

**AGREEMENT**

**BETWEEN**

**WASHTENAW COMMUNITY COLLEGE**

**BOARD OF TRUSTEES**

**AND**

**WASHTENAW COMMUNITY COLLEGE**

**OFFICE PROFESSIONAL/TECHNICAL  
ASSOCIATION**

**2008 - 2011**





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## **AGREEMENT**

**THIS AGREEMENT** entered into as of July 1, 2008, between the Board of Trustees, Washtenaw Community College (hereinafter referred to as the "Board") and the Washtenaw Community College Office Professional/Technical (OP/T) Association, affiliated with the Michigan Education Association/National Education Association (hereinafter referred to as the "Association").

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

## **PURPOSE AND INTENT**

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

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

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

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

## **ARTICLE 1. RECOGNITION CLAUSE & UNIT DEFINITION**

### **SECTION 1.1 RECOGNITION**

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

#### **SECTION 1.1.1 UNIT DEFINITION**

All full-time and part-time office educational support personnel and child care employees who work twenty (20) or more hours per week on a regular scheduled basis. All other employees of the College, including, but not limited to: substitute employees, interim employees, temporary employees, less than twenty (20)-hour per week part-time employees, grant and experimental program employees, students, the Administrative Assistant to the President, confidential employees in the Office of Human Resource Management, security employees, computer technicians, gun range technicians, the Coordinator of Admissions and Student Records, supervisors as determined by M.E.R.C. and all other individuals who are currently or who would be included in other bargaining units certified by the Commission are excluded from the bargaining unit.

### **SECTION 1.2 BOARD RIGHTS**

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

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

#### **SECTION 1.2.1 ASSOCIATION RIGHTS**

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

may reasonably require for purposes of evaluating and negotiating, and settling misunderstandings and grievances.

**SECTION 1.3 AID TO OTHER ASSOCIATIONS**

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

**SECTION 1.4 NO STRIKE CLAUSE**

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

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

**SECTION 1.5 ENTIRE AGREEMENT CLAUSE**

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

Any individual agreement between the Board of Trustees and an individual Association member, heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

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

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

**SECTION 1.5.1 ASSOCIATION OFFICERS**

The employees of the Association shall be represented by the President of the Association, the Grievance Chair, and a minimum of two Area Representatives at the Huron River Campus. The Association will notify the Administration in writing of the names of persons authorized to represent the employees. The Grievance Chair, during working hours, after notifying her or his immediate supervisor, without loss of pay or time, shall investigate and present grievances. The Area Representative shall perform all duties of the Grievance Chair in the Grievance Chair's absence.

The maximum release time for any one (1) grievance shall be two (2) hours up to Step II and shall be properly logged. The Association shall be charged release time for each of the Representatives or Grievance Chair involved in the processing of a grievance. The Representatives or Grievance Chair must notify their immediate supervisor prior to leaving their workstation to investigate or present grievances.

The President of the Association shall be permitted to receive up to one and one-half (1 1/2) hours release time per week, without loss of pay or time, for the purpose of meeting with members to address employment related issues. The President must notify her or his immediate supervisor prior to leaving her or his workstation. Meetings between the President of the Association and the Administration shall not be counted against this release time provision. The President of the Association may request additional release time, subject to the approval of the Associate Vice President of Human Resources.

### **SECTION 1.5.2 CONTRACT IMPLEMENTATION COMMITTEE**

In connection with the implementation of the new collective bargaining Agreement, the Association and the College will institute a committee to meet on a monthly basis to discuss issues related to contract implementation and unit positions. The membership of this committee shall consist of the President, Vice President, and Grievance Chair of the Association, the MEA Uniserv Director, the Director of Labor and Employee Relations, and the Human Resource Specialist. Either party may include other individuals as needed.

### **SECTION 1.6 NON-DISCRIMINATION**

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

## **ARTICLE 2. ASSOCIATION SECURITY, DUES & MEMBERSHIP**

### **SECTION 2.1 ASSOCIATION SECURITY REQUIREMENT OF ASSOCIATION MEMBERSHIP**

- A. Maintenance of Membership: All employees who are members of the Association under the present Agreement shall be required, as a condition of continued employment, to continue membership in the Association or pay the fee conditioned as per law for the duration of this Agreement.
- B. As a condition of employment, present employees who are in the bargaining unit but are not members of the Association shall have the option of joining the Association or paying the fee conditioned as per law to the Association.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of continued employment, have the option of joining the Association or paying the fee conditioned as per law to the Association upon completion of probationary period.
- D. Transfer of Employees: If an employee is transferred to a position under the Board not included in the unit and is thereafter transferred again to a position within the unit, she or



he shall have accumulated seniority while working in the position to which she or he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement for a period of one (1) year.

## **SECTION 2.2            ASSOCIATION DUES**

- A. **Payment by Check-Off:** Association members can tender the monthly membership dues or the fee conditioned as per law by signing the Authorization for Check-Off of Dues form.
- B. **Check-Off Forms:** During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Board agrees to deduct Association membership dues or the fee conditioned as per law from the pay of each association member who has executed an Authorization for Check-Off of Dues form (Exhibit A).
- C. **When Deductions Begin:** Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective upon completion of the probationary period and shall be deducted twice a month (following the probationary period) and each month thereafter.
- D. **Remittance of Dues to Financial Officer:** Deductions for any calendar month shall be remitted to such address as designated by the Treasurer of the local Association. An alphabetical list of names of all association members and the amount of deduction from whom deductions, have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.  

The employer shall notify the Treasurer of the names of employees who, through a change in their employment status, are no longer subject to deductions.
- E. **Termination of Check-Off:** An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which she or he is no longer a member of the bargaining unit. The local unit shall be notified by the Office of Human Resource Management of the names of all employees of the bargaining unit who have been terminated following the end of each month in which the termination took place.
- F. **Disputes Concerning Membership:** Any dispute arising as to an employee's membership in the Association or the payment of the fee conditioned as per law shall be reviewed by the Associate Vice President of Human Resources or the designated representative of the Board with the appropriate Area Representative of the local unit and, if not resolved, may be decided at the final step of the grievance procedure.
- G. **Failure to Comply:** Subject to the requirements of law, employees who fail to meet the requirement under this section shall have their employment with the College terminated. The Association agrees to save and hold harmless the Board for any and all financial liabilities due to enforcement of this article.

**SECTION 2.3 NEW HIRES**

- A. Upon initial hire, the employee will be given a copy of the Agreement.
- B. The employee shall be informed that the Membership Chair of the Association may contact her or him during the first week of employment.
- C. Before the end of the 89th day of employment, the Membership Chair and the Associate Vice President of Human Resources or her or his designee, will meet with the new employee unless an appropriate card has already been signed. The employee will, no later than the 89th day, sign the Authorization for Check-Off of Dues form.
- D. The original signed form will then be sent to the Office of Human Resource Management. A copy of this card will be sent to the Association.

**ARTICLE 3. GRIEVANCE**

**SECTION 3.1 GRIEVANCE PROCEDURE**

- A. **Purpose:** The primary purpose of this grievance procedure is to secure at the earliest possible level an equitable solution to complaints or grievances of the association members of the bargaining unit.
- B. **Definition:** A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an association member in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.
- C. **Time Frames:** The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed in writing within twelve (12) working days after the occurrence, or after the occurrence should have been known; otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- D. **Association Grievance:** Matters involving Association grievances will be discussed with the Associate Vice President of Human Resources, following the steps of the grievance procedure (i.e. Oral Step, Written, etc.). An OP/T Association MEA-NEA Representative may be present at any step of the grievance procedure provided advance notice is given to the Office of Human Resource Management.
- E. **Steps of The Grievance Process:**

**Oral Stage – Step I**

Any association member having a complaint shall first take up the matter with her or his immediate supervisor within five (5) working days of when the complaint arises, and have an Area Representative or Grievance Chair present if desired. If no satisfactory answer or disposition is received within two (2) working days, the complaint shall move to the Written Stage-Step II.

### **Written Stage – Step II**

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

### **HRM Stage – Step III**

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

### **Arbitration Stage - Step IV**

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

#### **F. Power of the Arbitrator**

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

## **SECTION 3.2            TIME OF APPEALS**

Any grievance not appealed from an answer from one step to the next step of the grievance procedure within specified time limits shall be considered settled on the basis of the last answer

and not subject to further review. If a grievance is not answered within the specified time, it may be moved to the next step of the grievance procedure.

Time limits may be extended only by mutual consent of the employer and the Association.

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

### **SECTION 3.3 WITHDRAWAL OF CASES**

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

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

### **SECTION 3.4 PAYMENT OF BACK PAY CLAIMS**

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

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

## **ARTICLE 4. PROBATIONARY & SENIORITY**

### **SECTION 4.1 SENIORITY - PROBATIONARY EMPLOYEES**

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

- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) working days of their employment. Employees shall complete their probationary period within one hundred sixty-five (165) calendar days of their employment. When an employee finishes the probationary period, she or he shall be entered on the seniority list of the bargaining unit and shall be considered to have seniority computed from the first day of her or his employment. There shall be no seniority among probationary employees.
- B. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Association activity.
- C. Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire. An employee rehired shall commence her or his seniority from last date of

hire. In the event two people are hired on the same date, the seniority shall be determined by the drawing of lots.

#### **SECTION 4.2 SENIORITY LISTS**

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

#### **SECTION 4.3 LOSS OF SENIORITY**

An association member shall lose her or his seniority for the following reasons only:

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

If she or he does not return to work when recalled from layoff as set forth in Section 5.2 Recall Procedure. In proper cases, exceptions shall be made.

#### **SECTION 4.4 SENIORITY OF OFFICERS**

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

### **ARTICLE 5. LAYOFF & RECALL PROCEDURE**

#### **SECTION 5.1 LAYOFF**

- A. The word "layoff" means a reduction in the working force due to a decrease in work, or financial, or budgeting considerations. Whenever a layoff occurs the following procedure will be followed:
  - 1. The affected association member shall be placed into a vacant position within her or his classification providing the association member is qualified, on the basis of

qualifications and experience, related to the particular job description in question, as determined by management, to perform the work.

- a. If more than one vacancy exists in the association member's classification, the association member shall have the choice as to which position she or he will be placed in provided she or he meets the qualifications of the vacant position.
2. If there is no vacant position within the association member's classification, the association member shall have the right to bump an association member of lesser seniority within her or his classification provided she or he is qualified to perform the work.
  - a. The association member shall first attempt to bump the least senior association member within her or his classification. If she or he does not secure this position she or he shall continue to attempt to bump within the classification in reverse order of seniority beginning with the least senior association member in her or his classification.
  - b. Should the association member not secure a position in her or his classification she or he shall follow the above procedure within the next lower classification. This process may be continued until all possibilities in lower classifications have been exhausted. If the association member secures a position in a lower classification she or he shall receive her or his current rate of pay for the remainder of the current fiscal year.
3. All subsequent association members displaced, as a result of the initial layoff shall follow the procedure in (1) and (2) above.
  - a. When an association member is subject to layoff, that association member shall be notified by the Office of Human Resource Management ten (10) working days in advance of the date the layoff will occur and at that time shall be notified of the position for which she or he qualifies as outlined in (1) and (2) above.
- B. At least ten (10) working days prior to the association member receiving her or his notice of the layoff, the matter shall be discussed between the Office of Human Resource Management and the Association.
- C. When an association member accepts a lower classification as a result of the layoff procedure, if mutually agreeable between the supervisor and the association member, she or he shall return to her or his former position should it be vacated. This option shall be exercised within five (5) working days. If she or he fails to take the position, the job will immediately be posted under Article 6.00.
- D. Probationary employees and part-time employees shall be laid-off before full-time members of the bargaining unit.

## **SECTION 5.2            RECALL PROCEDURE**

When the working force is increased after a layoff, association members will be recalled according to bargaining unit-wide seniority as defined in Section 4.1. Notice of recall shall be sent to the association member, at her or his last known address, by certified mail delivered to

addressee only. If an association member fails to report for work within fifteen (15) consecutive days after delivery or attempted post office delivery, she or he shall be considered a quit.

### **SECTION 5.3 POSITION ELIMINATION**

- A. If the College determines that a position within the bargaining unit is to be eliminated, the following procedure will be followed:
1. The affected association member shall be placed into a vacant position within her or his classification providing the association member is qualified, on the basis of qualifications and experience, related to the particular job description in question, as determined by management, to perform the work.
    - a. If more than one vacancy exists in the association member's classification, the association member shall have the choice as to which position she or he will be placed in provided she or he meets the qualifications of the vacant position.
  2. If there is no vacant position within the association member's classification, the association member shall have the right to bump an association member of lesser seniority within her or his classification provided she or he is qualified to perform the work.
    - a. The association member shall first attempt to bump the least senior association member within her or his classification. If she or he does not secure this position she or he shall continue to attempt to bump within the classification in reverse order of seniority beginning with the least senior association member in her or his classification.
    - b. Should the association member not secure a position in her or his classification she or he shall follow the above procedure within the next lower classification. This process may be continued until all possibilities in lower classifications have been exhausted. If the association member secures a position in a lower classification she or he shall receive her or his current rate of pay for the remainder of the current fiscal year or six months, whichever is greater.
  3. All subsequent association members displaced, as a result of the initial position elimination shall follow the procedure in (1) and (2) above.
  4. When an association member's position is eliminated, that association member shall be notified by the Office of Human Resource Management ten (10) working days in advance of this elimination and at that time shall be notified of the position for which she or he qualifies as outlined in (1) and (2) above.
- B. At least ten (10) working days prior to the association member receiving her or his notice of the elimination of her or his position, the matter shall be discussed between the Office of Human Resource Management and the Association.

## ARTICLE 6. PROMOTIONS, TRANSFERS, & DEFINITION OF EMPLOYEE CATEGORIES

### SECTION 6.1 PROMOTIONS AND TRANSFERS

- A. **Posting:** If a new job or permanent vacancy occurs in a classification covered by this Agreement and the employer determines to fill such opening, the open job will be posted for a period of five (5) regularly scheduled working days. All open jobs will be posted for a period of five (5) working days setting forth the minimum requirements for the position on appropriate bulletin boards.

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

**Transfer:** A transfer is defined as an Association member being placed in another bargaining unit position at the discretion of the College.

*The Association may request that a member be transferred to an open position.*

**Promotion:** A promotion is defined as an Association member being granted another bargaining unit position that she or he applied for.

Association members shall be eligible for only one (1) promotion within a twelve (12) month calendar period. New hires are not eligible for promotion or transfer for nine (9) months after hire date. If the Association member reverts back to her or his former position during the trial period, the waiting period shall not apply.

- B. **Selection:** From among the association members who bid on positions and meet the minimum requirements of the posted position, the employer will make a selection and grant one (1) association member a thirty (30) working day trial period. The selection of the association member shall be made on the basis of qualifications and ability for a particular position, as determined by the employer. The two most senior association members who bid on the position and who meet the minimum qualifications for the position will be interviewed by the hiring supervisor.
- C. **Testing:** Job related tests may be used when positions require additional or different skills than an Association member currently possesses. Certification or a passing grade in a credit course will be accepted in place of testing.
- D. **Announcement/Denial:** The employer will announce the successful job bidder, if any, within ten (10) regularly scheduled working days after the close of the bidding period. All members of the bargaining unit who are applicants for such openings shall be notified, in writing, of the disposition of their application.
- E. **Trial Period:** When an association member's job bid is accepted, she or he will be given a trial period not to exceed thirty (30) working days. If at any time within the trial period, the Association member is disqualified for the job, she or he shall be returned to the permanent job she or he held prior to the accepted bid. During the thirty (30) working day trial period, the Association member shall have the opportunity to revert back to her or his



former position. The Association member shall inform in writing to her or his current supervisor of the decision of voluntary reversion copying the Director of Labor and Employee Relations and the Employment Manager. Under these circumstances of disqualification and/or voluntary reversion, the Association President will be notified when the position is reposted.

- F. If an association member reverts back to her or his former position during the thirty (30) working day trial period, the following procedure will be followed:
1. The position will be reposted internally for a period of three (3) working days.
  2. If internal applicants apply that applied for the initial posting, they shall be considered for the position unless she or he withdraws from consideration.
  3. The selection process shall be the same as outlined in Section B of this Article.
  4. If no internal applicant wishes to apply for the reposted position, the position may be posted for external candidates.
- G. Members of the bargaining unit normally assigned to specific locations may expect to enjoy continuity in such assignments. Involuntary transfers shall not take place without prior discussion with the affected association member and Association, in which any objections to the assignment by the association member or Association shall be considered before the final decision is made. The final decision shall remain with the College.
- H. If an Association member is involuntarily transferred she or he shall suffer no loss of annual salary resulting from a reduction in wages and/or work year for the duration of the assignment.
- I. **Temporary Assignment:** An employee required by the employer to work in a higher classification on a temporary basis for at least three (3) consecutive working days shall be paid at the rate of the higher classification for all days worked in the higher classification.
- J. **External Applications:** If there are no qualified bidders for any open and posted job, the College may fill the job at its discretion.
- No new employee or outside office service representative (Manpower, Kelly Girls, etc.) shall be hired to fill a position while a qualified regular association member is on layoff status and elects to take such a position.
- K. **Reclassified Positions:** An incumbent whose bargaining unit position has been reclassified shall not be required to bid on the reclassified position, provided that they meet the minimum qualifications of the position. Furthermore, the incumbent shall automatically be placed in the reclassified position provided that the aforementioned conditions are met.

## **SECTION 6.2            TEMPORARY ASSIGNMENTS/NON-UNIT PART-TIME EMPLOYEES**

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

No employee or group employees who are not full-time employees of the College may be given wages or other benefits superior to wages or benefits that they would have received as full-time members of the bargaining unit for the same or equal work.

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

Non-unit temporary assignment employees are defined as those employees who are assigned to work in an interim, substitute, temporary, or grant and experimental program capacity. These employees shall not be members of the bargaining unit.

Association members may request a temporary work assignment in an interim or substitute capacity without limitation to hours per year. The Association member must obtain the consent of both supervisors in writing before requesting the assignment. The Association will provide the employer with a list of association members desiring to fill such positions quarterly.

### **SECTION 6.2.1 DEFINITION OF EMPLOYEE CATEGORIES**

A temporary position may be created for a period of time not to exceed the remainder of the fiscal year in which the position is filled and the following fiscal year.

#### **A. Permanent Part-Time Employees**

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

1. These employees will be covered by Section 2.0 and will be required to become dues paying members of the Association or pay the fee conditioned as per law.
2. Wages shall be established at the time of negotiations.
3. These employees will accrue Paid Time Off on a prorated basis according to Appendix D and schedule 11.2 B of this Agreement..
4. These employees will be granted holidays as specified in this Agreement, but on a prorated basis according to the number of hours normally worked on that day.
5. A separate seniority list shall be established for these employees for purposes of layoff, recall, promotion, and transfer. Should a part-time employee become a full-time employee through promotion or transfer, full-time seniority will rank from the date she or he became a full-time employee.
6. These employees will not be hired or utilized to circumvent the hiring of full-time employees.
7. The College will provide life insurance and long-term disability for these employees according to their base compensation.
8. Eligible employees shall receive one-half (1/2) the longevity payment as stipulated in Appendix B.

**B. Interim Employees:** Vacancies caused by an approved leave of absence, illness, transfer, personal leave, jury duty, posted new positions, transfer/promotion to temporary assignments, resignation, or death of incumbent employees, etc., may be

filled by interim/substitute employees. Interim employees shall have a comparable skill level for the position. Employees hired to fill such vacancies shall not be covered by the terms and conditions of this Agreement except for rates of pay. In the event the employee on leave does not return, such positions shall then be posted, according to the provisions of this Agreement.

Association members filling such positions will be covered by all terms and conditions of this Agreement and may be eligible for pay under Section 6.1(I) and shall continue to pay Association dues/fees.

- C. **Temporary Employees:** The College may hire temporary employees for periods up to one year. Temporary employees are not covered by the terms and conditions of this Agreement.

Association members may also serve in temporary positions for up to one (1) calendar year. These Association members shall retain all benefits under the terms of this Agreement for a period of one (1) calendar year and shall continue to pay Association dues/fees. The one (1) calendar year limitation may be extended for any temporary employee by mutual consent of the parties.

- D. **Part-Time Employees:** A part-time employee shall be limited to a maximum of 1,100 hours within any one (1) fiscal year (July - June) Except for peak periods; part-time employees shall also be limited to less than twenty (20) hours on a weekly basis. Part-time employees are not covered by the terms and conditions of this Agreement. The limitation on hours within a fiscal year shall apply to work performed by the non-unit employee within one department or a combination of departments.

- E. **Grant and Experimental Program Employees:** Personnel employed in positions created under grants or experimental programs shall not be covered by the terms and conditions of this Agreement. Said employees shall have no employment continuation rights beyond the life of the grant, experimental program, or project. Except that a member of the unit promoted to a grant or experimental program position shall have her or his bargaining unit position held for her or him for a period of up to one (1) calendar year. These Association members shall retain all benefits under the terms of this Agreement for a period of one (1) calendar year and shall continue to pay Association dues/fees. At the conclusion of one (1) calendar year, the Association member shall return to her or his former position or forfeit all employment rights under the terms of this Agreement.

An interim employee may be hired to fill the vacated position until the member of this unit returns to the vacated position.

- F. In no case will temporary employees be used to circumvent the hiring of regular employees.
- G. Interim, temporary, or substitute employees will not be worked overtime when regular employees are available and ready for work.
- H. Members of the bargaining unit will be given the opportunity to accept overtime work declined by unit members in other departments if they are available and

qualified. The Association will provide the employer with a list of Association members interested in such overtime work on a quarterly basis.

### **SECTION 6.3            ASSIGNMENT TO NON-BARGAINING UNIT POSITIONS**

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

## **ARTICLE 7.        NEW CLASSIFICATIONS, JOB DESCRIPTIONS & EVALUATIONS**

### **SECTION 7.1            NEW CLASSIFICATION AND RATES**

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

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

### **SECTION 7.2            JOB DESCRIPTIONS**

- A. Position descriptions developed by College management shall serve as guidelines and be in effect until such time as College management develops new job descriptions. Job descriptions shall be subject to review by the association member and her or his immediate supervisor at the time of the association member's annual performance review. This shall not restrict the ability of College management to create new positions or make classification changes or job assignments within the bargaining unit, except as prohibited by and/or subject to the conditions of this Agreement.
- B. The College will share with the Association President a copy of all new or reclassified bargaining unit jobs prior to posting. If the Association wishes to respond, it must do so in writing within three (3) working days after receipt of notice.
- C. The College and the Association shall continue a comprehensive review of all current job descriptions to ensure that essential job duties, responsibilities, and qualifications are in alignment within grade levels.

### **SECTION 7.3            EVALUATIONS**

- A. Supervisors will address performance issues within five (5) working days of identification.
- B. Each Association member will be evaluated by her or his immediate supervisor no less often than annually for the purpose of assessing the association member's work performance, identifying performance areas requiring improvement, and developing a performance improvement plan, when appropriate.
- C. All evaluations will be provided in writing to the association member with a copy being placed in the association member's personnel file. The immediate supervisor will meet with the association member to discuss the evaluation. Upon receipt of the evaluation, the

association member shall sign the evaluation form, acknowledging such receipt. However, in no case shall the association member's signature be construed to mean that she or he necessarily agrees with the content of the evaluation.

- D. If the association member disagrees with the evaluation, she or he may submit a written response to her or his immediate supervisor within fifteen (15) working days of receiving the evaluation. The written response shall be attached to the evaluation form included in the association member's personnel file. Under no circumstances shall the contents of an evaluation be subject to the grievance procedure.
- E. The evaluation form itself shall not be considered a disciplinary document; however, the parties recognize and acknowledge that performance issues identified during the evaluation process may result in subsequent disciplinary action in accordance with 7.40 of this Agreement.
- F. No bargaining unit member shall be permitted to conduct or give input on a performance evaluation of another bargaining unit member.

#### **SECTION 7.4 PERFORMANCE IMPROVEMENT PLAN (PIP)**

If it is deemed that a performance improvement plan is appropriate, follow-up evaluations will be conducted in accordance with such plan. Performance improvement plans shall consist of the specific area for improvement, support that will be given by her or his immediate supervisor, indication of what will determine successful improvement, and the timeframe in which improvement will be expected.

A progress meeting will take place forty-five (45) days into the plan with the Director of Labor and Employee Relations, the Supervisor, the Association Member and an association representative.

### **ARTICLE 8. VETERANS**

#### **SECTION 8.1 VETERANS**

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

### **ARTICLE 9. DISCIPLINE**

#### **SECTION 9.1 DISCIPLINE**

No association member shall be disciplined without just cause.

##### **SECTION 9.1.1 PROGRESSIVE DISCIPLINE**

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

### **SECTION 9.1.2 TERMINATION AND SUSPENSION**

Prior to issuing a termination or suspension, the College will afford the association member an opportunity to respond to the specific reasons for which the disciplinary action is being considered. The College shall notify bargaining unit employees that representation may be present for the issuance of reprimands, as well as for all suspension and/or termination proceedings.

#### **A. Notice of Termination and Suspension**

If an employer determines that a termination or suspension is warranted after the pre-disciplinary proceedings, the employer agrees to notify, in writing, the association member and her or his Association President of the termination or suspension. Said written notice shall contain the specific reasons for the termination or suspension.

In cases of suspension or termination, the association member will be given the opportunity to retrieve her or his personal belongings from the workplace.

### **SECTION 9.1.3 APPEAL OF DISCHARGE**

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

### **SECTION 9.1.4 USE OF PAST RECORD**

In imposing any discipline on a current charge, the Board will not take into account any prior minor infractions, which occurred more than eighteen (18) months previously.

### **SECTION 9.1.5 COMPLAINTS**

Complaints, which are not of a harassment or discriminatory nature, that may result in disciplinary action and which are received against a member of the bargaining unit from students or other staff, by the administration shall be discussed with the member and the Association President and/or her or his representative within five (5) working days of receipt of the complaint by the Association member's immediate supervisor.

**ARTICLE 10. WORKING HOURS, SHIFT PREFERENCE, SHIFT PREMIUM & OVERTIME**

**SECTION 10.1 WORKING HOURS, SHIFT PREFERENCE AND SHIFT PREMIUM**

**A. Working Hours**

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

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

**B. Shift Preference**

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

**C. Shift Premium**

All regular second (2nd) shift association members shall receive twenty-five (25) cents above their base rate. All regular third (3rd) shift association members shall receive thirty-five (35) cents above their base rate.

**SECTION 10.2 WORKDAY, WORKWEEK, WORK YEAR**

**A. Workday** The normal workday for regular full-time association members shall be eight (8) hours excluding a sixty (60) minute non-paid lunch period. Association members may take a thirty (30) minute lunch period if this is mutually acceptable to the association member's immediate supervisor.

**B. Workweek:** The normal workweek for regular full-time association members shall consist of five (5) consecutive workdays, Monday through Saturday, and shall normally be of forty (40) hours duration. This section shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week.

**C. Work Year/Children's Center:** The work year for the Children's Center employees shall approximately coincide with the academic calendar and shall be two hundred and ten (210) working days.

**D. Break/Rest Period:** Association members may take a fifteen (15) minute break for every four (4) hours of work. The work break may be scheduled by the supervisor.

**E. Emergency Closing:** The members of the bargaining unit shall suffer no loss of base pay in the event the College is closed due to an "emergency closing" or "delayed opening." "Emergency closing" shall be defined as those instances when it has been determined by the College that there is a direct threat to the health, safety and well-being of employees and the College has been closed. An "emergency closing" differs from a "delayed opening" or the "cancellation of classes."

- F. **Accrual:** The workday, for purposes of leave accrual and/or usage, shall be defined as eight (8) clock hours.

### SECTION 10.3 OVERTIME

If an association member is requested to work overtime, the overtime pay shall be paid using the following formula:

*Full-Time Employees:*

(Base Rate x 1.5) + Shift Premium + (Longevity/2080)

*210-day Employees:*

(Base Rate x 1.5) + Shift Premium + (Longevity/1680)

Bargaining unit employees may be scheduled to work overtime based on area needs and priorities under the following conditions:

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

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

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

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

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

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

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

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

### SECTION 10.4 REPORTING SYSTEM

Association members shall use UltraTime or other procedure established by the College to report absences from work.



## ARTICLE 11. HOLIDAYS & PAID TIME OFF

### SECTION 11.1 HOLIDAYS

- A. **12-Month Employees:** Paid Holidays for twelve (12) month full-time employees are designated as follows:
- Martin Luther King Birthday
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - Day before Christmas Eve or after Christmas Day as determined by management
  - Two (2) additional days during the Christmas Season as determined by management.
  - Day before New Year's Day
  - New Year's Day
  - Four (4) hours on State and Election days, excluding Primaries (the four (4) hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours)
- B. **Christmas Holiday:** Management shall determine whether the College is closed for the Holiday on the day before Christmas Eve or the day after Christmas, as well as the day on which the additional day during the Christmas season will be observed. Association members shall be notified in advance of the designated days.
- C. **Holiday Observance:** Holidays shall be observed in accordance with the dates designated by the College.

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

### SECTION 11.2 PAID TIME OFF (PTO)

#### A. **PTO**

The College maintains a PTO program for the purpose of providing Association members with the opportunity to take time away from work without loss of compensation. The PTO program is an inclusive paid time off program that replaces vacation leave, sick leave, floating holiday, birthday, and personal business days. PTO is paid at the Association member's current rate of pay.

#### B. **PTO Eligibility**

The amount of PTO which an Association member is entitled to, will be determined by the number of full years of continuous service completed by an Association member in an Association classification as of July 1st. Effective July 1st of each year of this Agreement, Association members will receive PTO using the following schedule:

### **12-Month Employees**

- 0 through 1 year of service 88 hours
- 1 through 2 years of service 240 hours
- 3 through 5 years of service 256 hours
- 6 through 14 years of service 288 hours
- 15 through 19 years of service 296 hours
- 20 years of service and over 308 hours

### **210-Day Employees**

- 0 through 1 year of service 72 hours
- 1 through 2 years of service 136 hours
- 3 through 5 years of service 144 hours
- 6 through 14 years of service 160 hours
- 15 years of service and over 164 hours

### **Permanent Part-Time Employees**

- 0 through 1 year of service 56 hours
- 1 through 2 years of service 120 hours
- 3 through 5 years of service 128 hours
- 6 through 14 years of service 144 hours
- 15 years of service and over 148 hours

## **C. PTO Guidelines**

### **1. PTO Scheduling**

- a. To the extent possible, PTO is to be requested and approved by the Association member's supervisor in advance. Request for approval of PTO must be submitted to the supervisor at least two (2) working days prior to the first day of the leave. PTO will be scheduled on a first come basis and no bumping of PTO will be allowed.
- b. Supervisors are responsible for scheduling PTO in a manner, which balances the operational and service delivery needs of the College with the time off preferences of the Association member. The College reserves the right to deny PTO requests, which may have an adverse effect on its operations.

### **2. PTO Reporting**

- a. The College will maintain a PTO account for each eligible staff member and track the beginning balance, current balance, and usage in a fiscal year.

Association members shall use UltraTime or other procedure established by the College to report absences from work.

### **3. PTO Carryover Limits**

- a. Full-Time Association Members may carry eighty (80) hours of PTO over from one fiscal year to the next. If a full-time Association member carries eighty (80) hours over, an additional incentive of eight (8) hours shall be included making the total carryover eighty-eight (88) hours.

The maximum number of PTO hours a full-time Association member may have in her or his account on July 1st of the fiscal year is:

- 1 through 2 years of service 328 hours
- 3 through 5 years of service 344 hours
- 6 through 14 years of service 376 hours
- 15 through 19 years of service 384 hours
- 20 years of service and over 396 hours

- b. 210-day Children's Center Association Members may carry over sixty-four (64) hours of PTO from one fiscal year to the next. If a two hundred ten-(210) day Association member carries over sixty-four (64) hours, an additional incentive of six (6) hours shall be included making the total carryover seventy (70) hours.

The maximum number of PTO hours a two hundred ten (210)-day Association member may have in her or his account on July 1st of the fiscal year is:

- 1 through 2 years of service 206 hours
- 3 through 5 years of service 214 hours
- 6 through 14 years of service 230 hours
- 15 years of service and over 234 hours

- c. Permanent Part-Time Association Members may carryover forty (40) hours of PTO from one fiscal year to the next. If a permanent part-time Association member carries over forty (40) hours, an additional incentive of four (4) hours shall be included making the total carry over forty-four (44) hours.

The maximum number of PTO hours a permanent part-time Association member may have in her or his account on July 1st of the fiscal year is:

- 1 through 2 years of service 164 hours
- 3 through 5 years of service 172 hours
- 6 through 14 years of service 188 hours
- 15 years of service and over 192 hours

#### 4. Separation from the College

Upon separation from the College, an Association member will be paid any unused balance in her or his PTO account in addition to any accrued PTO.

#### D. New Employees

All new employees to the bargaining unit, after completion of her or his probationary period, shall receive eighty-eight (88) hours of PTO during her or his first year of employment.

Beginning the following July 1st, new hires shall be placed on the appropriate schedule as outlined in Appendix D above and shall be permitted to carryover all of her or his unused PTO time.

**E. Grandparent Clause**

On July 1, 2005, the PTO program superseded the vacation, sick, personal business, birthday, and floating holiday pay programs previously in effect. At the time of conversion, Association member's sick account balances were placed in their individual sick leave reserve account. Sick leave reserve may be used for absences in excess of four (4) consecutive days due to personal illness or FMLA qualified leave. Sick leave reserve may be used to meet the entire ten (10) day waiting period for access into the sick bank.

**ARTICLE 12. BENEFITS**

**Flexible Benefits Plan:** The insurance and benefits listed below (12.10 Life Insurance; 12.20 Health Insurance; 12.30; Dental Insurance; 12.40 Long-Term Disability Insurance; and 12.50 Employee Reimbursement) shall be incorporated in the flexible benefits plan menu outlined below.

**SECTION 12.1 LIFE INSURANCE COVERAGE OPTIONS**

- A. The Board of Trustees will provide universal life insurance for each employee. The insurance shall become effective on the date of hire and terminate at retirement or other termination of employment. Amount of insurance is one (1x) times the employee's annual base pay to the nearest thousand.

**Optional Coverage:** Each employee shall have the option to buy at her or his expense additional life insurance up to one (1x) times or two (2x) times base salary at the cost of such additional insurance to the College. The effect of this option is to double the amount of life insurance. All employee contributions will be applied to pay cost of term insurance and to purchase units of paid-up life insurance, which may be retained or cashed in at retirement or other termination of employment.

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

- B. Dependent Term Life Insurance Coverage

Employees may purchase dependent term life insurance in accordance with the underwriter's policy. Said insurance shall be at no cost to the College.

**SECTION 12.2 HEALTH INSURANCE COVERAGE OPTIONS**

**SECTION 12.2.1 FULL-TIME EMPLOYEE HEALTH INSURANCE BENEFITS**

- A. The employee may choose from the following carriers/plans:
  - 1. Blue Cross/Blue Shield PPO — with Vision Rider
  - 2. Blue Cross Blue/Blue Shield HMO

B. The employee will be responsible for the following monthly payroll pre-tax deduction of:

- |                    |         |
|--------------------|---------|
| 1. Single Coverage | \$ 5.00 |
| 2. Double Coverage | \$10.00 |
| 3. Family Coverage | \$15.00 |

C. Option-Out Coverage

The employee is entitled to \$1,500 rebate, divided by 26 pays, paid to the association member on a bi-weekly basis.

### **SECTION 12.2.2 PART-TIME EMPLOYEES INSURANCE BENEFITS**

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

- More than twenty (20) hours per week, but less than thirty (30) hours, one-half (1/2) of each monthly premium.
- Thirty (30) or more hours per week, but less than forty (40) hours, three-fourths (3/4) of each monthly premium.
- The employer will deduct the remaining necessary amount from the pay of the affected association member enrolling for such Insurance.

### **SECTION 12.3 DENTAL INSURANCE COVERAGE OPTIONS**

- A. The Board shall provide Blue Cross/Blue Shield of Michigan Dental Insurance with 80% Preventative / 80% Major / 80% Basic / 80% Orthodontia coverage and with an annual maximum of \$1,500 and a lifetime maximum — orthodontic of \$2,000 for all members of the bargaining unit and their eligible dependents.
- B. Employees who option-out of coverage are entitled to an annual \$150 rebate refunded in equal payments through regular bi-weekly payroll.

### **SECTION 12.4 LONG-TERM DISABILITY (LTD) COVERAGE OPTIONS**

- A. The Board of Trustees shall provide each permanent employee with the LTD in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be \$3,000. The minimum monthly benefit shall be the greater of \$100 or 10% of the monthly benefit before deductions for other income benefits.

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

#### **SECTION 12.5      EMPLOYEE REIMBURSEMENT OPTIONS**

- A. Employees may voluntarily elect to contribute to an employee reimbursement account and pay for dependent care expenses with pre-tax dollars under this plan. The maximum account amount is \$5,000 per subscriber per year.
- B. Employees may voluntarily elect to contribute to an employee reimbursement account and pay for unreimbursed medical expenses with pre-tax dollars under this plan. The maximum account amount is \$7,000 per subscriber per year.

#### **SECTION 12.6      WORKER'S COMPENSATION**

Each association member shall be covered by the applicable worker's compensation laws. Board further agrees that an association member granted worker's compensation will receive an amount to be paid by the Board sufficient to make up the difference between the association member's worker's compensation payment and 75% of her or his net base weekly salary, based upon the association member's regular work schedule for a period up to twelve (12) months. The Board further agrees that an association member granted worker's compensation will receive fringe benefits for a period up to twelve (12) months.

The Board agrees to hold open the association member's position or its equivalent for a period of twelve (12) months. If the association member is certified by the College's physician to return to active employment, the association member shall be allowed to return to her or his former position without prejudice. In any event, there shall be no requirement to continue the employment of the association member if the association member is unable to return to work within twelve (12) months.

#### **SECTION 12.7      REQUEST FOR PAYROLL DEDUCTION**

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

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

## **SECTION 12.8 MEDICAL REIMBURSEMENT**

The College will reimburse full-time employees up to one-hundred (\$100) dollars each year of this agreement for her or his personal medical, dental or vision expenses, or health club membership dues incurred which are not covered under applicable insurances. The employee must submit itemized receipts with a completed request for Medical Reimbursement Form to the Office of Human Resource Management. All claims will be reimbursed following the Flexible Spending Guidelines.

## **ARTICLE 13. LEAVES OF ABSENCE**

### **SECTION 13.1 SICK BANK/SHORT-TERM PERSONAL ILLNESS**

The primary purpose of the sick bank is to protect an association member's earning power during periods of unavoidable absence due to her or his medical incapacity to perform the responsibilities of her or his job.

- A. The Board shall establish a sick bank on the effective date of this Master Agreement and annually thereafter by applying the following formula. Days in the bank shall be computed by multiplying twenty-four (24) hours times the number of members of the bargaining unit as of the effective date of this Master Agreement. Sick bank days shall be accumulated during the life of this Master Agreement.
- B. Upon application for sick bank days, qualifications for use of the sick bank shall be governed by the following:
  1. Association member must be absent ten (10) consecutive working days. If the association member does not have ten (10) reserve days available, PTO time shall be substituted to keep the association member in a pay status.
  2. Sick bank days may begin after a minimum of ten (10) consecutive workdays of illness and the association member may receive sick bank days, if available, for each working day until ninety (90) calendar days have elapsed and the LTD is applicable.
  3. The association member must have completed one (1) full calendar year of employment within the bargaining unit.
  4. An association member may only access the sick bank once in a fiscal year. Additional access may be approved on a case-by-case basis.
  5. The College may request a second medical opinion at its expense.
- C. The College will make available upon request, sick bank activity including beginning balance, addition/deletion of hours based on membership, and usage, to the sick bank committee. The committee shall consist of two (2) members selected by the bargaining unit members and one (1) member appointed by the President.
- D. The Association member's hospitalization, dental, and life insurance coverage will be continued by the College while on short-term personal illness leave (Sick Bank). The association member is responsible for the monthly payroll deduction as stated in Article 12.2 B.

## **SECTION 13.2 FUNERAL LEAVE**

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

Upon request, the association member shall provide documentation from the funeral home verifying the relationship to the association member of the deceased and the date of the funeral.

## **SECTION 13.3 JURY DUTY**

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

## **SECTION 13.4 LEAVE FOR ASSOCIATION BUSINESS**

Members of the Association elected or selected to attend a function of the Association, such as conventions or educational conferences, may be allowed time off without loss of time or pay provided that the efficient operation of the affected College department is maintained. The employer will provide up to a maximum of ten (10) days per year, accumulative up to a maximum of twenty (20) days.

## **SECTION 13.5 LEAVES OF ABSENCE**

Leaves of Absence shall be granted for the following reasons:

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

### **A. Medical/Disability Leave**

1. After an association member has used the correct combination of her or his PTO, personal sick leave reserve and allotted sick bank days, application shall be made for a medical/disability leave upon certification by a licensed medical doctor (in case of mental illness a licensed psychiatrist). The certification shall state that (1) the association member is unable to work, (2) reason therefore, and (3) anticipated period of disability. According to underwriter's regulations, the association member must be on approved LTD the ninety-first (91st) of her or his disability to continue her or his employment. Disability leaves due to physical or mental illness may be granted for periods up to one hundred twenty (120) calendar days.



2. For association members who have worked for the College at least one thousand two hundred fifty (1250) hours over the prior twelve (12) month period, the first twelve (12) weeks of medical/disability leave shall be counted toward the association member's entitlement under the Family and Medical Leave Act of 1993. Such entitlement provides for the College to continue group health insurance coverage under the same terms offered to association members not on leave. The Family and Medical Leave Act entitlement shall be limited to twelve (12) weeks within any twelve (12) month period which shall be measured forward from the date that the association member's first family medical leave begins.
3. The employer reserves the right to have the College physician verify the disability.
4. Disability leaves granted by the College are without pay and without fringe benefits; except that hospitalization and life insurance will be continued by the employer until the association member is eligible for LTD. However, the association member may continue health and life insurance in effect by paying such premiums to the College.
5. Fifteen (15) days prior to the expiration of the disability leave and return to active status the association member will provide satisfactory evidence of fitness to perform from her or his physician. Should the association member not return to active status upon the expiration of her or his leave their employment with the College will terminate.
6. An association member who has completed five (5) years of continuous service with the College will have her or his position held open for them while on disability leave. Disability leaves shall be granted without loss of seniority.

**B. Prolonged Illness in Immediate Family**

1. After an association member has used her or his personal sick leave reserve and ninety-six (96) hours of PTO, application may be made for prolonged illness in immediate family leave. Upon certification by a physician or psychiatrist an illness in immediate family leave shall be granted for periods up to one (1) year. A physician's statement may be requested at each ninety (90) day interval and reviewed by the College. An association member's position will be held open for her or him while she or he is on illness in immediate family leave, provided she or he has completed five (5) years of continuous service with the College, unless mutually agreed otherwise in writing. Illness in immediate family leaves shall be granted without loss of seniority for a period of one (1) year and may be extended for like cause. An interim/substitute association member may be hired to fill the vacancy created.
2. Should the association member desire to return to active employment status prior to the ending date of the leave, she or he will submit notification to the Office of Human Resource Management fifteen (15) working days prior to return date.
3. The association member may continue her or his life insurance and hospitalization coverage by paying the premium costs to the College during her or his leave period.

**C. Public or Association Service Leave**

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

**D. Special Leave of Absence**

A special leave of absence may be granted to any bargaining Association member who has completed three (3) years of continuous service with the College.

Upon application from the association member to her or his supervisor, and approved by the President or her or his designee, a special leave of absence shall be granted without pay and without fringe benefits for periods not to exceed four (4) calendar months in any one (1) calendar year for the following purposes:

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

An association member while on special leave of absence may continue her or his hospitalization and life insurance coverage by paying such premiums to the College.

Such leaves may be extended for like causes.

Special leave of absence shall be granted without loss of seniority. An interim/substitute association member may be hired to fill the vacancy created by a special leave of absence.

The College agrees to guarantee the association member's position.

**ARTICLE 14. SPECIAL CONFERENCES**

**SECTION 14.1 SPECIAL CONFERENCES**

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

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

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

## **ARTICLE 15. HEALTH & SAFETY COMMITTEE**

### **SECTION 15.1 HEALTH AND SAFETY COMMITTEE**

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

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

## **ARTICLE 16. MISCELLANEOUS**

### **SECTION 16.1 ASSOCIATION BULLETIN BOARDS**

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

- A. Notices of Recreational and Social Events
- B. Notices of Elections
- C. Notices of Results of Elections
- D. Notices of Meetings

### **SECTION 16.2 MISCELLANEOUS**

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

E. College equipment and supplies shall not be used for personal business.

## **ARTICLE 17. CHILDREN'S CENTER STAFF**

### **SECTION 17.1 CHILDREN'S CENTER STAFF**

- A. The employer agrees to make reasonable effort to maintain a ratio of employees to children as required in children's centers licensing requirements (adults to children).
- B. Association members in the children's center may be granted paid release time for the purpose of program planning, room meetings, and parent conferences.
- C. The employer agrees to provide work opportunities to children's center employees, beyond two hundred ten (210) days, if employees are needed at the children's center. Employees will be offered such work opportunity on the basis of their seniority. All work performed by an employee shall entitle that employee to the rate of pay prescribed by the terms of this Agreement.
- D. 210-day Employees: Holidays are counted as time worked in the calculation of the two hundred ten (210)-day work year. Paid holidays for two hundred ten (210)-day full-time employees are designated as follows:
- Martin Luther King Birthday
  - Memorial Day or Fourth of July (whichever day falls within the base Agreement period)
  - Labor Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day
  - Day before Christmas Eve or after Christmas Day as determined by management
  - Christmas Eve
  - Christmas Day
  - One additional day during the Christmas holidays, as determined by management
  - New Year's Eve
  - New Years Day
  - Four (4) hours on State and National Election days, excluding Primaries (the four (4) hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours)

## **ARTICLE 18. LAW PROVISIONS**

### **SECTION 18.1 CONTRARY TO LAW PROVISION**

If any provision of this Agreement or any application of this Agreement to any unit member should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to rule or regulation of appropriate state or federal agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect.

## **SECTION 18.2 EFFECT BY PASSAGE OF LAW**

Any provision of this Agreement, which is contrary to law, but becomes legal during the life of the Agreement, shall take immediate effect upon the enactment of such legislation.

## **ARTICLE 19. APPENDIXES**

### **SECTION 19.1 APPENDIXES**

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

- Appendix A Pensions/Retirement
- Appendix B OP/T Association Unit Wage Schedules
- Appendix C OP/T Association Job Classification System
- Appendix D Longevity
- Appendix E WCC Tuition Grants, Scheduling of WCC Classes & Outside Tuition Grants
- Appendix F PTO Eligibility/12-month Employee
- Appendix G PTO Eligibility/210-day Employee
- Appendix H PTO Eligibility/Permanent Part-Time Employee

## **ARTICLE 20. TERMINATION & MODIFICATION**

### **SECTION 20.1 TERMINATION AND MODIFICATION OF AGREEMENT**

This Agreement shall continue in full force and effect until June 30, 2011.

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

If either party desires to modify or change this Agreement it shall sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

#### **SECTION 20.1.1 NOTICE OF TERMINATION OR MODIFICATION**

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association, to MEA 2755 Carpenter Road, 3SW, Suite A, Ann Arbor, Michigan 48108, and if to the Board, addressed to Washtenaw Community College, Office of the President, Ann Arbor, Michigan 48105, or to any such address as the Association or the Board may make available to each other.

**ARTICLE 21. DURATION OF AGREEMENT**

**SECTION 21.1 DURATION OF AGREEMENT**

This Agreement shall continue in effect for a period of three (3) years, commencing July 1, 2008 and ending June 30, 2011.

## **APPENDIX A      PENSIONS-RETIREMENT**

### **A-1.10      SOCIAL SECURITY**

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

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

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

**APPENDIX B OP/T ASSOCIATION UNIT WAGE SCHEDULES**

<b>Childcare Professional</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
12.91	13.10	13.30
<b>Office Professional Level A</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
12.64	12.83	13.02
<b>Office Professional Level B</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
13.18	13.38	13.58
<b>Office Professional Level C</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
13.73	13.94	14.15
<b>Office Professional Level D</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
14.28	14.50	14.71
<b>Office Professional Level E</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
14.83	15.05	15.28
<b>Executive Secretary</b>		
2008-2009	2009-2010	2010-2011
Minimum	Minimum	Minimum
15.94	16.17	16.42

All Association members will receive a 3% increase for 08/09 Agreement year.  
 All Association members will receive a 3% increase for 09/10 Agreement year.  
 All Association members will receive a 3% increase for 10/11 Agreement year.  
 Applicable wage increases shall take effect on:

- July 1, 2008 (for the 2008–2009 fiscal year)
- July 1, 2009 (for the 2009–2010 fiscal year)
- July 1, 2010 (for the 2010–2011 fiscal year)

**PROMOTIONS**

When an Association member is promoted to a higher level, they shall have their wage set at the wage minimum or at 5% per level promoted per hour over their current wage, whichever is greater. When an Association member moves to a lower level, they shall have their wage reduced by 35 cents per hour per level.



**APPENDIX C OP/T ASSOCIATION JOB CLASSIFICATION SYSTEM**

Office Professional A	High School Diploma or GED and	0-2 years experience
Office Professional B	High School Diploma or GED and	2 years relevant work experience and 15 credit hours in related coursework or the equivalent combination of education and work experience
Office Professional C	High School Diploma or GED and	3 years relevant work experience and 24 credit hours in related coursework or the equivalent combination of education and work experience
Office Professional D	High School Diploma or GED and	4 years relevant work experience and 30 credit hours in related coursework or the equivalent combination of education and work experience
Office Professional E	High School Diploma or GED and	5 years relevant work experience and 45 credit hours in related coursework or the equivalent combination of education and work experience
Executive Secretary	High School Diploma or GED and	7 years relevant work experience and 60 credit hours in related coursework or the equivalent combination of education and work experience
Childcare Professional	Associate Degree in Early Childhood Education or related field, or 60 credit hours which include a Child Development Associates Credential (CDA) with 12 additional credit hours in early childhood education	1 year successful recent work experience in a licensed child care center

## **APPENDIX D      LONGEVITY**

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

<u>Years Service</u>	<u>Amount</u>
5 Years	\$350
10 Years	\$450
15 Years	\$650
20 Years and over	\$850

## **APPENDIX E      WCC TUITION GRANTS, SCHEDULING OF WCC CLASSES & OUTSIDE TUITION GRANTS**

### **A. Washtenaw Community College Tuition Grants**

Tuition grants shall be paid by the College for full-time association members, their spouses and their dependent children who attend Washtenaw Community College.

### **B. Association Members Who Attend Classes During The Workday**

1. Notwithstanding the provisions of Section 10.20 Workday, Work Year, and 10.30 Overtime, Association members may during fall, winter, and spring/summer semesters, attend classes up to a maximum of two (2) hours per day not to exceed six (6) hours in any workweek.
2. Prior to enrollment in a class that conflicts with the Association member's working hours, the Association member shall have the written approval from her or his supervisor with final review from the Office of Human Resource Management. If the supervisor denies the request, the Association member may contact the Office of Human Resource Management.
3. When an Association member attends a class during her or his work shift, she or he shall be required to work eight (8) hours in addition to the time spent attending the class. Association members may attend a class for one (1) hour during her or his regularly scheduled lunch hour.
4. In no case shall time spent attending class be considered as working hours in the calculation of overtime.
5. Total combined time spent attending class and adjusted work time shall not exceed forty-six (46) hours on a weekly basis.
6. If a weekly class meeting is cancelled, the Association member will seek the approval of her or his supervisor to adjust her or his schedule for that day.

### **C. Tuition Reimbursement For Enrollment At Other Institutions**

The College will set aside a pool of ten thousand dollars (\$10,000) non-cumulative, in each year of the Agreement for tuition reimbursement for Association members who take courses at other institutions. The following guidelines will apply:

1. **Tuition Reimbursement Eligibility** – All course work must be normally taken outside of regular work hours on the association member's own time. Tuition reimbursement is for tuition and up to \$100 for fees per semester and does not include reimbursement for books, or other related expenses. Association members may receive reimbursement for up to nine (9) credit hours per year with a limit of three (3) credit hours per semester. Tuition reimbursement will be based on current in-state undergraduate tuition costs and course specific fees at Eastern Michigan University.

2. Tuition Reimbursement will be awarded only if the association member receives a grade "C" or better for undergraduate courses and grade "B" or better for graduate courses.
  3. **Tuition Reimbursement Process** — Tuition reimbursement is on a first-come, first-served basis as long as there is money in the pool. Association members may request tuition reimbursement prior to taking classes. If money is available in the pool, the dollars requested will be set aside for that association member. Upon successful completion of the requirements for reimbursement, the association member will be reimbursed. Association members who do not complete the requirements will not be reimbursed.
- D. All supporting documentation (grade report and tuition receipt) must be submitted to the Office of Human Resource Management within six (6) weeks of course completion. Tuition reimbursement will be awarded only when the following documentation has been submitted in a timely manner.
1. Verification of grade "C" or better for undergraduate courses and grade "B" or better for graduate courses as noted on an official grade report or proof of successful completion of the course, and
  2. Submission of original receipt of tuition payment.

For complete instructions, please contact the Office of Human Resource Management.

**APPENDIX F PTO ELIGIBILITY/12-MONTH FULL-TIME EMPLOYEE**

<b>Seniority</b>	<b>End of Probation</b>	<b>Hours</b>	<b>First July</b>		<b>Number of</b>	<b>Multiplier</b>	<b>Total</b>
<b>Date</b>	<b>Period</b>	<b>Earned</b>	<b>After Probation</b>		<b>Months</b>		<b>Earned</b>
Jul 08	Oct 08	88	Jul 09	240	9	16.88	151.92
Aug 08	Nov 08	88	Jul 09	240	8	16.88	135.04
Sep 08	Dec 08	88	Jul 09	240	7	16.88	118.16
Oct 08	Jan 09	88	Jul 09	240	6	16.88	101.28
Nov 08	Feb 09	88	Jul 09	240	5	16.88	84.40
Dec 08	Mar 09	88	Jul 09	240	4	16.88	67.52
Jan 09	Apr 09	88	Jul 09	240	3	16.88	50.64
Feb 09	May 09	88	Jul 09	240	2	16.88	33.76
Mar 09	Jun 09	88	Jul 09	240	1	16.88	16.88
Apr 09	Jul 09	88	Jul 10	240	0	16.88	0.00
May 09	Aug 09	88	Jul 10	240	11	16.88	185.68
Jun 09	Sep 09	88	Jul 10	240	10	16.88	168.80
Jul 09	Oct 09	88	Jul 10	240	9	16.88	151.92
Aug 09	Nov 09	88	Jul 10	240	8	16.88	135.04
Sep 09	Dec 09	88	Jul 10	240	7	16.88	118.16
Oct 09	Jan 10	88	Jul 10	240	6	16.88	101.28
Nov 09	Feb 10	88	Jul 10	240	5	16.88	84.40
Dec 09	Mar 10	88	Jul 10	240	4	16.88	67.52
Jan 10	Apr 10	88	Jul 10	240	3	16.88	50.64
Feb 10	May 10	88	Jul 10	240	2	16.88	33.76
Mar 10	Jun 10	88	Jul 10	240	1	16.88	16.88
Apr 10	Jul 10	88	Jul 11	240	0	16.88	0.00
May 10	Aug 10	88	Jul 11	240	11	16.88	185.68
Jun 10	Sep 10	88	Jul 11	240	10	16.88	168.80
Jul 10	Oct 10	88	Jul 11	240	9	16.88	151.92
Aug 10	Nov 10	88	Jul 11	240	8	16.88	135.04
Sept 10	Dec 10	88	Jul 11	24	7	16.88	118.16
Oct 10	Jan 11	88	Jul 11	240	6	16.88	101.28
Nov 10	Feb 11	88	Jul 11	240	5	16.88	84.40
Dec 10	Mar 11	88	Jul 11	240	4	16.88	67.52
Jan 11	Apr 11	88	Jul 11	240	3	16.88	50.64
Feb 11	May 11	88	Jul 11	240	2	16.88	33.76
Mar 11	Jun 11	88	Jul 11	240	1	16.88	16.88
Apr 11	Jul 11	88	Jul 12	240	0	16.88	0.00
May 11	Aug 11	88	Jul 12	240	11	16.88	185.68
Jun 11	Sep 11	88	Jul 12	240	10	16.88	168.80

## APPENDIX G PTO ELIGIBILITY/210-DAY EMPLOYEE

Seniority	End of Probation	Hours	First July		Number of	Multiplier	Total
Date	Period	Earned	After Probation		Months		Earned
Jul 08	Oct 08	72	Jul 09	136	9	7.11	63.99
Aug 08	Nov 08	72	Jul 09	136	8	7.11	56.88
Sep 08	Dec 08	72	Jul 09	136	7	7.11	49.77
Oct 08	Jan 09	72	Jul 09	136	6	7.11	42.66
Nov 08	Feb 09	72	Jul 09	136	5	7.11	35.55
Dec 08	Mar 09	72	Jul 09	136	4	7.11	28.44
Jan 09	Apr 09	72	Jul 09	136	3	7.11	21.33
Feb 09	May 09	72	Jul 09	136	2	7.11	14.22
Mar 09	Jun 09	72	Jul 09	136	1	7.11	7.11
Apr 09	Jul 09	72	Jul 09	136	0	7.11	0.00
May 09	Aug 09	72	Jul 10	136	11	7.11	78.21
Jun 09	Sep 09	72	Jul 10	136	10	7.11	71.10
Jul 09	Oct 09	72	Jul 10	136	9	7.11	63.99
Aug 09	Nov 09	72	Jul 10	136	8	7.11	56.88
Sep 09	Dec 09	72	Jul 10	136	7	7.11	49.77
Oct 09	Jan 10	72	Jul 10	136	6	7.11	42.66
Nov 09	Feb 10	72	Jul 10	136	5	7.11	35.55
Dec 09	Mar 10	72	Jul 10	136	4	7.11	28.44
Jan 10	Apr 10	72	Jul 10	136	3	7.11	21.33
Feb 10	May 10	72	Jul 10	136	2	7.11	14.22
Mar 10	Jun 10	72	Jul 10	136	1	7.11	7.11
Apr 10	Jul 10	72	Jul 10	136	0	7.11	0.00
May 10	Aug 10	72	Jul 11	136	11	7.11	78.21
Jun 10	Sep 10	72	Jul 11	136	10	7.11	71.10
Jul 10	Oct 10	72	Jul 11	136	9	7.11	63.99
Aug 10	Nov 10	72	Jul 11	136	8	7.11	56.88
Sep 10	Dec 10	72	Jul 11	136	7	7.11	49.77
Oct 10	Jan 11	72	Jul 11	136	6	7.11	42.66
Nov 10	Feb 11	72	Jul 11	136	5	7.11	35.55
Dec 10	Mar 11	72	Jul 11	136	4	7.11	28.44
Jan 11	Apr 11	72	Jul 11	136	3	7.11	21.33
Feb 11	May 11	72	Jul 11	136	2	7.11	14.22
Mar 11	Jun 11	72	Jul 11	136	1	7.11	7.11
Apr 11	Jul 11	72	Jul 11	136	0	7.11	0.00
May 11	Aug 11	72	Jul 12	136	11	7.11	78.21
Jun 11	Sep 11	72	Jul 12	136	10	7.11	71.10


## APPENDIX H PTO ELIGIBILITY/PERMANENT PART-TIME EMPLOYEE

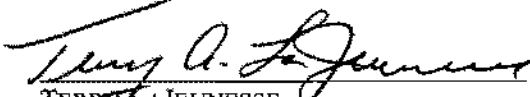
Seniority	End of Probation	Hours	First July		Number of	Multiplier	Total
Date	Period	Earned	After Probation		Months		Earned
Jul 08	Oct 08	56	Jul 09	120	9	7.11	63.99
Aug 08	Nov 08	56	Jul 09	120	8	7.11	56.88
Sep 08	Dec 08	56	Jul 09	120	7	7.11	49.77
Oct 08	Jan 09	56	Jul 09	120	6	7.11	42.66
Nov 08	Feb 09	56	Jul 09	120	5	7.11	35.55
Dec 08	Mar 09	56	Jul 09	120	4	7.11	28.44
Jan 09	Apr 09	56	Jul 09	120	3	7.11	21.33
Feb 09	May 09	56	Jul 09	120	2	7.11	14.22
Mar 09	Jun 09	56	Jul 09	120	1	7.11	7.11
Apr 09	Jul 09	56	Jul 09	120	0	7.11	0.00
May 09	Aug 09	56	Jul 10	120	11	7.11	78.21
Jun 09	Sep 09	56	Jul 10	120	10	7.11	71.10
Jul 09	Oct 09	56	Jul 10	120	9	7.11	63.99
Aug 09	Nov 09	56	Jul 10	120	8	7.11	56.88
Sep 09	Dec 09	56	Jul 10	120	7	7.11	49.77
Oct 09	Jan 10	56	Jul 10	120	6	7.11	42.66
Nov 09	Feb 10	56	Jul 10	120	5	7.11	35.55
Dec 09	Mar 10	56	Jul 10	120	4	7.11	28.44
Jan 10	Apr 10	56	Jul 10	120	3	7.11	21.33
Feb 10	May 10	56	Jul 10	120	2	7.11	14.22
Mar 10	Jun 10	56	Jul 10	120	1	7.11	7.11
Apr 10	Jul 10	56	Jul 10	120	0	7.11	0.00
May 10	Aug 10	56	Jul 11	120	11	7.11	78.21
Jun 10	Sep 10	56	Jul 11	120	10	7.11	71.10
Jul 10	Oct 10	56	Jul 11	120	9	7.11	63.99
Aug 10	Nov 10	56	Jul 11	120	8	7.11	56.88
Sep 10	Dec 10	56	Jul 11	120	7	7.11	49.77
Oct 10	Jan 11	56	Jul 11	120	6	7.11	42.66
Nov 10	Feb 11	56	Jul 11	120	5	7.11	35.55
Dec 10	Mar 11	56	Jul 11	120	4	7.11	28.44
Jan 11	Apr 11	56	Jul 11	120	3	7.11	21.33
Feb 11	May 11	56	Jul 11	120	2	7.11	14.22
Mar 11	Aug 11	56	Jul 11	120	1	7.11	7.11
Apr 11	Jul 11	56	Jul 11	120	0	7.11	0.00
May 11	Aug 11	56	Jul 12	120	11	7.11	78.21
Jun 11	Sep 11	56	Jul 12	120	10	7.11	71.10


This Agreement shall become July 1, 2008

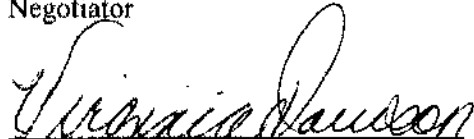
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of  
May 27, 2008.

**MICHIGAN EDUCATION ASSOCIATION**

  
SHARON HALL  
President  
Washtenaw Community College  
Office Professional/Technical Association

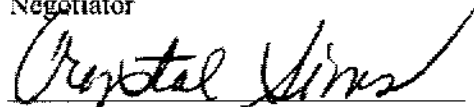
  
TERRY LAJEUNESSE  
UnjServ Director

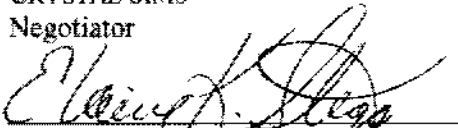
  
SHERRI COLE  
Negotiator

  
VIRGINIA DAWSON  
Negotiator


  
ANDREA HEMPHILL  
Negotiator

  
BARBARA LA FLEUR  
Negotiator

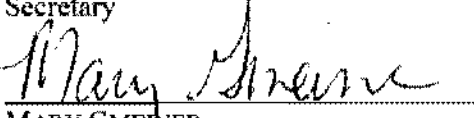
  
CRYSTAL SIMS  
Negotiator

  
ELAINE STEGG  
Negotiator

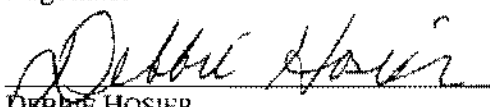
**WASHTENAW COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

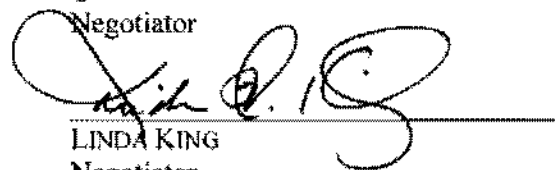
  
DR. RICHARD J. LANDAU  
Chair

  
MR. DAVID E. RUTLEDGE  
Secretary

  
MARY GMEINER  
Chief Negotiator/Director  
Labor & Employee Relations

  
MICHELLE BENIN  
Negotiator

  
DEBBIE HOSIER  
Negotiator

  
LINDA KING  
Negotiator



**LETTER OF AGREEMENT**

**BETWEEN**

**THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES**

**AND**

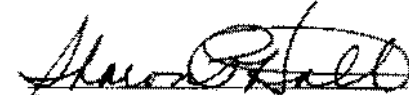
**WASHTENAW COMMUNITY COLLEGE OFFICE PROFESSIONAL/  
TECHNICAL ASSOCIATION**

**(LOA) MELISSA BORTLES ADJUSTED SENIORITY DATE**

In recognition of the eight years Melissa Bortles was employed in a grant-funded position, the union requests her MEA OP/T Association seniority date shall be adjusted to July 1, 2005.


This action constitutes the entire agreement between the parties and it shall not be considered precedent setting in any way.

**FOR THE UNION**

  
\_\_\_\_\_  
SHARON P. HALL  
President  
MEA/NEA OP/T Association

7/1/08  
\_\_\_\_\_  
DATE

**FOR THE COLLEGE**

  
\_\_\_\_\_  
MARY GMEINER  
Director, Labor and Employee Relations

7-1-08  
\_\_\_\_\_  
DATE

**LETTER OF AGREEMENT**

**BETWEEN**

**THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES**

**AND**

**WASHTENAW COMMUNITY COLLEGE OFFICE PROFESSIONAL/  
TECHNICAL ASSOCIATION**

**(LOA)**

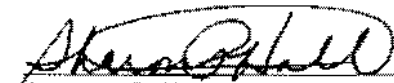
**PAID TIME OFF**

Notwithstanding the provisions of Article 11.20, the undersigned parties agree to a one-time adjustment upon ratification to the following paid time off accounts:

Thomas Perriard	7/5/07	151.92
Linda McGibney	7/26/07	151.92
Kristen Ellis	10/15/07	55.98
Alistair Halton	12/6/07	67.52
Kristina Reppert	11/12/07	84.40


This action constitutes the entire Agreement between the parties. This action shall not be considered precedent setting in anyway.

**FOR THE UNION**

  
\_\_\_\_\_  
SHARON P. HALL  
President  
MEA/NEA OP/T Association

7/1/08  
DATE

**FOR THE COLLEGE**

  
\_\_\_\_\_  
MARY GMEINER  
Director, Labor and Employee Relations

7-1-08  
DATE

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## WASHTENAW COMMUNITY COLLEGE

### **EEO/Title IX/Section 504 Statement**

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

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

Inquiries concerning Title IX and Section 504 should be directed to the office of the Associate Vice President of Student Services, Student Center Building, Washtenaw Community College, Ann Arbor, MI. 48105, Phone: (734) 973-3536. Charges of violation of the above policy also should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Business Education Building, Phone: (734) 973-3497.

Last printed 7/10/2008 4:14:00 PM