

MASTER AGREEMENT

BETWEEN

**MID MICHIGAN COMMUNITY COLLEGE
EDUCATION SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA**

AND

**BOARD OF TRUSTEES
MID MICHIGAN COMMUNITY COLLEGE
HARRISON, MI 48625-9447**

JULY 1, 1993 - JUNE 30, 1996

Mid Michigan Community College

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AGREEMENT

This Agreement is entered into effective July 1, 1993 by and between the Mid Michigan Community College Board of Trustees, hereinafter called the "Employer" or "College" and the Mid Michigan Community College Support Personnel Association MEA/NEA, hereinafter called the "Association".

ARTICLE 1
EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- D. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the Agreement within thirty (30) days, the matter may be referred to interest arbitration by either party. The rules of appointment and procedure of the Michigan Employment Relations Commission (MERC) will be followed in such arbitration.

ARTICLE 2
RECOGNITION

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish wages, hours, and terms and conditions of employment for members of the bargaining unit herein defined.
- B. The Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to employment for the entire term of this Agreement for all personnel as certified by the Michigan Employment Relation Commission on June 19, 1986, whether full-time or part-time; including by way of illustration only, but not limited to: all technicians, secretaries, executive secretaries, aides, clerks, part-time theatre aides, part-time stock room clerk--automotive, programmer, bookkeeper/payroll clerk, child care aides, receptionists, switchboard operators, custodians, cooks, kitchen helpers, maintenance personnel, specialists, assistants, pre-school teacher and all other regular full- and part-time support personnel employed or to be employed.

Bargaining unit membership is identified as at least 600 hours during an academic calendar year (30 weeks - 2 semesters) or at least 1040 hours during a fiscal calendar year (52 weeks). Employees who are currently bargaining unit members will remain bargaining unit members regardless of number of hours worked.

It is not the intent of the College to create non-bargaining unit positions (based on hours worked) where a bargaining unit position would normally exist. The addition of non-bargaining unit staff will not reduce the number of bargaining unit positions or reduce the number of work hours of current members.

Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

- C. The following employees shall not be subject to the terms of this Agreement:
1. The Administrative Assistant to the President
 2. The Administrative Assistant to the Vice President
 3. The Administrative Assistant to the Business Manager
 4. The Administrative Assistant for Accounting
 5. Custodial/Maintenance Supervisor
 6. The Individualized Learning Center Assistant
 7. Senior Citizens Travel Club Employees
 8. Employees for which the College receives 100% of salary reimbursement from a state or federal grant.
 9. College Work-Study Students
 10. Current College Students who are employed by MMCC. Students must work less than 20 hours per week and maintain at least

half-time enrollment during the time they are employed by the College.

11. Administrators and Faculty
 12. Probationary Employees
 13. Temporary Employees: An employee who is employed to fill a full- or part-time position on a per diem basis of no more than three hundred twenty (320) work hours per fiscal year.
 14. Substitute Employees: Persons hired to replace bargaining unit members who are absent from their employment due to illness, injury, or on an approved leave of absence.
- D. The Employer will not sub-contract bargaining unit work unless the skills needed to perform the work as specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time.

ARTICLE 3
PROBATIONARY PERIOD

- A. All full-time employees covered by this Agreement shall be considered probationary employees for the first sixty (60) calendar days of their employment by the College and shall be considered employees at will.

All part-time employees covered by this Agreement shall be considered probationary employees for the first ninety (90) calendar days of their employment by the College and shall be considered employees at will.

The probationary period for full-time and part-time employees may be extended for an additional thirty (30) calendar days. In such cases the administration shall notify the employee, in writing, the specific reason(s) for the extension of the probationary period.

- B. The College shall be the sole judge of acceptance of new employees during the probationary period and no controversy concerning employment of these employees shall be subject to appeal or grievance.
- C. Upon completion of the probationary period, all employees shall be awarded sick days, vacation days, and seniority, retroactive to the employee's date of hire.

ARTICLE 4
RIGHTS OF THE BOARD

- A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement.
- B. The Board shall review and analyze continually the needs of the College so that all programs and expenditures will relate to educational excellence, student needs, community service, quality faculty, and quality support staff.
- C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by statute and the Constitution of the United States.
- D. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE 5
BARGAINING UNIT MEMBER RIGHTS

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.
- B. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer unless it affects the work performance of the bargaining unit member.
- C. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their Association activities, race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- D. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, ethnic origin, age, sex, handicap, physical characteristics, marital status, or sexual orientation.

ARTICLE 6
ASSOCIATION RIGHTS

- A. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, address, seniority and experience credit of all bargaining unit members; compensation paid thereto and educational background; all budgetary information and allocations; agendas, minutes, and reports of or to all Board of Trustees meetings at the time said items are available to the public.
- B. The bargaining unit representatives shall be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the secretary at least seven (7) days prior to the scheduled meeting.
- C. The Association will notify the employer by September 1 of each year the names of its officers and representatives. The employer will be notified of any changes.
1. Officers and/or representatives, not to exceed four (4) individuals, shall be released from duty without loss of time or pay when their presence is needed at any meeting or hearing scheduled during working hours by the Employer and the Association.
 2. One officer and grievant(s), during their working hours, without loss of time or pay, may present grievances to the Employer. Others may attend with a loss of pay or time.
 3. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations and provided, however that MEA representatives are to report to the administrative office and state the purpose of the visit.
- D. A total of thirty-five (35) hours' release time per fiscal year with pay shall be provided to the Association for the purposes of educational leave, such as conferences, seminars, and the annual assembly. The Association will notify the Employer at least five (5) days in advance of the date of the scheduled event and the names of the employees selected to attend. The advance notice stated above is subject to special emergency exceptions. Permission to attend will normally be approved by the supervisor subject to necessary emergency exceptions.
- E. The Association shall have the right to use the Employer facilities for meetings so long as usual channels are utilized. No charge

shall be made for the Association's use of Employer rooms on week days when the College is open. The Association shall have the right to use and/or have access to Employer facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, computers, word processors, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- F. The Association shall have the exclusive right to post notices of activities and matters of Association concern on appropriate bulletin boards, at least one of which shall be provided. The Association may use the internal document delivery service of the Employer, without U.S. Postage, and departmental mail boxes for communication to bargaining unit members.
- G. The Employer shall notify the Association of names of any hires, recalled unit members, promotions, terminations, and approved leave of absences in writing within three (3) working days after said action.
- H. The Employer shall provide the Bargaining Unit with seventy-five (75) copies of the Agreement.

ARTICLE 7
MEMBERSHIP DUES OR FAIR SHARE FEES

- A. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements.
- B. In accordance with the terms of this Article, each bargaining unit member within 30 days of completion of the probationary period shall, as a condition of employment, join the Association or pay a service fee to the Association.

Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its lawful policies and procedures.

Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA's lawful Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

- C. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- D. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to section C the Employer will deduct the appropriate amount of the dues, assessments, contributions or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in

June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than seven (7) days following each deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made. The Association treasurer shall notify the business office no later than ten (10) days in advance of any changes in the amount to be deducted for such expenses.

- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer paid, annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.
- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

- G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (January). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification of non-members of the fee for that given school year.

ARTICLE 8
WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. When any bargaining unit member feels that the environment or conditions of safety adversely affect his/her ability to perform his/her assigned duties he/she shall notify his/her immediate supervisor and every effort will be made to remedy the condition.
- B. An employee will work within the limits of the law when handling and/or disposing of chemicals, toxic agents, or refuse.
- C. The College shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students. No bargaining unit member shall be required to dispense or administer medication.
- D. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.
- E. The Employer shall provide without cost to the bargaining unit member the following:
 - (1) Uniforms as currently provided.
 - (2) Whenever uniforms are required, the employer shall provide an adequate number of such uniforms and shall regularly clean and maintain the uniforms.
 - (3) The Employer will furnish a rain garment for each outdoor maintenance crew employee.
 - (4) Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
 - (5) Reimbursement for the cost of licenses or the renewal of licenses if required for the bargaining unit member to perform his/her job or position.

- F. When the college is officially closed because of inclement weather or other safety reasons, the employee is not expected to work his/her regularly scheduled shift unless specifically notified to do so by the immediate supervisor. Time will not be lost; those required to report for work will be paid as per the current practice at the rate of time and a half.
- G. On those occasions when there is inclement weather preventing an employee from reporting to work, and classes are canceled, the employee shall select one of the following options:
1. Time is lost; no pay.
 2. Time is charged to vacation time if such time has been earned.
 3. Time may be made up within five (5) working days unless the employee is on approved leave. In such cases the time shall be made up within five (5) days of returning from leave.
 4. Compensatory time may be used if previously earned.

ARTICLE 9
WORKYEAR, WORKWEEK AND WORK DAY

A. Office Staff

Office employees will be assigned to one of the following schedules, Mondays through Fridays:

7:30 AM - 4:00 PM = 8 hours

8:00 AM - 4:30 PM = 8 hours

8:30 AM - 5:00 PM = 8 hours

These times may be adjusted, as in the past, for the offices which have been traditionally opened during the College Fall and Winter semesters only for no more than one (1) evening per week per employee, Monday through Thursday, and no later than 8 p.m. that evening; provided that the employee works an eight-hour shift that day-evening with the specified beginning and ending times mutually arranged between the employee and his/her immediate supervisor.

The switchboard operator schedule may be adjusted during the College Fall, Winter and Summer semester only, and for no more than four (4) evenings per week, Monday through Thursday evenings and no later than 8 p.m. provided that the employee works an eight-hour shift that day-evening with the specified beginning and ending times mutually arranged between the employee and his/her immediate supervisor.

B. Maintenance/Custodial Staff

Maintenance/Custodial employees will be assigned to one of the following schedules:

First Shift

7:00 AM - 3:30 PM = 8 hours

8:00 AM - 4:30 PM = 8 hours

Second Shift

3:30 PM - 12:00 Midnight with an unpaid thirty (30) minute meal break = 8 hours. Maintenance/Custodial employees assigned to the second shift shall be paid thirty cents (\$.30) per hour above the hourly schedule.

Third Shift

10:30 PM - 7:00 AM with an unpaid thirty (30) minute meal break = 8 hours. Maintenance/Custodial employees assigned to the third shift shall be paid forty cents (\$.40) per hour above the hourly schedule.

C. Food Service Employees

The food service employees' regular schedule shall be one of the following:

7:15 a.m. - 4:00 p.m. Monday through Thursday
10:00 a.m. - 2:00 p.m. Monday through Thursday
4:00 p.m. - 8:30 p.m. Monday through Thursday

The regular work week shall be Monday through Friday.

On Fridays the food service employees may have a different schedule as a result of shortened cafeteria hours.

Food service employees may be assigned to work at special events or parties in addition to their regular hours.

D. Meal Breaks

For every 4-1/2 hours an employee works, the employee shall be provided a 30-minute unpaid meal break which shall be scheduled at a mutually agreeable time.

E. Schedule Variations

1. Should the College adopt a summer semester 4-day workweek, total weekly hours shall not exceed 36 (prorated for part-time) and shall be equally divided among the four days (Monday-Thursday) without reduction in regular full weekly pay.
2. It is understood that for the regularly scheduled activities of registration, late registration, and graduation, employees normally scheduled to work these activities will agree to a varied work schedule as in the past.
3. The schedule for maintenance and custodial employees shall be posted for twenty-one (21) calendar days prior to implementation. Any changes in the posted schedule shall be mutually agreed to by the employee and his/her immediate supervisor.

If mutually agreed upon, a Letter of Agreement will be signed at the beginning of the second year of the contract reducing the twenty-one (21) calendar days to fourteen (14) calendar days for the remainder of the contract.

In the event of an emergency, the supervisor shall ask for volunteers to work from all custodial/maintenance employees. If no one volunteers to work, the supervisor may assign a custodial/maintenance employee to work.

F. Overtime Pay

Overtime must first be offered to the employee who performs the work on a regular basis.

1. An employee shall receive overtime payment at the rate of one and one-half (1-1/2) times their regular rate of pay for all approved time worked:

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a. in excess of forty (40) hours in any one work week.

For purposes of this paragraph, a holiday, vacation day, sick day or an inclement weather day, shall be considered a day worked.

2. Hours worked on holidays will be paid at time-and-a-half the amount of the hourly rate of the employee's regular salary, in addition to their regular salary. Hours worked on Sundays will be paid at time-and-a-half of the amount of the employee's hourly rate.
3. Compensatory time in lieu of payment shall be on the basis of overtime provisions as stated in this Article. The employee shall be given the choice of taking compensatory time or overtime pay as described in this Article. Compensatory time or hours worked shall be at established overtime rates.
4. When an employee is requested to work overtime, he/she is guaranteed one (1) hour pay at one and one-half (1-1/2) times their regular rate of pay.
5. When an employee is requested to work on a day other than a normal work day, he/she is guaranteed a minimum of two (2) hours pay at established overtime rates.

G. Compensatory Time

For those employees who are scheduled to work for registration, compensation time only shall be provided for overtime worked during the periods of one week before registration, during registration, and ten days after registration.

H. Call-In Pay

An employee reporting for duty at the employer's request for work which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least two (2) hours pay or compensatory time (at employee's choice) at the rate of time and one-half or double time, whichever is the appropriate pay as established in the above section.

I. Stand-By Pay

Stand-by must first be offered to the employee who performs the work on a regular basis. Employees assigned and scheduled to "stand-by" status shall be paid two (2) hours at straight time or its equivalent in compensatory time (by mutual agreement) for every eight (8) hours scheduled stand-by. In the event an employee is assigned to "stand-by" status for less than eight (8) hours, his/her pay for this time shall be prorated. Employees assigned to stand-by status are required to be available for duty by leaving word at their homes or with their supervisors where they can be reached by phone and be in a position to return to work

immediately when called. Employees shall be paid for the actual time worked at the rate of time and one-half (1-1/2), or a minimum of three (3) hours, whichever is greater and it shall not be counted as part of the standard work week.

J. Rest Breaks

One paid fifteen-minute rest break shall be provided during each four-hour period of work.

K. Paid Holidays

Memorial Day
Independence Day
Easter Sunday (for those scheduled to work)
Labor Day
Thanksgiving Day
The Day after Thanksgiving Day

If the College is not closed, Christmas Day and New Year's Day shall be considered paid holidays.

Whenever one of these holidays falls on a Saturday, time off with pay shall be allowed all employees normally scheduled to work on the preceding Friday; and whenever one of these holidays falls on a Sunday, the subsequent Monday shall be allowed.

Hours worked on holidays will be paid at time and a half the amount of the hourly rate of the employee's regular salary, in addition to their regular salary.

L. Vacations

1. Vacation time will be awarded in accordance with the following chart:

<u>Length of Service with the College</u>	<u>Vacation</u>
After the completion of one (1) month through the sixth (6) year	1 day per month
After the completion of six (6) years through the eleventh (11) year	1.25 days per month
After the completion of eleven (11) years	1.50 days per month

A day shall be defined as the number of hours an employee normally works.

2. Total accumulated vacation time for any employee shall not exceed twenty-five (25) days at any time.

3. Vacations shall be granted by the immediate supervisor in

accordance with the employee's request and the needs of each department within the College. Vacation time shall be charged on a hourly basis. In the event that a vacation request is denied when an employee would have exceeded the maximum days allowed, the maximum days are automatically extended for a period of thirty (30) days during which time the employee may utilize accrued vacation days. An employee shall not lose any vacation days as a result of a vacation request being denied.

4. An employee may not waive vacation and receive extra pay. The maximum days may be exceeded by mutual agreement of the employee and his/her immediate supervisor.
5. No employee shall be eligible to use vacation time prior to the completion of four (4) months of employment after the probationary period.

ARTICLE 10

JOB DESCRIPTION AND CLASSIFICATION

- A. Within thirty (30) days of ratification of this Agreement, the Association shall be provided with copies of the current job description for each position in the bargaining unit. The development of any new job descriptions and changes in any existing job descriptions shall include input from the Association. The Association shall be provided copies of all new job descriptions and all revised job descriptions prior to implementation. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the College. The descriptions will include at a minimum:
- (1) Job Title and Description.
 - (2) Minimum requirements.
 - (3) A statement of required tasks and responsibilities.

ARTICLE 11

EVALUATIONS

- A. Bargaining unit member evaluation shall be by personal observation of bargaining unit member work. When evaluating specific job tasks the job description shall be used as the criteria. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation by the bargaining unit member's immediate supervisor. However, when necessary, another MMCC administrator may be called upon to observe and evaluate the bargaining unit member. A bargaining unit member may request an observation and evaluation by another MMCC administrator.
- B. If the supervisor or the evaluator believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, with an identification of the specific ways in which the bargaining unit member is to improve and of the assistance, if practical, to be given by the Employer towards that improvement. In subsequent observation reports filed within twenty-four (24) months, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- C. Following each evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator within fifteen (15) working days of the conference. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments which shall be attached to the written evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.
- D. An evaluation of the bargaining unit member's work shall be completed at least once per fiscal year following the procedures of this provision.
- E. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association if authorized in writing by the bargaining unit member.

ARTICLE 12
PERSONNEL FILE

- A. A bargaining unit member will have the right to review the contents of all records of the Employer originating after initial employment pertaining to said bargaining unit member and to have a representative of the Association accompany him/her in such review. Such reviews shall take place between 9 a.m. and 4 p.m. on scheduled work days.
- B. Other reviews of a bargaining unit member's file shall be limited to qualified supervisory personnel. Clerical personnel shall have the right to carry out their routine tasks as they pertain to personnel files.
- C. Any material originating after probation shall not be placed in a bargaining unit member's personnel file or record unless she/he has been given a copy of said materials. The bargaining unit member may submit a written notation regarding such material. If the material placed in the file is found to be in error, the material will be corrected or expunged from the file, whichever is appropriate. If recommendations, written or oral, are requested from the Personnel Office, such recommendations shall be based on the contents of the bargaining unit member's personnel file.
- D. If a bargaining unit member is requested to sign or initial material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but, in no instance, shall said signature or initial be interpreted to mean agreement with the material's content.
- E. There will be only one (1) official personnel file for each employee.
- F. All documents relating to disciplinary action up to a suspension and any reference to a disciplinary action up to a suspension shall be expunged from the employee's personnel file two (2) years after the date on the document. All documents relating to a suspension and any references to a suspension shall be expunged from the employee's personnel file five (5) years after the date on the document.

ARTICLE 13
COMPLAINTS, DISCIPLINE, AND DISCHARGE

- A. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, and discharges. Any such discipline, shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which he/she believes will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representation of the Association is present.
- C. The employee shall be given an opportunity to sign and receive a copy of any disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgment that such action exists. In imposing any sanction on a current charge, the employer will not take into account any prior infraction which occurred more than 36 months previous to the date of the occurrence of the event on which the current charge is based.
- D. Suspension may occur while discipline is pending. If no discipline results, pay will not be interrupted during suspension.
- E. No student, parental, or College personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. When complaint material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 14
BARGAINING UNIT VACANCIES, TRANSFERS & RECLASSIFICATIONS

- A. Support personnel will be notified of all College open positions.
- B. Bargaining Unit Vacancies: A vacancy shall be defined as a newly created position or a present position that is not filled. When a vacancy occurs, the personnel department shall notify all hourly employees in writing, describing the position, classification, and advising that applications will be accepted.
1. Posting. The posted specifications for the position shall relate to the performance requirements of the position and shall include the following:
 - a. Date of the posting.
 - b. Date the posting period expires.
 - c. Department where vacancy exists.
 - d. Classification
 - e. Salary schedule and rate of compensation.
 - f. Job Description
 - g. Number of hours in the work week and schedule of hours to be worked.
 - h. Starting date.
 - i. Unit status
 - j. Grant Funding status.
- C. Application for Vacancies in the Bargaining Unit
An employee in the bargaining unit may apply for the posted position by filing a letter of interest to the personnel department. Only bargaining unit members may apply for the first posting of the position. If no qualified bargaining unit applicants apply for the position within five (5) working days, the position will be open to non-bargaining unit applicants. Bargaining unit member applicants who were not qualified for the position shall be given, in writing, the reasons they were not qualified for the position before the position is opened to non-bargaining unit members. An application for a position shall not adversely affect an employee's status in his/her present position.
- D. Vacancy Interviews
All members of the bargaining unit who apply and are determined to be qualified shall be interviewed by the supervisor of the department with the open position. If one (1) or more members of the bargaining unit who apply for the position are qualified, the College will not seek applications from outside the College.

- E. Selection Basis
In the event two (2) or more bargaining unit employees are equally qualified for a vacancy and one (1) of them is to be selected to fill the vacancy, the employee with the most bargaining unit seniority will be selected.
- F. Notification
Every effort shall be made to notify all bargaining unit member applicants by the personnel office of the awarding of the position within five (5) work days.
1. If a classification or position change is made, placement on the new wage scale shall be at the same step level as their previous position.
- G. Employees who take a new or vacant position within the bargaining unit shall be granted a 160 hour trial period to determine:
- a. their ability to perform the work;
 - b. their desire to remain in the position.
1. During the trial period, employees will receive the rate of the job they are performing at the same step level as their previous position.
 2. During the 160 hour trial period and after 80 hours of work, the employee shall have the opportunity to request transfer back to his/her former position. If the supervisor finds that the employee is not able to perform the work satisfactorily after 160 hours, the College may transfer the employee back to his/her former position.
 3. If the employee goes back to his/her former position, the College will first offer the position to a qualified bargaining unit member who had previously applied for that position. If the second bargaining unit member goes back to his/her former position or if there were no other bargaining unit member applicants, the College may open the position to non-bargaining unit applicants. The College shall not seek applications for said position until the trial period is completed.
- H. In the event of a transfer, the employee shall be given reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous position.

I. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause. When an employee is required to assume the responsibility of a lower job classification at the request of the College, that employee shall continue to be paid at his or her current rate for thirty (30) work days.

J. Reclassification

1. The College and the Association agree that positions should be appropriately classified for the purpose of compensation. Both parties recognize that because duties and responsibilities of a position may evolve over a period of time, an employee may call attention to his/her position when inequities appear to exist and may request a position review for the purpose of upgrading. A request for a position review shall be submitted, in writing, to the personnel office. The employee's request for a position review shall include rationale for the upgrade. An employee may request a position review no more than once during a fiscal year.
2. Following a request for a position review, a representative of the personnel office will meet with the employee and his/her supervisor to evaluate the job content. The review shall evaluate the level of responsibility assigned to the position, the skills required for the position, the complexity of the position and the amount of stress associated with the position. The employee shall be informed as to the results of the review, including whether or not an upgrade has been approved, within thirty (30) working days of the request for the review.
3. In the event an employee's request for an upgrade is not granted, the employee shall be provided, in writing, the specific reasons the upgrade was denied.
4. Any employee whose position is upgraded will receive the pay rate retroactive to the date of the initial request for the review.

Article 15

SENIORITY LIST, REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. Seniority: The College shall prepare and maintain a seniority list which shall show the name, category, title, department, pay schedule, and seniority date of all employees within the bargaining unit. The master list will be updated yearly and prior to layoff. Corrections shall be made within thirty (30) calendar days after posting of the original Master List and the yearly updates.
1. An employee's seniority shall accrue from his/her most recent starting date of employment with the College. This date shall be used for seniority purposes.
 2. Seniority shall accrue while an employee is on layoff or a leave of absence.

Laid off employees shall receive one step advancement upon return.
 3. An employee's seniority time within the bargaining unit shall not be affected by transfer or promotion to another position at the College.
 4. Part-time employees shall accrue seniority on a pro-rata basis.
 5. If a non-bargaining unit employee fills a bargaining unit position, the date they start the bargaining unit position or previous bargaining unit time shall be used as their seniority time for the first two (2) years in the new position. After two years, they will "bridge" the exempt past years of service with the College and this would be their new adjusted seniority date within the bargaining unit.
- B. Layoff: Layoff shall be defined as a demonstrable and necessary reduction in the work force beyond normal attrition.
- C. No bargaining unit member shall be laid off pursuant to the reduction in the work force unless said bargaining unit member and the Association have been notified of said layoff at least twenty (20) work days prior to the effective date of layoff. In the event of a reduction in the work force, the employer shall first layoff any temporary employees, then probationary employees; and then the least senior bargaining unit employees. In no case shall an additional student employee(s) nor a new employee be employed by the Employer while there are laid-off employees who are

qualified for a vacant or newly created position within the bargaining unit.

- D.
1. The Employer shall identify the persons to be laid off and the specific position(s) to be eliminated. The Association president and the bargaining unit member(s) in those positions shall be so notified. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff, may exercise their seniority rights within ten (10) working days of notification of layoff in the following order: (Also see D5)
 - a. Fill any bargaining unit vacancies for which he/she meets the qualifications of the position as identified in the job description.
 - b. Replace any less-senior employee provided he/she meets the general qualifications of the position as identified in the job description.
 - c. Accept layoff.
 2. It shall be assumed that an employee can perform the duties of a position if she/he is able to do so within a break-in period of 200 working hours. During this time the employer shall provide assistance and direction to the employee. Formal evaluation shall not be conducted during the break-in period.
 3. No non-bargaining unit employee, student help, student employee, any temporary college employee nor volunteer shall perform the work formerly assigned to a bargaining unit member who is laid off or whose work hours are reduced. The work hours of these said non-bargaining unit employees shall not be increased during a period of layoff or reduction.
 4. Employees who, due to a reduction or reallocation of the work force, are required to accept a lower classification position shall be restored to the former classification they held prior to the reduction or reallocation of the work force without the utilization of the posting procedure in the event the position is reactivated.
 5. Employees shall not be required to accept a position with an employment status, i.e., full-time, one-half time, three-quarters time which is not equivalent to the employment status of the position which the employee is occupying at the time of reduction or reallocation of the work force.

E. The employer will pay for health and dental coverage for the first forty-five (45) days. Laid off bargaining unit members may continue their health and dental insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer after the first forty-five (45) days of such layoff. Employees may have the same rights for life insurance if available. Employees on layoff shall be entitled to purchase medical insurance benefits at the group rate for a period no longer than those set forth in COBRA.

F. Reduction:

1. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without notice of twenty (20) work days to the Association and bargaining unit member. In the event of a reduction in the work hours, bargaining unit members may voluntarily take the reduction in hours, may fill a vacancy, may accept lay-off, or bargaining unit members with the greater seniority may maintain his/her normal work schedule by working hours normally assigned to (1) temporary college employees; and then (2) bargaining unit members with less seniority pursuant to section F3.
2. All benefits to which the affected employee may be entitled prior to a reduction in the work week schedule shall be provided for forty-five (45) days.
3. If an employee's work week hours are reduced, the employee may bump the number of hours per week that their schedule is reduced in another position at the same or another level according to seniority bumping rights provided they are qualified as identified in the job description and shall be paid at their step on the appropriate schedule for those hours.
4. (See D3, F1 and F3)
In the event that there are employees on layoff status and employees with their work week reduced at the same time when vacancies occur, the employee with the most seniority and qualified as identified in the job description shall have first claim on the job vacancy.
5. No position with the same or a similar job description shall be created without first restoring reduced employees to their original work hours.

G. Recall:

1. When there is an increase in the bargaining unit work after a reduction or layoff; employees who have been in reduction or layoff status not to exceed three (3) years, shall be recalled to the increased work time or to job openings for which they possess the general qualifications listed in the job description for the position.
2. Recall shall be accomplished in order of seniority, with the most senior being recalled first. Employees wishing to be considered for positions of greater or lesser work time than they held at the time of the reduction or layoff must submit a written notice of such request prior to recall consideration by the college for a specific position of greater or lesser work time.

H. Notice:

1. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
2. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report availability to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member is available for work providing the bargaining unit member reports within twenty (20) work days from receipt of notice.

I. Loss of Seniority - An employee shall lose seniority for the following reasons:

1. Termination of employment with the college.
2. Failure to return to work in accordance with the terms of a leave of absence without a justifiable reason.

ARTICLE 16
GRIEVANCE PROCEDURE

- A. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. However established practice, rule, order, policy or regulation affecting bargaining unit members' working conditions may be processed through Formal Level 4.
- B. **INFORMAL LEVEL:** In the event that a unit member or the Association believes a grievable incident has occurred, the member or the Association shall request a meeting with the immediate supervisor involved within twenty (20) work days of the occurrence of such grievable incident or when the grievant should have had knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within ten (10) work days of the request, the claim or complaint shall be formalized in writing as provided hereunder. The written grievance must be filed within fifteen (15) working days after the date of the informal discussion with the supervisor or fifteen (15) work days from the supervisor's failure to schedule a meeting.
- C. **FORMAL LEVEL 1:** A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) work days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- D. **FORMAL LEVEL 2:** If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) work days of receipt of the grievance, the grievance shall be transmitted to the immediate supervisor's supervisor or Vice President over the grievant's immediate supervisor. Such transmission shall be within fifteen (15) work days from the receipt of the supervisor's written response (Formal Level 1) or date on which the supervisor's response was due. Within seven (7) work days after the grievance has been so submitted, the administrator receiving the grievance shall meet with the Association on the grievance. This administrator, within ten (10) work days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
- E. **FORMAL LEVEL 3:** If the Association is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within ten (10) work days after the conclusion of the meeting with the Level 2 administrator over the grievant's immediate supervisor; the grievance may be submitted to mediation through the State of Michigan Employee Relations Commission. The Association shall notify the Personnel Office of its intent to seek mediation within ten (10) working days from completion of Formal Level 2.

The Association and the College may mutually agree in writing to bypass this level and proceed directly to Level 4. If a mediation session cannot be scheduled within thirty (30) calendar days, the step may be bypassed upon the request of either party.

- F. **FORMAL LEVEL 4:** If the Association is not satisfied with the disposition of the grievance at Level 3, or if Level 3 has been bypassed, the grievance shall be transmitted to the Board of Trustees within fifteen (15) work days of the receipt of the last decision. Within fifteen (15) work days of receipt of the grievance, the Board of Trustees shall meet with the Association on the grievance. Within ten (10) work days after the conclusion of the meeting, the Board of Trustees shall render a written decision thereon with copies to the Association.
- G. **FORMAL LEVEL 5:** If the Association is not satisfied with the disposition of the grievance at Level 4 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within fifteen (15) work days of the receipt of the Level 4 decision. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.
- H. **MISCELLANEOUS CONDITIONS:**
1. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
 2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
 3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level #2 of the grievance procedure. However, the grievance must be filed within twenty (20) work days of the occurrence of such grievable incident or when the Association should have had knowledge of the occurrence.
 4. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

5. The arbitrator shall have no power to alter, add to, nor subtract from the terms of this agreement.
 6. The parties agree to exchange in writing seven (7) work days prior to the hearing scheduled in Level 5 a list of witnesses, exhibits, and a brief summary of the witnesses' testimony. Failure to comply with this requirement will allow the arbitrator to exclude said exhibits or testimony.
- I. Upon the Association's request, the Employer shall provide materials that are relevant to a particular grievance provided that it is legal to do so.
 - J. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the calling party.
 - K. The arbitrator shall have no power to rule upon anything for which the individual or Association has elected another remedy or forum established by law or regulation having the force of law. In the event another remedy is elected during the arbitration process, the grievance shall be withdrawn.

GRIEVANCE REPORT FORM

Grievance # _____ Mid Michigan Community College

Distribution of Form

- 1. Immediate Supervisor's Supervisor or Vice President of Immediate Supervisor
- 2. Immediate Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor in Duplicate

<u>Department</u>	<u>Position</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature	Date
-----------	------

C. Disposition of Immediate Supervisor: _____

Signature of Immediate Supervisor	Date
-----------------------------------	------

D. Disposition of Grievant and/or Association: _____

Signature	Date
-----------	------

STEP II

A. Date Received by Immediate Supervisor's Supervisor or Vice President of Immediate Supervisor: _____

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

(continued on reverse side)

GRIEVANCE REPORT FORM

B. Disposition of Immediate Supervisor's Supervisor or Vice President of Immediate Supervisor: _____

Signature Date

C. Position of Grievant and/or Association: _____

Signature Date

STEP III

A. Date: (1) Referred to Mediator: _____
(2) Bypassed: _____

B. Date of Mediation Hearing: _____

C. Position of Grievant and/or Association: _____

Signature Date

STEP IV

A. Date Received by Board of Trustees: _____

B. Disposition of Board: _____

Signature Date

STEP V

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator Date

ARTICLE 17
SPECIAL CONFERENCES

- A. Special conferences between the Association and the College are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Association President or designated representative and the College through the Personnel Director or designated representative upon request of either party. Such meetings shall be between the representatives of the College and up to four (4) representatives of the Association. More members of the Association may attend by mutual agreement.
- B. The Personnel Director or designated representative shall determine if the special conference will be held during the work day. The members of the Association shall not lose time or pay for time spent in special conferences if held during normal working hours. Arrangements for such special conference shall be made in advance and a written agenda of the matter(s) to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up at the special conference shall include only those items on the agenda.
- C. Special conferences shall be held within ten (10) working days of the request for the conference. The ten-day time limit may be extended by mutual agreement. These meetings shall not be for the purpose of continued negotiations of this Agreement but may be convened for the purpose of clarification and implementation of this Agreement. The special conferences shall in no way be considered a substitute for the Grievance procedure.
- D. The parties agree that the Association and College committee shall have sufficient time to study any position to be taken by the College or Association and to consult with interested parties on any matter in controversy under this Agreement before the parties shall be expected to make a final statement of the party's position on any such matter.

ARTICLE 18
PAID LEAVES

A. Medical Leave

1. Every bargaining unit member shall earn medical leave at the rate of one (1) day per month for each completed month of full-time employment. Part-time employees shall receive this benefit on a pro-rated basis. Medical leave may accumulate up to 230 days. Medical leave will be charged on an hourly basis. A day shall be defined as the number of hours an employee normally works.
2. An employee may be requested to supply a doctor's written verification of illness for any medical leave of five (5) consecutive days or longer.
3. Medical leave with pay will be authorized for the following reasons:
 - a. Acute personal illness or incapacity over which the employee has no reasonable control.
 - b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - c. Medical treatment and dental extractions or treatment to the extent of time required to complete such appointments.
4. **Serious Family Illness Leave:** An employee shall be allowed up to five days leave for serious illness in the family. Family shall include spouse, co-habitor, children of employee or spouse, foster children, parents of employee or spouse, grandparents of employee or spouse. An employee shall be allowed up to three days leave for serious illness of brother or sister of employee or spouse, grandchildren, and other in-laws of employee or spouse.

This time shall be charged against accumulated sick leave, vacation, personal days, or compensatory time at the employee's option.
5. **Childbirth Leave:** Pregnancy or any disability associated with pregnancy and childbirth shall be treated as any other disability.

As with other forms of illness, injury or medical disability, wage continuation for all or part of this period may be achieved by charging sick, vacation and/or personal

days. No employee shall be required to use accumulated vacation leave during this childbirth leave. Employees will be returned to the position they held prior to childbirth leave.

- B. At the beginning of every fiscal year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit members' personal use. A bargaining unit member planning to use a personal day or days shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Personal days shall be available for the practice of individual religious preferences. Personal days shall be charged on an hourly basis. A day shall be defined as the number of hours an employee normally works.
- C. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter who is not a party to the case, shall be paid his/her full compensation for such time less the per diem paid for such attendance.
- D. Upon approval of the immediate supervisor, the bargaining unit member may be granted a maximum of five (5) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, co-habitor, mother, father, brother, sister, children of employee or spouse, adopted children, foster children, grandchildren, father- mother- brother- or sister-in-laws, and grandparents.

Upon approval of the immediate supervisor, the employee may take one (1) paid day per death to attend the funeral of any person. Unused funeral/bereavement leave shall not be cumulative.

ARTICLE 19
UNPAID LEAVES

A. Disability Leave

1. After six (6) months of continuous employment, a disability leave may be requested, without pay, by the employee. Such leave shall be granted when the employee submits a narrative report from his/her physician verifying his/her inability to work.
2. Disability leave may be up to ninety (90) calendar days in length. Extensions beyond the ninety (90) days may be requested from the immediate supervisor.
3. Accumulated vacation and/or medical leave must be used prior to the disability leave.
4. A medical statement from the employee's physician, attesting to the employee's fitness to return to work, shall be furnished.
5. Upon return to work the employee will be placed in the same position. If an employee has worked two-thirds (2/3) of a fiscal year at one step on the pay scale and is reinstated in the subsequent fiscal year, the employee shall be eligible for the next step on the pay scale.
6. During the time of unpaid disability leave, medical leave, vacation and longevity benefits will not accrue. College paid fringe benefits (hospital/medical insurance, dental insurance, life insurance and disability insurance) will be continued for the duration of the leave.

B. Parental/Child Care Leave

After one year of continuous employment, leaves of absence for the purpose of parental/child care without pay or benefits up to one (1) year in duration shall be granted upon written request from a bargaining unit member. During the year of said leaves, seniority shall continue to accumulate. Requests for leaves of absence shall include notification of the beginning and ending dates of said leaves. Parental/Child Care Leave recognizes that child care is shared by both parents. It is explicitly noted that this section of the Agreement, as all others, applies to both men and women. A bargaining unit member returning from a leave of absence shall be reinstated to at least the same classification he/she held when the leave began. At least fifteen (15) working days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work.

C. Military Leave

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

D. Other Leave

1. After six (6) months of continuous employment, unpaid extended leaves of absence up to ninety (90) calendar days in length, for reasons not covered elsewhere in this Agreement, may be requested in writing to the immediate supervisor. Upon recommendation of the immediate supervisor, and appropriate administrator, leave may be granted.
2. Accumulated vacation days must be used prior to the extended leave days.
3. Upon return to work within the ninety (90) day period, pay schedule, medical leave and vacation benefits will resume, with the following exception: If an employee has worked two-thirds of a fiscal year at one step on the pay scale and is reinstated in the subsequent fiscal year, the employee shall be eligible for the next step on the hourly wage schedule.
4. Such leave will not count towards accumulation of benefits.
5. Leaves longer than ninety (90) days will not entitle the employee guaranteed return.
6. A bargaining unit member returning from a leave of absence within ninety (90) days shall be reinstated to at least the same classification he/she held when the leave began.

ARTICLE 20
INSURANCE BENEFITS

- A. The following formula shall be used in calculating the percentage of the monthly hospital, medical, optical and dental premium paid by the College:

Hours worked divided by 2080 = percentage paid monthly.

In the event an employee's status changes warranting a change in the premium percent, the change shall become effective the following month.

- B. It is the responsibility of each employee to complete the proper insurance forms provided by the Business Office. All changes including new dependents, change of marital status, death, etc., must be submitted by the employee to the Business Office within thirty (30) days of the change.

Employees are eligible for insurance coverage on the first day after completion of the sixty (60) day probationary period with the exception of life insurance which shall begin after ninety (90) calendar days of employment at the College.

- C. The following programs shall be provided to all eligible bargaining unit employees of the College according to the formula specified in Section A of this article.

1. Hospital and Medical Insurance:
Eligibility:

- a. Employee, spouse and unmarried children under 19;
- b. Legally adopted children under age 19 for whom subscriber is principal support;
- c. Unmarried children between the ages of 19 and 25 may be eligible under certain conditions;
- d. Other dependents may be eligible under certain conditions.

2. Coverage:

- a. Based on the formula specified in Section A of this Article, the College shall provide health insurance substantially similar to the SET/SEG plan currently in effect and the same as the plan provided for the administrative staff on a twelve (12) month basis, for each eligible bargaining unit member and his/her eligible dependents.

In lieu of such coverage, an eligible bargaining unit member may elect to receive a \$1500 payment to a qualified tax deferred annuity plan.

- b. Instances where the College employs both a husband and wife who meet eligibility requirements, the College will provide only one of these employees with a health benefit package (the other will be considered a dependent on the insured's policies). If a bargaining unit member in this situation elects the \$1500 tax deferred annuity option identified in (a) above, no health benefits will be provided by the College to either the husband or wife.
3. It is understood that if the health benefits for the Administrative staff are changed to a \$5 co-pay for Prescription and \$250 Single and \$500 Family co-pay for Master Medical, these same conditions will apply to eligible bargaining unit members. Further, the College reserves the right to change carriers after bidding specifications that would be substantially similar to existing benefits.
4. Dental Insurance:
Eligibility: (According to the formula specified in Section A of this Article.)
 - a. The College shall provide dental coverage as provided to the administration staff (substantially similar to current SET/SEG policy) for each eligible bargaining unit member and his/her eligible dependents. Coverage shall include the 75%-25% co-payment plan and the 50%-50% bridges and dentures plan.
5. Optical Insurance:
Eligibility: (According to the formula specified in Section A of this Article.)
 - a. The College will provide vision coverage as provided to the administration staff for each eligible bargaining unit member substantially similar to VSP-2 Optical Insurance.
6. Life Insurance:
Eligibility: All bargaining unit employees who work a minimum of 40 hours per week.
 1. Coverage:
 - a. \$20,000 life insurance
 - b. \$20,000 accidental death, dismemberment and loss of sight insurance
 - c. Dependent life insurance program available at employee expense.
7. Disability Insurance:
Eligibility: All bargaining unit employees who work a minimum of 40 hours per week.

The College shall provide, without cost to the hourly-rated personnel, disability insurance providing a plan of salary continuation in the event of sickness or accident for each eligible bargaining unit member. Such plan will provide 66-2/3% of the person's salary up to a maximum of \$500 per week commencing with the 60th calendar day of disability and extending to age 65 in the case of illness, and extending for life in case of accident, less any amount paid by any available retirement or insurance system contributed by the College.

8. Liability Insurance - Paid by the College.
Eligibility: - All employees.
Coverage: - Coverage is effective the first day on the job.

ARTICLE 21
OTHER BENEFITS

- A. Social Security - Paid by the College and the Employee
1. Eligibility:
All employees.
 2. Coverage:
 - a. Retirement benefits.
 - b. Life income for total and permanent disability.
 - c. Lump sum payment upon death.
 - d. Monthly income for qualified survivors.
 3. Date of Eligibility:
 - a. Coverage effective the first day on the job.
 - b. Benefits apply only after a specific length of covered time (check nearest Social Security Office for details).
- B. Worker's Compensation - Paid by the College.
1. Eligibility:
All employees.
 2. Coverage:
Benefits per schedule established by law for accidents or illness directly related to employment.
 3. Date of Eligibility:
Coverage is effective the first day on the job.
- C. Retirement Program - Paid by the College
1. Eligibility:
All employees.
 2. Coverage:
Benefits depend upon years of service and average earnings according to the provisions of the MPSERS.
- D. Unemployment Compensation:
Eligibility, coverage and benefits are according to current law. Contact nearest Michigan Employment Security Office.

E. Employee Tuition Grants:

1. The Board of Trustees shall provide tuition grants including required course, excess and enrollment fees, for hourly rated personnel in accordance with the following schedule and upon recommendation of the employee's immediate supervisor.
 - a. Full-time Employees: 6 credit hours/semester.
 - b. Part-time employees: (Working 1040 hours or more per year): 3 credit hours/semester.

The College shall pay tuition only for travel courses.

2. At the time of enrollment, employees may be required to authorize the College to immediately withhold from their payroll check the amount of the tuition grant provided a grade of "C" or better is not earned or employment is terminated.
3. Employee must have been in the continuous employment of the College six months by the time the class(es) is completed. Employee must still be in the employ of the College at the time the class(es) is completed.
4. One step upward on the salary schedule will be granted July 1st following the completion of an associate degree at Mid Michigan Community College in the field of employment.
5. Recognition of an associate degree in a field related to the employee's field of employment will be granted provided:
 - a) the employee submits a request for recognition of anticipated related degree prior to the completion of the last 18 credit hours of the degree; and
 - b) the request is mutually agreed to by the employee's supervisor, the chief personnel officer, and the College President.
6. Only one associate degree shall be recognized on the salary schedule.

F. Family Tuition Grants:

The Employer shall provide tuition grants, including excess contact hour fees, for full-time hourly rated personnel's spouse and dependent children residing at home provided a 2.0 Cumulative GPA is maintained up to a maximum of sixty-two (62) semester hours or completion of an Associate degree.

G. Bookstore Discounts:

1. Eligibility:

All bargaining unit members.

2. Coverage:

A twenty percent (20%) discount is allowed on all items except items "on sale."

ARTICLE 22
MERIT/BONUS PAY

Eligibility: Begins the first year after the employee has reached the last step of the pay scale.

The eligible employee will receive a 2% bonus based on their performance evaluation of that completed year. The employee's supervisor will provide documented verification of the employee's aggregate score of above three points based on a five-point scale from Section I of the Performance Evaluation.

The 2% merit bonus will be either a lump sum cash payment or tax deferred annuity based on the employee's current year's base salary. The employee is responsible for any associated taxes. Payment will occur on the first regular July pay period. Employees will be eligible for this merit bonus annually thereafter.

Employees resigning or otherwise severing employment shall not be entitled to a prorated portion of the following year's merit bonus pay.

ARTICLE 23
PAY SCHEDULE

A. Pay Period and Deductions

Regular payroll periods are every two weeks, and pay periods terminate on Saturday preceding the normal payday. Normal payday is Friday, except when the general offices are closed (i.e., holiday) in which case payday is the previous working day. (Checks may be picked up on Thursday after 3:00 p.m. preceding the payday.)

B. Payroll deductions are as follows:

1. Federal Income Tax:

Completion of the federal form indicating dependent exemption desired is required.

2. State Income Tax:

Deductions as determined by B.1 above.

3. Retirement:

a. All hourly-rated employees will be covered under Social Security.

b. All hourly-rated employees will become members of the State Employee's Retirement System (MPSERS).

4. Other Deductions:

All other voluntary deductions as approved by the Business Office require employee authorization.

C. Should the bargaining unit member be required to work off the main campus, mileage (at \$.225 cents a mile) and meal expenses shall be provided by the Employer.

D. Salary adjustments will be made on July 1 of each year.

E. Decreasing pay scale steps

1. For the 1993-94 fiscal year, Steps 0 and 1 will be removed.

2. For the 1994-95 fiscal year, Steps 2 and 3 will be removed.

3. For the 1995-96 fiscal year, Steps 4 and 5 will be removed.

Those employees on those steps eliminated move to the first existing step.

SUPPORT PERSONNEL JOB DESCRIPTIONS

BARGAINING UNIT JOB TITLES

HOURLY SCHEDULE #1

Clerk/Typist
Library Aide
Kitchen Helper
Theatre Aide
Automotive Stockroom Clerk
Child Care Aide

HOURLY SCHEDULE #2

Custodian
Maintenance Personnel
Switchboard Operator/Receptionist
Assistant Records Clerk
Assistant Accounts Clerk
General Secretary
Food-Line Technician
Bookstore Sales Clerk

HOURLY SCHEDULE #3

Bookkeeper/Payroll Clerk
Library Assistant
Records Clerk:
 Registration
 Student Records
Accounts Clerk:
 Payable
 Receivable
Cook
Executive Secretary
Theatre Production Assistant
Science Lab Technician
Custodial Crew Leader
Operations Support Assistant
Media Center Technician
Preschool Teacher

HOURLY SCHEDULE #4

Accounting Computer Specialist
Assessment Specialist
Enrollment Specialist
Maintenance Specialist
Records Specialist
Admissions/Employment Information
 Specialist
Faculty Secretary
Accounts Receivable Clerk

HOURLY SCHEDULE #5

Computer Laboratory Technician

HOURLY SCHEDULE #6

Systems Programmer

1993-1994 SALARY SCHEDULE

STEP	HOURLY #1	HOURLY #2	HOURLY #3	HOURLY #4	HOURLY #5	HOURLY #6
0	\$ 5.77	\$ 5.96	\$ 6.27	\$ 6.52	\$ 7.32	\$ 8.52
1	5.96	6.22	6.53	6.85	7.68	9.00
2	6.16	6.49	6.80	7.17	8.03	9.48
3	6.34	6.75	7.07	7.49	8.39	9.95
4	6.53	7.00	7.32	7.82	8.77	10.42
5	6.73	7.28	7.58	8.14	9.11	10.90
6	6.91	7.54	7.85	8.45	9.48	11.38
7	7.11	7.81	8.12	8.79	9.82	11.86
8	7.30	8.06	8.37	9.09	10.19	12.33
9	7.49	8.33	8.63	9.43	10.54	12.80
10	7.68	8.59	8.89	9.74	10.90	13.29
11	7.87	8.85	9.15	10.06	11.26	13.77
12	8.06	9.11	9.43	10.39	11.62	14.24
13	8.25	9.36	9.69	10.71	11.97	14.72
14	8.44	9.63	9.95	11.03	12.33	15.19
15	8.63	9.91	10.21	11.36	12.69	15.67
16	8.83	10.17	10.46	11.70	13.04	16.15
17	9.02	10.42	10.73	11.99	13.40	16.62
18	9.22	10.68	10.99	12.32	13.77	17.10
19	9.38	10.95	11.26	12.64	14.11	17.57
20	9.58	11.21	11.52	12.96	14.48	18.07

- NOTES: 1. Job classification, salary schedule and step will be determined by the immediate supervisor and the appropriate administrator(s).
2. After initial placement, steps will be considered as years of experience at Mid Michigan Community College.

1994-1995 SALARY SCHEDULE

STEP	HOURLY #1	HOURLY #2	HOURLY #3	HOURLY #4	HOURLY #5	HOURLY #6
0	\$ 5.94	\$ 6.14	\$ 6.46	\$ 6.72	\$ 7.54	\$ 8.77
1	6.14	6.41	6.73	7.05	7.91	9.27
2	6.34	6.68	7.00	7.38	8.28	9.76
3	6.54	6.95	7.28	7.71	8.65	10.25
4	6.73	7.21	7.54	8.05	9.03	10.74
5	6.93	7.50	7.81	8.38	9.38	11.22
6	7.12	7.77	8.08	8.70	9.76	11.72
7	7.32	8.04	8.36	9.05	10.11	12.21
8	7.52	8.31	8.63	9.37	10.49	12.70
9	7.71	8.58	8.89	9.72	10.85	13.19
10	7.91	8.85	9.16	10.04	11.22	13.69
11	8.11	9.11	9.42	10.36	11.60	14.18
12	8.31	9.38	9.72	10.70	11.97	14.67
13	8.50	9.64	9.98	11.03	12.33	15.16
14	8.69	9.92	10.25	11.36	12.70	15.65
15	8.89	10.21	10.51	11.70	13.07	16.14
16	9.09	10.47	10.78	12.05	13.43	16.63
17	9.29	10.74	11.05	12.35	13.80	17.12
18	9.50	11.00	11.32	12.69	14.18	17.61
19	9.66	11.28	11.60	13.02	14.53	18.10
20	9.87	11.54	11.86	13.35	14.92	18.61

- NOTES: 1. Job classification, salary schedule and step will be determined by the immediate supervisor and the appropriate administrator(s).
2. After initial placement, steps will be considered as years of experience at Mid Michigan Community College.

1995-1996 SALARY SCHEDULE

STEP	HOURLY #1	HOURLY #2	HOURLY #3	HOURLY #4	HOURLY #5	HOURLY #6
0	\$ 6.12	\$ 6.33	\$ 6.65	\$ 6.92	\$ 7.77	\$ 9.04
1	6.33	6.60	6.93	7.27	8.15	9.55
2	6.53	6.88	7.21	7.61	8.52	10.05
3	6.73	7.16	7.50	7.94	8.91	10.56
4	6.93	7.43	7.77	8.29	9.30	11.06
5	7.14	7.73	8.04	8.63	9.66	11.56
6	7.33	8.00	8.33	8.96	10.05	12.07
7	7.54	8.28	8.61	9.32	10.41	12.58
8	7.75	8.56	8.88	9.65	10.81	13.08
9	7.94	8.84	9.16	10.01	11.18	13.58
10	8.15	9.11	9.43	10.34	11.56	14.10
11	8.35	9.39	9.70	10.68	11.94	14.61
12	8.56	9.66	10.01	11.03	12.33	15.11
13	8.75	9.93	10.28	11.36	12.70	15.62
14	8.95	10.22	10.56	11.70	13.08	16.12
15	9.16	10.51	10.83	12.05	13.46	16.62
16	9.36	10.79	11.10	12.41	13.83	17.13
17	9.57	11.06	11.39	12.72	14.22	17.64
18	9.78	11.33	11.66	13.07	14.61	18.14
19	9.95	11.62	11.94	13.41	14.97	18.64
20	10.16	11.89	12.22	13.75	15.36	19.17

-
- NOTES: 1. Job classification, salary schedule and step will be determined by the immediate supervisor and the appropriate administrator(s).
2. After initial placement, steps will be considered as years of experience at Mid Michigan Community College.

ARTICLE 24
Safety and Health

A. SAFETY:

1. Bargaining unit members shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If a bargaining unit member reasonably believes that an unsafe or hazardous work conditions exist in his/her work area, or that he/she is being required to perform tasks or operate a vehicle or other machinery which endanger his/her health, safety or well-being, that bargaining unit member may immediately refuse to continue to be exposed to said unsafe or hazardous condition and shall immediately request that the safety committee investigate the condition and if said committee concurs with the bargaining unit member then MMCC shall: (a) Immediately provide to the bargaining unit member an alternative work site free of unsafe or hazardous conditions or if no such work site is available, then MMCC shall: (b) immediately permit that bargaining unit member to cease working and then MMCC shall pay to that bargaining unit member his/her regular compensation until MMCC is able to provide a safe and hazardous-free work site. A bargaining unit member's reasonable belief that any of the prohibited work conditions enumerated herein exist, that bargaining unit member's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said bargaining unit member to discipline.
2. Smoking is prohibited except in designated areas.
3. Infectious Diseases:
 - a. Infectious diseases shall be as defined by the Michigan Department of Health Section 2843b of Act No. 368 of Public Acts of 1978 as amended in 1986 by Emergency Rule [333.28436]. Students/clients with acute infectious communicable diseases will be excluded from MMCC pursuant to rules promulgated by the Department of Public Health. In the event that Board of Trustees revises the Board policies dealing with communicable diseases, MMCC will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.
 - b. In the event that a student/client with a known ongoing or chronic infectious disease is allowed to attend MMCC, all bargaining unit members potentially having contact with the student/client shall be notified in advance. MMCC shall provide in-service instruction in disease

transmission and education to prevent further spread of disease to members coming into contact with student/clients having such infectious diseases.

- c. If certain and unequivocal proof exists that a bargaining unit member contracted an infectious disease through casual contact with a student/client, and if in the opinion of two physicians selected by bargaining unit member and paid by MMCC, said casual contact is the likely cause of the bargaining unit member's infectious disease, it shall be deemed to have resulted from the bargaining unit member's employment and any resulting absences shall not be charged against the bargaining unit member's sick days. MMCC shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits, and benefits received under the Worker's Compensation Act for the duration of such absence or such bargaining unit member shall receive long term disability benefits.
- d. A bargaining unit member contracting an infectious disease shall have no fewer rights to continue employment with the employer than the rights afforded to a student/client with an infectious disease to attend MMCC.

4. Alcohol and Drug Abuse

- a. During the term of this Agreement, the Employer will not engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. In particular, the Employer agrees not to perform or require random testing, periodic testing or testing as part of any physical or psychological examinations otherwise required. The failure or refusal of a bargaining unit member to submit to such testing will not be grounds for discipline.
- b. The Association and the MMCC jointly recognize that alcohol and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- c. When an administrator observes a bargaining unit member experiencing performance difficulties and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an

interview is scheduled. One of the possible outcomes of such a meeting will be the bargaining unit members' referral to the College's Employee Assistance program.

- d. A bargaining unit member, while successfully participating in an alcohol or drug abuse program as verified by progress reports provided by the Employee Assistance program shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse. The Employers' determination that a bargaining unit member is not successfully participating in the program shall be subject to the grievance procedure found elsewhere in this Agreement.
- e. No adverse effects to the bargaining unit member's status shall result based upon diagnosis itself or request for treatment. However, if the bargaining unit member refuses to accept diagnosis and treatment offered by the Employee Assistance program or fails to respond to treatment as documented by the Employees Assistance reports and the result of such refusal or failure is such that job performance or appropriate behavior on this job is affected, that bargaining unit member will be subject to discipline up to and including discharge.
- f. The parties' concern is limited to alcohol and drug abuse problems which cause poor attendance and/or unsatisfactory performance on the job.
- g. MMCC agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
- h. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective bargaining unit member.

ARTICLE 25
DURATION

This Agreement shall be effective July 1, 1993 and shall terminate midnight, June 30, 1996.

It is expressly understood that the salary shall be retroactive to July 1, 1993.

FOR THE ASSOCIATION:

FOR THE BOARD:

Its President

Its Chairperson

Its Secretary

Its Secretary

=====
Negotiation Team Members:

=====
Negotiation Team Members:
=====

Rochelle Carter

Darlene Greer

Ginger Gulick

Rosemary Carson

Bonnie White

John Skinner

Sylvia Conway

LETTER OF AGREEMENT

The undersigned parties agree to establish a joint committee to review the two existing support personnel evaluation forms.

1. The committee shall be composed of one member of the ESP from maintenance, food service, ESP President, supervisors of maintenance and food service, and the Director of Human Resources.
2. The committee shall make its recommendations within ninety (90) calendar days of ratification of the Master Agreement. The recommendations of the committee shall be implemented within thirty (30) calendar days of the final decision and recommendation of the committee.
3. The committee shall address the following issues:
 - a. The descriptive statements for each performance behavior of both evaluation forms.
 - b. Consistent five item descriptive statements.

FOR THE SPA:

FOR THE COLLEGE:

(Signature)

(Signature)

Title

Title

Date: _____

Date: _____

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1. The committee shall be composed of one member of the ESP from maintenance, food service, ESP President, supervisors of maintenance and food service, and the Director of Human Resources.
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3. The committee shall address the following issues:
 - a. The descriptive statements for each performance behavior of both evaluation forms.
 - b. Consistent five item descriptive statements.

FOR THE SPA:

Armando A. A. A.
(Signature)

V. V. V.
Title

Date: *8/11/93*

FOR THE COLLEGE:

[Signature]
(Signature)

Vice President
Title

Date: September 8, 1993

Rochelle Carter 5-17-93

Barbara Green

TA'd: 5-17-93

LETTER OF UNDERSTANDING

The undersigned parties agree that in the event the Board of Trustees closes the College between Christmas Day and New Year's Day, employees shall receive their regular pay for all days that they would normally have been scheduled to work.

Employees hired into food service, child care or lab tech positions after January 1, 1990 shall not be eligible for the pay referenced in this letter of understanding.

Sylvia Conway

Betty M. Marshall

Shelley Carter

Jay M. C. P.

Date May 30, 1991

Date 6-4-91

TA'd Darlene ~~Wood~~ / 6-9-92
TA'd Rochelle Carter / 6-9-

LETTER OF AGREEMENT

The undersigned parties agree to a work schedule adjustment for Kim Wood, Accounting Computer Specialist.

Ms. Wood will work four 10 hour days per week, 6:30 a.m. to 5:00 p.m. or 7:00 a.m. to 5:30 p.m. This will be for a one month trial period during August 1992. If this schedule is agreeable to Kim Wood, her supervisor and the ESP Association after the trial period, it will become the regular schedule for Ms. Wood.

Rochelle M. Carter
For the ESP

Donald C. Veich
For the College

President, ESP
Title

Vice President
Title

July 23, 1992
Date

July 23, 1992
Date

LETTER OF AGREEMENT

The undersigned parties agree that as of the first pay period in July, 1993, Norman Day will receive the 2% lump sum cash merit bonus or a tax deferred annuity based on his 1992-93 base salary.

FOR THE SPA:

August Finkel
(Signature)
Title: *President*
Date: *8/10/93*

FOR THE COLLEGE:

[Signature]
(Signature)
Title: Vice President
Date: September 8, 1993

LETTER OF AGREEMENT

The undersigned parties agree that as of the first pay period in July, 1993, Norman Day will receive the 2% lump sum cash merit bonus or a tax deferred annuity based on his 1992-93 base salary.

FOR THE SPA:

FOR THE COLLEGE:

(Signature)

(Signature)

Title: _____

Title: _____

Date: _____

Date: _____





