



Macomb
Community
College

Education • Enrichment • Economic Development

AGREEMENT

between the

**BOARD OF TRUSTEES
of the
COMMUNITY COLLEGE DISTRICT
of the
COUNTY OF MACOMB**

and the

**AMERICAN FEDERATION
of
STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2172**



July 1, 1999–June 30, 2000

Macomb Community College

9/30/00

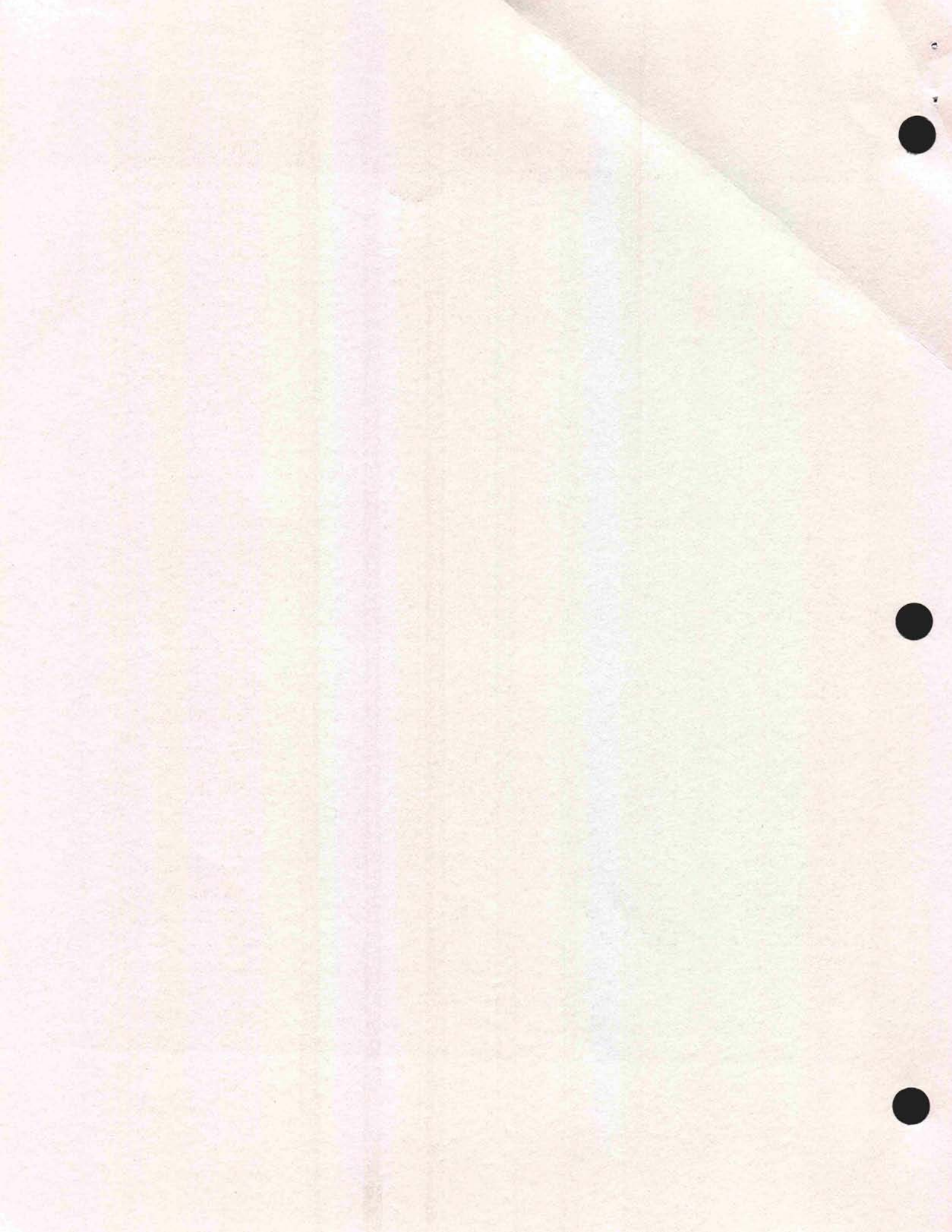


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AGREEMENT

Between
THE COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
and
MICHIGAN COUNCIL NO. 25, AFL-CIO, Local 2172
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

THIS AGREEMENT is made and entered into this 21st day of September, 1999, by and between the COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB, hereinafter designated as the "Employer," and the MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, Local 2172, hereinafter designated as the "Union."

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 Employer and the Employees.

The parties recognize that a sound educational program as it affects the best interest of the College district, its students and its employees is a primary objective.

To those ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

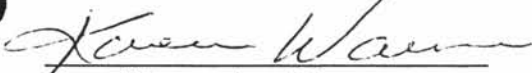
Definitions


For the purpose of clarifying terms used in this document, see Appendix B attached hereto.

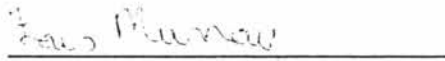
IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers on September 21, 1999.

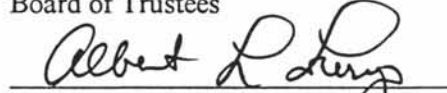
LOCAL 2172, COUNCIL 25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES:

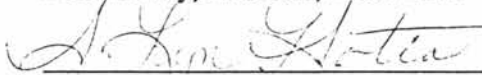
COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB:

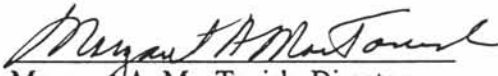

Karen Warner, Area Director,
Michigan AFSCME Council 25



Christine Bonkowski, Chairperson
Board of Trustees



Lois Murray; President, Local 2172


Albert L. Lorenzo, President

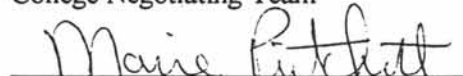

S. Lyn Hotia, Chief Steward

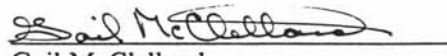

Margaret A. MacTavish, Director
Human Resources Management


Suzette Loewer, Negotiator


Arlen Lemke
College Negotiating Team


Gail Seiffert, Negotiator


Marie Pritchett
College Negotiating Team


Gail McClelland
College Negotiating Team



ARTICLE I RECOGNITION AND CONDITIONS OF EMPLOYMENT

- A. 1. This Agreement is made this 21st day of September, 1999, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the Board) and the Michigan Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2172 (hereinafter called the Union) for the period described below.
2. The Board recognizes the Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2172, as the sole and exclusive bargaining agent as defined in Section II of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representation" Case No. R73 B-49, March 20, 1973, by the State of Michigan Labor Mediation Board for all secretarial, special skills, and clerical personnel, including: bookkeepers, VDT/CRT operators, payroll clerks, cashiers, clerks, office machine operators, receptionists, switchboard/clerks, typists and general office employees, but excluding Secretary to the President, Secretary to the Vice President of Human Resources, Secretary to the Director of Human Resource Management, supervisors, professional employees and all other employees.
3. The Board agrees to employ on a part-time basis, computed as full-time equivalents, part-time clerical employees equaling no more than seventy percent (70%) of the full-time staff. Part-time hours over seventy percent (70%) of the full-time staff will be replaced at the rate of one full-time employee for every fifty (50) hours of part-time. Excluded from this percentage are part-time employees covering the duties of Unit members on Maternity/Child Care Leave, Medical Leave, Illness in the Immediate Family Leave, and Personal Matters Leave.
4. It is further agreed that full-time registration personnel used during peak periods of registration beginning two weeks prior to the first day of mail registration and ending two weeks following the last day of late registration who are not employed on a continuing basis shall not be covered by this Agreement.
5. It is further agreed that temporary personnel shall not be covered by this Agreement.
6. The College shall provide the Union with a status report indicating the number and location (i.e., cost center) of part-time clerical employees for a pay period during the months of October/November and quarterly thereafter.
7. When the results of the above status report indicate an overuse of the above-referenced 70%, the College will take timely action to reduce the use of part-time and shall notify the Union of the specific action taken.
8. Part-time clerical employees will not be used to replace vacant full-time clerical positions.
- B. The Board shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of this Agreement.
- C. The policies of the Board as they relate to rates of pay, wages, hours of employment or other conditions of employment shall as of the effective date of this Agreement, be considered a part of the Contract and shall not be added to, subtracted from or changed without mutual agreement of both parties. This shall not inhibit the Employer from initiating changes in procedures and operating methods provided such changes do not impair the substantive rights or benefits secured to the employee by this Agreement.

ARTICLE I RECOGNITION AND CONDITIONS OF EMPLOYMENT

(CONCLUDED)

- C. 1. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, insofar as the same relates to rates of pay, wages, hours of employment, or other conditions of employment.
2. This Agreement constitutes the total understandings between the parties insofar as it relates to rates of pay, wages, hours of employment, or other conditions of employment and it shall not be added to, subtracted from or changed except as mutually agreed to by the parties.
- D. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management, organization and administrative control of the District and its properties and facilities, and the activities of its employees. This is limited only by the specific and express terms of this Agreement.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal, and to promote, assign, transfer, and lay off all such employees. This is limited only by the specific and express terms of this Agreement.
3. To determine the methods, means and personnel by which the operations of the College is to be conducted. This is limited only by the specific and express terms of this Agreement.
- The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board or its designated agents and offices, in 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 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.
- E. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board and the Union. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provisions of the Agreement. If any provision of this Agreement is held illegal, void or invalid by a court of competent jurisdiction, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties hereto. Such amendments or deletions shall be made known to the Union as soon as possible.
- F. Both the College and the Union declare commitment to Equal Employment Opportunity, and of non-discrimination in the provision of all services and in the administration of this Contract. Therefore, it is declared jointly that there will be no discriminatory practices based upon race, creed or religion, color, sex (including sexual harassment), marital status, national origin, age or handicap. Further, the College and the Union jointly undertake to comply fully with all applicable Federal, State and Local laws relating to Equal Employment Opportunity and non-discrimination in fulfilling their obligations under the terms of this Contract.

ARTICLE II UNION SECURITY

Membership in the Union shall be open to all Employees as defined in Article I.A. regardless of race, creed, sex, marital status, national origin, or age.

- A. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all Employees who are beneficiaries of such Agreements. In the event an Employee shall not join the Union and execute an authorization for full dues deduction, such Employee shall, as a condition of continual employment by the Board, execute an authorization for the deduction of a sum representing that Employee's proportionate share of such negotiations, contract administration, and maintenance expenses which shall be forwarded to the Union Treasurer.
- B. The Union Treasurer shall notify the Board in writing no later than thirty (30) days in advance of any change in the amount to be deducted for such expenses. In the event such authorization is not signed for a period of thirty (30) days following the successful completion of the probationary period or change in deductions of the Employee, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such Employees shall be discontinued. Such Employee or Employees shall be notified of the termination of their services, such termination to be effective 30 days following notification.

This termination shall not be subject to the provisions of Article V of this Agreement. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE III EMPLOYEE'S AND EMPLOYER'S RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Employee of the Employer shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer further agrees that it will not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any lawful activities of the Union, or complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B.
 - 1. The Employees recognize and agree to faithfully adhere to the rights, privileges, duties, and responsibilities concerning said Employees as prescribed in Act 379 of the Public Acts of 1965.
 - 2. The Union, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, or any unlawful acts that interfere with the College's operations.

ARTICLE IV REPRESENTATION AND COMMUNICATION

A. Representation

1. Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of four (4) members and the committee may, in addition and at the Union's option, include consultants.

2. Stewards

The Employer further agrees to recognize a Chief Steward and Stewards from a maximum of eight (8) designated areas.

3. Service Committee

- a. The Service Committee and the Negotiating Committee will be one and the same.
- b. The College agrees to meet with the Service Committee which may, at the Union's option, include council and/or international representatives of the Union to consider all matters relating to the contract.
- c. Meetings between the parties will be scheduled on a mutually agreeable day and time as needed. The parties will submit an agenda setting forth the matters to be discussed. The meeting shall be confined to consideration of items on the agenda.
- d. The Union's Service Committee members shall not suffer loss of wages for being in attendance at said meetings. These meetings shall in no way be considered a substitute for the Grievance Procedure outlined in Article V.

4. Special Conferences

- a. Special Conferences for discussion of important matters will be arranged between the Director of Human Resource Management or a designee and the President of the Unit upon the request of either party. Such conferences shall be between designated representatives of the Employer and designated representatives of the Union.
- b. These conferences shall be held during working hours. It is agreed that the Union representatives may meet one-half hour immediately preceding the Special Conference. The special conferences shall in no way be considered a substitute for the Grievance Procedure as outlined in Article V.

5. Provisions

- a. The names of all Union representatives identified in 1, 2, 3, and 4 above shall be certified in writing to the Employer by the Union upon election or appointment. Such certification shall be prerequisite to the granting of release time under the terms of this Agreement.
- b. Specified Union representatives, identified in 1, 2, 3, and 4 above, shall suffer no loss of earnings for time spent in investigating and/or adjusting grievances and for attending scheduled meetings with Management relating to grievances, arbitration or other meetings with Management involving matters pertaining to the Agreement. (See also V.C.)

ARTICLE IV REPRESENTATION AND COMMUNICATION (CONCLUDED)

A. Representation (Concluded)

5. Provisions (Concluded)

- c. Members of the Union's Negotiating Committee and the Area Stewards will be permitted to leave their work, upon notifying their supervisor, for the purpose of preparing for negotiations. Commencing the first Monday of the month prior to the beginning of negotiations, the Negotiating Committee will be allowed up to two hours release time weekly, and the Area Stewards will be allowed up to two hours release time bi-weekly.
- d. Once negotiations have begun, the Negotiating Committee will be allowed four (4) hours per week off from work with no loss of pay for the purpose of negotiating a new contract and such other time as may be mutually agreeable.

6. Placement Committee

The Placement Committee shall include the Director of Human Resource Management or designee and the President of the Union or designee and representatives of other Unions in the College. The Committees' sole function will be to recommend to the President of the College whether or not a new position shall become a part of any particular on-going Employee group and, if so, which one.

B. Communication

1. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistical and financial information related to Macomb Community College and in possession of the Board as is necessary for negotiation of collective bargaining agreements. It is understood that the Board will not make special compilations of information and statistics unless mutually agreeable.
2. All requests made by the Union for documentary, historical and compiled information and materials shall be made first through the Director of Human Resource Management.
3. The Employer will provide the Union with a list of its designated representatives certified in writing.
4. The President of the Union will be given a copy of the Board agenda of each public meeting, including all non-confidential attachments, at the same time regular distribution is made.
5. The President of the Union will be given a copy of the unapproved Board minutes and the approved Board minutes of each public meeting at the time regular distribution is made.
6. The Employer will furnish the Union with names and work locations of newly hired Employees within five (5) days of hire.
7. At the same time, the Employer will furnish job classifications and assignment of new Employees to the Union.
8. The record of qualifications for newly hired Employees shall be made available to the Union President upon request.
9. The Employer will furnish the Union with names and positions of all moves made by Employees.
10. The Union will be notified in writing of all temporary assignments and terminations at the time of such assignments and terminations.
11. The Employer will also notify the Union of any organization changes.

ARTICLE V GRIEVANCE PROCEDURE

A. Definition

Any claim by the Union or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement or violation of any past practice shall be a grievance, and shall be resolved through the procedure set forth herein.

B. Time Limits

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the Employer and the Union.

C. Grievance Representation

Union representatives shall notify and obtain their Immediate Supervisor's permission before leaving their work station. Time will be allowed with no loss of pay for the purpose of investigating and processing grievances. (See also IV.A.5.b.)

D. General Provisions

1. In the event that the Union fails to appeal a grievance or appeal a College Board answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer, if any. In the event the College shall fail to supply the Union with its answer to the particular step within the specified time limits the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the College's grace period for answering.
2. The parties agree that it is good practice to keep all discussions confidential during the procedural stages of the resolution of the complaint.
3. All grievances shall be in writing, using the forms for that purpose supplied by the Human Resource Office.
4. Consistent with the Public Employment Act of the State of Michigan, the Bargaining Unit shall be notified of meetings between Management and a grievant relating to any written grievance, and a bargaining unit representative, steward, or designee shall be "given opportunity to be present" at such meetings.
5. The aggrieved Employee, with or without the steward or designee, will consult with her Immediate Supervisor within ten (10) days after the aggrieved knew of the events giving rise to the grievance. When an Informal Conference is requested the Employee will advise the Immediate Supervisor:
 1. That it is an Informal Conference;
 2. Whether or not a Union representative will be in attendance.

If the steward or designee is present during the Informal Conference, the Immediate Supervisor may also have representation from within the division.

If the issue is not resolved in the Informal Conference with the Immediate Supervisor the Union may proceed to Step 1 of the Grievance Procedure.

An "Informal Conference" will be requested by the Union only when there is an "aggrieved employee."

The Union will file a written grievance at Step 1, 2, or 3 (as appropriate) when the grievance is a class action. In such cases, there will be no Informal Conference.

6. Provided both parties agree, Steps 1 and/or 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

ARTICLE V GRIEVANCE PROCEDURE (CONTINUED)

E. Steps of the Grievance Procedure

Step 1.

- a. If the Issue is not resolved in the Informal Conference, the Union will present the grievance in writing to the Immediate Supervisor within ten (10) days after such decision.
- b. Within ten (10) days from receipt of the written grievance, the Supervisor will reply in writing to the Union.

Step 2.

- a. If the grievance is not resolved at Step 1, the grievant and steward or designee will, within ten (10) days after having received the written answer, forward the grievance to the Vice President of the area. The Vice President will arrange a conference for discussion of said grievance between the grievant, Union representative, and the Immediate Supervisor. The Vice President may attend this conference at his option. If he chooses not to attend, he may send a designee.
- b. The Vice President will submit the written answer to the grievant and to the Union within ten (10) days from the receipt of the grievance.

Step 3.

In the event the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the President of the College or a designee within ten (10) days of the decision. The President or a designee will, within ten (10) days, meet with the Chief Steward or a designee, the Steward or a designee, and the appropriate Vice President or designee and will submit a written answer to the Union within ten (10) days from the receipt of the grievance.

Step 4. Pre-Arbitration

If the grievance is not resolved at Step 3, the grievance may be referred to the council representative. The representative of the council and/or the International Union will review the matter and may, within thirty (30) days after the answer referred to above, present the appeal of the grievance to the Pre-Arbitration Panel.

- a. The Pre-Arbitration Panel shall be composed of four (4) representatives chosen by the Employer and four (4) representatives, including council representatives, chosen by the Union.
- b. The purpose of the Pre-Arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process. Therefore, resource persons may be called at the request of either side to provide testimony to the Panel.
- c. If the parties are unable to reach agreement through the Pre-Arbitration meeting, if Pre-Arbitration is requested, arbitration may be invoked by written notice to the American Arbitration Association with a copy to the Director of Human Resource Management. Such notice shall be given within thirty (30) days from the date of the Pre-Arbitration meeting or Step 3.

ARTICLE V GRIEVANCE PROCEDURE (CONCLUDED)

F. Arbitration

The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific and express provisions of this collective bargaining Agreement. If the grievance sought to be arbitrated is not specifically covered by the Agreement then said Arbitrator shall have no authority in connection therewith. Said arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by the rules of said Association. The expenses of the Arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

1. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
2. Neither the Board nor the Union at the Arbitration proceedings will assert any grounds or evidence not previously disclosed to the other party.
3. The decision of the Arbitrator shall be final and binding upon the College, the Union, and the Employee or Employees involved in the grievance.
4. It is understood and agreed that the interpretation of any insurance contracts or policies shall not be subject to arbitration.

ARTICLE VI SENIORITY

A. Probation

New Employees shall be on Probation for the first ninety (90) calendar days of their employment and during such period Probationary Employees may be terminated by the Employer without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.

1. The Board and the Union may, by mutual agreement on an individual basis, extend the probationary period.
2. There shall be no seniority among Probationary Employees.
3. Leave Allowance: Probationary Employees will accumulate sick leave, vacation and personal business allowance during their probationary period, but may not utilize or be entitled to such leave until attaining permanent status.
4. Medical Insurance: Probationary employees shall be eligible to receive medical insurance as provided in Article XV.A.
5. Workers' Compensation: Each Employee shall be covered by the applicable Workers' Compensation laws.
6. Evaluation: Written formal evaluations of Probationary Employees will be made during their Probationary Period. An evaluation stating acceptable work at ninety (90) days will constitute Status for the Employee.
7. Probationary Employees shall not be eligible for Leaves of Absence unless mutually agreed upon by the Union and the College Board.
8. Upon completion of her Probationary Period, the Employee will be a Status Employee and be considered to have seniority computed from the first day of her employment.
9. Probationary Employees shall not be entitled to any fringe benefits except those listed in Article VI, Section A.

ARTICLE VI SENIORITY (CONTINUED)

B. General Provisions

Seniority rights of an Employee shall cease for any one of the following reasons:

1. If the Employee terminates her employment.
2. If the Employee is discharged and such discharge is not reversed through the grievance procedure.
3. If she is absent for four (4) consecutive working days without notifying the Employer and fails to give reasonable explanations for the absence and lack of notice.
4. If she fails to return to work from layoff when recalled as set forth in the recall procedure provided herein in Article VI. F.
5. If she overstays a leave as provided for in Article XII without providing a reasonable explanation within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
6. If she retires.
7. If she gives a false reason for a leave of absence.

C. The Employer recognizes the importance of seniority as a factor to be considered along with merit and ability in all moves, layoffs, reinstatements and recalls, but when merit and ability are equal as between Employees, then seniority is recognized as the prevailing factor in making the selection. In the event of a tie in seniority the tie shall be broken by reference to a table of pseudo random numbers and the social security numbers of the involved Employees. The Employee whose number appears first on the table shall be deemed to have higher seniority than the other involved Employee(s).

D. Bumping

1. Bumping Procedure

- a. Fundamentally, rules respecting seniority are designed to provide Employees an equitable measure of security based on length of service with the Employer and, in the event of reduction of available work, the Employer shall retain at work the Employees having the greatest amount of seniority, providing these Employees possess the qualifications, as listed on Postings and the Secretarial/Clerical/Special Skills Category Structure and Qualifications Chart, required by the Employer for the efficient performance of the work available.
- b. The "Bumping" Procedure may be implemented in these circumstances:
 1. When a position is eliminated (see Position Elimination in Article VI.E.2.).
 2. When a position is transferred (see Transferred Position in Article VI.E.1.).
 3. When an Employee returns from leave consistent with a provision of that leave which allows bumping (see "leave" provisions in Article XII).
 4. When an Employee is bumped.
 5. When organizational change occurs as outlined in Article VI.E.3.

ARTICLE VI SENIORITY (CONTINUED)

- D. 2. The "Bumping" Procedure shall operate in the following manner:
- a. At least fifteen (15) working days prior to a circumstance in which the Bumping Procedure would be implemented the Union and the involved Employee will be notified in writing listing the positions into which they would bump.
 - b. The Employee exercising her "bumping" rights will take the position of the least senior Employee in the same classification and/or category providing the displaced Employee has on file the qualifications required.
 - c. Should this Employee not obtain a position in her classification and/or category the Employee will follow the procedure in "b" above in the next lower classification at the salary of the lower classification until a position is obtained.
 - d. All subsequent Employees displaced as a result of the initial "bumping" will follow the procedures in "b" and "c" above.
 - e. Bumping will be by Unit-wide seniority.
 - f. The above described procedure (time limits enunciated in 2.a.) shall not apply to temporary layoff caused by acts of God.

E. Transferred Position, Position Elimination, Layoff, Temporary Layoff

1. Transferred Position

A Transferred Position is a position that is moved from one department to another, as need may require. The Union and the person occupying the position, at the time of the transfer, will be notified in writing of the reasons, fifteen (15) working days in advance of the effective date of the transfer and the Employee shall have the option of transferring with the position or exercising her rights under the "Bumping" Procedure, listing positions for which they qualify. The Employee will notify Human Resources of her decision in writing no later than five (5) working days prior to the effective date of the position transfer, said notification to be final. This in no way circumvents Employees' bidding privileges.

An Employee displaced by another Employee who has declined to transfer with her position shall have the option of accepting the transferred position if she has the necessary qualifications in lieu of using the Bumping Procedure.

2. Position Elimination

An eliminated position is a position that ceases to exist. The Union and the Employee in the position at the time it is eliminated shall be notified in writing of the reasons fifteen (15) working days in advance of the effective date and shall exercise her rights under the "Bumping" Procedure, listing the positions for which she qualifies.

3. Organizational Changes

When an administrative organizational change causes a bargaining unit position to change from the organizational structure (department/assignment) on the Notice of Vacancy under which the Employee accepted the position, the College will notify the Union and the Employee. Prior to the effective date of the change, the affected Employee may exercise bumping rights in accord with Article VI.D., except that the timelines for response by the Employee shall be four (4) working days from written notification. A copy shall be placed in the Employee's file.

ARTICLE VI SENIORITY (CONCLUDED)

4. Layoff

Layoff shall mean a reduction in the work force on a Unit-wide basis; No individual shall be on layoff unless she shall have exhausted all of her rights under the "Bumping" Procedure.

- a. At least fifteen (15) working days prior to a layoff, the matter will be discussed with the Union's Negotiating Committee. The Director of Personnel Services will also present the facts in writing.
- b. Layoff will be by Unit-Wide Seniority.
- c. No full-time Employee will be laid off when part-time and/or Student Clerical Employees are working. Student Clerical Employees shall not include those officially enrolled in the Cooperative Internship or Work Study Program, unless they displace the equivalent of a full-time Employee or cover full-time hours.
- d. The Union President, Chief Steward and two (2) Negotiators shall have top seniority for layoff and recall purposes only and subject to their ability to perform the work available efficiently.
- e. The Recall Procedure outlined in Article VI.F. shall apply in all instances of layoff.

5. Temporary Layoff

A Temporary Layoff shall mean a short-term and limited termination of employment because of a lack of work caused by an Act of God or other reason beyond the control of the College and, in such instance, the fifteen (15) day notice requirement and implementation of the Bumping Procedure shall not apply.

F. Recall

Employees on layoff shall be given the first opportunity to fill vacant positions for which they are qualified according to the following Recall Procedure:

1. Recall for those possessing the qualifications for available positions shall be in inverse order of layoff.
2. The recalled Employee must take a position in the classification from which she was laid off or originally bumped down from if such an opening exists or may take a lesser classification in line with her seniority, with salary of that classification.
3. When an Employee accepts a lower classification as a result of recall from layoff she shall have the option to progress to her former classification in line with seniority and qualifications as vacancies occur. If the option is declined, the right to progress to her former classification under the Recall Procedure is forfeited.
4. An Employee shall be notified by registered mail, return receipt requested, to return to employment and must do so within ten (10) working days of receipt of notice or be considered terminated.
5. An Employee who is not recalled within a period of time equal in length to her seniority, or a one-year period, whichever is greater, shall not be considered on layoff but her employment shall be deemed to have terminated.

G. If an Employee accepts a position under the Employer not covered by the Bargaining Unit and then returns to a position under the Employer within the Bargaining Unit she shall not suffer any loss of benefits under the provisions of the contract between the parties. However, the Employee will not accrue seniority credits for that period of time outside the Bargaining Unit. Employees requesting to return to the Unit have the right to bid on any open position covered by the existing Agreement and shall be considered as internal applicants.

ARTICLE VII JOB VACANCIES

A. General Provisions

1. All job vacancies within the Bargaining Unit shall be filled in accordance with the following provisions of this Agreement. A job vacancy shall be defined as a vacancy which is created as a result of the resignation of an Employee, the termination of an Employee, the promotion of an Employee, the death of an Employee, the absence of an Employee on a leave of absence which exceeds sixty (60) days or the creation of a new job not previously filled.

B. Posting Vacancies

1. A job vacancy will be posted and circulated to each department, listing the requirements of the position, vacancies will be posted for a period of four (4) working days; unless the position is to be temporarily not filled or permanently eliminated, in which case the Union shall be notified in writing.
2. Employees interested in the vacancy and having on file qualifications for the vacancy shall apply in writing to the Human Resources Office within the posting period. An additional three (3) days will be allowed for receipt of applications after the posting period, provided the Employee has notified the Human Resources Office within the posting period. Evidence that the Employee possesses qualifications shall be on file in the Human Resource Office at the time of application.
3. A Probationary Employee may apply for a posted position to be considered along with external applicants. However, the bid will be considered only when Status Employees have not bid. If the Probationary Employee wins a position, such Employee must serve a ninety (90) day Probationary Period in the new position.
4. The Union shall be notified of all applicants for the position. The top bidder for a position must make her decision to accept the position by 12:00 noon of the next working day following the interview and offer of position by contacting the Human Resources Office. This will constitute acceptance of the position. Failure to contact the Human Resources Office will constitute non-acceptance of the position.
After acceptance of the position, an Employee shall not be allowed to bid for another position from the date of acceptance of the position until the completion of her Trial Period, unless mutually agreed.
5. Should the position which the Employee has successfully bid for and accepted be a higher classification and Management deems it necessary to retain the Employee in her present position for an extended period of time the Employee shall receive the higher rate of pay beginning the 11th working day from her date of acceptance of the position.
6. Those Employees who apply for such open positions as posted will be notified in writing by the Human Resources Office within three (3) days when a decision has been made that they have not been accepted and will have the opportunity, upon written request, to learn why they did not receive the position.
7. Job vacancies within the Bargaining Unit will be filled on the basis of seniority and qualifications.
8. The College shall repost, at three (3) month intervals, job vacancies it is attempting to fill.

ARTICLE VII JOB VACANCIES (CONTINUED)

C. Trial Period

1. A Status Employee who accepts an open position will receive a maximum of sixty (60) calendar days Trial Period in the new position. (See Article VIII.C.) During the Trial Period the Employee shall receive the rate of pay for the position she is performing.
2. During the Trial Period, if the Employer considers the Employee's work unsatisfactory as evidenced by an unsatisfactory evaluation, the Employee shall be returned to her former classification and be placed in an "Employee-at-Large" position, consistent with Article VII.D.
3. An Employee who successfully bids on a vacancy shall not be allowed to bid for another position during her Trial Period, unless mutually agreed and shall then be considered along with external applicants with seniority not a factor in selection.
4. An Employee who accepts a transfer, bumps, or is bumped, has the right to bid on another position during her Trial Period.

D. Employee-At-Large

1. Employee-at-Large shall mean either an Employee who has successfully bid on a position within the Bargaining Unit and who, during the Trial Period, is reverted to her former classification subsequent to an unsatisfactory evaluation or an Employee who is assigned to "Employee-at-Large" status upon mutual agreement among the involved Employee, the College, and the Union.
2. An Employee-at-Large shall not receive less than her former rate of pay.
3. An Employee-at-Large shall be assigned to the Office Services Department.
4. An Employee who has become an Employee-at-Large because of an unsatisfactory evaluation may remain in the Office Services Department so long as satisfactory performance is maintained.
5. Should an Employee who has become an Employee-at-Large because of unsatisfactory evaluation bid for and accept another position and subsequently not successfully complete the Trial Period, such Employee shall be reassigned to the Office Services Department as an Employee-at-Large. Unsatisfactory performance shall be subject to Article VIII.D.2.
6. An Employee who has become an Employee-at-Large by mutual agreement may remain in the Office Services Department or bid for other posted positions as they occur.
7. An Employee-at-Large position vacated for any reason shall not be filled.
8. Assignment to Employee-at-Large status represents a special circumstance for which the following exceptions to Article VIII.C. apply. Evaluation of employees assigned to Employee-at-Large status shall include: verbal guidance (day-to-day discussion); directives (written or verbal narrative directions on daily office duties); and clarification of job performance (written or verbal statements) identifying strengths and weaknesses, and providing a supportive and positive direction. If written, these statements will be placed in the employee's personnel file. There will be no specified timelines governing evaluations of employees assigned Employee-at-Large status.

ARTICLE VII JOB VACANCIES (CONCLUDED)

E. Temporary Assignments

Bargaining Unit Employees may be assigned to assist in other areas within the College.

Implementation of the following language shall not be construed so as to create a unit-wide "pool" concept nor to circumvent the transfer, elimination, or posting and bidding language of the Contract, but to allow the College to make assignments to promote efficiency and to meet emergency or exceptional situations when the need does not support permanent assignment and/or creation of additional full-time positions.

1. Temporary assignments shall be made to provide adequate coverage for the following: job vacancies, short term leaves, vacations, brief illness, emergency situations, peak periods and exceptional situations.
2. Temporary assignments shall not exceed a sixty (60) day period. It is understood that temporary assignments will be based upon an Employee being qualified to adequately perform the job. Employees so assigned need not have evidence of qualifications in their personnel file for these types of assignments.
3. Employees assigned to fill a position in the absence of an incumbent shall receive the rate of their former job or the rate of the job level of the incumbent to which they are temporarily assigned, whichever is the higher. Payment at the higher rate shall be made for the entire period after the assignment exceeds one full day.

The Union will be notified in writing by a Change of Status form of all temporary assignments and terminations at the time of such assignments and terminations.

Employees assigned to assist in other areas within the College shall receive their current salary, therefore, a Change of Status form shall not be required.

Assisting means "helping" perform the responsibilities in an area. "Filling in" means performing responsibilities "in place of" an individual. "Filling in" is dissimilar to "assisting." The Employer will specify at the start of an assignment whether an employee is expected to "assist" or to "fill in." This will be in writing if requested by the Employee.

Employees assigned to fill in a position in the absence of an incumbent shall receive the rate of their former job or the rate of the job level of the incumbent to which they are temporarily assigned, whichever is higher. Payment at the higher rate shall be made for the entire period after the assignment exceeds one full day.

Employees assigned to assist in other areas within the College shall receive their current salary.

The Union will be notified in writing by a Change of Status form of all temporary assignments and terminations at the time of such assignments and terminations.

4. Employees so assigned who are required to travel to another campus will receive a location differential of 15¢ per hour. The College will reimburse Employees for additional mileage expense when they are assigned to a different campus under this provision.

ARTICLE VIII PERSONNEL FILE, TESTS, EVALUATION, DISCIPLINE

A. Personnel File

The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Office. There will be only one personnel file for each Employee.

1. The Employee will have the right, upon request, to examine her own personnel file. The Employee will make an appointment with the Human Resources Office to examine her personnel file. A member of the Human Resources Office staff will be present when the Employee inspects said file and the Employee may be accompanied by a member of the Union if she desires.
2. At the Employee's request, the Employer will reproduce any materials in her personnel file for the exclusive use of the Employee.
3. The Employee will have the right to add to her personnel file materials which attest to her proficiency and experience. Such materials shall testify to the successful completion of any course, seminar, or other program that increases or broadens the Employee's qualifications for any College position.

B. Tests

The Employer will schedule monthly tests (including typing and dictation), during office hours, on a day and location to be announced in writing at least 10 days prior to scheduled test. Interested Employees shall notify the Human Resource Office three (3) days before the scheduled testing date.

1. Tests will be conducted by a qualified tester using electric/electronic typewriters, personal computers, or by recorded methods in the case of dictation tests. The tests will be uniform, but not necessarily identical, from testing to testing.
2. Test results evidencing improved skills will be placed in the Employee's personnel file within five (5) working days. When the test results are lower than those recorded in the Employee's personnel file, test papers or results will not be placed in her file unless higher than those required for her current position.
3. An Employee will have the right to attend a testing session, with no loss of pay, provided she notifies her Immediate Supervisor or, in his/her absence, the higher administrator of her intent to be tested two (2) working days prior to the scheduled session.
4. The Employee will be given the scores of her testing, in writing, within fifteen (15) working days of the testing, unless requested sooner, to qualify for a promotion.
5. Successful completion of a class in typing, shorthand, or office machines from MCC or schools or colleges that MCC accepts for student transfer credit, as evidenced by an official transcript and a statement from the instructor, certifying the skill levels shall fulfill qualification requirements in lieu of testing by the Human Resources Office.

C. Evaluation

1. Written evaluations of Employees in the Trial Period resulting from promotions, demotions, or transfers will be made on or about the thirtieth (30th) day, and at or about the sixtieth (60th) day, but no later than the sixty-fifth (65th) day. An evaluation stating acceptable work will constitute status in that position for the Employee.
2. Evaluations of Status Employees shall be a continuing process through verbal guidance, directives and clarification of job performance.

ARTICLE VIII PERSONNEL FILE, TESTS, EVALUATION, DISCIPLINE

(CONCLUDED)

C. Evaluation (Concluded)

3. All formal evaluations of Trial Period Employees will be made by the Immediate Supervisor directly responsible for the Employee's work by completion of the Performance Review form in Appendix A of this Agreement. The appropriate administrator shall review and sign the evaluation.
4. The Immediate Supervisor evaluating the Employee will conduct an interview with the Employee, in private, to discuss the evaluation and compare it with prior evaluations.
5. The Immediate Supervisor evaluating the Employee will sign the Secretarial Performance Review form. The Employee will sign the "Secretarial Performance Review" form indicating only that she has reviewed the completed form in an evaluation interview. The Employee's signature does not necessarily indicate agreement by the Employee with the evaluation.
6. A copy of the signed evaluation form will be placed in the Employee's personnel file and a copy will be given to the Employee at the evaluation interview. A department copy may be retained. When the Employee leaves the department she will have the option to either retain the department copy or have it destroyed.
7. The contents of a Trial Period Employee's formal evaluation will be subject to the grievance procedure as outlined in Article V of this Agreement.
8. No member of the Bargaining Unit may evaluate another member of the Bargaining Unit.
9. The Employee being evaluated has the option of typing her own Performance Review form.

D. Discipline

1. An Immediate Supervisor may administer a written reprimand to the Employee. The written reprimand shall be signed by the appropriate administrator. The Employee shall be advised of her right to be represented by the Union at the time disciplinary action is imposed. If the disciplinary meeting is called for purposes of suspension, suspension pending discharge, or discharge, the Immediate Supervisor may be present, but the appropriate administrator shall administer same. Disciplinary interviews, reprimands or informal evaluations of any kind will be held in private. Said confidential proceedings will be between the Immediate Supervisor and the Employee unless waived in writing by the Employee. If such a waiver is made, a member of the Union may be present upon the Employee's request, and in such circumstances, the Immediate Supervisor may also elect to have another representative present. The results of these proceedings may be shared with involved administrators.
2. The College will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension, suspension pending discharge, and discharge.
3. It is agreed that no Employee shall be disciplined or discharged except for just cause and that such actions shall be subject to the grievance procedure.
4. No materials, except those of a laudatory nature, will be added to the Employee's personnel file unless she has had an opportunity to see and initial or otherwise acknowledge in writing that she has examined these materials and has the opportunity to submit a response in writing. Such response shall be added to the Employee's personnel file.
5. Materials relating to disciplinary action which are placed in the file shall remain in the file for a period of time not to exceed two (2) years, at which time they will be destroyed, providing that there have been no subsequent recurrences of the kind of behavior which led to disciplinary action.

ARTICLE IX CLASSIFICATION/RECLASSIFICATION

- A. The classification system is designed to identify and categorize positions according to the degree of responsibility and complexity of the duties associated with the position. All full-time positions covered by this Agreement have been classified by series as shown on the Category structure and Qualifications Chart (Appendix J) and outlined under Article IX.D. and H. denoting the hierarchy of skills. Within each series, positions are classified by level. Education, training (experience) and clerical/secretarial skills requirements are incorporated into the category structure for positions specifying such requirements.

It is agreed that responsibilities in the categories of Secretarial, Special Skills, and Clerical may merit equal compensation -- therefore, the salary scale reflects comparable remuneration for relatively equal responsibilities and provides for progressive movement through and between the series. The salary schedule for each level is identified in Article X.

- B. Whenever new or different work is undertaken by the College not covered by the classifications contained in this Agreement, or when existing jobs are permanently, substantially and materially changed so that the revised job is no longer covered by the classifications contained in this Agreement, a system of ranking in relationship to other positions within the Unit will be used to assign the classification. The Union will discuss and advise with the Director of Human Resource Management or his/her designated representative and mutually agree to an appropriate level for the new position.
- C. When the College determines the need for a position to be of a higher level of responsibility, based on the classification descriptions, the position shall be reclassified to the appropriate level.
1. The Employee presently holding such reclassified position shall remain in the position. A period of up to six (6) months shall be allowed to permit said Employee to qualify. A Change of Status denoting the new level and salary adjustment shall be placed in the Employee's file with a copy to the Union.
 2. Said Employee shall receive a maximum of sixty (60) calendar days Trial Period in this reclassified position and evaluated according to Article VIII.C. During the Trial Period, the Employee shall receive the rate of pay for the position she is performing.
 3. During the Trial Period, if the Employer considers the Employee's work unsatisfactory as evidenced by an unsatisfactory evaluation, or if the Employee fails to qualify during the six (6) month time limit, she shall be returned to her former classification and be placed in an "Employee-at-Large" position.

ARTICLE IX CLASSIFICATION/RECLASSIFICATION (CONTINUED)

D. Classification Descriptions

CLASSIFICATION 6

Independently performs the entire scope of professional duties. Judgment is exercised in devising new methods, modifying or adopting standard procedures to meet new or varying conditions. Requires knowledge and full understanding of technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail.

CLASSIFICATION 5

Independently performs and coordinates a wide variety of duties which require good judgment and making minor operating decisions based on knowledge of College organization, policies, and personnel. Initiates improvements in existing standard procedures.

CLASSIFICATION 4

Performs and coordinates fairly independently a wide variety of duties which requires analyzing facts and making minor operating decisions based on a wide range of existing standard procedures.

CLASSIFICATION 3

Performs a wide variety of semi-routine duties requiring a high degree of accuracy in observing, recording, and transmitting data while exercising discretion and good judgment. Determines action to be taken within limits prescribed by the Immediate Supervisor.

CLASSIFICATION 2

Performs under general guidance a variety of tasks requiring minor decisions and involving a high degree of accuracy in observing, recording, and transmitting data while adhering to precise procedures and standards. May direct part-time employees.

CLASSIFICATION 1

Performs, under direct guidance, routine clerical work and may assist in duties performed by other Employees following specific instructions and established procedures.

E. Selection

1. Selection for Classification 6 shall be based on qualifications, experience, and the ability of the top seven (7) seniority bidders.
2. Selection for Classification 5 shall be based on qualifications and experience of the top six (6) seniority bidders.
3. Selection for Classification 4 shall be based on qualifications, experience and ability of the top five (5) seniority bidders.
4. The College will provide notification to employees not selected for levels 6, 5, and 4 prior to (or concurrent with) notification to selected candidates.
5. Selection for Classifications 1 through 3 shall be based on the top seniority bidder providing she has the qualifications and experience.

F. Where experience is required to qualify for a position, one (1) year's experience may be waived when the applicant holds an Associate Degree in a business/public service curriculum.

G. Employees may be expected to allocate and/or schedule work for part-time student and temporary Employees. Employees with a Level 3 or above may be expected to allocate and/or schedule work for other Employees in the Unit.

ARTICLE IX CLASSIFICATION/RECLASSIFICATION (CONTINUED)

H. Job Descriptions

Qualifications are detailed on the Secretarial/Clerical/Special Skills Category Structure and Qualifications Chart.

ADMINISTRATIVE SECRETARY:

A major portion of time is allocated to relieving and assisting the administrator in order to effectively increase the administrator's time for official duties. May develop procedures, guidelines, and instructions to improve operating efficiency. Makes recommendations regarding staffing, budgets, and methods of operations. Performs related duties as assigned.

SECRETARY:

Performs Secretarial activities related to office procedures. Duties may include preparation of and follow-up of reports, program or project proposals, agendas, Board material, filing, routing mail, ordering supplies, operation of standard office machines are a regular part of the job. May take and transcribe dictation, transcribe from dictaphone equipment, or compose correspondence, however, shorthand skills not required for Secretary 2. Performs related duties as assigned.

BENEFITS SECRETARY:

In addition to activities outlined in the "Secretary" job description above, the Benefits Secretary administers all aspects of the Employee Benefits Program. Acts as liaison with insurance carriers for Health and Medical, Workers' Compensation, Life and Short-Term and Long-Term Disability. Performs related duties as assigned.

RECORDING SECRETARY:

In addition to the activities outlined in the "Secretary" job description above, the Recording Secretary attends all College Standing Committee meetings recording minutes and handling their correspondence. Performs related duties as assigned.

ACCOUNTING CLERK:

Maintains and posts data to journals, subsidiary ledgers or other books of original entry or subsidiary records. Maintains ledgers, prepares journal entries, posts transactions for cost centers. Makes adjustments to accounts, prepares daily and month-end summaries and monthly accumulative reports. Types checks, encumbers, distributes budgets, processes mileage and travel forms. Reconciles bank statements, accounts and receipts monies. Prepares invoices for payment. Performs related duties as assigned.

CASHIER/BOOKKEEPER CLERK:

Collects and maintains control of cash and cash items. Maintains an imprest fund, internal fund, and a petty cash account and related funds and accounts. Prepares regular disbursement reports, and handles banking transactions. Assesses tuition and fees. Responsible for screening and processing refund requests. Performs related duties as assigned.

COPY CENTER OPERATOR:

Operates duplicating machines such as mimeograph, multigraph, xerox, offset printing press, and related equipment. Prepares cost and charge reports; periodically cleans and inspects equipment; makes minor repairs and adjustments; maintains files of forms, used plates, inventory supply; and performs bindery operations such as paper cutting, collating, punching and stapling. Performs related duties as assigned.

ARTICLE IX CLASSIFICATION/RECLASSIFICATION (CONCLUDED)

H. Job Descriptions (Concluded)

DATA CONTROL CLERK:

Prepares records for entry of data and preparation of reports. May code source data and lists according to prescribed designations. Prepares reports for distribution, utilizing appropriate bursting, decollating, and binding equipment. Maintains input/output activity log book. Assists in maintaining forms inventory records. May be required to assist in keypunching. May operate data processing auxiliary equipment. Performs other related clerical duties as assigned.

PAYROLL CLERK:

Processes payroll; time cards, records hours, earnings, deductions, and changes; banking reconciliations, posting data in record books, computing wages, taxes. Prepares regular and special payroll reports. Performs related duties as assigned.

STATISTICIAN:

Compiles and checks reports for purposes of analysis, forecasting or scheduling. Performs related duties as assigned.

SWITCHBOARD/CLERK:

Primary responsibility for handling incoming and outgoing calls, recording and relaying messages. Performs clerical tasks for the reporting department and other related duties as assigned.

ADMINISTRATIVE ASSISTANT:

In addition to activities outlined in the "Clerk" job description, the Administrative Assistant coordinates office activities, program and/or project proposals. Performs related duties as assigned.

CLERK:

Performs Clerical activities related to office procedures. Duties may include compiling and maintaining reports and records of the activities relating to the office, properly directing students or the public, handling mail, ordering supplies, composing correspondence, filing, or operating standard office machines. Performs related duties as assigned.

JUNIOR CLERK:

As an entry-level position and learning experience, the Junior Clerk shall assist the College and higher level secretarial/clerical/special skills Employees with any activities related to the office procedures. Performs related duties as assigned.

INFORMATION PROCESSING SPECIALIST:

Using word processing equipment, will process daily correspondence, memorandums, reports, statistical typing, forms and form letters, standardized specs/proposals. Involves decision making regarding format, work priorities, programming machine to facilitate assigned tasks. Performs clerical duties related to office procedures and operation of standard office machines including all VDT/CRT equipment; primary responsibility of the job includes functioning as an institutional resource person for the entire College; communicates operation of equipment and software use and adjustments when necessary; provides assistance to staff and/or students. Performs related duties as assigned.

FINANCIAL CLERK:

Maintain financial information. Post data to proper accounts. Compile and prepare reports. Control of cash items. Process payroll data. Reconcile and balance accounts. Distribute financial information. Make account adjustments. Performs related duties as assigned.

ARTICLE X COMPENSATION

- A. For the 1999-2000 contract year, the salary levels, ranges (minimums and maximums), and steps shall be as set forth in Appendix K. For the 1999-2000 contract year, the figures in effect for the 1998-99 contract year shall be increased at the same rate as the percentage increase in the CPI, as determined by B. below, within a range of no less than 2.5% and no more than 5.5%.
- B. The percentage increase in the CPI shall be determined by the following formula: $100 \times (Y1 - Y2) / Y2$, where Y1 equals the annual average of the Consumer Price Index for All-Urban Consumers (published by the Bureau of Labor Statistics; 1982-84= 100) for the most recent past calendar year and Y2 equals the annual average of the Index for the calendar year preceding the most recent past calendar year.
- C. New Employees hired during the term of this agreement shall be assigned a step (from "0" minimum to "28" maximum) which will remain in effect until the end of the contract year in which hired. This initial step placement will be established by:
- Equating related non-bargaining unit experience at one (1) step per two (2) full years of experience, PLUS,
 - One (1) step for attainment of one or more associate degrees, or two (2) steps for attainment of a bachelor or higher degree. There shall be a maximum of two (2) steps granted for degree attainment.
- D. Except as provided in E. below, each bargaining unit employee who was hired June 30, 1999, or prior, shall move up one step at the beginning of each contract year: July 1, 1999.
- E. If prior to increase on July 1, 1999 an employee's salary exceeds the salary figure shown on the 1998-99 salary schedule at his/her step for the coming year, the employee shall not receive the salary shown on the schedule for the coming year. Instead, that employee's salary will be increased by the following factor:
- $$1999 - 2000 \text{ salary} = 1998-99 \text{ salary times } 1.025 (2.5\%)$$
- F. If an employee who is promoted to a higher classification is "on step" she will be placed on the same step at the higher level classification. If the employee is "above step" she will receive the difference between the minimum of the classification that she is leaving and the minimum of the higher classification. Conversely, if an employee moved to a lower classification is "on step" she will be placed on the same step at the lower level classification. If the employee is "above step" her salary will be reduced by the difference between the minimum of the classification she is leaving and the minimum of the lower classification.
- G. After ten years of cumulative service at MCC, each member shall receive annually a longevity premium of \$300.00 plus one and one-half percent (1.5%) of their base salary. This amount shall not be added to their base salary.
- H. Payment to Employees who are temporarily assigned to fill a higher level position under the terms of Article VII.E.3. shall be in accord with Article X.F.

ARTICLE XI HOURS OF WORK AND OVERTIME

- A. 1. The normal working hours for Employees will consist of seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week.
2. Employees required to begin their day before 7:00 a.m. or after 10:30 a.m. shall receive seventy-five (75) cents per hour premium wage as a shift differential.
3. Each Employee shall be entitled to a duty-free non-paid lunch period, not to exceed one hour. The time of the lunch period will be determined by the supervisor and may be changed with his/her approval.

ARTICLE XI HOURS OF WORK AND OVERTIME (CONCLUDED)

- A. 4. Each Employee shall be provided a fifteen (15) minute duty-free paid relief time during the first half of the working day, and a fifteen (15) minute duty-free paid relief time during the second half of the working day.
- B. Overtime must first be offered to the Employee who performs the work on a regular basis.
1. An Employee shall receive overtime payment at the rate of one and one-half (1-1/2) times her regular rate of pay for all approved time worked:
 - a. in excess of seven and one-half (7-1/2) hours in any one day.
 - b. on Saturday, (or the sixth day of the work week) regardless of total hours worked during the week.
- For purposes of this paragraph, a holiday or any day accumulated in the Employee's leave bank shall be considered a day worked.
2. Hours worked on holidays will be paid at triple time. Hours worked on Sundays (or the seventh day of the work week) will be paid at double time.
 3. Compensatory time in lieu of payment shall be on the basis of over-time provisions as stated in this Article. The Employee shall be given the choice of taking compensatory time or overtime pay as described in this Article. Compensatory time or hours worked shall be at the applicable overtime rate.

The compensatory time must be taken within four pay periods. Compensatory time worked must be recorded on the employee time card for the time period worked. Compensatory time taken must be recorded on the employee time card when taken. If compensatory time is not taken, the employee shall notate a time card to receive over-time pay.
 4. When an Employee is requested to work overtime she is guaranteed one (1) hour of pay at one and one-half (1-1/2) times her regular rate of pay.
 5. When an Employee is requested to work on a day other than a normal work day she is guaranteed a minimum of three (3) hours pay at established overtime rates.
 6. If an Employee accepts a position whose normal five (5) day schedule includes Saturday and/or Sunday, she shall receive regular pay for the hours on Saturday and/or Sunday, but shall receive overtime pay at Saturday rates for work on the first day following the five (5) day schedule and overtime pay at Sunday rates for work on the second day following the five (5) day schedule.
- C. 1. When the College determines that it is appropriate, an Employee may be offered employment on a four (4) day schedule, 37.5 hours, with a minimum of nine (9) hours daily. An Employee accepting this schedule waives her right to overtime pay except for hours worked in excess of those regularly scheduled. For the purpose of computing absences, vacations, sick days, etc, actual hours of absence shall be reported.
2. The four (4) day schedule for an Employee may be terminated by either party after thirty (30) days notice of such intent. Refusal of a present Employee to accept such an assignment shall not be the basis for disciplinary action. However, new positions may be created on a four (4) day schedule and employees accepting such positions may be required to continue on this schedule at the discretion of the Employer.

ARTICLE XI HOURS OF WORK AND OVERTIME (CONCLUDED)

- C. 3. During recesses in the instructional schedule, the College may revert four (4) day Employees to the regular five (5) day work schedule.
4. Any time a work week is reduced by a holiday(s), the Employee shall have her work week reduced by 7.5 hours per holiday that week.
5. All schedules for four (4) day employment are to be filed with the Human Resources Office by the employee's immediate supervisor in advance.

ARTICLE XII LEAVES OF ABSENCE

A. Childbirth, Childcare, Adoption, and Foster Care Leaves

1. Upon written request (thirty (30) days in advance) a Childbirth, Childcare, Adoption, or Foster Care Leave for a period of up to one (1) year shall be granted.
 - a. During the first twelve (12) week period of leave, the College may cover the position with non-bargaining-unit personnel not hired on a continuous basis. The employee shall retain the right to return to the same position during this time and shall notify the Director of Personnel Services of intent to return to work and expected date of return.
 - b. After twelve (12) weeks, vacancies created by a leave under this article shall be posted and filled consistent with the provisions of Article VII.
2. An Employee on a leave under this article which exceeds twelve (12) weeks shall advise the Director of Personnel Services of intent to return-to-work thirty (30) calendar days prior to the expected date of return. Upon receipt of such notification, the Director of Personnel Services will notify the Employee of any vacant positions within current classification for which the Employee qualifies and must bid, along with vacancies in other classifications for which the Employee may bid. If no vacancy exists by the date of return from a leave under this article, the Employee shall be deemed unemployed, but the Employee's bidding rights and obligations shall continue.
3. It is agreed that when an Employee on Medical Leave because of pregnancy (Article XII.C.) requests and is granted a leave under this article (XII.A.) which commences immediately following the Medical Leave:
 - a. the temporary job posting (referred to in Article XII.C.) will continue in effect during the first twelve (12) weeks of the leave (Article XII.A.) and
 - b. the Employee who bid on a temporary basis (referred to in Article XII.C.) shall be deemed to hold a permanent bid if the Employee on Child Care Leave does not return by the expiration of the twelve (12) week period.

ARTICLE XII LEAVES OF ABSENCE (CONTINUED)

B. Illness in the Immediate Family

An Employee shall be granted a non-compensable Illness in the Immediate Family Leave not to exceed one calendar year. The Employee must submit the request in writing along with a Doctor's Verification of Confinement to the Director of Personnel Services. The College shall have the right to verify such medical reasons. (The term "Immediate Family" shall mean parents, grandparents, brothers, sisters, child of the Employee or the Employee's spouse, grandchildren or other person who is domiciled with the Employee.) The returning Employee shall advise the Director of Personnel Services thirty (30) days prior to the time she expects to return to College employ unless the requested leave is sixty (60) calendar days or less. The Employee shall retain the right to return to the position that she left to a maximum of one (1) year. The College will not be obligated to fill the position permanently, but may cover the position with non-bargaining-unit personnel not hired on a continuing basis.

An Employee on leave of absence for Illness in the Immediate Family which prevents the Employee from giving sufficient notice may, upon mutual agreement between the Employer, the Employee, and the Union, be employed on a part-time basis until the position is filled, but not to exceed thirty (30) working days. The acceptance of part-time status by an Employee for the Employer other than here specified (or in XII.F.) shall mean termination of her full-time status.

C. Medical/Worker's Compensation

An Employee shall be granted a Medical/Workers' Compensation leave of absence upon submission of a physician's verification that the leave is necessary.

This Medical/Workers' Compensation leave would terminate after a return to work notice or recovery statement has been filed in the Human Resource Office. If the Employee remains disabled beyond sixty (60) days, the Employee shall retain the right to return to the position that she left up to a maximum of one (1) calendar year and such position will be filled by a temporary job posting. The Employee receiving the temporary job shall hold such job subject to being removed from the job in the event the Employee on leave returns at any time during the year. If the Employee on Medical Leave does not return during one year, the Employee who bid on a temporary basis shall be deemed to hold a permanent bid. If the Employee on Medical Leave returns within the year, the Employee who bid on the temporary job posting shall be removed from the job and shall exercise bumping rights in accordance with Article VI.D. The Employer will continue to pay the cost of Blue Cross-Blue Shield during the period of a medical leave up to a maximum of one (1) year but this time limit may be extended by mutual agreement.

D. Military Leave

Employees who are inducted or who volunteer into the Armed Services will be granted non-compensable leaves in conformance with conditions established by Federal and State Laws including Accumulation of Seniority.

E. Personal Matters Leave

An Employee may be granted a non-compensable Personal Matters Leave of absence for a specific length of time not to exceed sixty (60) calendar days, when recommended by the Immediate Supervisor and approved by the Director of Personnel Services. If the Employee's request for a Personal Matters Leave is recommended by the Immediate Supervisor and subsequently denied by the Director of Personnel Services, such denial will be subject to the grievance procedure. The Employee's position may be covered by Temporary Assignment or by part-time help.

ARTICLE XII LEAVES OF ABSENCE (CONCLUDED)

F. Education Leave

An Employee may be granted a non-compensable Education leave of absence not to exceed one (1) calendar year. The Employee must submit the request in writing along with a statement of educational pursuit to the Director of Personnel Services. The returning Employee shall advise the Director of Personnel Services thirty (30) days prior to the time she expects to return to College employ, along with verification of attendance while on leave. Upon return the Employee must bid for the first open position within her classification for which she qualifies or may bid for any open position of another classification. She shall be considered along with permanent status employees with complete regard to seniority and qualifications. Should a vacancy not exist by the date of return from leave, the Employee shall be deemed unemployed, but the Employee's bidding rights and obligations shall continue. An Employee on Education Leave may be employed on a part-time basis for a period not to exceed thirty (30) working days. The acceptance of part-time status by an Employee for the Employer other than here specified (or in XII.B.) shall mean termination of her full-time status.

G. Union Representation

One Employee elected or appointed to an Office with the Union representing this Bargaining Unit may, following a written request of the Union to the Director of Personnel Services, be granted a non-compensable Union Representation leave of absence. The returning Employee shall advise the Director of Personnel Services thirty (30) days prior to the time she expects to return to College employ. Upon return, the Employee must bid for the first open position within her classification for which she qualifies or may bid for any open position of another classification. She shall be considered along with permanent status Employees with complete regard to seniority and qualifications. Should a vacancy not exist by the date of return from leave, the Employee shall be deemed unemployed, but the Employee's bidding rights and obligations shall continue.

H. Permissive Leave of Absence

A non-compensable Permissive Leave of Absence may be granted for a period in excess of sixty (60) calendar days, but no more than one (1) calendar year. The Employee may return any time during the year. The returning Employee shall advise the Director of Personnel Services thirty (30) days prior to the time she expects to return to College employ and must bid for the first open position within her classification for which she qualifies or may bid for any open position of another classification. She shall be considered along with status Employees with complete regard to seniority and qualifications. Should a vacancy not exist by the date of return from leave the Employee shall be deemed unemployed but the Employee's bidding rights and obligations shall continue.

I. Short-Term Leave

A Short-Term Leave of Absence shall be a leave of absence which does not exceed sixty (60) calendar days; however, the employee may return any time during the sixty (60) day period. When a Short-Term Leave is granted, the Employee's position may be covered by a Temporary Assignment. Upon the Employee's return, she shall be restored to her original position.

J. Salary Adjustments

Upon her return from leave, the Employee shall be entitled to any general salary adjustments made to the Salary Schedule.

K. Seniority

Up to sixty (60) calendar days seniority shall accrue to those Employees on leave.

ARTICLE XIII COMPENSATED ABSENCES

The Employer shall provide pay for absences caused by personal illness, illness in the immediate family, bereavement, jury duty, and for personal business subject to the conditions and limitations of this Agreement. Each Employee shall be responsible for reporting her absences to her Immediate Supervisor according to established and published College procedures.

A. Absence Due to Illness

1. Each Employee shall be credited with one (1) day of sick leave for each month of employment for personal sickness or injury. There shall be a maximum of forty (40) accumulated sick days, except no Employee shall lose sick days accumulated prior to this Agreement.
2. Employees commencing work on or before the 15th day of the month will be granted a full day of sick leave; those beginning after the 15th, one-half (1/2) day.
3. Accumulated sick leave days may be used by the Employee to avoid loss of pay for absences due to personal illness or family emergencies. Family emergencies shall be construed as providing care for a member of the family when no other arrangements are possible not to exceed five (5) days per incident or ten (10) days per year.
4. A statement from a physician attesting to the Employee's ability to perform her duties fully may be required after an absence of five (5) consecutive days. Such statement must be sent to the Director of Personnel Services.

B. Bereavement Leave

An Employee will be allowed five (5) days Bereavement Leave (non-accumulative) when required in the case of death of an Employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother or grandfather. Bereavement Leave may be approved by the Employee's Immediate Supervisor in the event of death of an individual who is, by reason of marriage or long association with the Employee, considered to be the same as immediate family.

C. Personal Business Leave

An Employee shall be granted Personal Business Leave not to exceed three (3) days per year (non-accumulative). Absence with pay previous to and after College holidays and vacations will not be granted except in special cases when recommended by the Immediate Supervisor and approved by the appropriate Vice President.

An Employee beginning or terminating her employment at any time other than July 1, shall have her business leave days pro-rated for the period of employment.

D. Career Improvement

1. All Employees shall be permitted one (1) day to participate in a Unit approved workshop. The date of such workshop shall be subject to approval by the College President.
2. Professional Leave may be granted to Employees to attend professional meetings upon the approval of the President's Council Level Supervisor. Subject to budget limitations, expenses as approved in advance for this type of leave will be reimbursed to the Employee.

E. Jury Duty

An Employee who is required to perform jury duty shall receive the difference between the Employee's rate of pay and that paid for jury duty. The Employer shall have the opportunity to request the court to excuse the Employee from jury duty after consultation and agreement between the Director of Personnel Services and the Employee. This shall not be interpreted as a Leave of Absence.

ARTICLE XIV ACCIDENT AND SICKNESS LEAVE

- A. Beginning the first (1st) day of benefit under the Accident and Sickness policy (A & S), the Employee will be deemed to be on a short-duration health leave. This short-duration health leave would terminate: 1) after a return to work/notice of recovery statement has been filed or, 2) after sixty (60) days of benefit. Upon the Employee's return from short-duration health leave she shall be restored to her original position.
- B. If the Employee remains on A & S beyond sixty (60) days, she shall be deemed to be on a long-duration health leave beginning with the sixty-first (61st) day and the Employee's position will be saved subject to Article XII.C.

ARTICLE XV BENEFITS

The College agrees to meet with the Union before selecting an alternate carrier for comparable medical, dental, and optical insurance.

A. Medical Care Plan

1. Effective January 1, 1995, and each year thereafter the Board shall provide each employee with the following options in selecting health insurance coverage or a cash benefit in lieu of such coverage:
 - a. Michigan Blue Cross/Blue Shield Blue Preferred Provider Program (PPO) with a \$5 co-pay prescription drug rider;
 - b. Michigan Blue Cross/Blue Shield MVF-1 with Master Medical and \$1.25 or \$10 co-pay prescription drug rider at the employee's election (however, the Board's contribution for this option shall be limited to an amount equal to its combined contribution under option a., above, for an employee in the same status);
 - c. Health Alliance Plan (HAP); or
 - d. \$900 per year, payable in bi-weekly installments.
2. The coverage for which the Board will contribute under the foregoing may be, at the employee's option, protection for (1) self alone or (2) self and family, including only spouse and eligible children 19 years of age and under, or (3) group coverage for qualified children over 19 years of age with the additional premium charge for such coverage to be paid by the employee as a payroll deduction. However, the Board shall not be required to pay for two kinds of coverage for any employee, either as a subscriber or dependent. For newly enrolling employees, coverage shall begin after the prescribed waiting period of the provider selected.
3. Article XV.A. may be reopened at the request of either party in the event national health care reform adversely affects the benefits provided under it. However, the College shall not be obligated to bargain over proposals which would result in an increase in cost to it.

B. Life Insurance

1. The group insurance plan provided each Employee shall include Life Insurance at two (2) times the Employee's annual salary.
2. The insurance plan shall be incorporated and made a part of this Agreement.

ARTICLE XV BENEFITS (CONTINUED)

C. Disability Benefits

1. The Board shall continue to provide short-term Accident and Sickness insurance which provides weekly payments to equal 70% of salary.
A & S benefits will commence with the sixth day of sickness, the sixth (6th) day of accident, and the sixth (6th) day of hospitalization unless the Employee elects to use any or all accumulated sick leave. Benefits will continue through the thirteenth (13th) week or end of disability, whichever occurs first.
2. The Board shall continue to provide long-term disability insurance which will provide weekly payments equal to seventy percent (70%) of salary commencing with the fourteenth (14th) week of total disability and continuing for the period of total disability or age sixty-five (65), whichever comes first. During time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

D. Dental Insurance

The College shall provide Dental Insurance for all clerical Employees and their dependents who qualify giving benefits no less than Delta Dental's dental plan and orthodontic benefits with the fifty dollar (\$50) deductible. The non-orthodontic maximum per year per Employee and/or dependent for non-orthodontic benefits shall be one-thousand dollars (\$1,000.).

E. Optical Insurance

The College shall provide Optical Insurance for all clerical Employees and their dependents who qualify giving benefits no less than Eye Care Plan of America's optical plan as outlined in Appendix M and effective September 1, 1999.

F. Clerical Non-Contributory Investment Plan

An amount as determined by the following table shall be provided by the College for each clerical Employee covered by this Agreement:

<u>Years on College Payroll as a Full-time Employee</u>	<u>Percent of Base Salary</u>
3rd year	2%
4th year	3%
5th year	4%
6th and each succeeding year	5%

G. Travel Insurance

The group insurance plan for approved College travel shall be provided each Employee through the College Insurance Carrier and shall be incorporated and made a part of this Agreement.

H. Workers Compensation

Each Employee shall be covered by the applicable Workers' Compensation Laws. In the event an Employee is entitled to benefits under the Workers' Compensation Act, the balance of the Employee's weekly earnings not covered by Workers' Compensation shall be covered by the Employee's accumulated sick leave pay allowance.

ARTICLE XV BENEFITS (CONCLUDED)

I. Tuition Waiver

Effective Summer, 1990, semester, the Board shall provide bargaining unit members and their dependents with a waiver of tuition for all Macomb Community College credit classes but not registration and course related fees.

J. Tuition Reimbursement

A sum of money not to exceed two thousand dollars (\$2,000) per year shall be provided by the College to reimburse employees for the cost of tuition for credit courses taken at accredited institutions of higher education and which are successfully completed. Upon proof of satisfactory completion of a course, tuition will be reimbursed up to a maximum of one hundred twenty-five dollars (\$125) per contract year, per employee. At the end of each contract year, any balance in the tuition fund will be prorated and paid only to Employees who have successfully completed higher education classes outside of MCC and who have exceeded one hundred twenty-five dollars (\$125) in tuition payments for the contract year. These funds may be requested and funds encumbered upon proof of registration. Tuition reimbursement will not be made to Union members who were not employed at the beginning or end of the semester for which tuition is being requested.

A complete list of tuition fund requests, payments, and fund balance will be provided to the Union no later than September 30th of each contract year.

K. Accidental Death and Dismemberment Insurance -- Non-Contributory

The employer shall provide accidental death and dismemberment insurance in the amount of five thousand dollars (\$5,000). Upon the attainment of age sixty-five (65), and every five (5) years thereafter, the amount of accidental death and dismemberment insurance will be reduced by thirty-three percent (33%) of the amount in force. Such reductions shall become effective on the date of the change in age.

L. Continuation of Coverage

Employees on Medical Leaves shall be provided with dental, optical, and health insurance coverages as described during the period of a health leave up to a maximum of one (1) year, however, this time limit may be extended by mutual agreement.

Employees on Childbirth, Childcare, Adoption, Foster Care, or Illness in Immediate Family Leaves shall be provided with dental, optical and health insurance coverages as described above for twelve (12) weeks.

ARTICLE XVI HOLIDAYS - VACATION

A. Holidays There shall be ten (10) paid holidays each year.

1. The following day or days legally celebrated shall be considered as paid holidays:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Friday following Thanksgiving	Day before Christmas Day
Christmas Day	Day before New Year's Day

2. Whenever State or Federal Statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

ARTICLE XVI HOLIDAYS - VACATION (CONCLUDED)

B. Vacations

1. An Employee will earn credit toward vacation with pay in accordance with the following schedule, based upon continuous service:

Employees commencing work on or before the 15th day of the month shall be granted one (1) full day of vacation; those after the 15th, one-half (1/2) day.

<u>Continuous Service</u>	<u>Monthly Credit</u>	<u>Anniversary Credit</u>	<u>Annual Maximum Credit</u>
Up to one (1) year	1	0	12
One (1) year up to and including 3 (three) years	1	2	14
After three (3) years up to and including five (5) years	1-1/4	2	17
After five (5) years up to and including six (6) years	1-1/2	2	20
After six (6) years	1-1/2	4	22

2. Generally, vacations should be scheduled during the months of June, July, and August. However, if the operation of a department is not impaired, and upon approval of the Immediate Supervisor, any month may be selected.
3. If a holiday falls within a regularly scheduled vacation period, that day shall not be deducted from the Employee's vacation bank.
4. If an Employee becomes hospitalized or totally disabled and presents a physician's statement that she was under care of a duly licensed physician during her vacation, she may submit an amended Report of Absence charging the days to her sick bank and reschedule her vacation at a later date. In the event the disability continues for an extended period of time, the Employee may terminate her employment or request a medical leave of absence. Upon her termination or commencement of long duration leave, she will be paid for any accumulated vacation days earned.
5. If an Employee is laid off, retired, or terminates employment, she shall receive any unused vacation credit including that accrued in the current calendar year.
6. Vacation days must not be taken before they are earned.
7. With scheduling approved by Immediate Supervisor, employees are expected to use vacation days earned through June 30th of any fiscal year prior to July 1st of the following year.
8. Vacation days will be earned but may not be taken during probation.

- C. Payroll checks issued during individual vacation periods may be handled in one of the following ways, as requested by the Employee:

1. Held in the Financial Services Office for the Employee or her designated representative.
2. Mailed to an address submitted to the Director of Financial Services on or before the scheduled vacation period.
3. Deposited to the Employee's bank account (a mail deposit slip must be furnished to the Director of Financial Services on or before the scheduled vacation period).

ARTICLE XVII TEN MONTH EMPLOYEES

Employees may be hired for a ten (10) month work period with full benefits and conditions of this Agreement, with the following exceptions.

A. Compensation

1. Compensation for a ten (10) month Employee shall be based on the present salary schedule and shall be computed at the rate of 10/12ths of an annual salary.
2. Each ten (10) month Employee shall be given the option of receiving payment of salary over a ten (10) or twelve (12) month period.

B. Compensable Leave

Each ten (10) month Employee shall be credited with one (1) day of sick leave for each month of employment for personal sickness or injury. There shall be a maximum of sixteen (16) accumulated sick days, except no Employee shall lose days accumulated prior to this Agreement or prior to assignment to a ten (10) month position.

C. Holidays - Vacation

1. Holidays -- all holidays falling within the ten (10) month work period shall be considered as paid holidays.
2. Ten (10) month Employees will be expected to take vacation during the Christmas and Easter recesses. However, alternate periods may be scheduled with the approval of the Immediate Supervisor. Ten (10) month Employees will receive the same vacation benefits as twelve (12) month Employees, prorated.

D. Conditions of Employment

Specific months to be worked shall be posted on the Notice of Vacancy.

ARTICLE XVIII MISCELLANEOUS

- A. The Union will be permitted the use of school facilities for regular and special business meetings of the Union without charge, provided the Union makes application and conforms to all regulations as established.
- B. Designated bulletin boards, courier mail service, and reasonable telephone service shall be made available to the Unit.
- C. The Union shall have the use of office equipment.
- D. A budget allocation of at least two hundred and fifty dollars (\$250) each year will be provided the MCC Union for its regularly scheduled annual in-service training program.
- E. Copies of this Agreement shall be printed at the expense of the Employer and presented to all Employees now employed or hereinafter employed by the Board. The Union shall receive thirty (30) copies of the Agreement for their files.
- F. A standard operating procedures manual will be distributed to all Employees.
- G. Seniority lists will be provided to the Union Executive Board quarterly upon request.
- H. Facilities
 1. Lounges shall be provided for Union Employees. Each lounge shall be maintained and provide a comfortable, relaxing atmosphere including a separate area which is conducive to relaxation.
 2. The Board agrees to make available suitable restroom facilities on each floor where Employees must work.
 3. Employees will be provided adequate parking facilities apart from student facilities. Appropriate space provisions will be followed in assigning work stations.

ARTICLE XVIII MISCELLANEOUS (CONCLUDED)

I. Physician's Certification of Fitness to Work

The College may require an Employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, when the Vice-President of Human Resources or his designee has been given reason to believe that such Employee is suffering from physical and/or mental illness or disability sufficiently serious to impair her ability to fulfill properly the duties of her position, or when the Employee claims to be unable to perform assigned work because of illness or disability. The Employee shall have the right to appeal the findings of such examination and submit findings from a physician of her choice at her expense. If there is a dispute between the findings of the two (2) physicians, the Employee or the Employer shall have the right to request a third (3rd) examination. In the absence of a mutually agreeable specialist (agreeable to the Employer and the Employee), this examination shall take place at Henry Ford Hospital or the University of Michigan Hospital. The costs of this examination shall be shared equally by the College and the individual Employee. The results of this third (3rd) examination shall be binding upon the Employee, the Union, and the College.

ARTICLE XIX TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of July 1, 1999, and shall continue in full force until midnight, June 30, 2000.
- B. Either party may give written notice to the other of its desire to negotiate a new Agreement by no later than April 1, 2000, unless mutually agreed. Upon receipt of this notice, arrangements shall be made within thirty (30) days for negotiations to commence.
- C. Collective bargaining meetings between the Employer and the Union may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications to the Agreement but in no case shall these modifications or amendments become final until they have been ratified by the Employer and the Union.
- D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any terms of this Agreement.

ARTICLE XX RATIFICATION

The Union agrees to submit the Agreement to the Union membership for ratification by them.

SECRETARIAL AND CLERICAL EMPLOYEE PERFORMANCE REVIEW

Probationary/Trial Period

NAME _____

DUE DATE _____

POSITION _____

Probationary Employee 45 days 90 days

DEPARTMENT _____

Status Employee (trial period) 30 days 60 days

The clerical performance review process requires that all formal performance reviews will be made by the Immediate Supervisor directly responsible for the Employee's work. The Immediate Supervisor evaluating the Employee will conduct an interview with the Employee, in private, to discuss the performance review. If the Immediate Supervisor is not an Administrator, the appropriate Administrator shall review and sign the performance review.

For each factor being considered, check the box at the point which best indicates the performance of the person being reviewed. Consider each factor independently.

I Knowledge of Work Consider the extent to which the employee knows established procedures and knows when they do or do not apply; consider any technical knowledge of the job.

- Excellent** Has exceptionally thorough and detailed knowledge of job, including any technical knowledge required.
- Very Good** Well informed on job; questions are infrequent and pertinent; technical knowledge more than adequate.
- Acceptable** Has sufficient knowledge to perform job satisfactorily; adequate technical knowledge.
- Below Standard** Has limited knowledge of understanding of job requirements, or has difficulty following established procedures.

II Volume of Work Consider the amount of work completed. If difficult to measure, consider ability to organize work, working speed, the tendency to loiter on or away from job, and the extent to which work is kept on schedule.

- Excellent** Top producer; consistently turns out exceptional quality of work.
- Very Good** Works rapidly; volume exceeds standard for section; faster than average worker.
- Acceptable** Works at satisfactory speed; produces acceptable amount of work.
- Below Standard** Produces less than average; slow worker; improvement desirable.

III Quality of Work Consider the accuracy, thoroughness, neatness of work, attention to details and extent to which repetition of errors is avoided.

- Excellent** Rarely find errors in work; exceptionally accurate and thorough.
- Very Good** Neat, thorough, accurate worker; better than average.
- Acceptable** Meets required standards; reasonable number of errors.
- Below Standard** Work improving but needs careful checking and attention.

IV Dependability Consider the extent to which the employee without constant supervision can be counted on to follow instructions and established procedures and does his/her best to perform his/her duties and complete work.

- Excellent** Consistent maximum performance at all times. Capable of working completely on his/her own.
- Very Good** Industrious application to job; performance constant without close supervision.
- Acceptable** Close concentration on job, average amount of supervision required.
- Below Standard** Lacks application to job, or spends unproductive time away from desk; needs frequent supervision.

APPENDIX A PERFORMANCE REVIEW (CONCLUDED)

V Cooperation and Team Work * Consider willingness to work with and for others; ability and desire to work harmoniously with subordinates, associates and supervisors; and to help others such as assistance beyond regular or assigned duties.

- Excellent** Cheerful and friendly; promotes harmony and teamwork; unusual force for morale.
- Very Good** Interested in job, considers rights and feelings of others; good team worker; constructively helpful.
- Acceptable** Cooperates satisfactorily, willing team worker; accepts supervision; sets good example.
- Below Standard** Reluctant to cooperate or accept supervision.

VI Reaction to Emergencies, Peak Work Loads, and Changes * Consider the extent to which the employee willingly works at a high rate of production and extra hours when necessary; willingness to accept necessary changes in procedures, working conditions, personnel practices or Company policy.

- Excellent** Willing worker at top speed when and where needed even at personal inconvenience; quick to recognize advantages of and accept changes.
- Very Good** Works unusually hard to maintain production schedules; has cooperative attitude toward changes and adjusts quickly to new situations.
- Acceptable** Voluntarily puts forth extra effort when occasion demands; willingly goes along with changes and makes necessary adjustments.
- Below Standard** Increases output only when asked, or needs reminding to put forth extra effort for peaks, reluctant to make or accept changes.

Explanation of "Below Standard" Ratings

SUPERVISOR must review and comment on categories in which the employee is rated "below standard" in performance. Describe significant examples or work incidents which illustrate such performance, or have a bearing on performance, attitude, behavior, or other work characteristics. Be specific.

Overall Performance: Satisfactory Unsatisfactory

SIGNATURE OF SUPERVISOR

DATE

SIGNATURE OF EMPLOYEE*

DATE

*Indicates only that this performance review has been discussed with the evaluating supervisor and that the employee has received a copy of the same.

APPENDIX B DEFINITIONS

In the construction of the words used in this Agreement whenever the singular number is used it shall include the plural and whenever the feminine is used it shall include the masculine.

Added Positions: A position listed and defined on the Secretarial/Clerical/Special Skills Category Structure and Qualifications Chart.

Administrator: An Administrator shall mean any employee of the Board who is not a member of the Bargaining Unit and who holds an administrative position.

Agreement: The Agreement shall mean the 1993-96 Agreement between the Community College District of the County of Macomb and the Michigan Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2172.

Assignment: An assignment is the placement of an Employee in a position.

Permanent Assignment: A Permanent Assignment is the placement of an Employee in a permanent position through hiring, reclassification, transfer, promotion, or demotion.

Temporary Assignment: A Temporary Assignment is the placement of an Employee, as requested by the Director of Personnel Administration, in a position on a temporary basis not to exceed sixty (60) calendar days.

Bargaining Unit: The Bargaining Unit shall mean the Employee group as stated in Article I of the Agreement.

Board: The Board shall mean the Board of Trustees of the Macomb Community College.

Board's Representative: The Board's Representative shall mean a College Employee with the authority to speak and act for the Board of Trustees.

Categories: Categories shall mean the series by which all positions covered by the Bargaining Unit have been classified.

Category: A Category shall mean the designation of positions covered by the Bargaining Unit by grade within the series.

Category Structure: The Category Structure shall mean the ranking, by classification and requirements, of secretarial, clerical and special skills positions covered by the Bargaining Unit.

Classification: A Classification is the ranking of a position covered by the Bargaining Unit as the result of an evaluation of the position requirements.

Demotion: A Demotion shall mean a movement to lower paying classification.

District: The District shall mean the Community College District of the County of Macomb.

Eliminated Position: An Eliminated Position is a position that ceases to exist.

Employee: An Employee shall mean any person holding a full-time position covered by the Bargaining Unit.

Employee-at-Large: An "Employee-at-Large" shall mean either an Employee who has successfully bid on a position within the Bargaining Unit and who during the trial period is reverted to her former classification because of an unsatisfactory evaluation or an Employee who is assigned to "Employee-at-Large" status upon mutual agreement among the involved Employee, the College, and the Union.

Employer: The Employer shall mean the Board of Trustees.

Layoff: Layoff shall mean a reduction in the work force on a unit-wide basis--no individual shall be on layoff unless she shall have exhausted all of her rights under the "Bumping" Procedure.

APPENDIX B DEFINITIONS (CONCLUDED)

Management: Management shall mean College Employees with the delegated responsibility of operating the College within established policy. The word "administration" shall be interchangeable with management.

Moves: A Move shall refer to the promotion, demotion, or transfer of an Employee.

Part-Time Employee: A Part-time Employee shall mean a Secretarial-Clerical person hired to work no more than twenty (20) hours per week and who is not covered by the Bargaining Unit and receives no fringe benefits. Exceptions to the twenty (20) hour limit shall be made through the mutual agreement between the Employer and the Union.

Probationary Employee: A Probationary Employee shall mean an Employee during the first ninety (90) calendar days she works for the College.

Promotion: A Promotion is a movement to a higher paying classification.

Reclassification: A Reclassification shall mean a change in the classification level of a position covered by the Bargaining Unit.

Status Employee: A Status Employee shall mean an Employee who has received a satisfactory evaluation at the close of the probationary period and who has all rights of the Agreement.

Student Employee: A Student Employee shall mean a student at Macomb Community College currently enrolled and who is a part-time Employee of the College.

Supervisor: A Supervisor shall mean a College Employee with the authority to direct the work of Employees and who has the designated authority to recommend hiring, firing, or change the employment status of such Employees.

Temporary Employee: A Temporary Employee shall mean an Employee of the College who may work on a full or part-time basis for periods of not more than sixty (60) days, and who is not covered by the Bargaining Unit.

Temporary Layoff: A Temporary Layoff shall mean a short-term and limited termination of employment because of a lack of work caused by an act of God, or other reason beyond the control of the College, and in such instance the fifteen (15) day notice requirement and implementation of the Bumping Procedure shall not apply.

Transfer: A Transfer shall mean a movement of a position between departments on the same classification level.

Trial Period: A Trial Period shall mean the first sixty (60) days a status Employee works in a position for which she has successfully bid.

Union: American Federation of State, County and Municipal Employees, AFL-CIO, Local 2172.

Vice-President for Human Resources: The Vice-President for Human Resources shall mean that person to whom the Board has designated the responsibility for all Human Resource matters.

APPENDIX C

LETTER OF AGREEMENT
BETWEEN
MACOMB COUNTY COMMUNITY COLLEGE
AND

MACOMB COLLEGE ASSOCIATION OF OFFICE PERSONNEL

The Administration agrees that, for the term of the 1970-72 Agreement between the above parties, the following is beyond the scope of expected responsibilities for Employees covered by the MCAOP bargaining unit:

1. Employees will not administer or proctor exams or tests for an instructional area.
2. Employees will not set up class semester schedules.
3. Employees will not be expected to perform work that is of a private or personal nature.
4. Employees will not establish work priorities, except those Employees in Classifications 1, 2, or 3. (1985-88 CLASSIFICATIONS 3, 4, 5, AND 6).
5. Only the administrative or classified Supervisor, or the Employees in Classifications 1, 2, or 3, (1985-88 CLASSIFICATIONS 3, 4, 5, AND 6) will be responsible for and contacted concerning workloads and assignments. Pressure will not be exerted upon Employees as a result of the priority set by the Supervisor or authorized Employee, nor will the Employee's evaluation suffer as a consequence of his inability to reasonably meet the established priorities.
6. In Instructional Area offices the practices, established July 1, 1970 in Appendix A of the Agreement between the above parties of designating one full-time clerical position as the "lead" position when there is more than one full-time clerical position, shall continue.

NEGOTIATING TEAM FOR THE
BOARD OF TRUSTEES:

/s/ John C. Williams, Chief

/s/ Albert L. Lorenzo

/s/ Robert Shankie

MACOMB COLLEGE ASSOCIATION OF
OFFICE PERSONNEL NEGOTIATING TEAM:

/s/ Juanita S. Thorton, Chief

/s/ Vera Conway (President)

/s/ Margaret Milton

/s/ Judith Sawaya

DATED: October 20, 1970

APPENDIX D

LETTER OF AGREEMENT
BETWEEN
MACOMB COUNTY COMMUNITY COLLEGE
AND
MACOMB COLLEGE ASSOCIATION OF OFFICE PERSONNEL

Inasmuch as there is divergence of opinion as to the proper usage of certain internal punctuation marks, a limited degree of latitude in that area will be permitted to secretarial-clerical employees in the grading of shorthand transcription tests taken to establish or to maintain job skills' requirements. For the duration of this Agreement, these allowances will be made in the grading process:

1. No penalty will be assessed for misuse or the omission of commas, except that commas shall be required when necessary to separate individual items in compound subjects or verbs.
2. The person dictating the test shall identify the location of quotation marks, parentheses, colons, and semi-colons; no penalty shall be assessed for omission of these symbols if the location was not identified in the dictation.

The College agrees to use commercially recorded transcription test materials.

BOARD OF TRUSTEES NEGOTIATING TEAM	MACOMB COLLEGE ASSOCIATION OF OFFICE PERSONNEL NEGOTIATING OF TEAM
/s/ John R. Dimitry, President	/s/ Dorothy M. Miller, President
/s/ Edward J. Erskine, Chairman	/s/ Marge Milton, Chairman
DATE: October 17, 1972	

APPENDIX E

LETTER OF INTENT
BETWEEN
AFSC&ME LOCAL 2172
AND
MACOMB COMMUNITY COLLEGE

The parties hereby declare that a committee will be established for the purpose of developing a revised performance evaluation form for use by the College. Committee representation will include two bargaining unit representatives and two college representatives.

The present form will continue to be used until a revised form is mutually adopted.

for the Union:

/s/ Lena Myles

Dated: November 20, 1989

for the College:

/s/ Margaret A. MacTavish

APPENDIX F

Memorandum of Understanding
between
Macomb Community College
and
Local 2172 AFSC&ME

This memorandum will clarify the intent of Article XII. of the master agreement regarding the use of temporary services personnel (e.g. Kelly Services personnel) to cover a position while a member of the bargaining unit is on a leave of absence. The parties agree that the services of temporary services personnel may be engaged for that period of time in which the bargaining unit member retains the right to return to her position (up to 60 days in the case of a childcare, personal matters, or short-term leave; 1 year in the case of an illness in family or medical/worker's compensation leave). If the bargaining unit member elects not to return to her position at the expiration of the period, the position will then be filled by a posting pursuant to Article VII.B. I. unless, of course, the position is to temporarily not filled or permanently eliminated. Upon the expiration of the period, the services of temporary services personnel may be engaged for the position for only the time required for the filling of the position pursuant to a posting.

For the College:
/s/ Margaret MacTavish

For Local 2172, AFSC&ME:
/s/ Elaine Shinnaberry

DATED: 9/25/86

APPENDIX G

Memorandum of Understanding
between
Macomb Community College
and
Local 2172, AFSC&ME

The parties agree that under the classification system of Article IX. of the master agreement the assignment of an employee to more than one administrator and/or supervisor does not necessarily entail an increase in the responsibility and complexity of the duties associated with the employee's position and therefore does not necessarily mean the employee's position should be classified at a higher level.

For the Union

/s/ Elaine Shinnaberry
President, Local 2172

For the College:

/s/Margaret MacTavish
Director of Human Resource Management

Dated: 9/23/86

APPENDIX H

SETTLEMENT AGREEMENT
BETWEEN
AFSC&ME Local 2172 and MACOMB COMMUNITY COLLEGE

The College and the Union agree to the following which represents full settlement of grievance S-3-86:

Job vacancy interviews will be conducted on a one-to-one basis between the appropriate administrator and the most senior qualified bidder (Levels 1 - 4) bidders (Levels 5 and 6).

If the administrator elects to have an additional person present during the interview, a Union representative will also be present.

For the Union:

/s/ Elaine Shinnaberry

For the College:

/s/ M. MacTavish

Dated: 7/23/86

APPENDIX I

LETTER OF AGREEMENT
BETWEEN
AFSC&ME 2172 (CLERICAL) BARGAINING UNIT
AND MACOMB COMMUNITY COLLEGE

It is mutually agreed that Lois Murray, President, AFSC&ME Local 2172, is authorized to use 2 days per year release time for conduct of duties pursuant to her position as President of Local 2172.

For the Union:

/s/ Karen Warner

AFSC&ME council Representative

For the College:

/s/Margaret MacTavish

Dir of Human Resource Management

Dated: May 16, 1994

SECRETARIAL/CLERICAL SKILL

CATEGORY STRUCTURE AND QUALIFICATIONS CHART

1	2	3	4	5	6
REQUIRED EXPERIENCE None Jr. Clerk Typ 40	REQUIRED EXPERIENCE 1 year related Secretary Typ 50 Switchboard/Clerk Typ 50 Clerk Typ 50	REQUIRED EXPERIENCE 2 years secretarial Secretary Typ 50 Shd 80 Benefits Secy Typ 50 Shd 80 REQUIRED EXPERIENCE 2 years related Switchboard/Clerk Typ 50 Clerk Typ 50	REQUIRED EXPERIENCE 3 years secretarial Secretary Typ 50 Shd 80 Recording Secy Typ 50 Shd 100 Benefits Secy Typ 50 Shd 80 REQUIRED EXPERIENCE 3 years related Information Processing Specialist Typ 50 Qualifications: WPS 1, 2, & 3 3 years experience—6months VDT/CRT applications Administrative Asst. Typ 50 Clerk Typ 50	REQUIRED EXPERIENCE 4 years secretarial Secretary Typ 50 Shd 80 Recording Secy Typ 50 Shd 100 Benefits Secy Typ 50 Shd 80 REQUIRED EXPERIENCE 4 years related Administrative Asst. Typ 50 Clerk Typ 50	REQUIRED EXPERIENCE 5 years secretarial Administrative Secy Typ 50 Shd 80 Benefits Secy Typ 50 Shd 80 REQUIRED EXPERIENCE 5 years related Administrative Asst. Typ 50
REQUIRED EXPERIENCE None Knowledge and Skills to Operate Machines and Perform Duties in Function of the Job	REQUIRED EXPERIENCE 1 year related Knowledge and Skills to Operate Machines and Perform Duties in Function of the Job Accounting Clerk Cashier Bookkeeping Clerk Copy Center Operator Data Control Clerk	REQUIRED EXPERIENCE 2 years related Knowledge and Skills to Operate Machines and Perform Duties in Function of the Job Accounting Clerk Cashier Bookkeeping Clerk Copy Center Operator Data Control Clerk Payroll Clerk Statistician	REQUIRED EXPERIENCE 3 years related Knowledge and Skills to Operate Machines and Perform Duties in Function of the Job Accounting Clerk Cashier Bookkeeping Clerk Copy Center Operator Data Control Clerk Payroll Clerk Statistician	REQUIRED EXPERIENCE 4 years related Knowledge and Skills to Operate Machines and Perform Duties in Function of the Job Accounting Clerk Cashier Bookkeeping Clerk Copy Center Operator Data Control Clerk Payroll Clerk Statistician	REQUIRED EXPERIENCE 5 years related Knowledge and Skills to Operate Machines and Perform Duties in Function of the Job Accounting Clerk Cashier Bookkeeping Clerk Copy Center Operator Data Control Clerk Payroll Clerk Statistician

SECRETARIAL

CLERICAL

SPECIAL SKILLS

NOTE: ALL POSITIONS WITHIN THE BARGAINING UNIT MAY BE REQUIRED TO USE WORD PROCESSING AND COMPUTER PERIPHERAL EQUIPMENT

APPENDIX K SALARY RANGES - 1999-2000

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
0	\$18,205	\$19,562	\$20,923	\$22,278	\$23,640	\$25,084
1	\$18,465	\$19,833	\$21,202	\$22,568	\$23,940	\$25,464
2	\$18,722	\$20,102	\$21,484	\$22,859	\$24,241	\$25,848
3	\$18,981	\$20,373	\$21,764	\$23,151	\$24,542	\$26,232
4	\$19,241	\$20,640	\$22,044	\$23,441	\$24,842	\$26,614
5	\$19,502	\$20,910	\$22,323	\$23,731	\$25,141	\$26,997
6	\$19,760	\$21,180	\$22,604	\$24,021	\$25,443	\$27,381
7	\$20,019	\$21,450	\$22,883	\$24,311	\$25,744	\$27,763
8	\$20,280	\$21,720	\$23,163	\$24,602	\$26,044	\$28,148
9	\$20,538	\$21,988	\$23,445	\$24,892	\$26,345	\$28,530
10	\$20,798	\$22,260	\$23,723	\$25,182	\$26,645	\$28,913
11	\$21,057	\$22,528	\$24,003	\$25,472	\$26,945	\$29,297
12	\$21,317	\$22,799	\$24,284	\$25,762	\$27,248	\$29,680
13	\$21,576	\$23,068	\$24,564	\$26,054	\$27,547	\$30,062
14	\$21,837	\$23,337	\$24,844	\$26,345	\$27,849	\$30,445
15	\$22,093	\$23,607	\$25,126	\$26,635	\$28,149	\$30,829
16	\$22,353	\$23,877	\$25,403	\$26,926	\$28,449	\$31,213
17	\$22,613	\$24,146	\$25,683	\$27,216	\$28,751	\$31,594
18	\$22,873	\$24,416	\$25,962	\$27,507	\$29,051	\$31,978
19	\$23,132	\$24,685	\$26,244	\$27,795	\$29,352	\$32,361
20	\$23,392	\$24,956	\$26,525	\$28,085	\$29,652	\$32,743
21	\$23,651	\$25,225	\$26,803	\$28,376	\$29,953	\$33,127
22	\$23,910	\$25,495	\$27,085	\$28,667	\$30,254	\$33,510
23	\$24,170	\$25,762	\$27,363	\$28,959	\$30,554	\$33,894
24	\$24,429	\$26,035	\$27,643	\$29,249	\$30,855	\$34,275
25	\$24,688	\$26,303	\$27,924	\$29,539	\$31,155	\$34,659
26	\$24,947	\$26,572	\$28,205	\$29,830	\$31,455	\$35,043
27	\$25,207	\$26,843	\$28,483	\$30,119	\$31,758	\$35,425
28	\$25,465	\$27,112	\$28,765	\$30,409	\$32,057	\$35,808

TENTATIVE AGREEMENT
Between
MACOMB COLLEGE
and
AFSCME, Local 2172

ARTICLE X COMPENSATION

A. For the 2000-2001 contract year, the salary levels, ranges (minimums and maximums), and steps shall be as set forth in Appendix K. For the 2000-2001 contract year, the figures in effect for the 1999-2000 contract year shall be increased at the same rate as the percentage increase in the CPI, as determined by B. below, within a range of no less than 2.5% and no more than 5.5%. For the year 2000-2001, this calculation results in a percentage increase of 2.5%

B. Same

C. Same

D. Except as provided in E. below, each bargaining unit employee who was hired June 30, 2000, or prior, shall move up one step at the beginning of the contract year, July 1, 2000

E. If prior to increase on July 1, 2000, an employee's salary exceeds the salary figure shown on the 1999 - 2000 salary schedule at his/her step for the coming year, the employee shall not receive the salary shown on the schedule for the coming year. Instead, that employee's salary will be increased by the following factor:

$$2000-2001 \text{ salary} = 1999-2000 \text{ salary times } 1.025 (2.5\%)$$

F. Same

G. Same

H. Same

All terms of the July 1, 1999 - June 30, 2000 Agreement shall continue in effect except as changed by this agreement.

For the Union:

Kathie Sherrill
Kathie Sherrill

10/27/00
Date

For the College:

Margaret A. MacTavish
Margaret A. MacTavish

10/27/2000
Date

00-01 Salary Range Worksheet FIFTH TRAD CALC

Traditional calculation method @ 2.50%

	MAX	MIN	DIFF	STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
	\$26,102	\$27,790	\$29,484	\$31,169	\$32,858	\$36,703				
	\$18,660	\$20,051	\$21,446	\$22,835	\$24,231	\$25,711				
	\$18,927	\$20,329	\$21,732	\$23,132	\$24,539	\$26,101				
	\$19,190	\$20,605	\$22,021	\$23,430	\$24,847	\$26,494				
	\$19,456	\$20,882	\$22,308	\$23,730	\$25,156	\$26,888				
	\$19,722	\$21,156	\$22,595	\$24,027	\$25,463	\$27,279				
	\$19,990	\$21,433	\$22,881	\$24,324	\$25,770	\$27,672				
	\$20,254	\$21,710	\$23,169	\$24,622	\$26,079	\$28,066				
	\$20,519	\$21,986	\$23,455	\$24,919	\$26,388	\$28,457				
	\$20,787	\$22,263	\$23,742	\$25,217	\$26,695	\$28,852				
	\$21,051	\$22,538	\$24,031	\$25,514	\$27,004	\$29,243				
	\$21,318	\$22,817	\$24,316	\$25,812	\$27,311	\$29,636				
	\$21,583	\$23,091	\$24,603	\$26,109	\$27,619	\$30,029				
	\$21,850	\$23,369	\$24,891	\$26,406	\$27,929	\$30,422				
	\$22,115	\$23,645	\$25,178	\$26,705	\$28,236	\$30,814				
	\$22,383	\$23,920	\$25,465	\$27,004	\$28,545	\$31,206				
	\$22,645	\$24,197	\$25,754	\$27,301	\$28,853	\$31,600				
	\$22,912	\$24,474	\$26,038	\$27,599	\$29,160	\$31,993				
	\$23,178	\$24,750	\$26,325	\$27,896	\$29,470	\$32,384				
	\$23,445	\$25,026	\$26,611	\$28,195	\$29,777	\$32,777				
	\$23,710	\$25,302	\$26,900	\$28,490	\$30,086	\$33,170				
	\$23,977	\$25,580	\$27,188	\$28,787	\$30,393	\$33,562				
	\$24,242	\$25,856	\$27,473	\$29,085	\$30,702	\$33,955				
	\$24,508	\$26,132	\$27,762	\$29,384	\$31,010	\$34,348				
	\$24,774	\$26,406	\$28,047	\$29,683	\$31,318	\$34,741				
	\$25,040	\$26,686	\$28,334	\$29,980	\$31,626	\$35,132				
	\$25,305	\$26,961	\$28,622	\$30,277	\$31,934	\$35,525				
	\$25,571	\$27,236	\$28,910	\$30,576	\$32,241	\$35,919				
	\$25,837	\$27,514	\$29,195	\$30,872	\$32,552	\$36,311				
	\$26,102	\$27,790	\$29,484	\$31,169	\$32,858	\$36,703				

T/A
M McDonald
10/27/2000
Keari
10/27/00

APPENDIX L **FAMILY MEDICAL LEAVE REQUEST FORM**

FAMILY MEDICAL LEAVE ACT

Employees requesting leave of absence under Macomb's Family Medical Leave Act Policy must complete this request form at least 30 days prior to the date of the requested leave of absence or with as much prior notice as practical given individual circumstances.

Employee Name: _____

Social Security Number: _____

Position: _____

Department/Classification: _____

Family/Medical Leave is requested due to:

_____ Serious health condition rendering me unable to perform my job

_____ My need to care for my spouse, child or parent related to their serious health condition

_____ The birth of my child, the placement/adoption/foster care of a child

(Please attach appropriate documentation)

Start date of requested leave: _____

End date of requested leave: _____

Intermittent or reduced schedule requested:

EMPLOYEE'S ACKNOWLEDGEMENT:

I understand that where my request for Family-Medical Leave is related to the serious health condition of myself or my spouse, parent, or children that I will be required to provide appropriate medical certification verifying the basis of this leave request. I also understand that prior to returning to work where the leave request is related to my own medical leave, I will have to present a doctor's statement certifying my ability to return to work. Such medical certification may also be required at reasonable intervals during the course of my leave of absence request.

Employee Signature: _____

Date: _____



Eye Care Plan of America (ECPA) is a leading vision care provider delivering vision care benefits to more than 10 million Americans, including many Fortune 500 companies.

✦ Choice & Easy Access ✦

Members call the ECPA Provider Locator toll-free any time and choose from a list of optometrists, ophthalmologists and opticians and in more than 8,000 conveniently located independent practice and retail store locations. Members simply present their card to ECPA Providers for fast, paperless authorization of benefits with ECPA's automated system. *It's that simple!*

✦ Real, Repeatable Savings ✦

ECPA Providers agree to Preferred Pricing that is significantly below retail. This means greater value when members apply their scheduled benefits and real, repeatable savings after insured benefits are exhausted. Members always save (up to 40% and more) anytime they present their card *regardless of how much or how frequently they use their savings benefit.*

✦ Laser Vision Correction ✦

A network of some of the nation's most highly qualified laser vision correction surgeons is available to all ECPA members. Each surgeon is board-certified in ophthalmology and has performed more than 1,000 successful laser vision correction procedures. ECPA members receive 20% savings on PRK and LASIK, not to exceed \$1,500 per eye – a savings value of \$400-\$1,000 per eye!

Vision Plan Benefit Summary

Vision Exam: Each member is entitled to a comprehensive vision examination by a qualified ECPA Provider.

Covered in full every 12 months

Lens Benefit: A choice of glass or plastic (CR39) lenses in single vision, and bifocal or trifocal (FT 25-35, Executive); oversize lenses; and all ranges of prescriptions.
Single Vision Lenses (pair) covered in full
Bifocal Lenses (pair) covered in full
Progressive Lenses \$59 allowance
Trifocal Lenses(pair) covered in full

Frequency: Every 12 months

Exam Co-Payment: \$ 10

Frame Benefit: Members may choose any frame that retails for \$110 or less as a standard benefit. In addition, members may choose a frame that retails for more than \$110 and pay only the difference at ECPA's Preferred Price.

Frequency: Every 24 months

Contact Lens Benefit: Members may apply a \$100 allowance toward contact lenses *in lieu of the frames and spectacle lenses benefit.* This allowance may not cover a separate contact lens professional fitting fee.

Frequency: Every 24 months

Materials Co-Payment: \$ 20

Out of Plan Reimbursement: Best value is available from ECPA Providers. However, members may go to non-Plan providers, pay their provider and be reimbursed according to the following schedule.

Vision examination	\$25
Single Vision Lenses (pair)	\$20
Bifocal or Progressive Lenses (pair)	\$30
Trifocal Lenses (pair)	\$40
Frames	\$30
Contact Lenses	\$50

Reimbursement is provided upon receipt of the member's group number (listed on the membership card), the original full itemized invoice and a copy of the prescription.

Limitations & Exclusions

This is a primary vision care benefit and is intended to cover only eye examinations and corrective eyewear. Medical or surgical treatment of eye disease or injury is not provided under this plan. Coverage may not exceed the lesser of actual cost of covered services and materials or the limits of the policy.

Covered Materials that are lost or broken will be replaced only at normal service intervals indicated in the Plan Design; however, these materials and any items not covered below may be purchased at Preferred Pricing from an ECPA Provider. In addition, benefits are payable only for expenses incurred while the Group and individual Member coverage is in force.

ECPA will not cover:

- Orthoptics or vision training and any supplemental testing; Plano (non-prescription) lenses; or two pair of eyeglasses in lieu of bifocals or trifocals.
- Medical or surgical treatment of the eyes.
- An eye exam or corrective eye wear required by an employer as a condition of employment
- Any injury or illness covered under Workers' Compensation or similar law, or which is work related.

- Plain or prescription sunglasses or tinted lenses, and no-line bifocals and blended lenses.
- Sub-normal vision aids.
- Services rendered or materials purchased outside the U.S. or Canada, unless: the insured resides in the U.S. or Canada, and the charges are incurred while on a business or pleasure trip.
- Charges in excess of Usual and Customary for services and materials.
- Experimental or non-conventional treatments or devices.
- Safety eyewear.
- Spectacle lens styles, materials, treatments or "add-ons" not shown in the Schedule of Benefits.

ECPA's Laser Vision Correction Network

ECPA membership provides access to ECPA Preferred Pricing. Transactions are handled directly between Members and Providers. Refractive surgery is an elective procedure and may involve potential risks to patients. ECPA cannot and does not guarantee the outcome of any refractive surgical procedure or a total elimination of the need for glasses or contacts.

How ECPA Select Works

1. Call the ECPA Provider Locator to find a provider near you — (800) 843-3272
2. Schedule an appointment with your ECPA Provider, identifying yourself as an ECPA member.
3. Present your ECPA card for Easy Access to your benefits at your ECPA Provider. No paperwork is involved; you simply pay your co-payment and any expenses that are not covered.

For information on laser vision correction surgeons in your region, please visit ECPA's website at www.ecpa.com or call (800) 843-3272. Call an ECPA Surgeon directly for more information and to schedule an appointment. Identify yourself as an ECPA member and present your ECPA membership card at the time of appointment to receive your savings.

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