

6/30/2001

MASTER AGREEMENT

July 1, 1998 - June 30, 2001

BETWEEN
THE

**BOARD OF TRUSTEES
AND
MONTCALM COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION - MEA/NEA**

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AGREEMENT

This Agreement is entered into effective July 1, 1998, by and between the Board of Trustees of Montcalm Community College, hereinafter called the "Board" or "Administration", and the Montcalm Community College Educational Support Personnel Association-MEA/NEA, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

Section 1.1

The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time accounting assistant, accounting clerk, accounts payable/payroll manager, administrative assistant, assistant to the Director of Accounting, bookstore assistant, book store manager, business & industry assistant, career and employment resource coordinator, cashier/secretary, clerk/typist, COPE supervisor, custodial, enrollment services assistant, financial aid assistant, financial aid specialist, information support specialist, instructional service assistant, Ionia center coordinator, library assistant, maintenance, network manager, pc/network specialist, recreation assistant, secretarial, student services activities coordinator, switchboard/receptionist, and telecommunications specialist employees and all regularly scheduled part-time accounting clerk, COPE assistant, information support specialist, and secretarial employees but excluding student employees (work-study), supervisors, personnel and benefits manager and all others.

Section 1.2

As a condition of employment, anyone covered by this Agreement must, at the conclusion of his/her probationary period, become a member of the Association or pay a fee equal to the total dues of the Association. This amount shall be submitted to the Association Treasurer who in turn shall submit the Association fees to a Scholarship Fund. The Scholarship Fund shall be called the Association Scholarship Fund. It shall be administered by a joint committee composed of three (3) Association members and two (2) persons designated by the Administration. The failure of an employee covered by this Agreement to comply with either of the above choices shall result in dismissal of such employee. The Association shall indemnify and hold the Board harmless from any and all damages, judgments, and costs that it may incur in following this provision.

ARTICLE 2

BOARD AND ADMINISTRATION RIGHTS

Section 2.1

It is recognized that Michigan law makes the Board legally responsible for the operation of Montcalm Community College in all respects. In meeting such responsibilities, the Board acts through its Administrative staff. Such responsibilities include the establishment of educational policy; the construction or acquisition and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, promotion and termination of employment of staff members; and the establishment and revision of rules pertaining to the conduct of staff members.

Section 2.2

Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

Section 3.1

Pursuant to the Michigan Public Employment Relations Act, (PERA), the Board hereby agrees that every employee of the College shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of Michigan, of the Constitutions of the State of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 3.2

The rights granted to employees in this Agreement shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

Section 3.3

The Association and its representatives shall have the right to use College buildings for meetings of employees at all reasonable hours as determined by the appropriate administrator with such use to be requested in advance insofar as possible.

Section 3.4

The Administration shall be advised in writing of the officers and other persons authorized to represent the Association in its dealings with the Board. Such persons shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the usual schedule or other responsibility of any of the employees, including the representatives of the Association.

Section 3.5

For official Association use only, the Association will be permitted to make use of College facilities and equipment, including computers, typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, and when such use is arranged with persons responsible for each piece of equipment used. The person responsible for each piece of equipment will assure himself/herself that the user has the skills to operate the equipment properly. Instruction will be provided if needed. The Association shall pay for supplies used in Association business.

Section 3.6

The Association shall have the right to post notices of its activities and matters of Association business on Association boards, at least two (2) of which shall be provided.

Section 3.7

The Board agrees to furnish authorized representatives of the Association, in response to reasonable requests from time to time, information concerning the financial resources of the College. Such information shall include, but not be limited to, annual financial reports and audits, register of College personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, official treasurer's reports, application and enrollment data, names of all employees and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the members, together with information which may be necessary for the Association to process any grievance or complaint, provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly. Also, that the financial and personal information requested might be rightfully divulged to anybody, and that such information will be made available in the form normally used by the various administrative offices.

Section 3.8

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied to employees in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

Section 3.9

Special conferences for important matters, including those identified by Section 3.10, will be arranged between the Association President and the designated representative of the College upon the request of either party. The Association President may designate one other member to attend such meetings. The members of the Association shall not lose time or pay for time spent in such conferences if requested by the Administration and if during the employee's normal work hours.

Section 3.10

In the event there is a change in a rule, regulation or law that governs the operation of the College with respect to its employees, the President of the College, or his/her designee, shall confer with the Association President to determine who should be appointed to a joint interest based decision making committee charged with determining how the change shall be implemented.

Section 3.11

In the event the Administration determines that it might be necessary to subcontract a service normally provided by members of the bargaining unit, it shall notify the Association President for the purpose of setting a meeting to discuss alternatives to the subcontracting. It is understood that there may be times when the immediacy of the need would preclude this notification and meeting process.

ARTICLE 4

PAYROLL DEDUCTIONS

Section 4.1

Upon written authorization from the employee, the Administration shall deduct from the wages/salary of the employee an amount for Association dues or other such fee or charge as may be required by the Agreement between the Association and the Board. Upon written authorization, the Administration shall deduct and make appropriate remittance for voluntary contributions to the Credit Union, United Fund, or any other plans or programs jointly approved by the Association and the Board.

Section 4.2

All dues so deducted shall be remitted to the Treasurer of the Association. Dues deduction shall be made in ten (10) equal installments during the months from September to June.

ARTICLE 5

DISTRIBUTION OF CONTRACTS

Section 5.1

Copies of this Agreement will be printed at the expense of the Board and presented to each employee. The Administration will provide five (5) extra copies for the use of the Association.

ARTICLE 6

LOCKOUTS AND STRIKES

Section 6.1

The Board shall not engage in any lockout of the employees during the term of this Agreement.

Section 6.2

The Association agrees that for the duration of this Agreement neither the Association nor its individual members will authorize or take part in a strike, work stoppage, or slowdown, refusal to perform any duty or other interference with or interruption of the normal conduct of the College. It is agreed that taking part in any of the activities outlined above is just cause for dismissal.

ARTICLE 7

NEGOTIATION PROCEDURES

Section 7.1

Negotiations shall not be reopened prior to April 1, 2001, except by mutual consent.

Section 7.2

At the request of either party, the parties will meet not later than twenty (20) calendar days prior to the expiration of this Agreement to establish ground rules and guidelines for the negotiation of a subsequent contract.

Section 7.3

During the period of this contract, specific items of this contract identified in advance may be reopened for negotiation only by mutual consent of the Board and the Association.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1

The Board and the Association support and subscribe to an orderly method of adjusting disputes or complaints that arise on behalf of an employee with respect to the interpretation or application of the terms of this Agreement. To this end, the employee shall bring the problem to the attention of the immediate supervisor who shall attempt to resolve the problem informally.

Section 8.2

A grievance is a dispute between an employee and the regarding the meaning, interpretation or application of any provision of this Agreement. Grievances shall be filed by the aggrieved employee and processed in accordance with the following procedures:

- (1) Within ten (10) weekdays after the aggrieved has become aware of the event that is the basis for the grievance, he/she shall discuss the matter with his/her supervising Administrator.
- (2) If such discussion does not resolve the matter to the grievant's satisfaction, he/she shall file a written grievance with the supervising Administrator within ten (10) weekdays after the discussion. The written grievance shall state the facts upon which it is based and reference all provisions of the Agreement which are involved. A copy of the written grievance shall be given to the Chairperson of the Association Grievance Committee. The supervising Administrator shall give a written reply within five (5) weekdays after receiving the grievance.
- (3) If such reply does not resolve the matter to the grievant's satisfaction, he/she file a written statement of the reason why with the President of the College, or his/her designee within five (5) weekdays after receiving the reply. The President, or his/her designee, shall discuss the matter with the grievant, the Association President the Chairperson of the Association Grievance Committee and the administrator(s) within fifteen (15) weekdays. (If the President desires, a representative of the Board shall also be in attendance.) The President, or designated representative, shall give a written reply to the grievant within ten (10) weekdays after the discussion with a copy to the Chairperson of the Association Grievance Committee.
- (4) If such reply does not resolve the matter, the Association Grievance Committee may refer the grievance to arbitration by giving written notice to the President within ten (10) weekdays after receiving the reply.

Section 8.3

Within five (5) weekdays of receipt of the notification to refer the matter to arbitration, the President of the College and the Association President shall confer to select a mutually agreed upon arbitrator. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific Articles or Sections of this Agreement.

- (1) The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- (2) The arbitrator shall be limited to deciding whether the Administration has violated specific Articles or Sections of this Agreement, and shall not substitute his/her judgment for that of the Administration as to the reasonableness of any practice, policy or rule established by the Board.
- (3) Should either party dispute the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.
- (4) The decision of the arbitrator shall be rendered within thirty (30) calendar days after the conclusion of the hearing. There shall be no appeal from the arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Association, the members of the bargaining unit and the Board. Neither the Board nor the Association shall encourage, and both shall discourage, any of their members to make an appeal to any Court or other Board from a decision of an arbitrator and neither shall attempt by any other means to bring about the settlement of any grievance.
- (5) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 8.4

If a grievance involves a dispute regarding the rights of the Association under this Agreement rather than the rights of individuals, the grievance shall be filed in writing by the President of the Association with the President of the College at Step 3 above within ten (10) weekdays after becoming aware of the event which is the basis of the grievance.

Section 8.5

At any time, any individual employee may present a grievance to the Administration and have the grievance adjusted. This adjustment may occur without intervention of the Association Grievance Committee if the adjustment is not inconsistent with the terms of this Agreement provided that the Association Grievance Committee has been given an opportunity to be present at such adjustment.

Section 8.6

Since grievances are best settled if initiated and processed promptly, the foregoing time limits will be adhered to unless an extension is mutually agreed upon in writing.

Section 8.7

"Weekdays" (including summer weekdays) means Monday through Friday excluding designated holidays.

ARTICLE 9

PERSONNEL FILE CONTENTS

Section 9.1

All evaluations placed in an employee's file must be signed by the employee. This is not to be construed as agreement with the evaluation but only as an acknowledgment that the evaluation exists. An employee will have the right to attach a rebuttal statement to any evaluation in his/her personnel file.

Section 9.2

An employee has the right to add a letter to his/her personnel file that may clarify or rescind any previous letter of which he/she was the sole author.

Section 9.3

An employee shall, upon request, have access to the contents of his/her personnel file that is retained by the Personnel Department of the College with the exception of letters of reference for employment. The Association may review an employee's file with permission of the employee and if accompanied by the employee. The Association may obtain copies of materials in an employee's file from the employee.

Section 9.4

It is further agreed that an employee's personnel file shall be considered his/her official file in grievance hearings. In imposing any sanction on a current reprimand, the Administration will not take into account any prior infraction that occurred more than one (1) year previously.

ARTICLE 10

LEAVES

Section 10.1 Sick Leave

Full-time employees shall earn sick leave at the rate of eight (8) hours per month of completed employment. Part-time employees scheduled for thirty (30) hours per week shall earn six (6) hours per month. Part-time employees scheduled for twenty (20) hours per week shall earn four (4) hours per month. Part-time employees will receive an additional sixteen (16) hours of sick leave, that is not accumulative, each time they complete two thousand (2000) hours of employment. An employee hired prior to the 15th of the month shall be credited for a full month of sick leave. An employee hired after the 15th of the month shall receive one-half (1/2) of the allotted sick leave time for the first month only. Leave time may be earned but not granted during the probationary period.

- (1) Sick leave may accrue without limit.
- (2) An employee shall be allowed to use sick leave for personal illness, disability or quarantine, or the serious illness of his/her child, parent, step-parent or member of his/her immediate household.

Section 10.2 Sick Leave Abuse

If an employee is suspected of sick leave abuse, he/she will be notified by the Vice President for Administrative Services that a doctor's excuse will be required for future absences covered by Section 10.1.

Section 10.3 Personal Leave

A full-time employee shall be allowed three (3) personal leave days per year with pay. Such leave may be taken only in one-quarter (1/4) hour units. Notification shall be given in advance to the immediate supervisor when possible. On June 30 of each year, unused personal leave shall be converted to vacation time.

Section 10.4 Child Care Leave

- (1) Upon written request, an employee who is an expectant parent may be granted a child care leave without pay for the purpose of child bearing and/or rearing.
- (2) An expectant mother shall request a leave at least five (5) months prior to the expected birth. The request shall indicate the date on which the employee desires to begin and end such leave.
- (3) A child care leave shall begin at a time that is reasonable to the employee and in the best interest of the Administration and continue for up to six (6) months. Such leave may be extended three (3) additional months by written agreement between the Administration and the employee. The Administration may request a physician's certification of ability to return to work.
- (4) A male staff member, upon written request made at least five (5) months in advance, may be granted a child care leave to begin at a specified time between the birth of a child to his wife and one (1) year thereafter.
- (5) In the event of the death of the object child of the leave, the leave of absence may be terminated upon mutual agreement between the employee and the Administration.
- (6) Upon return, the employee shall be reinstated to his/her former position, if available, or a comparable position based upon qualifications.
- (7) An employee on a child care leave has the right to maintain all fringe benefits at no cost to the Board. Advance notice of the desire to maintain said fringe benefits shall be given to the Administration in writing.
- (8) An employee hired to replace an employee on a child care leave will be employed under a temporary contract terminable upon return of the employee on leave.

Section 10.5 Extended Illness

An employee who is unable to work for health reasons for a period not to exceed one (1) calendar year shall be reinstated to his/her previous position, provided the position still exists, without loss of seniority. A physician's statement will be required as to the starting and termination dates of the health problems.

Section 10.6 Leave for Jury Duty

A leave of absence shall be granted an employee serving jury duty, provided that the Board shall only be obliged to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid.

Section 10.7 Death in the Family

Each employee shall be allowed leave, with pay, as follows:

- (1) A total of three (3) days will be allowed for each death in the employee's immediate household or immediate family. Two (2) additional days may be allowed for a spouse, but such additional days will be deducted from available leave time.
- (2) The immediate family is interpreted to include the employee's spouse and the genetic, step, foster, or adoptive children, parents, grandparents, grandchildren, and siblings of the employee and the equivalent in-law relationships of the above.
- (3) One (1) day will be allowed, when requested, for the death of a relative outside the immediate family, or for persons where the closeness of the relationship would warrant. The day will be taken from accumulated sick leave.
- (4) In the event of death in one's immediate family, time shall be allowed for travel. Such travel time shall be deducted from available sick leave time.

Section 10.8 Association Leave

The Board will provide the Association a total of two (2) days per year of unpaid leave time to attend functions of the Association, such as conferences, training sessions or conventions. A request for the use of an Association leave day must be made in writing to the appropriate immediate supervisor at least one (1) week prior to the requested leave date. The Association representative will be allowed paid release time to attend scheduled joint hearings on grievances when such hearings are scheduled during the employee's work hours. When necessary, an employee required as a witness will be granted paid release time for the period during which he/she is required to testify at a grievance hearing.

ARTICLE 11

VACATION

Section 11.1

Vacation time will be awarded to a full-time employee only in accordance with the following:

- (1) No vacation shall be allowed during the first six (6) months of employment at Montcalm Community College.
- (2) Vacation time shall be earned at the rate of six and two-thirds (6 2/3) hours per each completed month of full-time employment.
- (3) After five (5) years of full-time employment, vacation time shall be earned at the rate of ten (10) hours per each completed month of full-time employment.
- (4) After ten (10) years of full-time employment, vacation time shall be earned at the rate of thirteen and one-third (13 1/3) hours per each completed month of full-time employment.
- (5) Effective the fifteenth (15th) year of full-time employment and for each succeeding year thereafter, an additional two-thirds (2/3) hour per month of vacation time shall be earned by

the employee to a maximum earning of twenty-three and one-third (23 1/3) hours per month of vacation time earned.

- (6) Paid vacation days cannot be used before they have been earned.
- (7) Accumulation of vacation days are limited according to the following schedule:

First five (5) years of employment	fifteen (15) days
After five (5) but less than ten (10) years of employment	twenty (20) days
After ten (10) but less than fifteen (15) years of employment	twenty-five (25) days
After fifteen (15) but less than twenty (20) years of employment	thirty (30) days
After twenty (20) years of employment	thirty-five (35) days

If circumstances beyond the employee's control would cause the employee to forfeit a part or all of his/her vacation during a fiscal year, an exception will be made upon verification by the employee's supervisor and the approval of the Vice President for Administrative Services.

- (8) Employees hired by the 15th of the month shall receive a full month's credit. Employees hired after the 15th of the month shall receive one-half (1/2) of the vacation time credit for the first month only.
- (9) A part-time employee shall earn vacation time, as provided in (1) through (7) above, prorated on the basis of the ratio of his/her regularly scheduled hours per week compared to forty (40).
- (10) Full-time employees will receive credit for prior consecutive part-time employment that occurred on or after July 2, 1992.

Section 11.2

- (1) Vacations of one (1) or more weeks must be scheduled at least two (2) weeks prior to start of the vacation. Vacations of less than one (1) week must be scheduled at least one (1) week prior to start of the vacation.
- (2) Vacations may be requested at any time. In the event two or more employees request a vacation for the same date(s), the first person(s) who requests the date(s) shall be awarded the vacation date(s) unless the requests were received the same day. In that event, the most senior employee shall be awarded the vacation date(s).
- (3) Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employees and needs of the College. Vacation time may be taken providing such scheduling does not interfere with the operation of the College.
- (4) A vacation may not be waived by an employee with extra pay received for work during that period.
- (5) If an employee is laid off, retired or severs his/her employment, he/she will receive any unused vacation time in the form of a regular paycheck at the time of separation.

ARTICLE 12

INSURANCE BENEFITS

The benefits described in Sections 12.1 through 12.6 shall apply to full-time employees only.

Section 12.1 Health Insurance

The Board shall provide, without cost to each employee, MESSA Super Care I for a full twelve (12) month period for the employee and his/her eligible dependents

Section 12.2 Long-term Disability Insurance

MESSA Long-term disability insurance will be provided for each employee. Benefits shall begin after use of all accumulated sick leave or ninety (90) calendar days of disability, whichever should occur later, and continue at sixty-six and two-thirds percent (66 2/3%) to age 65 with a \$4,000 maximum monthly income benefit.

Section 12.3 Group Life Insurance

MESSA Group life insurance protection in the amount of one (1) times the employee's annual base salary to the next higher one hundred dollars (\$100) will be provided for the employee's designated beneficiary. In the event of accidental death and dismemberment, the insurance will pay double the specified amount.

Section 12.4 Dental Insurance

The Board shall provide, without cost to the employee, MESSA Delta Dental Plan C with 0-3 Orthodontic Rider (80-75-70), including internal and external coordination of benefits (COB), for the employee and his/her eligible dependents.

Section 12.5 Vision insurance

The Board shall provide, without cost to the employee, MESSA VSP-2 full family vision insurance.

Section 12.6 Insurance Options

The Board will permit an employee who does not elect health insurance coverage to apply the amount of the MESSA single subscriber premium toward the purchase of additional life insurance through the Boards' life insurance program or a MESSA Fixed Option. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA Variable Options and/or tax deferred annuities offered by MEA Financial Services, American United Life Insurance Company, Variable annuity Life Insurance Company and Mutual Benefit Life Insurance Company. Any amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

Section 12.7 Insurance For Part-time Employees

To the extent permitted by the underwriter, a part-time employee shall be permitted to purchase MESSA health insurance at the negotiated group rate through the College. All premiums for said insurance shall be the sole responsibility of the employee and shall be payroll deducted.

ARTICLE 13

HOLIDAYS

Section 13.1

All full-time employees shall receive the following holidays or shall receive holiday pay for working on the following holidays:

- (1) New Year's Day (January 1)
- (2) Good Friday (designated)
- (3) Memorial Day (last Monday in May)
- (4) Independence Day (July 4)
- (5) Labor Day (first Monday in September)
- (6) Thanksgiving (fourth Thursday in November)
- (7) Christmas (December 25)

Section 13.2

All full-time employees shall have, in addition to the above, the day after Thanksgiving (the fourth Friday of November) and the day before Christmas (December 24 when it is a Monday through Friday workday) off with pay. If an employee works on the day after Thanksgiving or on the day before Christmas (December 24 regardless of the day of the week) the employee shall be paid double time for all hours worked that day plus holiday pay in an amount equal to straight time multiplied by the number of hours worked that day.

Section 13.3

Part-time employees shall receive pay equivalent to hours regularly scheduled for the days listed in 13.1 and 13.2.

Section 13.4

If any of the holidays listed in 13.1 above fall on a Saturday, the preceding Friday shall be considered the holiday. If any of the holidays listed in 13.1 above fall on a Sunday the following Monday shall be considered the holiday.

Section 13.5

The full-time support staff (excluding custodial and maintenance employees) shall be granted four (4) paid leave days between the Christmas and New Year's holidays. Part-time support staff (excluding custodial and maintenance employees) shall receive paid leave for any regularly scheduled hours of work missed between the Christmas and New Year's holidays. Such paid leave days shall not be considered "holidays" for the purpose of computing holiday pay or assignments.

Section 13.6

If a custodial or maintenance employee works on a day between the Christmas and New Year's Day holidays, he/she will be paid at the rate of time and one-half (1 ½) for all hours worked. In the event some of the time worked qualifies for overtime pay, that time shall be paid at a double time rate.

ARTICLE 14

SENIORITY

Section 14.1

Seniority shall be defined as the length of service at the College as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. Seniority is retained, but not accrued, while in employment of the College but not eligible for membership in the Association. Seniority will be determined separately for full-time and part-time employees based on full-time equivalent hours worked. If a part-time employee becomes full-time, he/she retains any seniority accrued.

Section 14.2 Probationary Period

A newly hired full-time employee shall serve a probationary period as follows:

Custodial, Maintenance, Support I	thirty (30) days
Support II and Support III-	sixty (60) days
Support IV	ninety (90) days.

A part-time employee will serve a probationary period equal to the hourly equivalent of the above periods.

A probationary period for a Support II, III, or IV employee may be extended, for good cause, for an additional thirty (30) days by the Board.

When an employee has completed the entire probationary period, he/she shall be entered on the seniority list from the day of hire into this bargaining unit. There shall be no seniority for probationary employees.

A probationary employee's service with the College may be terminated at any time by the Board with or without cause and in its sole discretion. A probationary employee separated under the terms of this Section shall not have recourse to the Grievance Procedure.

Section 14.3 Seniority Lists

- (1) The Administration shall annually compile a seniority list of all employees in the bargaining unit, listing the name, date of hire and classification. Such list shall be provided to the Treasurer of the Association.
- (2) Seniority shall not be affected by race, sex, marital status or dependents of the employee, or whether or not the employee is a member of the Association.

Section 14.4 Loss of Seniority

An employee shall lose seniority if:

- (1) He/She resigns or is terminated.
- (2) He/She does not return to work within seven (7) working days after a registered or certified letter has been sent to the last known address notifying the employee of recall from layoff.

Section 14.5

It shall be the employee's responsibility to keep the Business Office advised as to his/her current mailing address.

ARTICLE 15

TUITION-FREE STUDY

The parties support the principle of continuing education for Association members and participation in their professional organization.

College employees may enroll in MCC courses, tuition and fee free, within the following limitations:

- (1) For non-credit and recreation courses, the maximum contribution by the Board each semester will be an amount equal to the cost of in-district tuition and fees for one (1), three (3) credit hour course.
- (2) Participation in tuition-free study must not interfere with the employee's regular work responsibilities. If the course is taken during the employee's work hours it must be job-related and the employee must have authorization in accordance with the Administration's procedure.
- (3) An employee's spouse, child who is age 25 or under, or dependent regardless of age is eligible for this benefit.

Required textbooks purchased at the College bookstore shall be provided the employee at the College bookstore cost.

ARTICLE 16

VACANCIES, TRANSFERS, AND RECLASSIFICATION

Section 16.1

When a new position is created the Administration and the Association shall negotiate over the appropriate classification placement. The Administration may make initial placement determination pending conclusion of such negotiations. Said classification placement will be made known on the posting for the position.

Section 16.2 Vacancy Defined

A vacancy is created when:

- (1) the Administration determines that a new position in the bargaining unit is needed
- (2) a current employee resigns, retires, or is discharged

Section 16.3 Posting of Vacancies

- (1) In the event the Administration is going to eliminate a vacant position from the bargaining unit, the Association President shall be notified within fifteen (15) working days of the vacancy. A meeting to discuss the elimination of the position shall be held within ten (10) working days of that notification.

- (2) Unless the Administration has determined that a position is to be eliminated as in (1) above, a vacancy will be posted within fifteen (15) working days. The position will not be permanently filled until the position has been posted for five (5) working days. The vacant position shall be posted in every building and a copy of the posting will be delivered to the Association President.

Section 16.4 Temporarily Filling Vacancies

The Administration may temporarily fill a vacancy pending its permanent filling. However, in no case shall a vacancy be temporarily filled for more than thirty (30) working days unless there has been mutual agreement between the Administration and the Association.

Section 16.5 Temporarily Filling Positions That Are Not Vacant

In the event an employee is absent due to a temporary illness or on an approved leave as identified in Article 10, the Administration may fill the position by use of a "temporary" employee. Said "temporary" employee shall be considered a member of the bargaining unit if he/she is to be employed for longer than the probationary period for that position. If the employment is for less than the probationary period, he/she shall be considered a "casual" employee.

Section 16.6

All applicants will be judged on their meeting the qualifications for the posted vacant position. In the event of equal qualifications, current employees will be given preference over outside applicants. In the event of equal qualifications among current employees, full-time employees will be given preference over part-time employees.

Section 16.7

A full-time employee who is advanced to a new job position shall be given a trial period to perform the new job as follows:

Custodial, Maintenance, Support I	thirty (30) days
Support II, Support III, Support IV	sixty (60) days.

Part-time employees will be given trial periods as follows:

Support I	175 hours of work
Support II, Support III, Support IV	350 hours of work.

In the event of the employee's inability to perform the work properly following the trial period, he/she shall be reinstated to his/her previous position. When this provision creates a layoff situation, seniority will prevail.

Section 16.8

An employee shall be involuntarily transferred to a position of lower rank and pay only when he/she otherwise would be laid off from the higher rank. The Administration shall not use such transfers as a disciplinary measure.

Section 16.9

An employee who voluntarily transfers from one classification to another classification shall be paid during the trial period at the rate of pay for the new classification.

Section 16.10

An employee shall have the right to refuse, without recourse, a temporary assignment to a higher job classification. The Administration, at its discretion, may authorize additional compensation for such temporary assignment. If an employee is assigned temporary additional duties within his/her classification or a lower classification, his/her pay rate shall not be reduced.

Section 16.11

In the event a current employee, or his/her immediate supervisor, believes that the level of responsibility of the employee's current position has increased sufficiently enough to qualify its placement into a higher classification, the employee, or supervisor, can request a reclassification investigation. Said investigation will utilize the "Support Staff Classification Categories" document as a guideline in determining whether or not the increased responsibility warrants a reclassification. A change in an employee's job description is not necessarily justification for a reclassification.

In the event the employee's position is a Support IV position and through the investigation it is determined that it is appropriate to "reclassify" the position, an additional wage amount will be negotiated between the Administration and the Association.

Section 16.12

The Administration and the Association shall annually review the "Support Staff Classification Categories" to ensure that it adequately offers usable guidelines for determining the classification of a position.

ARTICLE 17

LAYOFF AND RECALL

Section 17.1

In the event of a reduction in staff, first temporary, then probationary, then part-time employees in the classification groups affected shall be laid off. Next, employees with low seniority in the classification group affected will be laid off, with the right to bump into any lower pay grade classification, based upon College-wide seniority, provided he/she is qualified to perform the work of the other classification group. Qualified shall mean possessing the minimum qualifications for the respective position and having previous satisfactory work experience in performing duties similar to those required in the new position.

Section 17.2

For the purposes of layoff and recall, there shall be two (2) separate pay grade classification schemes that may not be crossed in determining bumping rights. In descending order, the schemes are as follows:

<u>A</u>	<u>B</u>
Maintenance Custodian	Support IV Support III Support II Support I

Section 17.3

In reducing the work force of a group because of lack of work or funds within the College, the last employee hired in the group will be the first employee laid off in the group and the last employee laid off in the group will be the first employee recalled. A full-time employee on layoff may be given preference for recall purposes over a part-time employee.

Section 17.4

If any person who is employed in the bargaining unit at the time this Agreement is ratified should hereafter be reduced to part-time status, insurance benefits shall be continued without cost so long as the employee is scheduled to work twenty-four (24) or more hours per week. If the employee should be scheduled to work fewer hours, the Board's contribution toward the cost of such insurance benefits shall be pro-rated on the basis of the employee's scheduled hours to forty (40).

Section 17.5

The Administration shall give notice of an impending layoff to the affected employee at least fourteen (14) calendar days prior to the effective date of the layoff.

ARTICLE 18

DISCIPLINE AND DISCHARGE

Section 18.1

The Administration shall not discharge, suspend or discipline any employee without just cause.

Section 18.2

An employee will have the right to have Association representation at all or any level of disciplinary action taken against him/her. The employee must sign and receive a copy of any and all disciplinary action. This is not to be construed as an admission of guilt but only as an acknowledgment that such action exists.

ARTICLE 19

REST PERIODS

Section 19.1

Each employee shall receive a fifteen (15) minute rest period during each four (4) hours of work. The rest period should normally be taken in the middle of the four (4) hour period.

Section 19.2

Each employee who works beyond eight (8) hours shall receive a fifteen (15) minute rest period for each additional four (4) hours worked.

Section 19.3

An employee may not lengthen the rest period, start work late, or leave work early because of having missed a rest period.

ARTICLE 20
MEAL PERIODS

Section 20.1

Each custodial and maintenance employee shall receive a scheduled paid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

Section 20.2

Each support staff employee, other than a custodial or maintenance employee, who works five (5) or more continuous hours shall receive a scheduled unpaid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

ARTICLE 21
HOURS

Section 21.1 Work Schedule

Each employee's normal starting and ending time shall be posted by the Personnel Office on Association Boards in the Activities Building, the Administration Building, and the Power Plant.

Section 21.2

Work schedules will not be adjusted by the Administration to avoid an overtime situation.

Section 21.3 Work Week

- (1) The regular work week for a full-time employee shall be forty (40) hours consisting of five (5), eight (8) hour days in order to provide a basis for calculating overtime only, except as specifically altered by other provisions of this Agreement. An employee will be paid time and one-half for all hours worked over forty (40) hours per week or eight hours per day. Approved paid leaves will be considered as time worked for purposes of overtime calculation.
- (2) Due to special program requirements, COPE personnel will be placed on modified work schedules. Overtime will be calculated on such modified schedules on the basis of hours worked over forty (40) in a week or hours worked in excess of the scheduled work day.
- (3) Modified Work Schedules

The work schedule of an individual employee may be modified without regard to the eight (8) hour-per-day provision of Section 21.3 (1) when mutually agreed to by the Administration and the Association. The Association shall act in the interest of the employee. The Administration shall provide for an administrative appeal process.

Section 21.4 Holiday Work Schedules

- (1) When work shifts are scheduled for holidays, seniority will prevail across classifications in the custodial and maintenance classifications for the opportunity to work, i.e. 21.9 (5). If work is

scheduled for the support staff classifications, such work shall be offered on the basis of seniority and qualification within classification. In the event the opportunity to work on a holiday is declined by all members of the employee classification, the Administration may hire a person from outside the employee group to cover the shift. The accepting or declining of a holiday shift by the employee must be done twenty (20) work days in advance of the holiday. If custodial and/or maintenance work shifts are scheduled for holidays, such shifts shall consist of twelve (12) hours.

- (2) When the actual holiday falls on a Saturday or Sunday, thereby making the preceding Friday or succeeding Monday the contractually designated holiday, the bidding procedure described above shall be implemented for the actual holiday rather than the designated holiday with respect to the custodial and maintenance employees. Employees on the fourth shift who are regularly scheduled to work on the actual Saturday/Sunday holiday shall receive eight (8) hours of holiday pay described below for the actual Saturday/Sunday holiday. Such fourth shift employees shall be assigned twelve (12) hour shifts on the Friday/Monday designated holiday, but shall receive only straight pay for those hours. Employees on the fourth shift shall be required to work only thirty-two (32) hours in addition to their eight (8) hours of holiday pay for a total compensation of forty (40) hours under these circumstances.

Section 21.5

When the College is unable to obtain qualified outside people to work on the holidays, it shall have the right to temporarily assign employees, beginning with the least senior and rotating to the most senior in accordance with Section 21.4 (1) above to cover for employees who are absent. The College shall also have the right to temporarily assign employees pursuant to this Section to cover for employees who are absent due to illness, accident and/or vacations.

Section 21.6 Holiday Pay

Employees who do not work on a holiday will receive eight (8) hours straight time holiday pay for each holiday for which they are eligible. If an employee is scheduled or required to work and works on a holiday, he/she will be paid double time for all hours worked that day plus holiday pay in an amount equal to straight time multiplied by the number of hours worked that day.

To be eligible for holiday pay, an employee must work in full the regularly scheduled straight time work day prior to and the regularly scheduled straight-time work day after the holiday. For purposes of this subsection, an employee on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and after the holiday.

Section 21.7 When the College Is Officially Closed

- (1) The support staff need not report but will be paid at regular straight time for their regularly scheduled hours during the duration of such closure.
- (2) Custodial and maintenance employees shall be required to report for their regularly scheduled shifts and will be paid time and one-half for the hours worked while the College is officially closed.
- (3) A custodial/maintenance employee who is unable to report during a period when the College is officially closed, or when the Administration has declared an emergency, may elect use vacation time or personal leave time to cover his/her absence or may take unpaid lost time.

The Administration shall determine when the College is to be officially closed.

Section 21.8

Any employee who is asked to report on a call-in basis, including opening or closing buildings above the normal work day or week, shall be paid a minimum of two (2) hours pay.

Section 21.9 Custodial and Maintenance Provisions

- (1) It is recognized that the requirements of maintaining a College make the setting of definite work hours impractical. The Administration shall have the right to fix, alter or change the regular work week, the regular work day, the number of hours of work, the shifts, and the starting and ending time of each if posted forty-eight (48) hours in advance on bulletin boards provided for under the terms of the Agreement.
- (2) Work Schedules
Work schedules that show the employee's shift, work day, classification and hours of the shift shall be posted on bulletin boards provided for under the terms of this Agreement.
- (3) Shift Designation
 - D-1 The day shift shall begin on or after 6 a.m., but prior to 12 noon.
 - D-2 The afternoon shift shall begin on or after 12 noon, but prior to 6 p.m.
 - D-3 The evening shift shall begin on or after 6 p.m., but prior to midnight.
 - D-4 For an employee assigned to the 4th shift, this shift will consist of twelve (12) hours on Saturday, twelve (12) hours on Sunday and two (2) eight (8) hour days to be worked between Monday through Friday inclusive.
- (4) For employees on the shift designated as the fourth shift, time and one-half will be paid for all hours worked over forty (40) hours per week and twelve (12) hours on the assigned twelve (12) hour days or eight (8) hours on the assigned eight (8) hour days.
- (5) All overtime shall be divided equally. The difference in the accumulated overtime shall never be greater than eight (8) hours between employees of the same classification. A seniority list will be used in the offering of overtime. Overtime offered and refused by an employee shall be considered overtime worked by said employee. An employee must indicate acceptance or refusal of the offered overtime by signing and dating the overtime seniority list. The seniority list will be used, in descending rotation, in the offering of overtime.
- (6) When an employee works out of his/her classification for more than one (1) hour in one (1) day, he/she shall be paid for all hours worked in said classification as follows:
 - (a) If the classification he/she is required to work in is lower, he/she shall be paid at his/her regular classification rate.
 - (b) If the classification he/she is required to work in is higher, he/she shall be paid at the regular rate of that classification.
- (7) The Administration may declare an emergency condition to correct a situation that impedes or threatens to impede the normal functioning of the College. The length of the emergency will be determined by the time it takes to relieve the conditions causing such emergency. Emergency pay will be paid for the hours of the College declared emergency. It is understood

that an employee on duty during a College declared emergency will not leave unless released or until relieved.

Section 21.10 Attendance at College Social Functions

When an employee who works other than the first shift desires to attend either the College's Christmas Party or Staff Day, the College will provide straight-time pay for the time spent in attending the function or will provide a "flex time" option to accommodate the activity.

ARTICLE 22

CUSTODIAL/MAINTENANCE GENERAL PROVISIONS

Section 22.1

If an employee is required or requests to wear protective devices such as safety eye glasses, hard hat, welding aprons, welding gloves, steel-toed shoes or any other type protective device, the Administration will furnish and replace the required protective devices as needed. The employee will take reasonable care of the protective devices.

Section 22.2

Supervisors shall not plow snow if it would deprive an employee of overtime work, except where a qualified employee is not available.

Section 22.3

Each employee will be furnished with the following once every eighteen (18) months. The uniforms will be provided at no cost to the employee.

Work trousers and shirts	5 each
Winter jacket and cap	1 each
Summer jacket and cap	1 each

An employee shall take reasonable and proper care, including necessary repair, of the clothing issued by the Administration. It is expected that eighteen (18) months should be the normal useful life of a set of uniforms, after which they will be replaced, except as replacement of an item is required earlier through no fault of the employee. Each employee will report for work in a clean and neat uniform and remain in uniform during his/her working hours at the College.

ARTICLE 23

JOB DESCRIPTIONS

Section 23.1 Custodian

Performs with a degree of independent judgment custodial duties for buildings and grounds such as sweeping, mopping, waxing, scrubbing, dusting, refuse disposal, snow removal from sidewalks and building entrances where a plow is not required, and lawn care. Makes minor maintenance repairs and replacements such as light bulbs, fuses and washers. Moves heavy furniture and equipment. Checks lights and heating

equipment. Locks and unlocks premises. Reports more serious repair needs, unusual conditions and evidence of hazardous situations after taking emergency steps to insure safety. Reports violations of rules. Will be required to monitor and report boiler equipment and refrigeration equipment. Responsible for security of College property. Performs other related duties as required.

Section 23.2 Maintenance

Performs with a degree of independent judgment general preventative and repair maintenance such as plumbing, carpentry, plastering, painting, electrical, ventilation, heating, air conditioning, snow removal and lawn care. Applies knowledge of building, fire, health and safety code requirements. Assists in the inspection of the College's facilities, noting condition of site, building and equipment that require attention and/or repair. Reports violations of rules. Assists in custodial duties when necessary. Responsible for security of College property. Performs other related duties as required.

Section 23.3

The Administration shall develop and maintain job descriptions for all positions in the Support I, Support II, Support III and Support IV classifications.

ARTICLE 24

POLICY MANUAL

Section 24.1

This Agreement supersedes the Policy Manual. In case of conflict with the Policy Manual, the Agreement prevails. In those areas not covered by the Agreement, the Policy Manual prevails.

Section 24.2

A copy of the current Policy Manual shall be provided to each new employee. It shall be the responsibility of the Vice President for Administrative Services to furnish each employee with any addenda or changes in the Policy Manual and it shall be the responsibility of the employee to maintain his/her own copy of the Policy Manual in the current status.

Section 24.3

The Association has no objection to a smoke-free campus.

ARTICLE 25

SCOPE OF AGREEMENT

Section 25.1

The provisions of this Agreement are subject to any minimum standards that may be required by the Legislature. If any provision of this Agreement shall be ruled contrary to law, such provision shall not be valid or of further effect and shall be subject to negotiation, but all other provisions shall remain in full force and effect.

Section 25.2

During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all matters. This represents the entire Agreement of the parties. It is expressly understood and agreed that during the term of this Agreement neither party shall be required to engage in further collective bargaining on any matter or subject, whether mentioned herein or not.

ARTICLE 26

SALARY SCHEDULE

	<u>1998/99</u>	<u>1999/00</u>	<u>2000/01</u>
<u>Custodial</u>			
Step 1	10.79	11.06	11.31
Step 2	11.17	11.45	11.72
Step 3	11.42	11.71	11.98
Step 4	11.76	12.06	12.34
<u>Maintenance</u>			
Step 1	12.22	12.53	12.81
Step 2	12.47	12.78	13.07
Step 3	12.68	12.99	13.29
Step 4	13.07	13.40	13.70
<u>Support I</u>			
Step 1	6.83	7.00	7.16
Step 2	7.03	7.20	7.37
Step 3	7.22	7.40	7.58
Step 4	7.41	7.60	7.77
Step 5	7.59	7.78	7.96
Step 6	7.92	8.12	8.30
Step 7	8.19	8.39	8.59
Step 8	8.43	8.64	8.84
<u>Support II</u>			
Step 1	7.34	7.52	7.69
Step 2	7.61	7.80	7.98
Step 3	7.94	8.14	8.33
Step 4	8.19	8.39	8.59
Step 5	8.46	8.67	8.87
Step 6	8.80	9.02	9.23
Step 7	9.12	9.35	9.56
Step 8	9.40	9.64	9.86
Step 9	9.76	10.01	10.24
Step 10	10.38	10.63	10.88
Step 11	10.68	10.94	11.19
<u>Support III</u>			
Step 1	8.26	8.47	8.66
Step 2	8.64	8.86	9.06
Step 3	9.03	9.25	9.47
Step 4	9.39	9.63	9.85

Step 5	9.73	9.98	10.21
Step 6	10.21	10.46	10.71
Step 7	10.64	10.91	11.16
Step 8	11.10	11.38	11.64
Step 9	11.57	11.86	12.13
Step 10	12.13	12.43	12.72
Step 11	12.49	12.80	13.10

Support IV

Step 1	11.47	11.76	12.03
Step 2	11.83	12.12	12.40
Step 3	12.12	12.42	12.71
Step 4	12.40	12.71	13.00
Step 5	12.67	12.98	13.28
Step 6	12.96	13.28	13.59
Step 7	13.25	13.58	13.89
Step 8	13.55	13.89	14.20
Step 9	13.83	14.17	14.50
Step 10	14.21	14.57	14.90
Step 11	14.57	14.94	15.28

Shift Differential: Fourth Shift \$.25 per hour

Step Movement:

An employee shall be eligible for step movement on July 1 of each succeeding contract year, provided that he/she was employed on or before September 30 of the previous contract year and has remained employed during that period of time.

Longevity:

1. A full-time employee who has been employed for ten (10) consecutive years will receive an additional thirty-five cents (\$.35) per hour. This additional amount will be effective upon completion of the ten (10) years.
2. A full-time employee who has been employed for fifteen (15) consecutive years will receive an additional thirty-seven cents (\$.37) per hour. This additional amount will be effective upon completion of the fifteen (15) years.
3. A full-time employee who has been employed for twenty (20) consecutive years will receive an additional thirty-nine cents (\$.39) per hour. This additional amount will be upon completion of the twenty (20) years.
4. A full-time employee who has been employed for twenty-five (25) consecutive years will receive an additional forty-one cents (\$.41) per hour. This additional amount will be effective upon completion of the twenty-five (25) years.
5. Full-time employees will receive credit for prior consecutive part-time employment converted to a full-time equivalent credit.

ARTICLE 27

DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 1998 until June 30, 2001.

MONTCALM COMMUNITY COLLEGE
BOARD OF TRUSTEES

MONTCALM COMMUNITY COLLEGE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION-MEA/NEA


Chairperson


President


Secretary


Vice-President


Treasurer


Chairperson, Negotiations Committee

MEMORANDUM OF AGREEMENT

For purposes of longevity under Article 26 of the Master Agreement, Carolyn Corwin and Karen Stevens shall be granted credit towards the consecutive years of service requirement as follows:

Carolyn Corwin—2/71—8/72
Karen Stevens—11/68—8/71

Any future breaks in employment will terminate accumulated credit for consecutive years of employment.

MONTCALM COMMUNITY COLLEGE
BOARD OF TRUSTEES

MONTCALM COMMUNITY COLLEGE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION-MEA/NEA

/s/ Beatrice E. Doser
Chairperson

/s/ (Vacant)
President

6/13/95
Date

6/20/95
Date

/s/ Martha Jean Brundage
Secretary

/s/ Shirley G. Inbody
Vice-President

/s/ Karen A. Carbonelli
Treasurer

/s/ Mary E. Lingeman
Chairperson, Negotiations Committee



Montcalm Community College

Memorandum

DATE: June 16, 1999

TO: Rodney L. Nutt, MESPA President

FROM: James D. Lantz, Vice President for Administrative Services

SUBJECT: Flex Time and Compensatory Time

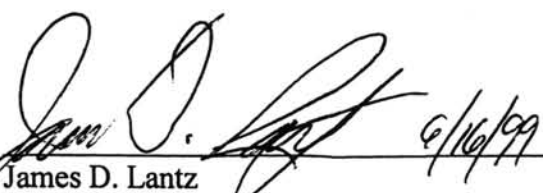
During the negotiations that led to our current Master Agreement for the period 7/1/98 – 6/30/2001, the bargaining team addressed the issues of flex time and comp time. Since there was some uncertainty about how successfully we might be able to implement a system to provide these alternatives, we established some guidelines and agreed to try it for the year ending June 30, 1999.


As we have discussed, this trial period appears to have been very successful. Accordingly, both parties have indicated a desire to extend the availability of these options through the end of the current Master Agreement.

This memo will serve as an agreement to extend the provisions of the Memorandum of Agreement through June 30, 2001. Please sign and return one copy of this memo to me.

MONTCALM COMMUNITY COLLEGE

MONTCALM COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION MEA/NEA


James D. Lantz
Vice President for Administrative Services


Rodney L. Nutt
President

