

6/30/2000

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AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE
OF THE STATE OF MICHIGAN

AND

THE CLERICAL TECHNICAL UNION
AT LANSING COMMUNITY COLLEGE

FEBRUARY 18, 1997 - JUNE 30, 2000

Lansing Community College

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LANSING COMMUNITY COLLEGE

CLERICAL TECHNICAL UNION

AGREEMENT

DESIGNATION OF PARTIES

This Agreement is entered into this 30th day of January, 1997, by and between the Board of Trustees of Lansing Community College of the State of Michigan, hereinafter designated as the "College", and the LCC Clerical-Technical Union, hereinafter designated as the "Union".

PREAMBLE

WHEREAS, the College has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Union as the exclusive representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and

WHEREAS, the parties have agreed to this collective bargaining agreement, which, as fully bargained, settles, and contains all matters with respect to wages, benefits, hours, and other terms and conditions of employment for the term of this Agreement, the following provisions represent the understandings reached by the parties:

ARTICLE I. RECOGNITION

The College recognizes the Union as the exclusive representative of all regular, part-time clerical/technical employees; EXCLUDING employees with assignments funded by an outside source, periodic or seasonal employees [those who are regularly scheduled to work less than ten (10) hours per week and less than thirty-two (32) weeks per year], Police and Public Safety Officers, confidential employees, employees who work within the Divisional Offices, employees who work within the Executive Offices (except for those Executive Office employees who the College has agreed with the Union to include), and all other employees.

ARTICLE II. COLLEGE RIGHTS

The Union recognizes that the College, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all rights, powers, and authority

conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

It is further recognized that, subject only to clear and express restrictions, if any, as are provided in this Agreement, all management rights, powers, functions, and authority shall remain vested exclusively in the College.

These management rights, powers, functions, and authority include but are not limited to:

- A. the administration and management of the College, the control of its properties, and the maintenance of an orderly, effective, and efficient operation of the College;
- B. the selection and direction of the work force including the right to determine the size and composition of the work force and the qualifications of employees and to hire, discipline, suspend, discharge, assign, transfer, promote, lay off, or relieve employees from duty because of lack of work or any other legitimate reason;
- C. the right to determine the number and location of facilities, the work to be performed and the standards to be met for performing that work, the amount of supervision necessary, and the schedule of work;
- D. the right to establish, eliminate, or change work classifications;
- E. the right to promulgate reasonable rules, policies, and regulations provided that the same are not inconsistent with the provisions of this Agreement; and
- F. the right to change or introduce new operations, methods, processes or means of operation, and the right to determine whether and to what extent work shall be performed by employees.

ARTICLE III. AGENCY SHOP AND DUES CHECK-OFF

A. Agency Shop

Effective July 1, 1996, any member of the bargaining unit who commenced his/her employment with the College on or after December 4, 1995, and who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, pay as a service fee to the Union an amount equal to the professional dues uniformly required of members of the Union. In the event that a bargaining unit member shall not pay such professional dues or the service fee directly to the Union, or authorized payment through payroll deductions as provided in paragraph B. below, the College may cause the

termination of employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge from employment, and that said service fee is herewith deemed to be the sums required to insure that non-members pay their fair share of the financial support of the Union and of the costs of obtaining and administering the benefits to be received hereunder.

B. Voluntary Check-off

Any member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of union dues in the Union in the amount established by the Union, or of the service fee as provided in paragraph A. above. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct one-tenth (1/10) or other designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

C. Involuntary Check-off

In the event a Union member does not pay the required Union dues or service fee directly to the Union or through payroll deduction, the Union President may authorize such payroll deduction for said member. The Union shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Union or an employee takes. The parties agree that the Union has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

D. The Union agrees to assume the legal defense of any suit or action brought against the College regarding this section of the Agreement at its own expense. The Union further agrees to indemnify the College for any costs or damages other than unemployment compensation which may be assessed against the College as the result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the College or its agents.
2. The Union has the right to choose the legal counsel to defend any such suit or action.
3. The Union shall have the right to compromise or settle any claim made against the College under this section.

- E. With respect to all sums deducted by the College pursuant to authorization of the employee, whether for professional dues or service fee, the College agrees promptly to disburse said sums to the Union.

ARTICLE IV. GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.
2. An "aggrieved employee" is the employee(s) who is directly affected and therefore will make the allegation. The Union is the aggrieved when Union rights have allegedly been violated. Union grievances will commence in writing at Level III.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible.
2. Nothing contained herein will be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Union, provided the adjustment is consistent with the terms of this Agreement.

C. Supplemental Conditions

1. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum.
2. If appropriate action is not taken by the employee or the Union within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level.
3. The time limits specified may be extended by mutual agreement.
4. The grievant shall, at the request of the College or the Union, be present at all grievance meetings and hearings.

5. Either party may, at all levels of the grievance procedure, have the right to internal representation.
6. A supply of grievance forms shall be on file with the Executive Director of Human Resources and Union.
7. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

D. Procedure

1. Level One. (Grievances can be settled at Level One without setting a precedent in future cases).
 - a. The employee shall discuss the complaint with his/her immediate supervisor and/or departmental chairperson within fifteen (15) working days of the event giving rise to the grievance in an attempt to resolve the matter informally. The supervisor and/or chairperson shall render an oral decision within five (5) working days of this discussion. If the aggrieved employee is not satisfied with the oral decision, he/she shall formally file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor and/or chairperson within fifteen (15) working days of the event giving rise to the grievance.
 - b. Within five (5) working days of the filing date, the immediate supervisor and/or chairperson will meet with the aggrieved employee in an attempt to resolve the complaint. A written answer shall be given within ten (10) working days after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the grievant and those persons indicated on the grievance form.
2. Level Two
 - a. If the aggrieved is not satisfied with the Level One answer, or if no decision has been rendered in the time specified, a letter shall be sent within five (5) working days thereafter by the grievant to his/her Divisional Dean, stating his/her desire to pursue the issue at Level Two. At this level, the grievance or letter must be signed by both the aggrieved and the Union.
 - b. Within five (5) working days of receipt of the grievance at Level Two, the aggrieved employee or the Union representative will arrange to meet with the Dean or his/her designee to discuss the issues. The parties will meet within five (5) working days and a written answer will be given

within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be sent within five (5) days thereafter by the aggrieved to the Executive Director of Human Resources, stating the desire to pursue the issue at Level Three. At this level, the grievance or letter must be signed by both the aggrieved and the Union.
- b. Within five (5) days of receipt of such grievance at Level Three, the aggrieved employee or the Union representative will arrange to meet with the Executive Director of Human Resources or his/her designee to discuss the issues. The parties will meet within five (5) working days and a written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.
- c. Matters involving Union grievances will be discussed with the Executive Director of Human Resources or his/her designee within fifteen (15) working days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Union desires to pursue the matter further, it may then be reduced to writing.

Written Union grievances initiated at this level shall be filed within fifteen (15) working days following this informal meeting with the Director of Human Resources. The time limits for the scheduled hearing and the written response will be the same as those specified in Section D.3.b. above. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

- d. After the necessary steps specified in Section D., Procedure, have been completed, the resolution implemented shall be final and binding upon all parties, including the College, the Union, and the grievant(s).

E. Grievance Hearings

The College will attempt to schedule grievance hearings so as to minimize conflict with the employee's regularly assigned duties. Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

ARTICLE V. VACANCIES

- A. In all cases, the College reserves its right to determine when a position is established as a vacancy, when it may be eliminated, and when and if it will be filled through a posted vacancy notice.
- B. Whenever it is determined by the College that a regular position will be posted as a vacancy to be filled, the College will send a position vacancy notice to all departments. In addition, the College will send a supply of the position vacancy notice to the Union President. The notification will list basic requirements and job duties.
- C. Position vacancy notices shall be posted within the College for a minimum of three (3) working days prior to advertising the position externally.
- D. Employees who desire to be considered for a vacancy shall notify the department identified on the position vacancy notice, by means of a personal memorandum.
- E. The final decision in hiring a CTU employee rests with the designated department.

ARTICLE VI. EMPLOYEE BENEFITS

A. General Provisions

- 1. The benefit for eligible employees who opt to purchase health insurance shall be effective the first of the month following eligibility.
- 2. The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The College maintains the right to change insurance carriers and will provide a 30-day notice to employees.
- 3. All annual open enrollment periods will be so designated by the Human Resources Department.

B. Jury Duty

A member who has been employed by Lansing Community College for at least one (1) year and who is summoned and reports for jury duty shall receive the same pay s/he would have received if s/he had not been summoned for jury duty. All jury duty fees received (not including travel allowances or reimbursement for expenses) shall be turned over to the College.

The College's obligation to pay a member for jury duty is limited to a maximum of ten (10) days in any calendar year.

The provisions of this Article are not applicable to a member who, without being summoned, volunteers for jury duty.

C. Admission to Lansing Community College Courses

Employees are eligible to take two (2) classes per semester or the equivalent of eight (8) credits, whichever is greater, provided they are employed by the first week of that semester and remain employed for the duration of said semester. Subject to these limitations, employees will be granted tuition scholarships (excluding any fees associated with courses) for courses they desire, as long as these courses are taken outside of the member's regularly scheduled working hours. It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

D. Parking

1. The College will strive to provide parking at no cost for the surface lots. An annual parking fee shall be in effect for the College parking facility. The annual charge will be pro-rated for the parking facility.
2. The College may require parking cards, decals, or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
3. A fee of \$5.00 will be charged for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
4. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
5. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all employees who have access to the facility, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

E. Release Time

The President of the Union, Union officers, or designated representatives will be granted an aggregate total of forty-two (42) hours off with pay for each fiscal year of this Agreement for the purpose of conducting Union business. Prior to the expected absence, the Union President, officers, or designated representatives will strive to provide five (5) days notice to the respective immediate supervisor(s). The days may be used in smaller increments, but must be submitted to the College Human Resource Department in minimum increments of four hour blocks. The hours should be reported to the College Human Resources Department as soon as possible. Use of any time off under this paragraph will be subject to the approval of the immediate supervisor, but such approval will not be unreasonably withheld, plus one (1) hour per year for general membership meetings.

F. Other Benefits

The College reserves the right to implement changes relevant to Family Medical Act leaves and policies. The College agrees to discuss any said changes with the Union before implementation.

ARTICLE VII. PAID TIME OFF

A. General Provisions

1. Paid time off allowance shall be provided in lieu of annual leave, sick leave and vacation.
2. There will be no carryover or accumulation of any unused paid time off from one fiscal year to the next.
3. Employees who are laid off, terminated, or retired will not be paid for any unused time off.
4. Paid time off should be requested in advance, through the immediate supervisor, except in cases of illness or emergencies.
5. Anyone hired between July 1 and December 31 of any contract year shall be eligible for 100% of the allowable paid time off for that contract year. Anyone hired between January 1 and April 30 of any contract year shall be eligible for one-half of the allowable paid time off for that contract year. Anyone hired after May 1 will not be eligible to receive paid time off until July 1 of that calendar year.

B. Paid Time Off Allowance

For the purposes of this section, paid time off will be earned in the following manner:

Employees regularly scheduled to work less than 20 hours:

1st year of the contract = 5 hours
Starting with the 2nd year = 10 hours
Starting with the 3rd year = 15 hours
Starting with the 4th year = 20 hours

Employees regularly scheduled to work 20 hours or more:

1st year of the contract = 10 hours
Starting with the 2nd year = 20 hours
Starting with the 3rd year = 30 hours
Starting with the 4th year = 40 hours

On July 1st, each eligible employee will be credited with the appropriate paid time off allowance.

C. Hours of Work

Each employee shall be entitled to a paid fifteen (15) minute rest period for each four (4) consecutive hours worked in a workday.

Each employee shall be entitled to an unpaid, duty-free thirty (30) minute lunch period when assigned to work eight (8) or more consecutive hours in a workday.

ARTICLE VIII. COMPENSATION

A. Salary Adjustments

1. 1996-97

The percent of increase shall be 0% for the fiscal year 1996-97.

2. 1997-98

The percent of increase shall be 3% for the fiscal year 1997-98.

3. 1998-99 and 1999-2000

The percent increase for 1998-99 and 1999-2000 shall be negotiated as a wage reopener beginning April 1, 1998.

B. Hiring Range

New employees hired after June 1 will be eligible to receive a salary adjustment equal to 70% of the negotiated salary increase normally granted in July.

C. Base Rate Adjustments

Base rates will be adjusted by 70% of the negotiated increase for each respective year of the Agreement.

D. Minimum Starting Salary

The minimum starting salary shall be at the rate of \$8.00 per hour.

E. Market Equity Adjustment

Bargaining unit members hired as of July 1, 1996, shall receive a market equity adjustment pursuant to a Letter of Understanding.

ARTICLE IX. GENERAL PROVISIONS

A. Amendments to the Agreement

No provision of this Agreement shall be changed or altered unless such change or alteration is agreed to in writing between the College and the Union.

B. Savings Clause

If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the College and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

C. Waiver

The College and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union agree that for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

D. Special Conferences

At the request of either the Union or the College, special conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the grievance procedure, provided that mutually acceptable arrangements as to time and place can be made.

It is understood that special conferences shall not be for the purpose of continuing collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement, nor to change or alter the rights of either the College or the Union under the terms of this Agreement.

E. Use of College Rooms

College rooms may be used by the Union for Union business at no cost to the Union provided that:

1. The requested room is available.
2. Approval from the administration is secured in advance.
3. Meetings are scheduled within the regular shift hours of the custodial staff.

F. Use of College Equipment

The Union is authorized to use College equipment, including but not limited to: typewriters, word processors, xerographic machines, other duplicating equipment and calculating machines, subject to availability and prior approval. The Union shall pay for the reasonable cost of all materials and labor, including the cost of all

consumable supplies, incident to such use. Reasonable cost shall be determined by the Vice President for Administrative Services/Finance of the College.

ARTICLE X. DURATION

This Agreement shall commence February 18, 1997, and shall continue in full force and effect until midnight June 30, 2000 when it shall terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF TRUSTEES

FOR THE CTU

By: /Melvin M. Villarreal _____
Chairperson

By: /Gary H. Mejia _____
President

By: /Ronald A. Nichols _____
Secretary

By: /John J. Jerry, Jr. _____
Past President

LANSING COMMUNITY COLLEGE
CLERICAL TECHNICAL UNION
LETTER OF UNDERSTANDING
MARKET EQUITY ADJUSTMENTS

Lansing Community College and the Clerical Technical Union agree as follows:

1. Bargaining unit members who are on the College payroll as of the effective date of the Agreement and those who were members of the bargaining unit on July 1, 1996 and who remain employees of the College as of the effective date of the Agreement shall receive, retroactive to July 1, 1996, a one-time market equity adjustment increase consistent with the attached schedule, capped at a maximum of \$.75 per hour. The \$.75 per hour cap shall not apply to those bargaining unit members who need to receive more than \$.75 per hour to bring them up to the minimum \$8.00 per hour starting rate.
2. Effective July 1, 1997, for the 1997-98 fiscal year, any bargaining unit member who is not at the minimums reflected in the attached schedule shall receive either the regular 3% increase or an amount to bring them toward the minimums, capped at \$.75 per hour, whichever is greater.

**LANSING COMMUNITY COLLEGE
CLERICAL TECHNICAL UNION
LETTER OF UNDERSTANDING
ATTACHMENT**

Date of Hire	Clerical	
1996-97	\$8.00	
1995-96	\$8.20	
1994-95	\$8.40	
1993-94	\$8.60	
1992-93	\$8.80	
1991-92	\$9.00	
1990-91	\$9.20	
1989-90	\$9.40	
1988-89	\$9.60	
1987-88	\$9.80	
1986-87	\$10.00	
1985-86	\$10.20	
1984-85	\$10.40	
1983-84	\$10.60	
1982-83	\$10.80	
1981-82	\$11.00	
1980-81	\$11.20	

LANSING COMMUNITY COLLEGE

CLERICAL TECHNICAL UNION

GRIEVANCE FORM

Submitted at Level _____ Grievance # _____ of 199__

1. Date of Alleged Occurrence _____

2. Cite the Agreement article(s) and/or section(s) alleged to have been violated

3. State of Grievance

4. Remedy Sought

Submitted by _____

Position _____

Date _____

Copies to: CTU President, Executive Director of Human Resources, grievant's immediate supervisor and/or departmental chairperson.

IMPORTANT: The time limits specified in the Master Agreement must be adhered to.

October 24, 1996

LANSING COMMUNITY COLLEGE

CLERICAL TECHNICAL UNION

1996 NEGOTIATIONS

ARTICLE ?? . CONDITIONS OF EMPLOYMENT

A. Probationary Period

All CTU employees shall serve a probationary period of one (1) year of regular employment during which time they will be termed "probationary employees". Probationary employees' service with the College may be terminated at any time by the College in its sole discretion. Employees separated under the terms of this Article shall not have recourse to the grievance procedure.

B. Employment and Termination

1. Establishment of Date of Hire

- a. A regular CTU employee's hire date shall date from his/her first job assignment starting date of part-time CTU employment with the College.
- b. An employee's hire date shall not be affected by transfer to another part-time CTU position at the College.

2. Termination

- a. An employee who is absent from work for three (3) consecutive scheduled working days without notifying his/her supervisor will be considered to have voluntarily resigned his/her employment with the College and his/her name will be removed from the payroll.
- b. Employees who voluntarily terminate employment will notify the immediate supervisor.

C. Temporary Employment

The purpose of a temporary position is to fill positions which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The College maintains the right to contract work or to fill a position on a temporary basis as needed.

LANSING COMMUNITY COLLEGE

CLERICAL TECHNICAL UNION

ARTICLE X. DURATION

This Agreement shall commence February 18, 1997, and shall continue in full force and effect until midnight June 30, 2000 when it shall terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF TRUSTEES

FOR THE CLERICAL TECHNICAL UNION

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