

6/30/91

AGREEMENT  
Between the  
Board of Trustees  
of the

St. Clair County Community College  
323 Erie Street  
Port Huron, MI 48060

and

St. Clair County Community College  
Michigan Educational Support Personnel Association

1987 through 1991

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*St. Clair County Community College*



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ARTICLE 1  
AGREEMENT

1.1 This Agreement is entered into effective July 1, 1987, by and between the St. Clair County Community College Board of Trustees, hereinafter called the "Employer" and the Michigan Educational Support Personnel Association MEA/NEA, hereinafter called "MESPA" or "the Union", through its local affiliate.

## ARTICLE 2

### PURPOSE

- 2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- 2.2 The Employer and the Union recognize the importance of orderly labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- 2.3 The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

## ARTICLE 3

### RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to employment for the entire term of this Agreement for all full-time and regular part-time office personnel and security guards excluding the secretaries to the President, the secretary to the Dean of Administrative Services, the secretary (A) to the Dean of Instruction, supervisors, and all other employees.
- 3.2 Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.
- 3.3 No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the Employer or any of its agents or representatives, unless it has been made, ratified, and agreed to in writing by the Employer and the Union. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein unless expressly so stated in the aforementioned agreement.

## ARTICLE 4

### EXTENT OF AGREEMENT

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



## ARTICLE 5

### GRIEVANCE PROCEDURE

#### 5.1 Definition

A claim or complaint by an employee or group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Employer may be processed as a grievance as hereinafter provided.

#### 5.2 Hearing Levels

Informal Level: When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the employee at such meeting at the option of the employee. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within ten (10) days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the President. Within seven (7) days after the grievance has been submitted to the President, the President or his designee shall meet with the Union on the grievance. The President or his designee within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s). Within ten (10) days of receipt of the President's written response, the Union shall notify the College of their disposition of the grievance.

Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2 by the President or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, subtract from, or disregard the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Employer has violated, misinterpreted, and/or misapplied

## ARTICLE 5

### Grievance Procedure (con't)

specific Articles of this Agreement. He shall have no power to change any practice, policy, or rule of the College which is not contrary to the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator if acting within his authority, and that judgment thereon may be entered in any court of competent jurisdiction.

5.3 Expedited Grievance Procedure: The Union, at its option, in cases of termination or dismissal, may process a grievance via the expedited procedure outlined as follows:

1. The grievance shall be submitted in writing to the President. Within five (5) days after submission, the President or his designee shall schedule a meeting with the Union in an effort to resolve the dispute.
2. If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial meeting between the President or his designee and the Union, as above described, the Union may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.
3. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from, or disregard the terms of this Agreement.

5.4 Miscellaneous Conditions

- A. The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the Grievance Procedure.
- D. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
- E. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the employee or any issue in

ARTICLE 5

Grievance Procedure (con't)

the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

- F. A grievant and one MESPA representative plus any employee whose testimony is required in the grievance procedure during the work day, including arbitration hearings, shall be excused with pay for that purpose.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. The termination of newly hired employees during their probationary period may be processed as a grievance only to and including Formal Level 2 of the grievance procedure.

## ARTICLE 6

### UNION RIGHTS AND SECURITY

The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

#### 6.1 Special Conferences

Special conferences for important matters will be arranged between the Union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer.

#### 6.2 Bulletin Boards and College Mails

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the College mails to distribute Union materials.

#### 6.3 Use of Facilities and Equipment

The Union may use the buildings of the College for meetings without charge, provided there is not additional cost to the College. Additional costs will be absorbed by the Union with arrangements being made through the Dean of Administrative Services of the College prior to the meeting. Machines to be used in preparation of Union materials will be designated by the College Dean of Administrative Services. Any costs for materials, i.e., paper, supplies, used by the Union will be reimbursed to the College by the Union.

#### 6.4 State and National Union Representatives

Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on College property provided that this shall not interfere with nor interrupt normal College operations.

#### 6.5 Union Representation

Employees shall be represented by Union Stewards and/or MESPA Representatives, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

#### 6.6 The Employer agrees to furnish to the Union in response to reasonable requests all available information concerning the financial resources of the College, including but not limited to: annual financial reports, audits, and budgets; names and salaries of bargaining unit personnel; agendas and minutes of all Board of Trustees meetings; and Treasurer's reports.

## ARTICLE 6

### Union Rights and Security (con't)

#### 6.7 Bargaining Unit Work

- A. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in temporary emergencies.
- B. The Board will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance therewith, the Board will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the College or (b) the schedule for such work cannot be met with the equipment or skills available for such work as determined by the Employer.
- C. With respect to security guards, the College shall continue its past and present practices with reference to use of student help, outside security units, custodial/maintenance procedures, and extra assistance at special functions.

## ARTICLE 7

### UNION DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS

7.1 All bargaining unit members shall pay membership dues or a service fee at the time of the ratification of this Agreement and shall either pay the service fee or continue membership in the Union as a condition of employment. All bargaining unit members hired after the date of ratification of this Agreement shall within thirty (30) days from the date of hire commit themselves to join the Union or pay a service fee to the Union as a condition of their continued employment.

The service fee to be paid shall be equivalent to the dues paid by members of the Union. Such payment may be by authorization of dues deduction as provided herein or by direct payment for those bargaining unit members obligated to pay Union dues or service fee. The failure to do so shall be just cause for discharge from employment.

7.2 The procedure in all cases of discharge for violation of this provision shall be as follows:

- A. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- B. If the employee fails to comply, the Union may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
- C. The Board, upon receipt of said charges, shall institute dismissal procedures. In the event of compliance at any time prior to the effective date of discharge, charges may be withdrawn by the Union. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Union dues and/or service fee.

7.3 All sums collected by the Board pursuant to the dues deduction or fee deduction authorization of an employee shall be turned over to the Union within two (2) weeks from the date of collection.

7.4 The Union agrees to indemnify and to hold the Board harmless from any and all costs and damages which may be incurred or assessed against the Board or its members as a result of the dues deduction or dismissal pursuant to the requirements of this provision so long as the Employer notifies the Union of any such legal action and permits the Union, at its own expense and through its own counsel, to defend such action. This does not include any liability for compensation paid under the Michigan Employment Security Act.

7.5 Payroll deductions for the following purposes shall be made upon written authorization of the employee or in accord with provisions herein.

## ARTICLE 7

### Association Dues, Service Fees, and Payroll Deductions (con't)

- A. Union dues (including State, Local, and National Association dues, assessments, or service fees).
- B. Blue Cross/Blue Shield Premiums (Family Continuation Rider).
- C. United Way and other approved community enterprises.
- D. Michigan Educational Special Services Association Programs.
- E. Northwestern Mutual Life Insurance Company and the Massachusetts Mutual Life Insurance Company plus carrier where a minimum of ten (10) employees will participate and any additional annuity companies of any new employees.
- F. Educational Associates Credit Union.
- G. U. S. Savings Bonds.
- H. Christmas Savings.

## ARTICLE 8

### EMPLOYEE RIGHTS AND PROTECTION

#### 8.1 Non-Discrimination

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer 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 Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
- C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects his/her job performance.
- D. The Employer agrees that it will not discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.

#### 8.2 Discipline

- A. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
- B. An employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.



## ARTICLE 8

### Employee Rights and Protection (con't)

#### 8.3 Files and Records

- A. An employee will have the right to review the contents of all records, excluding initial references, of the College pertaining to said employee originating after initial employment and to have the right to have a representative of the Union accompany him/her in such review.
- B. No material, including but not limited to, student, parental, or College personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question within thirty (30) days of employee review. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee believes that material to be placed in his/her file is inappropriate or in error, adjustment may be obtained through the grievance procedure. All written recommendations shall be based solely on the contents of the employee's personnel file.

#### 8.4 Assaults

- A. Any case of physical assault upon an employee while performing his/her job shall be promptly reported to the Employer. The Employer will render all reasonable assistance to the employee in connection with the handling of the incidents by law enforcement and judicial authorities.

## ARTICLE 9

### EVALUATION

- 9.1 Each year, the immediate supervisor shall submit a written evaluation of the performance of each employee under his/her supervision on the form provided in Appendix C. Evaluation forms may be modified for security personnel by mutual agreement of the Union and the College.
- 9.2 Evaluations shall be made upon the completion of six (6) weeks employment and three (3) months employment. Thereafter employees shall be evaluated once each year in March. Failure to evaluate as stated shall presume satisfactory performance in all categories.
- 9.3 If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- 9.4 All evaluations must be discussed with the employee before they are placed in the personnel file. The evaluation shall bear the signature of the evaluator and the employee. Employees are required to sign the evaluation to indicate they have been given a copy. An employee will be provided the opportunity to discuss his/her evaluation with the supervisor. An employee's signature on the form will not constitute agreement with the evaluation but will merely acknowledge receipt of a copy of the evaluation.
- 9.5 After consultation with the supervisor, the employee shall have the right to add remarks, statements, or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the supervisor.
- 9.6 No comments shall be added to the evaluation by the supervisor after it is signed by the employee.
- 9.7 In the event of an unsatisfactory evaluation, the supervisor shall provide the employee with a program for improvement with a specific timeline. The employee shall be re-evaluated upon the completion of the improvement program. Unsatisfactory evaluations over a period of one (1) year may constitute grounds for dismissal of the employee.
- 9.8 Although the use of a self-evaluation form is encouraged, no employee shall be required to complete such a form.

## ARTICLE 10

### WORKING CONDITIONS

- 10.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being when such performance is required for longer than one (1) day. Employees shall not be required to work in temperatures higher than 85 degrees nor lower than 65 degrees Fahrenheit. The temperature provisions stated herein shall not apply to security guards.
- 10.2 Employees shall not be held accountable or made responsible for the administration or supervision of any building except in cases of emergency or where job descriptions assign said responsibility.
- 10.3 The Employer shall continue to provide rest areas, lounges, and restrooms for employee use.
- 10.4 The Employer shall provide free parking space for employees.
- 10.5 Any required physical exam or TB test shall be done at the expense of the College.

## ARTICLE 11

### EMPLOYER RIGHTS

11.1 The Board of Trustees retains all rights, powers, and authority exercised or had by it prior to the date hereof except as specifically limited by express provisions of this Agreement and under the law. Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment or agreement has been reduced to writing and duly ratified by both parties. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual job description of members of the bargaining unit.

## ARTICLE 12

### WORK SCHEDULE AND OVERTIME

- 12.1 A. A workday shall consist of 7.5 hours, not including lunch time. A workweek shall consist of 37.5 hours. The College will attempt to schedule working hours between 8:00 a.m. and 4:30 p.m. except that the College shall be free to establish a work schedule for employees as is necessary for the operation of the College. The Union acknowledges that certain employees will be required to work shifts starting earlier than 8:00 a.m. and some shifts continuing after 4:30 p.m., as determined by the job description or posting.
- B. Should the College adopt a 4-day workweek, total weekly hours shall not exceed 37.5 hours and shall be equally divided among the four days.
- 12.2 A. Overtime shall be compensated at the rate of time and one-half for all work in excess of 7.5 hours in any workday and in excess of 37.5 hours in any one workweek or work on Saturday and/or Sunday unless part of the regular workweek. Employees may request time off for overtime worked. In the event of the adoption of a four-day workweek, overtime shall be paid for hours worked in excess of the regularly scheduled workdays or hours in excess of 37.5 hours per week. Security guards shall be compensated at the rate of time and one-half for all work in excess of 10 hours in any workday and in excess of 40 hours in any one workweek.
- B. Double time will be paid for all hours worked on holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day. Security guards shall receive time and one half for all hours worked on holidays.
- C. Paid leave shall count toward hours worked.
- D. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at the applicable overtime rate and must be taken within a two (2) week period unless otherwise mutually agreed upon in writing by the Employee and his/her immediate supervisor. No employee shall request release time for days or part thereof that are not specified by the terms of this Agreement.
- E. Holidays, vacation days, sick leave days shall count as time worked for purposes of overtime computation.
- 12.3 In any instance where weather or other act of God causes the closing of the College, employees likewise shall be dismissed or not required to report without deduction of salary or accrued leave time. Security guards, if scheduled for assigned duty or called in to work on a day the College is closed due to weather or other acts of God, shall receive time and one half for all hours worked on said days.
- 12.4 All employees working four (4) or more hours a day shall be entitled to a duty-free uninterrupted lunch period of sixty (60) minutes. Security guards shall receive a thirty (30) minute paid lunch period during which they will be required to remain on campus.

## ARTICLE 12

### Work Schedule and Overtime (con't)

12.5 All employees shall be provided relief time of fifteen (15) minutes away from the desk, in the morning and in the afternoon. Part-time employees working less than two (2) hours in the morning, or two (2) hours in the afternoon, are excluded from this provision. Security guards are excluded from this provision.

12.6 Overtime shall be divided among employees within each department:

- A. Overtime shall first be offered to the employee who has the greatest seniority and who has successfully completed the probationary period and is qualified for the activity. "Qualified" for the purposes of this paragraph shall mean any employee who holds a position with similar job responsibilities. No employee will be required to work over forty-four (44) hours in any one week.
- B. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each employee in rotation based on seniority. Overtime that is refused by an employee will be charged on the Overtime Chart for the purposes of balancing the overtime.
- C. Security guards will receive overtime if they work more than 8 hours in any workday. Overtime may be waived by mutual agreement in scheduling between the employee, the Union, and the College.

12.7 Overtime that is unused by an employee who has suffered injury on the job will not be charged against him/her on the Overtime Chart for up to one (1) calendar year. Upon his/her return, every effort shall be made to adjust this loss by giving him/her first assignment on the overtime.

12.8 If employees are not required to report for duty during the interval between Christmas Day and New Year's Day, they shall not suffer any loss of pay or benefits. Security guards are excluded from this provision.

12.9 Security guards shall be scheduled on a monthly basis at the discretion of the Employer. Schedules shall be available by the 15th of the preceding month. Such schedules shall be posted in the Director of Maintenance and Operations Office. Schedules may be changed prior to two (2) weeks of the affected work date at the discretion of the Employer; within two weeks of the affected work date, schedules may be changed only if mutually agreed to by the employee and the Employer.

## ARTICLE 13

### HOLIDAYS

13.1 All employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

Labor Day

Day Before Thanksgiving

Thanksgiving

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Friday of Spring Break

Memorial Day

Independence Day

13.2 Holidays occurring during a member's vacation shall not be charged against his/her vacation allowance.

13.3 Security guards are excluded from this Article.

## ARTICLE 14

### VACATIONS

- 14.1 All employees shall be granted one day of vacation time for each month employed. Pay shall be for the regularly scheduled hours of each employee. Employees with five (5) through nine (9) years of service shall receive vacation time prorated at one and one-half (1.5) vacation days per month employed and those with ten (10) or more years of service shall receive vacation time at the rate of two (2) days per month employed. The date of hire shall be the determining date in moving from one service period to the other.
- 14.2 All regularly assigned ten-month employees shall be required, during the Christmas and Spring Break recesses, to take not less than eight (8) days of any vacation time to which they may be entitled.
- 14.3 The employee has the right to request the time of his/her vacation. He/she may also be permitted to request either to split it or to take the entire allowance. Because of the necessity of avoiding undue interruptions of work, it is recognized that the College retains the right of final determination for all vacations.
- 14.4 Total vacation time for any employee shall not exceed four (4) weeks at any one time in any one school year.
- 14.5 Upon resignation, employees shall receive any unused vacation allowance at the rate of pay received at the time of said resignation.
- 14.6 Vacation pay shall be paid to each employee in advance of his/her vacation period, provided that a request in writing is made to the Employee Services Office at least five (5) working days prior to the beginning of the vacation.
- 14.7 Vacation time must be taken during the year earned or the following year. No vacation time shall be lost because of vacation scheduling difficulties between the employee and the immediate supervisor.
- 14.8 All accrued vacation time shall be prorated as to its usage when employees move from full to part-time, part to full-time, or a change in their part-time schedule.



## ARTICLE 15

### COMPENSATION

- 15.1 The full-time weekly salary schedule shall be as provided in Appendix B attached as part of this Agreement. Classifications are attached as Appendix A. Part-time employees shall receive salaries prorated for the number of hours worked.
- 15.2 Placement on the salary schedule shall be determined solely by years of experience and classification. One step in salary will be given upon completion of probation, the next step on July 1, provided six (6) months have elapsed since the employee last received an increase in salary.
- 15.3 For regularly scheduled part-time employees, step movement on the salary schedule shall be prorated, based upon average hours worked per week over the previous year. Average hours worked per week shall be determined by dividing the total hours worked in the previous fiscal year by 40 weeks. (for example: An employee with average weekly hours of 18.75 shall receive fifty percent (50%) of the step increase due.) This paragraph shall become effective beginning July 1, 1984. The only exception to the above shall be the probationary step referred to in 15.2 above.
- 15.4 Longevity shall be paid on the salary schedule as follows:
- After two (2) years at the top of the schedule - +4%
  - After five (5) years at the top of the schedule - +6%
  - After ten (10) years at the top of the schedule - +8%
  - After fifteen (15) years at the top of the schedule - +10%
  - Thereafter, 3% shall be given for every five (5) years.

Effective July 1, 1988, longevity shall be paid on the salary schedule as follows:

- After five (5) years of continuous full-time equated service at the College - +4%.
- After eight (8) years of continuous full-time equated service at the College - +6%.
- After thirteen (13) years of continuous full-time equated service at the College - +8%.
- After eighteen (18) years of continuous full-time equated service at the College - +10%.

- 15.5 A non-probationary employee, regularly scheduled to work fifteen (15) or more hours per week, his/her spouse, and dependent children living at home may enroll in College credit or Adult Education classes without tuition charges. In the event a contact hour fee is charged for any class(es) or course(s) taken, the scholarship awarded will include the contact hour fee for the employee only. The employee's spouse and/or dependent children will pay the contact hour fee.
- 15.6 The College shall pay the salary, transportation, and living expenses for two (2) members of the Union, selected by the Union, to attend the annual State Conference and the annual workshop of the Michigan Association of Educational Office Personnel.

## ARTICLE 15

### Compensation (con't)

- 15.7 The College shall allow any employee and one (1) other person to attend all College sponsored functions, with the exception of events sponsored by the Little Theatre, International Symphony, Dinner Theatre, and Student Government activities, by showing an ID card or other suitable identification provided by the College.
- 15.8 All employees shall be allowed to continue their employment with the Employer until age seventy (70). After age 70, employees may continue their employment on a year-to-year basis upon written request of the employee and consent of the Employer. Upon retirement, the employee shall receive payment at the employee's current wage rate, for all unused vacation days.
- 15.9 The College may, at its discretion, rehire a former employee, who had previously been a full-time employee and whose work had been satisfactory at his/her former classification and step. It is understood that in case of such rehiring, previously accrued seniority, leave time, and vacation benefits will not apply.
- 15.10 On occasion, the College may employ personnel for part-time or full-time work for a period of up to six (6) months in any one department, up to nine (9) months in more than one department, and up to twelve (12) months if filling a vacancy created by the College granting an unpaid leave under Article 21.1. These employees are intended to be temporary personnel only, but if any temporary position subsequently becomes a permanent position, time worked as a temporary employee shall be credited towards the probationary period. Temporary employees shall receive only the following fringe benefits; required employer paid social security and retirement contributions, worker's compensation insurance coverage, and College holiday pay if scheduled to work on the holiday.
- 15.11 Full-time security guards shall receive a yearly uniform allowance of \$250. Regularly scheduled part-time security guards shall receive a pro rata amount of this figure based upon the number of work hours scheduled per week. Payment of this allowance shall be in the form of reimbursement for appropriate receipts for purchase and maintenance of uniforms.
- 15.12 An employee, who has at least ten (10) years of full-time equated service at the College and who is eligible to immediately receive Michigan Public Schools Employee's Retirement System benefits, shall be eligible for a supplemental retirement benefit upon his-her retirement from the College. This benefit shall be equal to One Hundred Fifty Dollars (\$150) per year of full-time equated service at the College. The maximum benefit is Three Thousand Dollars (\$3,000).
- 15.13 Effective July 1, 1988, the rate of reimbursement for off-campus travel approved by a supervisor shall be twenty-two and one half cents (22.5) per mile. Should the Internal Revenue Service raise the allowable mileage rate, said increase shall go into effect as soon as possible after the College has received official notice thereof. It is agreed that such adjustment shall not require any retroactive reimbursement.

## ARTICLE 16

### HOSPITALIZATION AND INSURANCE

16.1 The Board shall provide each full-time employee full family coverage under the Blue Cross Comprehensive Hospital Plan and Blue Shield MVF-1 Plan, the Member Liability Rider, the Master Medical Option 4 Plan, and the Prescription Drug Program \$2 Co-pay. The Sponsored Dependent Rider and the Family Continuation Rider, subject to carrier restrictions, shall be available at the employee's own cost. Effective September 1, 1988, the Board shall provide the Dependent Children Rider and the following programs: The Prevent Program (Rider HPCP-A and HPCP-B), the Second Surgical Opinion Program (Rider PCES and PCES-II), and the Predetermination Requirement for Foot Surgery Program (Rider PRFS).

In lieu of the coverage stated herein to be provided by Blue Cross Blue Shield Master Medical, the full-time employee may elect to apply toward Michigan Education Special Services Association Hospitalization and Super Medical the equivalent dollar amount of the monthly cost to the College were such employee then enrolled as the beneficiary of contributions for those services and benefits provided by Blue Cross-Blue Shield Master Medical, not to exceed the cost of Michigan Education Special Services Association Hospitalization and Super Medical.

Any full-time employee desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover the costs thereof. The College will make such payroll deductions to cover such costs, but the College shall not be responsible for lack of coverage resulting from an employee's errors or failure to notify the Employee Services Office to make deductions.

16.2 The responsibility for electing and selecting coverage shall be that of the employee; he/she shall also promptly notify the Employee Services Office of any change in marital status or eligible children so that necessary changes in his/her classification under the plan may be duly made in accordance with the rules of such "services." Failure on his/her part to do so will permit deductions from his/her salary of any excess cost resulting therefrom and also relieve the College from any responsibility for lack of proper coverage resulting therefrom. Employment of both husband and wife by the College shall not be construed as requiring the College to pay more than the total cost of providing for the coverage specified.

16.3 No contributions will be made by the College during leaves of absences exceeding one month except as provided herein. Upon termination of employment, all contributions shall cease. The employee shall assume responsibility for the continuation of such policies as set forth herein. If a full-time employee becomes disabled, the College shall continue to pay the premiums for the insurance provided in this Agreement for up to twelve (12) months to the extent allowed by the carrier(s).

16.4 For the duration of this Agreement, the College agrees to provide a \$15,000 Term Life Group Insurance Policy with Accidental Death and Dismemberment for each ten (10) to twelve (12) month full-time employee with a company to be selected by the College; and the premiums thereon, less any dividends that may be payable on said policy, shall be paid by the College. Effective July 1, 1988, or as soon thereafter as possible, the life insurance amount will increase to \$20,000 with \$20,000 Accidental Death and Dismemberment.

16.5 The College shall provide disability income insurance, through the AMEX Assurance Company administered by the Schools Insurance Fund, for each full-time employee and pay the necessary net premium; said disability insurance to provide up to 60% of the regular

## ARTICLE 16

### Hospitalization & Insurance (con't)

employee's salary excluding fringe benefits, to a maximum of \$1,500 per month. Coverage to start 180 calendar days from the initial disability. The disability insurance coverage provides an exclusion for amounts received from social security or other like insurance or benefits, where the payments are a result of the disability.

16.6 The College shall provide to full-time employees the Basic Delta Dental Insurance, Plan C, or equivalent coverage, for the duration of this Agreement.

16.7 The provisions of the various group policies and the rules and regulations of the carrier or carriers shall govern with respect to insurance coverages so long as they conform with the negotiated requirements stated above. With the exception of 16.9 below, the College is not responsible for administering insurance programs.

16.8 Any employee electing not to be covered by College-paid health care protection shall receive \$60.00 per month to apply to a tax-sheltered annuity as per Article 7.5.

This program is available to full-time employees who elect same on or before August 15th for the year from September through August 31st. New employees may make an election at time of hire. Emergency changes back to medical/hospitalization coverage may be made, subject to carrier restrictions.

16.9 The College shall reimburse each full time employee for fifty percent (50%) of the cost of visual examination and other tests, glasses, and contact lenses up to a maximum of fifty dollars (\$50.00) per fiscal year. To receive reimbursement, the employee must submit copies of paid receipts to the Employee Services Office by June 30th for costs incurred during the fiscal year ending June 30. Effective July 1, 1988, this benefit shall increase from fifty dollars (\$50.00) to one hundred dollars (\$100.00) per fiscal year.

## ARTICLE 17

### SENIORITY

- 17.1 Seniority is defined as length of continuous service within the bargaining unit and shall be computed from the employee's first day of work (as a member of the bargaining unit) since the most recent date of hire. In the circumstance of more than one individual having the same first day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. Employees so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly in the presence of the Union president and at a time and place that will reasonably allow affected employees to be in attendance.
- 17.2 Union negotiators and elected officers by virtue of their positions shall be placed at the top of the seniority list while holding office for the purpose of layoffs and recalls.
- 17.3 All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained and frozen if severance of employment is due to layoff.
- 17.4 Seniority shall continue to accumulate, but salary credit shall not be given, for up to one (1) year for the following unpaid leaves of absence:
- A. Military service as required by law (may be longer than one year).
  - B. Medical or disability.
  - C. Lay-off.
- Seniority shall be frozen for all other leaves of absence.
- 17.5 Probationary employees shall have no seniority until the completion of a probationary period of ninety (90) days at which time seniority will revert to their first day of work.
- 17.6 The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and distributed to each employee of the College within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and distributed semi-annually thereafter to the Union.
- 17.7 Part-time employees shall accrue seniority prorata to the percentage their regularly scheduled time is to full-time. Security guards shall accrue seniority on a yearly basis prorata to a full-time, forty-week basis.

## ARTICLE 18

### VACANCIES, TRANSFERS, AND PROMOTIONS

18.1 A vacancy shall be defined as any position, either newly created or a present position, that is not filled provided the Employer retains the right to reorganize or discontinue positions. The following are not vacancies: Part-time positions that are elevated to full-time provided the position is not above level III; and occupied positions that are reclassified.

18.2 All vacancies shall be posted on MESPA Bulletin Boards for a period of five (5) working days. Said posting shall contain the following information and a copy of same shall be provided to the Union.

- A. Type of work.
- B. Location of work.
- C. Starting date.
- D. Rate of pay.
- E. Hours to be worked.
- F. Classification.
- G. Qualifications.

Interested employees may apply in writing to the Employee Services Office within the five (5) day posting period. The Employer shall notify appropriate employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U. S. mail.

18.3 Vacancies shall be filled by the most senior applicant possessing the best combination of qualifications for the position. Qualifications for the position shall be as determined by the Employer.

18.4 Within three (3) work days after the decision has been made relative to the filling of the vacancy, the Employer will notify in writing all applicants and the President of the Union of its decision.

18.5 In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a ninety (90) day trial in which to show his/her ability to perform on the new job. No additional step will be given after this trial. The Employer shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment if the position is still available and pursuant to action taken under Article 19.

18.6 If the College requests an employee to transfer to a lower classification, other than for a layoff or an individual employee's job performance, the employee shall retain the higher pay until

## ARTICLE 18

### Vacancies, Transfers, and Promotions (con't)

the pay at the lower classification increases to meet the level at the higher classification.

- 18.7 Involuntary transfers will be effected only for reasonable and just cause.
- 18.8 Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties.
- 18.9 If a regularly assigned MESPA employee is offered and accepts a temporary College position, separate from his/her original assigned duties, for a limited pre-determined time, such temporary reassignment shall be voluntary. The administration and the Board may hire a replacement(s) for that individual for the duration of said temporary assignment. Hiring and selection of said replacement will involve consultation with the appropriate supervisor. The replacement(s) will, if hired, as a pre-requisite to being employed, sign a limitation agreement containing the dates of employment with the College and the duration of the temporary reassignment of the staff member being replaced. The replacement, for the duration of employment, shall be considered to be a bargaining unit employee. The temporarily reassigned employee shall suffer no loss of pay or benefits during his/her temporary reassignment, and shall at the conclusion of this period, return to his/her original assigned duties, subject to any adjustments applicable to Article 19, as if the reassignment had not occurred.
- 18.10 New employees shall be required to serve a ninety (90) calendar day probationary period.
- 18.11 New hires and employees who voluntarily receive promotions or transfers must remain in their new position(s) a minimum of twelve (12) months before voluntarily changing positions within the College. This provision shall not apply to employees who are affected by lay off or recall provisions of the contract, nor to non-probationary part-time employees. This provision shall not apply to employees who have been in a position for six (6) months or longer, and who have the opportunity to be promoted to a higher classification.
- 18.12 Effective July 1, 1988, if an employee voluntarily applies for, is granted, and accepts a transfer, promotion or demotion, the employee shall retain his/her longevity and shall be placed on the same step on the new position classification level as he/she had on his/her old position classification level. The employee's pay rate shall be adjusted accordingly when he/she begins the new position.

## ARTICLE 19

### REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- 19.1 The Board may make adjustments in staffing for appropriate reasons. Layoff shall be defined as a reduction in the work force or work hours.
- 19.2 No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified in writing of said layoff at least thirty (30) days prior to the effective date of the layoff.
- 19.3 In the event of a reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.
- 19.4 Full-time employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior full-time employee. Part-time employees whose positions have been eliminated due to reduction in work force or who have been affected by a lay off shall have the right to assume a position for which they are qualified, which is held by the least senior part-time employee.
- A full-time employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff shall also have the right to assume a part-time position for which he/she is qualified which is held by the least senior part-time employee if the full-time employee has greater seniority than the least senior part-time employee.
- 19.5 In the event of a reduction in the work hours in a department, a full-time employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace. A part-time employee may claim seniority over another part-time employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the part-time employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work days written notice to the affected employee(s). In those instances where there are several employees with less seniority, the employee with the least seniority will have his/her hours reduced.
- 19.6 A laid-off employee shall upon application, at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health insurance benefits based upon approval of the carrier by paying by the 15th of the previous month the regular monthly per subscriber group rate premium for such benefits to the Employer.
- 19.7 Employees shall be recalled in inverse order to their seniority to any position for which they are qualified. Any employee who has served more than ninety (90) working days in a classification shall be deemed qualified for any similar position in that classification.



## ARTICLE 19

### Reduction in Personnel, Layoff, and Recall (con't)

19.8 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. A copy shall be sent to the Union. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) work days from receipt of notice, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports to work within ten (10) work days after notification of intent to report to work. If the Employer has not heard from the recalled employee within ten (10) work days from mailing the recall notice, it may be assumed that the employee has declined the recall.

The only exception to this will be when the employee can demonstrate inability to receive, or respond to, the recall notice because of illness or being out of town because of vacation travel. In these instances, the employee will remain eligible for the next available position.

Full-time employees recalled to full-time work for which they are qualified are obligated to take said work. Part-time employees recalled to part-time work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

19.9 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

19.10 This article does not apply to seasonal layoffs of security guards. In the event security guards are employed during said seasonal periods, employment will be based upon seniority.

19.11 For the purposes of Article 19.4 and 19.5 only, full-time shall be defined as regularly assigned 30.0 or more hours per week. Employees who work less than 30.0 hours per week will be considered part-time for the purposes of Article 19.4 and 19.5 only.

## ARTICLE 20

### PAID LEAVE

20.1 The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.

20.2 An employee who is unable to work because of medically documented personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year, upon written request of the employee and approval by the Employer. An employee on such leave may continue his/her health, dental, and life insurance benefits for the duration of said leave based upon approval of the carrier by paying, by the 15th of the previous month, the regular monthly per subscriber group rate premium for such benefits to the Employer.

20.3 In any case where an employee is absent from his/her employment by reason of an injury compensable under the Worker's Compensation Act, such employee shall be paid the amount payable under the existing leave time policy, less the amount of compensation payable to such employee under said Act.

The number of days deductible from such employee's leave time bank, computed on the basis of the amount of compensation paid under the Act, as measured by the employee's regular salary daily rate, shall not be deducted from leave time bank. In cases where the amount of compensation paid equals more than a half-day, but less than a whole day, the whole day shall be allowed.

20.4 All regular full-time employees will be granted one (1) day of leave time for each month employed subject to a maximum of twelve (12) workdays in any one year. Those employees having been employed five or more years at the College shall accumulate leave time on the basis of 1-¼ days for each month employed, not to exceed a maximum of fifteen (15) days in any one year. Regularly scheduled part-time employees shall receive pro-rata leave time based upon the number of scheduled work hours per week. Effective July 1, 1988, those employees employed five or more years at the College shall accumulate leave time on the basis of 1-½ days for each month employed, not to exceed a maximum of eighteen (18) days in any one year.

20.5 One hundred and twenty (120) days shall be the maximum leave time accumulation.

20.6 A bank of sick leave days amounting to two (2) days times the number of full-time employees shall be available annually non-cumulative, to be used for illness beyond the accumulated sick leave of a Union member up to the time disability insurance becomes effective. This bank shall be administered in a non-discriminatory manner at the direction of the Union. The Union will notify, in writing, the Employee Services Office of days used from this bank. Effective July 1, 1988, the bank of sick leave days shall increase to three (3) days times the number of full-time employees plus (1) day times the number of part-time employees employed as of July 1 of the fiscal year.

ARTICLE 20  
Paid Leave (con't)

20.7 Paid leave shall be granted for the following reasons:

- A. Personal illness or disability chargeable to leave time.
- B. Serious illness in the immediate family. Immediate family is defined as anyone living in the household or who is father, mother, son, daughter, stepchild, or spouse. Chargeable to leave time.
- C. Death in the immediate family (as defined above, but with the addition of brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren) with a limit of five (5) days allowed per occurrence. Not chargeable to leave time.
- D. Death in the non-immediate family with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as aunt, uncle, cousins, niece, or nephew. Chargeable to leave time.
- E. Death of a close personal friend with a limit of one (1) day per occurrence. Chargeable to leave time.
- F. Not more than three (3) workdays in any one year may be granted for absences which are necessary and cannot be taken care of outside of work hours, if requested in writing on the form provided by the College and submitted through the employee's immediate supervisor to the Employee Services Office. Chargeable to leave time.

20.8 A leave of absence with pay, not chargeable against employee's leave time allowance, shall be granted when an employee is called for jury duty. The College shall pay the employee the difference between the remuneration he/she receives for such jury duty, excluding, mileage and expenses, and his/her current pay, thereby receiving his/her full, current salary from the two sources.

20.9 All accrued leave time shall be prorated as to its usage when employees move from full to part-time, part to full-time, or a change in their part-time schedule.

## ARTICLE 21

### UNPAID LEAVES

21.1 An unpaid leave of absence for purposes other than that provided in 21.4 may be granted by the Board upon written request from the employee. Said leave may be for up to one (1) year. Pay, benefits, and seniority will not accumulate during such leave. Return from such leave shall be governed by 21.3. If the employee has been employed for three or more years or if the leave is related to serious illness or disability, employees returning from their originally requested leave shall be returned to their former position. Otherwise, reinstatement will be determined by whether a position is available for which the employee is qualified.

Such leaves may be renewed subject to the consent of the Employer, however, reinstatement of the employee will be determined on whether a position is available for which the employee is qualified.

21.2 Request for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.

21.3 An employee returning from a leave of absence shall be reinstated to the classification and experience level he/she held when the leave began subject to any adjustments applicable to Article 19. At least thirty (30) days prior to the date a leave is scheduled to expire, the employee shall notify the Employer of his/her intent to return to work.

21.4 Unpaid leaves of absence may be taken for the following purposes:

A. **Military Leave** - A military leave shall be granted to any bargaining unit member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirement of such applicable law for the retention of re-employment rights, a bargaining member shall be placed at the same position on the salary schedule that he/she would have been had he/she worked in the College during such period. When a bargaining unit member must take temporary military leave (not to exceed fourteen (14) College days) during the contractual period, he/she shall notify the Dean of Administrative Services at least thirty (30) days prior to the beginning of such leave. The bargaining unit member shall not be compensated by the Board during the time such military leave is in effect.

B. **Maternity Leave** - A maternity leave shall be granted to any pregnant employee who requests such leave. An employee shall notify the College of her pregnancy as soon as practical. She may continue employment up to the birth of her child, subject to obtaining a written doctor's statement that she is physically able to continue her employment. In the event the College questions her medical ability to continue to perform her duties it may require an updated statement from her doctor that she remains able to continue her employment.

## ARTICLE 21

### Unpaid Leaves (con't)

- a. The employee requesting such unpaid leave may return to her previous position, if, within sixty (60) days after the date of birth of her child, she requests, in writing, permission to return.
- b. In the event that she does not request return to employment within sixty (60) days after the birth, such employee shall return to employment upon written request and as soon as a position is open for which she is qualified.
- c. An employee may request an extension of a leave of absence for a period of one (1) year from the date of birth of her child and an additional one (1) year.
- d. If the employee has not requested return to duty within two (2) years from the date of birth of her child, she shall forfeit her position.
- e. Sick leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, child birth, or medical complications. The request for the use of sick leave must be accompanied by a physician's statement of disability. If no aforementioned statement is provided, sick leave days may not be used for maternity.
- f. The use of sick leave for maternity-related illness shall be as determined by law.

21.5 An employee may apply for a leave of absence of not more than ten (10) working days. This leave shall be without pay and can be taken consecutively with vacation time. Applications for leave of absence shall be made to the immediate supervisor who shall consider the needs of that office and attempt to arrange a schedule which will allow the leave of absence. The leave of absence may be granted at the discretion of the immediate supervisor. The Dean of Administrative Services shall receive prior notification.

## ARTICLE 22

### STRIKES AND LOCKOUTS

22.1 The Union agrees that so long as this Agreement is in effect, neither the Union nor any of the employees covered by this Agreement shall engage in any strike, slow down, or stoppage of work. The Employer agrees that so long as this Agreement is in effect, there shall be no lock-out, nor shall the Employer engage in any unfair labor practices.

## ARTICLE 23

### NEGOTIATIONS PROCEDURES

- 23.1 During the period of this Agreement, representatives of the Employer and the Union's bargaining committees will meet as needed or requested by either party for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party may submit to the other an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Union provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.
- 23.2 If negotiations are conducted during negotiating team members' regular working hours, released time shall be provided for the Union's negotiating committee.
- 23.3 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 23.4 There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union.

## ARTICLE 24

### SEPARABILITY

- 24.1 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group or bargaining unit members or employees is held to be contrary by law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 24.2 It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence, during which a new Agreement on such matter shall be reached.
- 24.3 All understandings, awards, and/or Agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining Agreement.



## ARTICLE 25

### NEW CLASSIFICATIONS

- 25.1 Whenever new jobs are established in the bargaining unit, the Employer shall establish the job, its duties, and the rate to be paid. The Employer shall notify the Union of such job establishment prior to implementation. The Union reserves the right to negotiate wages, hours, and other conditions of employment for these positions.
- 25.2 Job descriptions shall be developed and maintained for all positions within the bargaining unit.
- 25.3 A request for reclassification of an existing position may be made in writing to the position's supervisor. The request for reclassification must be reviewed and supported by the supervisor and the appropriate Dean. Any reclassification request must be approved by the Dean of Administrative Services. A decision by the Dean shall be made within thirty (30) days of the request and shall be communicated to the supervisor, appropriate Dean and the Union President. The decision of the Dean is non-grieveable.

ARTICLE 26

DURATION OF AGREEMENT

26.1 This Agreement shall be effective as of July 1, 1987, and shall continue in effect until the 30th day of June 1991. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written Agreement of the parties.

26.2 Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the Employer. In addition, the Employer shall provide the Union twenty (20) copies of the Agreement without charge to the Union. All Community College personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty (30) days of the commencement of this contract or upon employment.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

UNION

EMPLOYER

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Trustee - Chairman

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Trustee - Vice-Chairman

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
MESPA Representative

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ST. CLAIR COUNTY COMMUNITY COLLEGE

## MESPA Positions

1987-88

- II.
  - 1. Security Guards
  - 2. Clerk Typist
  - 3. Clerk
  
- III.
  - 1. Records/Placement Clerk
  - 2. Records Clerk
  - 3. Transcript Clerk
  - 4. Print Shop Operator
  - 5. Switchboard Operator
  - 6. Payroll Clerk (B)
  - 7. Accounts Receivable/Loan Coordinator (Business Office)
  - 8. Cashier (Business Office)
  - 9. Assistant Bookstore Clerk
  - 10. AV/TV Productions Technician
  - 11. L.R.C. Technician, Periodicals
  - 12. L.R.C. Technician, Circulation
  - 13. Faculty Typist
  - 14. Secretary to Director, Instructional Research & Planning
  - 15. Secretary to Director, Information Services
  - 16. Secretary to Coordinator, Student Learning Center
  - 17. Secretary to Director, Financial Aid
  - 18. Secretary, Financial Aid
  - 19. Secretary, Admissions (B)
  
- IV.
  - 1. Payroll Clerk (A)
  - 2. Purchasing Assistant (Business Office)
  - 3. Senior Bookstore Clerk
  - 4. L.R.C. Technician, Cataloging
  - 5. Photo Typesetter
  - 6. Secretary, Counseling & Testing
  - 7. Secretary to Controller, Scholarship Coordinator
  - 8. Secretary to Director, L.R.C.
  - 9. Secretary to Director, Physical Plant
  - 10. Secretary to Director, Admissions (A)
  - 11. Secretary, Associate Dean
  - 12. Secretary to Division Administrator
  - 13. Computer Operator
  
- V.
  - 1. Secretary to Dean of Instruction (B)
  - 2. Secretary to Dean of Student Affairs
  - 3. Secretary to Veterans Affairs
  - 4. Accounts Payable Coordinator (Business Office)
  - 5. Senior Computer Operator
  
- VI.
  - 1. Secretary to Dean of Instruction (A)

ST. CLAIR COUNTY COMMUNITY COLLEGE

MESPA Positions

July 1, 1988

- III.
  - 1. Security Guard
  - 2. Clerk Typist
  - 3. Clerk
  - 4. L.R.C. Clerk
  - 5. Records Clerk
  - 6. Transcript Clerk
  - 7. Print Shop Operator
  - 8. Switchboard Operator
  - 9. Payroll Clerk (B)
  - 10. Accounts Receivable/Loan Coordinator (Business Office)
  - 11. Cashier (Business Office)
  - 12. Bookstore Clerk
  - 13. AV/TV Productions Technician
  - 14. L.R.C. Technician, Periodicals
  - 15. L.R.C. Technician, Circulation
  - 16. Faculty Typist
  - 17. Secretary to Director, Instructional Research & Planning
  - 18. Secretary to Director, Information Services
  - 19. Secretary to Coordinator, Student Learning Center
  - 20. Secretary to Director, Financial Aid
  - 21. Secretary, Financial Aid
  - 22. Secretary, Admissions
  - 23. Office Assistant - Business & Professional Development
  - 24. Micro Lab Assistant
  
- IV.
  - 1. Purchasing Assistant (Business Office)
  - 2. Senior Bookstore Clerk
  - 3. L.R.C. Technician, Cataloging
  - 4. Photo Typesetter
  - 5. Secretary, Counseling & Testing
  - 6. Secretary to Controller, Scholarship Coordinator
  - 7. Secretary to Director, L.R.C.
  - 8. Secretary to Director, Physical Plant
  - 9. Secretary to Director, Admissions (A)
  - 10. Secretary, Associate Dean
  - 11. Secretary to Division Administrator
  - 12. Computer Operator
  
- V.
  - 1. Secretary to Dean of Instruction (B)
  - 2. Secretary to Dean of Student Affairs
  - 3. Secretary to Veterans Affairs
  - 4. Accounts Payable Coordinator (Business Office)
  - 5. Senior Computer Operator
  - 6. Payroll Clerk (A)
  - 7. Word Processing Specialist

## ST. CLAIR COUNTY COMMUNITY COLLEGE

## HOURLY PAY SCHEDULE

## 1987-88 Fiscal Year

CLASSIFICATION:	A	B	C	D	E	F
II	5.24	5.52	5.80	6.08	6.36	6.83
III	5.77	6.05	6.30	6.61	6.86	7.45
IV	6.27	6.55	6.80	7.08	7.42	7.90
V	6.83	7.14	7.48	7.76	7.98	8.51
VI	7.42	7.73	7.95	8.29	8.57	9.07
VII	7.92	8.26	8.51	8.74	9.07	9.52
VIII	8.51	8.74	9.07	9.35	9.69	10.11
IX	9.07	9.38	9.69	9.91	10.19	10.64

## 1988-89 Fiscal Year

CLASSIFICATION:	B	C	D	E	F
III	6.47	6.74	7.07	7.34	7.97
IV	7.01	7.28	7.58	7.94	8.45
V	7.64	8.00	8.30	8.54	9.11
VI	8.27	8.51	8.87	9.17	9.70
VII	8.84	9.11	9.35	9.70	10.19
VIII	9.35	9.70	10.00	10.37	10.82
IX	10.04	10.37	10.60	10.90	11.38

APPENDIX B  
Weekly Pay Schedule  
Page 2.

1989-90 Fiscal Year

CLASSIFICATION:	A	B	C	D	E	F
III		6.89	7.18	7.53	7.82	8.49
IV		7.47	7.75	8.07	8.46	9.00
V		8.14	8.52	8.84	9.10	9.70
VI		8.81	9.06	9.45	9.77	10.33
VII		9.41	9.70	9.96	10.33	10.85
VIII		9.96	10.33	10.65	11.04	11.52
IX		10.69	11.04	11.29	11.61	12.12

1990-91 Fiscal Year

CLASSIFICATION:	A	B	C	D	E	F
III		7.30	7.61	7.98	8.29	9.00
IV		7.92	8.22	8.55	8.97	9.54
V		8.63	9.03	9.37	9.65	10.28
VI		9.34	9.60	10.02	10.36	10.95
VII		9.97	10.28	10.56	10.95	11.50
VIII		10.56	10.95	11.29	11.70	12.21
IX		11.33	11.70	11.97	12.31	12.85

EVALUATION FORM

NAME: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ YEAR: \_\_\_\_\_

Please complete your assessment of the employee in the following areas. Be specific.

1. Accuracy and acceptability of work: \_\_\_\_\_

\_\_\_\_\_

2. Dependability regarding your responsibilities: \_\_\_\_\_

\_\_\_\_\_

3. Judgment regarding decision making: \_\_\_\_\_

\_\_\_\_\_

4. Public relations with co-workers, students, and public: \_\_\_\_\_

\_\_\_\_\_

5. Courtesies regarding telephone conversations: \_\_\_\_\_

\_\_\_\_\_

6. Health: \_\_\_\_\_

\_\_\_\_\_

7. Punctuality and attendance: \_\_\_\_\_

\_\_\_\_\_

8. Please describe the strong points of the employee. Be specific. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. If the employee's performance is unsatisfactory in any area, describe the improvement expected, a program for improvement and a timeline for making said improvement.

\_\_\_\_\_

\_\_\_\_\_

APPENDIX C (con't)

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\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date Employee Received Evaluation

\_\_\_\_\_  
Date of Conference Between  
Employee and Supervisor

\_\_\_\_\_  
Date of Next Scheduled Evaluation

\* Signature does not constitute agreement with the evaluation, but merely acknowledges receipt of the evaluation.



Grievance # \_\_\_\_\_

ST. CLAIR COUNTY COMMUNITY COLLEGE  
M.E.S.P.A. GRIEVANCE REPORT FORM

Distribution of Form

- 1. College President
- 2. Immediate Supervisor
- 3. Association
- 4. Employee
- 5. MESPA Representative

Grievance Report

Submit to Immediate Supervisor in Duplicate

ASSIGNMENT

NAME OF GRIEVANT

DATE FILED

LEVEL I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX D (con't)

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEVEL II

A. Date Submitted to College President \_\_\_\_\_

B. Disposition of College President \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL III

A. Date Submitted to Arbitration \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX E

### JOINT COMMITTEE

A joint committee shall be established to review mutually agreed upon concerns. Such a committee shall be composed of three employees appointed by the Union President and three administrators appointed by the Dean of Administrative Services. This Committee shall meet as jointly agreed upon and shall review mutual concerns regarding classifications, seniority, insurance costs and other concerns of a mutual interest. It is understood that the Uniserv Director and the Dean of Administrative Services will serve as "exofficio" members of this Committee.





