

9018

6/30/94

AGREEMENT

BETWEEN

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

AND

**LANSING COMMUNITY COLLEGE ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL (LCC ESP)
AT LANSING COMMUNITY COLLEGE**

JULY 1, 1991 - JUNE 30, 1994

Lansing Community College

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AGREEMENT

Designation of Parties

This Agreement is entered into this first day of July, 1991, by and between the Board of Trustees of Lansing Community College of the State of Michigan, hereinafter designated as the "College", and the Lansing Community College Association of Educational Support Personnel (ESP), hereinafter designated as the "Union."

Preamble

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

WHEREAS, the parties have reached certain understandings:

ARTICLE I - RECOGNITION

The College recognizes the Association of Educational Support Personnel (ESP) as the sole and exclusive bargaining representative for all regular full-time clerical, technical and paraprofessional personnel in positions that were included within the bargaining unit as of the termination date of the former Agreement. EXCLUDED from membership within the bargaining unit are all clerical, technical and paraprofessional employees in positions that were excluded as of the termination date of the former Agreement; all clerical, technical and paraprofessional employees who report directly to members of the President's Council; all clerical, technical and paraprofessional employees who are employed in a confidential area or who are supervisory employees as defined by the Michigan Employment Relations Commission (MERC); also excluded are all regular full-time public safety officers including public safety officers/ dispatchers who are sworn officers and all regular custodial/maintenance employees and all other employees including those who were excluded as of the termination date of the former Agreement.

ARTICLE II - UNION RIGHTS AND RESPONSIBILITIES

A. Use of College Rooms and Facilities.

1. Rooms.

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

- a. Requested room is available.
- b. Approval from the administration is secured in advance.
- c. Meetings are scheduled within the regular shift hours of the custodial staff.

2. Facilities.

The College shall provide, to the Union President, a list of "open hours" for the use of the Physical Education facilities. The College will also post a copy of this listing outside of each of the facilities.

B. Use of College Equipment.

The Union is authorized to use College equipment, including but not limited to, typewriters, word processors, mimeographing machines, other duplicating equipment and calculating machines, subject to availability and prior approval. The Union shall pay for the reasonable cost of all materials and labor, including the cost of all consumable supplies, incident to such use. Reasonable cost shall be determined by the Vice President for Business and Finance of the College.

C. Employee Lists.

1. The College will furnish to the Union, within thirty (30) days after the execution of this Agreement, a list of all employees covered by the terms of this Agreement, such list to include the employee's name, department, position title, classification, current salary and date of hire.
2. The College will notify the Union President, in writing, of newly hired employees giving name, department, position title, classification, salary and date of hire. The College will also notify the Union President, in writing, of terminated employees giving name, department, position title, classification and date of termination.

D. Union President.

1. Normally, problem solving matters will be resolved informally through joint union and management conference. The parties will strive to develop a trust relationship in resolving concerns. Every effort shall be made by the Union to use this time in a manner that will be least disruptive to the work flow.
2. The President of the Union or the designated representative will be granted three (3) days off with pay for each fiscal year of this contract for the purpose of conducting Union business. Prior to the expected absence, the Union President or the designated representative will strive to provide five (5) days notice to the immediate supervisor. The days may be used in smaller increments, but must be submitted to the Personnel Department in minimum increments of four hour blocks. The hours should be reported to the Personnel Department as soon as possible. Use of any time off under this paragraph will be subject to the approval of the immediate supervisor, but such approval will not be unreasonably withheld.

E. Union Meetings.

A period of one hour will be set aside during the annual Fall Term Staff Development Week for the purpose of conducting business not related to Union activities. The business to be conducted during this time will be of mutual benefit to the Union and the College (e.g. United Way campaign, etc.). A program for the Staff Development Week will be prepared and the Union will be notified concerning the date and time of the scheduled hour.

F. Association Involvement.

The Association will encourage its members to utilize their special knowledge and expertise for the benefit of the College. The administration will make a continuing effort to make appropriate use of such expertise. The ESP Association shall have the right to submit a list of candidates for college-wide committees. The ultimate decision of the composition of such committees shall reside with the President or his/her designated representative.

G. Board Agenda.

The Association shall be entitled to appear on the Board agenda provided a written notification outlining the business to be discussed is submitted to the President's office eleven (11) days or more before a regularly scheduled Board meeting.

ARTICLE III - BOARD'S RIGHTS*

The Union recognizes the Board's right to manage its affairs and direct its work force and, within the existing framework of the statutes of the State of Michigan and the Bylaws of the Lansing Community College Board of Trustees to maintain the College efficiently and consistent with fair labor standards. Further, the College has all the rights, power, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Board. Among the rights and responsibilities belonging to the Board are the rights to decide the number and location of its facilities, work to be performed, amount of supervision necessary and schedule of work.

It is further recognized that the responsibility for the administration of the College, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Board.

The Board reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

The Board shall retain all other rights and prerogatives subject only to express restrictions on such rights, if any, as are provided in this Agreement.

*The rights of the Board as contained within this section may be delegated to a properly designated representative with notification to the Union President as to whom the designated representative will be.

ARTICLE IV - EMPLOYEE RIGHTS

Employees may, upon written request to the Director of Personnel, review the contents of his/her own personnel file with the exception of confidential pre-employment information. A representative of the Union may accompany the employee in such a review. The review shall be made in the presence of the Director of Personnel or his/her designee.

Employees may include into their personnel file a written comment regarding any material in said file.

A complaint which may result in disciplinary action and which is directed toward an employee shall not be made a part of the employee's personnel file or a matter of written record unless the employee is informed of such complaint and is allowed a chance of rebuttal.

ARTICLE V - CONDITIONS OF EMPLOYMENT

A. Probationary Period.

1. All full-time employees shall serve a probationary period of 90 calendar days during which time they will be termed "probationary employees". Probationary employee's service with the College may be terminated at any time by the College in its sole discretion. Employees separated under the terms of this Article shall not have recourse to the grievance procedure.
2. During the probationary period the College will establish the salary of new employees at 97% of the assigned salary schedule value. Upon successful completion of his/her probationary period, the employee's salary will be increased to 100% of the assigned salary schedule value.

B. Employment and Termination.

1. Establishment of Date of Hire.

- a. A regular full-time employee's hire date shall date from his/her most recent starting date of full-time employment with Lansing Community College.
- b. The above mentioned hire date will not be altered or affected when an employee is on an approved leave of absence of one year or less.
- c. An employee's hire date shall not be affected by transfer or promotion to another full-time position at Lansing Community College.
- d. An employee's date of hire shall entitle him/her only to such rights as are expressly provided for in this Agreement.

2. Termination of Hire Date.

- a. An employee's date of hire shall terminate at such time as the individual's status as a full-time employee of Lansing Community College is severed.
- b. An employee who is absent from work for four (4) consecutive working days without notifying his/her supervisor will be considered to have voluntarily resigned his/her employment with the College and his/her name will be removed from the payroll.

3. Notification of Voluntary Termination (Excluding Probationary Employees).

- a. Employees who voluntarily terminate employment with the College will notify the Personnel Department at least thirty (30) calendar days prior to their termination date.
- b. Employees who fail to provide thirty (30) calendar days termination notification will be deemed not to have accrued any vacation time as of the date of termination unless mitigating circumstances prevent a thirty (30) calendar day notification. Mitigating circumstances will be determined by the Director of Personnel or his/her designated representative.
- c. Benefits for employees who voluntarily terminate their employment will cease following their last day of employment.

4. Employment Termination Procedure (Excluding Probationary Employees).

In the event the College finds it necessary to terminate the employment of a member of the bargaining unit (for reasons other than reductions in staff or discharges for cause), the College will provide at least thirty (30) calendar days advance notice. In such event, the College will make every attempt to place the employee in another available position within the bargaining unit.

C. New Classification.

When a new job classification is established and placed within the existing bargaining unit, the President of the Union shall be notified in writing of the job title and rate of pay established for the new classification. Upon receipt of this information, the President of the Union may request a review of the new classification with the Director of Personnel and/or his/her designee. If, after the review, the President of the Union considers the new classification and the rate of pay to be inappropriate, the Union President may request that the Classification Committee review the job classification and the corresponding rate of pay. This request for a committee review must be made in writing five (5) working days from the date of the meeting with the Director of Personnel.

The Classification Committee shall be composed of one (1) representative of the Personnel Department, who shall act as a resource person, two (2) members of the College administration (other than Personnel Department staff) to be selected by the administration, and two (2) members of the Union, to be selected by the Union. The personnel representative will abstain from voting except in instances where the other four (4) committee members are unable to arrive at a majority opinion.

Within twenty (20) working days of the date the committee receives a request for a review from the Union President, the committee will meet, review the position and the rate of pay, and render a written decision based on a majority vote of the committee.

The rate of pay for the new classification will be effective on the date of the agreement between the Union President and the Director of Personnel or the date the committee renders the final decision, whichever is appropriate. The decision of the committee shall be considered final, and therefore, not subject to the provisions of the grievance procedure.

D. Temporary and/or Externally Funded Positions.

The purpose of a temporary position is to fill positions which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a temporary position is offered and the reason therefor.

E. Vacancies and Transfers.

1. Vacancies.

- a. In the event the President approves a new ESP bargaining unit position, the Director of Personnel will inform the President of the Association of this new position prior to announcing it publicly.
- b. Whenever a full-time clerical, technical or paraprofessional vacancy that the College President or his/her designee has approved for posting shall occur, the College will send a Position Vacancy Notice to all departments. In addition, the College will send a supply of the Position Vacancy Notice to the Union President. The notification will list basic requirements, job duties and the salary grade level of the position.
- c. Position Vacancy Notices shall be posted within the College for a minimum of three (3) working days prior to advertising the position externally.
- d. Employees who desire to be considered for a vacancy shall notify the Personnel Department, by means of a personal memorandum.

- e. If four (4) or less members of the Union apply for a vacant position covered by the terms of this Agreement, they will each be afforded a personal interview. If more than four (4) members apply, then a minimum of four (4) of the most qualified applicants, in the opinion of the supervisor conducting the interviews, will be interviewed along with any qualified applicants from outside of the bargaining unit. A supervisor will consider date of hire as one of the criteria in evaluating the qualifications of applicants for open positions. Bargaining unit members who are interviewed and not selected to fill the vacant position will be informed of the reason(s) for non-selection.
- f. The final decision as to accepting or rejecting an applicant rests with the Board of Trustees and/or their designated representative.

2. Transfers.

- a. Employees who are voluntarily transferred on a temporary or permanent basis, or who are promoted to another position within the bargaining unit will be paid the established rate of the new position in line with their service at Lansing Community College.
- b. Employees involuntarily transferred to another position on a permanent basis shall be paid in the following manner:
 - 1) If the transfer is to a position having a higher salary grade, the employee will be paid the rate of the new position in line with his/her service at Lansing Community College.
 - 2) If the transfer is to a position having a lower salary grade, the employee will suffer no reduction in pay. Length of service shall continue to accrue during such transfer. The employee will receive future pay increases at such time as the pay range of the position is changed and raised to a level above the salary of the employee in line with his/her service at the College.
- c. Employees who are temporarily transferred on an involuntary basis, for a period exceeding thirty (30) working days, will be paid in accordance with the provisions of paragraph 2.b.1. or 2.b.2. above, effective on the thirty-first (31st) working day.

F. Reduction in Staff (Excluding Temporary, Probationary, and 50% or Greater Externally Funded Positions).

1. The Union recognizes the exclusive right of the Board of Trustees to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made subject to the provisions of this Agreement.
2. During a period of impending layoff, the Board agrees to attempt to accomplish staff reduction by natural attrition (such as resignation, retirement, etc.) and will consider requests for voluntary leaves of absence without pay.
3. Prior to any reduction in staff, the Union will be provided an opportunity to present recommendations to the President or his/her designated representative(s) and the Board of Trustees regarding such reductions for consideration prior to the final decision.
4. Once the area to be affected by a staff reduction has been determined, the following process will be used:
 - a. In designated areas, other than those where an entire program may be discontinued, full-time, non-probationary employees having a mean evaluation score for the preceding three (3) years which is two (2) or more standard deviations above the college-wide mean will not be affected by a reduction in staff.
 - b. The remaining employees to be affected by the reduction in staff, within the designated area, will be ranked in accordance with the following factors:

*Number of years of full-time work experience
at the College as of the date of layoff*

+ 4 x

*The mean of all available annual individual evaluation
scores for the preceding three (3) years*

= Total point score

Reductions in staff will be determined based on the total points calculated in accordance with the factors mentioned above. Employees with the lowest total point score will be the first to be laid off.

5. Personnel affected by the reduction in staff will be afforded as much notice as possible, but in no event less than thirty (30) days, prior to the effective date of layoff. Laid off employees will be encouraged to apply for vacant positions.
6. Laid off employees who are reemployed on a full-time basis, within six (6) months or less of the effective date of the layoff, will have their original full-time hire date restored.

G. Employment Agencies/Temporary Help.

In the event the College finds it necessary to utilize the services of temporary help agencies to perform work within the bargaining unit, the College will notify the Union President. The Union President will also notify the Director of Personnel of areas of concern regarding the utilization of such services. Following such notification the Director of Personnel or his/her designee will review these areas of concern and will inform the Union President of his/her findings within a reasonable period of time.

H. Hours of Work.

1. Work Day.

The regular work day shall consist of eight (8) working hours.

- a. Each employee is entitled to a duty-free sixty (60) minute lunch period.
- b. During summer hours when the work schedule is altered to provide for an earlier daily starting and ending time, each employee will be entitled to a duty-free, thirty (30) minute lunch period.
- c. All full-time employees shall be entitled to a paid fifteen (15) minute rest period during the first half of the working day, and a paid fifteen (15) minute rest period during the second half of the working day.

2. Work Week.

The regular work week shall consist of forty (40) work hours in a calendar week.

3. Overtime.

- a. Occasionally overtime may be required and at such time notice will be provided as soon as possible to the affected employee(s) regarding the work schedule.
 - b. Overtime shall be paid for all hours worked over forty (40) in the regular and/or calendar work week. Approved paid leave of absence as provided in this Agreement shall be considered as time worked for the purpose of this section.
 - c. The rate for overtime pay shall be one and one-half times the employee's current regular rate.
4. An employee's work schedule can be changed by an employee's supervisor due to reasons related to furthering the mission of the College, or by mutual agreement between the employee and the supervisor, provided that the supervisor cannot by agreement or otherwise unlawfully change an employee's work schedule in order to avoid overtime payments for that employee required by law.

I. Discipline and Work Rules.

1. Employees are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement.
2. The College shall have the right to post work rules spelling out reasonable standards of expected employee conduct. Copies of these work rules will be distributed to members of the bargaining unit.
3. The College supports the concept of progressive discipline as a means to improve the affected employee's work performance and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. The concept of progressive discipline may include the issuance of a warning (written and/or verbal), a reprimand, suspension or disciplinary time off prior to discharge when the misconduct is not so severe, in the opinion of the College, as to warrant immediate suspension, disciplinary time off or discharge. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the employee affected. No employee shall be disciplined without just cause. When disciplinary action is intended, the affected employee shall have the right to representation regarding the action being taken.

J. Classification Review.

1. Purpose. The purpose of the following procedure is to provide an orderly and timely method of handling requests for classification reviews.
2. Basis for Request. Written requests for a classification review shall be made only in those instances where the employee and/or the supervisor believe that responsibilities contained in a particular position have undergone a significant change.
3. Procedure.
 - a. Requests for a classification review will be submitted in writing to the Director of Personnel with a copy forwarded to the immediate supervisor.
 - b. Within five (5) working days of the receipt of the request, the Director of Personnel or his/her designee will send the employee a job evaluation questionnaire.
 - c. The employee will complete and return the questionnaire within thirty (30) calendar days from the date it was sent by the Personnel Department. Copies of the completed questionnaire will also be sent to the employee's supervisor and Divisional Dean/Director.

If the questionnaire is not returned to the Personnel Department within thirty (30) calendar days, the original request for review will be considered to have been withdrawn and no further requests for a review of that position will be honored for a period of one (1) year.

- d. Following the receipt of the questionnaire, a representative of the Personnel Department will, within ninety (90) calendar days, interview the employee and supervisor, evaluate the job in accordance with the College Job Evaluation Plan and render a written decision to the employee with copies to the supervisor and the Divisional Dean/Director.
- e. If an employee's request does not result in a reclassification or a change in the salary grade, the employee may request information and/or a meeting regarding the reason(s) for denial.
- f. If the decision of the Personnel Department results in a change in salary grade, the employee(s) affected will have his/her salary adjusted as of the date the completed questionnaire is received in the Personnel Department. The decision of the Personnel Department shall be considered final and binding and not subject to the provisions of the grievance procedure.

ARTICLE VI - EMPLOYEE BENEFITS

A. Holidays.

1. The following shall be considered as holidays for the purpose of this Agreement:
 - a. Memorial Day
 - b. Independence Day
 - c. Labor Day
 - d. Thanksgiving Day
 - e. The day following Thanksgiving Day
 - f. Christmas Eve Day (as defined in j)
 - g. Christmas Day
 - h. New Year's Eve Day (as defined in j)
 - i. New Year's Day
 - j. Two (2) additional days off with pay, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.
2. To be eligible for holiday pay, an employee must:
 - a. Be a regular full-time employee on the date the holiday occurs.
 - b. Work in full the regularly scheduled straight-time work day prior to and the regularly scheduled straight-time work day subsequent to the holiday. For purposes of this subsection employees on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and subsequent to the holiday.
3. A holiday for which an employee receives holiday pay and during which he/she did not work shall be considered as time worked for the purposes of this Agreement.
4. Eligible employees under these provisions shall receive eight (8) hours pay computed at their regular base straight time hourly rate.
5. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such holiday at the rate of two and one-half times the straight-time base hourly rate.

6. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.
7. Additional Leave Days. Each fiscal year of this Agreement 1991-92, 1992-93, and 1993-94, will include paid leave days between Christmas and New Years. For pay purposes, these days will not be considered as holidays. These days will be as follows for each year:

1991-92	December 26, 27, 30,
1992-93	December 28, 29, 30
1993-94	December 27, 28, 29, 30

B. Paid Vacations.

1. General Provisions.

- a. An employee shall not be able to use vacation days before they are earned.
- b. Vacation credit for new employees shall accrue from the date of employment. An employee beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month.
- c. A maximum of twenty (20) earned vacation days may be carried forward from one fiscal year to the next.
- d. If any of the paid holidays stipulated in this Agreement should occur during an employee's scheduled vacation, he/she shall receive one additional vacation day for each such holiday.
- e. Except for the provisions contained in Article V.B.3.b., employees who are laid off, terminated, or retired shall be paid for any unused vacation days including those earned in the current fiscal year. All payments for vacation days not used shall be at the base rate of pay earned at the time that the layoff, termination, or retirement occurs.
- f. All requests for vacation must be made in writing, on a "Vacation Request" form, submitted to and subject to the approval of the immediate supervisor. A copy of the "Vacation Request" form shall be sent to the Personnel Department as soon as it is approved by the supervisor. Unless notified to the contrary, the Personnel Department will assume that all vacation requested and approved has been taken.

2. Vacation Allowance.

For purposes of this section, vacation days for any month will be earned in the manner prescribed under Section B.1.b. of this Article. Any day for which the employee is compensated by the Board shall be considered a day worked. Vacation days shall accrue according to the following schedule:

- a. Employees of the College employed up to and including two (2) years (24 months) shall earn vacation at the rate of $\frac{5}{6}$ (.83) of a day for each month employed to a maximum of ten (10) days per year.
- b. Starting with the third year of employment through the fifth year of employment (60 months), employees shall earn vacation at the rate of one (1) day for each month employed to a maximum of twelve (12) days per year.
- c. Starting with the sixth year of employment through the tenth (10th) year of employment (120 months), employees shall earn vacation at the rate of one and one-quarter (1.25) days for each month employed to a maximum of fifteen (15) days per year.
- d. Starting with the eleventh year of employment through the fourteenth (14th) year of employment (168 months), employees shall earn vacation at the rate of one and one-half (1.50) days for each month employed to a maximum of eighteen (18) days per year.
- e. Starting with the fifteenth (15th) year of employment, employees shall earn vacation at the rate of 1.83 days for each month employed to a maximum of twenty-two (22) days per year.

C. Leaves of Absence.

1. General Provisions.

It is recognized that employees are occasionally faced with unavoidable necessity to be absent on a short-term basis. It is also recognized that on these occasions when the employee is unable to meet his/her assigned duties due to illness, emergency or for other reasons, he/she will provide as much advance notice as possible to his/her immediate supervisor. It is the purpose of this Article to state an orderly and just means of providing for leaves of absence.

All leaves of absence, except for emergency illness (handled at the discretion of the supervisor involved) shall be requested by submitting a form to the administrative official designated by the President. In all instances except emergencies, approval must be obtained prior to the absences. Requests will be submitted to cover emergency absences except for illness, as soon as feasible. A statement from a physician in cases of extended illness or child bearing may be requested by the College at the employee's expense. All requests for extended leave must indicate the designated time for return to duty and are subject to approval by the administrative official designated by the President. Leaves of absence will be deducted from leave time or salary, except as otherwise stated in this Article.

Unless otherwise specifically stated in this Article, the re-employment rights of employees returning from extended leaves of absence will be dependent upon the availability of a suitable position for which the person is qualified.

It will not be considered as absence when an employee is on College business requested and approved by the College.

Leaves of Absence With Pay - General. An employee shall suffer no loss of pay during a leave of absence with pay except as limited in the following provisions.

An employee shall earn sick leave days/vacation days during a leave of absence with pay and his/her insurance benefits shall continue for the duration of the leave.

Leaves of Absence Without Pay - General.

Except as specifically provided for in any of the following provisions, no payment of any kind will be made to or for an employee on any leave of absence without pay.

Except as specifically provided for in any of the following provisions, employees shall not accrue sick leave days nor vacation days while on leaves of absence without pay, nor shall they have insurance benefits continue for them for the duration of such leaves. As stated, sick leave days shall not accrue while on an unpaid leave, but unused leave days held at the start of the leave shall be reinstated upon return from the leave.

Unless prohibited by the insurance carrier, the College shall allow an employee on a leave of absence without pay to continue his/her insurance benefits through the College's insurance plan, provided the employee is responsible for all premium payments.

All requests for leaves of absence without pay shall be made in writing and submitted to the employee's immediate supervisor. These leaves shall be subject to the approval of the employee's immediate supervisor, the Divisional Dean or Director and the Director of Personnel.

Employees wishing to return to work prior to the termination of their leave must first secure the approval of their immediate supervisor, the Divisional Dean or Director and the Director of Personnel.

Employees on an unpaid leave of absence must notify the Board, or designee, in writing at least ten (10) working days prior to the proposed end of said leave, of their intent to return to work. Failure to notify and return to work at the termination of the leave shall constitute just cause for termination from employment.

Other Provisions.

An employee returning from a child bearing or extended illness (paid or unpaid) leave of absence of ninety (90) days or less shall be returned to his/her former position. If the position has been eliminated, every attempt will be made to place the employee in a position of equal status. Re-employment of individuals returning from child bearing or extended illness (paid or unpaid) leaves of absence of longer than ninety (90) days but less than one year will be contingent upon the availability of a position of equal status.

2. Leaves of Absence With Pay.

a. Sick Leave.

- 1) Twelve (12) sick leave days will be granted to each employee on July 1 of each year. Sick leave days are earned at the rate of one day per each month of employment. If during the fiscal year, sick leave days are used at a rate faster than they are earned, then an adjustment will be made on the final paycheck of employees who terminate.
- 2) Employees who commence work with the College will be granted one (1) sick leave day for each remaining month from the date of employment through the following June 30. An employee beginning work on or before the 15th of any month will be credited with a sick day for that month. If work is begun on or after the 16th of the month, no credit will be given for that month.
- 3) Sick leave days shall be used only for the following purposes:
 - the employee's illness, accident, or hospitalization; or
 - illness in the employee's immediate family (up to 2 days per year).

For immediate family purposes, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, grandmother and grandfather.

- 4) Sick leave days will not be applied to an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.
- 5) Sick leave days shall not accumulate beyond 90 days. Employees who have accumulated 90 or more days as of June 30, 1985 shall not accumulate additional sick leave days until such time as their sick leave balance is reduced below 90 days. Thereafter, they may again accumulate sick leave days until they reach the maximum accumulation of 90 days. The maximum number of sick days that may be used at any one time is the number of working days necessary to carry the employee through the 90 day qualification period for long term disability insurance.

b. Personal Business Time.

- 1) During the first, second and third fiscal years of this Agreement, two days (16 hours) of paid personal business time shall be granted each year.
- 2) Personal business time is to be taken in not less than one hour increments. Credit for personal time is as follows, with no carryover from one fiscal year to the next:

Employed as of July 1 or hired July through December	16 hours
Hired January through March	8 hours
Hired April through May	4 hours
Hired in June	No Credit

c. Bereavement and Critical Family Illness.

1) Bereavement.

When a death occurs in the employee's immediate family, the employee will be excused, upon request, for a maximum of five (5) working days. For bereavement purposes, a member of the employee's immediate family is defined as current spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandfather and grandmother.

2) Critical Family Illness.

An employee, upon request, may be excused for a maximum of five (5) days per fiscal year if his/her presence is required in the event of critical illness occurring to a member of the immediate family. For critical illness purposes, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, grandfather and grandmother.

- 3) An employee excused from work under this subsection shall, after making written application to the Personnel Department through his/her immediate supervisor, receive the amount of wages that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused.
- 4) Leave time, for the purposes of critical family illness and bereavement, will not be deducted from sick leave time.

- 5) Special circumstances may warrant deviation in granting bereavement/critical family illness leave as mentioned above. These deviations are subject to the approval of the Divisional Dean and the Director of Personnel prior to the commencement of the leave.

d. Jury Duty.

Leaves of absence for jury duty will be handled in accordance with Board Policy #7480.

e. Professional Development.

Time off, with pay, may be granted for employees to attend College approved conferences, seminars and meetings. Reimbursement for related expenses will be handled on a departmental basis in line with current College regulations.

On a yearly basis, the College will provide one-half day of professional development for all Association members. Professional Development activities will be planned and developed in consultation with the Association.

3. Leaves of Absence Without Pay.

a. Military Leave.

- 1) Personnel on reserve status ordered to short term active duty.

- (a) Eligibility. Employees on active reserve status may request a military leave upon receipt of orders for annual two week training and reserve call-up due to civil disorders or emergencies.
- (b) Status While on Leave. An employee may elect to use earned vacation days and receive his/her regular pay for this two week period, or to take an unpaid military leave of absence. All College employee benefits will continue for this two week period while an employee is on a leave of this nature.
- (c) Procedure. Upon receipt of orders for active duty, the employee must submit a memo, via his/her supervisor, to the Director of Personnel giving the inclusive dates of the military leave, and indicating whether he/she elects to take vacation or unpaid leave for the period (see (b) above).

2) Personnel entering military service on original induction or enlistment:

- (a) Eligibility. An employee entering the military service on his/her initial tour of duty may request a military leave of absence, or he/she may terminate his/her employment.
- (b) Status While on Leave. Vacation leave and sick leave which have accrued to the employee prior to entering military service, will be held in trust for the employee. When the employee returns from military service, and if he/she resumes employment with Lansing Community College, he/she will be credited with all the benefits he/she had when he/she left for the service. (No additional benefits for sick leave, vacation pay, etc. will be added while on military leave under this section).
- (c) Procedure. Upon receipt of order for active duty, an employee shall submit a memo to the Director of Personnel, via his/her supervisor, requesting a military leave of absence from Lansing Community College. The effective date such leave is to start must be indicated.
- (d) Re-employment Rights. The re-employment rights of the employee and obligations of the employer are spelled out in the Universal Military Training and Service Act.

3) Personnel on reserve status called up in war mobilization or national emergency.

Employees ordered to active duty under these conditions will be governed by the provision outlined in Article VI, Section C.3.a. of this Agreement.

b. Child Bearing Leave.

An unpaid leave for child bearing purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made in writing to the Director of Personnel at least ninety (90) days prior to the expected birth of the child.

c. Other Leaves.

The College may grant, solely at its discretion, other unpaid leaves for a period not to exceed one (1) year if such leaves are recommended by the employee's immediate supervisor and approved by the employee's Divisional Dean/Director and the Director of Personnel.

D. Insurance.

1. General Provisions.

- a. Benefits for new employees will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular full-time basis.
- b. The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.
- c. The College will extend the open enrollment period for 1991-92 by 30 days from October 7 through November 8, 1991. All other annual open enrollment periods will be so designated by the Personnel Department.

2. Group Life Insurance.

The College will pay the necessary premiums to provide a group term life insurance policy in the amount of \$25,000, with an accidental death rider of equal amount for each full-time employee.

3. Long Term Disability.

The College will pay the necessary premiums to provide a long term disability policy for each full-time employee. Said policy to provide for disability pay at 60% of monthly pay, after a 90 calendar day waiting period to a maximum of \$1,000 per month. Disability pay to continue until at least age 65 or until the employee is capable of work, whichever occurs first.

Long term disability benefits will be coordinated with payments from federal social security, Michigan Public School Employees Retirement Fund and Worker's Compensation benefits.

Long term disability benefits will be limited to twenty-four (24) months for those employees who are disabled due to a nervous or mental condition.

Unless prohibited by the insurance carrier, employees on long term disability insurance will continue to be eligible to receive hospitalization insurance coverage providing the employee is responsible for making all direct payments for the insurance premium. For employment purposes, if the employee's disability continues for a period of one (1) year or more, the employee will be considered an automatic termination from the payroll.

4. Medical Insurance.

- a. The following amount will be contributed by employees through payroll deductions toward the premiums charged for the type of hospitalization insurance selected (single subscriber, two person or full family):

1991-92	3.5% of the monthly premium beginning December 1991
1992-93	4.5% of the monthly premium beginning in July of 1992
1993-94	4.5% of the monthly premium beginning in July of 1993

- b. Payment in Lieu of Hospitalization.

All employees will be eligible to receive an \$80 monthly payment in lieu of receiving College sponsored hospitalization insurance. Acceptance of this concept will provide additional income for those employees who elect to opt out of hospitalization insurance coverage and also assist the College in containing the increasing costs of medical insurance.

Eligible employees may opt for this plan at any time during the year. Once elected, employees will only be permitted to opt back into the College sponsored hospitalization plan during the open enrollment period and in the event of changes in family status or other special circumstances.

Employees interested in participating in this concept should notify the Personnel Department to complete the necessary paperwork.

- c. The College will pay the necessary premiums (less employee contributions) to provide up to full family Blue Cross/Blue Shield medical insurance for the 1991-92, 1992-93, and 1993-94 fiscal years. The Blue Cross/Blue Shield coverage for full-time employees shall include:

- Semi-private room
- Comprehensive hospitalization
- Individual Case Management
- FAE/RC - First Aid Emergency
- VST - Voluntary Sterilization
- PD2.00 - Prescription Drug (\$2.00 co-pay)
- SD - Sponsored Dependent*
- COB3 - Coordination of Benefits
- CC - Convalescent Care
- D45NM - Extends benefits to 365 days for general care and 45 days for nervous and mental care
- XF
- ML - Member's Liability - Waives member's \$5.00 or 10% liability under basic MFV program
- MVF-2 - Michigan Variable Fee - includes the following:
 - PPNV1 - Immediate maternity benefits including obstetrics
 - FC/DC - Family continuation to age 25 or indefinitely if disabled
 - OPC - Outpatient Psychiatric Services
- Master Medical Option II
- National Reciprocity Program

* available on a direct pay basis through employee contribution or payroll deduction.

- d. Health Central (H.C.) or Physicians Health Plan (P.H.P.).

Employees may elect Health Central (H.C.) or Physicians Health Plan (P.H.P.) coverage for the 1991-92, 1992-93, and 1993-94 fiscal years. Whichever insurance plan the employee chooses shall remain in effect for the duration of the Agreement unless the College otherwise agrees to permit an individual to change coverage at other times. If an employee elects H.C. or P.H.P. coverage, the College will pay therefor a sum equal to the cost of Blue Cross/Blue Shield coverage for the appropriate category of single, individual and spouse, or full family and the employee will pay any additional cost. If the cost of Blue Cross/Blue Shield coverage is more than that of H.C. or P.H.P., the employee receiving such different coverage will not be entitled to any cash rebate.

5. Dental Insurance.

The College will pay the necessary premiums to provide dental insurance with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year. The Board of Trustees reserves the right to name the dental insurance carrier. The Union will have the opportunity to review the dental plans being considered by the College and may submit an opinion to the Board of Trustees or their designee.

6. Vision Care Program.

The College will provide full-time bargaining unit employees with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1990, No. 809-0014, to be bid out competitively. The schedule of benefits is available in the Personnel Office.

7. Insurance Forms.

The College shall provide application forms, if made available by the carrier, for enrollment in life insurance, hospitalization benefits, long term disability insurance, dental insurance, and vision care programs. The information provided on the application forms shall be the responsibility of the employee.

E. Employee Parking.

1. The College will strive to provide parking at no cost for the surface lots. The following parking fee shall be in effect for the parking facility:
 - a. Academic year beginning Fall Term, 1991: \$ 90.00
 - b. Academic year beginning Fall Term, 1992: \$110.00
 - c. Academic year beginning Fall Semester, 1993: \$110.00
 - d. The annual charge will be pro-rated as follows:
 - 1) Winter through summer - 75%
 - 2) Spring through summer - 50%
 - 3) Summer only - 25%
2. The College may require parking cards, decals or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
3. A fee of \$5.00 will be charged for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
4. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
5. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all employees who have access to the facility, the College will notify the Union in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

F. Admission to Lansing Community College Courses.

1. Employees will be granted tuition scholarships (excluding any fees associated with courses) for courses they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours. It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
2. Employee dependents as defined by the Internal Revenue Service for income tax purposes (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors such as facility and equipment limitations and current safety standards.
3. Courses that are approved and assigned by the supervisor (i.e., courses that directly benefit the employee's current job placement) can take place during the regularly scheduled work hours. Any tuition and/or fees for such course work will be paid by the College.

G. Continuation of Employee Benefits.

The College will continue to pay the premium for College sponsored life insurance, hospitalization (employee contributions will continue to be in effect per Article VI., Section D. Paragraph 4.a), medical, long term disability, dental and vision benefits for those employees who have been employed a minimum of three (3) consecutive years and are on an approved sick leave of absence. In no event shall this payment period exceed ninety (90) calendar days in any calendar year.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition.

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

B. Purpose.

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

C. Supplemental Conditions.

1. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum.
2. If appropriate action is not taken by the employee or the Union within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level.
3. The time limits specified may be extended by mutual agreement.
4. The grievant shall, at the request of the College or the Union, be present at all grievance meetings and hearings.
5. Either party may, at all levels of the grievance procedure, have the right to internal representation.
6. A supply of grievance forms shall be on file with the Director of Personnel and the Union.
7. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

D. Procedure.

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

3. Level Three.

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be sent within five (5) working days thereafter by the aggrieved to the Director of Personnel, stating the desire to pursue the issue at Level Three. At this level, the grievance or letter must be signed by both the aggrieved and the Union.
- b. Within five (5) working days of receipt of such grievance at Level Three, the aggrieved employee or the Union representative will arrange to meet with the Director of Personnel or his/her designee to discuss the issues. The parties will meet within five (5) working days and a written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.
- c. Matters involving Union grievances will be discussed with the Director of Personnel within fifteen (15) working days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Union desires to pursue the matter further, it may then be reduced to writing. Written Union grievances initiated at this level shall be filed within fifteen (15) working days following this informal meeting with the Director of Personnel. The time limits for the scheduled hearing and the written response will be the same as those specified in Section D.3.b. above. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

4. Level Four.

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered in the time allowed, a letter shall be sent within five (5) working days thereafter by the aggrieved employee or the Union representative to the Director of Personnel, stating the desire to pursue the matter at Level Four.
- b. Within five (5) working days of receipt of such letter, the Director of Personnel shall arrange to convene a Hearing Panel. The Hearing Panel shall consist of a Chairperson, Freda Mills-Obrecht; one (1) member to be appointed by the Union; and one (1) member to be appointed by the Employer. The hearing shall be conducted by the Chairperson and shall be expedited in that it shall be completed in no more than one (1) hearing day.

Before the hearing is adjourned, the Hearing Panel shall convene in a closed caucus, and the Chairperson shall solicit the recommendations of the Union representative and the Employer representative.

- c. After the hearing is completed, the Chairperson shall issue a written Recommended Resolution to the President of the College. The Chairperson's Recommended Resolution may adopt the recommendation of either the Union or the Employer representative, or may consist of her own independent conclusion.
 - d. Upon receipt of the Recommended Resolution, the President, within thirty (30) calendar days, shall either: (1) implement the Recommended Resolution, or (2) issue written reasons why the Recommended Resolution is not acceptable. In the event the President implements the Recommended Resolution, it shall be final and binding upon all parties, including the Employer, the Union, and the grievant(s). In the event the President chooses not to implement the Recommended Resolution, and the Union chooses to file a breach of contract lawsuit in State court regarding the grievance, the Employer hereby agrees that it will not raise as a defense to the lawsuit that the Union and/or the grievant has failed to exhaust its collective bargaining agreement remedies.
 - e. The Employer and the Union shall each submit a \$500.00 fee to the Michigan Employment Relations Commission for each hearing conducted by Freda Mills-Obrecht.
- E. Grievance Hearings. The College will attempt to schedule grievance hearings so as to minimize conflict with the employee's regularly assigned duties. Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

ARTICLE VIII - AGENCY SHOP AND DUES CHECK-OFF

A. Agency Shop.

Effective July 1, 1978, any member of the bargaining unit who commenced his/her employment with the College on or after September 1, 1977, and who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, pay as a service fee to the Union an amount equal to the professional dues uniformly required of members of the Union. In the event that a bargaining unit member shall not pay such professional dues or the service fee directly to the Union, or authorized payment through payroll deductions as provided in paragraph B. below, the College may cause the termination of employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge from employment, and that said service fee is herewith deemed to be the sums required to insure that non-members pay their fair share of the financial support of the Union and of the costs of obtaining and administering the benefits to be received hereunder.

B. Voluntary Check-Off.

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

C. Involuntary Check-off.

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

- D. The Union agrees to assume the legal defense of any suit or action brought against the College regarding this section of the Agreement at its own expense. The Union further agrees to indemnify the College for any costs or damages other than unemployment compensation which may be assessed against the College as the result of said suit or action, subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the College or its agents.
 2. The Union, after consideration with the College, has the right to decide whether to defend any said action or whether or not to appeal the decision to any court or other tribunal regarding the validity of said sections or the damages which may be assessed against the College by any court or tribunal.
 3. The Union has the right to choose the legal counsel to defend any such suit or action.
 4. The Union shall have the right to compromise or settle any claim made against the College under this section.
- E. With respect to all sums deducted by the College pursuant to authorization of the employee, whether for professional dues or service fee, the College agrees promptly to disburse said sums to the Union.

ARTICLE IX - AGREEMENT IMPLEMENTATION

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the President of the Union and/or his/her designated representative and the Director of Personnel and/or his/her designated representative will meet following the initial written request of either party within ten (10) working days following the date of the request to determine provision interpretation and/or remedial procedures required. These time limits may be waived by mutual agreement. Such determinations, if mutually agreed upon, shall be submitted in writing to the Union by the President of the Union and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Director of Personnel for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE X - COMPENSATION

- A. The percentage rate of salary increase for all bargaining unit employees for each fiscal year of this Agreement shall be determined in the following manner and added to the employee's base salary effective July 1 of each year:

1. 1991-92

The percent increase (to be calculated as soon as practicable using the 1991-92 state appropriation signed by the Governor) in the College's projected sum of resources for the 1991-92 fiscal year over the actual sum of resources for the 1990-91 fiscal year and further adjusted as follows:

- a. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1990-91 actual sum of resources over the 1989-90 actual sum of resources minus 8.04% (the percent increase of the College's 1990-91 projected sum of resources over the 1989-90 actual sum of resources).
- b. If the percentage sum in the paragraph above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

2. 1992-93

The percent increase (to be calculated as soon as practicable using the 1992-93 state appropriation signed by the Governor) in the College's projected sum of resources for the 1992-93 fiscal year over the actual sum of resources for the 1991-92 fiscal year, further adjusted as follows:

- a. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1991-92 actual sum of resources over the 1990-91 actual sum of resources minus the percent increase of the College's 1991-92 projected sum of resources over the 1990-91 actual sum of resources.
- b. If the percentage sum in the paragraph above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

3. 1993-94

The 1993-94 salary adjustment shall be 5% added to the adjusted 1992-93 annual salary.

See Appendix "A" for the definition of the College's resources.

B. Salary Grade Adjustments.

The 1990-91 salary grade ranges will be adjusted for fiscal years 1991-92 and 1992-93 to establish new ranges for the appropriate year equal to 70% of the percentage adjustment as determined by the Resource Model. In 1993-94, the salary grade ranges will be adjusted by 3.5% (70% of 5.0%).

If at least one employee's salary would exceed their newly established salary range for any year of the Agreement, salary range maximums for each salary grade would be increased by an amount equal to 100% of the percentage adjustment as determined by the Resource Model or the percentage increase in the third year.

C. Hiring Range.

1. For each year of this Agreement, new employees will be hired at the minimum of their salary grade, the minimum of their salary grade plus 2.7% or the minimum of their salary grade plus 5.25% dependent upon such criteria as educational attainment, previous related work experience, etc. If circumstances indicate a need to deviate from the previously mentioned range, a representative of the Personnel Department will meet with a representative designated by the Union to discuss the reason(s) necessitating a deviation from the established hiring range. Such discussion shall be held prior to making a formal offer of employment to the prospective employee.
2. New employees hired after June 1 will be eligible to receive a salary adjustment equal to 70% of the negotiated salary increase normally granted in July.

D. Pay Dates.

The College will issue paychecks on a biweekly basis.

E. Closing of the College.

Members of the bargaining unit shall not suffer loss of pay as a result of the College being closed due to inclement weather conditions.

ARTICLE XI - DECLARATION OF GOOD FAITH

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the continuous and uninterrupted operation of the instructional program during the normal school year. The Union, therefore, agrees that there shall be no interruption of these services, by its officers, representatives or members, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or engage in unlawful picketing of the College's premises. The Union further agrees that there shall be no strikes, boycotts, sit-downs, slow-downs, stay-ins, stoppages of work or other acts that interfere with the services of the College.

Violations of the foregoing may be made the subject of disciplinary action or discharge from employment, as to the employees, and/or exercise of any legal right or remedy as to the Union.

ARTICLE XII - WAIVER

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

ARTICLE XIII - AGREEMENT SAVINGS

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall commence July 1, 1991 and shall continue in full force and effect until midnight June 30, 1994 when it shall terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF TRUSTEES

FOR THE L.C.C. - E.S.P.

By: Shirley M. Rodgers
Chairperson

By: Evelyn E. Lynn
President

By: Melvin M. Villarreal
Secretary

By: William R. Owen
MEA Representative

APPENDIX A

The College resources referred to in this Agreement for a given year consist of the following four items, which are measured by comparative changes in income-related factors for two years, as follows:

Property Taxes are measured by the current fiscal year and the previous fiscal year. Property taxes shall be determined by multiplying the tax base by three mills, or portion thereof authorized by the State Constitution, as amended. The tax base shall be the state equalized valuation for the current year reported by the Ingham County Equalization Department on current form number L-4081C.

In the event of an approval of a redistricting plan (changing the College's taxing district or the tax rate) the tax base and/or millage rate for the previous year shall be consistent with the newly established tax base and/or millage rate for the current year.

Tuition is measured by the previous two fiscal years. Tuition consists of revenues determined by multiplying the calculated tuition factor by the total number of credit hours from the post-spring period through the following spring term of each year. The tuition factor shall be calculated as follows for each year of this Agreement utilizing the State of Michigan's data base:

The preceding year's tuition factor plus the simple mean percent change in the resident in-district semester equivalent tuition rates of the other Michigan public community colleges from information available from the State of Michigan on or about the first week of June.

State Support is measured by the current fiscal year and the previous fiscal year. State support includes the state funds appropriated for unrestricted purposes, calculated on a fiscal year basis in accordance with the *Manual For Uniform Financial Reporting for Michigan Community Colleges*. (Thus, the state support for a given year consists of one-fourth of the previous year's appropriation plus three-fourths of the current year's appropriation.) State support shall not be less than 2%, nor more than 9% of the state support for the previous fiscal year.

Interest Income is measured by the previous two fiscal years. Interest income includes interest income earned on the investment of unrestricted general funds less expenses incurred.

Expenses incurred are limited to charges billed to the College by the townships as a result of the levying of summer property taxes in the township portions of the College district. This summer levy provides funds at an earlier date for investment purposes, thereby resulting in additional interest income which will be offset, in part, by charges billed to the College by the townships.

A copy of the details of implementing the Resource Model is available in the College's Personnel Department.

APPENDIX B

LANSING COMMUNITY COLLEGE

ESP GRIEVANCE FORM

SUBMITTED AT LEVEL _____ GRIEVANCE # _____ OF 199__

1. Date of Alleged Occurrence _____

2. Cite the Agreement Article(s) and/or Section(s) Alleged to Have Been Violated

3. Statement of Grievance

4. Remedy Sought

Submitted by _____

Position _____

Date _____

Copies to: ESP Grievance Chairperson, ESP President, Director of Personnel, President of Lansing Community College, Grievant's Dean/Director, Grievant's Immediate Supervisor

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