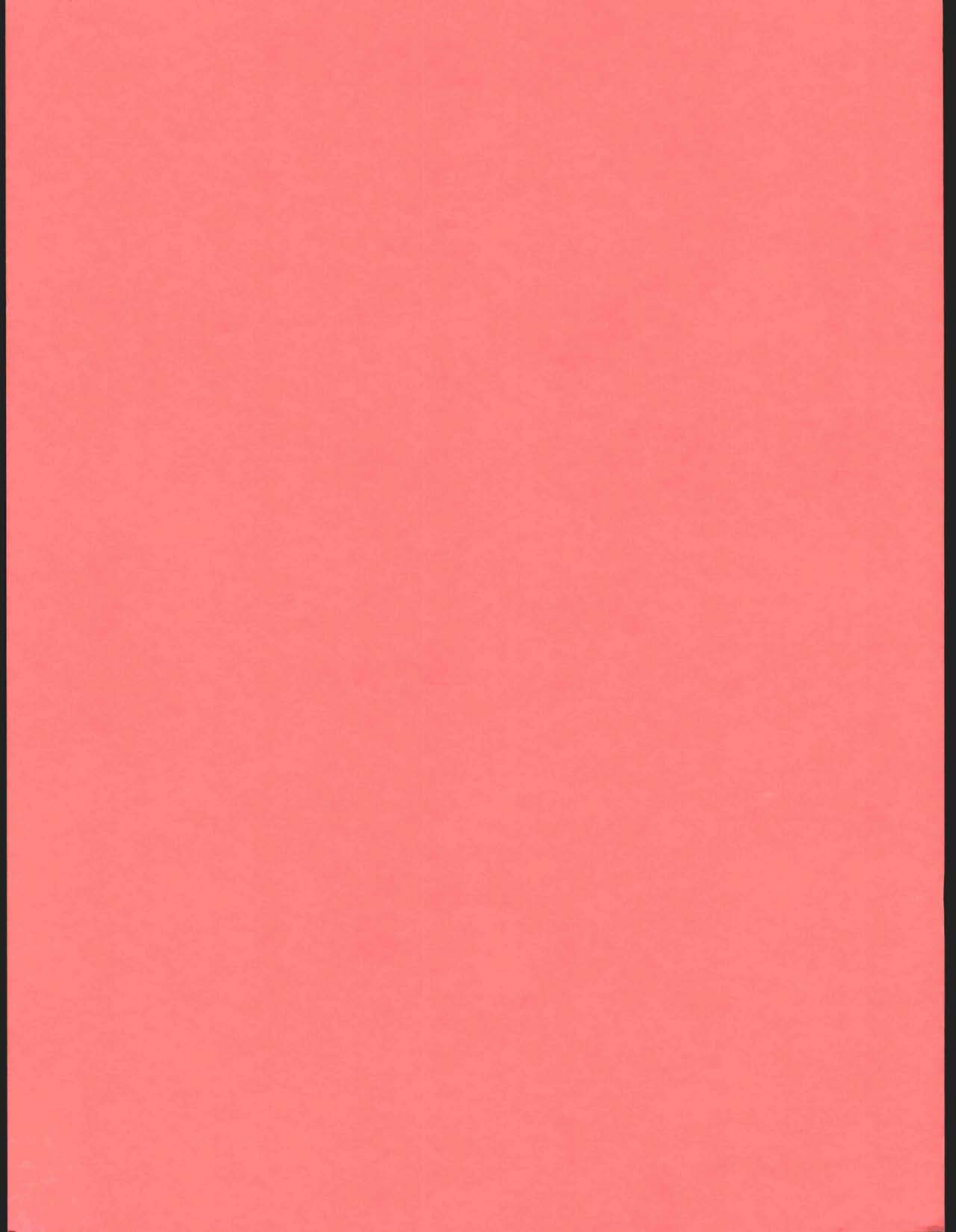


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5/31/99

**AGREEMENT**  
**Between The**  
**BOARD OF TRUSTEES**  
**Of**  
**WASHTENAW COMMUNITY COLLEGE**  
**And The**  
**WASHTENAW COMMUNITY COLLEGE**  
**OFFICE PROFESSIONAL/TECHNICAL UNION**  
**1997 - 1998 1999**

*Washtenaw Community College*



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## **AGREEMENT**

**THIS AGREEMENT** entered into as of the first (1st) day of June, 1998, between the Board of Trustees, Washtenaw Community College (hereinafter referred to as the "Board") and the Washtenaw Community College Office Professional/Technical Union, affiliated with the Michigan Education Association/National Education Association (hereinafter referred to as the "Union").

**WHEREAS** the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and their employees with respect to hours, wages, and terms and conditions of employment,

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the Community.

To these ends, the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**NOW, THEREFORE**, in consideration of the following mutual covenants, the parties agree as follows:

## ARTICLE 1.00

### 1.10 RECOGNITION CLAUSE AND UNIT DEFINITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit as described below:

All full-time and part-time office professional, technical, and child care employees who work twenty (20) or more hours per week on a regular scheduled basis. All other employees of the College, including, but not limited to: substitute employees, interim employees, temporary employees, less than 20-hour per week part-time employees, grant and experimental program employees, students, the Administrative Assistant to the President, the Administration and Finance Specialist, the Secretary to the Associate Vice President for Human Resources, and one additional clerical employee in the Office of Human Resource Management, the Coordinator of Admissions and Student Records, supervisors as determined by M.E.R.C. and all other individuals who are currently or who would be included in other bargaining units certified by the Commission are excluded from the bargaining unit.

### 1.20 BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.



### **1.21 UNION RIGHTS**

- A. The membership shall have the right to use College building facilities for business meetings. If additional janitorial or custodial services are required, the Union will pay for such services.
- B. The membership shall have the right to use College equipment and supplies for Union business. The Union will reimburse the College for expendable materials.
- C. The Union President shall have access to information concerning the financial resources of the College, adopted budgets, salaries, and such other information as it may reasonably require for purposes of evaluating and negotiating, and settling misunderstandings and grievances.

### **1.30 AID TO OTHER UNIONS**

The Board will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **1.40 NO STRIKE CLAUSE**

The Union and any and all Union members shall not cause, engage in or sanction any strike, slow-down, or other concerted action for the term of the Agreement.

The word strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

### **1.50 ENTIRE AGREEMENT CLAUSE**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Any individual contract between the Board of Trustees and an individual Union member, heretofore executed shall be subject to and made subject to and consistent

with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

This Agreement shall supersede any rules, regulations or practices of the Board of Trustees which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board of Trustees.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.

#### **1.51 UNION OFFICERS**

- A. The employees of the Board shall be represented by the President of the Union, the Grievance Chair and a minimum of two Area Representatives at the Huron River Campus. The Union will notify the Administration in writing of the names of persons authorized to represent the employees. The Grievance Chair, during working hours, without loss of pay or time, shall investigate and present grievances. The Area Representative shall perform all duties of the Grievance Chair in the Grievance Chair's absence.
- B. The maximum released time for any one (1) grievance shall be two (2) hours up to Step II. The Union shall be charged release time for each of the Representatives or Grievance Chair involved in the processing of a grievance. The Representatives or Grievance Chair must notify their immediate supervisor prior to leaving their workstation to investigate or present grievances.

#### **1.60 NON DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination with respect to the application or administration of the provisions of this Agreement on the basis of race, color, religion, national origin, sex, age, ancestry, marital status, height, weight, and handicap.

## ARTICLE 2.00

### 2.10 UNION SECURITY REQUIREMENT OF UNION MEMBERSHIP

- A. Maintenance of Membership: All employees who are members of the Union under the present contract shall be required, as a condition of continued employment, to continue membership in the Union or pay the fee conditioned as per law for the duration of this Agreement.
- B. As a condition of employment, present employees who are in the bargaining unit but are not members of the Union shall have the option of joining the Union or paying the fee conditioned as per law to the Union.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of continued employment, have the option of joining the Union or paying the fee conditioned as per law to the Union upon completion of probationary period.
- D. Transfer of Employees: If an employee is transferred to a position under the Board not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement for a period of one (1) year.

### 2.20 UNION DUES

#### 2.21 PAYMENT BY CHECK-OFF

Employees can tender the monthly membership dues or the fee conditioned as per law by signing the Authorization for Check-Off of Dues form. (Such forms will be submitted after ratification of the new contract.)

#### 2.22 CHECK-OFF FORMS

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Board agrees to deduct Union membership dues or the fee conditioned as per law from the pay of each employee who has executed an Authorization for Check-Off of Dues form (Exhibit A).

**2.23 WHEN DEDUCTIONS BEGIN**

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective upon completion of the probationary period and shall be deducted on the first pay day of the month (following the probationary period) and each month thereafter.

**2.24 REMITTANCE OF DUES TO FINANCIAL OFFICER**

Deductions for any calendar month shall be remitted to such address as designated by the Treasurer of the local Union, with an alphabetical list of names of all employees and the amount of deduction from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall notify the Treasurer of the names of employees who, through a change in their employment status, are no longer subject to deductions.

**2.25 TERMINATION OF CHECK-OFF**

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The local unit shall be notified by the Office of Human Resource Management of the names of all employees of the bargaining unit who have been terminated following the end of each month in which the termination took place.

**2.26 DISPUTES CONCERNING MEMBERSHIP**

Any dispute arising as to an employee's membership in the Union or the payment of the fee conditioned as per law shall be reviewed by the Associate Vice President for Human Resources or the designated representative of the Board with the appropriate area representative of the local unit and, if not resolved, may be decided at the final step of the grievance procedure.

## 2.27 FAILURE TO COMPLY

Subject to the requirements of law, employees who fail to meet the requirement under this section shall have their employment with the College terminated. The Union agrees to save and hold harmless the Board for any and all financial liabilities due to enforcement of this article.

## 2.30 NEW HIRES

- A. Upon initial hire, the employee will be given a copy of the contract.
- B. The employee shall be informed that the membership chairman of the Union may contact him during the first week of employment.
- C. Before the end of the 59th day of employment, the Membership Chairman and the Associate Vice President for Human Resources or his/her designee, will meet with the new employee unless an appropriate card has already been signed. The employee will, no later than the 59th day, sign the Authorization for Dues Check-off Form (Exhibit "A").
- D. The original signed form will then be sent to the Office of Human Resource Management. A copy of this card will be sent to the Union.

## ARTICLE 3.00

### 3.10 GRIEVANCE PROCEDURE

- A. **PURPOSE:** The primary purpose of this Grievance Procedure is to secure at the earliest possible level an equitable solution to complaints or grievances of the employees of the bargaining unit.
- B. **DEFINITION:** A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.
- C. **TIME FRAMES:** The parties recognizing that an orderly Grievance Procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within fifteen (15) working days after occurrence of the circumstances giving use to the grievance,

otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

- D. **UNION GRIEVANCE:** Matters involving Union grievances will be discussed with the Associate Vice President for Human Resources, following the steps of the grievance procedure (i.e. Oral Step, Written, etc.). A WCCOP/T MEA-NEA Representative may be present at any step of the Grievance Procedure provided two (2) days advance notice is given to H.R.M.
- E. **ORAL:** Any employee having a complaint shall first take up the matter with his/her immediate supervisor, in consultation with supervisor of area giving rise to the complaint, and have an Area Representative or Grievance Chair present if desired. If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:
- F. **STEPS OF THE GRIEVANCE PROCESS:**

**STEP I**

If the complaint cannot be settled at the oral stage, a written grievance (on the appropriate form) may be filed by an Area Representative or Grievance Chair with the immediate supervisor within five (5) working days of the oral response. The immediate supervisor will return his/her answer in writing within five (5) working days.

**STEP II**

If the decision of the immediate supervisor is unsatisfactory, the Union may appeal the decision in writing to the Associate Vice President for Human Resources with a copy going to the President of the College, within ten (10) working days, along with the reason it considers the first step answer unsatisfactory. The Associate Vice President for Human Resources or his designee shall meet with the Union within ten (10) working days. The grievant and no more than two (2) Union representatives, including the WCCOP/T MEA-NEA Representative, may be present at this meeting. The Associate Vice President for Human Resources or his/her designee will then submit his/her answer in writing to the unit president, with a copy going to the originator of the grievance, within ten (10) working days.

### **STEP III**

If the Associate Vice President for Human Resources or his/her designee fails to reply to the grievance or if the decision of the Associate Vice President for Human Resources or his/her designee is unsatisfactory to the Union, either party may submit the grievance to the American Arbitration Association. Within thirty (30) calendar days after the Associate Vice President's or his/her designee's response is due, the Union or the Employer, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. The arbitrator shall, within thirty (30) days after the hearings have concluded, render a decision and notify all parties in writing of the decision. The decision of the arbitrator shall be final and binding on all parties, and any provisions of the arbitrator's decision shall be implemented immediately. The cost of arbitration shall be equally divided between the Union and the Board and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such cost. The parties shall be responsible for the payment of witnesses called by them except for the grievants (excluding class grievances) and two (2) officers of the Union who will suffer no loss of time or pay for attendance at arbitration proceedings.

- G. **POWER OF THE ARBITRATOR:** It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement. He/She shall have no power to add to, or subtract from, disregard, alter, modify any terms of this Agreement. He/she shall not require either party to commit an act which is contrary to law. The arbitrator shall not have power to award punitive damages.

### **3.20 TIME OF APPEALS**

Any grievance not appealed from an answer from one step to the next step of the grievance procedure within specified time limits shall be considered settled on the basis of the last answer and not subject to further review. If a grievance is not answered within the specified time, it shall be moved to the next step of the grievance procedure.

Time limits may be extended only by mutual consent of the Employer and the Union.

At each step, the date of the grievance or reply shall be "zero" day with day one (1) starting the following day.

### **3.30 WITHDRAWAL OF CASES**

A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such an event, the withdrawal without prejudice will not affect financial liability.

After a case has been referred to the arbitrator the case may be withdrawn by either party by mutual consent.

### **3.40 PAYMENT OF BACK PAY CLAIMS**

If the Board fails to give an employee work to which his/her seniority (length of service) and ability entitles him/her and a written notice of his/her claim is filed within thirty (30) calendar days of the time the Board first failed to give him/her such work, the Board will reimburse him/her for the earnings he/she lost through failure to give him/her such work, if such claim is upheld.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her existing regular rate.

## **ARTICLE 4.00**

### **4.10 PROBATIONARY EMPLOYEES**

#### **Seniority - Probationary Employees**

When the word "seniority" is used, it shall mean length of service.

- A. New employees hired in the bargaining unit shall be considered as Probationary Employees for the first sixty (60) working days of their employment. Employees shall complete their Probationary Period within one hundred fifty (150) calendar days of their employment. When an employee finishes the Probationary Period, he/she shall be entered on the seniority list of the bargaining unit and shall be considered to have seniority computed from the first day of his/her employment. There shall be no seniority among Probationary Employees.



- B. The Union shall represent Probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Union activity.
- C. Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire. An employee rehired shall commence his/her seniority from last date of hire. In the event two people are hired on the same date, the seniority shall be determined by the drawing of lots.

#### **4.20 SENIORITY LISTS**

- A. Seniority shall not be affected by the race, color, religion, national origin, sex, age, ancestry, height, weight, marital status, or dependents of the employee.
- B. The Seniority List on the date of this Agreement will show the names, job titles, salary grades and date of hire of all employees of the bargaining unit entitled to seniority.
- C. The Office of Human Resource Management will keep the Seniority List up to date at all times and will provide the local Union membership with up-to-date copies at least every ninety (90) days.

#### **4.30 LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons only:

- A. He/She quits.
- B. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/She is absent for five (5) consecutive working days without notifying his/her immediate supervisor. In proper cases, exceptions shall be made. After such absence, the Office of Human Resource Management will send written notification with return receipt requested to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

#### **4.40 SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the Union President, Vice President, Secretary and Treasurer, of the local unit shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available.

### **ARTICLE 5.00**

#### **5.10 LAYOFF**

- A. The word "layoff" means a reduction in the working force due to a decrease in work, or financial, or budgeting considerations.
- B. Whenever layoff occurs the more senior employee shall be allowed to displace a less senior employee within his/her classification or within a lower classification providing the more senior employee is qualified to perform the work of the less senior employee.
- C. When an employee's position is eliminated, the following procedure will be followed:
  - 1. The employee shall have the right to bump an employee of lesser seniority within his/her classification.
    - (a) The employee shall first attempt to bump the least senior employee within his/her classification. If he/she does not secure this position he/she shall continue to attempt to bump within the classification in reverse order of seniority beginning with the least senior employee in his/her classification.
    - (b) Should the employee not secure a position in his/her classification he/she shall follow the above procedure within the next lower classification. This process may be continued until all possibilities in lower classifications have been exhausted. If the employee secures a position in a lower classification he/she shall receive the salary level of the lower classified position.

2. All subsequent employees displaced, as a result of the initial position elimination shall follow the procedure in 1 (a) and (b) above.
  3. When an employee's position is eliminated that employee shall be notified by the Office of Human Resource Management two (2) weeks in advance of this elimination and at that time shall be notified of the position for which he/she qualifies as outlined in item 1 (a) and (b) above.
- D. Any employee to be laid off shall have at least two (2) weeks notice in advance, in writing, by the Office of Human Resource Management.
  - E. At least fifteen (15) working days prior to a layoff the matter shall be discussed between the Office of Human Resource Management and the Union.
  - F. When an employee accepts a lower classification as a result of the layoff procedure, if mutually agreeable between the supervisor and the employee, he/she shall return to his/her former position should it be vacated. This option shall be exercised within five (5) working days. If he/she fails to take the position, the job will immediately be posted under Article 6.00.
  - G. Probationary employees and part-time employees shall be laid off before full-time members of the bargaining unit.

#### **5.20 RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled according to bargaining unit-wide seniority as defined in Section 4.10. Notice of recall shall be sent to the employee at his/her last known address by certified mail delivered to addressee only. If an employee fails to report for work within fifteen (15) consecutive days after delivery or attempted post office delivery, he/she shall be considered a quit.

### **ARTICLE 6.00**

#### **6.10 PROMOTIONS AND TRANSFERS**

- A. **POSTING:** If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Employer determines to fill such opening, the open job will be posted for a period of five (5) regularly scheduled working

days. All open jobs will be posted for a period of five (5) working days setting forth the minimum requirements for the position on appropriate bulletin boards.

Seniority employees who desire such open job(s) may submit their bids for such job(s) to the Office of Human Resource Management, in writing, within the posting period. Any such job opening, if posted, may be filled temporarily by the Employer until there has been a permanent award of the job to an employee.

Bargaining unit members shall be eligible for only one (1) transfer or promotion within a six (6) month calendar period.

- B. **SELECTION:** From among the five (5) most senior employees who bid on positions within the five (5) top grade levels and meet the minimum requirements of the posted position, and among the two (2) most senior employees who bid on positions which fall within the remaining grade levels and meet the minimum requirements of the posted position, the Employer will make a selection and grant one (1) employee a thirty (30) working day trial period. The selection of the employee shall be made on the basis of qualifications and ability, and where qualifications and ability are relatively equal, seniority shall prevail.
- C. **TESTING:** If the employee has not been tested within eighteen (18) months, job related tests may be used when positions require additional or different skills than a Union member currently possesses.
- D. **ANNOUNCEMENT/DENIAL:** The employer will announce the successful job bidder, if any, within ten (10) regularly scheduled working days after the close of the bidding period.

In the event the senior applicant is denied the promotion or transfer, the reasons and the basis of disqualification shall be given in writing, upon the employee's request.

- E. **TRIAL PERIOD:** When an employee's job bid is accepted, he/she will be given a trial period not to exceed thirty (30) working days. If at any time within the trial period, the employee is disqualified for the job he/she shall be returned to the permanent job he/she held prior to the accepted bid. During the thirty (30) working day trial period, the employee shall have the opportunity to revert back to his/her former position.

- F. **TEMPORARY TRANSFER:** An employee required by the Employer to work in a higher classification on a temporary basis for at least three (3) consecutive working days shall be paid at the rate of the higher classification.
- G. **EXTERNAL APPLICATIONS:** If there are no qualified bidders for any open and posted job, the College may fill the job at its discretion.

No new employee or outside office service representative (Manpower, Kelly Girls, etc.) shall be hired to fill a position while a qualified regular employee is on layoff status and elects to take such a position.

## 6.20 **TEMPORARY ASSIGNMENTS/NON-UNIT PART-TIME EMPLOYEES**

The following provisions stipulate the circumstances under which the employer may hire temporary and non-unit part-time employees.

Non-unit Part-time Employees are defined as those employees who are assigned to work less than twenty (20) hours per week. These employees shall not be members of the bargaining unit.

Non-Unit Temporary Assignment Employees are defined as those employees who are assigned to work in an Interim, Substitute, Temporary, or Grant and Experimental Program capacity. These employees shall not be members of the bargaining unit.

Individuals employed to work in non-unit part-time, substitute and/or a temporary capacity, shall be limited to 1,000 hours within any fiscal year period (July - June). The limitation on hours within a fiscal year shall apply to work performed by the non-unit employee within one department or a combination of departments.

Bargaining unit members may request a temporary work assignment in an interim or substitute capacity without limitation to hours per year. The Union will provide the Employer with a list of employees desiring to fill such positions quarterly.

## 6.21 **DEFINITION OF EMPLOYEE CATEGORIES**

- A. **INTERIM EMPLOYEES:** Vacancies caused by an approved Leave of Absence, posted new positions, transfer/promotion to temporary assignments or resignation, or death of incumbent employees shall be filled by Interim Employees. Interim Employees shall have a comparable skill level for the position. Employees hired to fill such vacancies shall have no benefits under this contract except rates of pay. In the event the employee on leave does not

return, such positions shall then be posted, according to the provisions of this Agreement.

- B. **SUBSTITUTE EMPLOYEES:** Short-term vacancies caused by employees who are on vacations, ill, on personal leave, on jury duty, etc., shall be filled by Substitute Employees. Substitute Employees are not covered by the terms and conditions of this Agreement and may fill temporary vacancies for the duration of the employee's absence.
- C. **TEMPORARY EMPLOYEES:** During peak work periods the College may hire Temporary Employees. Temporary Employees are not covered by the terms and conditions of this Agreement.
- D. **PART-TIME EMPLOYEES:** A Part-time Employee shall be limited to a maximum of 1,000 hours within any one fiscal year (July - June) period. Part-time employees shall also be limited to less than twenty (20) hours on a weekly basis. Part-time Employees are not covered by the terms and conditions of this Agreement
- E. **GRANT AND EXPERIMENTAL PROGRAM EMPLOYEES:** Personnel employed in positions created under grants or experimental programs shall not be covered by the terms and conditions of this Agreement. Said employees shall have no employment continuation rights beyond the life of the grant, experimental program, or project. Except that a member of the unit promoted to a grant or experimental program position shall have his/her bargaining unit position held for him/her for a period of up to one (1) calendar year. These bargaining unit employees shall retain all benefits under the terms of this Agreement for a period of one (1) calendar year. At the conclusion of one (1) calendar year, the bargaining unit member shall return to his/her former position or forfeit all employment rights under the terms of this Agreement.  
  
A interim employee may be hired to fill the vacated position until the member of this unit returns to the vacated position.
- F. In no case will Temporary Employees be used to circumvent the hiring of regular employees.
- G. Interim, Temporary, or Substitute employees will not be worked overtime when regular employees are available and ready for work.

- H. Members of the bargaining unit will be given the opportunity to accept overtime work declined by unit members in other departments if they are available and qualified. The Union will provide the employer with a list of bargaining unit members interested in such overtime work on a quarterly basis.

**6.30 ASSIGNMENT TO NON-BARGAINING UNIT POSITIONS**

All such assignments shall be on a voluntary basis by members of the Union if such assignment is for more than one (1) day.

**ARTICLE 7.00**

**7.10 NEW CLASSIFICATION AND RATES**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate.

The Union shall have three (3) working days in which to review the new classification, rate and requirements before the position is posted. If the Union does not agree to the rate or classification it shall be subject to the grievance procedure.

**7.20 JOB DESCRIPTIONS**

Position descriptions developed by College management shall serve as guidelines and be in effect until such time as College management develops new Job Descriptions. This shall not restrict the ability of College management to create new positions or make classification changes or job assignments within the bargaining unit, except as prohibited by and/or subject to the conditions of this Agreement.

The College will share with the Union President a copy of all new or reclassified bargaining unit jobs prior to posting. If the Union wishes to respond, it must do so in writing within three (3) working days of notice.

**7.30 RECLASSIFICATION ADJUSTMENT**

A member of the unit who is reclassified (not as a result of the 1987 Job Evaluation Study) shall receive an adjustment of forty (\$0.40) cents per hour per grade level the first year of the contract, forty-five (\$.45) cents per hour per grade level the second year of the contract, and fifty cents (\$.50) cents per hour per grade level the third year of the contract, or be placed at the minimum of the new grade level, whichever is

higher. In no case shall an employee's hourly base salary amount exceed the maximum of his/her classification range.

## **ARTICLE 8.00**

### **8.10 VETERANS**

The Board will abide by the applicable laws and regulations concerning Veterans.

## **ARTICLE 9.00**

### **9.05 PROGRESSIVE DISCIPLINE**

Progressive Discipline, for purpose of this Agreement, shall be defined as: Disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of an oral reprimand and a written reprimand prior to termination.

Termination shall occur only for similar or like repeated offenses of a minor nature or for a major violation of College rules or regulations.

### **9.10 DISCHARGE AND SUSPENSION**

At the request of the employee, an Area Representative may be present at discipline (reprimand), suspension and/or discharge proceedings for bargaining unit employees.

#### **Notice of Discharge or Suspension**

The Employer agrees, promptly upon the Discharge or Suspension of an employee to notify, in writing, the employee and his/her Area Representative of the Discharge or Suspension. Said written notice shall contain the specific reasons for the Discharge or Suspension.

The Discharged or Suspended employee will be allowed to discuss his/her Discharge or Suspension with his/her Area Representative and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer.

Upon request of the employee or the Area Representative, the Board or a designated representative of the Board will discuss the discipline, Suspension or Discharge with the employee and the Area Representative.



**9.11 APPEAL OF DISCHARGE**

Should the discharged employee or the Area Representative consider the discharge to be improper, a complaint shall be presented, in writing, through the Area Representative to the Associate Vice President for Human Resources with a copy going to the President of the College within two (2) regularly scheduled working days of the discharge. The Associate Vice President for Human Resources, or his/her designated representative, will review the discharge and give his/her answer in writing three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union the matter shall be referred to the final step of the grievance procedure.

**9.12 USE OF PAST RECORD**

In imposing any discipline on a current charge, the Board will not take into account any prior minor infractions which occurred more than one (1) year previously, nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire.

**ARTICLE 10.00**

**10.10 WORKING HOURS, SHIFT PREFERENCE AND SHIFT PREMIUM**

**A. Working Hours**

The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

A shift shall be considered a regular shift if it is of duration of at least seven (7) calendar days.

**B. Shift Preference**

When the opportunity for a shift change occurs the senior qualified employee in the department/unit shall be considered before any shift change is made.

C. **Shift Premium**

All regular second shift employees shall receive twenty cents (\$.20) above their base rate. All regular third shift employees shall receive twenty-five cents (\$.25) above their base rate.

**10.20 WORK DAY, WORK WEEK, WORK YEAR**

- A. **WORK DAY/LUNCH**: The normal work day for regular full-time employees shall be eight (8) hours excluding a sixty (60) minute non-paid lunch period. Employees may take a thirty (30) minute lunch period if this is mutually acceptable to the employee's immediate supervisor and approved by the Office of Human Resource Management.
- B. **WORK WEEK**: The normal work week for regular full-time employees shall consist of five (5) consecutive work days, Monday through Saturday, and shall normally be of forty (40) hours duration. This section shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week.
- C. **WORK YEAR/CHILDREN'S CENTER**: The work year for the Children's Center employees shall approximately coincide with the academic calendar and shall be 194 working days.
- D. **BREAK/REST PERIOD**: Employees may take a fifteen (15) minute break for every four (4) hours of work. The work break may be scheduled by the supervisor.
- E. **EMERGENCY CLOSING**: The members of the bargaining unit shall suffer no loss of base pay in the event the College is closed due to an "emergency closing" or delayed opening". "Emergency Closing" shall be defined as those instances when it has been determined by the college that there is a direct threat to the health, safety and well-being of employees and the college has been closed. An "emergency closing" differs from a "delayed opening" or the "cancellation of classes."
- F. **ACCRUAL**: The work day, for purposes of leave accrual and/or usage, shall be defined as eight (8) clock hours.

### 10.30 OVERTIME

If an employee is requested to work Overtime the overtime pay shall be at the rate of time and one-half times the employee's regular hourly rate, excluding all forms of premium pay. Bargaining unit employees may be scheduled to work overtime based on area needs and priorities under the following conditions:

- Only after the voluntary process is exhausted.
- Equalization among those who are mandated; lowest to highest.
- Limit required overtime for each person to six (6) hours per week during peak period.
- Given reasonable notification. (Two (2) days notice, except emergencies)

A. **Time and One-Half** - Time and One-Half shall be paid as follows:

1. For all hours over eight (8) in one day.
2. For hours in excess of forty (40) per work week.
3. When the College is closed due to an emergency closing or delayed opening if the employee is required to work.
4. Under no condition will members of the bargaining unit receive compensatory time off for overtime hours worked.

B. **Double Time** - Double Time shall be paid as follows:

1. For all hours worked on Sunday.
2. For all hours worked on holidays as defined in this Agreement in addition to holiday pay.

Overtime shall not be pyramided, compounded, or paid twice for the same hours worked.

C. **Recall Overtime Pay** - Any employee recalled for overtime duty shall be guaranteed at least four (4) hours of pay at the rate of time and one-half provided that there has been a lapse time of at least one (1) hour between the employee's assigned shift and the overtime assignment. The terms of this section shall not apply when the overtime is continuous with the beginning or ending of a work shift.

Overtime hours shall be divided as equally as possible among employees in the same department/unit.

#### **10.40 REPORTING SYSTEM**

Each employee of the Clerical Chapter shall record the time of arrival at work and time of departure from work. The record shall be verified by the employee's immediate supervisor.

Procedures for reporting shall be established by the College and become part of the Washtenaw Community College Management Manual.

### **ARTICLE 11.00**

#### **11.10 HOLIDAYS**

A. **TWELVE-MONTH EMPLOYEES**: Paid Holidays for twelve (12) month full-time employees are designated as follows:

- Martin Luther King Birthday
- Floating Holiday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day as determined by management
- Two (2) additional days during the Christmas Season as determined by management.
- Day before New Year's Day
- New Year's Day
- Employee's Birthday
- Four (4) hours on State and National Election days, excluding Primaries (the four (4) hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours)

B. **194-DAY EMPLOYEES**: Paid Holidays for 194 day full-time employees are designated as follows:

- Martin Luther King Birthday
- Memorial Day or Fourth of July (whichever day falls within the base contract period)
- Floating Holiday
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Four (4) hours on State and National Election days, including Primaries (the four (4) hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours)

D. **FLOATING HOLIDAY**: Floating holidays shall be mutually scheduled by the supervisor and employee based on departmental needs and priorities.

E. **BIRTHDAY HOLIDAY**: When an employee's birthday falls on an employee's paid Holiday, the supervisor and the employee shall mutually select a paid Holiday to be scheduled within the subsequent twenty (20) working days following the birthday.

If the supervisor and the employee mutually agree to schedule the employee's birthday Holiday at a time other than the employee's birthday, the Holiday shall be scheduled within twenty (20) days subsequent to the employee's birthday.

F. **CHRISTMAS HOLIDAYS**: Management shall determine whether the College is closed for the Holiday on the day before or the day after Christmas, as well as the day on which the additional day during the Christmas season will be observed. Employees shall be notified in advance of the designated days.

G. **HOLIDAY OBSERVANCE**: Holidays shall be observed in accordance with the dates designated by the College.

Any designated Holiday that falls on Saturday, Friday shall be considered as the Holiday. Should a Holiday fall on Sunday, Monday shall be considered as the Holiday.

#### **11.20 VACATION LEAVE**

- A. Full-time twelve (12) month employees will earn credit toward vacation with pay in accord with the following schedule:

1 - 2 years	- 12 days per fiscal year
3 - 5 years	- 15 days per fiscal year
6 - 14 years	- 19 days per fiscal year
15 years and over	- 20 days per fiscal year

Employees who are scheduled to work less than the twelve (12) months do not earn credit toward vacation pay.

- B. Vacation time shall be accumulated and determined annually and recorded as of June 30 by the Office of Human Resource Management and shall be used by the employee within the twelve (12) month period immediately following the June 30 determination. An employee may carry over as much as five (5) work days provided that notice is given to the Office of Human Resource Management by May 1.
- C. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.
- D. If an employee is laid off, retires, or terminates his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.
- E. If a regular payday falls during an employee's vacation, he/she will receive that check in advance before going on vacation provided he/she makes a written request to the Business Office at least one (1) full pay period in advance of departure.

#### **11.22 VACATION PERIOD**

- A. Vacation days will be granted at such times during the year as are suitable, considering both the wishes of the employee and the efficient operation of the department concerned as interpreted by the immediate supervisor.

- B. When holidays are observed by the Board during a scheduled vacation, the vacation will be extended for that period of time continuous with the vacation.
- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the Board will require a certificate from the attending physician to change his/her vacation days to sick days. His/Her unused vacation days will be rescheduled as provided in (A) above. In the event his/her incapacity continues through the year, he/she will be awarded the remaining days in the following school year.
- E. In scheduling vacations, preference shall be given to the senior employee in an area.

**ARTICLE 12.00**

**Flexible Benefits Plan:** The insurance and benefits listed below (12.10 Life Insurance; 12.20 Health Insurance; 12.25 Dental Insurance; 12.30 Long Term Disability Insurance; and 12.35 Employee Reimbursement) shall be incorporated in the flexible benefits plan menu outlined below.

**12.10 LIFE INSURANCE COVERAGE**

**OPTION      PLAN DESCRIPTION**

I            The Board of Trustees will provide term life insurance for each employee. The insurance shall become effective one (1) month after employment begins and terminate at retirement or other termination of employment. Amount of insurance is as follows:

<u>SALARY</u>	<u>INSURANCE</u>
Less than \$ 5,000	\$ 5,000
\$ 5,000 - \$ 7,000	\$ 7,000
\$ 7,000 - \$ 9,000	\$ 9,000
\$ 9,000 - \$ 11,000	\$ 11,000
\$ 11,000 - \$ 13,000	\$ 13,000
\$ 13,000 - \$ 15,000	\$ 15,000
\$ 15,000 - \$ 17,000	\$ 17,000
\$ 17,000 or more	\$ 19,000

Each employee shall have the option to buy at his/her expense additional life insurance of value as stated in the schedule at the cost of such additional insurance to the College. The effect of this option is to double the amount of life insurance. All employee contributions will be applied to pay cost of term insurance and to purchase units of paid-up life insurance, which may be retained or cashed in at retirement or other termination of employment.

At age 65 the value of life insurance will be reduced as provided by the terms of the insurance policy.

- II Option Up life insurance with rebate dollars or employee contribution to 2x or 3x base salary coverage for life insurance coverage.

## **12.20 HEALTH INSURANCE**

### **OPTION      PLAN DESCRIPTION**

- I The Board of Trustees will provide Health Insurance for each full-time, forty (40) hours per week employee and eligible members of his/her immediate family equivalent to Blue Cross/Blue Shield MVF 2. The Union shall be consulted prior to selection of carrier.

Plan recipients shall be required to pay an annual \$100.00 deductible for individuals or an annual \$200.00 deductible for full family coverage under the master medical plan. Co-payment shall be 80/20 under the master medical plan. Second opinions shall be required on all surgical procedures in accord with the carrier's requirements.

At age 70, the employee is required to enroll in Medicare in order to qualify for a plan equivalent to Blue Cross 65, which the Board will provide during the period of continued employment.

- II Health Insurance equivalent to Option I plus Vision Rider.
- III Health Insurance equivalent to Option I with a comprehensive deductible of \$500.00/\$1,000.00 \$250.00/\$500.00 (single subscriber/full family). Employee entitled to \$300.00 rebate.



- IV Health Insurance equivalent to Option I with a comprehensive deductible of \$1,000.00/\$2,000.00 \$500.00/\$1000.00 (single subscriber/full family). Employee entitled to \$500.00 rebate.
- V HMO Insurance (McAuley Plan or M-Care Plan) In the event that monthly premiums for HMO plans are greater than those for the basic Blue Cross/Blue Shield Plan, the employee shall be responsible for payment of one half (1/2) the difference in monthly premium costs. Payments shall be made through bi-weekly payroll deduction.
- VI Option Out of coverage provided that proof of coverage provided by spouse or some other means. Employee is entitled to \$1,500.00 rebate.

**12.25 DENTAL INSURANCE COVERAGE OPTIONS**

**OPTION PLAN DESCRIPTION**

- I The Board of Trustees will provide Dental Insurance equivalent to MESSA plan E, with orthodontic rider 07 for all members of the bargaining unit and their eligible dependents.
- II Dental Insurance equivalent to Option I with 50-50-50-50 co-pay option. Employee entitled to \$75.00 cash rebate.
- III Option out of coverage. Employee entitled to \$150.00 cash rebate.

**12.30 LONG TERM DISABILITY**

**OPTION PLAN DESCRIPTION**

- I The Board of Trustees shall provide each permanent employee with Long Term Disability insurance (L.T.D.) in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be \$3,000.00. The minimum monthly benefit shall be the greater of \$50.00 or 10% of the monthly benefit before deductions for other income benefits.

The insurance elimination period for employees shall be ninety (90) days. All sick leave benefits shall end when Long Term Disability benefits are applicable to the employee.

## **12.35 EMPLOYEE REIMBURSEMENT OPTIONS**

<b><u>OPTION</u></b>	<b><u>PLAN DESCRIPTION</u></b>
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- |    |  |
|----|--|
| I  | Employees may voluntarily elect to contribute to an employee reimbursement account and pay for dependent care expenses with pre-tax dollars under this plan. The maximum account amount is \$5,000.00 per subscriber per year.       |
| II | Employees may voluntarily elect to contribute to an employee reimbursement account and pay for unreimbursed medical expenses with pre-tax dollars under this plan. The maximum account amount is \$7,000.00 per subscriber per year. |

## **12.40 WORKER'S COMPENSATION**

Each employee shall be covered by the applicable Worker's Compensation laws. In the event an employee is placed on Worker's Compensation, the Board agrees to continue the payment of the employee's regular base pay after the seventh (7th) day of disability until such time that the insurance underwriter issues checks directly to the employee. The Board further agrees that an employee being eligible for Worker's Compensation will receive fringe benefits for a period up to ninety (90) days.

The Board agrees to hold open the employee's position or its equivalent for a period of one (1) year. If the employee is certified by the College's physician to return to active employment, the employee shall be allowed to return to his/her former position without prejudice. In any event there shall be no requirement to continue the employment of the employee if the employee is unable to return to work within one (1) year.

## **12.50 REQUEST FOR PAYROLL DEDUCTION**

Employees may, by executing as required the proper form as provided by the Board, have automatic payroll deduction for the following:

- Union Dues
- Government Savings Bonds
- Credit Union
- Group Life Insurance
- College Sponsored TSA'S
- TIAA/CREF
- Initiation Fee
- United Way
- WCC Foundation

**12.60 PART-TIME EMPLOYEES INSURANCE BENEFITS (12 MONTH BASE AND 194 WORK DAY BASE)**

Part-time employees who work twenty (20) or more hours but less than forty (40) hours per week, are entitled to Health Insurance and Dental Insurance coverage, provided the employee enrolls. The Board agrees to pay the proportionate ratio of the premium for the entire twelve (12) month period on the following scale:

-More than twenty (20) hours per week, but less than thirty (30) hours, one-half (1/2) of each monthly premium.

-Thirty (30) or more hours per week, but less than forty (40) hours, three-fourths (3/4) of each monthly premium.

The Employer will deduct the remaining necessary amount from the pay of the affected employee enrolling for such Insurance.

**ARTICLE 13.00**

**13.10 SICK LEAVE**

- A. All full-time employees covered by this Agreement shall accumulate one (1) day of Sick Leave per working month with unlimited accumulation.
- B. An employee while on Sick Leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as actual days worked. These benefits shall end when long term disability is applicable for the employee.

**13.15 SICK BANK**

- A. The Board shall establish a sick bank on the effective date of this Master Agreement and annually thereafter by applying the following formula. Days in the bank shall be computed by multiplying twenty-four (24) hours times the number of members of the bargaining unit as of the effective date of this Master Agreement. Sick bank days shall be accumulated during the life of this Master Agreement.

In the event that there is an increase or decrease in the membership of the unit, the sick bank days shall be adjusted proportionally.

- B. Upon application for sick bank days, qualifications for use of the sick bank shall be governed by the following:
1. Employee must be absent fifteen (15) consecutive working days and have exhausted all accumulated personal Sick Leave available for his/her use.
  2. Sick bank days shall begin after fifteen (15) consecutive working days of absence and the employee shall receive sick bank days for each working day until ninety (90) calendar days have elapsed and long term disability is applicable.
  3. An employee returning to active status following an illness or a medical/disability leave is not eligible to use vacation leave days for a period of time equal to the length of the absence up to a maximum of ninety (90)calendar days.
- C. A sick bank committee shall be established to administer the bank. The committee shall consist of two (2) members selected by the bargaining unit members and one (1) member appointed by the President. At such times as the sick bank committee awards time to an employee, such notification (stating total number of hours and the beginning and ending dates) shall be submitted to the Office of Human Resource Management and the Payroll Office.

### **13.20 PERSONAL BUSINESS DAYS**

- A. Up to twenty-four (24) hours of Personal Business Leave per contract year will be allowed each full-time clerical employee. Any one Personal Business Leave shall not exceed two (2) consecutive days.

Clerical employees requesting a Personal Business Leave must do so at least two (2) working days prior to the date of the leave. Unless authorized by the Office of Human Resource Management Personal Business Leave days shall not be granted during the first or last week of a semester, on days immediately preceding or following a holiday or a scheduled vacation leave. Emergency absences must be reported to the College as soon as possible after the emergency is known.

- B. Up to sixteen (16) hours of Personal Business Leave, within the 194 day period of employment, will be allowed each full-time 194 day employee for the same reasons and conditions as stated above in A.

### **13.30 FUNERAL LEAVE**

An employee shall be granted up to five (5) days for Funeral Leave for each occurrence for immediate family for the purposes of attending the funeral or making necessary arrangements. Immediate family shall be defined as: spouse, children, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, aunt, uncle.

### **13.40 JURY DUTY**

An employee who serves on Jury Duty or is subpoenaed as a witness in a court case will continue to receive his/her regular pay from the College. All pay received by the employee for Jury Duty will be turned over to the College, except the employee shall retain monies received from the Court for mileage.

### **13.50 LEAVE FOR UNION BUSINESS**

Members of the Union elected or selected to attend a function of the Union, such as conventions or educational conferences, may be allowed time off without loss of time or pay provided that the efficient operation of the affected College department is maintained. The Employer will provide up to a maximum of seven (7) days per year, accumulative up to a maximum of fourteen (14) days.

### **13.60 LEAVES OF ABSENCE**

Leaves of Absence shall be granted for the following reasons:

- Medical/Disability Leave
- Prolonged Illness in Immediate Family
- Public or Union Service Leave
- Special Leave of Absence

### **13.70 MEDICAL/DISABILITY LEAVE**

After an employee has used his/her accumulated sick days and allotted sick bank days, he/she may use their vacation days before application shall be made for a Medical/Disability Leave upon certification by a licensed medical doctor (in case of mental illness a licensed psychiatrist). The certification shall state that (1) the employee is unable to work, (2) reason therefore, and (3) anticipated period of disability. Disability Leaves due to physical or mental illness may be granted for periods up to 120 calendar days.

For employees who have worked for the College at least 1250 hours over the prior 12 month period, the first twelve (12) weeks of medical/disability leave shall be counted toward the employee's entitlement under the Family and Medical Leave Act of 1993. Such entitlement provides for the College to continue group health insurance coverage under the same terms offered to employees not on leave. The Family and Medical Leave Act entitlement shall be limited to 12 weeks within any 12 month period which shall be measured forward from the date that the employee's first Family Medical Leave begins.

Leave days to be used in the order specified herein, and no combination of days may exceed ninety (90) calendar days. The employee must be on approved Disability Leave the 91st day of his/her disability to continue his/her employment.

The Employer reserves the right to have the College physician verify the disability.

Disability Leaves granted by the College are without pay and without fringe benefits, except that hospitalization and life insurance will be continued by the Employer until the employee is eligible for long term disability. However, the employee may continue optional life insurance in effect by paying such premiums to the College.

Fifteen (15) days prior to the expiration of the Disability Leave and return to active status the employee will provide satisfactory evidence of fitness to perform from his/her physician. Should the employee not return to active status upon the expiration of his/her leave his/her employment with the College will terminate.

An employee who has completed five (5) years of continuous service with the College will have his/her position held open for him/her while on Disability Leave. Disability Leaves shall be granted without loss of seniority.

### **13.71 PROLONGED ILLNESS IN IMMEDIATE FAMILY**

- A. After an employee has used his/her accumulated sick days, application may be made for Prolonged Illness in Immediate Family Leave. Upon certification by a physician an Illness in Immediate Family Leave shall be granted for periods up to one (1) year. A physician's statement may be requested at each ninety (90) day interval and reviewed by the College. An employee's position will be held open for him/her while he/she is on Illness in Immediate Family Leave provided he/she has completed five (5) years of continuous service with the College, unless mutually agreed otherwise in writing. Illness in Immediate Family Leaves shall be granted without loss of seniority for a period of one (1) year

and may be extended for like cause. A terminal employee may be hired to fill the vacancy created.

- B. Should the employee desire to return to active employment status prior to the ending date of the leave he/she will submit notification to the Office of Human Resource Management fifteen (15) working days prior to return date.
- C. The employee may continue his/her life insurance and hospitalization coverage by paying the premium costs to the College during his/her leave period.

### **13.72 PUBLIC OR UNION SERVICE LEAVE**

A leave for the purpose of performing Public or Union Service shall be granted for periods up to two (2) years. An employee's position will be held open for him/her while he/she is on Union Service Leave for a period of two (2) years. Such leave shall be for a minimum of thirty (30) days. Public or Union Service Leaves shall be granted without loss of seniority. A terminal employee may be hired to fill the vacancy created by a leave of absence.

### **13.73 SPECIAL LEAVE OF ABSENCE**

Upon application from the employee to his/her supervisor, and approved by the President or his/her designee, a Special Leave of Absence shall be granted without pay and without fringe benefits for periods not to exceed four (4) calendar months in any one calendar year for the following purposes:

- attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the College
- urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, attending court as a witness and child care
- and for purposes other than those above that are deemed beneficial to the College

An employee while on Special Leave of Absence may continue his/her hospitalization and life insurance coverage by paying such premiums to the College.

Such leaves may be extended for like causes.

Special Leave of Absence shall be granted without loss of seniority. A terminal employee may be hired to fill the vacancy created by a Special Leave of Absence.

The College agrees to guarantee the employee's position if he/she has completed five (5) continuous years of service with the College.

#### **ARTICLE 14.00**

##### **14.10 SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the President of the Office Professional/Technical Union and the Associate Vice President for Human Resources or his/her designee upon request of either party. Such meetings shall include at least two (2) representatives of the Union. The members of the Union shall not lose time or pay for time spent in such conferences. The Union representatives may meet at a place designated by the administration on the College's property for at least one-half (1/2) hour immediately preceding the conference.

Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those included in the agenda.

Conferences shall be held on management time if requested by the Board. If requested by the Union, such conferences will be held outside the normal working hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

#### **ARTICLE 15.00**

##### **15.10 HEALTH AND SAFETY COMMITTEE**

One (1) member of the Union shall serve on the All-College Michigan Occupational Safety and Health Committee. The Committee will be convened during regular working hours and will meet monthly.

Training programs will be provided for members of the Union concerning health and safety on-the-job during regular working hours with no loss of pay.



### **15.20 UNION BULLETIN BOARDS**

The Board will provide a bulletin board in each building where members of the unit are normally assigned, which may be used by the Union for posting notices of the following types:

- A. Notices of recreational and social events
- B. Notices of elections
- C. Notices of results of elections
- D. Notices of meetings

### **15.30 MISCELLANEOUS**

- A. **Mileage** - Reimbursement for all authorized travel by private vehicle shall be the maximum established IRS standard for cents per mile of travel by a privately owned vehicle.
- B. **Position Openings**: Copy of all position openings on campus shall be posted on the Office of Human Resource Management bulletin board.
- C. **Interim Position Openings**: If an interim position becomes available during the time members of the unit are on layoff status, the College agrees to offer the position to the most senior qualified member. Employment under these conditions shall not affect the layoff status of the employee.
- D. The Employer will continue to provide a Clerical lounge equipped with furnishings of equal quality as presently exists.
- E. College equipment and supplies shall not be used for personal business.

### **15.40 CHILDREN'S CENTER STAFF**

- A. The Employer agrees to make reasonable effort to maintain a ratio of employees to children as required in Children's Centers licensing requirements (adults to children).
- B. Employees in the Children's Center may be granted paid release time for the purpose of program planning, room meetings, and parent conferences.

- C. The Employer agrees to provide work opportunities to Children's Center Employees, beyond 194 days, if employees are needed at the Children's Center. Employees will be offered such work opportunity on the basis of their seniority. All work performed by an employee shall entitle that employee to the rate of pay prescribed by the terms of this Agreement.

## ARTICLE 16.00

### 16.10 APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A	Pensions/Retirement
Appendix B	Classifications and Rates
Appendix C	Washtenaw Community College Tuition
Appendix D	Permanent Part-time Employees 194 Work Day Base. Permanent Part-time Employees Twelve (12) Month Base. Letter of Understanding.
Appendix E	Merit Increase Agreement

## ARTICLE 17.00

### 17.10 TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until May 31, 1997.

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

If either party desires to modify or change this Agreement it shall sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of

amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**17.11 NOTICE OF TERMINATION OR MODIFICATION**

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to MEA 2770 Carpenter Road, Suite 100, Ann Arbor, Michigan 48108, and if to the Board, addressed to Washtenaw Community College, Office of the President, P.O. Box D-1, Ann Arbor, Michigan 48106, or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 18.00**

**18.10 DURATION OF AGREEMENT**

This Agreement shall continue in effect for a period of one (1) year, commencing June 1, 1998, and ending May 31, 1999.

## **APPENDIX A**

### **PENSIONS - RETIREMENT**

#### **A-1.10 SOCIAL SECURITY**

All employees are included in the Old Age Survivors Insurance Program and are eligible for all benefits under the provisions of the Act for which they qualify by length of employment and age. The OASI tax and other deductions are withheld from wages or salary according to federal regulations (current rates to be stipulated).

#### **A-1.20 STATE RETIREMENT PROGRAM (M.P.S.E.R.S.)**

The State Retirement Program includes all employees of the College and is in addition to all Social Security benefits.

**APPENDIX B**

Grade Level	Classification		Classification		Classification	
	Wage Range 1994-1995		Wage Range 1995-1996		Wage Range 1996-1997	
	Min	Max	Min	Max	Min	Max
40	\$7.50	\$11.75	\$7.50	\$12.00	\$7.50	\$12.25
41	\$8.50	\$12.75	\$8.50	\$13.00	\$8.50	\$13.25
42	\$9.00	\$13.75	\$9.00	\$14.00	\$9.00	\$14.25
43	\$9.50	\$14.75	\$9.50	\$15.00	\$9.50	\$15.25
44	\$10.00	\$15.50	\$10.00	\$15.75	\$10.00	\$16.00
45	\$10.50	\$16.50	\$10.50	\$16.75	\$10.50	\$16.75
46	\$11.00	\$17.50	\$11.00	\$17.75	\$11.00	\$18.00

**Wage Increase 1997-98:** All members of the Unit employed on or before May 31, 1998 shall receive a wage increase of one dollar (\$1.00) added to their current base pay rate or be placed at the minimum of the reclassified grade wage range, whichever is greater.

**Wage Increase 1998-99:** All members of the Unit employed on or before June 1, 1998 shall receive a wage increase of fifty cents (\$.50) added to the base wage, effective June 1, 1998. All members of the Unit employed on or before December 1, 1998 shall receive a wage increase of fifty cents (\$.50) added to the base wage, effective December 1, 1998.

**New Employee Rate:** New employees shall be placed at the minimum rate of the appropriate wage range. Minimum rates will be increased by \$1.50 effective June 1, 1998, and an additional \$.50 effective December 1, 1998.

**Note:** The retroactive wage payments for 1997-98 and June 1, 1998, to date shall be paid in a lump sum as soon as possible after ratification by the parties, but not later than October 1, 1998.

## **LONGEVITY**

An employee must have completed the years of full-time continuous service at the College listed below prior to December 1 in order to be eligible for Longevity payments.

<b><u>Years Service</u></b>	<b><u>1994 through 1995</u></b>
5 Years	\$300
10 Years	\$425
15 Years	\$475
20 Years and over	\$500

<b><u>Years Service</u></b>	<b><u>Effective 1996</u></b>
5 Years	\$300
10 Years	\$425
15 Years	\$575
20 Years and over	\$700

## APPENDIX C

### WASHTENAW COMMUNITY COLLEGE TUITION

- A. Tuition grants shall be paid by the College for full-time employees, their spouses and their dependent children who attend Washtenaw Community College.
- B. Employees may attend classes either prior to or after the individual's work shift. Also, an employee may attend a class for one (1) hour during his/her regularly scheduled lunch hour.

## APPENDIX D

### **A. PERMANENT PART-TIME EMPLOYEES 194 WORK DAY BASE**

Permanent Part-Time Employees who work twenty (20) or more hours per week on 194 work day base per academic year, will be covered by this Agreement according to the following specific provisions:

1. These employees will be covered by Section 2.00 and will be required to become dues paying members of the Union.
2. Wages shall be established at the time of negotiations.
3. These employees will accrue sick days and personal business days on a prorata basis according to the schedule of hours worked per week.
4. These employees will be granted holidays as specified in this Agreement on a prorata basis according to the number of hours normally worked on that day.
5. A separate seniority list shall be established for these employees for purposes of layoff, recall, promotion, and transfer. This seniority list will also be used as the basis for offering additional days of employment, if deemed necessary by the College. Should a part-time employee become a full-time employee through promotion or transfer, full-time seniority will rank from the date he/she became a full-time employee.
6. These employees will not be hired or utilized to circumvent the hiring of full-time employees.
7. The College will provide Life Insurance and Long Term Disability for these employees according to the base compensation.
8. Eligible employees shall receive one-half (1/2) the longevity payment as stipulated in Appendix B.



B. **PERMANENT PART-TIME EMPLOYEES TWELVE (12) MONTH BASE**

Permanent Part-Time Employees who work twenty (20) or more hours per week for twelve (12) months will be covered by this Agreement according to the following specific provisions:

1. These employees will be covered by Section 2.00 and will be required to become dues paying members of the Union.
2. Wages shall be established at the time of negotiations.
3. These employees will accrue vacation days, sick days and personal business days on a prorata basis according to the schedule of hours worked per week.
4. These employees will be granted holidays as specified in the Contract, but on a prorata basis according to the number of hours normally worked on that day.
5. A separate seniority list shall be established for these employees for purposes of layoff, recall, promotion, and transfer. Should a part-time employee become a full-time employee through promotion or transfer, full-time seniority will rank from the date he/she became a full-time employee.
6. These employees will not be hired or utilized to circumvent the hiring of full-time employees.
7. The College will provide Life Insurance and Long Term Disability for these employees according to the base compensation.
8. Eligible employees shall receive one-half (1/2) the longevity payment as stipulated in Appendix B.

**LETTER OF UNDERSTANDING**

**Between the**

**WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES**

**And the**

**WASHTENAW COMMUNITY COLLEGE CLERICAL UNION**

The employer agrees that all employees who were not excluded by way of M.E.R.C. certification will be scheduled to work twenty (20) or more hours per week. Management shall endeavor to maintain in the bargaining unit the same number of Children's Center positions as were in force at the time of the M.E.R.C. election. There will be no erosion of the existing bargaining unit by the hiring of less than twenty (20) hours per week employees.

\_\_\_\_\_/s/\_\_\_\_\_  
Washtenaw Community College  
Clerical Union

\_\_\_\_\_/s/\_\_\_\_\_  
Washtenaw Community College

Date: November 3, 1976

## APPENDIX E

### MERIT INCREASE AGREEMENT

The Board of Trustees of Washtenaw Community College, hereinafter referred to as the "Board" and the Washtenaw Community College Clerical Union, hereinafter referred to as the "Union," enter into the following Agreement concerning merit increases:

1. This Agreement embodies the plan for making merit increases and procedures which shall govern the making of merit increases in all classifications and jobs within the unit carrying spread rates. It does not apply to increases which are the result of reclassifications or negotiated general increases.
2. Increases between the minimum and maximum rate for any job or classification shall be based upon negotiated general increases and merit. In no case shall an employee's hourly base rate amount exceed the maximum of his/her classification range.
3. Merit increases shall be awarded in the sum of thirty-five cents (\$.35) per hour and times the annual hours worked. Merit shall be paid in a lump sum within thirty (30) days after July 1 of each year. Merit pay shall not be added to the base pay of the employee.
4. No employee shall receive a merit increase before the expiration of at least one calendar year from the date of his/her last preceding merit increase.
5. Approved merit increases shall become effective July 1 of the year in which they were approved.
6. Merit increases will be considered upon recommendation by the employee's immediate supervisor on a form to be provided for such purpose. Only those employees who meet all the following requirements shall be considered eligible for a merit increase:
  - a. Satisfactory completion of courses or seminars, previously approved by the Office of Human Resource Management, which enhance the employee's value to their department and the College. The courses or seminars shall be equivalent to forty-five (45) contact hours of instruction. (Courses or seminars completed prior to January 1, 1981, will not be eligible for consideration).


- b. Use of four (4) or less sick days with no pay docks for insufficient time during the fiscal year in which the request for a merit increase is made.
  - c. Receive overall performance rating of outstanding on the Employee Performance Review for the fiscal year in which the request for a merit increase is made.
7. The immediate supervisor shall submit the Request for Merit Increase Form to the Office of Human Resource Management for review and approval. Copies of the approved Merit Increase Form shall be sent to the employee, the immediate supervisor, and the President of the Clerical Union.

This Agreement shall become effective June 1, 1998.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of September 30, 1998.


**MICHIGAN EDUCATION ASSOCIATION**

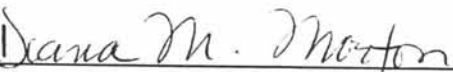
**WASHTENAW COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

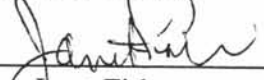
  
\_\_\_\_\_  
Mary Quick  
President


  
\_\_\_\_\_  
R. Griffith McDonald  
Chair

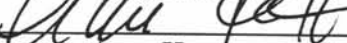
Washtenaw Community College  
Office Professional/Technical Union

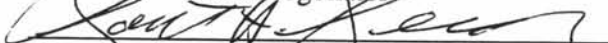
  
\_\_\_\_\_  
Mark Jenkins  
Uniserv Director


  
\_\_\_\_\_  
Diana McKnight-Morton  
Secretary

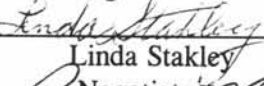
  
\_\_\_\_\_  
Janet Fish  
Negotiator


  
\_\_\_\_\_  
Sarah J. Stitt  
Chief Negotiator


  
\_\_\_\_\_  
Anne Herr  
Negotiator


  
\_\_\_\_\_  
Robert A. Reeves  
Associate Vice President for Human Resources

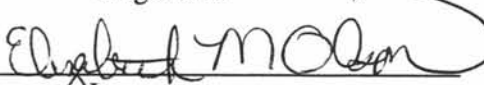
  
\_\_\_\_\_  
Betty Farneth  
Negotiator

  
\_\_\_\_\_  
Linda Stakley  
Negotiator

  
\_\_\_\_\_  
Pam McClure  
Negotiator

  
\_\_\_\_\_  
Karen Salenbien  
Negotiator

  
\_\_\_\_\_  
Mary Boivin  
Negotiator

  
\_\_\_\_\_  
Elizabeth M. Olson  
Negotiator

# CONTINUING MEMBERSHIP APPLICATION

- Local-MEA-NEA Membership
- Michigan NEA-R Membership



MICHIGAN EDUCATION ASSOCIATION • P.O. Box 2573, East Lansing, Michigan 48826-2573  
800/292-1934 • 517/332-6551

PLEASE TYPE OR PRINT FIRMLY WITH A BALL POINT PEN.

SOCIAL SECURITY NUMBER	TITLE	NAME	GENDER	BIRTHDATE
	<input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR.		<input type="checkbox"/> M <input type="checkbox"/> F	/ /

ADDRESS — STREET	CITY	COUNTY	STATE	ZIP CODE

NAME OF LOCAL ASSOCIATION	ENROLLMENT DATE	E-MAIL ADDRESS
	<input type="checkbox"/> (MONTH) <input type="checkbox"/> (YEAR)	

SCHOOL DISTRICT OF EMPLOYMENT	BUILDING/DEPARTMENT	HOME PHONE NUMBER	WORK PHONE NUMBER
		( )	( )

SCHOOL DISTRICT OF RESIDENCE

VOLUNTARY MICHIGAN NEA-RETIRED LIFETIME MEMBERSHIP (MEA/NEA-R MEMBERSHIP IS OPTIONAL)

LIFETIME DUES \$150      SELECT ONE OF THE FOLLOWING PAYMENT OPTIONS:

1 YR. @ \$150     
  2 YRS. @ \$75     
  3 YRS. @ \$50

MEA MEMBERSHIP CODE — CIRCLE APPROPRIATE CODE	ESP	OTHER MEMBERSHIP	PRESENT POSITION CIRCLE APPROPRIATE POSITION	TEACHING LEVEL IF APPLICABLE, CIRCLE APPROPRIATE CODE	ETHNIC GROUP CODE CIRCLE APPROPRIATE CODE
51 FULL TIME	55 30.1+ HOURS PER WEEK	05 LIFE PAID	TEACHER	K KINDERGARTEN	ETHNIC MINORITY INFORMATION IS OPTIONAL AND FAILURE TO PROVIDE IT WILL IN NO WAY AFFECT YOUR MEMBERSHIP STATUS, RIGHTS, OR BENEFITS IN NEA, MEA OR ANY OF THEIR AFFILIATES. THIS INFORMATION WILL BE KEPT CONFIDENTIAL.
52 75%	56 20.1-30.0 HOURS PER WEEK	07 MINORITY UNIT	COUNSELOR	EL ELEMENTARY	
53 50%	57 10.1-20.0 HOURS PER WEEK	09 ORGANIZING	INSTRUCTOR	S SECONDARY	
54 25%	58 .1-10.0 HOURS PER WEEK	19 ASSOCIATE	PROFESSIONAL	2C 2-YEAR COLLEGE	
78 LEAVE/LAYOFF	79 LEAVE/LAYOFF	22 STUDENT	TRANSPORTATION	4C 4-YEAR COLLEGE	
10 NON-UNIT SUBSTITUTE		23 GENERAL	AIDE	A ADULT EDUCATION	
12 BARGAINING UNIT SUBSTITUTE			PARAPROFESSIONAL	O OTHER (SPECIFY)	
			MAINTENANCE		
			CLERICAL		
			CUSTODIAN		
			CAFETERIA		
			OTHER (SPECIFY)		

PLEASE CHECK ONE (1) BELOW:

- Cash Payment — Membership is continued unless I reverse this authorization in writing between August 1 and August 31 of any year.
- Payroll Deduction — I authorize my employer to deduct Local, MEA and NEA dues, assessments and contributions as may be determined from time to time, unless I revoke this authorization in writing between August 1 and August 31 of any year. I also authorize my employer to deduct Michigan NEA-R dues, if so indicated above, from my wages.

**SIGNATURE**

**DATE**

**Sample**

Grievance no. \_\_\_\_\_

**Grievance form**

Name of grievant: \_\_\_\_\_ Date filed: \_\_\_\_\_

Work location: \_\_\_\_\_ Classification/assignment: \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

Nature of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract article(s) or practice(s) violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of grievant \_\_\_\_\_ Date \_\_\_\_\_

**Informal Level**

Date discussed with supervisor: \_\_\_\_\_

Result of discussion: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Formal Level I**

Date received by supervisor: \_\_\_\_\_

Disposition by supervisor: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Formal Level II**

Date received by superintendent or designee: \_\_\_\_\_

Disposition by superintendent or designee: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Formal Level III**

Date submitted to arbitration: \_\_\_\_\_

Disposition by arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of arbitrator \_\_\_\_\_ Date \_\_\_\_\_

**Distribution of copies:**

- Local president
- Grievance committee chairperson
- Grievant
- MEA Uniserv staff representative
- Supervisor
- Personnel

# Fact Sheet

Name of MEA member: \_\_\_\_\_ Date \_\_\_\_\_

Work location: \_\_\_\_\_

Classification/assignment: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Date problem occurred: \_\_\_\_\_

Location: \_\_\_\_\_

(Use back of this sheet if necessary to record additional information/comments.)

Nature of problem: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) and titles of party(ies) involved, including witnesses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract article(s) or practice(s) violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resolution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Representative: \_\_\_\_\_



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June 1, 1994  
Rundate: 11/24/98 11:13:46 AM

## WASHTENAW COMMUNITY COLLEGE

### EEO/Title IX/Section 504 Statement

Washtenaw Community College does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, height, weight, marital status, or veteran status in provision of its educational opportunities or employment opportunities and benefits.

WCC does not discriminate on the basis of sex or disability in the educational programs and activities which it operates, pursuant to the requirements of Title IX of the Education Amendments of 1972, Public Act 453, Section 504 of the Rehabilitation Act of 1973, and Public Act 220 respectively. This policy extends to both employment by and admission to the College.

Inquiries concerning Title IX and Section 504 should be directed to the Office of the Dean of Student Services, Student Center Building, Washtenaw Community College, Ann Arbor, MI. 48106, Phone: (313) 973-3536. Charges of violation of the above policy also should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Student Center Building, Phone: (313) 973-3497.

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June 1, 1994

Rundate: 11/24/98 11:13:46 AM

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document also highlights the need for regular reconciliation of bank statements and the company's records to identify any discrepancies early on.

In the second part, the author provides a detailed breakdown of the accounting cycle. It starts with identifying the accounting period and ends with the preparation of financial statements. Each step is explained in detail, including the use of journal entries and T-accounts to record and summarize transactions. The document also discusses the importance of adjusting entries to ensure that the financial statements reflect the true financial position of the company at the end of the period.

The third part of the document focuses on the preparation of the financial statements. It covers the balance sheet, income statement, and statement of cash flows. Each statement is explained in detail, including the components that make up each one and how they are calculated. The document also discusses the importance of providing clear and concise explanations for each item on the statements, as well as the need for transparency and accuracy in the reporting process.

Finally, the document concludes with a discussion of the role of the accountant in the business. It emphasizes that the accountant is not just a number cruncher but also a key player in the decision-making process. By providing accurate and timely financial information, the accountant helps the business owner make informed decisions about the future of the company. The document also discusses the importance of staying up-to-date on changes in accounting standards and regulations to ensure compliance and accuracy in the reporting process.

