

AGREEMENT

between

BOARD OF TRUSTEES

of

CHARLES STEWART MOTT COMMUNITY COLLEGE

and

SERVICE EMPLOYEES' INTERNATIONAL UNION

CHARLES STEWART MOTT SECRETARIAL-CLERICAL UNIT OF

LOCAL 591, AFL-CIO

Effective

JULY 1, 1993 - JUNE 30, 1995

AGREEMENT BETWEEN
CHARLES STEWART MOTT COMMUNITY COLLEGE BOARD OF TRUSTEES
AND THE
SERVICE EMPLOYEE'S INTERNATIONAL UNION
CHARLES STEWART MOTT SECRETARIAL-CLERICAL UNIT OF LOCAL 591, AFL-
CIO

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AGREEMENT BETWEEN
CHARLES STEWART MOTT COMMUNITY COLLEGE BOARD OF TRUSTEES
AND THE
SERVICE EMPLOYEES' INTERNATIONAL UNION

CHARLES STEWART MOTT SECRETARIAL-CLERICAL UNIT OF LOCAL 591, AFL-
CIO

THIS AGREEMENT entered into this 3rd day of October, 1994, by and between the Charles Stewart Mott Community College Board of Trustees, hereinafter sometimes referred to as the "Board," and the Service Employees' International Union, Charles Stewart Mott Secretarial-Clerical Unit of Local 591, AFL-CIO, hereinafter sometimes called the "Union."

WITNESSETH:

WHEREAS the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of Board personnel represented by the Union, such personnel being fully described in Article I hereof, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached mutual agreement, IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, described as follows:

All office clerical employees including secretaries, bookkeepers, cashiers, clerks, machine operators, receptionists, switchboard operators, and typists but EXCLUDING supervisors, student assistants, on-call employees, confidential

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employees (secretary to Human Resources Director, secretaries to the President, secretary to the Dean, Business Affairs).

- B. The Board agrees not to negotiate with any educational secretaries organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

ARTICLE II

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 Union. 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 Union, if the adjustment is consistent with the terms of this Agreement and the Union 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 Union.

Section 4. Definition of Grievance. A grievance is a claim by one or more employees of the Union 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 Grievances. Grievances 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
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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 Office of Human Resources, and one copy to the Union 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 receipt of the grievance by the supervisor. The supervisor must render 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 Office of Human Resources for inclusion in 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 Executive Dean of Human Resources 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.

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 Office of Human Resources. 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 Office of Human Resources 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.

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 Office of Human Resources. 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 Union 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 Union 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 findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
3. The cost of any arbitration under this article shall be divided equally between the Board and the Union.
4. The expense 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 grievance officer of the Union.

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 Grievance. By mutual agreement, a grievance may be initiated at any higher applicable level of the grievance procedure.

ARTICLE III

EMPLOYEE, UNION, AND BOARD RIGHTS

- A. The unit members and the Union, as the exclusive bargaining representative of the unit members, 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 terms of this Agreement.
- B. The Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and 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.
- C. The Board agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the College, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the union to process any grievance. 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. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union of that fact prior to the reaching of a final decision with respect thereto and will give the Union the opportunity to meet with either the Financial Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.
- D. The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, Union membership or activity.
- E. Union Security and Deduction of Union Dues
1. All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to substitutes or temporary employees.
 2. During the term of this Agreement, the Board will honor written assignments of

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wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.

3. The Union shall notify the Office of Human Resources in writing of the amount of such dues, fees, and assignments. The Board will cause such dues, fees, and assignments to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
4. All employees presently employed by the Charles Stewart Mott Community College shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Charles Stewart Mott Community College.
5. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of Paragraphs 1, 2, 3, 4, and 5 of this Agreement.

F. Job Status and Function of Union Officers

The bargaining Unit shall consist of one district.

1. The union shall appoint one (1) district representative and two (2) alternate district representatives for each district. No district representative or alternate regardless of when selected, shall function as such until the Office of Human Resources has been notified in writing by the President of the local Union, Chairperson of the Unit, or an international Union or council officer of his/her selection. Notice of the election of district representatives and alternatives shall be given at the earliest possible date.
2. District representatives and their alternates and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
3. Any district representative or alternate having an individual grievance in connection with his/her own work may ask that another district representative or

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alternate or Union official assist him/her in adjusting the grievance with his/her supervisor.

4. The Union shall be granted twenty-five (25) working days per year to be used for unpaid release time for employees to attend educational conferences and other union business excluding grievances, arbitration, negotiations, and fact-finding. Not more than three (3) employees will be released at any one (1) time. Such time off shall be recorded as unpaid union business (UUB). Under extenuating circumstances, additional time may be taken with the approval of the Office of Human Resources.
- G. Copies of this Agreement shall be printed at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board.
- H. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. The Board has granted to Board employees in the Bargaining Unit two hundred and fifty (250) paid hours per fiscal year to be used for the investigation and adjustment of grievances through Level Four (4) of the grievance procedure and other union business. Scheduled meetings where both the union and management are present such as negotiations, arbitrations, fact-finding, and mediation shall not be deducted from the allotted union hours.

Only time spent during scheduled working hours by representatives who are employees shall be charged against the paid-time allowance. Such paid time shall be charged and paid on written notice to the Office of Human Resources or designee. Such written notice shall include the names of the employees authorized to use the paid-time allowance, the amount each employee is authorized to use, and the nature of union business.

Such time shall be notated on the respective cost-center payroll sheets as paid union business, and each employee shall complete a request for leave form which must be signed by the effected employee's immediate supervisor or designee.
- J. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the College District.
- K. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered

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by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

L. The Board agrees to make all reasonable efforts for the safety and health of its employees during the hours of their employment and will incorporate as standard procedure all applicable rules, regulations, and laws promulgated by the Michigan Occupational Safety and Health Administration (MIOSHA), and the Federal Occupational Safety and Health Administration (OSHA). The union agrees to attempt to instill in each employee by all reasonable means the realization of their responsibility to themselves, their fellow employees, and the Board in the prevention of accidents.

M. The Board shall continue to provide free parking space for all unit members.

N. Bulletin Board

The College agrees to provide a bulletin board for the Union to post announcements of matters of legitimate business related to the employees covered by this Agreement.

All materials to be posted shall be submitted to the Chairperson of the Unit for approval prior to posting. Copies of materials to be posted shall be submitted to the Office of Human Resources. Offensive material shall be removed immediately upon the request of the Office of Human Resources or his/her designee.

O. General Faculty and Staff Meetings

The Union shall be entitled to have two representatives present at each College general faculty and staff meeting.

ARTICLE IV
COMPENSATION

- A. The unit member Salary Schedules are set forth in Appendix A of this Agreement.

FRINGE BENEFITS

- B. Group Life Insurance: The Board shall provide, without cost to each full-time 40 to/and including 52-week unit member, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$23,000 upon death and in the event of accidental death, a sum of \$46,000* effective 7/1/89.

Each unit member regularly assigned to work less than full-time but one-half (1/2) time or more, 40 to/and including 52 weeks (daily or weekly basis of assignment), shall be entitled to a prorata basis of the amounts set forth above.

No other employees shall be entitled to this benefit.

- C. Hospitalization and Medical Insurance: Change to MEBS Three Star Plan as soon as possible. Should the cost increase in MEBS Three Star Full Family Premium, effective July 1, 1994, exceed ten (10%) percent over the 1993-94 premium the 1994-95 salary grid shall be reduced as follows:

| | |
|---------------|---------------|
| 10% to 10.9% | .0% Reduction |
| 11% to 11.9% | .1% Reduction |
| 12% to 12.9% | .2% Reduction |
| 13% to 13.9% | .3% Reduction |
| 14% to 14.9% | .4% Reduction |
| 15% and above | .5% Reduction |

Should the increase in the MEBS Three Star Full Family Premium be in effect for less than a twelve (12) month period, the reductions above shall be prorated accordingly.

At age 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.

Each unit member employee regularly assigned to work less than full-time but one-half (1/2) time or more, 40 to/and including 52 weeks (daily or weekly basis of assignment), shall be entitled to a pro rated amount of the amounts set forth above. The pro-rated amount is based on the average annual hours worked, and shall be determined by June 1 of each year. The employee's share of the payment shall be by payroll deduction.

Effective June 1, 1984, or date of annuity authorization, whichever is later, unit members who do not elect any of the above health plans shall have one-hundred dollars (\$100.00), effective upon ratification, 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.

No other employees shall be entitled to this benefit.

- D. Disability Insurance: The Board shall provide, at its own expense, disability insurance for each regularly assigned, one-half (1/2) time or more, 40 to/and including 52-week unit member employee. The disability insurance shall pay benefits of sixty percent (60%) of regular weekly salary with a maximum of three hundred dollars (\$300.00) with benefits starting after thirty (30) working days for an accident or a sickness effective 3/1/87. The Board shall continue to pay the Blue Cross-Blue Shield or HMO insurance premium during the first six (6) months of a disability. Benefits will be paid for a maximum period of five (5) years, or to age 70 (whichever is earlier), in accordance with government rules on age discrimination, and only during an employee's regularly scheduled working year. An employee's accumulated sick leave must be used during the waiting period prior to drawing disability insurance. After the waiting period, if any sick days remain, they shall be banked and re-credited when the employee returns to work.

No other employees are entitled to this benefit.

- E. Optional Life and Disability Insurance: Optional Life and Disability Insurance will no longer be available on a payroll deduction basis. Those presently covered as of June 30, 1972, under Optional Life and Disability Insurance will be billed directly by the Company if they wish to obtain Blue Cross-Blue Shield.

Employees already on Optional Life and Disability Insurance as of June 30, 1972, may continue their present benefits paid by the Board up to a maximum of two hundred and forty dollars (\$240.00) per year if they do not wish to obtain hospitalization under Blue Cross-Blue Shield.

Optional Life and Disability Insurance will not be available to anyone who is not on the program as of June 30, 1972.

If an employee changes from Optional Life and Disability Insurance to Blue Cross-Blue Shield, he/she will not be able to obtain additional Optional and Disability Insurance. He/she may, however, continue the Optional Life and Disability Insurance he/she has by making payments directly to the Company.

- F. Dental Insurance: The Board shall provide without cost to the staff member Delta Dental Care Plan "C" with Orthodontic Rider E0/7 (including internal coordination of benefits only) or an equivalent dental care plan for all full-time 40 to/and including 52-week employees and their eligible dependents effective January 1, 1981.
- G. Vision Insurance: The Board shall provide without cost to the unit members, the Blue Cross vision Care Plan for all full-time unit members and their eligible dependents, effective July 1, 1984.
- H. Secretarial and Clerical Salary Regulations

1. Probationary Employment

- a. Probationary employment shall be defined as the initial six-month period of employment by the Board.
- b. The unit member whose performance is unsatisfactory during the probationary period may be dismissed at the will of the Board.
- c. The unit member who's probationary performance is satisfactory, shall receive a six-month salary increment on January 1 if his/her employment is between April 1 and September 30. He/she shall receive a six-month increment on July 1 if his/her employment date is between October 1 and March 31.
- d. The six-month increment will be half of the difference between the step of the employee's current salary and the next step.

2. Regular Employment

- a. All steps on the salary schedule shall be considered to be annual merit increases, given either July 1 or January 1 dependent upon employment date.
- b. An employee who is appointed to a position in a higher grade shall be placed at the step on the salary schedule which will guarantee a minimum annual salary increase of from three (3) to five (5) percent. If that step is not maximum, he/she shall proceed on the schedule annually, if his/her performance merits it, until maximum is reached. Any employee who is promoted between April 1 and September 30 will receive an increment the following January 1. Any employee who is promoted between October 1 and March 31 will receive an increment the following July 1.

- c. If an employee is appointed to a position in a lower or the same grade, he/she shall transfer at the same step in the lower or same classification as in the previous position and receive increments on the same date as before such appointment.
- d. An employee whose position is reclassified shall be paid at the same step and receive increments on the same dates as before reclassification. Each unit member re-employed by the College shall receive experience credit for all previous College experience, provided that he/she is re-employed in a position in the same grade or a lower grade than that of his/her previous College employment. Annual increment dates shall be in accordance with those dates specified in regulation 2, b. If he/she is re-employed in a position in a grade higher than that of previous employment, a minimum three (3) to five (5) percent salary increase over that which he/she would have received had he/she stayed in the employment of the College and other conditions of regulation 2, b, shall apply.

- I. Classifications for the bargaining unit are set forth in Appendix B of this contract.
- J. A service allowance, to start after ten (10) years of full-time service to the College, shall be paid as follows:

| <u>Years of Service*</u> | <u>Amt./Wk.</u> <u>1990-93</u> |
|-----------------------------------------------------|-----------------------------------|
| After the accumulation of 10 years through 14 years | \$8.25 |
| After the accumulation of 14 years through 19 years | \$10.25 |
| After the accumulation of 19 years through 22 years | \$12.25 |
| After the accumulation of 22 years | \$14.25 |

*Continuous years of service for hires after 7-1-77.

- K. 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, including spouse and dependent children (up to age 25) as defined by the Internal Revenue Code of the United States. 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. Registration for a future class will not be allowed with an outstanding balance due the College. Tuition shall be awarded if an "I" grade (incomplete) is changed to a passing grade within twelve months.

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. 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 Office of Human Resources (Effective July 1, 1980).

- L. Tuition Assistance - Effective July 1, 1993, full-time bargaining unit members shall be reimbursed twenty-five dollars (\$25.00) per credit hour up to a maximum of one-hundred dollars (\$100.00) per academic semester per employee not to exceed two thousand dollars (\$2,000.00) per year for the Bargaining Unit, for College Credit courses taken at an accredited 4 year Institution of Higher Learning after completion of the course and submission of the grade report indicating a grade of "C" or better for undergraduate courses or a grade of "B" or better for graduate courses.

Effective July 1, 1994, full-time bargaining unit members shall be reimbursed twenty-five dollars (\$25.00) per credit hour up to a maximum of one-hundred dollars (\$100.00) per academic semester per employee not to exceed two thousand two-hundred fifty dollars (\$2,250.00) per year for the Bargaining Unit, for College Credit courses taken at an accredited 4 year Institution of Higher Learning after completion of the course and submission of the grade report indicating a grade of "C" or better for undergraduate courses or a grade of "B" or better for graduate courses.

Effective July 1, 1995, full-time bargaining unit members shall be reimbursed twenty-five dollars (\$25.00) per credit hour up to a maximum of one-hundred dollars (\$100.00) per academic semester per employee not to exceed two thousand five-hundred dollars (\$2,500.00) per year for the Bargaining Unit, for College Credit courses taken at an accredited 4 year Institution of Higher Learning after completion of the course and submission of the grade report indicating a grade of "C" or better for undergraduate courses or a grade of "B" or better for graduate courses.

Such courses must be part of an approved professional development plan approved by the employee's immediate supervisor (forms are available through the Office of Human Resources). Written requests for reimbursement shall be submitted to the Human Resources Office and must be accompanied by the supervisor approved development plan,

receipt for tuition to be reimbursed and a final grade report.

All requests for reimbursement must be submitted within 30 days of the end of the semester in which tuition was paid.

The approved development plan shall be placed in the employee's personnel file.

The Tuition Assistance allocation shall be in the Human Resources budget.

M. Community Ed. Tuition

The College shall provide free tuition for Community Ed. classes to full-time employees effective July 1, 1991.

N. Tuition - Part-time Employees

Unit members assigned to work less than full time but 20 or more hours shall receive 50% of the benefits described in K, L, and M above effective July 1, 1991.

O. Any unit member (including 1/2 time employees) shall be reimbursed for miles traveled for College business in accordance with the current College travel regulations at that time subject to their supervisor's approval.

P. Donation/Transfer of Sick Leave Days

1. Full-time bargaining unit members may transfer sick leave days to another full-time employee in the bargaining unit who is on an extended absence due to illness or injury and who has exhausted all accrued paid leaves. The transfer of days cannot reduce the balance of sick leave days available to the donating employee below 42 days.
2. Full-time bargaining unit members who are absent due to illness or injury and who have exhausted all accrued paid leaves may notify, or cause the HR Office to be notified, of their desire to have sick leave days donated to them. The HR Office will notify all full-time bargaining unit members of the opportunity to make donations of sick leave days.
3. Full-time bargaining unit members who wish to donate sick leave days must notify the HR Office in writing, and the transfer of days will be implemented by the HR Office.
4. The employee who is receiving the donated days must have been on either a paid or unpaid leave status due to illness or injury for at least two weeks to be eligible for a donation of time; donated time cannot be applied to this two-week waiting period. The total number of sick leave days transferred cannot exceed the waiting period for disability.
5. The donation of sick leave shall not be counted as time used by the donating employee for purposes of determining eligibility for the bonus provided in Section L of Article IX.

ARTICLE V

WORKING YEAR, WEEK AND HOURS

Effective July 1, 1994, the parties agree to establish a pool of not less than six (6) nor more than eight (8) qualified employees, who will be available to work flexible hours during peak time, for not more than four (4) time periods annually. Such work shall be for student registration, student enrollment, and other related areas that will accommodate unique student needs. The Union Chairperson shall be given a thirty (30) day period to designate the original pool of employees. Qualified seniority employees shall be given the first priority to apply for such positions. In the event volunteers shall be given the first priority to apply for such positions. In the event volunteers are not forthcoming, the College retains the right to complete the pool by assigning the least seniority qualified employees. Employees shall be assigned in their own class (A=A) (B=B). This would be for the duration of this contract.

A. The working year for unit members shall be as follows:

1. 52 weeks.
2. Employees with work years of less than 52 weeks

At the beginning of each fiscal year the administrator in charge of the unit shall determine the start and end of each employee's working year provided all weeks of such work year run consecutively, unless the employee and administrator mutually agree otherwise.

3. In the event the administrator in charge of the unit finds it necessary for vacation coverage and other circumstances to schedule additional work weeks, employees who are qualified and listed in Article V, A, 2, shall have the opportunity to perform such work. In the event that no qualified bargaining unit employee listed in Article V, A, 2, requests such work, the Board may use substitute workers.

B. The standard working week shall consist of forty (40) hours scheduled over five (5) consecutive days.

1. Present employees who remain in their current positions shall have a standard work week of forty (40) hours, Monday through Friday, provided however, that the Board reserves the right to change shifts and/or the standard work week of these positions when they become vacant.
2. The Board will set work schedules and make work assignments which can reasonably be completed in the allotted time.

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3. The Board will not regularly expect unit members to work in excess of the standard work week.
- C. The working day shall consist of eight (8) hours, except for part-time employees. Working day of part-time employees shall be scheduled by the supervisor, but shall be less than thirty-six (36) hours per week.
1. Effective September 1, 1990, regularly scheduled employee hours will be 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch period unless mutually agreed by supervision and employee. (Exceptions prior to September 1, 1990, are to continue.)
 2. Full-time unit members shall be granted two (2) fifteen minute breaks daily, one to be scheduled during the first half of the working day and the second during the second half of the working day.
- D. OVERTIME: All hours paid in excess of eight (8) hours in any one (1) day, and in excess of forty (40) hours paid in the standard work week, and all hours worked during a paid holiday shall be paid at the rate of one and one-half (1 1/2) times the basic hourly rates for all full time members. All overtime worked must be scheduled and have prior approval of the immediate supervisor.

COMPENSATORY TIME: Effective July 1, 1991, employees who are paid in excess of eight (8) hours in any one day and in excess of forty (40) hours in the standard work week, shall be given a choice of receiving either additional pay at the time and one-half (1 1/2) rate or compensatory time in an amount one and one-half (1 1/2) times the overtime hours worked in conformity with Federal and State law. All full time employees will be allowed to accrue up to 100 overtime hours of work or 150 hours of compensatory time. All additional overtime hours of work shall be paid overtime compensation. Upon termination, unused accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. The use of accrued compensatory time must be scheduled and have prior approval of the immediate supervisor.

All requests to use accrued compensatory time shall be in writing, and such request shall be permitted if the use of the time does not unduly disrupt the operation of the department. In no event will the request to use compensatory time be postponed for more than thirty (30) working days.

- E. A premium of ten (10) cents per hour shall be paid to each employee who works a major portion of the second shift.
- F. Working in Higher Classification: Unit members who are temporarily assigned the
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responsibility of a higher classification shall receive the beginning rate of the higher classification effective the sixth (6) working day excluding vacation time; or if this does not provide a salary increase, he/she shall be placed on the step which will guarantee a minimum of a three percent (3%) salary increase during that period of time.

- G. Temporary help: Prior to the start of any registration period, the College will post all extra work assignments not covered by the respective departmental employees. Any employee of the bargaining unit may request to work the extra assignments.

An extra assignment may be for several hours in any one day or may cover up to two weeks or more (example: College Center registration). If requests outnumber assignments, the College will make selections based on the date of hire of the employee provided that the employee is capable of performing the work. If assignments outnumber requests, the College will make the surplus assignments outside the unit. All requests for extra assignments must be filed within five (5) working days after posting.

- H. Flextime: An employee may, with their supervisor's permission, establish a work schedule which enables the employee to report for work between 7:00 a.m. and 9:00 a.m. during the regular work day as long as employee is in a work status for eight (8) hours per day.

Examples of a reason for requesting flextime might be: taking a credit class, child care arrangements, short and/or long term transportation problems, etc.

If the purpose of flextime is to attend a credit class at MCC, no more than one class may be taken in any one (1) semester on a flexible schedule.

A part-time employee may, with their supervisors permission, establish a work schedule which enables the employee to report for work at any time during the regularly scheduled work hours as long as employee is in a work status for a minimum of four (4) hours per day.

I. Extra Work Assignments

The College will post all work assignments not covered by the respective departmental employees. Any employee of the bargaining unit may request to work the extra assignments.

Employees that are interested in working extra work assignments must submit a written request to the office of Human Resources, with a copy to the Union.

An extra assignment may be for several hours in any one day or may cover up to two (2) weeks or more (example: College Center registration). If requests outnumber assignments

the College will make selections based on the date of hire of the employee provided that the employee is capable of performing the work. If assignments outnumber requests, the College will make the surplus assignments outside the unit. All requests for extra assignments must be filed within five (5) working days after posting.

ARTICLE VI

WORKLOADS AND ASSIGNMENTS

- A. Upon request of any unit member, the Office Human Resources will provide the employee with an up-to-date written job description outlining his/her responsibilities. The Board reserves the right to change work loads and job descriptions after consultation with the employee and Union. Each unit member shall meet with their immediate supervisor annually for the purpose of reviewing his/her job description.
1. If, after review, it is determined that the job description should be revised to reflect current duties, the job description shall be updated. The supervisor and/or employee may consult the Union on such revisions.
 2. If the revised job description requires additional and/or new skills, the supervisor and employee shall develop a plan for training.
 3. In the event there is not mutual agreement to update the job description, either party may request a job audit to be conducted by the Human Resources Office. Results of such audits will be sent to the supervisor, affected employee, and the unit chairperson.
- B. Each Job description will include, but not be limited to:
1. Position title.
 2. Line of reporting.
 3. Duties and responsibilities.
 4. Minimum education and/or experience.
 5. Titles and grades of positions to which the position informally delegates work.
 6. Organization chart of the department.
- C. Copies of the official job description will be forwarded to the unit chairperson by the Office of Human Resources.

ARTICLE VII

VACANCIES AND TRANSFERS

- A. Transfers are defined as movement to another position of the same grade or to a lower grade than the one in which the employee is currently working.
- B. Transfers and changes of assignment shall be on a voluntary basis whenever possible. However, the Board and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Office of Human Resources following consultation with the Union. In making involuntary assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the best interests of the College. Employees will be given two (2) weeks' notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. No vacancy shall be filled by temporary or substitute for more than sixty (60) working days with an automatic thirty (30) working days extension at the request of either party, except when such positions are special projects, and of a non-recurring nature. In such situations, the Union shall receive prior notice before the position is filled. In no event will such position extend past six (6) months. If such positions extend past six (6) months, it shall be posted in accordance with Article VII, C. There will be no more than seven (7) such positions in any fiscal year. Any changes in this cap must be negotiated with the Union. Such positions are temporary and are excluded from the bargaining unit. This provision does not include grant-funded positions.

In the event of staff reductions or lay-offs, the employee(s) to be laid off shall be entitled to displace such temporary employees, provided such employee is qualified and has exhausted bumping rights under Article XII, A. 1. and 2. Such displacement will not effect the temporary status or length of the position, however in such circumstances the displaced employee shall maintain their unit status during such assignments. Following the end of such assignments, the employee will be placed on lay-off and re-called in accordance with Article XII, A. 2, 3, and 4.

- C. Whenever a vacancy in any unit member position in the College shall occur, the Board will publicize such vacancy by posting the position in the College Bulletin during the school year, and posting vacancies during the summer months on the bulletin board in the Office of Human Resources. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been posted for a minimum of five (5) working days.
- D. To be considered for transfer to a vacancy an employee must obtain from and submit to

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the Office of the Executive Dean of Human Resources transfer request.

- E. Any unit member may apply for such a vacancy. The Board agrees to consider the length of time in the College, background, attainments, skills, and other relevant factors. All other factors being equal, the number of months of satisfactory service in the College shall be the determining factor. "Service" in the College for purposes of this Agreement, shall mean employment by the Board. In the event no qualified employee bids on the vacancy, the Board may fill the vacancy outside the College. The decision of the Board as to the filling of such vacancies shall, however, be final.
- F. Any unit member approved for change of position shall be transferred within fifteen (15) calendar days after being appointed to the position provided that the Office of Human Resources may extend the above time limit for an additional seven (7) calendar days to meet the needs of the College.
- G. Length of time as used in this Article shall be defined in accordance with the provisions of Article XII, Section A, 5.
- H. In the event an employee is transferred out of the bargaining unit, their seniority shall be frozen to that amount of time which equals the length of full-time, or full-time equivalent, continuous, uninterrupted service with Mott Community College in the bargaining unit. The employee's seniority will decrease annually by an amount of time equal to the length the employee has been out of the bargaining unit but remains an active employee of Mott Community College. In the event of lay-off, such employee shall be entitled to displace the least senior employee in the bargaining unit, provided such employee has more unit and system seniority than the employee being displaced, and is qualified for the position. Accrual of Seniority shall be in accordance with Article X, D.
- I. Skill Proficiency:
 - 1. In situations where proficiency in word processing is required, in lieu of testing, internal applicants will submit a written performance statement from the current supervisor indicating the current level of proficiency in word processing, such statement will outline the types of duties performed using the College's word processing software.
 - 2. Copies of current job descriptions will be provided to the unit. The unit will assess among its membership, specific skill needs based on the specifications within the job description.
 - 3. A development process will be implemented to meet the areas identified as skill weaknesses.
 - 4. If agreeable to the affected department manager, a unit member may accept a

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probationary transfer pending demonstration of skill competency. Such transfer will not include a salary increase. The salary increase will become effective when competency has been demonstrated and verified through an objective written performance appraisal completed by the supervisor. Such increase will be retroactive to the date the employee attained competency. A probationary transfer as described above, will not change the grade of the position and the transfer will not be deemed temporary. The incumbent who fails to reach competency is "grandfathered" at the lower level of pay.

5. Applicants may participate in job-related skills testing. Provided the score on such test(s) was attained during the previous twenty-four (24) month period, the highest score on record will be used when evaluating qualifications for a position. If an employee chooses to take the typing test on a computer terminal, that option shall be made available at least once a month or as provided by the College on a regular basis. Tests will be administered in accordance with current laws. The College reserves the right to modify the process from time to time as may be required by federal and state laws governing same.
6. Copies of test results will be available upon request to all applicants (internal and external). Copies of the tests and test results will be available for a minimum of sixty (60) calendar days from the date of posting. The union officers will be provided a coded list (names and other identifying information to be deleted) of the test scores for all persons (internal and external) interviewed for a vacant position.
7. Tapes will be used for all shorthand testing. Such tests will be conducted on an individual basis utilizing headphones and a tape recorder. When possible, group testing will also make use of the tapes. The Human Resources Technician will administer all tests involving secretarial/clerical skills.

ARTICLE VIII

PROMOTIONS

- A. Promotions are defined as movement to a position in a higher grade than the one in which the unit member is currently employed.
- B. Whenever a vacancy in any unit member position in the College shall occur, the Board will publicize such vacancy by posting the position in the College Bulletin during the academic year, the posting vacancies during the summer months on the bulletin board in the Office of Human Resources. No vacancy shall be filled, except in case of an emergency, on a temporary basis, until such vacancy shall have been posted for a minimum of five (5) working days. Any vacancy which is filled by a temporary or substitute employee for thirty (30) calendar days shall be posted within seven (7) calendar days thereafter.
- C. To be considered for promotion, the employee must obtain and submit the appropriate transfer request from the Office of Human Resources.
- D. Any unit member may apply for such a promotion. The Board agrees to consider the length of time in the College, background, attainments, skills, and other relevant factors. All other factors being equal, the number of months of satisfactory service in the College shall be the determining factor. In the event no qualified employee bids on the vacancy, the Board may fill the vacancy from outside the College. The decision of the Board as to the filling of such vacancies shall, however, be final.
- E. Any unit member approved for change of position shall be transferred within fifteen (15) calendar days after being appointed to the position, provided that the Office of Human Resources may extend the above time limit for an additional seven (7) calendar days to meet the needs of the College.
- F. Length of time as used in this Article shall be defined in accordance with the provisions of Article XII, Section A, 5.
- G. Skill Proficiency procedures will be in accordance with the provisions of Article VII, Section I.
- H. The College may temporarily assign employees to positions, with the College that are not in the bargaining unit providing that the Union has been given a fifteen (15) calendar day prior written notice. During such temporary assignment the employee shall retain all benefits of this Contract. Such assignments must have the approval of the Union and the receiving Union, if any.

ARTICLE IX

PAID SICK AND EMERGENCY LEAVE

A. Combined sick and emergency leave shall be granted annually to unit members of the Board as follows:

1. Ten (10) days for 39-week, to/and including 41-week employees.
2. Eleven (11) days for 42 week, to/and including 47-week employees.
3. Twelve (12) days for employees working 48 weeks or longer.
4. One-half (1/2) of the above leave days for regularly scheduled half-time, but less than full-time employees.

B. Leave days shall be credited to each employee on July 1 of each fiscal year (or on the first day of employment for those working on 47-week basis or less).

Except for first year employees who shall come under the following exceptions:

1. First year employees must work at least one (1) week to be credited with any leave days.
2. First-year employees shall be eligible for and may use sick and emergency leave at the rate of one-half (1/2) the annual leave allowance during the first half of their year of employment and the remainder of their year's allowance during the second half of the year, prorated as indicated in 3, below, from the date of employment to January 1, or to July 1, dependent upon the employment date.
3. The number of days of combined leave allowed new employees shall be reduced one (1) day for each month or major part thereof that the employee has not reported for work. Any employee beginning work on or after the sixteenth (16) of any given month shall accrue no credit for that month.

C. Substitutes and employees working less than on-half (1/2) time shall not be eligible for sick and emergency leave.

D. Unused sick and emergency leave days will be accumulated indefinitely.

E. Accumulated sick and emergency leave days shall be used only for personal illness and emergencies.

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F. Each employee on less than a fifty-two (52) week basis other than first (1) year employees shall be allowed to use his/her sick and emergency leave days for personal illness or emergency as of the first day of his/her employment year even though he/she is not able to report for duty on the first day of his/her employment year, provided that:

1. The employee files an Emergency Leave Form with his/her immediate supervisor certifying a personal illness or a serious illness in the family. This statement shall cover the first (1st) day of employment and subsequent days and shall be submitted within the first five (5) days of the employment year. (Late filing of application shall result in deferment of pay until the form is received.)
2. The employee submits an Emergency Leave Form in event of a death in the immediate family.
3. An employee claiming personal illness may be required to submit a physician's written statement after five (5) days of absence indicating the nature and duration of the illness before being entitled to additional sick pay. In cases where an employee frequently claims personal illness, a medical examination may be required by the Board.

G. Upon an employee's return to work after an illness of more than five (5) working days' duration, a statement shall be submitted to the immediate supervisor from the doctor certifying that the employee is capable of returning to work.

After an illness of five (5) working days' duration, a doctor's statement may be requested from the employee indicating when he/she can return to work.

H. No regular employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or to use sick or emergency leave while on leave of absence.

I. An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by Worker's Compensation Act.

J. On the date that an employee's resignation becomes effective, all accumulated leave shall be automatically terminated, except as herein otherwise provided.

K. Use of Leave Allowances for Emergencies

An Emergency Leave Form shall be completed by the employee and submitted to the employee's supervisor immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

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1. **Emergency leave shall not exceed the total number of annual combined leave days allowed to an employee except in unusual "hardship" cases specifically granted by the Emergency Leave Committee, and then only if the employee has additional accrued sick leave.**

2. **Emergency leaves which require only the written recommendation of the immediate supervisor, and which shall be charged to combined sick and emergency leave are:**
 - a. **Death Leave: Absence due to the death of a member of the immediate family for a period not to exceed five (5) working days.**

 - b. **Immediate family shall be interpreted to 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, first cousin.**

 - c. **Serious illness other than personal illness, absence due to quarantine or absence due to serious illness of any person listed under Section K, 2, b, for a period not to exceed five (5) working days.**

 - d. **Serious illness followed by death when serious illness of a member of the family is immediately followed by death, the total leave may be extended to a period not to exceed eight (8) working days.**

 - e. **Other emergencies as follows:**
 - 1) **Not more than one (1) day shall be allowed for each required court appearance as evidenced by subpoena or court summons submitted to the immediate supervisor. Provided that the subpoena or court summons is connected with school business, no leave shall be charged against the employee.**

 - 2) **Not more than one (1) day shall be allowed for each catastrophe, such as fire, flood, tornado, and accidents involving personal injuries.**

 - 3) **Not more than two (2) days of paid sick and emergency leave shall be allowed annually for religious observance.**

3. **The following emergency leaves shall be paid only upon written re-commendation of the immediate supervisor:**

October 1994^{a.} **Death leave for persons other than listed in K, 2, b, above if the employee**

indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate, a distant relative who has been closer to the employee than the relationship implies, a fiancée, etc.

- b. Serious illness other than personal illness if the leave extends beyond five (5) working days. (Refer to Section K, 2, c.)
- c. Other hardship emergencies not defined in Section K, 2.

L. Bonus

Effective July 1, 1991, employees who have not used any sick and emergency leave time from July 1, through December 31, and have worked at least three (3) months during this period, shall receive bonus payment of one-hundred (\$100.00) dollars, paid in January.

Employees who have not used any sick and emergency leave time from January 1, through June 30, and have worked at least three (3) months during this period, shall receive a bonus payment of one-hundred (\$100.00) dollars, paid in July. Employees who have qualified for the one-hundred dollar (\$100.00) bonus payments for the July 1 through December 31 and the January 1 through June 30 periods shall receive an additional payment of one-hundred dollars (\$100.00).

Bonuses shall be paid by the second (2) pay of the fiscal year. Bonus payments shall not exceed three-hundred dollars (\$300.00) per fiscal year.

M. Maternity Leave

Maternity leave shall be governed by the provisions of Article X-B. Illness or disability related to pregnancy and/or childbirth shall entitle the employee to use sick days and other benefits in the same manner and to the same extent as any other illness or disability under the terms of this Agreement including Article IV-D, provided that her physician states in writing that she is ill or disabled.

An employee shall not be reinstated until a medical report of the mother's physical fitness to return to regularly assigned duties has been submitted to the Office of Human Resources.

ARTICLE X

LEAVES OF ABSENCE

A. Leaves of Absence With Pay

The following leaves of absence with pay may be granted for the following purposes and upon the following conditions and shall not be charged to employee Sick and Emergency Leave:

1. Jury Duty and Court Services

- a. When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and he/she shall be given leave with pay. Any juror's fees received by the employee shall be paid to the Board.
- 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 be given a leave of absence with pay for the time required for such court appearance. Any witness fees paid to the employee as a result of such court service shall be paid by the employee to the Board.
- c. Leave with pay is for time scheduled to work for the Board only.

2. Conferences

With the approval of the President, the Board shall allow unit members to attend work related seminars and conferences designed to improve knowledge, skills or abilities without loss incurred by members attending professional meetings in accordance with college-wide travel regulations in effect at the time of the conference.

3. Personal Business Days

- a. Five (5) days of paid personal leave shall be granted annually to each regularly assigned full-time, 40 to/and including 52 week employees. Employees employed for less than full time, but one-half (1/2) time or more will be granted one-half (1/2) the above days annually of paid personal days.
- b. It is agreed that paid personal business days are provided for legitimate business, professional, and family obligations of an employee which cannot be met outside of their regularly scheduled assignment. Typical of these

obligations, although not all inclusive are: court appearances, scheduled medical examinations, dental appointments, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions.

- c. Applications for paid personal business days shall, except in emergencies, be made to the immediate supervisor at least three (3) days prior to the date of such leave on a form provided by the Board.
- d. Unused personal business days shall accumulate as sick leave days only.

B. Leaves of Absence Without Pay

Upon request, leaves of absence without pay may be approved by the Board, provided that without request, leave of absence because of physical or mental disability may be granted by the Board. Leaves for any reason shall be granted only after completion of the probationary service with Charles Stewart Mott Community College and shall be subject to the following general recommendations:

- 1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of the leave. An experience increment may be recommended by area heads, subject to approval by the Office of Human Resources, for employees who are on an approved leave for study.
- 2. Employees may not accumulate sick and emergency leave during leave of absence. Sick and emergency leave accumulations previous to leave of absence shall be credited upon return.
- 3. Requests for Leaves: Except in emergencies or herein otherwise provided, an employee desiring unpaid leave of absence shall apply to the Office of Human Resources for such leave at least twenty (20) days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) days.

Requests for leaves of absence of fourteen (14) days or less shall be made at least ten (10) days prior to the date on which leave is to commence except as herein otherwise provided. All requests for leave of absence and all dispositions thereof shall be in writing on appropriate forms.

- 4. In all cases, the first leave of absence granted for unit members shall not exceed a six-(6) month period but may be extended by the Board for two (2) additional six-(6) month periods. Such leaves shall not be extended beyond eighteen (18) months except by special action by the Board.

5. An employee on leave for at least six (6) months shall be required to notify the Office of Human Resources in writing, not less than sixty (60) days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.
6. Employees who are granted extended personal leave shall have their vacation days prorated against days worked.
7. Personal leave shall be granted for the observance of traditional and customary religious holidays. Such holidays shall be interpreted as days when the staff member traditionally engages in religious activities. Three (3) days annually shall be the maximum allowed for this observance (including the two (2) paid days allowable from accumulated sick and emergency leave days). (Refer to Article IX, K, 2, 3.)
8. Leaves of Absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
9. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

- a. Study—

An employee who has been on leave of absence for study and has extended the leave the additional two (2) six- (6) month periods, cannot be granted another leave of absence for study until he/she has worked for a minimum of six (6) months after returning from the previous leave of absence.

- b. Health—

When an employee is ill and has used all of his/her sick and emergency leave up to the number of days required in the long- term disability waiting period as in Article IV, D, he/she will be placed on an unpaid leave of absence in accordance with Section B, 4 of this Article.

- c. Child Care Leave—

An employee may request a child care leave. The employee shall declare his/her intended return date at the commencement of the leave. Any

deviation from the declared date must have the approval of the Office of Human Resources.

d. Military—

1. Any employee who has left or leaves other than a temporary position with the Board to serve in the Armed Forces and who receives an honorable discharge, is still qualified and competent for employment, and applies for a position within ninety (90) days after discharge, shall be re-employed to a position of like nature, seniority, status, and pay within thirty (30) days after applying.
2. Any employee who is re-employed shall be restored without loss of status or seniority and shall be entitled to participate in all benefits granted by the established rules and regulations of the Board. An employee so restored shall not be subject to discharge for a period of one (1) year except for just cause.
3. 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 during his/her working year, he/she shall be paid the difference between his/her regular wage or salary and the base pay and allowances 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 the Board, provided that the total period of such service does not exceed two (2) calendar weeks in any single calendar year. Before such payment shall be made, the employee shall file in the Office of the Executive Dean of Human Resources 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.

10. Union Leave:

Unpaid leave of absence for Union business shall be granted for not less than one (1) month and not more than one (1) year per employee, upon written application to the Office of Human Resources; provided, that, no more than one (1) employee be absent on Union leave at any one (1) time. Upon written request, a one (1) year extension may be granted by the President. The President may also grant an additional Union leave to another employee if the situation warrants it.

C. Re-employment After Leave of Absence

1. An employee returning from paid leave of absence, except for those employees on Worker's Compensation leaves which are longer than one (1) year, and any person returning from extended leave of absence for personal illness or pregnancy for a period of no longer than three (3) months, shall be returned to his/her former position and classification.
 2. All employees returning from unpaid leaves of absence, or Worker's Compensation leaves for longer than one (1) year, and any employee returning from extended leave for personal illness or pregnancy for longer than three (3) months, shall be given the first opportunity for employment in a position for which they are qualified provided no other bargaining unit employee with more seniority applies for such position and is qualified.
- D. Seniority shall accrue during all paid leaves, including Worker's Compensation leaves of one (1) year or less, for the first three (3) months of any health, maternity, or union leave. Seniority shall accrue for the entire length of a Military leave. Seniority shall not accrue during any other leave.
- E. Year-of-service credit toward the fifth (5) and tenth (10) year of additional vacation allowance time and the service allowance time of Article IV, I, shall continue to accrue during the first two (2) months of any health leave only.

ARTICLE XI

RESIGNATION AND RETIREMENT

A. Resignation

1. All unit members shall give written notice of intention to resign at least fourteen (14) days prior to effective date thereof. Such notice shall be filed in the Office of Human Resources.
2. Any unit member who resigns forfeits all rights except for unused vacation time.

B. Retirement

1. On and after July 1, 1990, or at the end of his/her regularly scheduled work year, any employee who retires after attaining age sixty-two (62) shall be paid for his/her unused sick and emergency leave as follows:

One (1) to sixty (60) days inclusive--full straight time daily rate

Sixty-one (61) to one hundred and eighty (180) days inclusive--one half straight time daily rate

All unused sick and emergency leave in excess of one hundred and eighty (180) days shall be forfeited.

2. On and after July 1, 1990, or at the end of his/her regularly scheduled work year, any employee who retires prior to age 62 shall be paid for his/her unused sick and emergency leave up to the following maximums:

One (1) to sixty (60) days inclusive--full straight-time daily rate.

Sixty-one (61) to one hundred and eighty (180) days inclusive--one-half (1/2) straight-time daily rate.

All unused sick and emergency leave in excess of one hundred and eighty (180) days shall be forfeited.

3. Employees who have attained age sixty-two (62) on or before June 30, 1995, shall be covered by provisions 1 and 2 above.

4. On and after July 1, 1995, any employee who retires prior to attaining age
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sixty-two (62) shall be paid for accumulated unused sick leave as follows:

- a. One to sixty (60) days inclusive - full straight time daily rate.
 - b. Sixty-one (61) to one hundred eighty (180) days inclusive - one-half (1/2) straight time daily rate.
 - c. All days in excess of one hundred eighty (180) days shall be forfeited.
5. On and after July 1, 1995, any employee who retires after attaining age sixty-two (62) shall be paid for accumulated unused sick leave as follows:
- a. One (1) to sixty (60) days inclusive - forty-five (\$45.00) dollars per day.
 - b. Sixty-one (61) to one hundred eighty (180) days inclusive - twenty-two dollars and fifty cents (\$22.50).
 - c. All days in excess of one hundred eighty (180) days shall be forfeited.

ARTICLE XII

TERMINATION

A. Any unit member whose services are terminated because of reduction of staff shall be notified at least thirty (30) calendar days in advance of this termination in writing by the Office of Human Resources or his/her designee. For the purposes of this provision, the following shall apply:

1. In the event of staff reductions or layoffs, the Board shall determine the grade in which such layoffs shall occur. In such situations, the following shall prevail:

Employees to be laid off shall be entitled to displace the least senior employees in their grade or any lower grade, provided such employee has more system seniority than the employee being displaced and is qualified.

2. Employees last laid off will be the first to be recalled to jobs from which they were laid off or to other jobs for which they are qualified in their grade or a lower grade.
3. No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
4. Notice of Recall shall be given to the employee entitled to be recalled at the last address of the employee recorded at the Office of Human Resources by certified mail, return receipt requested. The employee shall report to work not later than ten (10) working days after mailing of notice.
5. Seniority shall be the length of full-time, continuous, uninterrupted service with Mott Community College, in the bargaining unit, and shall accrue to an employee only during a period of active employment and when the employee is physically on the job, forty (40) hours a week, except that an employee shall accrue seniority during the period of an employee's earned sick and emergency leave, personal business days, vacation allowance, and during the period of those leaves set forth in this contract. Half (1/2) time employees will be credited with half (1/2) the seniority time. (i.e.: A half time employee who works for one year shall be credited with one half year of seniority).
6. For the purposes of this provision, Flint Board of Education service shall be credited to those members of the bargaining unit who were employed at the College by the Flint Board on June 30, 1970, and whose employment was transferred to Charles Stewart Mott Community College on July 1, 1970.

7. **The Unit Chairperson, Unit Vice-Chairperson, and Unit Secretary shall have top seniority for purposes of layoff and recall only, provided they can perform the work available.**
- B. **Any unit member who is absent for three (3) consecutive work days who fails to make a report of his/her absence to his/her immediate supervisor may be discharged by the Office of Human Resources or his/her designee.**
- C. **Any unit member who is discharged forfeits all rights except for unused vacation time.**

ARTICLE XIII

PAID VACATION ALLOWANCES

Unit members of the Board shall receive the following vacation allowances:

A. Experience credits

1. Unit members shall be credited with all previous months of Flint Board of Education service in determining their vacation allowance, provided that they were employed by the Flint Board of Education at the College on June 30, 1970, and transferred their employment to Charles Stewart Mott Community College on July 1, 1970.

B. Vacation Allowances for 40 to/and including 52-week employees. (Excludes all employees who work less than 48 weeks per year and were hired after January 1, 1976.)

1. Vacation credit for new employees shall accrue from the date of employment. An employee beginning work on or before the fifteenth (15) of any month shall be credited with vacation allowance of six and two-thirds (6 2/3) hours for that month. If work is begun on the sixteenth (16) or after, no credit will be given for that month.
2. Employees with less than five (5) years of service shall accrue vacation time at the rate of six and two-thirds (6 2/3) hours per month.
3. After the completion of five (5) years of service with the Board, an additional forty (40) hours of vacation will be credited to the employee during the official month of employment, and the vacation allowance for that month and succeeding months will be computed at the rate of ten (10) hours per month.
4. After the completion of ten (10) years of service with the Board, an additional forty (40) hours of vacation will be credited to the employee during the official month of employment, and vacation allowance for that month and succeeding months will be computed at the rate of thirteen and one-third (13 1/3) hours credit per month.
5. Vacation allowances may not accumulate. Each employee shall be eligible to take his/her vacation during the year after the close of the fiscal year in which it is earned. (Example: vacation earned during fiscal year 1986/87 can be used during fiscal year 1987/88 and must be used prior to June 30, 1988.) Exceptions are to be made by the Office of Human Resources.
6. Upon termination of employment, a unit member shall receive pay for any unused

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vacation time. An employee with less than five (5) years of service shall receive vacation credit at the rate of six and two-thirds (6 2/3) hours per month; an employee with five (5) years, but less than ten (10) completed years, at the rate of ten (10) hours per month; and an employee with ten (10) years or more of service at the rate of thirteen and one-third (13 1/3) hours per month. An employee leaving service on or before the fifteenth (15) of any given month shall receive no credit for that month, but if he/she leaves on or after the sixteenth (16) of a month, credit shall be granted.

- C. Employees shall be paid for the following specific days when they fall within a work week in which the employee is regularly assigned to work:

| | |
|-------------------|-------------------------------|
| July 4, 1994 | Independence Day |
| September 5, 1994 | Labor Day |
| November 24, 1994 | Thanksgiving Day |
| November 25, 1994 | |
| December 26, 1994 | |
| December 27, 1994 | |
| December 28, 1994 | |
| December 29, 1994 | |
| December 30, 1994 | |
| January 2, 1995 | |
| January 3, 1995 | |
| January 16, 1995 | Martin Luther King's Birthday |
| May 29, 1995 | Memorial Day |

- D. Part-time employees who work one-half (1/2) time or more, but less than full time in a regularly assigned position shall receive one-half (1/2) the above vacation allowances.
- E. It is agreed that if the Mott Maintenance unit of Local 591, AFL-CIO, or the Professional, Technical, Office/MEA Unit receive additional holidays during the period of July 1, 1993, through June 30, 1995, the Secretarial/Clerical holiday schedule will be adjusted to include any such additional holidays.

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ARTICLE XIV

STRIKES AND SANCTIONS

- A. Neither the Union 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 Union recognizes as the sole remedy for adjudication of grievances.
- B. The Union will not support the action of any employee taken in violation of Paragraph (A) 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 by Paragraph (A).
- C. Violation of Paragraph (A) by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- D. The Board, in the event of violation of Paragraphs (A) and (B) will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE XV

JOB EVALUATION COMMITTEE

The Job Evaluation Committee shall have four (4) members; two (2) members to be appointed by the Board and two (2) members to be appointed by the Union.

All newly appointed JEC committee members must sit in on at least one (1) JEC evaluation prior to obtaining active status as a committee member. One (1) alternate committee member shall be appointed by administration, and one (1) alternate committee member shall be appointed by the Union.

The JEC chairperson shall schedule necessary training sessions for all JEC committee members and alternates.

The following procedures will be established for the Job Evaluation Committee to recommend classification and grade placement:

1. Requests to initiate a review of any existing position on the Secretarial/Clerical schedules at the College may be made by any of the following: the employee, the immediate supervisor or any of his/her line superiors. Such requests shall be submitted to the Office of Human Resources. The committee may periodically review any or all positions at the College.
2. The job analysis and evaluation shall consist of:
 - a. a review of the current approved job description
 - b. a review of the position description questionnaire
 - c. reviewing the job evaluation request form
 - d. utilizing the following criteria:
 1. knowledge and skill
 2. problem solving
 3. independent
 4. contact with others
 5. delegation of work to others
 6. assignment of work from others
 7. mental/physical fatigue
3. The committee may interview the unit member and/or supervisor regarding job description content. In such instances, the committee shall develop questions based on the criteria addressed in the evaluation tool which may be asked during the interview. Such questions shall be developed prior to the hearing date.

4. The committee's average score will be the only determining factor for placement in a grade classification. The committee shall not be influenced by the personality and/or performance of the individual in the position.

The committee chair shall complete the JEC request form with the committee's recommendation for placement in grade classification and forward this form along with the JEC scoring sheet to the Human Resources Office, within five (5) days of the hearing. The actions taken by the committee are recommendations to the President. All parties involved in the review shall receive formal notification of the President's decision from the Office of Human Resources within ten (10) working days following notification of the President's decision.

5. Within fifteen (15) working days of the date a request is received, the involved parties will be notified of a future meeting date of the Job Evaluation Committee.
6. The unit member and supervisor will receive notice of grade classification in accordance with Appendix B from the Human Resources Office, within ten (10) working days following notification of the President's decision.
7. All unit members must follow the established guidelines of the JEC in order to apply for a job evaluation. These guidelines are available upon request from the Human Resources Office.
8. The individual committee member's results are confidential and shall not be shared with any unit member or other employee of the college by JEC committee members.
9. The initiator of the request or the employee whose position is being reviewed shall have the right to appeal within fifteen (15) working days after receiving formal notification of the President's decision. Within fifteen (15) working days of the date a request is received in Human Resources, the unit member and the supervisor will be notified of a future hearing date.
10. The appeal procedures will be as follows:
 - a. The employee requesting a review or an appeal shall be interviewed by the committee. The employee requesting a review or an appeal shall have access to all documentation considered.
 - b. The employee making an appeal shall have a hearing before the committee at which time additional information may be presented and reviewed.
 - c. The committee will review procedures followed in making its original recommendation.

- d. The committee will make a majority report of the appeal and/or new majority recommendation to the Office of Human Resources.
 - e. The Office of Human Resources shall forward the majority report to the President for a final decision.
 - f. The committee shall be informed of the President's decision in a timely fashion but not more than thirty (30) working days from following receipt of committee's recommendation.
 - g. The employee requesting a review or appeal shall be notified of the President's decision by the committee.
- 11. After completion of those procedures used in review or appeal, a position will not be subject to re-evaluation until a period of six (6) months has elapsed.
 - 12. The committee shall not submit any recommendation or report to the Office of Human Resources unless the same has been approved by a majority of the entire committee. In the event the committee is unable to obtain a majority decision, the previous ruling shall become final.

ARTICLE XVI

DISCIPLINARY PROCEDURES

- A. No employee shall be reprimanded, suspended with or without pay, discharged or otherwise disciplined without just cause. The Board will follow a policy of progressive discipline.
- B. The parties that in the instance of those "disciplinary offenses" specifically detailed in Article XVI of the Master contract, the progressive penalty formula utilized by the College shall be as hereinafter provided, except as otherwise stated in this appendix.

| | |
|-------------------|---------------------------------------------------------|
| 1. First Offense | Oral Warning (documented) |
| 2. Second Offense | Written Warning |
| 3. Third Offense | Written Reprimand |
| 4. Fourth Offense | Written Reprimand-two (2) day suspension |
| 5. Fifth Offense | Written Reprimand-one (1) week suspension |
| 6. Sixth Offense | Suspension with length to be determined up to discharge |

- C. Formal disciplinary action (written notices through discharge) shall remain as an active part of the progressive disciplinary file as follows:
1. Oral warning shall remain in effect for three (3) months.
 2. Written warning shall remain in effect for six (6) months.
 3. Written reprimand shall remain in effect for twelve (12) months.
- D. In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees.
- E. Copies of warnings and reprimands will be distributed to the office of Human Resources, the affected employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. In addition, incidents of which may accumulate within a given period of time may lead to suspension and dismissal.
- F. It is understood, however, that nothing is intended to prevent Administration and Supervisors from bypassing the progression of "disciplinary offenses" outlined in Paragraph B for more serious offenses subject to review through the grievance procedure.

ARTICLE XVII

TERM OF AGREEMENT AND REOPENER

This Agreement shall not be effective until ratified by the Board and the Union and upon ratification shall remain in full force and effect without change, addition or amendment from July 1, 1993 through June 30, 1995.

Notice of intention to reopen this Agreement shall be given in writing by the party desiring to reopen the Agreement on or before May 15, 1995, and negotiations shall commence as soon thereafter as shall be feasible.

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.

CHARLES STEWART MOTT COMMUNITY COLLEGE

BOARD OF TRUSTEES

By 

Its Chairman

Service Employee's International Union,

Charles Stewart Mott Secretarial-Clerical Unit of

Local 591, AFL-CIO

By 

Its President or Designee

October 1994

APPENDIX A

SALARY SCHEDULES
(WEEKLY RATE)

Effective January 1, 1994 - October 30, 1994
1994

| GRADE | STEP | | | | | | |
|-------|------|-----|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| A | 379 | 390 | 406 | 421 | 432 | 449 | 462 |
| B | 389 | 406 | 422 | 437 | 449 | 462 | 477 |
| C | 406 | 425 | 439 | 452 | 463 | 477 | 501 |
| D | 424 | 442 | 453 | 469 | 477 | 495 | 517 |
| E | 460 | 477 | 488 | 504 | 513 | 531 | 552 |
| F | 495 | 513 | 524 | 540 | 548 | 566 | 588 |

Effective November 1, 1994 - June 30, 1995
1994-95

| GRADE | STEP | | | | | | |
|-------|------|-----|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| A | 390 | 402 | 418 | 434 | 445 | 462 | 476 |
| B | 401 | 418 | 435 | 450 | 462 | 476 | 491 |
| C | 418 | 438 | 452 | 466 | 477 | 491 | 516 |
| D | 437 | 455 | 467 | 483 | 491 | 510 | 533 |
| E | 474 | 491 | 503 | 519 | 528 | 547 | 569 |
| F | 510 | 528 | 540 | 556 | 564 | 583 | 606 |

Implementation of 1993-94 Salary Schedule

1. The 1992-93 salary schedule shall be increased by one and one-half (1 1/2%) percent effective January 1, 1994.
2. An additional one (1%) percent of an employees 1992-93 salary shall be paid on or before November 4, 1994, to employees actively employed on June 1, 1994.
3. An additional one and one quarter (1 1/4%) percent of an employees 1992-93 salary shall be paid on or before November 4, 1994, to employees actively employed on June 1, 1994.

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Implementation of the 1994-95 Salary Schedule

Effective upon ratification of this agreement by both parties, the 1993-94 salary schedule shall be improved by three (3%) percent on November 1, 1994, through June 30, 1995 and a signing bonus payment reflecting the earnings not received by employees for the period July 1, 1994 through October 31, 1994, shall be provided by separate check.

APPENDIX A

SALARY SCHEDULES
(WEEKLY RATE)

Effective July 1, 1995 - June 30, 1996
1995 -1996

| GRADE | STEP | | | | | | |
|-------|------|-----|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| A | 400 | 412 | 429 | 445 | 457 | 474 | 488 |
| B | 411 | 429 | 446 | 462 | 474 | 488 | 504 |
| C | 429 | 449 | 464 | 478 | 489 | 504 | 529 |
| D | 448 | 467 | 479 | 496 | 504 | 523 | 547 |
| E | 486 | 504 | 516 | 532 | 542 | 561 | 584 |
| F | 523 | 542 | 554 | 570 | 579 | 598 | 622 |

APPENDIX B
GRADE SYSTEM

Grade A

Arts & Humanities
Clerk, Business & Technology
Clerk, College Relations
Clerk, Community Education
Clerk, Guidance & Counseling
Clerk, Guidance & Counseling
Clerk, Guidance & Counseling
Clerk, Guidance & Counseling
Clerk, Health Sciences
Clerk, Educational Technology
Clerk, Science & Math
Clerk, Social Sciences
Clerk, Registrar's Office
Clerk, Registrar's Office
Clerk, Registrar's Office
Clerk, Tutorial Services
Part-Time Clerk, Guidance & Counseling
Part-Time Clerk/Typist, Vice President
Clerk, Advisement Center
Clerk, Advisement Center

Grade B

Assistant Cashier
Assistant Cashier
Clerk, Accounts Payable
Clerk, Grants & Programs, Fin. Aid
Clerk, Mailroom/Bindery
Clerk, Payroll
Clerk, Registrar's Office
Clerk, Registrar's Office
Clerk/Bookkeeper, Library
Clerk/Cashier, Community Education
Head Catalog Clerk, Library
Head Circulation Clerk, Library
Head VLC Clerk
Machine Operator
Part-Time Secretary, Academic Services

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Grade B cont.

Part-Time Secretary, Facilities Mgmt
Part-Time Secretary, Honor's Program
Secretary, Arts & Humanities
Secretary, Arts & Humanities
Secretary, Arts & Humanities
Secretary, Academic Development
Secretary, Admissions
Secretary, Admissions
Secretary, Athletics
Secretary, Business Division
Secretary, Business & Technology
Secretary, Business & Technology
Secretary, Business & Technology
Secretary, Business & Technology
Secretary, Community Education
Secretary, Community Education
Secretary, Community Education
Secretary, Financial Aid
Secretary, Guidance & Counseling
Secretary, Health Sciences
Secretary, Health Sciences
Secretary, Handicapped Services
Secretary, Educational Technology
Secretary, Information Systems
Secretary, Sciences
Secretary, Social Sciences
Secretary, Placement
Secretary, Student Activities
Secretary, Upward Bound & Single
Parent/Sex Equity Programs
Secretary/Director, Library
Switchboard Operator

Grade C

Secretary, Dean, Academic Services
Secretary, Dean, Arts & Humanities
Secretary, Dean, Business & Technology

Grade C cont.

Secretary, Dean, Health Sciences

Secretary, Dean, Liberal Arts

Secretary, Dean, Science & Math

Secretary, Dean, Vocational Education

Grade D

Lead Machine Operator

Grade E

Clerk, Financial Aid

Grade F

Clerk, Work Study Liaison, Fin. Aid

Loan Coordinator

Secretary, Vice Pres. Academic Affairs