

AGREEMENT
BETWEEN
CHARLES STEWART MOTT COMMUNITY COLLEGE
AND
THE CHARLES STEWART MOTT COMMUNITY COLLEGE
PROFESSIONAL-TECHNICAL (PRO-TECH) UNIT
MCC PRO-TECH UNIT MEA/NEA

Effective August 22, 2016 through June 30, 2019
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Revisions to sections are identified by a date immediately following the catch phrase.
A revision date at the end of a paragraph indicates that only the preceding paragraph has been revised.
To ensure you have the latest version of this Agreement, visit the HR website at
www.mcc.edu/hr/hr_employeeinfo_protech.shtml.

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AGREEMENT BETWEEN

CHARLES STEWART MOTT COMMUNITY COLLEGE

-and-

THE MOTT COMMUNITY COLLEGE
PROFESSIONAL TECHNICAL UNIT

This Agreement is made and entered into this Twenty-Fifth (25th) day of March, 2013, by and between Charles Stewart Mott Community College (hereinafter referred to as the "College") and the Mott Community College Professional-Technical Unit MEA/NEA (hereinafter referred to as the "Pro-Tech").

PREAMBLE

WHEREAS, the Pro-Tech and the College affirm their mutual interest in the development and administration of sound educational programs, consistent with community resources, for the students of the College; and,

WHEREAS, the Pro-Tech and the College recognize that the administration of sound educational programs is dependent in large part upon cooperative action between the College and the administrative personnel represented by the Pro-Tech in full and proper execution of College policies; and,

WHEREAS, the College and the Pro-Tech have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with respect to hours, wages, terms and conditions of employment,

NOW, THEREFORE, IT IS AGREED:

Article 1 **Recognition**

Section 1. Recognition and Bargaining Unit.

A. The College recognizes the Pro-Tech as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for all full-time employees and all of the regularly scheduled less than full-time employees working at least thirty-nine (39) weeks per year and twenty (20) or more hours per week and which are within the definition of the Pro-Tech Unit as listed in Appendix B-1, and all additions to that Unit after contract ratification.

B. From time to time, the College obtains grants and other outside funds to perform certain tasks and functions for a limited period of time. Temporary, limited duration positions funded from such grants and outside sources that are on the supplemental Table of Approved Positions may not share a community of interest with existing members of the bargaining unit. In many of these cases, the compensation and benefits available to employees is different than would be provided under this Collective Bargaining Agreement. When it appears that such temporary, limited duration positions will be performing bargaining unit work, the College will notify the Pro-Tech and, if requested by the Union, meet to discuss whether such positions are to be covered by this Agreement. No such employee shall be covered by any provision of this document until the College and the Pro-Tech have agreed to such provisions in an executed Letter of Understanding or Agreement (although they will be covered by laws as covered by Article 2, Section 2B). The Pro-Tech may request reconsideration of the bargaining unit status of persons covered by this Section not more than once per calendar year. Any Pro-Tech positions transferred from the regular Table of Approved Positions (TAP) to the supplemental TAP will be afforded all rights and privileges set forth in the ProTech Master Agreement.

C. The College will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Pro-Tech as the sole and exclusive bargaining agent for employees as set forth herein.

D. The College will notify the Union when a bargaining unit member's duties have changed and they are being reclassified as a supervisor.

Section 2. Individual Contracts. The College shall not enter into any other agreements with employees in the bargaining unit, individually or collectively, which in any way conflicts with the provisions hereof unless mutually agreed to by the Union and the College.

Section 3. Employee Defined. The term "employee," when used in this Agreement, shall mean any member of the Pro-Tech Unit as described in Section 1 of this Article.

Section 4: Full-Time Employee Defined: A full-time employee is scheduled to work 2080 hours in a year.

Section 5. Less than Full-time Employees. All regularly scheduled less than full-time employees working at least thirty-nine (39) weeks per year and twenty (20) or more hours per week are within the bargaining unit. Any changes in the scheduled hours of these positions will be discussed with the Pro-Tech prior to the effective date of change. The hours worked will be maintained on an annual basis and used to determine future eligibility for and/or prorata share of benefits (See Article 9 for a fuller discussion of benefit eligibility for less than full-time employees).

Article 2 **Labor and Management Relationship**

Section 1. Management Rights. The College hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement. The Union acknowledges that the use of subcontracted ITS employees in excess of the regular Table of Approved Positions (TAP) has been necessary and is consistent with existing contract language. Management will provide the Union with quarterly reports of subcontractors. For the term of this Agreement, a subcontracted employee will not be used to displace a current ITS employee in the Unit.

Section 2. Employee and Pro-Tech Rights

A. Public Employment Relations Act. Employees and the Pro-Tech, as the exclusive bargaining representative of the employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

B. Information about State and Federal Law. Employees covered by this Agreement are also covered by various state and federal laws and regulations and have rights and benefits under these laws and regulations outside of/in addition to the provisions of this agreement. A listing of these primary laws and regulations will be posted electronically by the HR Office.

Employees who have a concern about fair treatment are encouraged to discuss their issue with their supervisor, another manager or a Human Resources Office representative. Employees may ask a Union representative to assist them in presenting their concern.

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion; and if agreement herein cannot be reached within thirty (30) calendar days, either party may submit the matter to mediation.

C. Use of Facilities. The Pro-Tech and its members shall have the right to use College building facilities for Union business meetings when such facilities are not otherwise in use. Use for other than Union business meetings shall be in accordance with the College's rental rules applicable to restricted membership organizations.

D. Use of Equipment. Pro-Tech officers or designees shall have the right to use College equipment, including computer equipment and software, typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (1) that no such equipment shall be removed from the College without permission; (2) the equipment is not otherwise in use; (3) that permission to use such equipment is requested from the person having charge thereof; and (4) the Pro-Tech will be

accountable for charge back where such accounting is maintained. The Pro-Tech shall provide all materials and supplies and shall be responsible for all damages resulting from such use.

E. Mailing/Insignias. The Pro-Tech shall be given access to employees' mail boxes (including voice and e-mail) for the distribution of informational material, and the Pro-Tech and its members shall be permitted to use office bulletin boards to post notices of its activities and matters of Pro-Tech concern, provided that all mailings and postings are identified with the author's or organization's name. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Pro-Tech so long as the insignia, pins or identification do not disrupt office procedures.

F. Information. The College agrees to furnish to the Pro-Tech, in response to requests from time to time available information concerning the financial resources of the College, adopted budgets, Board minutes, and such other information as it may reasonably require. The College's obligation to provide information is limited to providing the Pro-Tech with documents and reports the College ordinarily and regularly produces. The College is not required to compile or generate reports for the Union under any of the terms of this Agreement, although the College is obligated to extract fields of data from existing electronic files.

G. Application of Agreement. The provisions of this Agreement shall be applied in a manner which is not capricious or discriminatory.

H. Membership/Non-Discrimination. Membership in the Pro-Tech shall be open to all employees regardless of race, creed, religion, color, national origin, age, sex, handicap or marital status. The Pro-Tech agrees to represent all employees equally without regard to membership or participation in, or association with the activities of the Pro-Tech or any other employee organization.

I. Personnel Files. When an employee reviews and/or challenges the contents of his/her personnel file in accordance with the Bullard Plawecki Employee Right-to-Know Act, a representative of the Pro-Tech may be present at the request of the employee.

J. Notification of Changes in Employee Information. An employee must notify the Office of Human Resources of any change to his/her home address and telephone number. In addition, an employee must report in writing to the Office of Human Resources information relating to his/her eligibility for or administration of benefits.

Examples of information an employee must provide to the Office of Human Resources include: name change, birth of a child, death of a spouse/dependent, adding/deleting dependents, divorce or marriage.

K. Individual Rights and Responsibilities. Each employee has a special position in the community which imposes special obligations. He/she shall remember that the public may judge his/her profession and his/her institution by his/her utterances and actions. Hence, he/she shall at all times try to be accurate, shall exercise appropriate restraint and shall show

respect for the opinions and feelings of others as he/she exercises the right and obligations of citizenship.

L. Paid Time Off For Union Duties. In addition to paid time off for bargaining and grievance/discipline processing, the Pro-Tech Union shall have five (5) days off a year for union business. The request for paid time off for any Union member will come from the President of the Pro-Tech in writing to the College's Senior Human Resources Manager.

Section 3. Joint Union Management Process. The College and the Pro-Tech support the concept of the problem solving process and will work as a team to resolve mutual concerns and problems by consensus. The College and the Pro-Tech agree to use collaborative problem solving for bargaining prior to contract expiration (see Article 22) and for ongoing problem solving during the Agreement.

A. In order to facilitate communications between the College and the Pro-Tech, a Joint Union Management Process (JUMP) committee comprised of representatives from the Pro-Tech and the College will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.

B. JUMP will operate under written ground rules (see Appendix B-10) adopted by consensus. The ground rules require, among other things, that members be trained prior to participating in bargaining/monthly meetings.

C. Problems and concerns that cannot be resolved at the program/department level may be referred to JUMP by an employee, the Pro-Tech, a supervisor/manager, or the College. JUMP will decide if it is the appropriate forum for the issue.

D. Nothing in this Article shall be construed to prevent the employee or the Pro-Tech from processing a grievance, or to prevent either party from making a negotiations proposal. If a grievance is sent to JUMP the grievance timelines are held in abeyance until a solution or recommendation is made by JUMP, or until the Pro-Tech or the College requests that it be returned to the grievance process. JUMP will attempt to resolve problems and concerns prior to referring them to the grievance or negotiations process.

E. JUMP will be responsible for directing and overseeing the work of sub-committees it may choose to create.

F. The parties agree the contract should provide flexibility for experimentation and innovation. To facilitate contract flexibility the Pro-Tech President and the College's Senior Human Resources Manager may agree in writing to contract deviations. Such Agreements will be reported to the JUMP for their information at the next regularly scheduled meeting.

Section 4. Negotiation Procedure

- A. Beginning Date. See Article 22, Section 3.
- B. Negotiation Representatives. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.
- C. Bargaining Team Members. When it is mutually agreed, negotiations between the Pro-Tech and the College shall take place during normal working hours. Collective bargaining by the Pro-Tech shall be done with a Pro-Tech bargaining committee. The College's Senior Human Resources Manager will notify team members and their supervisors of all meeting times and locations.

Any Pro-Tech member participating in negotiations shall be released from regular duties without loss of salary, provided they have prior approval of their immediate supervisor or the College's Senior Human Resources Manager.

- D. Parties Bound by PERA. In the event the negotiations described in Section 1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

- E. Agreement Effective. This Agreement shall be effective when ratified by the College and by the members of the Pro-Tech Unit.

- F. Amendments to Agreement. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

- G. Affordable Care Act. During the term of this Agreement, upon the written request of the College, the Union agrees to bargain with the College concerning the Affordable Care Act, which is the federal health care reform law. Bargaining may encompass any aspect of the administration or compliance with the laws and regulations related to the Affordable Care Act. Bargaining may be necessary more than once as the regulations related to ACA are issued but every effort will be made to minimize the occasions or rounds of bargaining. Such bargaining will be initiated within ten business days of written notice by the College to commence bargaining. If the parties are unable to reach agreement within one hundred twenty (120) calendar days of such written notice, then on the 121st calendar day from receipt of written notice to commence bargaining, this labor agreement shall expire.

Section 5. Strikes and Lockouts

- A. Strikes are Prohibited. Neither the Pro-Tech nor any persons acting on its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.

1. The Pro-Tech will not support the action of any employee taken in violation of the above, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited above.

2. Violations by any employee or group of employees will constitute just cause for discipline up to and including discharge.

3. The College, in the event of violation of this Article will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Pro-Tech.

B. No Lockout. The College will not conduct a lockout at the College during the life of the Agreement.

Section 6. Mutual Responsibilities. Employees, the Union and its representatives, the College and its supervisors and managers are obligated to adhere to the terms of this Agreement.

Article 3
Job Descriptions, Job Evaluation and Performance Evaluation

Section 1. New or Consolidated Positions.

A. The College's Senior Human Resources Manager shall notify the Pro-Tech of all new or consolidated positions (whether permanent, interim or temporary) prior to said positions being posted. The Pro-Tech shall respond to the College's Senior Human Resources Manager within ten (10) working days from receipt of said notice. In order to facilitate review of said positions, the College's Senior Human Resources Manager shall provide the Pro-Tech with:

1. A proposed job description.
2. The name of the supervisor recommending said position or other appropriate resource person.

B. Consolidated positions are defined as two (2) or more bargaining unit positions combined into one (1) position. If a bargaining unit position is combined with a non-bargaining unit position to form a new bargaining unit position, said position shall be treated as a new position.

Section 2. Classification Review Committee.

A. Purpose. The College and the Union have created a Classification Review Committee (CRC) to jointly recommend the relative internal ranking or equity of jobs in the bargaining unit using a point factor methodology. The outcome of the CRC's work is the recommended assignment of a pay grade to a job, consistent with the range of points assigned to each pay grade as part of installation of the job evaluation system. The CRC does not address external equity. Because job evaluation is concerned with job content, it does not in any way address or take into consideration the job performance of individual employees. Similarly, the location of the job on the organization chart is not a valid factor for job evaluation.

B. Responsibility of Committee. Members of the CRC are responsible for the consistent and objective application of the instrument to individual jobs; for analyzing and assessing information on job content and making consistent judgments in terms of applying the instrument to this information; for advocating and defending the processes utilized by the CRC to employees and management; and for conducting their business in accordance with the ground rules contained in Appendix B-6 of this Agreement.

C. Composition of Committee. The Classification Review Committee (CRC) will consist of ten (10) persons, up to five (5) appointed by Management and up to five appointed by the Union.

D. Instrument. The job evaluation instrument was developed jointly by the College and the Union and can only be modified by consensus of the CRC. The instrument is not available

to persons other than the committee and Human Resources (HR) staff whose work assignments include job evaluation.

E. Job Design and Job Descriptions. Job design (the determination of particular duties assigned to a job) and the preparation of job descriptions is a responsibility of management/supervisors. Prior to finalizing job design, the supervisor will consult with the employee and Union. A single job description may be prepared for a group of employees whose jobs are the same.

Job descriptions will be prepared in a standardized format to be determined by the College's Senior Human Resources Manager. The job description will be forwarded for review and approval through the appropriate line of reporting to the Vice President (or equivalent highest level exempt manager who is not a vice president) or designee in the event of an extended absence and will include a technical review by the College's Human Resources Office. The official job description will be housed in the Office of Human Resources. Copies of approved job descriptions may be obtained from the Office of Human Resources upon request.

F. Process.

1. Classification Review requests may be initiated in one of two (2) ways:

- a. Either the employee, HR or the Union has reason to believe that the job has changed sufficiently to warrant review by the CRC. In this case, the matter is discussed with the supervisor by the party who believes the job has changed. If the supervisor and his/her managers agree that the job duties have increased, the employee must perform the new duties for a period of ninety (90) calendar days prior to any further action being taken. If the supervisor and employee cannot agree that the duties have been increased, the process ends here except that the employee may appeal the matter to higher management levels up to the VP (or to the College's Senior Human Resources Manager for departments without a VP). In the event there is agreement that the duties have been reduced, the request may immediately proceed to the next step.
- b. The supervisor/management determines that the job content has changed and CRC review is appropriate.

2. Preparation of Job Description. The supervisor or the supervisor and the employee prepare a job description. The supervisor must provide the employee and Union with an opportunity to comment upon and discuss the job description. Notice of this opportunity will be provided by giving the employee and the Union a copy of the job description and a copy of the form requesting CRC review (Appendix B-5); these documents will be provided to the employee and the Union at the same time they are submitted to the HR Office. Supervisors are encouraged to meet with the employee and Union prior to finalizing the job description. The job description must be signed by the supervisor and his/her manager, if applicable.

3. Initial Processing of Request by Human Resources. Upon receipt of the request, HR will notify the Union and the employee by email that the request has been received and will inform the Union and the employee of the deadline for submitting comments if they have not previously been involved in discussions with the supervisor about the changes. The HR Office will review the initial submission to ensure that it is complete. HR may consult with the supervisor and/or employee to obtain additional or clarifying information.

4. Initial Evaluation by Human Resources. The Senior Human Resources Manager must make a determination as to whether HR can objectively prepare an initial evaluation of the job, including the assignment of a pay grade. If so, the detailed initial factor evaluation prepared by the Human Resources Office will be reported to the CRC within ten (10) working days of the time the submission is found to be complete by HR staff. Every effort will be made to complete this job documentation as quickly as possible. Within five (5) full working days (a total of forty (40) working hours) of the distribution of this initial factor assignment to CRC members, any member of the CRC may request in writing that the CRC be convened to review the factor assignments made by the HR Office. If no such written request is received, the evaluation of the HR Office will be entered into the database used to maintain the job evaluation system following review by the College's President as outlined in 6 below.

5. CRC Review. In the event that the College's Senior Human Resources Manager feels the HR Office cannot fairly and objectively evaluate the request, a meeting of the CRC will be scheduled within fifteen (15) working days of receipt of the request to review the new, consolidated or revised job. The actual date of the CRC meeting will be the earliest date possible that a quorum of the CRC is available.

6. Review by College President. The recommendation of grade assignment made by either the HR Office or the CRC will be reported to the College President within ten (10) working days of the recommendation. All parties involved in the review shall receive formal notification of the President's decision from the Office of Human Resources within ten (10) working days following notification of the President's decision. If the President does not approve the recommendation made by HR or the CRC, a rationale for that decision will be provided.

7. Limitations on Reevaluation. After completion of those procedures used in review, a position will not be subject to reevaluation until a period of six (6) months has elapsed.

G. Miscellaneous.

1. Ground Rules. The job evaluation process will be administered consistent with the ground rules contained in Appendix B-6 of this Agreement. In the event the CRC cannot reach consensus on the factor evaluations for a particular job, and this lack of consensus prevents the assignment of a grade to the job (it is recognized that

there may be cases where the lack of consensus on an individual factor(s) is not an impediment to determining the grade), then the preliminary grade placement made by the HR Office will remain in effect, subject to review by the President as described in 6 above, until such time as consensus is reached by the committee.

2. Additional Information. During the review of job content by the CRC, HR staff may be requested by the Committee to obtain additional information to ensure that the Committee can perform its role.

3. Changed Duties. The job evaluation request should be submitted to HR once the employee has been doing the new duties for sixty (60) calendar days. The job evaluation process will then be conducted to enable the employee to receive a pay adjustment, if appropriate, once he/she has been performing the package of new duties for a period of ninety (90) calendar days.

4. Pay Adjustments.

- a. In the event the revised duties result in an increase in the employee's grade and pay, the employee will be paid the higher salary retroactive to the first day of the new assignments. When a request for reclassification is made later than six (6) months after the documented start date of the new duties, retroactive pay will be provided only for ninety (90) calendar days from the date the appropriate Executive Cabinet Member signs the JEC Questionnaire unless JUMP finds extenuating circumstances, in which case retroactive pay may be made for up to a year from the date the appropriate Executive Cabinet Member signs the JEC Questionnaire.
- b. In the event the change in duties result in the employee being reclassified downward, their current rate of pay will be aligned to the step in the new grade which is closest to the employee's current salary. If the closest step is less than the employee's current salary the employee will be placed into the next highest step. If there is no step comparable to the employee's current salary the employee will be placed at step 8 of the new grade.

5. Confidentiality. The proceedings of the CRC are confidential. Upon completion of a single job evaluation or a group of evaluations, Committee members will state only that the Committee reached its decision by consensus and "I support the Committee process" in response to questions. Only grade assignments will be released to employees and management. No other files, data or information will be released outside of the Committee and HR staff whose work assignments include job evaluation, including, but not limited to, individual factor evaluations, total points, and the instrument. The CRC will only keep/maintain data on final consensus for each factor level.

6. The decision of the President is final and cannot be grieved.

Section 3. Performance Evaluation of Non-Probationary Employees

A. Supervisors are responsible for conducting periodic discussions with employees concerning performance. These discussions will be held within the guidelines established by College Management to provide the framework for ongoing dialog between the employee and the supervisor around:

1. Developmental goals
2. Linking individual and organizational behavior, values and plans, including, but not limited to, establishment of objectives for the upcoming planning period.
3. Reviewing the employee's strengths and weaknesses

B. At least once annually, supervisors and employees should review the employee's job description to determine if it needs editing and updating and whether the changes are sufficient to warrant review by the Job Evaluation Committee.

C. See Article 6, Section 2 for evaluation of probationary employees.

Article 4
Filling Vacancies / Promotions / Transfers

Section 1. Vacancy. Management has the unrestricted right to determine whether and when a vacancy is to be filled. Vacancies may result from the following:

- A. Termination

- B. Retirement

- C. Leave of absence that is in excess of six (6) months unless an additional six (6) months is approved by the College

- D. A new position is created

- E. Transfer to another position

- F. Death

Positions which have been vacant longer than one (1) year, except as otherwise provided in Section 3 below, will be either posted or closed.

Section 2. Posting Timelines. Positions which Management has decided to fill by placing the position in the Active Section of the Hiring Work Plan will be posted within ninety (90) days. HR will provide the Union with a copy of the Hiring Work Plan on a monthly basis.

Section 3. Temporary Employees. Temporary employees from outside the bargaining unit may be used to fill designated temporary positions. A temporary employee is an individual who works at a designated temporary job to meet the requirements of the employer that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased work loads, or any other conditions that may create short term staffing needs. The duration of the temporary appointment should normally not exceed one (1) year and management will inform JUMP of the anticipated duration of a temporary appointment prior to filling the position. All extensions of the original appointment must have JUMP concurrence.

Section 4. Mott Employees Who Transfer Into Unit. Mott employees not currently in the Pro-Tech unit who are selected for a Pro-Tech job will keep their accumulated sick, vacation, personal business leave and comp time balances; institutional seniority; and earned credit toward vacation and longevity calculation purposes.

Section 5. Selection Process. Advertising Bargaining Unit Positions and Recruitment of Candidates.

- A. The College shall determine if and when a vacancy will be filled and shall prepare, publish, and distribute all notices of vacancies. When an authorized Pro-Tech position is filled by someone other than a regular Mott employee, the immediate supervisor will notify

Human Resources and the Pro-Tech to include providing information about any temporary or subcontracted assignment of the work.

B. Whenever a vacancy shall occur in the Pro-Tech bargaining unit positions, the College shall publicize the same by giving written notice of such vacancy to the Pro-Tech and by providing for posting in the Office of Human Resources and other appropriate locations. Postings may, at the discretion of the College, be external or internal. External postings may be required in accordance with the College's Affirmative Action Plan when underutilization is present.

C. No vacancy shall be filled, except on a temporary basis, until such vacancy has been advertised for at least ten (10) working days.

D. Prior to advertising any Pro-Tech bargaining unit position, the job description for the vacant position shall be reviewed and/or developed as defined in Article 3.

E. When selecting the finalist, preference will be given to the current bargaining unit applicant with the most bargaining unit seniority provided all factors are equal. If all factors and unit seniority are equal, then the tie will be resolved first by College seniority and then by lot.

<p>Informational Item: All positions shall be filled without discrimination as to gender, race, color, age, religion, handicap, country of origin or ancestry, political beliefs, marital status, or membership or participation in, or association with the activities of any professional organization. All reasonable efforts shall be made to recruit diverse candidate pools for vacancies, consistent with the College's affirmative action plan. See the Board Policies and the HR website for more information.</p>
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Section 6. Return to Unit. Subject to management approval, bargaining unit members who transfer out of the unit may be transferred back into a Pro-Tech vacancy for which they are qualified. This preferential consideration ceases after they have been out of the Pro Tech unit for three (3) years or for a period of time equal to the amount of bargaining unit seniority they had when they left the unit, whichever is less (see Article 7, Section 1(D)(5) for more detail).

Section 7. Induction Process.

A. All interviewed applicants from within the College shall be notified by the Office of Human Resources or the immediate supervisor concerning the decision relating to their application prior to the publication of the name of the successful applicant.

B. The College's decision as to the filling of all positions covered in this Agreement shall be final.

Section 8. Filling Shift Openings Other Than First. If a second shift vacancy cannot be filled using the process above, the opening will be offered to all employees in the classification for that

vacancy. The position will be filled by the highest seniority bidder who is qualified. If no employee bids on the position, it will be filled with the least senior employee in the classification who is qualified.

Section 9. Definition of Transfer/Promotion

A. Transfers are defined as movement to another position of the same grade or to a lower grade than the one in which the employee is currently working.

B. Promotions are defined as movement to a position in a higher grade than the one in which the unit member is currently employed.

C. Reclassification occurs when an employee's job duties change and the grade of the job is changed as a result of the change in duties. The position title may or may not change as a result of reclassification.

Article 5
Union Security and Deduction of Union Dues

Section 1. Voluntary Membership. All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union.

Section 2. Michigan Public Employment Relation Act 336. Per 423.209 of the Michigan Public Employment Relations Act 336 of 1947:

- a. Public employees may do any of the following:
 - i. Organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.
 - ii. Refrain from any or all of the activities identified in subdivision (i).
- b. No person shall by force, intimidation, or unlawful threats compel or attempt to compel any public employee to do any of the following:
 - i. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
 - ii. Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
 - iii. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.
- c. A person who violates subsection (b) is liable for a civil fine of not more than \$500.00. A civil fine recovered under this section shall be submitted to the state treasurer for deposit in the general fund of this state.

Section 3. Deduction of Union Dues. During the term of this Agreement, the College will honor written voluntary assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The College will continue to honor those written assignments already in its possession provided the assignment/authorization is in a form consistent with applicable law and this agreement. The College will not be required to honor any authorization for dues deduction that violates or is inconsistent with the provisions set forth herein

or inconsistent with the provisions of MCL 423.209 or MCL 423.410, as amended. As used within this agreement an assignment of wages shall also be considered an authorization to deduct money from an employee's wages. The College assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article to continue dues deductions once notified in writing by the employee that the employee no longer authorizes deductions.

Section 4. Michigan Public Employment Relation Act 336. Per 423.210 of the Michigan Public Employment Relations Act 336 of 1947:

- a. A public employer or an officer or agent of a public employer shall not do any of the following:
 - i. Interfere with, restraint, or coerce public employees in the exercise of their rights guaranteed in section 9 of PERA.
 - ii. Initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization. A public employer may permit employees to confer with a labor organization during working hours without loss of time or pay.
 - iii. Discriminate in regard to hire, terms, or other conditions of employment to encourage or discourage membership in a labor organization.
 - iv. Discriminate against a public employee because he or she has given testimony or instituted proceedings under this act.
 - v. Refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11 of PERA.

- b. A labor organization or its agents shall not do any of the following:
 - i. Restrain or coerce public employees in the exercise of the rights guaranteed in section 9 of PERA. This subdivision does not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership.
 - ii. Restrain or coerce a public employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.
 - iii. Cause or attempt to cause a public employer to discriminate against a public employee in violation of subsection (a) (iii).
 - iv. Refuse to bargain collectively with a public employer, provided it is the representative of the public employer's employees subject to section 11 of PERA.

- c. An individual shall not be required as a condition of obtaining or continuing public employment to do any of the following:
- i. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
 - ii. Become or remain a member of a labor organization or bargaining representative.
 - iii. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative.
 - iv. Pay to any charitable organization or third party any amount that is in lieu of, equivalent, to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

Section 5. Payroll Deduction of Dues. The Union shall notify the Payroll Department in writing of the amount of such dues, fees, and assignments. The College will cause such dues, fees, and assignments to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. Once funds are remitted to the Union, the disposition of the funds shall be the sole and exclusive obligation of the Union. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.

Section 6. Legislative and Judicial Action. The Union shall indemnify and hold the College harmless against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the College for the purposes of complying with the provisions of this Article including any actions and proceedings related to the College's cessation of dues deductions after being advised in writing by an employee that the employee no longer authorizes deductions. The indemnity and hold harmless provisions include the costs related to defending against any claim, action or proceeding. The provisions of this article related to the College ceasing dues deductions at the written request of the employee shall not be subject to the grievance and arbitration provisions contained within this agreement.

Section 7. PERA. In the event the provisions of PERA contained and referenced in this Article are modified, the College and the Union will utilize the JUMP to determine how to revise this Article.

Section 8. New Hires. The College shall furnish the Union President within one (1) week after approval of the recommendation to hire, the name and address of any newly hired employee whose position is included in the bargaining unit.

Section 9. Hold Harmless. The Pro-Tech jointly and severally agree to hold the College harmless from and indemnify the College against any and all claims, demands, losses, costs, and expenses of

whatsoever kind (including reasonable Attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this article, and the defense of actions taken against the College before any court or administrative agency. This hold harmless agreement includes legal costs incurred by the College for defending against claims that it inappropriately extended this agreement under the Right to Work law as described in section 8 below.

Article 6 **Probation**

Section 1. Probationary Period for New Employees.

A. **Full-Time.** New full-time employees and Employees who transfer into the unit from another College employee group shall be considered probationary employees for the first six (6) months of their employment. The probationary period may be extended if mutually agreed to by the College and the Union. All absences (paid and unpaid) shall extend the probationary period accordingly.

Upon completion of this probationary period, the employee shall acquire unit seniority dated back to the date of hire into the unit.

B. **Less than Full-time:** New employees hired for less than full-time positions (at least thirty-nine (39) weeks per year and twenty (20) or more hours per week), shall be on probation for a period of one thousand forty (1,040) work hours, unless probation is extended as provided by mutual agreement of the College and the Union. All absences (paid and unpaid) shall extend the probationary period accordingly.

C. **Accreted Employees:** Employees who are accreted into the unit as a result of unit clarification or by mutual agreement of the Pro-Tech and the College do not need to serve a probationary period if they have already completed probation in the job being accreted.

D. It is recognized that the probationary period is a trial period. During the probationary period, the employee may be dismissed at the will of the College without a hearing.

Section 2. Written Evaluations for Probationary Employees. Written evaluations of probationary employees shall be prepared by the employee's supervisor. The evaluation shall summarize job responsibilities and performance of such responsibilities. All such areas shall have been reviewed with the probationary employee prior to completion of the evaluation. The first written evaluation shall be prepared no later than eighty-five (85) calendar days, excluding time off, after date of hire, and the second written evaluation will be due one hundred seventy (170) calendar days after date of hire (excluding time off). The official evaluation will be submitted to the Office of Human Resources for review and inclusion within the employee's personnel file.

Human Resources will maintain a record of all probationary employees, and notify Supervisors of dates evaluations are due.

Section 3. Notice to the Pro-Tech of Status of Probationary Employees. The Pro-Tech President shall be notified of all probationary employees who have not satisfactorily completed probation and are therefore subject to termination or extension of probation.

Section 4. Representation of Probationary Employees. New employees on probation have no grievance rights regarding discipline, layoff or termination but may request representation in all such matters.

Article 7 **Seniority**

Section 1. Seniority Defined. Employees in the bargaining unit have two (2) types of seniority, college service and bargaining unit seniority.

A. College service is continuous years of service in a regular Mott College position. Seniority begins with the first day of work and is awarded following completion of the probationary period.

B. Bargaining unit seniority shall be defined as non-terminated years of employment in the bargaining unit. Bargaining unit seniority for an existing College employee who enters the bargaining unit shall be his/her first day of work in the bargaining unit position. Bargaining unit seniority is awarded following completion of the probationary period.

C. The official seniority list shall contain two (2) columns which display College service and the bargaining unit seniority date.

D. Seniority rights shall be lost and the employee shall be removed from the seniority list for the following reasons:

1. Employee quits.
2. Employee is discharged.
3. Non-probationary employee is on layoff for more than three (3) years.
4. Probationary employee is on layoff for more than one (1) year.
5. An employee who transfers out of the unit into another College employee group will maintain their bargaining unit seniority only for a maximum period of three (3) years, or the amount of bargaining unit seniority they had on the date they left the Pro Tech unit, whichever is less. At the end of this three (3) year (or lesser) period, they cease to have any Pro Tech bargaining unit seniority (see Article 4, Section 6 for more detail).
6. Leave of absence that is in excess of six (6) months unless an additional six (6) months is approved by the College. Termination of employment under this provision does not, however, terminate any post employment benefits provided elsewhere in this agreement (i.e. life insurance, LTD, etc.)

E. Seniority dates in effect at the commencement of this agreement are contained in Appendix B-2.

F. Each year during the month of October, a current seniority list, reflecting seniority as of October 1, will be posted to the website and all bargaining unit members will be notified of

the availability of the updated seniority list via email. Employees seeking a correction in their seniority date(s) shall institute said request by providing written documentation to the Office of Human Resources and the Pro-Tech President within thirty (30) calendar days of the publication of the list. Inadvertent errors or omissions may be corrected with the approval of JUMP after this thirty (30) calendar day period.

G. An employee who goes on an unpaid leave of absence or layoff shall have his/her seniority frozen.

Section 2. Seniority of Less than Full-time Employees. Seniority of less than full-time employees is based on the number of hours worked (including paid leave time). A separate seniority list for less than full-time unit members shall be maintained by the Office of Human Resources; Human Resources shall provide the Pro-Tech a copy of the seniority list on an annual basis.

Article 8 **Compensation**

Section 1. Working In a Higher Classification.

A. Bargaining Unit Members who are temporarily assigned to perform the full duties of a higher classification in the unit shall receive a minimum seven (7%) percent salary increase, effective the eleventh (11th) working day excluding vacation time. An employee may be paid this out of class premium prior to the eleventh (11th) working day for circumstances deemed appropriate solely by management.

Bargaining unit members may accept a temporary assignment to a position outside the bargaining unit for up to a maximum of twelve (12) months. The employee shall receive a minimum salary increase of seven (7%) percent. In the event the employee is supervising unit members during the out of class assignment, he/she shall not be covered by the terms of this labor agreement, will not accrue unit seniority for the period of this supervisory assignment, and will discontinue receiving ProTech benefits. Upon return to the ProTech unit from this supervisory out of class experience, the employee will begin receiving ProTech benefits and seniority; the effect of this transaction will be a loss of ProTech seniority only for the time spent supervising ProTech employees.

Section 2. Pay Change Upon Promotion or Reclassification. An Employee who is promoted within the bargaining unit or whose position is reclassified upward will be placed on the lowest step in the new range which provides him/her a minimum pay increase of seven (7%) percent, except that an employee will not be paid in excess of the top of the new pay grade.

<p>EXAMPLE: An employee earning \$40,000 would be placed on the step in the new pay range equal to \$42,800 or, if there is not a step paying \$42,800, to the first step immediately greater than \$42,800.</p>

Section 3. Pay Change Upon Demotion or Downward Reclassification

A. **Downward Reclassification.** When an employee's position is reclassified downward, his/her pay will be aligned to the step in the new grade which is closest to the employee's current salary. If the closest step is less than the employee's current salary the employee will be placed into the next highest step. If there is no step comparable to the employee's current salary the employee will be placed at step 8 of the new grade.

B. **Layoff/Bump.** In the event an employee bumps into a lower graded position, his/her salary will be frozen at the time of bump through the end of the fiscal year. At the beginning of the next fiscal year, he/she will be placed on the step of the new pay range closest to his/her frozen pay rate. This may result in a reduction of pay.

C. Voluntary Demotion. When an employee voluntarily transfers to a position in a lower pay grade, he/she will be placed on the step of the lower pay range closest to his/her former pay rate. This may result in a reduction of pay.

D. Involuntary Demotion. In the event an employee is involuntarily transferred into a lower graded position as a result of discipline/poor performance evaluation, his/her pay will be adjusted as provided in paragraph C above, titled "Voluntary Demotion." Such involuntary demotion shall be for just cause. In the event an employee is involuntarily transferred into a lower graded position for reasons other than performance or discipline, he/she shall be treated as provided in paragraph A above, titled "Downward Reclassification."

Section 4. Overtime/Compensatory Time. The College and the Union recognize that, by virtue of the composition of the bargaining unit, employees covered by this agreement are exempt from the Fair Labor Standards Act (FLSA). However, for ease of administration, unless provided otherwise in this Article, compensatory time shall be administered under the regulations applicable to public sector employees covered by FLSA.

A. Overtime is time worked in excess of forty (40) hours in a week except as provided in Article 15, Section 3, entitled "Flex Schedule". Paid leave time shall be counted as work time in determining eligibility for overtime and/or compensatory time. Overtime and/or compensatory time is scheduled and assigned by management and must be pre-approved by the immediate supervisor using the Departmental Approval and Data Entry Form. To ensure proper payment, overtime must also be recorded on the payroll sheet. Overtime which was not scheduled, assigned or pre-approved by management will only be paid at the discretion of management.

B. Compensation for overtime will be paid at time and a half (1½). Compensation may be in the form of pay (paid through the normal payroll procedure) or compensatory time, as determined by the College. If paid through the normal payroll procedure, the payment will be one and one-half (1½) times the employee's regular rate of pay for each hour worked. If paid in compensatory time, the employee will be credited with one and one half (1½) hour for each overtime hour worked. Payment for overtime amounts of less than a full hour may also be made at the same time and one half rate (1½).

<p>EXAMPLE: 2.5 overtime hours worked would be paid at 3.75 hours of pay or 3.75 hours of comp time.</p>

C. Compensatory time may be accrued up to a maximum of two hundred and forty (240) hours; this represents one hundred and sixty (160) hours worked, accrued at the rate of one and one half (1½) hours for each actual hour worked. Overtime hours worked over this maximum shall be paid through the normal payroll procedure.

D. Employees who leave the bargaining unit to accept a transfer or promotion into the Exempt or S&M employee groups will be paid the balance of their compensatory time bank on the day prior to their transfer. Such payment of hours will be made at their Pro Tech pay rate.

E. Upon resignation, termination, retirement, or death the employee (or beneficiary as indicated on the MCC “Designation of Beneficiary Form”) will be paid for all accumulated compensatory time.

Section 5. Overtime/Compensatory Time for Less than Full-Time Employees. Hours worked by less than full-time employees beyond their regular schedule, up to forty (40) hours in a week, must be paid at the employee’s regular hourly rate (paid through the normal payroll procedure) and cannot be earned as compensatory time. Overtime is only paid for hours worked or paid in excess of forty (40) in a week.

EXAMPLE: A less than full-time employee whose regular weekly schedule is 24 hours works 45 hours in a given week. The employee must be paid for the first 40 hours at their regular rate. The additional five (5) hours are paid at time and a half (7.5 hours), and may either be paid through the normal payroll procedure or credited as compensatory time at the discretion of the employee’s supervisor, consistent with the provisions of Section 5 above.

Section 6. Emergency Situations

A. Emergency Closure

1. Bargaining unit members will not suffer a loss in pay when the College or a site is closed due to an emergency situation such as weather, fire, mechanical failure.
2. Leave use will be adjusted for persons on an approved paid leave such as sick leave, vacation, personal business when there is an emergency closure (leave time is not charged when the College or work site is closed). (*per LOA 11/16/17*)
3. No premium or additional leave is provided to employees attending an event that is wholly or partially focused on professional development (training, conference, seminar, workshop, etc) when the College or their work site is closed due to an emergency event.
4. If a single building or portion of a building (including a site location) is closed due to an emergency event, Management will attempt to relocate employees so that they can continue to work. If relocation is not feasible, the employee will not suffer a loss in pay.
5. Whether a grant-funded employee receives any pay at all or any “extra” pay in the event of an Act of God day is determined by the Grant Manager.

B. Premium For Work Performed During Emergency Closure:

1. Employees required by Management to report to a work site that is closed due to an emergency condition in order to perform necessary emergency or deadline-required duties will receive additional compensation in the form of an additional hour of pay for each hour of work performed during the emergency closure.
2. This additional hour compensation is also paid:

- a. To employees who are required by their supervisor to represent the College at off-campus business meetings or events during the emergency closure to a maximum of eight hours for each business day.
 - b. In the event the employee begins working at his/her work site before the decision is made to close due to an emergency event. In such event, premium is not paid beyond the time the employee learns that the work site is closed.
 3. With the exception of B.2.b above, the requirement to report for work must have the prior approval of an Executive Cabinet Member.
 4. The premium is paid as wages and cannot be received in the form of “banked hours” such as compensatory time.
- C. **Emergency Call-In.** All Pro Tech employees shall receive a minimum of two (2) hours pay when requested to report for work outside their regularly assigned shifts unless such work shall occur immediately preceding or immediately following their regularly assigned shifts.

Section 7. Shift Differential. When a full-time employee’s regular schedule requires them to work after 8:00 P.M., he/she will be paid a shift differential of 45 cents (\$0.45) per hour for all hours worked on each day where the work day extends beyond 8 P.M. Shift differential will not be paid for paid time off such as vacation, holidays, personal business, sick and emergency.

Section 8. Longevity Allowance.

A. Each full-time employee covered under this agreement shall receive a longevity allowance as follows:

1. After ten (10) years of continuous service to the college, a lump sum payment of Five Hundred (\$500.00) Dollars annually.
2. After fifteen (15) years of continuous service to the college, a lump sum payment of Six Hundred (\$600.00) Dollars annually.
3. After twenty (20) years of continuous service to the college, a lump sum payment of Seven Hundred (\$700.00) Dollars annually.

B. The initial payment will be made in one lump sum in December if the employee's anniversary date falls on or before July 1 of a given calendar year. If the employee's anniversary date is after July 1 of a given year, the initial longevity payment will be made in December of the following year. After the initial longevity payment has been received, the payments will be made in December of each year thereafter. Payment will only be made to individuals in the Unit and active on the payroll as of the date of payment.

C. If an employee is eligible for longevity, he/she shall be paid the amount earned regardless of leave status (including being on long-term disability) except that employees who have been in an unpaid status for one or more years as of November 30 will not receive

the annual longevity payment. Eligibility for longevity ends upon separation from employment.

D. Less than full-time employees are not entitled to receive longevity pay. If the less than full-time employee becomes full-time, the total hours accumulated while working as a less than full-time employee would be counted as service credit in determining eligibility for longevity. Each 2080 hours worked as a less than full-time employee shall be counted as a year of service when determining eligibility.

E. Calculation of Payment.

1. Longevity payments are made on the basis of past service.
2. Payments will not be prorated.
3. Unpaid leave time does not count toward longevity service credit.
4. An employee must work at least seventy-five (75%) percent of a fiscal year to qualify for payment of longevity benefits applicable to said fiscal year. Work time will include any paid leave time.

Section 9. Wage Adjustments During Term of Agreement.

- A. Effective 7/1/18, the salary scale at Appendix A includes an increase of 2% over the salary scale in effect on June 30, 2018.

If during the term of the agreement Exempt employees receive an across the board increase or lump sum payment, unit members will receive the same increase or lump sum prorated for part-time status employees based on Benefit Eligibility Factor (BEF). If Exempt employees receive an across the board increase that exceeds the 2018/19 negotiated increase, unit members will also receive the difference between the Exempt increase and the negotiated increase. *(MCC Board Ratified 6/25/18)*

- B. A proportional allocation of half of funds unspent in the General Fund (GF) contingency at year end will be distributed to the unit (account number 01-20020-25711). The proportional allocation to the unit will be determined in relationship to total compensation. For example, if the Pro Tech GF total compensation is eight (8%) percent of GF total compensation, then eight (8%) percent of half of the unspent contingency will be made available to the unit for distribution to employees. FY 11-12 proportional data will be used in allocating funds during the term of the agreement. Notice of the availability of funds will be provided to the Union no later than November 30. The Union will determine how the funds are allocated to individual employees but payments will only be made to individuals in the unit and active on the payroll as of December 1. Payments of less than Forty (\$40) Dollars per employee will

not be distributed. Management does not anticipate, and the Union acknowledges, that it is highly unlikely that any payment will be made under this section for the duration of the contract given the fiscal condition of the College.

Section 10. Flexible Spending Accounts: All bargaining unit members are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account allows for use of pretax dollars for health expenses not covered by insurance, as defined by the IRS. The Dependent Care Spending Account allows for use of pretax dollars to pay for dependent care expenses. Funds forfeited by employees in their individual flexible spending accounts at year end will be utilized by the College to offset benefit costs in the subsequent year.

Article 9 **Benefits - General**

Section 1. Benefit Eligibility for Less than Full-time Employees. An employee who regularly works twenty (20) or more hours per week and at least thirty-nine (39) weeks per year shall receive proportional benefits based on their benefit eligibility factor, which is determined by using one of the following calculations:

A. Benefit Eligibility Factor as of the Effective Date of Less than Full-time Employment. Because the less than full-time employee has not yet worked, the initial benefit eligibility factor is an estimate. This is determined by multiplying the number of hours per week the employee is scheduled to work by the number of weeks scheduled to work, and dividing the total by 2080 (the total number of hours a full-time employee works). This estimated benefit eligibility factor will continue to be used until the less than full-time employee has worked a full fiscal year.

EXAMPLE A: You are hired as a less than full-time employee on January 4, 2003. Your supervisor anticipates that you will work thirty (30) hours per week, forty-two (42) weeks per year, for an estimated total of 1260 hours per year. The benefit eligibility factor is determined by dividing 1260 by 2080. Your benefit eligibility factor beginning on your hire date through June 30, 2004 is 0.60.

B. Benefit Eligibility Factor as of July 1 after first full Fiscal Year. The benefit eligibility factor for less than full-time employees is recalculated at the beginning of each fiscal year after a full fiscal year has been worked. This is determined by dividing the total number of hours actually worked during the previous fiscal year and dividing the total by 2080 (the total number of hours a full-time employee works).

EXAMPLE B: As a less than full-time employee, you worked a total of 1352 hours between July 1, 2003 and June 30, 2004. The benefit eligibility factor is determined by dividing 1352 by 2080. Your benefit eligibility factor for the fiscal year beginning July 1, 2004 is 0.65.

Section 2. Effect of Termination Upon Fringe Benefits. Any employee who resigns or whose employment is otherwise terminated (including but not limited to separations identified in Article 7, Section 1.D and Article 20) will no longer be entitled to any fringe benefits; provided, however, this section shall not be construed to prohibit individual purchases of benefit extensions upon retirement. Individual purchases are subject to the terms and conditions of the respective insurance carriers and may be subject to an MCC administrative cost.

Section 3. Eligible Dependents. An eligible dependent includes an employee's spouse while not divorced or legally separated from the employee and/or each of the employee's unmarried children who is a dependent within the meaning of the Internal Revenue Code of the United States, to age Twenty-five (25), unless specified otherwise in a specific benefit plan document.

The definition above is applied to the following sections of this Collective Bargaining Agreement when referring to eligible dependents:

- A. Article 10, Section 2 “Hospitalization and Medical Insurance”
- B. Article 10, Section 7 “Dental Insurance”
- C. Article 10, Section 9 “Vision Insurance”
- D. Article 14, Section 2 “Mott Tuition Waiver”

Article 10 **Benefits – Insurance Protection**

Section 1. Group Life Insurance. Group life insurance protection shall pay to the full-time and less than full-time staff member's designated beneficiary the sum of Thirty-Five Thousand (\$35,000) Dollars upon death and, in the event of accidental death, a sum not less than twice the specified amount. Full-time and less than full-time employees shall be covered until the end of the month in which he/she reaches age seventy-five (75), and both full-time and less than full-time employees' coverage will be reduced by fifty (50%) percent in the month after he/she reaches age seventy-five (75).

If a sufficient number of employees, as determined by the carrier, desire optional life coverage, the College will make it available at the employee's expense. Monthly premiums will be determined by the carrier, with premiums to be paid through payroll deduction.

Section 2. Hospitalization and Medical Insurance. The Union may choose a carrier or the health insurance option recommended by the Health Benefits Task Force (HBTF). The HBTF will seek Request for Proposals (RFPs) at an institutional level as well as separate RFPs for the ProTech unit.

- A. Employees pay a portion of the medical premium through bi-weekly payroll deductions, as required under PA152 of 2011.
- B. Health Benefits Task Force: The Union may appoint up to two (2) representatives to participate in a task force composed of representatives from all employee groups participating in the health insurance program recommended by the HBTF. If the Union does not participate in the HBTF's recommended plans, the two (2) representatives will become non-voting members of the HBTF.

The HBTF will review utilization data and premium costs annually and will recommend plan modifications for adoption by the employee groups participating in the HBTF. As part of its charge, the HBTF will also make an annual recommendation concerning the method of premium payment under PA 152 (hard cap or 80/20). The Union will provide written notification to the College of their carrier choice and plans sixty (60) days prior to the end of the current benefit year.

- C. A part-time employee who elects coverage for him/herself or him/herself and his/her eligible dependents must pay, in addition to the full-time employee premium contribution, a prorated amount of the College's premium contribution based on their benefit eligibility factor (BEF) in effect at the time of application for the benefit, with the balance of the premium being paid by the College.
 - If an employee's BEF (percentage of full time hours worked) is .80 or greater, the employee is treated as a full-time employee and will not be required to pay anything in addition to the full-time premium.

- If an employee's BEF is less than .80, their additional premium portion will be calculated as follows, $(.80 - \text{BEF}) \times \text{College's premium contribution}$.

EXAMPLE:

Part-time employee with single coverage

BEF = .70

Full-time employee bi-weekly premium contribution = \$102.91

College's bi-weekly premium contribution = \$211.54

Employee's **additional** bi-weekly premium calculation

$(.80 - .70) = .10$

$.10 \times \$211.54 = \21.15

Employee's **total** bi-weekly premium amount

$\$102.91 + \$21.15 = \mathbf{\$124.06}$

The above scale is applicable only to the calculation of part-time employee contributions for the Medical Insurance benefit and is not applicable to any other benefit.

- D. Consistent with state and federal laws, particularly HIPAA, the College will not have access to individual medical records of employees through its hospitalization and medical insurance programs although it will have access to aggregate or consolidated data.

Section 3. Cash in Lieu of Hospitalization and Medical Insurance. Full-time bargaining unit members eligible to receive health insurance benefits may elect to waive health insurance coverage and receive Three Hundred (\$300) Dollars per month for every month they are considered eligible. To be eligible for cash payment, employees must sign a document stating that they have other health insurance coverage and indemnifying the College from any liability in connection with medical costs. Less than full-time bargaining unit members are not eligible for this benefit.

Section 4. Layoff and Worker's Compensation.

A. Layoff. Full-time and less than full-time employees will continue to have hospitalization and medical insurance elected by the employee as described in Section 2, for a maximum of one (1) month following the last day of the month in which the layoff occurred, provided they continue to pay their portion of the premium during that time. .

B. Workers' Compensation. The hospitalization and medical insurance program elected by the employee as, described in Section 2, shall be paid for each full-time employee and his/her family up to a maximum of six (6) months from the date said employee begins receiving workers' disability compensation payments. The less than full-time employee and his/her family shall also continue to receive coverage for a maximum of six (6) months, provided they continue to pay their portion of the premium during that time.

Section 5. Long Term Disability.

A. Long Term Disability Insurance. The College shall provide without cost to the full-time and less than full-time employee, a long-term disability plan to age seventy (70), in accordance with governmental rules and regulations on age discrimination. The full-time and less than full-time employee will receive sixty-six and two-thirds (66 2/3%) percent of salary for sickness or accident, with a ninety (90) calendar day waiting period and preexisting conditions waiver. The amount of reduction in long-term disability benefits resulting from Social Security payments will be calculated when disability benefits begin; and then, for the purposes of the plan, the amount of such Social Security benefits shall be "frozen." Any later legislative changes increasing Social Security old age, survivors, and disability insurance benefits will not be used to further reduce the long-term disability benefits. Any sick days remaining after the waiting period shall be retained by the staff member for their use upon return to work and for the determination of terminal leave payments if qualified. Mental/nervous conditions, alcoholism, drug abuse will be treated the same as any other illness.

B. Group Life Insurance During Long Term Disability. In the event of long-term disability, extension of the group life insurance coverage shall continue as outlined in Section 1, until that point in time where the employee becomes eligible for Medicare.

C. Hospitalization and Medical Insurance During Long Term Disability. In the event of long-term disability, extension of the hospitalization and medical insurance coverage shall continue as outlined in Section 2, until that point in time where the employee becomes eligible for Medicare, provided the employee continues to pay their portion of the premium during that time.

Section 6. Disability: Full-time bargaining unit members who are unable to work due to disability or illness and who have been on an extended medical leave for a minimum of three years are entitled to free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees).

Eligible dependents (as defined by the Internal Revenue Service) of bargaining unit members who meet the criteria above are eligible for free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees).

Section 7. Dental Insurance. Effective 7/1/15, the College provides dental coverage for regularly assigned full-time employees and their eligible dependents (See Article 9, Section 3). The dental plan provides 100% coverage for preventative services and 80% coverage for specified services, including implants, up to a maximum of Two Thousand (\$2,000) Dollars per calendar year per person, with the exception of orthodontic services which is a lifetime maximum of One Thousand Five Hundred (\$1,500) Dollars for covered individuals up to age nineteen (19).

Less than full-time staff members who elect coverage must pay a prorated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time member's portion of the

premium will be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes, and/or when the premium rate changes for the rest of the bargaining unit. (See Article 9, Section 1 for benefit eligibility factor calculation rules.)

Section 8. Liability Insurance. The College shall provide, without cost to the staff member, liability insurance in the amount of up to Five Hundred Thousand (\$500,000) Dollars for Pro-Tech full-time and less than full-time staff members.

Section 9. Vision Plan. Effective 7/1/15, the College provides vision coverage for regularly assigned full-time employees and their eligible dependents (See Article 9, Section 3). The vision plan provides 100% coverage for in network exams, lenses and medically necessary contacts. In network frames are covered at \$65 plus 20% off remaining balance. In network cosmetic contacts are covered at \$125 plus 10% off remaining balance.

Less than full-time staff members who elect coverage must pay a prorated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time member's portion of the premium will be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes, and/or when the premium rate changes for the rest of the bargaining unit. (See Article 9, Section 1 for benefit eligibility factor calculation rules.)

Section 10. Supplemental Insurances

- A. Supplemental Life Insurance: Employees may purchase, at their expense and through payroll deduction, additional life insurance from the College vendor for life insurance. Terms and conditions of such supplemental life insurance are determined by the carrier.
- B. Supplemental Disability Insurance: Employees may purchase, at their expense and through payroll deduction, additional disability insurance from AFLAC. Terms and conditions of such supplemental disability insurance are determined by AFLAC. The College neither endorses nor recommends this supplemental insurance.
- C. Disputes Related to Supplemental Insurances: Any and all transactions and disputes concerning supplemental insurance described in this Section 10 are between the employee and the carrier and are not subject to the grievance process. Management representatives of the College have no obligation to assist employees in any way in connection with supplemental insurance described above.

Article 11
Benefits – Paid Time Off

Section 1. Paid Vacation

A. Accrual of Time:

1. Full-time employees. Employees working fifty-two (52) weeks per year and forty (40) hours per week shall be credited vacation hours on a monthly basis using Columns a and b in Schedule 1 shown on the following page.

2. Less than full-time employees. Employees working at least thirty-nine (39) weeks per year and twenty (20) or more hours per week shall receive vacation credits consistent with their Benefit Eligibility Factor. When initially hired, the less than full time employee will receive a prorated amount of vacation based on their BEF and the number of months remaining in the fiscal year. Subsequent to this initial allocation, prorated vacation is posted to the employee's leave bank once annually during the month of July. For positions that are scheduled less than fifty-two (52) weeks per year, employees must use vacation during the weeks they are not scheduled to work, except in extenuating circumstances with their supervisor's approval. Please note, in accordance with Article 9, Section 1(b), this time is not counted for purposes of determining the Benefit Eligibility Factor.

As a less than full-time employee, the amount of vacation you earn follows the schedule (shown in Schedule 1 on the following page), but must be pro-rated based on your benefit eligibility factor during the previous fiscal year:

EXAMPLE: Determining vacation accrual until less than full-time employee works a complete fiscal year. An employee is hired on January 1 and will work a schedule of twenty (20) hours per week. Since six (6) months remain in the fiscal year, she will receive twenty (20) hours of vacation. This is calculated by taking eighty (80) hours (which is what a full-time employee accrues over the course of a year) and multiplying that by .5 (twenty (20) hours per week, or half of a full-time schedule) and finally multiplying that by .5 (six (6) months, or half of a fiscal year remain).

After the employee works a complete fiscal year, the employee will have his/her accrual determined by actual hours worked during that year. For example, the employee works 1040 hours over the course of the fiscal year. Since a full-time employee works 2080 hours each year, the employee will receive half the vacation that a full-time employee would receive.

A reduction in accumulated vacation time will be made for employees who separate from employment on a date other than June 30. The purpose of the reduction is to

provide the employee only those vacation hours for the current fiscal year which they would have earned with a monthly accrual. This adjustment may result in a debt owed by the employee which will be paid from other funds due the employee at separation.

3. An increase in vacation eligibility is based on years of completed continuous service with the College. Less than full-time employees must complete the same number of hours as full-time employees to be eligible for additional vacation. Column (d) of schedule 1 shows the total number of hours you must work to advance to the next level of vacation accrual. The actual amount of vacation you will receive, however, is based on your Benefit Eligibility Factor (see Article 9, Section 1).

EXAMPLE: As a less than full-time employee, you work thirty (30) hours per week, forty-two (42) weeks per year, which totals 1260 hours per year. Assuming you continue to work that same number of hours and weeks per year, your total hours worked after five (5) years will equal 6300. As Schedule 1(d) shows, you must work 10,400 hours before you are eligible for an increase in vacation credit. As a less than full-time employee working a total of 1260 hours per year, it will take you 8.2 years to accumulate 10,400 hours and therefore be eligible for additional vacation.

- SCHEDULE 1 -

YEARS OF SERVICE (For Full-Time) (a)	MONTHLY VACATION ACCRUAL RATE (b)	TOTAL HOURS OF VACATION EARNED PER YEAR (c)	EQUIVALENT TOTAL HOURS OF SERVICE (For Less than Full-Time) (d)
Less than five (5) completed years	6.66	80	Up to 10,399
Five (5) completed years	10	120	10,400 - 20,799
Ten (10) completed years	13.33	160	20,800 and over

B. Use of Accrued Time. Vacation days may not be taken until accrued. Any vacation time accumulated in excess of twice the annual accrual will be forfeited. Under extenuating circumstances, an appeal may be made to the College’s Senior Human Resources Manager through the immediate supervisor.

C. Holidays Occurring During Vacation. Holidays identified in Section 4 below are to be considered as a right and if one falls during a vacation period, it is not counted as a vacation day.

D. Payment for Vacation. Upon resignation or termination for reasons other than gross misconduct, an employee will be paid for all accumulated vacation. This will be paid at the employee's rate of pay at the time of their resignation or termination.

E. Vacation Cash Out. Once annually (per fiscal year) the employee may be paid for up to one half of his/her annual vacation allowance provided the employee's vacation balance is sufficient to cover the payment. Employees may decide how to utilize such payments (for example, defer into a 403b or 457 account, take as cash, place into HSA). This creation of this option is made consistent with the Health Benefits Task Force conversation regarding negotiations as a vehicle for addressing the needs of financially strapped employees in connection with required employee contributions to premium under PA 152.

Section 2. Personal Business. Personal business hours shall be credited to each employee as follows:

A. Full-time employees. Employees working fifty-two (52) weeks per year and forty (40) hours per week shall be credited with forty (40) hours (five (5) days) at the beginning of each fiscal year.

B. Less than full-time employees. Employees working at least thirty-nine (39) weeks per year and twenty (20) or more hours per week shall be credited with a pro-rated amount of personal business leave credits at the beginning of each fiscal year. This prorated amount is determined by multiplying your benefit eligibility factor by 40 (the credit for full-time employees). (See Article 9, Section 1 for benefit eligibility factor calculation rules.)

Less than full-time employees cannot take or redeem personal business hours to provide for an increase in benefits.

C. Personal business hours are to be used for matters which cannot be scheduled outside of regular business hours. Personal business hours may be used at the employee's discretion with the supervisor's approval.

D. Personal business hours do not accumulate. Unused personal business hours shall be converted to sick leave at the end of each fiscal year. Personal business hours shall also be converted to sick and emergency leave upon the employee's death. These converted sick and emergency hours may be eligible for payment according to Article 20, Section 3(C), titled "Death of Employee."

Section 3. Sick & Emergency Leave

A. Annual Credit. Sick and emergency leave shall be credited annually to each employee as follows:

1. Full-time employees. Employees working 52 weeks per year, 40 hours per week shall be credited with twelve days (96 hours) at the beginning of each fiscal year.

2. Less than full-time employees. Employees working at least thirty-nine (39) weeks per year and twenty (20) or more hours per week shall be credited with a prorated amount of sick and emergency leave credits at the beginning of each fiscal year. This prorated amount is determined by multiplying your benefit eligibility factor by 96 (the sick and emergency leave credit for full-time employees). (See Article 9, Section 1 for benefit eligibility factor calculation rules.)

The use of sick and emergency leave credit cannot exceed the number of hours per week that you are regularly scheduled to work. Less than full-time employees cannot take or redeem sick and emergency leave hours to provide for an increase in benefits.

B. Accumulation. There is no ceiling to the number of unused sick leave hours an employee can accumulate during his/her employment under this Agreement.

C. Accrual During Leaves of Absence. No employee shall forfeit accumulated sick and emergency leave days during approved leaves of absence. No employee shall accumulate sick and emergency leave during any leave of absence. Sick and emergency leave accumulated prior to a leave of absence shall be credited upon return.

D. Payment of Unused Accumulated Sick and Emergency Leave. Upon retirement from the College, an employee shall be paid for unused accumulated sick and emergency leave up to a maximum of thirty (30) days at his/her regular rate of pay and up to fifteen (15) days at 50% of his/her regular rate of pay. (*MCC Board Ratified 6/25/18*).

E. Effect of Layoff. All seniority, sick and emergency leave accumulated prior to an employee being laid off will be restored upon the employee being recalled.

F. Use of Annual and Accumulated Sick Leave Days. Annual and accumulated sick leave days shall be used either for personal illness or emergencies, as defined below; provided that an employee shall be eligible to use such days while on a leave of absence. All employees shall be credited with and use their annual accumulated sick and emergency leave allowance provided that:

1. The employee notifies his/her supervisor that he/she will be unable to report because of personal illness, death or serious illness in his/her immediate family.
2. Upon returning to his/her duties, the employee complies with all the requirements of this sick and emergency leave policy.

G. Proof of Illness. The College may request a doctor's certificate from an employee who uses illness as a reason for absence. Upon an employee's return to work after an illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. In cases where an employee frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the College.

H. Emergency Use. An employee may use his/her accumulated sick leave to receive pay for the following absences, subject to supervisory approval:

1. Absence due to the death of a member of the immediate family for a period not to exceed five (5) working days. Immediate family will mean: husband, wife, father, mother, step-parent, brother, step-brother, sister, step-sister, son, daughter, step-child, foster child, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin, and next of kin in the event the employee has no living immediate family.
2. Absences due to the serious illness of any person listed in Section H(1) above for a period not to exceed five (5) working days. In case of quarantine, the time allotted shall be for the duration of the quarantine or for the accumulated sick and emergency leave days, whichever is the shorter period of time. Proof of their illness may be required by the College.
3. When serious illness of a member of the family is immediately followed by death, the leave provided in Section H(2) may be extended; provided that the total thereof shall not exceed ten (10) working days.
4. Use of an employee's accumulated time for paid emergency leave days in excess of the limitations herein contained may be granted by JUMP.

I. Emergency Leave Form. An emergency leave form shall be completed by the employee and submitted to the employee's supervisor upon return to his/her duties after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

J. Sick Leave Bank.

1. Any Pro-Tech bargaining unit member may, by written request, transfer a portion of his/her sick leave days to the sick and emergency leave bank, provided the donation will not drop his/her sick leave balance below Five hundred twelve (512) hours. Members who have transferred into the Pro-Tech bargaining unit from another unit may only donate an amount equal to the number of days they have accumulated as a Pro-Tech bargaining unit member, less any days used as a Pro-Tech bargaining unit member.
2. Sick leave may be granted from the bank to any Pro-Tech bargaining unit member on the basis of disability without regard to other factors such as performance or previous disabilities, if the following two criteria are met:
 - a. The employee has exhausted all other available paid leave, including sick, vacation, personal business and compensatory time.
 - b. The employee experiences one of the following qualifying events:

- An illness or injury that qualifies him/her for long term disability insurance benefits, and he/she is in the waiting period for those insurance payments to begin.
- A catastrophic or hardship request is approved with the consensus of the JUMP team, provided the supervisor has approved the leave. Catastrophic/hardship events are approved on an individual basis and are not precedent setting.

3. A written request for sick leave time from the bank shall be made by an employee or by his/her representative to the Pro-Tech President and must be accompanied by the statement of a physician setting forth the nature of the disability, prognosis and expected duration of incapacitation. If the criteria listed in Section 2 above is satisfied and the physician's statement described in this section is provided, the request will be approved and forwarded to the Office of Human Resources for processing. If the sick bank donation is requested for a catastrophic/hardship event, the Pro-Tech President will arrange for this request to be considered by JUMP at either the next regular meeting or a special meeting.

4. During the first five (5) years of Pro-Tech employment, members are eligible for sick leave donations from the sick leave bank equal to the cumulative amount of Pro-Tech sick leave they have personally been allocated, less any donations from the Pro-Tech bank previously received. They must satisfy the regular eligibility criteria for sick leave bank donations. JUMP may make exceptions to this on a non-precedent setting basis.

5. When an employee returns from a leave of absence, any remaining donated sick time will be returned to the Pro-Tech sick bank.

6. The Office of Human Resources shall maintain a record of transaction activity and the balance in the sick leave bank. This report will be provided to the Union President each time there is a transaction.

7. The Sick Leave Bank Balance may not exceed 3000 hours at any given time.
(MCC Board Ratified 6/25/18)

Section 4. Paid Holidays

A. Employees shall be paid for the following holidays when they fall within a work week in which the employee is regularly assigned to work: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Martin Luther King Day. Employees shall also be paid for the Christmas/New Year break as outlined in the calendar at Appendix B-4. When, in response to the operational needs of the College, management requires all bargaining unit members to work a scheduled holiday (as, for example, has occurred during the Christmas holiday season), such day(s) shall be rescheduled to be taken before the end of the fiscal year. The scheduling of such days is between the employee and their immediate supervisor.

B. When individual employees are assigned or called in to work a scheduled holiday, they shall be paid, in addition to holiday pay, overtime pay in accordance with the provisions of Article 8 of this Agreement.

C. Less than full-time employees will be paid based on the hours they are regularly scheduled to work when the College closes to observe a holiday.

EXAMPLE: If Independence Day falls on a Tuesday, and an employee is regularly scheduled to work six (6) hours on Tuesday, that employee will receive six (6) hours of pay for the Independence Day holiday.

For the Christmas/New Year break, less than full time employees who have worked during the Fall Semester and are scheduled to work during the Winter Semester will receive pay for the hours they would otherwise have worked based on their regular schedule for the Fall Semester.

D. Condition for Paid Holiday. To be paid for a holiday, the employee must have been on paid status the work day before and the work day after the holiday. An employee is in a paid status when they have worked or are using paid leave time.

Full time employees who are scheduled to work fifty-two (52) weeks per year but do not work the standard working week will be provided an equivalent number of hours off for holidays, but must also work the same number of hours as regular full time employees. For example, an employee working four ten-hour days Monday through Thursday only works thirty (30) hours on the week of the Martin Luther King holiday, whereas regular full timers work thirty-two (32) hours. The employee and supervisor are required to determine how these “lost” two (2) hours will be made up; a charge to the employee’s balance of vacation or personal business banks or to the employee’s compensatory time balance or working an additional two (2) hours some other time are examples of how the lost time can be made up. Alternatively, at Thanksgiving, this employee would work thirty (30) hours (Monday, Tuesday and Wednesday, ten (10) hours each) whereas regular full timers only work twenty-four (24) hours. In this case, the employee is “owed” six (6) hours which could be a reduction in hours worked or crediting a leave bank or compensatory time bank. In the event the employee and supervisor cannot agree on how time is made up or compensated for, JUMP will decide.

Section 5. Jury Duty and Court Service

A. When an employee is called for jury service, he/she shall give his/her supervisor notice, and he/she shall be given an approved absence with pay. All juror's fees, except for mileage allowance received by the employee shall be paid to the College. However, a second or third shift employee who works his/her full shift in addition to serving jury duty shall retain the full juror’s fees.

B. If a first shift employee can return to work for two (2) hours or more, then he/she is required to report to work for the duration of their shift following release from jury duty. Second and third shift employees who are excused from jury duty on or before noon are required to report to work at the beginning of their shift.

C. When an employee is subpoenaed to serve as a witness in a court action involving the College or arising out of his/her employment, he/she shall receive his/her regular pay for the time required for such court appearance during regular College hours.

D. Any witness fees, except expert witness fees, resulting from court service, shall be paid to the College minus any legitimate documented expenses.

E. Time off duty under this section shall not affect accumulated sick, personal business, or vacation days.

Section 6. Military Leave

A. Military Training. Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, is called for training, he/she shall be paid the difference between his/her regular salary and the allowance including base pay of the State of Michigan or other governmental authority, if such difference be less than he/she would receive for a comparable time worked for the College, provided that the total period of such service does not exceed two (2) calendar weeks in a single calendar year. Before such payment shall be made, the employee shall file in the Office of Human Resources a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

B. Expanded Military Leave. Full-time employees ordered to active military duty other than the annual training obligation or initial period of basic and advanced training will be paid the difference between their Mott Community College base pay and their military pay for up to 52 weeks.

The amount of the military differential pay is the difference between:

- (a) The employee's rate of pay immediately prior to the beginning of the military leave, and
- (b) All military wages and allowances earned for the period of active duty other than reimbursement of expenses (for example, travel reimbursement).

To be eligible for military differential pay, an employee must meet all of the following requirements:

- (1) Be a full-time, non-probationary employee covered by this Agreement when called to active duty;
- (2) Provide the HR Office with copies of the active military duty orders prior to the military leave;
- (3) Provide documentation of military pay and allowances received prior to the

- military leave; and
- (4) Provide proof of honorable service within 60 days of completing the active military duty.

If the military pay is less than the employee's regular base pay from Mott Community College (grade and step on salary chart), the College will pay the difference to the employee for the qualified period of active duty service, and be reflected as W-2 wages. If the military pay is greater than the employee's regular pay from Mott Community College, no payment is due the employee. Any differential pay will be calculated and determined prior to the military leave. Differential pay will be paid bi-weekly according to the College's normal payroll schedule during the military leave.

If the employee is unable to provide HR with proof of honorable service after their military leave (as stated above in (4), the employee will reimburse the College for any differential pay received from the College. The College is authorized to initiate payroll deductions to satisfy this debt.

An audit and reconciliation of military versus Mott pay will be conducted at the end of the period of military service. Any amount due the employee will be paid as soon as practical and any amount owed the College by the employee shall be repaid by payroll deduction or in a lump sum at the choice of the employee. The period of repayment shall not exceed six months.

Section 7. Paid Study Leave. Paid study leaves for purposes of professional development, such as a specialized training program, may be granted to a member of the bargaining unit provided such leave contributes toward the member's effectiveness and value to his/her current position. Paid Study Leaves may also be granted for professional development opportunities that contribute to a management approved career goal with the College. Paid Study Leave is not appropriate when management is requiring the employee to attend training. The criteria and conditions for Paid Study Leaves are as follow:

- A. Individual leaves shall not be for more than seventy-five (75) working days over the course of a fiscal year.
- B. These leaves cannot be used for professional development opportunities of ten (10) working days or less.
- C. The employee shall be paid their regular salary and benefits during the leave.
- D. Approval of the leave is at the discretion of the employee's supervisor and management. In making this decision, the supervisor and management will consider factors including, but not limited to: availability of funding, the financial impact of the leave, the return on investment, and the College's ability to cover the employee's work load with available resources during the leave.

Example: An employee expresses interest in attending a training program to gain skills necessary to implement a new program. After discussing this training with his supervisor, the supervisor determines there is sufficient departmental funds available to hire a temp to cover the employee's work duties during the twelve (12) week leave of absence, and, therefore, approves the employee for a Paid Study Leave.

E. An employee must remain employed by the College for three (3) years upon completion of the Paid Study Leave, or he/she will be subject to reimbursing the College for costs related to the leave, such as paid time off to attend and any other costs related to the training program. During this three (3) year period, the amount owed to the College will be prorated for each year of service completed after the Paid Study Leave is finished. Each year of employment completed will remove thirty-three (33%) percent of the employee's liability for the cost of the leave. The College is specifically authorized to initiate payroll deductions once the employee provides notice of resignation. The employee is responsible for any balance owed to the College after the payroll deduction is made. The obligation to continue employment for this three (3) year period ceases in the event of death or permanent disability.

Example: An employee is approved for a twelve (12) week Paid Study Leave to attend a specialized training course in a computer programming language to assist faculty in developing a new academic program. The fees for the training cost \$4,000 and the total compensation cost for twelve (12) weeks of salary and benefits cost \$16,000. After completing the twelve (12) week Paid Study Leave, the employee returns to work and continues working at Mott for two (2) years and two (2) months before resigning to take a consulting job in California. The employee has completed two (2) full years of employment since her return from the study leave, and therefore is responsible for reimbursing the College \$6,600, or 33% of the total cost of \$20,000 for the Paid Study Leave.

F. An employee cannot apply for a Paid Study Leave during the three (3) years following the completion of a Paid Study Leave.

Section 8. Catastrophe Leave

A. When a natural catastrophe occurs, one (1) day's leave per occurrence may be granted without loss of pay, provided the employee notifies his/her supervisor that he/she will be unable to report to work due to the natural catastrophe. The meaning of "natural catastrophe" shall be limited to those conditions commonly termed "acts of God."

B. When an employee returns from the one (1) day catastrophe leave, he/she shall submit a Departmental Approval and Data Entry Form to his/her supervisor for approval. This form should include a description of the natural catastrophe that prevented the employee from reporting to work. The supervisor's decision as to whether such leave will be granted shall be final.

C. Any such leaves granted shall be deducted from the employee's accumulated sick and emergency leave.

Section 9. Compensable Illness and Injuries. Any employee who is absent because of injury or disease, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan worker's compensation law and his/her regular salary.

Section 10. Employee Responsibility. Employees are required to keep their supervisor's informed of their leave status, including, but not limited to advance notice of changes in the return to work date.

Article 12 **Benefits – Unpaid Time Off**

Section 1. Voluntary and Involuntary Leaves. A request for an unpaid leave of absence must be submitted by the employee in writing to his/her supervisor and the Office of Human Resources. The College, may grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the College, provided that without request, leave of absence because of physical or mental disability may be granted or implemented by the College for a period not to exceed one (1) year.

Consistent with the terms of Article 4, a position held for an employee on a leave of absence may be filled, unless an extension of up to six (6) additional months (totaling not more than twelve (12) months) has been granted. If the employee is rehired into the bargaining unit within twelve (12) months of the conclusion of his/her leave of absence, he/she shall have bargaining unit seniority and college service-driven benefits accrued at the commencement of the leave of absence reinstated.

Employees are required to keep their supervisor's informed of their leave status, including, but not limited to advance notice of changes in the return to work date.

Section 2. Extended Illness. Any employee who has been medically determined unable to perform his/her duties beyond his/her accumulated sick days or ninety (90) calendar days, whichever is earlier, will be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years. (See Article 4, Section 1 (C) and Section 10 below).

Section 3. Family Leave. An employee may request to take an unpaid leave for purposes of pregnancy, rearing of children, or adoption. Such leave may be granted for up to twelve (12) months. Should an employee during pregnancy require a medical leave, such a leave will be in accordance with Section 2 of this Article, and Article 11, Section 3(H).

Section 4. Supplemental Leave to FMLA. If, during a plan year, an employee has fully utilized his/her allowance of FMLA leave and benefits for the plan year, and the employee subsequently experiences a second situation that meets the criteria for FMLA leave, then the employee shall be granted a Supplemental Leave. During the Supplemental Leave, the employee will be provided with the same benefits he/she would have received under FMLA (including College payments toward health insurance), notwithstanding the fact that the Supplemental Leave is not an FMLA leave. The employee must satisfy the same administrative obligations for the Supplemental leave that would have been followed had the occurrence been an original FMLA qualifying event.

Section 5. Religious Holiday Leave. Three (3) days leave of absence without pay shall be granted to an employee who wishes to observe traditional and customary holidays.

Section 6. Extended Military Service Leave. Leave for extended military service will be granted in accordance with the requirements of state and federal law (for brief military service leaves, see Article 11, Section 6).

Section 7. Detached Service Leave. The College may grant without pay detached service leave with another school system, educational institution, or with an official governmental agency, including the Peace Corps.

Section 8. Unpaid Study Leave. The College may grant, upon application, leave of absence without pay not to exceed one (1) year for study, except that the College, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the administration. Decision by the College in granting or renewing such leave is final.

Section 9. Benefits During an Unpaid Leave of Absence

A. No benefit provided in this Collective Bargaining Agreement will be continued while an employee is on an unpaid leave of absence, unless otherwise provided for in this Agreement or by law.

B. Employees on approved leaves of absence shall retain all credits toward paid leave, sick and emergency leave, seniority and years of service credit accrued prior to the beginning of the leave.

C. Accrual of Vacation. When an employee finds it necessary to take a leave for which he/she is not paid, vacation will not be accrued during the period of unpaid leave.

Section 10. Notice of Returning to Work from an Unpaid Leave of Absence. An employee on leave for fifteen (15) weeks or more shall notify the Office of Human Resources in writing, not less than sixty (60) calendar days prior to the expiration of such leave whether he/she will return to employment. An employee not conforming to this requirement may have his/her employment terminated.

Article 13 **Benefits – Retirement**

Section 1. Optional Retirement Program. Effective July 25, 1997, full-time bargaining unit members that are eligible may choose to participate in MPSERS or the ORP as regulated by state law. Less than full-time employees are not eligible to participate in the ORP and are automatically enrolled in MPSERS at hire.

Informational Item: Under state law regulating school employees' retirement, employees have a single irrevocable opportunity to choose between MPSERS and the ORP. This single opportunity may occur at time of initial hire with the College or entry into the bargaining unit, depending on the employee's prior status. At the time of initial hire or entry into the bargaining unit, full-time employees have a ninety (90) calendar day election period to irrevocably opt out of MPSERS and participate in the ORP. If an employee does not provide to the Office of Human Resources written notice (using the ORP enrollment form) of his/her intent to participate in the ORP within ninety (90) days of his/her hire, he/she shall automatically and irrevocably be enrolled in MPSERS. It is important for each employee to educate him/herself on the difference between MPSERS and the ORP prior to making this irrevocable decision.

Article 14 **Benefits – Professional Development**

Section 1. Fair Consideration. The College and the Union recognize the value of highly trained professional employees who are committed to lifelong learning and are willing to shape and implement institutional change. All College employees have the responsibility to take advantage of continuing training opportunities to prepare themselves for change. The College has a responsibility to establish a climate which fosters and supports employee growth. In a situation where minimal training (40-120 hours) would be required for a Union employee to be able to perform new duties in a job, training will be made available and a structure will be devised for evaluation within a designated period of time before an employee is terminated or laid off in a job restructuring.

Section 2. Mott Tuition Waiver. In the absence of a state directive or prohibitive legislation, the Employer will provide an educational grant fund. The grant will be limited to an amount equivalent to tuition and related service fees for Mott College credit and non-credit courses for full-time employees and their eligible dependents (See Article 9, Section 3). Less than full-time employees shall receive the same benefit as full-time employees, except the amount of coverage will be pro-rated based on their benefit eligibility factor.

A. **Related Service Fees.** The educational grant does not cover the cost of books or materials. A comprehensive list of service fees that are covered by the grant can be obtained from the Accounting Office or can be accessed through both the Accounting and Human Resources sites.

B. **Verification of Status.** In order to provide verification of employee and dependency status (for purposes of State of Michigan audit and college record keeping) the employee shall process the grant through the Office of Human Resources by completing an Educational Grant Waiver & Information form.

C. **Changes in Employee Status.** Eligibility for tuition waiver is based on the employee's status at the time he/she enrolls in a class or course.

EXAMPLE: On May 1, a full-time employee enrolls in a Fall class scheduled to begin in September (four months after enrollment.) In July, the employee's status changes from full-time to part-time. The cost of the Fall class would be covered one hundred (100%) percent because the employee was full-time at the time of enrollment.

D. **Repayment.** The employee is responsible for any charges for which a student is liable if they, their spouse, or dependent does not complete a credit class with a passing grade or if the class is dropped. (A passing grade is 1.0 or above, Audit, or Satisfactory.) If a passing grade is not received by the end of the semester in which the credit class is taken or at the time grades are assigned, the appropriate charges will be applied.

E. The employee will also be responsible to repay any charges for non-credit courses under the same circumstances as if the employee were a paying customer. (For example, an employee registers for a Continuing Education class but never attends and does not drop before the deadline.)

F. Payment. Payment to the College by the employee shall be by automatic payroll deduction of equal amounts each pay period over a period of twelve (12) months. The College is specifically authorized to initiate payroll deductions once the charges have been recorded and the employee has been notified that the requirements of the Educational Grant have not been fulfilled. The employee may authorize a repayment period of less than twelve (12) months or may pay the full amount due in a single lump sum. If the repayment obligation has not been fulfilled at the time of the employee's separation from employment, the College is authorized to deduct the full remaining obligation from the employee's final paycheck. Any remaining balance will be pursued through the College's normal accounts receivable and collections processes.

G. Taking Classes During Work Hours. Subject to prior approval of the employee's immediate supervisor, employees shall be allowed to take Mott classes that are job related during their normal work hours if said classes are not offered after the employee's normal work hours. Employees who are allowed to take job-related classes during their normal work hours will be allowed to make up such hours missed during the same work week at the regular rate of pay when such hours are scheduled by the employee's immediate supervisor.

H. Post-Retirement Status. Retirees who have reached post-retirement status are eligible for the Mott Tuition Waiver as described in this section. Any balance due to the College for failure to satisfy the requirements of the waiver will be pursued through the College's normal accounts receivable and collections process.

Section 3. Professional Development Fund. Each year, the college will budget Twelve Thousand, Five Hundred (\$12,500) Dollars for staff development reimbursement for Pro-Tech members. See Appendix B-7 for guidelines on the use of this fund.

Section 4. Seminars. Employees attending seminars on the recommendation of the College may be paid their regular wage. Normal College procedures shall be followed in determining cost or reimbursement for accommodation and/or travel expenses.

Section 5. Professional Leave. Full pay may be granted to an employee to attend professional meetings or other special assignments with the approval of the supervisor, and under established procedures.

Employee expenses incurred while on approved professional leave shall be reimbursed under established procedures.

Section 6. Conference Leave. Each member of the Pro-Tech may be allowed up to ten (10) working days per year to attend conferences pertaining to the employee's specialty area with the supervisor's approval. Additional conference days (for workshops, seminars, etc.) may be provided at the discretion of the College. Requests for additional conference days shall be made to the

employee's immediate supervisor and shall be considered in extenuating circumstances only. Additional time shall be approved by the President.

Employee expenses incurred while on approved conference leave shall be reimbursed under established procedures.

Section 7. Repayment of ITS Training Costs.

- A. ITS employees who receive training at the expense of the College are required to pay for the cost of such training if they leave employment within three (3) years of completing the training. Training under this agreement means technical skills acquisition or development and does not include conferences and soft skill training.
- B. Repayment is required only for each training event where the cost of the training is \$1,500 or more (employee is not required to repay travel, meals, lodging).
- C. Employee is required to repay training cost when he/she ends employment voluntarily or is terminated for performance-related reasons. Repayment is not required when end of employment is due to retirement, layoff, disability/illness, spouse transfer more than seventy-five (75) miles and other exceptions approved by JUMP.
- D. Repayment is reduced by three (3%) percent for each month of employment following completion of training.
- E. The College is expressly authorized to initiate automatic payroll deduction to recover as much of liability as possible in the event employee terminates prior to end of three (3) year payback period. Amounts owed beyond what can be recovered by payroll deduction will be pursued through the College's ordinary collection processes.

Article 15 **Working Conditions**

Section 1. Work Day

A. The work day shall normally be eight (8) consecutive hours per day for full-time employees and a minimum of two (2) consecutive hours per day (excluding lunch break) for less than full-time employees.

B. Full-time bargaining unit members who work the regular day shift are expected to be at work from 8 a.m. to 5 p.m., with a one (1) hour unpaid lunch break. The lunch break may not be taken at the beginning or end of the shift. Supervisors may establish or approve an alternate schedule provided the employee works eight (8) hours for the day.

Section 2. Work Schedule. The normal work schedule for employees shall be five (5) consecutive eight (8) hour work days, except for less than full-time employees and full-time employees whose schedule varies due to the nature of the operation they support.

Section 3. Flex Schedule. Flexing of hours may be arranged in addition to an employee's regular schedule or required overtime. Flexing of hours may be initiated by either the supervisor or the employee but must be mutually agreed upon. When flexing, the extra hours worked must be taken off during the same pay period (this ensures no overtime obligation is created). It is recommended that the employee and supervisor document the adjusted schedule in writing.

Section 4. Work Week/Layoff. The College agrees not to reduce the work week of full-time employees in lieu of layoff. It is the intent of the parties that if an Employee's position should change and require reduced hours, the affected employee will be permitted to exercise bumping rights before accepting the reduced work schedule.

Section 5. Extra-Internal Employment. Subject to the following limitations, employees may teach classes on an extra compensation basis:

A. All such employment shall be subject to the selection procedures of the instructional division involved.

B. No employee shall be excused from his/her regular working hours or responsibilities in order to teach for extra compensation without the approval of his/her immediate supervisor. When such supervisory approval is given, the employee is obligated to make up the hours not worked in their regular job.

Section 6. Vehicle Reimbursement. Any employee who is not given a car allowance and who is authorized to use his/her own vehicle in pursuance of his/her duties shall be reimbursed for the usage of his/her vehicle. The rate of reimbursement shall be the current IRS rate then in effect. Requests for mileage reimbursement shall be made in accordance with College procedures.

Section 7. Jury Duty. Please see Article 11, Section 5 about working conditions if you are called to Jury Duty.

Article 16
Health and Safety

Section 1. OSHA Coordinator / Health and Safety Programs. The Pro-Tech Unit will participate in the selection process for hiring an OSHA coordinator and will participate in the design and administration of health and safety programs. The College and the Pro-Tech unit will commit to broad based employee involvement in health and safety programs. JUMP will oversee Pro-Tech involvement.

Article 17 **Discipline**

Section 1. Retained Rights. The College retains and reserves the right to discipline any employee, regardless of status, up to and including discharge for any of the following reasons, subject to due process:

- A. Insubordination, including but not limited to, willful deficiencies in professional performance and violation of administrative directions.
- B. Theft.
- C. Misappropriation of services and/or materials.
- D. Sexual or racial harassment of employees, and/or students.
- E. Physical abuse of another employee or student.
- F. Falsification of application if discovered during the first twelve (12) months of employment.

Due process is defined as:

- A. The right to be heard,
- B. The right to be represented,
- C. The right to face and cross-examine the accuser(s); and
- D. In the case of discharge of non-probationary employees, the right of arbitration following the Grievance Procedure as outlined in Article 18.

Section 2. Professional Conduct. Breaches of professional conduct are subject to a corrective/progressive disciplinary process. Examples of such breaches include abuses of sick leave and other leaves, chronic tardiness, and violation of Board policies or regulations. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee.

Section 3. Progressive Discipline.

- A. In circumstances not listed in Section 1 above, the College will follow a policy of progressive discipline which may include verbal warning, written warning, reprimand, probation, suspension and discharge.
- B. The point of initiation of any disciplinary action may be determined by the severity of the infraction.

C. Warnings and reprimands may be discussed privately between the employee and his/her supervisor. Either party may request the presence of a Pro-Tech representative.

D. Formal written record shall be maintained of discipline from written notices through discharge.

E. Formal disciplinary action shall remain as an active part of the progressive disciplinary step for a minimum of ninety (90) days unless stipulated differently by management.

F. Records of coaching may be utilized in the disciplinary process to establish employee awareness of standards and expectations for a period of five (5) years. If the employee has received no other discipline during this five (5) year period, the record of coaching cannot be considered by Management in its disciplinary deliberations.

G. Neither party shall delay discussion of a warning or reprimand for more than five (5) days except by mutual consent.

Informational Item: Supervisors may elect to coach prior to initiating formal discipline. Coaching is not disciplinary in nature. When coaching, the supervisor communicates performance expectations to the employee and reminds the employee that, if acceptable levels of performance are not achieved or maintained, formal disciplinary action will be taken. A written record of the coaching event will be created by the supervisor and a copy will be provided to the employee, the Union and Human Resources. While the Union does not have a right under this Collective Bargaining Agreement to be present during performance coaching, supervisors may exercise their discretion to invite the Union to attend the coaching meeting.

Section 4. Representation. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the Pro-Tech. If a Pro-Tech representative is requested to be present, no longer than three (3) working days may lapse before such meeting is held.

Section 5. Notice. Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed in writing, in the employee's personnel file, and a copy thereof given to the employee and the Pro-Tech.

Section 6. Participants and Disciplinary Action Meetings. Employees required by the College to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with participation in such meetings.

Section 7. Just Cause. No employee shall be disciplined without just cause.

Section 8. Complaints. When management receives a written complaint about an employee's professional performance, it shall be called to the employee's attention within a reasonable period of time after receipt of the complaint, but not more than twelve (12) working days. Should such a

complaint result in disciplinary action, the disciplinary action shall be reduced to writing, and the employee shall receive a copy.

Article 18 **Grievance Procedure**

Section 1. Purpose. The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible level, issues which may arise from time to time with respect to specific claims of improper application, interpretation or violation of the terms of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate to each level of the procedure.

Section 2. Without Intervention of the Pro-Tech. Nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Pro-Tech, if the adjustment is consistent with the terms of this Agreement and the Pro-Tech has been given an opportunity to review the proposed adjustment before it is offered to the employee.

Section 3. Representation. Any employee may be represented at any level of this procedure by a representative of the Pro-Tech.

Section 4. Definition of Grievance. A grievance is a claim by one or more employees of the Pro-Tech of an improper application, interpretation or violation of this Agreement, specifying the part of this Agreement which is claimed to be violated, the specifics of such violation, and the relief requested.

Section 5. Days Defined. The term "days" used in this Article shall mean working days.

Section 6. Initiation of a Grievance. A grievance under the Agreement may be initiated by employees in the bargaining unit either singularly or jointly. All alleged violations arising from the underlying incident must be consolidated into a single grievance.

Section 7. Grievances in Writing. All grievances, appeals and decisions will be in writing.

Section 8. Extensions of Time Limits. Time limits may be extended by mutual agreement, in writing, signed by the designated representatives of both parties.

Section 9. Exclusion from Grievance Process/Arbitration: The grievance process is not applicable to matters being contested in another legal or administrative forum involving the same facts, as follows. Once an employee has initiated a complaint or legal or administrative action, a grievance cannot be filed on the basis of the facts in the complaint or action and consequently, this selection of the adjudicative forum outside the grievance processes shall result in THE GRIEVANCE BEING null and void and WITHDRAWN with prejudice. If a grievance was already filed, and the employee also files a complaint (including legal, administrative agency, internal processes) arising out of the same facts that were, or could have been asserted in the grievance, the UNION WILL BE NOTIFIED in writing AND GIVEN fourteen (14) calendar DAYS TO MEET WITH THE EMPLOYEE SO THAT A DECISION CAN BE MADE TO EITHER WITHDRAW THE LEGAL OR ADMINISTRATIVE ACTION with prejudice, OR HAVE THE GRIEVANCE WITHDRAWN BY the union WITH PREJUDICE. IF THE EMPLOYEE ELECTS TO PROCEED

WITH LEGAL ACTION, THE GRIEVANCE WILL BE WITHDRAWN WITH PREJUDICE. If the employer is not advised in writing of the choice within the fourteen (14) calendar day period, the grievance is null and void and withdrawn with prejudice. IF AN ARIBTRATION DECISION HAS ALREADY BEEN RECEIVED, any arbitration decision REMEDY BENEFITING THE EMPLOYEE and any appeals benefitting the employee, will be immediately nullified and withdrawn with prejudice.

Section 10. Grievance Procedure.

A. The alleged violation occurs.

B. Oral Stage. A grievance must be filed within twenty (20) working days of the alleged violation, or reasonable knowledge thereof. The grievance shall first be discussed with the employee's immediate supervisor. If a resolution is not reached within five (5) working days the Pro-Tech shall have five (5) working days to submit the grievance in writing. One (1) copy shall be sent to the immediate supervisor, one copy to the College's Senior Human Resources Manager and one (1) copy to the Pro-Tech President.

C. Level I. Level I shall be a grievance review by the employee's supervisor with the employee present. This meeting shall occur within five (5) working days of the receipt of the grievance by the supervisor. The supervisor must provide a response to the grievance within five (5) working days of that meeting. The response shall be in writing and shall include the rationale for the decision rendered. The written rationale shall include the following information:

1. Participants present.
2. Issue resolved.
3. Relevant articles of the contract.
4. Discussion of the facts presented.
5. Decision.

A copy of the response shall be forwarded to the College's Senior Human Resources Manager for inclusion into the grievance file.

D. Level II. Level II shall be an appeal of the grievance by the Pro-Tech to the appropriate Dean or Director. A request for a Level II hearing must be made in writing through the College's Senior Human Resources Manager within ten (10) working days of the Pro-Tech's receipt of the response from Level I. A Level II hearing of the grievance shall take place within ten (10) working days of the Pro-Tech's request for an appeal hearing.

It is the responsibility of the officer hearing the appeal to ensure that due process is followed:

1. Documentary exhibits may be presented.
2. Witnesses may be examined.
3. Each party is afforded the opportunity for opening and closing statements.

E. It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of this agreement has occurred based on the evidence presented. Detailed record of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the Pro-Tech in writing within five (5) working days of the hearing. A copy of the response shall also be sent to the College's Senior Human Resources Manager. The written response shall include:

1. A discussion of the evidence presented.
2. Data from investigation conducted but not part of the hearing proceedings.
3. Decision rendered.

F. Level III. Level III shall be an appeal of the grievance by the Pro-Tech to the President or designee(s). A request for a Level III hearing must be made in writing through the College's Senior Human Resources Manager within ten (10) working days of the Pro-Tech's receipt of the response from Level II. A Level III hearing of the grievance shall take place within ten (10) working days of the Pro-Tech's request for an appeal hearing.

It is the responsibility of the officer hearing the appeal to ensure that due process is followed:

1. Documentary exhibits may be presented.
2. Witnesses may be examined.
3. Each party is afforded the opportunity for opening and closing statements.

G. It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of the agreement has occurred based on the evidence presented. Detailed record of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the Pro-Tech in writing within five (5) working days of the hearing. A copy of the response shall be sent to the College's Senior Human Resources Manager. The written response shall include:

1. A discussion of the evidence presented.
2. Decision rendered.

H. Level IV Arbitration.

1. Within seven (7) working days of receipt of the answer at Level III the Pro-Tech may by notice request that the matter be submitted to arbitration.
2. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) working days after notice is given, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Any grievance not appealed to the American Arbitration Association by the Pro-Tech within fifteen (15) working days of receipt of the level III response shall be considered settled on the basis of the last disposition of management. The arbitrator shall have no power to alter, add to, or subtract from the term of this agreement. The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
3. The cost of any arbitration under this article shall be divided equally between the College and the Pro-Tech.
4. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

Section 11. Grievances Not Advanced. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the College's last rendered decision.

Section 12. Grievances Not Timely Answered. Any grievance for which an answer has not been provided within the time limits set forth herein shall be moved to the next level of the grievance procedure.

Section 13. Copies. Copies of all written answers at all levels of the grievance procedure shall be given to the grievant and to the unit grievance officer of the Pro-Tech.

Section 14. No Reprisal. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

Section 15. Initial Submission of A Grievance. By mutual agreement, a grievance may be initiated at any higher applicable level of the grievance procedure.

Section 16. Filing of Grievance v. Personnel Files. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants. The Pro-Tech shall maintain a record of such proceedings for the employee and/or Pro-Tech, and Human Resources shall maintain a record for the College. The Pro-Tech and Human Resources may review all such grievance files as mutually agreed by all parties concerned.

Section 17. Duty to Provide Necessary Information. It is agreed that the Pro-Tech shall be furnished with any relevant information in the possession of the College necessary for the processing of any grievance or complaint. Such relevant information to be provided after a written request which itemizes the information requested and explains the relevancy. Such requests will become a part of the grievance record. The College's obligation to provide information is limited to providing the Pro-Tech with documents and reports the College ordinarily and regularly produces. The College is not required to compile or generate reports for the Union under any of the terms of this Agreement, although the College is obligated to extract fields of data from existing electronic files.

Section 18. Full Disclosure. The College, the grievant, and the Pro-Tech shall not be permitted to assert into a hearing or arbitration proceeding any charges or to rely on any evidence not previously disclosed to the other party. If necessary, time limits will be extended up to a maximum of five (5) working days for purpose of such disclosure.

Article 19 **Layoff**

Section 1. Initial Layoff Notice. Should it become necessary to reduce the size of the staff, the President or designee shall notify the employee holding the position affected by such changes not later than forty-five (45) working days prior to the effective date of the layoff, except lesser notice may be given to grant-funded positions (see paragraph 2 of Section 10 of this Article for information on grant funded employees). Such notice may inform the employee whether this layoff is a temporary or permanent layoff.

In lieu of notice, management may release Employees receiving layoff notices from active employment to enable them to conduct their external job search. Such employees will, however, continue to receive pay and benefits for the full duration of the notice period required by this Article.

Please also see Article 15, Section 4, regarding eligibility to bump when hours are reduced.

Section 2. Advance Notice to Union. When such staff reduction is contemplated, the College shall notify the President of the Pro-Tech that a potential layoff is under consideration.

Section 3. Order of Layoff and Recall When Multiple Incumbents. In the event that multiple employees hold the identical job (i.e., are performing tasks covered by the same job description), and fewer than all of the positions are to be eliminated, the order of layoff will be determined by the sum of bargaining unit seniority and College service. If, in this event, the employees have identical combined bargaining unit seniority and College service seniority, the tie will be broken by the last four digits of the employees' Social Security numbers. In this case, an employee who has a social security number ending in 9248 will have priority over an employee who has a Social Security number ending in 2981. Recall will be in inverse order of layoff (last laid off, first recalled).

Section 4. Termination of Compensation and Benefits. All compensation and benefits will end effective the date of the layoff for employees who receive a layoff notice and are unable to bump except for health insurance, which is continued for a month as described in Article 10, Section 4. Laid off employees will be paid for accumulated vacation and compensatory time at the time of layoff. Reinstatement of benefits for recalled employees is described elsewhere in this Article.

Section 5. Bumping Process.

- A. Employees exercising transfer or bumping rights must:
 - 1. Meet the minimum requirements for the requested transfer position; and
 - 2. Be able to perform the essential duties and primary accountabilities of their new position after a brief, up to ten (10) working days, orientation to the new job.
- B. Employees shall exercise transfer and/or bumping rights in the following order.

1. Vacancies at the same grade level.
2. Bump the lowest seniority and college service employee at the same grade level who has both lesser bargaining unit seniority and college service.
3. Vacancies at the next lower grade level.
4. Bump the lowest seniority and college service employee at the next lower grade level who has both lesser bargaining unit seniority and college service.
5. Employees may claim vacancies or exercise bumping rights until they have exhausted all grade levels equal to or lower than their present position. To bump another bargaining unit member as described in 2 and 4 above, an employee must have both more bargaining unit seniority and College service (see Article 7 concerning seniority and Appendix B-2 for the seniority list).

C. The College may choose to require an employee to bump into a classification lower than their seniority and qualifications would entitle them to under 2 above. In said cases, the employee would be paid at the highest classification he/she was originally eligible to bump into.

D. Employees cannot bump up into a higher classification. In addition, if less than full-time, they cannot bump a full-time bargaining unit member or a part-time bargaining unit member with a higher benefit eligibility factor.

E. Bargaining unit members who are displaced from their positions as the result of someone else's layoff shall also have the opportunity to request a transfer/bump to another bargaining unit position following the procedures outlined above.

Section 6. Notice of Other College Vacancies. The College will make information available to laid-off employees of other openings using its normal publication methods.

Section 7. Recall and Reinstatement.

A. Placement on Recall List. With the exception of employees holding positions funded by grants (see Section 10 below), employees who are displaced from their position as a result of this Article will be placed on a recall list, whether they are able to bump or not. If an employee accepts recall to a position with fewer hours than the one from which they were laid off, he/she remains eligible, for the duration of their recall eligibility, for recall to a position with their former hours.

B. Responsibilities of Employees on Recall List. Employees on layoff must provide the Office of Human Resources with their current address and phone number to afford the Human Resources Department the ability to notify said employees of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall.

In the event that a laid off employee would not accept recall, said employee shall notify Human Resources that their name should be withdrawn from the recall roster.

C. Recall Eligibility Period. All non-probationary employees shall have the right to recall for the length of their bargaining unit seniority or three (3) years, whichever is less, following the effective date of layoff. Probationary employees shall have recall rights during the first year of layoff. If a probationary employee has a documented unsatisfactory evaluation prior to receipt of layoff notice, he/she shall not have recall rights.

D. Vacant Positions. Bargaining unit members on the recall list will be offered new vacant positions for which they meet the minimum qualifications. The employee with the most bargaining unit seniority and College service will be offered the position first. The employee must be able to perform the essential duties and primary accountabilities of their new position after a brief, orientation to the new job. The length of this orientation period will be determined by management and will be a minimum of ten (10) working days and will not exceed thirty (30) working days. Employees who accept such positions, even if they are unable to perform the duties of the position during the orientation period retain their recall rights. Employees who decline opportunities for which they are qualified lose their eligibility for unemployment compensation, but shall retain their recall rights.

E. Positions Available for Recall. An employee on layoff or transfer status due to his/her position being eliminated under this Article is eligible to be recalled to his/her former position when that position is reinstated. The employee is also eligible for recall to a consolidated position involving substantially the same duties and responsibilities is formed provided said employee meets the minimum posted qualifications for the position, and can perform all the new duties within an orientation period determined by management that is a minimum of ten (10) working days but will not exceed thirty (30) working days (See Article 3, Section 1(B) for definition of consolidated positions).

F. Recall Notice When an employee is eligible to be recalled to their former or consolidated position, notice will be given to the employee and to the Pro-Tech using the following procedure:

1. Laid off employees shall be notified by both telephone and certified mail at their last address and telephone number provided to the employee to the Office of Human Resources.
2. The Pro-Tech President shall be notified in writing.

G. Return to Work Process if Recalled

1. Recalled employees will return to employment on a date specified by the College at the pay step held at the time of layoff.
2. Bargaining unit seniority and college service that is used to determine service driven benefits will be adjusted for the layoff period.

Example: Service driven benefits include: eligibility for future longevity pay, vacation accrual increases, and eligibility for and calculation of terminal leave pay.

3. Sick leave and personal business leave which has not been rolled into sick leave at the end of the fiscal year accrued prior to layoff will be restored to the employee at the time of recall. When an employee is recalled in a subsequent fiscal year, he/she will be credited with the appropriate prorated amount of personal business and sick leave.

4. In the event an employee is unable to return to work due to illness or other emergency, his/her right to recall shall be extended up to an additional thirty (30) working days.

H. No Option to Decline. An employee on the recall list cannot decline reinstatement to his/her former or consolidated position for which he/she is qualified. Similarly, part time employees on the recall list may not decline reinstatement to a position with the same or greater hours than the one from which they were laid off. The only exception is that a laid off employee is not required to accept recall to a position of fewer hours than the position from which they were laid off.

In the event a laid off employee declines reinstatement or fails to respond to the recall notice within ten (10) working days of notice by phone or receipt of certified letter (whichever is sooner), the Employee's employment relationship with the College shall end and the Employee shall have no rights whatsoever under the terms of this Agreement.

I. Removal from Recall Lists: Employees will be removed from the recall list in the event of death, retirement under MPSERS or ORP, end of recall eligibility period, recall (unless provided to the contrary in this Article), notice to College that the employee would not accept recall (see B above), failure to inform the College of current address and phone (see B above) and failure to timely respond to recall notice (see G above).

Section 8. Work Week/Layoff. Please refer to Article 15, Section 4, on the College modifying the amount of hours in a work week in lieu of layoff.

Section 9. Fair Consideration. Please refer to Article 14, Section 1, on special training that may be made available before an employee is laid off in a job restructuring situation.

Section 10. Grant-Funded Positions. Employees in bargaining unit positions funded by a federal, state, local or private grant shall be subject to the conditions listed below should said funds be reduced or terminated.

1. Employees hired after July 22, 1990, who have four (4) or more years of bargaining unit seniority shall have the right to bump into other bargaining unit positions in accordance with the provisions of Section 5 above.

2. Employees covered by this Section shall receive notice of layoff in accordance with the provisions of Section 1 above when possible. In no case shall notice of layoff occur less than thirty (30) calendar days prior to the effective date of the layoff.

Section 11. Former Unit Members. See Article 4, Section 6.

Article 20 **Separation**

Section 1. Three Day No Show Rule. An employee who is absent for three (3) or more continuous working days, without prior approval from his/her immediate supervisor, will be considered to have voluntarily quit employment. The employee may appeal in writing, within five (5) days of the resignation date, to the Senior Human Resources Manager of the College for reinstatement due to extenuating circumstances.

Section 2. Effect of Termination Upon Fringe Benefits. Please see Article 9, Section 2 regarding the effects of termination upon fringe benefits.

Section 3. Termination Occurring As Result of Medical Inability to Work.

Employment may be terminated when the employee is medically unable to work and leave has been denied beyond six months (See Article 4, Section 1.C, Article 7, Section 1.D.6 and Article 9, Section 2). In the event of termination for this reason, the employee is entitled to only the following benefits:

- A. If deemed medically able to return to work within a three (3) year period from the date the leave began, the employee will be given preferential consideration when applying for any posted ProTech position for which they are qualified provided all factors are equal among the applicants as outlined in Article 4, Section 5.E.
- B. Seniority will be frozen at the time of termination and such frozen seniority will be reinstated should the employee be rehired in a ProTech position within the three (3) year period mentioned in A above. This also includes credit towards seniority driven benefits such as vacation accrual and longevity.
- C. If on Long Term Disability at time of termination, the employee may continue to receive LTD benefits as provided elsewhere in this Agreement.
- D. If on Long Term Disability at time of termination, the College will continue to provide Life Insurance and Medical Insurance in accordance with Article 10, Section 5.B.
- E. Dental and Vision insurance will end on the last day of the month in which the employee is terminated.
- F. Any unused vacation and compensatory time will be paid out at the regular rate of pay at the time of termination during the next feasible payroll cycle.

Section 4. Payment Upon Resignation, Discharge, Retirement or Death

A. Resignation or Discharge.

1. Resignation. All unit members shall give written notice to their Supervisor and Human Resources of their intention to resign, at least fourteen (14) calendar days prior to effective date thereof. Resigning unit members who are not eligible for regular retirement (see sub-Section D below for retirement rules) will receive payment for unused vacation (Article 11, Section 1(D)) and compensatory time at their regular rate of pay. Effective the date of resignation, all other rights and benefits of employment cease, including the application of the terms of this Agreement, unless otherwise required by law or offered by a provision of the insurance carrier's policy (Article 20, Section 2).

2. Discharged Employees. Unit members who are discharged will be paid for all compensatory time earned. In addition, members who are discharged from the College for reasons other than gross misconduct will receive payment for unused vacation at their regular rate of pay (Article 11, Section 1(D)). Effective the date of termination, all other rights and benefits of employment cease, including the application of the terms of this Agreement, unless otherwise required by law or offered by a provision of the insurance carrier's policy (Article 20, Section 2).

B. Retirement. In addition to the payment for unused vacation and compensatory time as provided in sub-section A above, an employee will be eligible for the benefits below if he/she has satisfied the criteria for regular retirement (see sub-section D below) under the plan in which he/she is enrolled. Effective the date of retirement, all other rights and benefits of employment cease, including the application of the terms of this Agreement, except those explicitly stated in this Agreement or in the College's Board Policy.

1. Terminal Pay.

a. One Hundred Twenty-five (\$125.00) Dollars. A terminal leave payment of One Hundred Twenty-Five (\$125.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

- Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 65, 66, 67, 68, 69, or 70.
- Any staff member who retires after reaching age 55 who has ten (10) years of service to the College if retirement is the result of ill health sufficient to qualify such staff member for disability retirement under the Michigan Retirement System for Public Schools Employees Act.

b. One Hundred Fifty (\$150.00) Dollars. A leave payment of One Hundred Fifty (\$150.00) Dollars per year of to the College will be paid upon retirement thereafter to:

- Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 63 or 64.

c. One Hundred Seventy (\$170.00) Dollars. A leave payment of One Hundred Seventy (\$170.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

- Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 60, 61, or 62.

d. Two Hundred (\$200.00) Dollars. A terminal leave payment of Two Hundred (\$200.00) Dollars per year of service to the College will be paid upon retirement to:

- Any staff member who has ten (10) years of service to the College and who retires after he/she attains age 58 or 59.

e. Two Hundred Twenty-five (\$225.00) Dollars. A terminal leave payment of Two Hundred Twenty-Five (\$225.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

- Any staff member who has ten (10) years of service to the College and who retirement after he/she attains age 56 or 57.

f. Two Hundred Fifty (\$250.00) Dollars. A terminal leave payment of Two Hundred Fifty (\$250.00) Dollars per year of service to the College will be paid upon retirement to:

- Any staff member who has ten (10) years of service to the College and who retires after he/she attains age of 55.
- Any staff member who has ten (10) years of service to the College and twenty-five (25) years of credited service under the Michigan Retirement System for Public School Employees Act and who retires after he/she attains age 50, 51, 52, 53, or 54.

g. Year's Credit. For purposes of terminal pay, a year's credit will be based on a complete, contractual year of full-time service at the College.

2. Payment of Unused Accumulated Sick and Emergency Leave. Upon retirement from the College, an employee shall be paid for unused accumulated sick and emergency leave up to a maximum of thirty (30) days at his/her regular rate of pay and up to fifteen (15) days at 50% of his/her regular rate of pay (Article 11, Section 3D). *(MCC Board Ratified 6/25/18)*

3. Less than Full-time Employees. Less than full-time employees that have accumulated a total of Twenty Thousand Eight Hundred (20,800) institutional seniority hours (see Article 7, Section 2 regarding how seniority is broken) are eligible for terminal leave and payment of their sick and emergency leave up to a maximum of thirty (30) days as provided in sub-Section B(2) above.

C. Death. If an employee dies while employed by the College and is eligible for regular retirement (see sub-Section D below), his/her beneficiary shall be entitled to the life insurance benefit illustrated in Article 10, Section 1; payment for unused vacation and compensatory time; and the benefits described in sub-Section B above, which may include converted personal business leave (see Article 11, Section 3D). The service credit payments

and unused sick and emergency leave will be paid using the same schedule in sub-Section B above, provided the employee was eligible for regular retirement under the plan he/she was enrolled in at the time of his/her death.

If an employee dies while employed by the College and is not eligible for regular retirement (see sub-Section D below), his/her beneficiary shall be entitled only to the life insurance benefit illustrated in Article 10, Section 1 and the benefits in sub-Section A(1) above, titled “Resignation.”

Free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees) will be provided to the eligible dependents (as defined by the Internal Revenue Service) of bargaining unit members who die while employed, provided the employee has given the College the equivalent of ten years of continuous full-time service.

1. Designation of Beneficiary Form. To ensure prompt payment of College compensation (such as unused vacation or terminal pay) to the employee’s beneficiary, Human Resources provides a Designation of Beneficiary Form that is placed in the employee’s personnel file. It is the responsibility of the employee to submit a new form should their beneficiary information change. This form is only for items under the employer’s control and it will be necessary for the employee to execute similar documents for other benefits controlled by a third party such as life insurance, pension and long term disability insurance.

D. Eligibility for Regular Retirement. The table below illustrates the eligibility rules for regular retirement under MPSERS or the ORP (subject to specific terms of plan in which an employee is enrolled).

MPSERS Basic Employees	MPSERS MIP Employees	ORP Employees
At least Age sixty (60) with at least ten (10) years of full-time equated service credit.	At least Age sixty (60) with at least five (5) years of full-time equated service credit.	At least age fifty-five (55) with at least ten (10) years of full-time equated service to the College.
At least age fifty-five (55) with at least thirty (30) years of full-time equated service credit.	Any age with at least thirty (30) years of full-time equated service credit.	

Article 21 **General**

Section 1. Catch Line Not Part of Section. The catch line heading of any section of the contract that follows the section number is a descriptive nomenclature for the section, and in no way shall be used to construe the section more broadly or narrowly than the text of the section would indicate.

Section 2. Examples and Informational Boxes Not Part of Section. Throughout this Agreement examples and informational boxes have been inserted to illustrate or supplement text in the section they are found in. These examples and informational boxes in no way shall be used to construe the section more broadly or narrowly than the text of the section would indicate.

Article 22
Termination and Modifications

Section 1. This agreement shall continue in full force and effect until 11:59 PM June 30, 2019. At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one or more years.

Section 2. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, which shall set forth the desired changes. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. If this Agreement is extended, it may be terminated by either party with ten (10) working days written notice.

Section 5. In the event that a future state law requires the incorporation of language into this Agreement, Management will draft text for review and consensus by JUMP. The agreed upon text will be incorporated into an updated version of this Agreement. The College and the Union will strive to incorporate standardized language when implementing this section of the Agreement.

Section 6. Should any terms of this Agreement be determined invalid or modified by law or regulation or court decision or a new law or regulation affect conditions of employment, the parties will collectively bargain in response to such action, which bargaining shall be subject to PERA.

Appendix A
Salary Ranges and Other Compensation

Professional/Technical Salary Schedule
Fiscal Year 2018/2019

	Grade	5	6	7	8	9	10
Step							
0		\$ 31,888	\$ 33,951	\$ 36,013	\$ 38,681	\$ 41,850	\$ 45,017
1		\$ 33,764	\$ 36,013	\$ 38,261	\$ 41,099	\$ 44,464	\$ 47,830
2		\$ 35,636	\$ 38,076	\$ 40,512	\$ 43,517	\$ 47,083	\$ 50,647
3		\$ 37,453	\$ 40,113	\$ 42,767	\$ 45,932	\$ 49,696	\$ 53,456
4		\$ 39,387	\$ 42,204	\$ 45,017	\$ 48,353	\$ 52,313	\$ 56,271
5		\$ 41,266	\$ 43,143	\$ 47,289	\$ 50,769	\$ 54,929	\$ 59,084
6		\$ 43,139	\$ 46,330	\$ 49,519	\$ 53,186	\$ 57,542	\$ 61,899
7		\$ 45,017	\$ 48,301	\$ 51,770	\$ 55,602	\$ 60,157	\$ 64,712
8		\$ 46,920	\$ 50,472	\$ 54,023	\$ 58,023	\$ 62,773	\$ 67,525

	Grade	11*
Step		
0		\$ 61,407
1		\$ 62,803
2		\$ 64,198
3		\$ 65,594
4		\$ 66,990
5		\$ 68,385
6		\$ 69,781
7		\$ 71,176
8		\$ 72,572

2% increase over 2017-18 Salary Schedule

Each year of the contract, JUMP will examine the Child Care Grant Category to see if there are grant monies available to make salary adjustments. The nature and amount of adjustments will be determined by JUMP.

**Grade 11 created for Application Specialists (i.e. programmer positions) per JUMP meeting 5/22/08. Grade 11 is based upon External Market Analysis and is not part of the Job Evaluation process.*

Section 1. Step Increases. Effective July 1, employees not at the maximum level in their grade will automatically move to the next experience level, and annually thereafter. Scale is based on years of experience at Mott Community College in the pay grade reflected above.

Section 2. External Market Consideration

- 1) When a supervisor has determined that there is a market problem (i.e. employee is under paid in connection with the external market or there is difficulty in recruiting qualified candidates for a position), the supervisor must submit to Human Resources sufficient preliminary external market data from at least two of the standard sources used by the college to justify further review.
 - a) HR will notify the union that a request has been initiated and provide updates as changes occur.
 - b) Request for consideration for a position under this section cannot be made more frequently than every twenty-four (24) months unless agreed to by JUMP.
- 2) Where there is a ten (10%) percent differential between the highest step and the external market median, HR will conduct a full market analysis following its standard processes and will present the data and a recommendation to JUMP.
 - a) Part of the review process may include aging of the data.
 - b) The review may indicate a need to pay some jobs in excess of the standard scale when external salary surveys show a disparity between the current pay scale and the external market.
 - c) Utilization of the market consideration process may require the creation of additional pay ranges.
- 3) The market will be analyzed by Human Resources and reviewed in JUMP.
 - a) As a general policy, JUMP has concluded that matching our highest step with the external market median is sufficient in terms of establishing a competitive positioning with the external market.
 - b) In establishing this general policy, the college has taken into consideration the total benefit package offered by the college and its favorable working environment.
- 4) The request for market consideration can be brought to JUMP using any of the following:
 - a) The supervisor can initiate the request for review
 - b) HR can bring the request to JUMP

- c) The employee may request that his/her Supervisor or the Union bring the request to JUMP
 - d) The union can bring the request to JUMP.
- 5) If a job classification is placed in a new grade as a result of this process:
- a) The incumbent Mott employee(s) in the classification will have their salaries adjusted in accordance with Section 2 and 3 of Article 8 of this Agreement.
 - b) Positions of Mott employees with similar responsibility will be examined by JUMP and adjusted as appropriate. If the position is not exact, the percentage of time that is spent performing the higher grade work will be reflected in the adjustment. Other positions in the bargaining unit may perform some of the identical duties of the upgraded classification. If such other position spends twenty-five (25%) percent or more of his/her time performing the identical duties of the upgraded classification, then a Request for Market Consideration may be initiated by the employee or his/her supervisor by submitting a Request for Market Consideration (forms available on the HR web site).

The request for market consideration will be evaluated by the Job Evaluation Committee to verify that there is a significant overlap of identical duties (twenty-five (25%) percent or more of work effort).

The initial request and the conclusion of JEC are considered by JUMP.

The effective date of any pay increase is the same date as the original classification. The amount of the pay adjustment, if any, is a proration of the original adjustment.

The decision of JUMP is final.

The above process may also be initiated in the event management exercises its option to place a position in a grade other than that which has been determined by the job evaluation committee.

- 6) Positions that were previously adjusted upward for a market adjustment may also be given consideration for a downward adjustment. In the event the market data analysis indicates that the market pay range is ten (10%) percent or more lower than the current college salary range, HR will bring the analysis to JUMP. The downward adjustment shall be aligned to the step in the new grade which is closest to the employee's current salary. If the closest step is less than the employee's current salary the employee will be placed into the next highest step. If there is no step comparable to the employee's current salary the employee will be placed at step 8 of the new grade.
- 7) Review will occur yearly.

Appendix B

Index of Supplemental Materials

The following index lists additional supplemental information that is referenced throughout this Collective Bargaining Agreement. This information can be accessed on the MCC Human Resources site on the web at www.mcc.edu/hr/hr_employeeinfo_protech.shtml.

Reference Number	Item Name	Summary
B-1	Pro-Tech Unit Positions	This report shows positions in the bargaining unit sorted by pay grade.
B-2	Seniority List	Updated annually, this report indicates the order of seniority in the bargaining unit.
B-3	Benefits Summary	Summarizes the benefit package made available to the Pro-Tech through this CBA.
B-4	Perpetual Calendar	Illustrates the typical College closing over the winter holidays.
B-5	Classification Review Request Form	Form used to initiate pay grade placement review of a bargaining unit position.
B-6	Classification Review Committee Ground Rules	The operating rules/procedures used by the Classification Review Committee when evaluating jobs.
B-7	Professional Development Reimbursement Guidelines	Guidelines and procedure for employees to be reimbursed for qualifying professional development activities
B-8	Tuition Reimbursement Form	Form used to request reimbursement after satisfactorily completing an eligible college class.
B-9	Conference/Workshop Reimbursement Form	Form used to request reimbursement after attending an eligible conference/workshop.
B-10	JUMP Ground Rules	The operating rules/procedures used by the Joint Union Management collaborative problem solving committee.