such day(s) shall be rescheduled to be taken before the end of the fiscal year. The scheduling of such days is between the employee and their immediate supervisor.

B. When individual employees are assigned or called in to work a scheduled holiday, they shall be paid, in addition to holiday pay, overtime pay in accordance with the provisions of Article 11 of this Agreement.

C. Part-time employees shall receive prorated amount towards benefits during the Christmas/New Year holiday shut down, provided the employee is scheduled to work during the Winter Semester.

Section 18. Vacation and Non-Working Days.

A. **Accrual of Time.** Full-time 52 Week Employees: New employees and employees with less than 5 completed years of service: 6-2/3 hours per month.

Employees with 5 years of completed service: 10 hours per month.

Employees with 10 years of completed service: 13 1/3 hours per month.

B. Accrual of time for regularly scheduled part-time employees who average at least twenty (20) hours per week, but less than thirty-six (36) hours per week, shall be on a semester by semester basis.

Employees shall receive prorated vacation credits based on the hours worked. The amount of time earned shall be credited at the end of each semester worked. The employee is entitled to use the credit in the semester immediately following the semester in which the credit was earned, provided the employee is working at least twenty (20) hours during the semester.

Should the employee not be scheduled for at least twenty (20) hours in the following semester, the credit earned shall be used in the first semester in which the employee is scheduled for a minimum of twenty (20) hours.

C. Full-time employees working 42 weeks or more but less than 52 weeks shall receive vacation credit as follows:

1. Less than five (5) years service - 1 week per year.
2. Five years service - 2 weeks per year.

Vacation credits will be posted on July 1 following the year in which they were earned and credits must be used in the following twelve (12) months.

Section 19. Use of Accrued Time. Vacation days may not be taken until accrued. Any vacation time accumulated in excess of twice the annual accrual will be forfeited effective 9/1/97. Under extenuating circumstances, an appeal may be made to the College's senior Human Resources manager through the immediate supervisor.

ARTICLE 14

Section 20. Holidays Occurring During Vacation. Legal holidays are to be considered as a right and if one falls during a vacation period, it is not counted as a vacation day.

Section 21. Condition for Paid Holiday. An employee will not be paid for a holiday which falls between two (2) working days for which the employee has taken personal leave (non-paid) days.

Section 22. Payment for Vacation. Upon resignation or termination, an employee will be paid for all accumulated vacation and at the employee's rate of pay at the time of their resignation or termination.

ARTICLE 15

TERMINAL LEAVE

Section 1. One Hundred Twenty-five Dollars (\$125.00). A terminal leave payment of one hundred twenty-five dollars (\$125.00) per year of service to the College will be paid upon retirement thereafter to:

A. Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 65, 66, 67, 68, 69, or 70.

B. Any staff member who retires after reaching age 55 who has ten (10) years of service to the College if retirement is the result of ill health sufficient to qualify such staff member for disability retirement under the Michigan Retirement System for Public Schools Employees Act.

Section 2. One Hundred Fifty Dollars (\$150.00). A leave payment of one hundred fifty dollars (\$150.00) per year of to the College will be paid upon retirement thereafter to:

A. Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 63 or 64.

Section 3. One Hundred Seventy Dollars (\$170.00). A leave payment of one hundred seventy dollars (\$170.00) per year of service to the College will be paid upon retirement thereafter to:

A. Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 60, 61, or 62.

Section 4. Two Hundred Dollars (\$200.00). A terminal leave payment of two hundred dollars (\$200.00) per year of service to the College will be paid upon retirement to:

A. Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 58 or 59.

Section 5. Two Hundred Twenty-five Dollars (\$225.00). A terminal leave payment of two hundred twenty-five dollars (\$225.00) per year of service to the College will be paid upon retirement thereafter to:

A. Any staff member who has ten (10) years of service to the College and who retirement after he/she attains age 56 or 57.

ARTICLE 15

Section 6. Two Hundred Fifty Dollars (\$250.00). A terminal leave payment of two hundred fifty dollars (\$250.00) per year of to the College will be paid upon retirement to:

A. Any staff member who has ten (10) years of service to the College and who retires after he/she attains age of 55.

B. Any staff member who has ten (10) years of service to the College and twenty-five (25) years of created service under the Michigan Retirement System for Public School Employees Act and who retires after he/she attains age 50, 51, 52, 53, or 54.

Section 7. Year's Credit. For purposes of terminal leave, a year's credit will be based on a complete, contractual year of full-time service at the College.

Section 8. Payment of Unused Accumulated Sick and Emergency Leave. Upon retirement from the College, an employee shall be paid for unused accumulated sick and emergency leave up to a maximum of thirty (30) days at his/her regular rate of pay.

Section 9. Part-Time Employees. Part-time employees with at least ten (10) years seniority based on hours worked, as of the date of this contract, shall have their terminal leave benefits determined using institutional seniority.

ARTICLE 16

HEALTH AND WELFARE

Section 1. Group Life Insurance. Group life insurance protection which shall pay to the staff member's designated beneficiary the sum of thirty-five thousand dollars (\$35,000), (39-, 40-, 42-, 46-, 52-Week Positions) upon death and in the event of accidental death, a sum not less than twice the specified amount. An employee shall not be covered beyond the end of the school year he/she reaches age seventy (70).

If a sufficient number of employees desire as determined by the carrier, the Board will make available optional life coverage at the employee's expense. Monthly premiums to be determined by the carrier, with premiums to be paid through payroll deduction effective July 1, 1985.

Section 2. Hospitalization and Medical Insurance. The Board will pay the entire premium for the staff member's Blue Cross/Blue Shield MVF-2 plus Master Medical Option 4 with a two dollar (\$2.00) co-pay prescription drug coverage, (HMO Program), Health Plus, Blue Care Network. Effective July 1, 1994, The Blue Cross Blue Shield Program named above shall be replaced by MESSA Super Care 1.

Section 3. Annuity in Lieu of Hospitalization and Medical Insurance. Unit members who do not elect any of the above health plans shall have one hundred dollars (\$100.00) per month to apply toward authorized tax sheltered annuities and/or other approved options. Said amount must be applied to these annuities and/or other options and shall not be taken as salary.

Section 4. Age Sixty-five (65). At age sixty-five (65) the employee is required to enroll in Medicare in order to qualify for a plan equivalent to Blue Cross 65 or HMO 65, which the Board will provide during the period of continued employment.

Section 5. Layoff/Worker's Compensation. The Blue Cross/Blue Shield insurance programs or other medical insurance programs as described in Section 2 above shall be paid for each employee and his/her family, on worker's compensation up to a maximum of six (6) months from the date said employee began receiving worker's disability compensation payments. The Blue Cross/Blue Shield Insurance programs or other programs as described in Section 2 above shall be paid for each employee and his/her family up to a maximum of thirty (30) days from the date said employee began on layoff status.

Section 6. Disability Insurance. The board shall provide without cost to the employee a long-term disability plan to age seventy (70), in accordance with governmental rules and regulations on age discrimination, at sixty-six and two-thirds (66 2/3) percent of salary for sickness or accident, with a ninety (90) calendar day waiting period and preexisting conditions waiver. The amount of reduction in long-term disability benefits resulting from social security payments will be calculated when disability benefits begin; and then, for the purposes of the plan, the amount of such social security benefits shall be "frozen." Any later legislative changes increasing social security old age, survivors, and disability insurance benefits will not be used to further reduce the long-term disability benefits. Any sick days remaining after the waiting period shall be retained by the staff member for their use upon return to work and for the determination of terminal leave payments if qualified. Mental/nervous conditions, alcoholism, drug abuse will be treated the same as any other illness.

Section 7. Group Life Insurance and Hospitalization and Medical Insurance During Long-Term Disability. In the event of long-term disability, extension of the coverage in Sections 1 and 2, above, shall be for up to and including age seventy (70).

Section 8. Dental Insurance. The Board shall provide without cost to the staff member, Delta Dental Care Plan E with orthodontic rider 0-7, including internal and external coordination of benefits, or an equivalent dental care plan for each full-time staff member and his/her eligible dependents.

Section 9. Liability Insurance. The Board shall provide without cost to the staff member, liability insurance in the amount of up to five hundred thousand dollars (\$500,000) for Pro-Tech full-time and part-time staff members.

Section 10. Vision Insurance. The Board shall provide, without cost to the staff member, the Blue Cross Vision Care Plan (W/FLVS-A) or an equivalent vision care for all full-time staff members and their eligible dependents. If the cost of the accepted program exceeds twelve dollars (\$12.00) per month per employee, the College may change to a lower cost program.

Section 11. Part-Time Employees. Part-time employees' share of cost of benefits shall be payroll deducted. Affected part-time employees shall sign and deliver to the Accounting Department an assignment authorizing the deduction of said fee for benefits which require shared cost. All such assignments shall remain in effect until the benefit is discontinued by the part-time employee or the College.

ARTICLE 17

JOINT UNION MANAGEMENT PROCESS

Section 1. Mott Community College and Mott Professional Technical Association support the concept of the Problem Solving process and will work as a team to resolve mutual concerns and problems by consensus.

Section 2. In order to facilitate communications between the College and the Association, a Joint Union Management Process (JUMP) committee comprised of representatives from the Association and the College will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.

Section 3. JUMP will operate under written ground rules adopted by consensus.

Section 4. Problems and concerns that cannot be resolved at the program/department level may be referred to JUMP by an employee, the Association, a supervisor/manager, or the College. JUMP will decide if it is the appropriate forum for the issue.

Section 5. Nothing in this Article shall be construed to prevent the employee or the Association from processing a grievance, or to prevent either party from making a negotiations proposal. If a grievance is sent to JUMP the grievance timelines are held in abeyance until a solution or recommendation is made by JUMP, or until the employee, the Association, or the College requests that it be returned to the grievance process.

Section 6. JUMP will attempt to resolve problems and concerns prior to referring them to the grievance or negotiations process.

Section 7. JUMP will be responsible for directing and overseeing the work of sub-committees it may choose to create.

Section 8. The parties agree the contract should provide flexibility for experimentation and innovation. To facilitate contract flexibility anyone may initiate contract deviation requests, using the approved form, and submitting to JUMP.

ARTICLE 18

TERMINATION AND MODIFICATION

Section 1. This agreement shall continue in full force and effect until 12:00 PM, June 30, 2000. At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one or more years.

Section 2. The parties have a mutual obligation to negotiate wages for the period July 1, 1999 to June 30, 2000.

Section 3. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 4. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 30th day of June, 1996.

BOARD OF TRUSTEES OF CHARLES
STEWART MOTT COMMUNITY COLLEGE


By Its Chairperson

12-2-97
Date

MOTT COMMUNITY COLLEGE
PROFESSIONAL - TECHNICAL UNIT


By Its Representative

2/17/97
Date

APPENDIX A
PROFESSIONAL, TECHNICAL UNIT POSITIONS

Category VIII

Account Executive
Customer Engineer
Database Administrator
Financial Aid Advisor
Industrial - Liaison
Network/Systems Specialist
Senior System Support Technician
Systems Programmer/Librarian
Technical Assistant Research

Category VII

Category VI

Academic Coordinator
Accounting Tech.: Admissions & Records
Application Specialist
Artist/Writer
Assistant Athletic Director
A/V Clinical Technician
Coordinator - Career & Technical Ed.
Coordinator - Student Development
Data Specialist
Librarian I - Reference
Librarian I - Technical Services
Program/Systems Analyst
Research Assistant
Staff Accountant
Staff Assistant - Learning Center
Technician - Accounts Payable
Technician - Engineering
Tele-Communications Specialist

Category V

Admissions Representative
Buyer
Career Resource Specialist
Computer Operator
Coordinator - Campus Student Employment
Coordinator - Outreach & Events
Coordinator - Student Employment

Category V (con't)

Data Communications Specialist
Dispatcher/Scheduling Technician
Loan Coordinator
Programmer - I
Programmer/Operator - Computer Center
Psychometry Technician
Recruiter
Staff Assistant
Staff Assistant - Telecourse Program
Support Services
Systems Support Technician
Technical Assistant - Academic Computer
Technical Assistant - Biological Sciences
Technical Assistant - Continuing Education
Technical Assistant - Distance Learning
Technical Assistant - Electronics
Technical Assistant - LBC
Technical Assistant - Music
Technical Assistant - Auto Lab
Technical Assistant - Financial Aid
Technical Assistant - Arts
Technical Assistant - Video/Audio Media Productions
Technical Assistant - PEHR/Athletics
Technical Assistant - Physical Sciences
Technician - Dental
Technician - Payroll
Video/Audio Production Specialist

Category IV

Category III

Automation Specialist
Computer Laboratory Technician
Grants Specialist
Interpreter - Hearing Impaired
Shipping/Receiving Material Handler
Staff Assistant - Student Activities
Technical Assistant - Food Laboratory

Category II

Child Care Worker

APPENDIX BSALARY RANGESProfessional/Technical Salary Schedule
Fiscal Year 1996-97

	Grade	6	5		4	3		2
	Category	II	III	IV	V	VI	VII	VIII
Exp.								
0		\$16,773	\$22,407	\$23,857	\$25,306	\$27,180	\$29,407	\$31,633
1		\$17,563	\$23,725	\$25,306	\$26,885	\$28,880	\$31,245	\$33,608
2		\$18,391	\$25,041	\$26,755	\$28,467	\$30,579	\$33,084	\$35,588
3		\$19,218	\$26,318	\$28,186	\$30,052	\$32,276	\$34,920	\$37,562
4		\$20,084	\$27,677	\$29,656	\$31,633	\$33,976	\$36,759	\$39,541
5		\$20,987	\$28,997	\$30,316	\$33,229	\$35,675	\$38,597	\$41,518
6		\$21,931	\$30,313	\$32,555	\$34,796	\$37,373	\$40,434	\$43,495
7		\$22,920	\$31,633	\$34,006	\$36,378	\$39,071	\$42,272	\$45,472
8		\$23,949	\$32,970	\$35,466	\$37,961	\$40,772	\$44,110	\$47,448

APPENDIX B

Professional/Technical Salary Schedule
Fiscal Year 1997-98

		Grade	6	5	4	3	2		
		Category	II*	III	IV	V	VII		
Exp.	0		\$17,276	\$23,080	\$24,573	\$26,065	\$27,996	\$30,289	\$32,582
	1		\$18,090	\$24,437	\$26,065	\$27,692	\$29,746	\$32,182	\$34,617
	2		\$18,943	\$25,792	\$27,558	\$29,321	\$31,496	\$34,077	\$36,656
	3		\$19,795	\$27,107	\$29,032	\$30,953	\$33,244	\$35,968	\$38,689
	4		\$20,687	\$28,507	\$30,546	\$32,582	\$34,996	\$37,862	\$40,727
	5		\$21,618	\$29,867	\$31,225	\$34,226	\$36,745	\$39,755	\$42,763
	6		\$22,589	\$31,222	\$33,532	\$35,840	\$38,494	\$41,647	\$44,800
	7		\$23,608	\$32,582	\$35,026	\$37,469	\$40,243	\$43,540	\$46,836
	8		\$24,668	\$33,959	\$36,530	\$39,100	\$41,995	\$45,433	\$48,872

**Professional/Technical Salary Schedule
Fiscal Year 1998-99**

Grade	6	5	4	3	2		
Category	II*	III	IV	V	VI	VII	VIII
Exp.							
0	\$17,794	\$23,772	\$25,310	\$26,847	\$28,836	\$31,198	\$33,559
1	\$18,633	\$25,170	\$26,847	\$28,523	\$30,638	\$33,147	\$35,656
2	\$19,511	\$26,566	\$28,385	\$30,201	\$32,441	\$35,099	\$37,756
3	\$20,389	\$27,920	\$29,903	\$31,882	\$34,241	\$37,047	\$39,850
4	\$21,308	\$29,362	\$31,462	\$33,559	\$36,046	\$38,998	\$41,949
5	\$22,267	\$30,763	\$32,162	\$35,253	\$37,847	\$40,948	\$44,046
6	\$23,267	\$32,159	\$34,538	\$36,915	\$39,649	\$42,896	\$46,144
7	\$24,316	\$33,559	\$36,077	\$38,593	\$41,450	\$44,846	\$48,241
8	\$25,408	\$34,978	\$37,626	\$40,273	\$43,255	\$46,796	\$50,338

Effective July 1, 1996, employees not at the maximum level in their category will automatically move to the next experience level, and annually thereafter.

*Each year of the contract, JUMP will examine Category II (salary range for grant funded employees) to see if there are monies available to make salary adjustments. The nature and amount of adjustments will be determined by JUMP.

Section 1.

A. Each full-time employee covered under this agreement shall receive a longevity allowance as follows:

After 10 years of continuous service to the college, a lump sum payment of five hundred dollars (\$500.00) annually.

After 15 years of continuous service to the college, a lump sum payment of six hundred dollars (\$600.00) annually.

After 20 years of continuous service to the college, a lump sum payment of seven hundred dollars (\$700.00) annually.

APPENDIX B

B. The initial payment will be made in one lump sum in December if the employee's anniversary date falls on or before July 1 of a given calendar year. If the employee's anniversary date is after July 1 of a given year, the initial longevity payment will be made in December of the following year. After the initial longevity payment has been received, the payments will be made in December of each year thereafter.

C. For less than full-time employees longevity service credits shall be accrued on a prorata basis to be applied if said employee becomes full-time.

D. Longevity payments are made on the basis of past service. Payments are not to be prorated, Unpaid leave time does not count toward longevity service credit.

E. An employee must work at least seventy-five (75%) percent of a fiscal year to qualify for payment of longevity benefits applicable to said fiscal year. Work time will include any paid leave time.

Section 2. Scale is based on years of experience at Mott Community College in the classification reflected above. However, new hires may have experience elsewhere and as a result the Board may place a new hire by giving them one (1) year experience on the scale for each two (2) years. (Example: New hire has six (6) years experience elsewhere, Board may place hire at a maximum of Year 3).

APPENDIX C

PERPETUAL CALENDAR

WINTER BREAK PERPETUAL CALENDAR

M	T	W	R	F	S	S	M	T	W	R	F	S	S	M
25	26	27	28	29	30	31	1	2	3	4	5	6	7	8 (7)
24	25	26	27	28	29	30	31	1	2	3	4	5	6	7 (7)
23	24	25	26	27	28	29	30	31	1	2	3	4	5	6 (8)
22	23	24	25	26	27	28	29	30	31	1	2	3	4	5 (8)
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4 (7)
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3 (7)
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2 (7)

APPENDIX D

PRO-TECH CLASSIFICATION REVIEW REQUEST

Section 1. (To be filled out by the person making the request.)

NOTE: The official job description and evaluation instrument must be obtained at the Office of Human Resources before starting this process.

1. Position to be reviewed _____

Department/Division _____

2. New Position _____ Consolidation _____ Existing _____

3. Present Classification: S&M _____ Pro-Tech _____ Grade _____

4. Immediate Supervisor _____

5. Do you wish to meet with the CRC? _____

6. Person making this request _____

7. Using the official job description and classification instrument, explain the reasons for the review request. Attach additional sheets if necessary.

Signature _____

Date _____

Section 2.

Received in the Office of Human Resources _____

Date _____ Time _____

This meeting is to be scheduled by _____ date.

This form is to be routed from the Office of Human Resources to the immediate supervisor and through all line supervisors to the Vice President level.

Supervisor's comments; add additional sheets if necessary: (If you disagree you should supply reasons) _____

Signature _____ Date _____ Agree _____ Disagree _____

Signature _____ Date _____ Agree _____ Disagree _____

Signature _____ Date _____ Agree _____ Disagree _____

Signature _____ Date _____ Agree _____ Disagree _____

Signature _____ Date _____ Agree _____ Disagree _____

Section 3.

Meeting Date: _____

cc: Office of Human Resources
Classification Review Committee
Initiator

APPENDIX E
CLASSIFICATION REVIEW ACTION

Section 1. (To be filled out by the Office of Human Resources.)

1. **Position to be reviewed** _____
Department/Division _____

 2. **New Position** _____ **Consolidated** _____ **Existing** _____

 3. **Present Classification:**
S&M _____ **Pro-Tech** _____ **Grade** _____

 4. **Immediate Supervisor** _____

 5. **Person making the request** _____

 6. **Documentation attached:**
Official Job Description _____
Previous Job Description _____
Request Form _____

Other _____
-

Section 2. (To be filled out by CRC Chairpersons.)

1. Meeting Dates _____

2. Employee Interviewed: Yes _____ No _____

3. Supervisor Interviewed: Yes _____ No _____

4. Others Interviewed: _____

5. Recommendation on the request (check one)

- _____ Remain at present classification
- _____ Refer to _____ CRC
- _____ Reclassify to S&M _____ Pro-Tech _____ Grade _____

6. Using the official job description and classification instrument, explain the reasons for this recommendation. Attach additional sheets in necessary.

Signature _____ Date _____

Must be routed to the President's Office by _____ (date); or must be routed to _____ (CRC) by _____ (date).

APPENDIX F
PRO-TECH SENIORITY LIST
JUNE 30, 1991

Name	Name	Hire Date	PT Date	
Figgins	June	09/14/70	07/29/71	*
Goldsmith	David	01/03/72	01/03/72	
Custer	Kathleen	12/11/72	12/11/72	*
Chandler	Betty	11/15/77	11/15/77	
Fry	Robert	02/20/78	02/20/78	
Banks	Clella	08/24/82	08/24/82	
Bailey	Lionel	09/27/83	09/27/83	
Burton	Kathy	09/13/79	07/01/84	
Ray	Nina	11/27/84	11/27/84	
Brown	Donald	12/03/84	12/03/84	
Roach	David	04/23/85	04/23/85	
Bolter	Linda	03/20/78	11/25/85	
Jones	Carl	03/24/86	03/24/86	
Pascuzzo	Mike	07/13/87	07/28/86	
Brown	Cherie	08/25/86	08/25/86	
Grennay	Sheila	11/24/86	11/24/86	
Mills	Tom	02/24/86	01/20/87	*
Foust	Roberta	03/23/87	03/23/87	
Leblanc	Annette	03/05/79	04/28/87	
White	Myra	01/22/79	06/30/87	*
Liljelad	Brian	08/25/87	08/25/87	
Thompson	Rich	10/26/87	10/26/87	
Littlejohn	Michael	10/27/87	10/27/87	
Brotherton	Gerri	01/18/78	08/22/88	
Miller	Louvella	11/26/85	09/01/88	
Verdun	Willard	10/03/88	10/03/88	
Newbill	John	02/01/89	02/01/89	
Hansen	Syliva	09/26/89	09/26/89	
Priestley	Judith	09/25/89	10/25/89	
Gatenby	Ken	01/22/91	01/22/91	
Meeker	Mary	07/24/84	02/15/91	
Ascuitto	Mike	02/18/91	02/18/91	
Chybowski	Jim	04/29/91	04/29/91	
Letts	Lorraine	06/26/78	03/20/92	

Cook	Nancy	11/24/92	11/24/92
Saucedo	Ben	02/23/93	02/23/93
Brown	Carol	06/01/93	06/01/93
Bolla	Chris	10/04/93	10/04/93
Schmidt	Steve	11/19/93	02/13/94
Holbrook	Phyllis	03/03/80	06/27/95
Dowland	Linda	01/25/83	07/01/95
Taylor-Brown	Barbara	09/05/95	09/05/95
Morris	Sue	11/01/95	11/01/95
Mosley	Regina	11/06/95	11/06/95
France	Lori	01/08/90	02/19/96
Jennings	James	02/20/96	02/20/96
Truss	Marilyn	02/20/96	02/20/96
Milostan	Darilyn	03/04/96	03/04/96
Lambe	Jennifer	06/19/96	07/08/96
Hicks	Meryiann	08/27/96	08/27/96
Keener	Lioniel	08/27/96	08/27/96
Curtiss	Judith	09/03/96	09/03/96
Dasanayaka	Manosha	12/02/96	12/02/96
Dudis	Julia	12/09/96	12/09/96
Hastedt	Duane	01/02/97	01/02/97
Payne	Marc	06/09/97	06/09/97
Tallarigo	Richard	07/01/97	07/01/97
Reynolds	Lynne	08/28/84	07/29/97
Mathews	Robert	03/21/97	07/29/97
Costanza	Lisa	10/01/95	09/02/97
Terrell	Jared	09/08/97	09/08/97
Wright	Denise	11/15/96	11/15/96
Elliott	Elizabeth	10/06/97	10/06/97
	Mary		
Boldig	Kenneth	11/10/97	11/10/97
Fandrei	Lynette	11/24/97	11/24/97

* ADJUSTED

PART-TIME - AS OF 12/1/97

Gupton	Anne	03/05/90
Hames	Colleen	10/29/91
Nelson	Valerie	09/05/95
Sawyer	Joann	09/26/89
Swinehart	Linda	09/16/82
Johnson	Maria	09/08/97

APPENDIX G

LETTERS OF UNDERSTANDING

BETWEEN

BOARD OF TRUSTEES OF THE C.S. MOTT COMMUNITY

COLLEGE DISTRICT

-and-

THE C.S. MOTT COMMUNITY COLLEGE

PROFESSIONAL TECHNICAL UNIT/MEA/NEA

Employee Assistance Program	Not Dated
Director, Minority & Community Affairs	Dated July 1989
Student Externs	Dated November 1990
Job Analysis & Evaluation Process	Dated November 1990
Unit Assignment	Dated February 1994
CRC Requests	Dated June 1994
Application Intake Processing	Dated December 1994

MEMORANDUM OF UNDERSTANDING

The Board and the Professional, Technical, & Office Workers/MEA unit agree that in the event any portion of the Employee Assistance Program (EAP) process is used as a part of the disciplinary process, the involved employee is entitled to Union representation and all other applicable rights under the contract.



PTO/MEA Date



MOTT COLLEGE Date



MEMO OF UNDERSTANDING

It is agreed that the position, Coordinator-Community Affairs, PTO-2, now titled Director-Minority & Community Affairs shall be removed from the PTO/MEA bargaining unit effective July 24, 1989.

It is further agreed that the revised position, Director Community Activities & Minority Affairs shall not be posted as a vacancy, and the current incumbent shall be an exempt employee.

It is further agreed that this action will not set a precedence, and that the PTO/MEA shall not file for unit clarification so long as the incumbent Lennetta Coney is in the position.


PTO/MEA 7-19-89
Date

 (7/20/89)
PRESIDENT Date 7/20/89


JIM BROOMFIELD

JUL 20 1989


Memo of Understanding


The parties agree that practical experience provided through extern experience is valuable to students of Mott Community College and other educational institutions. The parties agree that such programs further the educational purpose of the College. To this end the parties agree as follows:

1. The MCC Computer Center will be allowed a maximum of 3 student externs at any one time. These positions are open to MCC students only.
2. From time to time other extern positions may be established. Said positions must have prior approval from the Pro-Tech.
3. Externs may not be used in lieu of filling vacancies in bargaining unit positions.
4. The use of externs shall not cause the layoff of bargaining unit members or the reduction of normal and/or overtime.
5. Externs are not considered a member of the bargaining unit.



Mott Community College
Date 11/3/90


 JKD

Pro-Tech
Date 

LETTER OF AGREEMENT

JOB ANALYSIS AND EVALUATION PROCESS

1. The Board agrees to complete a job analysis and evaluation of positions within the PTO/MEA bargaining unit. The process is to be completed prior to December 31, 1991.
2. The Board has and will select the consultant(s) to assist the conducting of the study and evaluation.
3. The Board will provide orientation and training available to all bargaining unit members regarding the purpose, procedures, methodology of the study and how to complete the job analysis questionnaire prior to the initiation of the study for the bargaining unit.
4. A revised evaluation tool will be developed and recommended by the consultant. A single evaluation tool for the College will be developed from said recommendations with input from the PTO/MEA classification review committee members, members of other bargaining unit classification committees, and representatives of management.
5. PTO/MEA members will be trained by the consultant in the utilization of the revised evaluation tool.
6. Updated job descriptions will be written based on the completed job analyses.
7. The Job Classification Review Committee of the PTO/MEA, the Director of Human Resources, or designee, and the Assistant to the President or designee shall be utilized in the evaluation of all current PTO positions.
8. The Board agrees to implement the results of the study no later than July 1, 1992.
9. During the time of this study, the CRC process as provided in the contract will be suspended.



at Community College

11/2/90

Date



PTO/Unit MEA/NEA

11-7-90

Date

MEMO OF UNDERSTANDING

THE PARTIES AGREE THAT WHEN QUESTIONS ARISE AS TO THE APPROPRIATE UNIT ASSIGNMENT OF NEWLY CREATED OR UPGRADED POSITIONS, THEY WILL MEET AND ATTEMPT RESOLUTION, PRIOR TO FILING A MERC PETITION. BARGAINING UNIT PRESIDENTS WILL BE PROVIDED A COPY OF THE JOB DESCRIPTION, WITH A PROPOSED UNIT ASSIGNMENT, PRIOR TO POSTING.

<u>Secretarial/Clerical Unit</u>	<u>Date</u>	<u>Bill A. Basile</u>	<u>7-27-94</u>
		<u>PTO Unit</u>	<u>Date</u>
<u>James S. Gray</u>	<u>2-22-94</u>	<u>Jayesh Toth</u>	<u>7-24-94</u>
<u>M & O Unit</u>	<u>Date</u>	<u>S & M Unit</u>	<u>Date</u>
<u>Debra Turilligan</u>	<u>3/1/94</u>		
<u>EA Unit</u>	<u>Date</u>		

HR:pf

memo.petition.2.18.94



830
FYI + files
copies distributed

MEMORANDUM of UNDERSTANDING

Effective June 1, 1994, Management and the Professional Technical and Office Unit agree that all CRC requests reviewed and approved for upgrades will be initiated for increase in pay using the date submitted for review.

Bruce A. Banks
FOR THE UNIT

[Signature]
FOR THE COLLEGE

6/9/94
DATE

6/13/94
DATE

MEMO:PAU
5/27/94
HR:lj

*Question, copy of
Please send
me a
Completed copy
Thanks - Kelly
cm2301
20290*

✓

MEMORANDUM OF UNDERSTANDING

Definitions:

APPLICATION INTAKE PROCESSING:

Determining completeness of documentation collected.

NEEDS ANALYSIS:

The evaluation of documentation

PACKAGING:

Is the determining of what Federal, State, institutional or private programs the student is eligible to receive and the assignment of program(s) to meet the need to the extent allowable according to policy.

Agreement:

It is recognized that Secretary/Clerical staff above a Grade C, does have higher order responsibilities than does most clerical staff.


Clerical staff in the Financial aid office will have the primary responsibility of **APPLICATION INTAKE**. It is further understood that all Financial Aid staff will assist with **INTAKE** during peak periods.

Professional Technical staff shall have responsibility for **NEEDS ANALYSIS & PACKAGING**. The Financial Aid Director may assist with these duties during peak periods or during training sessions. Secretarial/Clerical staff may receive training regarding **NEEDS ANALYSIS & PACKAGING** to enhance their understanding of how the office functions and to assist Pro Tech staff, but shall not perform these tasks as part of regular job assignments.


Exec Dean-Human Resources/Strategic Planning 12-6-94
Date


Professional/Technical 12/6/94
Date


Financial Aid Director 12/6/94
Date


Secretarial/Clerical 12/6/94
Date