

MASTER AGREEMENT

BETWEEN

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

AND

**BOARD OF TRUSTEES
MID MICHIGAN COMMUNITY COLLEGE**

SEPTEMBER 6, 2017 – JUNE 30, 2021

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AGREEMENT

This Agreement is entered into by and between the Mid Michigan Community College Board of Education 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 employee or group of employee 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) business 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 or prohibited.

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 full and part-time employees working thirty (30) hours or more per week including by way of illustration only, but not limited to: all specialists, technicians, secretaries, executive secretaries, clerks, bookkeeper/payroll clerk, receptionists, switchboard operators, custodians, cooks, hospitality assistants, maintenance personnel, assistants, and all other regular full and part-time ESPA support personnel employed or to be employed.

Bargaining unit membership is identified as an average of a least thirty (30) hours per week during an academic calendar year (fall and winter) or an average of at least thirty (30) hours per week during a fiscal calendar year (52 weeks).

The college will provide the Association with all hourly staff appointment forms for non-work study personnel.

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" or "Employee" 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 Executive Assistant to President and Board
 2. The Administrative Assistant to the Vice President(s)
 3. The Administrative Assistant to the Executive Director of Personnel Services
 4. Facilities Manager
 5. The Learning Services Specialists and/or Paraprofessionals
 6. Probationary Employees
 7. Temporary Employees who are hired to fill a full-time or part-time position on a per diem basis of not more than four hundred eighty (480) hours per fiscal year
 8. Substitute Employees: Persons hired to replace bargaining unit members who are absent from their employment due to illness, injury, an approved leave of absence or during a trial period for a bargaining unit member who has taken a new or vacant position.
 9. College work-study students and student guides

10. Current College students who are employed by MMCC. Students must work less than twenty (20) hours per week (forty (40) hours during the summer) and maintain at least half time enrollment during the time they are employed by the College. Students need not be enrolled during summer term.
11. Administrators and Faculty

ARTICLE 3

PROBATIONARY PERIOD

- A. All new employees covered by this Agreement shall be considered probationary employees for the first seven hundred twenty (720) hours worked and shall be considered employees at will. At the end of the first three hundred sixty (360) hours of the probationary period, the supervisor will meet with the employee and provide a written evaluation of their progress and the areas in need of improvement.
- 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. The ESPA secretary will be provided with a copy of the New Hire/Change of Status form for all employees who meet the ESPA membership criteria at the time of hire or transfer. The College shall notify the Association of names of any hires or transfers in writing within ten (10) business days of employee start date. The ESPA secretary is responsible for tracking successful completion of the probationary period of ESPA eligible employee (newly hired and/or transfers) members for purposes of determining whether the employee(s) wishes to join the union and begin payment of union dues.
- D. 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. Employee tuition benefits will be available for the first semester beginning after the employee successfully completes the probationary period.

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. Such rights and responsibilities of the Board shall include but not be limited to the following:
 - 1. Direct employees;
 - 2. To hire, pay, promote, discipline, dismiss, assign and retain employees;
 - 3. Relieve employees from duties because of lack of work or funds;
 - 4. Determine methods by which College operations are to be conducted;
 - 5. All individual courses and programs are subject to Board approval; and
 - 6. Take actions, within the parameters of the Agreement, which may be necessary to carry out the missions of the College in situations of emergency.

ARTICLE 5

BARGAINING UNIT MEMBER RIGHTS

- A. Nothing contained within this Agreement shall be construed to deny or restrict 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. Employees shall be entitled to full rights of citizenship, and non-violent religious or political activities of any employee or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such employee.
- C. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement, and that the provisions of this agreement and the wages, hours, and terms and conditions of employment shall be applied in a manner which is not arbitrary or capricious, regardless of the employee's Association activities, race, religion, color, national origin, age, sex, family and marital status, sexual orientation, height, weight, or disability, or any other employment status protected by law.
- D. The Employer agrees that it will make reasonable efforts to protect the employee's right to privacy regarding personal information such as, but not limited to the employee's social security number and birth date. Unlisted phone numbers shall be blocked from general access users in the administrative software system.

ARTICLE 6

ASSOCIATION RIGHTS

- A. The Employer agrees to furnish to the Association in response to reasonable requests for public information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, 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 of said items are available to the public. The Association and its agents agree to furnish to the employer in response to reasonable requests, non-confidential information relating to the negotiation and grievance process. The Association agrees to reimburse the College pursuant to the fees and costs allowed by the Michigan's Freedom of Information (FOIA) for all requests in excess of 500 pages. The Association shall not make multiple requests to avoid this limit.
- B. The bargaining unit representative shall be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Executive Assistant to the President and Board of Trustees at least seven (7) days prior to the scheduled meeting.
- C. The Association will notify the employer by July 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 Personnel Services office or building administrator, 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) business days in advance of the date of the scheduled event and the names of the employees selected to attend. Permission to attend will normally be approved by the supervisor.
- E. The Association shall have the right to use the Employer facilities for meetings of the local Association so long as usual channels are utilized and the use does not disrupt instruction or prescheduled uses of requested rooms or facilities. 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 office and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of any 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 five (5) working days after said action.
- H. The Employer shall provide a copy of the Agreement to the Association and have the agreement on the College website. Bargaining Unit Members shall be allowed to use the College's equipment to access the contract and print a hard copy for themselves without cost to the Association or the employee.

ARTICLE 7

MEMBERSHIP DUES

- 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. Each employee within thirty (30) days of completion of the probationary period shall have the option to join the Association.

Association Members: Employees who elect to join the Association shall pay dues to the Association in accordance with its lawful policies and procedures.

- C. Non-Payment of Dues: If an employee who elects to join the union does not pay the appropriate amount of dues to the Association, upon written notification by the Association, the Employer shall deduct that amount from the employee's wages and remit same to the Association.
- D. Payroll Deduction: Upon written authorization by an employee the Employer will deduct the appropriate amount of the dues from the employee's wages, as long as this practice remains in effect. The deductions will be made in equal amounts from the paychecks of the employee beginning with the first pay following receipt of the written authorization from the employee 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) business 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) business days in advance of the first affected payroll, for such deductions or the deductions will default to the next payroll period.
- E. 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, provide:
 - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party it is to desires, and
 - 2. 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 level.

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 judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

ARTICLE 8

WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. When any employee 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. The supervisor shall evaluate the situation and shall make every effort to remedy any unsafe 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 employees with respect to the control and discipline of students. No employee shall be required to dispense or administer medication.
- D. Any case of assault upon an employee shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the employee, when possible, to prevent injury.
- E. The Employer shall provide without cost to the employee the following:
1. Uniforms in adequate numbers for custodial/maintenance and food service employees after completion of probation. Employees shall regularly clean and maintain the uniforms. New bargaining unit members and current bargaining unit members who have not been provided a polo with a College logo shall be issued one (1) polo shirt. A new shirt will be issued every four (4) year.
 2. A shoe allowance for maintenance employees' steel-toed safety boots and for appropriate work shoes for food service employees of up to \$75 per fiscal year. Employees must have completed probation and turn in a receipt to be eligible for payment once per fiscal year.
 3. 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. Custodians selected by administration for snow removal duties shall be reimbursed up to \$50 per fiscal year for cold weather gear/boots used for such duties. The benefit may be banked for two (2) consecutive years for a total of \$100 for the second year. If this amount is not used by the end of the second year, it shall be lost. The custodial selected for snow removal for FALL 2017 semester only shall be granted \$100 each for snow removal gear upon signing of this collective bargaining agreement.
 6. 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 at the rate of time and a half the amount of the hourly rate of the employee's regular salary in addition to their regular salary.

- 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 charged to vacation, compensatory or personal time if such time has been earned.
 2. Time is lost; no pay.
 3. A maximum of four (4) hours may be made up, provided it does not result in overtime and has not been taken as paid leave. Make up hours over four (4) or which result in overtime require supervisor approval.
- H. The College will not sub-contract bargaining unit work when it would result in the lay-off or reduction in normally scheduled hours for an employee who is qualified to perform the work.

ARTICLE 9

WORKYEAR, WORKWEEK AND WORKDAY

The College recognizes the following with regard to hours of work, rest and meal periods, and work year:

A. First shift employees will be assigned one of the following 8.5 hour shifts at the time of hire or transfer:

1. 7:00 am – 3:30 pm
2. 7:30 am – 4:00 pm
3. 8:00 am – 4:30 pm
4. 8:30 am – 5:00 pm

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 8:00 pm that evening; providing 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.

Based on the operational needs of the College, food service employees will be assigned a shift that may begin at 7:30 am and end no later than 6:00 pm. The regular work week shall be Monday through Friday, however, Friday hours may be shortened due to the hours of operation of the cafeteria. Food service employees may be assigned to work at special events or parties in addition to their regular hours. Food service employees may be asked to work a schedule variation, if mutually agreed.

IT personnel may also be assigned a flexible work schedule that may include evenings or Saturdays.

- B. Second shift employees will be assigned an 8.5 hour shift that begins between 1:00 and 6:00 pm. Second shift employees shall be paid a thirty-five (\$.35) per hour shift differential.
- C. Third shift employees will be assigned an 8.5 hour shift that begins at 10:30 pm. Third shift employees shall be paid a forty-five cent (\$.45) per hour shift differential.
- D. In the event of an emergency, the supervisor shall ask for volunteers to work. The supervisor may assign an employee(s) to work if no employee(s) volunteers.
- E. Work Schedules: Work schedules are based upon a fourteen (14) day bi-weekly pay period that begins with the first shift on Sunday and ends two weeks later at the close of the third shift on Saturday.
- F. Rest Periods: One paid fifteen-minute rest break shall be provided during each four-hour period of work. Rest periods are employer paid and extended to employees as a non-required benefit. They are intended to allow for a short relief break. Depending upon the pace and flow of work during a shift, rest periods may not be scheduled or possible.
- G. Meal Periods: 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.

Combining rest and meal periods is prohibited. Working through a meal period must be pre-approved by the employee's manager, as it may result in the payment of overtime.

- H. **Overtime Pay:** Employee(s) 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 in excess of forty (40) hours in any one work week. Overtime must first be offered to the employee who performs the work on a regular basis.
1. For purposes of this paragraph, a holiday or an inclement weather day shall be considered as a day of work for purposes of calculating overtime pay. If an employee is called in from vacation, this will be considered a worked day.
 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.
 3. Hours worked on Sundays will be paid at time and a half of the amount of the employee's hourly rate.
 4. Compensatory time in lieu of payment shall be on the basis of overtime provisions as stated in this Article.
 - a. The employer cannot require the employee to take compensatory time in lieu of overtime pay.
 - b. The employer may allow the employee to take compensatory time in lieu of overtime pay as set forth herein.
 - c. If compensatory time is not allowed by the employer, all overtime will be paid at the appropriate rates (see Article 9.H.1. and H.2.) and may be accumulated up to but not exceeding 240 hours or paid within the pay period in which it was earned.
 5. 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 his/her regular rate of pay.
 6. 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.
 7. ESPA member attendance to required meetings pertaining to College matters shall be considered work time and the employee shall be compensated at their regular rate, time and one half, or double time, whichever is appropriate in the above section. Work time includes attendance at meetings (excluding union duties) required by the College.
- I. **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 the rate of time and one-half or double time whichever is the appropriate pay as established in the above section.
- J. **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 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.

K. **Gratuity Pay:** Food service employees within this bargaining unit who are assigned to work at special events or parties beyond their regularly scheduled hours shall receive an additional gratuity of twenty five percent (25%) of their wages earned during that special event or party. This gratuity will be paid with the regular payroll and will be taxable income.

L. **Paid Holidays:** The following are recognized holidays with pay by the College:

Easter Sunday (for those employees scheduled to work)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

The Day after Thanksgiving

Christmas Eve 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.

M. **Vacation Time:** No employee shall be eligible to use vacation time prior to the completion of the probationary period.

1. A vacation day shall be defined as the number of hours an employee normally works.
2. The 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 an 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.

ARTICLE 10

JOB DESCRIPTION, CLASSIFICATION AND RECLASSIFICATION

- A. The development of any new job descriptions and changes in any existing job descriptions shall include input from the Association. The Association shall have a minimum of seventy-two (72) hours to provide such input. The Association shall be provided copies of all new job descriptions and all revised job descriptions prior to implementation. The descriptions shall be posted on the College's website. All employees shall be allowed to use the College's computers to check on said postings. The descriptions will include at a minimum:
1. Job Title and Description.
 2. Minimum requirements.
 3. A statement of required tasks and responsibilities.
- B. Classification: Employees' classifications can be determined by referencing the Salary and Job Title Schedule found in Article 23. Classifications match the hourly schedules.
- C. 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 or the supervisor may request reclassification, in writing to the Personnel Services Department with the rationale for the request. 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 Services office will meet with the employee and his/her supervisor to evaluate the job content within ten (10) business days. The employee will complete the job analysis questionnaire prior to the meeting. 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 a request for an upgrade is not granted, the employee and supervisor 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 meeting in which the job analysis questionnaire was reviewed, unless said meeting was not held within ten (10) business days of the request for the review, in which case the pay rate shall be retroactive to the date of the initial request for the review.

ARTICLE 11
EVALUATIONS

- A. Employee evaluations shall be by personal observation of employee work. When evaluating specific job tasks the job description shall be used as the criteria. Work outside of the employee's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation by the employee's immediate supervisor. An employee may request an observation and evaluation by another MMCC administrator.
- B. If the evaluator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, with identification of the specific ways in which the employee is to improve and of the assistance 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. The parties mutually recognize the College's right to introduce new technology and techniques into the workplace. The College shall provide training, if necessary, to employees so that they may use the new technology and techniques. Employees shall not be solely evaluated on the use of the new technology and techniques prior to receiving training.
- D. Following each evaluation, which shall include a conference with the evaluator, the employee 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 employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments within thirty (30) working days which shall be attached to the written evaluation. All written evaluations are to be placed in the employee's personnel file.
- E. An evaluation of the employee's work shall be completed at least once per fiscal year pursuant to the procedures of this provision. Evaluations are for the review of the employee's performance and setting performance goals for the next review period.

ARTICLE 12

PERSONNEL FILE

- A. An employee will have the right to review the contents of all records of the Employer originating after initial employment pertaining to said employee 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 and shall be requested at least twenty four (24) hours or one work day, whichever is greater, prior, and reviewed in the presence of a Personnel Services representative.
- B. Other reviews of an employee'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 an employee's personnel file or record unless he/she has been given a copy of said materials. The employee may submit a written notation regarding such material within thirty (30) calendar days of receipt of said materials. If the material placed in the file is found to be in error, the material will be corrected or removed from the file, whichever is appropriate. If recommendations, written or oral are requested from Personnel Services, such recommendations shall be based on the contents of the employee's personnel file.
- D. If an employee 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 removed from the employee's personnel file three (3) years after the date on the document. All documents relating to a suspension and any references to a suspension shall be removed from the employee's personnel file four (4) years after the date on the document. This provision does not include reprimands, warnings, or other disciplinary actions concerning severe or repeated instances of criminal acts or harmful, violent behavior (e.g., ongoing or extreme instances of bullying, unlawful harassment, unlawful discrimination or physical/mental abuse) towards colleagues. Reprimands, warnings, or other disciplinary actions concerning these natures will immediately be identified as such and remain in the personnel file indefinitely.

If an employee disagrees with the designation of a reprimand, warning or other disciplinary action as "severe or repeated instances of criminal acts or harmful violent behavior" they may utilize the Grievance Procedure to challenge such designation.

An appeal to remove items of this nature may be submitted every four (4) years from the date of issuance, and will be presided on by an Appeal Board consisting of the Executive Director of Personnel Services, Director of Facilities, and the President of the ESPA unit (or interim appointee of said positions).

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, warnings, suspensions with or without pay, disciplinary demotion, compensation, or occupational advantage, and discharges. Any such discipline shall be subject to the grievance procedure 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.

Discipline shall be generally progressive. The following is an illustration of progressive discipline:

1. Written warning, then
2. Written reprimand, then
3. Suspension with or without pay (one to ten days)
4. Discharge.

No suspension shall adversely affect any other rights or benefits under this agreement. The severity of an offense may result in skipping steps of progressive discipline.

- 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. If the College deems necessary to interview a bargaining unit member, the bargaining unit member will be notified that he/she is entitled to request an Association Representative be present for the meetings. If such a request is made, it will be granted and the general substantive nature of the meeting will be disclosed to the bargaining unit member. The bargaining unit member will be allowed up to twenty-four (24) hours to secure a representative and set a date with Administration. Exceptions to the 24 hour rule will include dates when the 24 hours would encompass weekends and non-business days. An exception could also be made by mutual agreement with the College.
- C. The bargaining unit member 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 acknowledgement that such action exists. In imposing any sanction on a current charge, the College will not take into account any written warnings or written reprimands consistent with Article 12, F.
- D. Suspension may occur while discipline is pending. If no discipline results, pay will not be interrupted during suspension.
- E. No unsubstantiated complaints shall be placed in the bargaining unit member's personnel file. 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 within thirty (30) calendar days. The length of the notation or reply shall not exceed the limits identified in state law. 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 AND TRANSFERS

- 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 and that the administration intends to staff. When a vacancy occurs, the Personnel Services Department shall notify all hourly employees via email of the position opening, to include the position title, classification, job description and application deadline. When a position is vacated due to an employee transfer, retirement, resignation or termination, Personnel Services shall notify the ESPA President in writing of the status of the position within sixty (60) calendar days of the vacancy occurring.
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. Grand Funding status.
 - k. Personnel Services shall provide notice on the posting of a position that the individual could be transferred to either Harrison or Mt. Pleasant campus.
- C. **Application for Vacancies:** An employee in the bargaining unit may apply for the posted position by completing the application requirements by the posting deadline. Bargaining unit members will be considered first for a 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 notified within ten (10) working days, in writing, of 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 bargaining unit members 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 bargaining unit members apply for the position is qualified, the College will not seed applications from outside the College.

E. **Selection Basis:** In the event two (2) or more 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 Services office of the awarding of the position within five (5) business days.

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 seven hundred twenty (720) work 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. After eighty (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 the trial period, 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 positions 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 just cause, including the operating efficiency of the College. 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/her current rate.

ARTICLE 15

SENIORITY LIST, REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. **Seniority:** The College and Association 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 (3) calendar days after posting of the original Master List and the yearly updates, thereafter the list shall be final and conclusive until the next update.
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. Time spent in work study, temporary and substitute positions shall not be counted toward seniority nor shall time outside the bargaining unit be counted toward seniority. Any previous time actually spent in this bargaining unit shall accrue toward seniority. (For example, assume that an individual was a member of the bargaining unit in 1996-97 and 1997-98, was not in the unit for 1998-99, 1999-00, 2000-01 and 2001-02 and was rehired into the bargaining unit in the fall of 2002-03. The individual would start the 2002-03 year with two years of credit toward seniority. At the end of the 2004-05 year, the individual would have a total of five years seniority. The years outside the bargaining unit will neither count nor accrue toward seniority.)
 2. Seniority shall accrue while an employee is on layoff or a leave of absence. An employee returning from lay-off status will return to the salary step he/she would have achieved had they not been laid off.
 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. In the circumstances of more than one individual having the same effective date of employment, the placement on the seniority list of all individuals so affected will be determined by the earliest employee identification number.
- B. **Layoff:** Layoff shall be defined as a reduction in the work force beyond normal attrition.
- C. No employee shall be laid off pursuant to the reduction in the work force unless said employee 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 senioried bargaining unit employees within the job title classification. In no case shall an additional student employee(s) nor a new employee be employed by the College while there are laid off employees who are qualified for a vacant or newly created position within the bargaining unit. Employees who have been bumped shall be provided fifteen (15) calendar days' notice of layoff.
- D.
1. The Employer shall identify the persons to be laid off and the specific positions(s) to be eliminated. The Association president and the bargaining unit member(s) in those positions shall be so notified.

Employees 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 that remain open after the internal posting and for which he/she meet required qualifications of the position as identified in the job description.
- b. Replace any less-senior employee provided he/she meets all required 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 he/she is able to do so within a break-in period of 720 work 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 as soon as the employee meets the required qualifications provided it is within six (6) months.
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.
6. Employees in grant funded positions shall not have the right to displace another employee under D.I.b. if the position is eliminated due to the loss of the grant.

E. The employer will pay for health and dental coverage for the first thirty (30) days. Laid off employees 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 thirty (30) days of such layoff. Employees may have the same rights for life insurance if available. Employees on layoff shall be entitled to purchase medical and dental insurance benefits at the group rate for a period no longer than those set forth by 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 as set forth in Article 14, 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 thirty (30) 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 current 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 current 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; employee who have been in reduction or layoff status not to exceed twenty-four (24) months, shall be recalled to the increased work time or to job openings for which they possess the general qualifications listed in the current job description for the position.
2. Recall shall be accomplished in order of seniority; with the most senior being recalled first provided the employee meets the required qualifications in the job description for the recalled position. 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 employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.
2. A recalled employee shall be given five (5) work days from receipt of notice to report availability to work. The Employer may fill the position on a temporary basis until the recalled employee is available for work providing the employee reports within ten (10) work days from receipt of notice.

I. Loss of Seniority – An employee shall lose seniority only for the following reasons;

1. Termination of employment with the College.
2. Failure to return to work in accordance with terms of an approved, unpaid leave of absence.
3. Failure to be recalled within twenty-four (24) months.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance. However, any established practice, rule, order, policy, or regulation affecting employees' working conditions may be processed through Formal Level 3. The Grievance form is provided in Appendix A and is available on the Personnel Services webpage.
- B. **INFORMAL LEVEL 1:** In the event that an employee or the Association believes a grievable incident has occurred, the employee or the Association shall request a meeting with the immediate supervisor involved within twenty (20) business days of the occurrence of such grievable incident or when the grievant should have had knowledge of the incident. The supervisor shall hold such meeting with the grievant and/or association representation within ten (10) business days of the request. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within ten (10) business days of the request, the claim or complaint shall be formalized in writing as provided hereunder.
- C. **FORMAL LEVEL 1:** The written grievance must be filed within ten (10) business days after the date of the informal discussion with the supervisor or ten (10) business days after the supervisor's failure to schedule a meeting. The grievance shall be specific as to the facts, relief sought and articles allegedly violated.

A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) business 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) business 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 ten (10) business days from the receipt of the supervisor's written response (formal level 1) or date on which the supervisor's response was due. Within ten (10) business days after the grievance has been so submitted, the administrator receiving the grievance and the immediate supervisor shall meet with the Association on the grievance. This administrator, within ten (10) business days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s). The grievance shall not be amended without the employer's agreement after Level 2.
- E. **FORMAL LEVEL 3:** If the Association is not satisfied with the disposition at Level 2, or if no disposition is made within ten (10) business days, the matter shall be submitted to special conference, pursuant to Article 17.
- F. **FORMAL LEVEL 4:** If the Association is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within ten (10) business days after the special conference in Level 3, the grievance may be submitted to arbitration. The Association may submit the grievance to arbitration before an impartial arbitrator and shall notify the Personnel Services Office of its intent to seek arbitration within fifteen (15) business days from conclusion of the special conference at Level 3. If the parties cannot agree

as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration preceding any ground not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgement 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.

G. MISCELLANEOUS CONDITIONS:

1. The term "days" when used in this Article shall mean business 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) business days of the occurrence of such grievable incident or when the Association should have had knowledge of the occurrence. If any bargaining unit member shall be found to have been disciplined without due process/just cause, full back pay shall be granted and his/her record cleared of any reference to this action.
4. The arbitrator shall have no power to alter, add to, nor subtract from the terms of this agreement.
5. The parties agree to exchange in writing seven (7) business days prior to the hearing scheduled in Level 4 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.
6. The Association, not the grievant, shall make the decision as to the entry into arbitration of a grievance.

H. 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.

I. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the calling party.

J. The arbitrator shall have no power to:

1. 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.
2. Review the decision to layoff personnel, but may review the procedure use to layoff.
3. Rule upon the evaluation of employees.
4. Award back pay more than ten (10) business days prior to the filing of the grievance.

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 Executive Director of Personnel Services or designated representative upon requires 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 Executive Director of Personnel Services 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 conferences 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, but may be part of the grievance procedure pursuant to Article 16.
- 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. When used as part of the grievance procedure, sufficient time shall be no more than ten (10) working days, unless extended by mutual agreement.

ARTICLE 18

SAFETY AND HEALTH

A. Safety:

1. Employees shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If an employee reasonably believes that an unsafe or hazardous work condition exists in his/her work area, or that he/she is being required to perform tasks or operate a vehicle or other machinery which endangers his/her health or safety the employee may stop performing the task without a loss in compensation, and must bring the issue to the attention of his/her immediate supervisor, Personnel Services, or College Council Member. A employee's reasonable belief that any of the prohibited work conditions enumerated herein exist, that employee's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said employee to discipline.
2. Smoking is prohibited as outlined by Board policy.

B. Infectious Disease:

MMCC will follow the guidelines provided by the Michigan Department of Public Health for the preventing, reporting, or seeking treatment for exposure to infectious or communicable diseases. All staff members are expected to follow universal safety precautions to prevent the contact with or spread of infectious or communicable diseases.

An employee 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.

C. Alcoholism and Drug Abuse:

1. The College may engage in the testing of employees if it is suspected that he/she is working while under the influence of drugs or alcohol. The Employer agrees not to require random or suspicion less testing, except as may be required by the state or federal government for employees in safety sensitive positions. If the Employer has reasonable suspicion to warrant testing, the refusal by the employee to be tested may result in discharge.
2. The Association and MMCC jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this agreement.
3. When an administrator observes an employee experiencing performance difficulty 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 employee at a specially scheduled interview. The employee 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.
4. An employee, while successfully participating in an alcohol or drug abuse program as verified by progress reports provided to the College by the provider of the services shall not be subject to discharge or discipline for alleged-alcohol and/or drug abuse. The Employer's determination that an

employee is not successfully participating in the program shall be subject to the grievance-arbitration procedure found elsewhere in this Agreement.

5. No adverse effects to the employee's status shall result based upon diagnosis itself or request for treatment. However, if the employee refuses to accept treatment, or fails to respond to treatment as documented by the provider's progress reports the employee will be subject to discipline, up to and including, discharge. All matters pertaining to this circumstance will be treated in a confidential manner.
6. Alcohol and drug abuse problems which cause poor attendance and/or unsatisfactory performance on the job, or misconduct may result in discipline or discharge.
7. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective employee.

ARTICLE 19
LEAVE OF ABSENCE

The College recognizes that employees may need extended time away from work for a variety of reasons. This article defines the nature and conditions of a leave of absence, the responsibilities of employees and the obligations of the College.

To be eligible for a leave of absence (except military leave), employees must be full-time and have completed at least twelve (12) months of employment with MMCC. Benefit time must be used (if it is available) before Long-Term Disability Insurance or time off without pay becomes available. The reasons and durations for which leaves may be approved include:

Medical Leaves: A Medical Leave is available for employees as provided in the Family Medical Leave Act (FMLA). Employees who have been employed by the College for at least twelve (12) months, and have worked a minimum of 1250 hours during the preceding twelve (12) month period are eligible for a Family and Medical Leave.

Employees may apply for a leave under the Family Medical Leave Act (FMLA) and be entitled to a leave of up to a total of twelve (12) workweeks during any twelve (12) month period of time. The twelve (12) month period is calculated from the date an employee first uses the Family and Medical Leave.

Employees may apply for the FMLA for the following reasons:

1. Birth of a child and to care for that child
2. Placement of a child with the employee for adoption or foster care
3. To care for the spouse, child, or parent of the employee if that person has a serious health condition
4. Serious health condition that makes the employee unable to perform the functions of his/her position
5. Military care giving and military exigencies as defined by FMLA
6. Any other qualifying basis as defined by the FMLA

To apply for a FMLA leave, the employee will be required to meet with their supervisor to discuss their need for a leave, if the leave is foreseeable. The employee must then schedule an appointment with a member of Personnel Services to complete the Leave of Absence request and begin the medical certification process. Intermittent leave or a reduced schedule may be requested by the employee if the need for the leave is to care for a covered family member because of a serious health condition or because the employee has a serious health condition that prevents him/her from performing the functions of his/her position. The College reserves the right to obtain subsequent re-certifications on a reasonable basis. The College may also require an employee requesting an intermittent leave or reduced schedule to transfer temporarily to an alternative position.

An employee who takes an authorized leave will be returned to a position that is equivalent to the position (same pay, benefits, essential job functions) the employee held when the leave commenced providing the employee returns within the twelve (12) week leave period.

Military Leave: A military leave of absence shall be granted to any employee who is inducted or enlists for military duty in any branch of the armed forces of the United States, National Guard or Reserves, consistent with State and Federal Law.

Military leave covers any unpaid period of up to the length of training, enlistment or conscription. MMCC will comply with the requirements of federal law for the granting of certain benefits during a military leave of absence. In addition, an employee on military leave may have return-to-work rights that extended beyond the normal leave requirements. Employees who service in the military reserve will be allowed to access their vacation and personal leave time or take time without pay when serving in the reserves on duty.

Employees who are placed on a military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended, upon their request, for a period of one (1) year. Application for such leave will be filed within thirty (30) days from the employee's official discharge date and proof of registration in an approved degree program is required.

Bereavement Leave: Bereavement leave is available, as needed, upon hire. The employee, upon approval of his/her immediate supervisor, may be granted a maximum of five (5) days paid leave due to the death of an immediate family member. For purposes of bereavement leave, immediate family members shall mean a spouse, cohabiter, mother, father, brother, sister, a child of the employee or spouse, grandchild, father-mother-brother-sister-son-or daughter-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 a close personal friend or loved one.

Funeral or bereavement leave is not a accrued benefit, and time is not earned or accumulated. Bereavement leave is intended to provide employees with an opportunity to make funeral arrangements and have time away from work when an employee experiences the loss of a family member or loved one.

ARTICLE 20

EMPLOYEE BENEFITS

Employees are eligible for benefits as of the date of hire or transfer to an eligible employment status. It is the responsibility of each employee to complete the proper insurance forms provided by the Personnel Services (PS) Department in the time frame(s) required. The summary plan description for each insurance program are provided at the time of hire or transfer into an eligible employment status, and are also available for review on the PS webpage. All changes in eligibility, including new dependents, change of marital status, death, divorce, etc., must be submitted by the employee to the PS department within thirty (30) calendar days of the change. If an employee fails to provide the change documentation to PS within the thirty (30) calendar days of the change status date, the employee must then await until the next open enrollment period to request the change.

Vacation, sick, personal, holiday accruals, Jury Duty Pay, Bereavement Pay, and the Medical Opt-out are pro-rated on hours worked.

A. Group Health Insurance

1. The Board shall provide health insurance. The insurance shall be substantially similar to the insurance provided for the administrative staff for each ESPA member and his/her eligible dependents. In lieu of such coverage, an ESPA member may elect to receive either \$3500 or an annual cash in lieu payment consistent with that provided to other similarly situated employees. Documentation of other health coverage must be provided to Personnel Services to receive the opt-out payment. The Opt-Out program will be provided for employees who are not enrolled on the College's health insurance plan.
2. The employer shall utilize the maximum State Hard Cap limits pursuant to PA 15 of 2011 and shall annually adjust the amount as allowed by the State of Michigan.
3. The Board shall provide dental coverage. The coverage shall be substantially similar to that provided to the administrative staff for each member of the ESPA group and his/her eligible dependents.
4. The Board shall provide vision coverage. The coverage shall be substantially similar to that provided to the administrative staff for each member of the ESPA group.
5. The Board reserves the right to change carriers after bidding specifications that would be substantially similar to existing benefits. The College and ESPA are committed to work to find ways to lower health insurance costs.

B. Health Savings Account (HSA)

1. An HSA plan is provided to ESPA members who elect the College health coverage to assist in funding the group health insurance deductibles.
2. The College shall fund ESPA members HSA at the same level approved for Administrative employees or \$1300/single and \$2600/2-person or family, whichever is greater. ESPA members who join the College throughout the calendar year, will be funded a pro-rated amount.
3. During open enrollment each fall, employees may elect to contribute additional funds to their HSA account on a pre-tax basis for the upcoming calendar year.

4. Any unused funds in a members HSA account will roll over into the following calendar year.
5. Eligibility requirements for an HSA include: not covered under a traditional health insurance plan; must be only on a High Deductible Health Plan (HDHP), you are not enrolled in Medicare, or you are not a dependent on someone else's tax return.

C. Health Reimbursement Account (HRA)

1. ESPA members who do not meet the eligibility requirements for the HSA will be provided an HRA account.
2. The College shall fund ESPA members HRA at the same level approved for Administrative employees or \$1300/single and \$2600/2-person or family, whichever is greater. ESPA members who join the College throughout the calendar year, will be funded a pro-rated amount.
3. HRA funds must be used within the current calendar year. Funds do not roll over into the following year.

D. Flexible Spending Account (FSA)

1. The College will make available a qualified Section 125 Flexible Spending Account Plan in accordance with federal law to all full-time ESPA members.
2. ESPA members that elect the College's High Deductible Health Plan (HDHP) with the HSA or HRA, will have access to a Limited Flex Account Plan, in which the funds can only be used for dental, vision, or dependent care expenses.
3. ESPA members who opt-out of the College's HDHP, will have access to the full Flexible Spending Account plan in which funds can be used for medical, dental, vision, or dependent care expenses.
4. The Flexible Spending Account Plan is not intended to serve as a vehicle to be used by insurance companies and/or other vendors in the general public to gain access to the MMCC ESPA membership for purposes of promotion and sale of their products.

E. Long Term Disability (LTD)

1. The Board shall provide, without cost to the ESPA member, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan to provide 66/23% of each individual's salary shall be guaranteed up to a maximum of \$2,000 per month commencing with the 61st consecutive day of disability and extending to age 65 if disability occurs prior to age 60, or for five (5) years if disability occurs between ages 60 - 64. Coverage will terminate upon separation from the college.
2. The Board paid Group LTD policy is available only to full-time ESPA members effective on their start date.

F. Life Insurance

1. The Board shall provide, without cost to the ESPA member, \$40,000 Group Life /AD&D insurance for each full-time ESPA member. Coverage will terminate upon separation from the college.
2. The Board paid Group Life policy is available only to full-time employees effective on their start date.

3. The individual full-time ESPA member may elect, at his/her expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employees designated beneficiary. Additional purchased Group Life coverage will terminate upon separation from the college.
4. Dependent life insurance will be available, at the expense of the employee. Purchased dependent coverage will terminate upon separation from the college.

G. Vacation Time

1. ESPA members accrue the following vacation time:
 - 1 day per month: years 1- 6
 - 1.25 days per month: years 7 – 11
 - 1.5 days per month: years 12 +
2. Vacation time is accrued upon working start date and is available for use upon successful completion of probationary period.
3. ESPA members may accumulate a maximum of 25 days in their vacation bank.

H. Sick Time

1. ESPA members accrue a maximum of eight (8) hours of sick time each month.
2. ESPA members may accumulate a maximum of 230 days in their sick bank.
3. Sick time is accrued upon working start date and is available for use upon successful completion of probationary period.
4. ESPA members are eligible for buy-out of unused sick days at their time of separation, based on length of service:
 - 20% payout: 20 – 24 years of service
 - 25% payout: 25 – 29 years of service
 - 30% payout: 30 + years of service
5. ESPA members will be required to use sick days in correlation with FMLA leave as described in Article 19: Medical Leave.
6. Employees may be requested by the College to supply a physician's written verification of illness for any medical leave of five (5) consecutive days or longer.

I. Personal Days

1. ESPA members receive three (3) personal days (24 hours) each fiscal year.
2. Personal days must be used by June 30th each year, as they do not accrue or carry over from year to year.
3. Personal days are available for use upon successful completion of probationary period.

J. Holiday's

The following Holidays are recognized as paid by the College:

Easter Sunday (for those members scheduled to work)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

If the College is not closed, Christmas Eve, Christmas Day, & News Years Day

K. Jury Duty

1. ESPA members called for jury duty or subpoenaed to testify on behalf of the College during their regularly scheduled work time, shall be paid his/her regular compensation for such time.
2. The ESPA member shall reimburse the College for any compensation received for serving as a jury member or College witness, excluding mileage.

L. Tuition Reimbursement

1. The Board will pay tuition to full-time ESPA members for completion of course work directly related to their subject matter field of employment or pursuing a program or courses that had received written Administrative approval in advance of any course enrollment for which reimbursement is sought after the completion of the probationary period for full-time employment. Reimbursement will be initiated when the ESPA member makes available a copy his/her tuition payment receipt and grade report. Tuition reimbursement will be limited to the lower of the actual tuition (not including fees or books) or the average of the lowest applicable undergraduate tuition rate at Central Michigan University, Saginaw Valley State University, Ferris State University and Michigan State University.
2. The maximum reimbursement amount each calendar year for ESPA members will be capped at a total amount \$3,000 for undergraduate coursework. To be eligible for reimbursement, a passing grade of a least a "C," "credit" for credit/non-credit coursework, or a "pass" for pass/fail coursework, is required. Reimbursement requests must be submitted within sixty (60) days of course completion.
3. Tuition Reimbursement is available to ESPA members the first semester after successful completion of the probationary period.
4. Completion of an Associate's degree or Bachelor's degree will result in a step increase at the beginning of the fiscal year for degree completion in the prior fiscal year.

M. Family & Employee Tuition Grant

1. The Board shall provide to ESPA members, tuition costs and fees for up six (6) credit hours per semester, provided the course is completed with a satisfactory grade (2.0 or better). Failure to attain a

2.0 GPA or complete the class will result in the College being reimbursed for costs by the ESPA member. Tuition grants for ESPA members will include all fees except for the Student Service Fee. In the event an ESPA member elects to enroll in a travel course under the tuition grant program, the program shall pay tuition credit hour cost only. The cost of travel, lodging, meals and other expenses shall be the responsibility of the employee.

2. The Board shall provide Family Tuition Grants to ESPA members spouse and/or IRS dependent children provided a 2.0 cumulative GPA is maintained, up to a maximum of 62 semester hours or completion of a declared degree program. Scholarships may also be awarded to eligible children of employees in addition to family tuition grants. Failure to attain a 2.0 GPA or complete the class will result in rescission of the tuition grant benefit for the next semester. Subsequent semesters' tuition will not be covered until such time as a 2.0 cumulative GPA is earned. Family Tuition Grants shall include tuition and all fees except for the Student Service Fee.
3. Family & Employee Tuition Grant is available to ESPA members the first semester after successful completion of the probationary period.

N. Bookstore Discount

A 20% discount is provided to all ESPA members on all regular priced items in the College Bookstore.

O. 403(b) Plans

Tax deferred savings plans are available through vendors for ESPA members who would like to participate in a tax-deferred savings plan.

P. Michigan Public School Employees Retirement System (MPSERS)

ESPA members contribute to their pension effective with their start date in the ESPA position. The College also contributes an amount each pay period based on the MPSERS plan election by the ESPA member. After ten (10) years of service, employees are vested with MPSERS.

ARTICLE 21

LONGEVITY/MERIT PAY

Eligibility:

In order to be eligible for Longevity Pay, the employee must have completed a minimum of sixteen (16) years of employment at Mid Michigan Community College. The Longevity Pay would be paid with the first pay in July AFTER COMPLETION OF THE ELIGIBLE LONGEVITY YEAR at the following rates: 1% for 16-19 years; 2% for 20-24 years; 2.5% for 25-29 years and 3% for 30 years and up.

Longevity Pay will be either a lump sum payment, the amount distributed over 26 pays or the amount placed in a tax deferred annuity based on the employee's current year's base salary. If the employee selects a lump sum payment, the College will withhold the appropriate taxes.

Payment will occur on the first regular July pay period. Employees will be eligible for this Longevity Pay annually thereafter.

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

If Merit Pay is re-instated for Faculty or Administration, the Association members shall receive Merit pay pursuant to the same formula.

ARTICLE 22

PAY SCHEDULE

- A. **Pay Period 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. Pay advices are available electronically, or the employee may elect a debit card.

- 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 are determined by B1 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 employees be required to work at a site other than their normal work site, the difference between the miles they would normally drive and the miles driven to the other work site will be reimbursed at the rate in effect at the time as set each year by the Internal Revenue Service.**

- D. **Salary adjustments, if any, will be made upon ratification the first year; and thereafter on July 1 of each year.**

ARTICLE 23

HOURLY PAY GRADE AND JOB TITLE SCHEUDLE

Pay Grade 1:

Custodian (All Shifts)
Hospitality Assistant

Pay Grade 2:

Admissions Clerk

Pay Grade 3:

Lead Custodian
Maintenance
Enrollment Clerk
Procurement Specialist
Financial Aid Customer Service Assistant
Cook
Executive Secretary

Pay Grade 4:

Admissions Specialist
Enrollment Management Specialist
Financial Aid Customer Service Technician
Library & Learning Services Assistant
Bookstore Operations Assistant
Technology Support Specialist
Administrative Specialist
Administrative Specialist to Academic Deans
Student and Community Relations Specialist
Accounts Payable Specialist
Accounts Receivables Specialist
IT Specialist
Science Lab Technician
Theatre Production Specialist

Pay Grade 5:

Lead Maintenance
Electrical Maintenance Technician
HVAC Technician
Payroll Technician

Pay Grade 6:

Dual Enrollment Mentor
Mid Mentor

Pay Grade 6 cont.:

IT Systems Advisor

Academic Advisor

TRIO SSS Success Coach

Financial Aid Analyst

IT Systems Programmer

Retention Advisor

****Grandfather Clause****


During the term of this agreement Jeremy Carrier current Procurement Specialist will continue to be paid at a Grade 4 level.

**ARTICLE 24
DURATION**

The effective date of this agreement shall be September 6, 2017 and shall continue in effect until midnight, June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual written agreement of the Board of Trustees and the Educational Support Personnel Association (ESPA).


FOR THE ASSOCIATION:


Its President/Negotiations Team Member


Its Secretary

9/25/17
Date of Signing

FOR THE BOARD:


Its Chairperson


Its Secretary

10/3/17
Date of Signing

Negotiations Team Members:

Char Keel
Melissa Rohen
Brad Eckman
J.R. Dinkens
Jon Graham

Negotiations Team Members:

Lori Fassett
Lillian Frick
Bill Whitman
Greg Sieszputowski
Brent Mishler

**APPENDIX A
SALARY SCHEDULES**

2017-18

(Step Increase + \$.22)

100%

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	11.21	12.33	13.54	14.87	16.34	17.96
2	11.49	12.62	13.86	15.23	16.73	18.39
3	11.77	12.93	14.20	15.60	17.15	18.84
4	12.07	13.25	14.56	16.00	17.59	19.33
5	12.37	13.58	14.92	16.39	18.01	19.80
6	12.67	13.92	15.29	16.81	18.47	20.30
7	12.97	14.25	15.66	17.21	18.91	20.78
8	13.28	14.60	16.04	17.63	19.37	21.30
9	13.62	14.97	16.45	18.07	19.87	21.83
10	13.95	15.32	16.84	18.51	20.34	22.36
11	14.29	15.70	17.26	18.97	20.86	22.93
12	14.65	16.11	17.70	19.45	21.38	23.50
13	15.01	16.49	18.13	19.92	21.90	24.07
14	15.37	16.90	18.57	20.41	22.44	24.67
15	15.76	17.31	19.02	20.91	22.98	25.25

APPENDIX A cont.
SALARY SCHEDULES
 2018-19
 (Step Increase + \$.22)

100%

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	11.43	12.55	13.76	15.09	16.56	18.18
2	11.71	12.84	14.08	15.45	16.95	18.61
3	11.99	13.15	14.42	15.82	17.37	19.06
4	12.29	13.47	14.78	16.22	17.81	19.55
5	12.59	13.80	15.14	16.61	18.23	20.02
6	12.89	14.14	15.51	17.03	18.69	20.52
7	13.19	14.47	15.88	17.43	19.13	21.00
8	13.50	14.82	16.26	17.85	19.59	21.52
9	13.84	15.19	16.67	18.29	20.09	22.05
10	14.17	15.54	17.06	18.73	20.56	22.58
11	14.51	15.92	17.48	19.19	21.08	23.15
12	14.87	16.33	17.92	19.67	21.60	23.72
13	15.23	16.71	18.35	20.14	22.12	24.29
14	15.59	17.12	18.79	20.63	22.66	24.89
15	15.98	17.53	19.24	21.13	23.20	25.47

APPENDIX A cont.
SALARY SCHEDULES

2019-20

(Step Increase + \$.22)

100%

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	11.65	12.77	13.98	15.31	16.78	18.40
2	11.93	13.06	14.30	15.67	17.17	18.83
3	12.21	13.37	14.64	16.04	17.59	19.28
4	12.51	13.69	15.00	16.44	18.03	19.77
5	12.81	14.02	15.36	16.83	18.45	20.24
6	13.11	14.36	15.73	17.25	18.91	20.74
7	13.41	14.69	16.10	17.65	19.35	21.22
8	13.72	15.04	16.48	18.07	19.81	21.74
9	14.06	15.41	16.89	18.51	20.31	22.27
10	14.39	15.76	17.28	18.95	20.78	22.80
11	14.73	16.14	17.70	19.41	21.30	23.37
12	15.09	16.55	18.14	19.89	21.82	23.94
13	15.45	16.93	18.57	20.36	22.34	24.51
14	15.81	17.34	19.01	20.85	22.88	25.11
15	16.20	17.75	19.46	21.35	23.42	25.69

APPENDIX A cont.
SALARY SCHEDULES

2020-21

(Step Increase + \$.22)

100%

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	11.87	12.99	14.20	15.53	17.00	18.62
2	12.15	13.28	14.52	15.89	17.39	19.05
3	12.43	13.59	14.86	16.26	17.81	19.50
4	12.73	13.91	15.22	16.66	18.25	19.99
5	13.03	14.24	15.58	17.05	18.67	20.46
6	13.33	14.58	15.95	17.47	19.13	20.96
7	13.63	14.91	16.32	17.87	19.57	21.44
8	13.94	15.26	16.70	18.29	20.03	21.96
9	14.28	15.63	17.11	18.73	20.53	22.49
10	14.61	15.98	17.50	19.17	21.00	23.02
11	14.95	16.36	17.92	19.63	21.52	23.59
12	15.31	16.77	18.36	20.11	22.04	24.16
13	15.67	17.15	18.79	20.58	22.56	24.73
14	16.03	17.56	19.23	21.07	23.10	25.33
15	16.42	17.97	19.68	21.57	23.64	25.91

APPENDIX B
GRIEVANCE REPORT FORM

Grievance #: _____

- Distribution of Form:
- 1. Immediate Supervisor
 - 2. Human Resources
 - 3. Immediate Supervisor's Supervisor
 - 4. Association
 - 5. Grievant

Date Informal Meeting Requested: _____ Date Informal Meeting Occurred: _____

LEVEL 1: EMPLOYEE STATEMENT	LEVEL 2: GRIEVANCE
Employee Name:	Position Title:
Department:	Date Submitted:

Please describe the nature of your grievance, to include date incident occurred and contract article(s) allegedly violated. Include all relevant details, including names of individuals involved, dates, or additional support documentation.

Please state the adjustment or settlement you are seeking to resolve your grievance:

Employee Signature: _____

Date: _____

Received By Immediate Supervisor: _____

Date: _____

LEVEL I - IMMEDIATE SUPERVISOR'S RESPONSE

Immediate Supervisor's Response: _____ *Date of Meeting:* _____

Please give the employee the original response, retain a copy for your files and forward a copy to the Human Resources Department.

SIGNATURES:

Immediate Supervisor's Signature:

Received By Employee:

Date:

Date:

I am satisfied with my immediate supervisor's response.

I hereby request that my grievance be reviewed by the next supervisory level.

Employee Signature: _____

Date: _____

LEVEL 3: SPECIAL CONFERENCE

Special Conference Committee Members:

Special Conference Committee Response:

Please give the employee the original response and forward a copy to the Human Resources Department.

SIGN	
Special Conference Committee Signatures & Date:	Employee's Signature & Date:

EMPLOYEE REQUEST FOR LEVEL 4: ARBITRATION

I am satisfied with the Special Conference Outcome. I intend to submit the grievance to Arbitration.

Date Submitted to Arbitration: -----

Employee Signature: ----- *Date:* -----
