

P

P

2003-2008

Master Agreement

&

&

Between

**Wayne County Community
College District
Board of Trustees**

A

A

&

**Wayne County Community
College District
Professional & Administrative
Association/MFT Local 4467**

A

A

Table of Contents

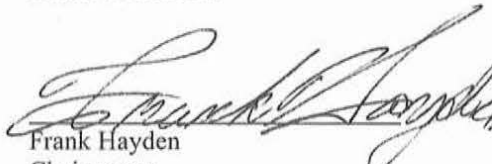
Article I	Agreement.....	1
Article II	Recognition.....	2
Article III	Scope of the Agreement.....	3
Article IV	Conformity to Law.....	4
Article V	Employer's Right.....	5
Article VI	Fair Employment Practices.....	6
Article VII	Agency Shop.....	7
Article VIII	Grievance Procedure.....	10
Article IX	Position Security.....	13
Article X	Employment Status.....	17
Article XI	Evaluation of Employees.....	19
Article XII	Disciplinary Action, Termination.....	22
Article XIII	Communications.....	24
Article XIV	Negotiations.....	26
Article XV	Personnel Files.....	27
Article XVI	Civic and Academic Freedom.....	28
Article XVII	Vacancies.....	29
Article XVIII	Outside or Part-time Employment.....	30
Article XIX	Standing Committees.....	32
Article XX	Leaves.....	33
Article XXI	Vacations.....	40
Article XXII	Holidays.....	42
Article XXIII	Fringe Benefits.....	45
Article XXIV	Mileage and Parking.....	48
Article XXV	Miscellaneous.....	49
Article XXVI	Salary Schedules.....	50
Article XXVII	Compensation in a Higher Classification.....	56
Article XXVIII	Interim Appointment, Temporary Job Assignment and the Temporary Assignment of Additional Duties.....	57
Article XXIX	Job Upgrading.....	59
Article XXX	Release Time.....	60
Article XXXI	Waiver.....	61
Appendix A #1	Full-time Salary Grade and Job Classification Schedule.....	62
Appendix A #2	Part-time Salary Grade and Job Classification Schedule.....	65
Appendix B	Administrative Performance Appraisal Form.....	66
Appendix C	Formal Grievance Form.....	70

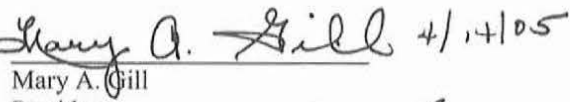
ARTICLE I
AGREEMENT

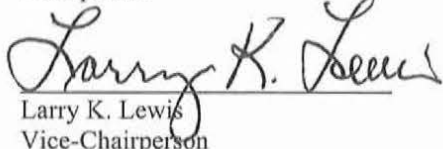
- A. This Agreement is made by and between the Wayne County Community College District Board of Trustees, and its successors, (hereinafter referred to as the "Employer" or "Board"), and the Wayne County Community College District Professional and Administrative Association, affiliated with the Michigan Federation of Teachers and School Related Personnel, Local 4467, AFT, AFL-CIO, (hereinafter referred to as the "Union").
- B. This Agreement shall be retroactive to and effective from 12:01 a.m., July 1, 2003 and shall continue in effect until midnight, June 30, 2008. However, no grievance may be filed with respect to matters occurring between July 1, 2003 and the date that this Agreement is ratified by the last of the parties to ratify. This Agreement shall be extended only by written agreement of the Employer and the Union.
- C. The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; and to establish the machinery for collective bargaining; and to promote orderly and peaceful labor relations between the Employer and the employees. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.
- D. The Employer and Union agree that medical benefits provided for in this Agreement will be reopened for negotiations on January 1, 2005.
- E. The phrase "Board of Trustees" includes the Board of Trustees or its designee.

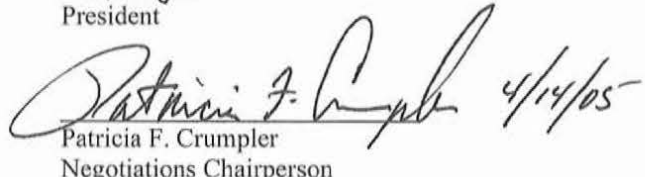
Board of Trustees

Union


Frank Hayden
Chairperson

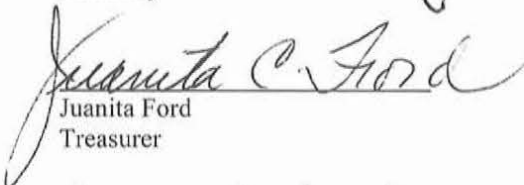

Mary A. Gill
President



Larry K. Lewis
Vice-Chairperson


Patricia F. Crumpler
Negotiations Chairperson


Mary Ellen Stempfle
Secretary


Johnny L. Mickles, III
MFT Representative


Juanita Ford
Treasurer


Willie R. Acosta
Chief Negotiator

ARTICLE II

RECOGNITION

- A. The Board recognizes the Professional and Administrative Association/Union as the sole and exclusive bargaining representative for the Bargaining Unit, consisting of all full-time and part-time administrators and professional employees pursuant to Michigan Employment Certification R71-G297 and Michigan Employment Certification R88-C-93.
- B. It is mutually agreed that the personnel listed in Appendix A are included in the Bargaining Unit.
- C. Excluded from the Bargaining Unit are full-time and all regular and temporary part-time faculty members; Professors, Instructors, Counselors, Coaches and Librarians; full-time and part-time secretarial, clerical, and custodial employees; the senior administrative staff which includes but shall not be limited to: Administrative Secretary, Administrative Specialist, Assistant to Campus President, Assistant Title IV Compliance Auditor, Assistant to Chancellor for Policy and Compliance, Assistant to the Chancellor for Special Projects, Assistant to the Vice Chancellor for Administration & Finance, Associate Dean, Associate District Director Financial Aid, Assistant Facilities Administrator, Associate Vice Chancellor, Benefits Coordinator, Campus Security Officer, Campus Security Officer Supervisor, Chancellor, Chief Academic Officer, Compensation Specialist, Dean, Development Officer, Director Campus Business Operations, Director Facilities, Director Facilities (Evenings), Director Government Relations, Director Human Resources, Director Internal Audit, Director Public Affairs, District Academic Officer, District Director Acquisitions & Contracts, District Director Financial Aid, District Director Information Technology, District Director Public Safety, District Director Special Projects for Finance & Administration, District Director Workforce & Economic Development, District Registrar, District Reviewer of Financial Operations, Executive Assistant to the Chancellor, Executive Assistant to Vice Chancellor, Executive Vice Chancellor, Executive Director Plant Management, Executive Secretary, Human Resources Manager, Human Resources Specialist, Labor Relations Specialist, Lead Campus Service Officer, Provost, Regional Director Public Affairs/Communications, Senior Associate Vice Chancellor, Senior Campus Safety Officer, Senior Financial Analyst, Special Assistant for Pathway Projects, Transportation Trainer, Vice Chancellor, the Executive Secretary to the Board of Trustees, and the College General Counsel.
- D. In the event that the Board or designee creates a new position which may have a possible "community of interest" within the Bargaining Unit, the Director of Human Resources, representing the Board, shall inform the President of the Union of this new position prior to announcing it publicly, and the Union and the Director of Human Resources shall meet to determine whether such position shall be included in the Bargaining Unit.
- E. Unless specifically stated in this Agreement, no provision of this Agreement may be waived or altered by the Employer of the employee unless mutually agreed upon by both the Employer and the Union. All individual Professional and Administrative Association member's employment status shall be made expressly subject to the terms of this Agreement.

ARTICLE III

SCOPE OF THE AGREEMENT

- A. This Agreement shall supersede any rules, regulations, practices, restricted fund grants, or contracts inconsistent with its terms unless mutually adjusted in writing by the Employer and the Union as ratified by the membership of the P&AA/MFT and the Board of Trustees.
- B. Such an adjustment between the Employer and the Union shall be made when it has been demonstrated amply that a particular program cannot be designed to comply with specific provisions of this Agreement and that all efforts to design the program in question so as to comply with this Agreement have been exhausted.
 - 1. The written adjustment between the Employer and the Union shall specify which provisions of this Agreement shall be adjusted and how they shall be adjusted.
 - 2. Any such adjustments shall apply only to the programs specifically mentioned therein.
 - 3. Any such adjustments shall be made after successful funding of any restricted fund program.

ARTICLE IV

CONFORMITY TO LAW

- A. This Agreement is subject in all respects to the law of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Union, and employees of the Bargaining Unit.
- B. In those instances where any state law is contested, the provisions of that law shall be binding until such time as a court of competent jurisdiction declares it to be unconstitutional, null, or void.
- C. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract and those provisions only. However, all other provisions of this Agreement shall continue in effect, and such court determination shall not affect any other portion of this Agreement.

ARTICLE V

EMPLOYER'S RIGHTS

The College, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitations, all customary and usual powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, and any modifications made thereto, and any resolution passed by the Board of Trustees or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers, except collective bargaining rights and those that are specifically relinquished in this Agreement, are reserved to and remain vested in the College, including but without limiting, the generality of the foregoing. The right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or method of operations;
- B. to introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- D. to determine the number, location, and type of facilities and installations;
- E. to determine the size of the work force and increase or decrease its size;
- F. to hire, assign, and lay off employees;
- G. to direct the work force, assign work, and determine the number of employees assigned to operations;
- H. to establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classification;
- I. to discipline and discharge employees for cause;
- J. to adopt, revise, and enforce personnel policies and operational procedures, and to implement cost and general improvement programs;
- K. to transfer and promote employees from one department or location to another;
- L. to select employees, for positions and, prior to hire, to determine the qualifications and competency of employees to perform available work.

The College agrees that the rights of the Union are specifically listed in this Agreement. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.

ARTICLE VI

FAIR EMPLOYMENT PRACTICES

- A. The Employer and the Union recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices.
- B. The Employer and the Union recognizes the moral and legal principles involved in the area of civil rights and reaffirm in this collective bargaining agreement their commitment not to discriminate because of race, creed, color, age, sex, dress and appearance, marital status, sexual orientation, handicapping conditions, political beliefs and activities, membership or participation in any employee organization, by adhering to existing equal employment opportunity, affirmative action, and Title IX guidelines and rules and regulations.
- C. Whenever the word "he" or "employee" is used in this document, it shall be deemed to include male and female.

ARTICLE VII

AGENCY SHOP

A. UNION MEMBERSHIP

1. As a condition of employment, each employee in the Bargaining Unit on or before the 30th day after the effective date of this Agreement, or on or before the 30th day after employment in the Bargaining Unit, whichever is later, and regularly thereafter during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues, or, in the alternative, service-fees in an amount permitted by law which shall be set forth, in the By-Laws of the Union.
2. The Office of Human Resources, at the time of hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of this Article's provisions, and shall present to him a membership packet supplied by the Union. If the employee desires to join the Union, the employee shall complete the membership card enclosed in the packet and return it along with initiation fee to the Union's financial officer. If the employee does not desire to join the Union, the employee shall so notify the Union's financial officer.

B. CHECKOFF

1. If the employee has signed the application for membership, the employee shall sign the Authorization for Checkoff of Dues form so that the Union may collect from him its monthly dues. If the employee does not desire to join the Union, the employee shall sign the Authorization for Checkoff of Dues form so that the Union may collect from the employee its service fees permitted by law.
2. During the life of this Agreement and in accordance with the terms of the Authorization for Checkoff of Dues form, the Employer agrees to deduct membership dues, or service fees, levied in accordance with the By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Checkoff of Dues form.
3. The initial deduction for any employee shall not begin unless the Authorization for Checkoff of Dues form and the verification of the Union's financial officer as to the amount of the periodic Union dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected pay day.
4. All sums deducted by the Employer shall be remitted to the Union's financial officer once each month by the fifteenth (15th) calendar day of the month following the month in which deductions were made, together with a list of current employees showing the amount of Union dues or service fees deducted from each employee.
5. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the By-Laws of the Union, refunds to the employee shall be made by the Union.

6. An employee may revoke his Authorization for Checkoff of Dues form by written notification to the Employer's Payroll Department provided such notice also is given to the Union. This written notice must be received by the Employer's Payroll Department 30 days prior to effective pay date.
7. The Employer shall not be responsible for checking off or collecting dues or service fees from an employee on leave of absence during which the employee receives no pay from the Employer.
8. The Employer shall not be liable to the Union by reason of Section B of this Article for the remittance or payment of any sum other than the constituting actual deductions made from the pay earned by the employee.
9. The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees for any organization other than the Union, without the Union's written permission.
10. The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section B of this Article.

C. TERMINATION FOR FAILURE TO COMPLY

1. An employee of the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount permitted by law which shall be set forth in the By-Laws of the Union, shall be terminated by the Employer, provided the following stipulations are adhered to:
 - a. The Union shall notify the employee by registered mail explaining that the employee is delinquent in tendering required Union dues or service fees, specifying the current dues or service fees, specifying the current amount of the delinquency, and warning the employee that unless delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of dues form is tendered within ten (10) working days of such notice, the employee shall be reported to the Board of Trustees or designee for termination as provided for in this Article.
 - b. The Union shall give a copy of the letter sent to the employee and the following written notice to the Director of Human Resources at the end of the ten (10) day period:

The Union certifies that _____ has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the Agreement, the Board of Trustees shall terminate this employee.
2. The Director of Human Resources shall communicate the Union's request for termination of the employee to the Board of Trustees within five (5) working days. At the next scheduled public meeting, the Board of Trustees shall terminate the employee effective within ten (10) working days of the meeting.

3. An employee terminated under this Article shall not be rehired without the written consent of the Union.
 - a. Consent to rehire the employee shall not be withheld arbitrarily nor capriciously, and the Union shall notify the Employer in writing when consent is withheld, giving the reasons therefore.
 - b. An employee who receives Union consent to be rehired shall reimburse the Union for all past dues or service fees before he is rehired.
4. The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. GRIEVANCE

A grievance shall mean a complaint submitted by a Bargaining Unit member or by a group of employees, or by the Union on its own behalf, to the Administration concerning any specific, alleged violation of this Agreement or disciplinary action. Any personnel policies or practices of the College that are clearly inconsistent with this Agreement may also be grieved. All grievances shall be settled in accordance with the following procedure:

B. STEP ONE

The Employer and the Union shall make reasonable efforts as herein defined to resolve employee grievances at the informal stage by facilitating meetings between the grievant and his immediate supervisor.

1. Prior to the filing of a written grievance, but no later than five (5) working days after the cause of the grievance, the grievant, with or without a representative of the Union, shall meet with the appropriate administrator in whose area the grievance arose to discuss the matter with the object of conflict resolution. In the event the appropriate administrator does not meet with the grievant within the above time period, the grievant may then file a written grievance.
2. If the grievance remains unresolved after informal discussion, the Union may submit a written grievance no later than fifteen (15) working days after the grievant's knowledge that a grievance exists. All written grievances should be placed on a form as indicated in Appendix C. A copy of the written grievance shall be dated and signed by the grievant and/or Union representative and submitted by the Union to the administrator with whom the grievance has been discussed along with any attachments which the Union deems relevant to the case. In no event shall the Grievance Procedure be involved for a grievance based on the Agreement later than the expiration date of this Agreement.
3. Within five (5) working days after the grievance was presented to him, the appropriate administrator shall communicate his decision in writing to the appropriate supervisor and to the Union.

C. STEP TWO

1. If the grievance remains unresolved after Step One, the Union may submit the grievance to the Manager of Labor Relations within ten (10) working days after receipt of the grievance answer from the appropriate administrator.
2. Within fifteen (15) working days after receipt of the written grievance from the Union, the Manager of Labor Relations shall arrange and hold an informal hearing concerning the grievance with a member of the Grievance Committee of the Union.

D. STEP THREE

1. If the grievance remains unresolved after Step Two of the Grievance Procedure, the Union shall request a meeting between the Manager of Labor Relations, and the President of the Union within five (5) working days after receipt of the grievance answer from the Manager in order to discuss the grievance further. If, however, at this step either the Union or the administration deems further meetings unproductive, written notification shall be made by either party to go directly to Step Four of the Grievance Procedure.
2. Within fifteen (15) working days after receipt of the request for an additional meeting, the Manager of Labor Relations shall arrange and hold a hearing with the Union President and the Chairperson of the Grievance Committee.

3. Within ten (10) working days after this hearing, the Manager of Labor Relations shall communicate his decision in writing, including a written explanation thereof, to the President of the Union.

E. STEP FOUR

1. If the grievance remains unresolved after Step Three of the Grievance Procedure, the Union may submit the grievance to arbitration. Official written notice of the desire for arbitration shall be submitted to the American Arbitration Association with a copy sent to the Manager of Labor Relations no later than thirty (30) working days after the receipt of the grievance answer from the Manager in Step Three.
2. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association by an arbitrator to be selected by the Employer and the Union within thirty (30) working days after notice of the desire for arbitration has been sent to the American Arbitration Association. If the parties cannot agree upon an arbitrator, they may file for arbitration by an arbitrator selected by the American Arbitration Association or Federal Mediation and Conciliation Services.
3. The arbitrator shall hear the matter promptly and shall issue his decision no later than thirty (30) days from the close of the hearing(s).
4. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
5. The decision and award of the arbitrator shall be in writing and shall set forth his opinions and conclusions on the issue submitted to him.
6. The decision and award of the arbitrator will be in accordance with his jurisdiction and authority under this Agreement, shall be accepted as final by the Employer, the Union, and the employee or employees involved.
7. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

F. GENERAL PROVISIONS

1. All formal grievances shall be typed and shall be submitted on the Grievance Report Form illustrated in the Appendix to this Agreement. All subsequent decisions or answers by the Employer shall be typed.
2. The grievant shall have the right to be present personally, to be accompanied by an official of the Union, or to be represented by an official of the Union at any stage of the proceedings. Either party shall have the right to bring in witnesses necessary for the processing of the grievance.
3. Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses required to be present, to attend. When such hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.

4. Grievances shall be processed as rapidly as possible. The number of working days indicated at each level shall be considered a maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "working day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the College is closed officially.
5. A grievance involving a continuing monetary liability to the College must be appealed within the applicable time limits, and failure to do so shall result in said grievances being deemed withdrawn. Failure of the College to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.
6. A grievance may be initiated at any higher applicable level by mutual written agreement of both parties. The Union may withdraw a grievance without prejudice and without establishing a precedent at any step of the procedure.
7. No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the Employer against any party of interest, any Union representative, or any official participant in the Grievance Procedure by reason of such participation.
8. All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance. However, either party may release pertinent information on any or all personnel related to the grievance.
9. No decision on a grievance or an adjustment thereof shall be contrary to any provision of this Agreement. No terms shall be added to or subtracted from this Agreement nor any provisions changed by the Grievance Procedure.
10. The Union Grievance Committee shall meet with the Manager of Labor Relations at least once every two (2) weeks if requested by either party in order to discuss current grievances.

ARTICLE IX

POSITION SECURITY

A. The Employer shall not hire part-time employees or consultants when such employment effects a decrease in the number of full-time employees in the Bargaining Unit.

B. Staff Reductions – Indefinite Duration

1. In the event it should become necessary to reduce the number of employees in the Bargaining Unit or to discontinue formally a College position to which a full-time or part-time employee is assigned because of reorganization, abolishment of a position, insufficient enrollment, or reduction in funds, the Employer shall provide the Union and each employee initially effected with a minimum of thirty (30) calendar days notice. In such an event, the Employer shall meet within five (5) working days with the Union President to discuss how the layoffs shall be implemented.
2. The Board agrees to issue layoff notices to bargaining unit members who are to be laid off for an indefinite period of time by inverse bargaining unit seniority date within the classification to be affected.

C. Reassignment Rights – Indefinitely Laid Off Employees

A Bargaining Unit member served with a lay off notice, or a Bargaining Unit member who has been bumped pursuant to the provisions of this Article shall in order of Bargaining Unit seniority, be offered available positions as follows.

1. Full-time Bargaining Unit members shall be offered in the priority and sequence listed below:
 - a. Any full-time vacancy at an equivalent pay grade for which the Bargaining Unit member is qualified and has the current ability to perform as determined by the Employer.
 - b. If no vacancy of an equivalent pay grade is available, then any full-time vacancy at a lower pay grade for which the Bargaining Unit member is qualified and has the current ability to perform as determined by the Employer.
2. Part-time Bargaining Unit members shall be offered in the priority and sequence listed below:
 - a. Any part-time vacancy at an equivalent pay grade for which the Bargaining Unit member is qualified and has the current ability to perform as determined by the Employer.
 - b. If no vacancy at an equivalent pay grade is available, then any part-time vacancy at a lower pay grade for which the Bargaining Unit member is qualified and has the current ability to perform as determined by the Employer.

D. Bumping Rights – Indefinitely Laid Off Employees

If no Bargaining Unit position is vacant, a Bargaining Unit member shall bump in order of Bargaining Unit seniority. The sequence of bumping shall be as follows:

1. The least senior Bargaining Unit member in his or her pay grade, holding a position for which the employee is qualified and has the current ability to perform as determined by the Employer.
2. A less senior Bargaining Unit member in a lower pay grade, within his or her pay grade grouping, holding a position for which the employee is qualified and has the current ability to perform as determined by the Employer.
3. For the purpose of this Article, Bargaining Unit seniority shall accrue from a Bargaining Unit member's first date of entry into the P&AA/MFT Bargaining Unit. A separate seniority list shall be maintained for full-time and part-time Bargaining Unit members. Should such member remain a College employee by transferring to another bargaining unit, or exempt position, and later transfer back into the P&AA/MFT Bargaining Unit, Bargaining Unit seniority shall be retained and not accumulate until reentry into the P&AA/MFT Bargaining Unit. If there is a period when a person is not employed by the College and not on layoff status, their Bargaining Unit seniority shall accrue from the date of the person's reentry into the Bargaining Unit at or after the time of their rehire at the College. A Bargaining Unit member who voluntarily leaves for an exempt position for more than 3 months shall forfeit the right to return to the Bargaining Unit. A Bargaining Unit member who accepts any position outside of the Bargaining Unit on a temporary or involuntary basis can remain outside the Bargaining Unit one time only for a maximum period of nine (9) months and still maintain Bargaining Unit seniority. The Bargaining Unit member's position will not be filled on a permanent basis during this one time only absence. After the one time only absence for maximum nine (9) month duration, the Bargaining Unit position must be filled on a permanent basis and follow Article XVII, Vacancies, unless the position is placed on hold or abolished.
4. The Board and Union agree that ties in seniority shall be broken by reference to the following sequence: first by reference to the most recent entered on duty date of each seniority equal bargaining unit member, the earlier date having priority, and finally, if seniority ties shall persist, the last four digits of the Bargaining Unit member's social security number (which appears on their application for employment) shall be examined and priority shall be given to the Bargaining Unit member having the highest last four digit number.
5. The bumping rights of temporary contract Bargaining Unit members shall be restricted to the ability to bump other Bargaining Unit members in temporary positions who have less bargaining unit seniority within their pay grade grouping.
6. Bumping rights will be granted to part-time Bargaining Unit members with three (3) or more continuous years of service at the College. Bumping rights are limited to part-time positions of the same or lower pay grade for which the employee is qualified and has the current ability to perform as determined by the Employer.
7. The Board and the Union agree that bumping rights are restricted to Bargaining Unit members not on probation. A continuing contract or temporary Bargaining Unit member may bump a temporary or probationary Bargaining Unit member, provided the continuing contract or the temporary Bargaining Unit member has greater seniority than the temporary Bargaining Unit member and is qualified and has the current ability to perform the job duties as determined by the Employer based on the certified education and work history on file with the Human Resource Department as of the date of the layoff notice.

E. Compensation Revisions

In a case of reassignment or bumping, there shall be no reduction in the employee's bargaining unit seniority, and the employee shall receive the rate of pay in the classification to which the employee is transferred that is equivalent to his old rate or the next highest rate if no rate is equivalent. If the highest rate of pay in the new classification does not equal the rate of pay that was the employee's when the employee was laid off, the employee shall be paid at the highest rate in that new classification.

F. Faculty Vacancies

An employee served with a lay off notice shall be allowed to apply for a vacant, full-time faculty position for which the employee is qualified according to Article XVII, Vacancies, prior to their last day of work. If a full-time faculty position is available, the posting shall specify that preference will be given for previous Wayne County Community College District administrative experience. When the employee secures a position as a faculty member, the employee shall be paid according to the current Agreement between the Employer and the Wayne County Community College District Federation of Teachers.

G. Recall Rights – Indefinitely Laid-Off Employees

1. A full-time Bargaining Unit member shall have the right to be recalled to a full-time position in the bargaining unit in inverse order of their placement on layoffs for a period not to exceed one (1) calendar year, provided they are qualified and have the current ability to perform as determined by the Employer. A part-time Bargaining Unit member shall have the right to be recalled to a part-time position in the Bargaining Unit in inverse order of their placement on layoff for a period not to exceed one (1) calendar year provided they are qualified and have the current ability to perform as determined by the employer. Bargaining Unit seniority shall continue to accrue during the one (1) calendar year period following their placement on layoff.
2. Any full-time Bargaining Unit member who refuses a call to a full-time position in the bargaining unit shall be removed from the seniority list and shall be deemed a voluntary quit. Any part-time Bargaining Unit member who refuses a call to a part-time position in the bargaining unit shall be removed from the seniority list and shall be deemed a voluntary quit.
3. Notice of recall shall be sent to the laid off employee at his or her last address of record by certified mail or mailgram. A copy of said notice must be mailed to the Union simultaneously.

A recalled employee shall be deemed to have refused a recall if they do not notify the Employer in writing of their acceptance of the recall within ten (10) calendar days of the mailing date of the recall notice.

H. Reorganization and Subcontracting

In the event the Employer considers a reorganization plan for the College which would affect members of the Union, it is mutually agreed that the Employer shall meet with the President of the Union to discuss the intended plan. Said meeting shall take place prior to the formal adoption of a reorganization by the Board of Trustees, prior to the delivery of any layoff notice (Article IX, Position Security), and prior to the implementation of the reorganization plan. It is expressly understood that such a meeting shall not be for the reorganization plan's approval or disapproval by the Union but for information and opportunity for input by the President of the Union.

The Employer further agrees to meet with the Union's negotiating team to negotiate the effects on Bargaining Unit members of any adopted reorganization plan.

This provision shall equally apply in the event the Employer decides to subcontract bargaining unit work.

I. General Provisions

1. Full-time Bargaining Unit members shall have recall rights only to the classification from which they were laid off or from which they were bumped. Laid off Bargaining Unit members shall be given primary consideration for vacancies which occur during the one (1) calendar year following the effective date of their layoff, for which they are qualified and have the ability to perform the work as determined by the Employer.
2. Bargaining Unit members may choose to accept layoffs without exercising their reassignment options or bumping rights by communicating the same, in writing, to the Director of Human Resources as soon as possible but not later than five (5) working days after the issue date of the layoff notice.
3. The Employer shall allow a Bargaining Unit member an orientation period of ten (10) working days to acquaint the employee with the work station environment and to familiarize this employee with the duties and responsibilities of the position to which the Bargaining Unit member has been reassigned or bumped to pursuant to the provisions of this Article.
4. The Employer shall have the sole right to determine if an employee is qualified and has the ability to perform available work.

ARTICLE X

EMPLOYMENT STATUS

A. GENERAL PROVISIONS

All employees in the bargaining unit shall fall under one of the following designations: probationary, temporary, interim, or continuing.

All employees in the bargaining unit shall be apprised of their employment status when their employment commences or is renewed.

B. PROBATIONARY STATUS

1. The probationary period for all full-time employees in the bargaining unit shall consist of one hundred eighty (180) calendar days for any given classification.
2. The probationary period for part-time employees in the bargaining unit shall consist of two hundred seventy (270) calendar days for any given classification.
3. No Bargaining Unit member shall serve more than one (1) probationary period.
4. There shall be no employment rights for laid-off or recall rights for probationary employees, and no such matters shall be subject to the grievance procedure.
5. All probationary employees are subject to discharge without recourse to either Article VIII or Article XII.

C. TEMPORARY FULL-TIME AND PART-TIME STATUS

1. DEFINITION

Temporary employment status within the Bargaining Unit is defined as being any full or part-time job classification which is known to be temporary at the time of hire. This temporary status shall not exceed twelve (12) months. Any individual occupying a temporary job classification beyond twelve (12) months, shall be given continuing contract status.

2. A temporary, full-time or part-time employee who is subsequently hired into a position offering full-time continuing employment shall have his seniority date back to the first date of hire in the temporary position.

D. CONTINUING FULL-TIME AND PART-TIME STATUS

1. Definition

Continuing employment status is the full-time and part-time employees' assurance of employment security until retirement, provided said employee is not terminated for just cause such as but not limited to the following: gross insubordination, pillage, intoxication (drugs, alcohol), incompetence, or failure to observe safety rules or regulations. However, every attempt shall be made by the Employer and Union to rehabilitate those Bargaining Unit members who experience drug and/or alcohol related problems.

2. Continuing Status Eligibility

- a. All present full-time employees in the bargaining unit who have completed one hundred eighty (180) calendar days of satisfactory service shall be given continuing employment status retroactive to the date of hire.
 - b. All present full-time employees in the bargaining unit who have completed less than one hundred-eighty (180) calendar days of service shall be given continuing employment status retroactive to the date of hire upon the completion of one hundred eighty (180) calendar days of satisfactory service.
 - c. All present part-time employees in the bargaining unit who have completed two hundred seventy (270) calendar days of satisfactory service shall be given continuing employment status retroactive to the date of hire.
 - d. All present part-time employees in the bargaining unit who have completed less than two hundred seventy (270) calendar days of service shall be given continuing employment status retroactive to the date of hire upon the completion of two hundred seventy (270) calendar days of satisfactory service.
3. Full-time employees hired after the effective date of this Agreement shall be given continuing employment status retroactive to the date of hire upon completion of one hundred eighty (180) calendar days of satisfactory service.
 4. Part-time employees hired after the effective date of this Agreement shall be given continuing employment status retroactive to the date of hire upon completion of two hundred seventy (270) calendar days of satisfactory service.

E. INTERIM FULL-TIME AND PART-TIME EMPLOYMENT STATUS

1. In the event an employee with continuing full-time employment status accepts an interim full-time appointment as outlined in Article XXVIII, Interim Appointments, Temporary Job Assignments and the Temporary Assignment of Additional Duties, all continuing employment rights shall obtain as stipulated and defined in Section D of this Article.
2. In the event an employee with continuing part-time employment status accepts an interim part-time or full-time appointment as outlined in Article XXVIII, Interim Appointments, Temporary Job Assignments and the Temporary Assignment of Additional Duties, all continuing employment rights shall obtain as stipulated and defined in Section D of this Article.

F. PART-TIME EMPLOYEES – HOURS OF WORK

Part-time employees shall not work more than thirty (30) hours per week unless required during high activity registration periods at the beginning of each semester. These high activity periods will not exceed four (4) consecutive weeks and will not occur more frequently than three (3) times per year. During these specific periods, part-time employees may be required to work no more than thirty-five (35) hours per week.

ARTICLE XI

EVALUATION OF EMPLOYEES

A. The Employer and the Union recognize the importance of periodical evaluations of employees in the bargaining unit. The Union supports the evaluation principle and agrees to cooperate fully with the Employer in these evaluation procedures.

B. EVALUATION PERIODS

1. Probationary, Full-time Employees

Each probationary employee shall be evaluated and given an evaluation interview by the employee's immediate supervisor twice during the employee's probationary period.

- a. The first evaluation and evaluation interview shall be completed between the sixtieth (60th) and the ninetieth (90th) calendar day of the employee's employment.
- b. The second evaluation and evaluation interview shall be completed between the one hundred fiftieth (150th) and one hundred eightieth (180th) calendar day of the employee's employment.
- c. If this second evaluation indicates satisfactory or better performance, the probationary employee shall be granted continuing employment status beginning the one hundred eighty first (181st) calendar day of the employee's employment, provided the employee is not employed on a temporary, full-time basis.

2. Probationary Part-time Employees

Each probationary employee shall be evaluated and given an evaluation interview by the employee's immediate supervisor three times during the employee's probationary period.

- a. The first evaluation and evaluation interview shall be completed between the sixtieth (60th) and the ninetieth (90th) calendar day of the employee's employment.
- b. The second evaluation and evaluation interview shall be completed between the one hundred fiftieth (150th) and one hundred eightieth (180th) calendar day of the employee's employment.
- c. The third evaluation and evaluation interview shall be completed between the one hundred eightieth (180th) and the two hundred seventieth (270th) calendar day of the employee's employment.
- d. If this third evaluation indicates satisfactory or better performance, the probationary employee shall be granted continuing employment status beginning the two hundred seventy first (271st) calendar day of the employee's employment, provided the employee is not employed on a temporary, part-time basis.

3. Employees in Trial Periods of Continuing Employment

- a. The evaluation and evaluation interview shall be completed between the sixtieth (60th) and ninetieth (90th) calendar day of the employee's trial period.
- b. If this evaluation indicates satisfactory or better performance, the employee shall be given continuing employment status in that position.
- c. In cases of trial employment involving promotions and lateral transfers only, the Employer shall not fill any vacancy created by such action on a permanent, full-time basis until after the completion of the evaluation and evaluation interview. In the event the Employer issues an unsatisfactory evaluation in the promoted position, the Bargaining Unit member shall have the right to return to their former position, provided the Bargaining Unit member exercises that right within five (5) working days after receipt of the written evaluation. In order to exercise the right to return, the Bargaining Unit member must deliver written notice of such intent not later than the end of the fifth (5th) working day following receipt of the unsatisfactory written evaluation, to the Manager of Labor Relations. Any such negative evaluation shall be removed from the employee's personnel file upon return to the Bargaining Unit member's previous position.

4. Other Employees

All other employees shall be given an annual evaluation between April 1 and May 31.

C. GENERAL PROVISIONS

1. All evaluations indicated above shall be made by the immediate supervisor directly responsible for the employee's work by completion of the Performance Evaluation Form enclosed in the Appendix of this Agreement.
2. The immediate supervisor evaluating the employee shall conduct a private interview with the employee to discuss the evaluation and compare it with prior evaluations.
 - a. The immediate supervisor evaluating the employee shall sign the Performance Evaluation Form. The employee shall sign the form indicating only that the employee has reviewed the completed form in an evaluation interview. The employee's signature does not necessarily indicate agreement by the employee with the evaluation. If the employee chooses to do so, the employee may comment on the evaluation and said comment will be filed in the employee's personnel file.
 - b. A copy of the signed evaluation form shall be given to the employee at the evaluation interview and a copy shall be placed in the employee's personnel file, and the provisions of this Agreement covering personnel files shall apply. A department copy may be retained by the supervisor.
3. An employee may request an informal oral evaluation session with the employee's immediate supervisor apart from the formal evaluation and evaluation interview procedures described above as frequently as both parties deem necessary.

4.
 - a. In utilizing the evaluation form exhibited in Appendix B of this Agreement, the supervisor shall cite specific incidents for each appraisal factor which supports the rating given.
 - b. In utilizing the evaluation form in Appendix B of this Agreement, the supervisor shall list as appraisal factors on the first page of the form only measurable goals and objectives.
5. Nothing in this Article shall preclude the immediate supervisor from using forms not referred to herein, provided that the immediate supervisor employs relevant and uniform criteria in an evaluation which does not deviate from the standard procedure. However, any written evaluation shall be discussed with the employee in an evaluation interview as described above, and the rules concerning these interviews as described above shall apply.

ARTICLE XII

DISCIPLINARY ACTION, TERMINATION

A. DISCIPLINARY ACTION

1. The Employer and the Union agree that disciplinary action shall be taken against an employee for adequate and just cause only.
2. In the event problems arise between an employee and his immediate supervisor, it is agreed that such problems will be solved informally whenever possible. The employee and the immediate supervisor shall meet in private in an attempt to mutually identify, clarify and resolve any job related difficulties. In the event the immediate supervisor is unable to meet privately with the employee on a timely basis, the immediate supervisor shall inform the employee in writing that a problem exists and shall establish a meeting to discuss the problem.
3. The Employer and the Union agree that any oral reprimand shall take place in private.
4. The Employer and the Union agree that no reprimand shall be placed in an employee's personnel file prior to discussion between the person issuing the reprimand and the employee being reprimanded.
5. The employee shall receive a copy of any written reprimand prior to its placement in the employee's personnel file. This reprimand shall cite the reasons for the reprimand. However, if the Employer is unable to secure the employee's signature after three (3) working days from the issuance of the reprimand, the reprimand may be placed in the employee's personnel file without his/her signature.

B. SUSPENSION

In the event the Employer elects to suspend a Bargaining Unit member, such suspension shall be for just cause.

C. TERMINATION

Except as provided for in Article VII, Agency Shop, Article IX, Position Security, and Article X, Employment Status, an employee in the Bargaining Unit shall be subject to termination only for just cause. The following procedure shall be adhered to whenever termination proceedings are initiated against an employee in the Bargaining Unit:

1. The employee's immediate supervisor shall initiate a termination recommendation. The recommendation shall be in writing and shall set forth the reasons for the termination. The recommendation shall be reviewed by the employee's Divisional Head. If the Divisional Head concurs in the recommendation, the Divisional Head shall forward the recommendation with his approval to the Chancellor of the College.
2. The Chancellor of the College or his designee shall review the recommendation. If the Chancellor concurs in the recommendation, the Chancellor shall authorize the Divisional Head to inform the employee, by letter, of the termination recommendation. The letter shall be given to the employee in person, if possible. At the same time, a copy of the letter shall be given to the Union and a copy placed in the employee's personnel file.

P&AA Master Agreement 2003-2008

3. If termination is recommended by the Chancellor or his designee, such recommendation shall be forwarded to the Board of Trustees within ten (10) work days after the receipt of the recommendation for termination from the Divisional Head.
 4. The Board or its designee shall send a letter informing the employee of its decision. At the same time, a copy of this letter shall be given to the Union, and a copy shall be placed in the employee's personnel file.
- D. An employee in the Bargaining Unit, except as limited by Article X, Section B. 5., who is terminated shall have recourse to the grievance procedure. The Union may begin the grievance at step 4 of the formal grievance procedure.

ARTICLE XIII

COMMUNICATIONS

- A. The Union's designee shall be furnished a copy of the agenda of each public meeting of the Board of Trustees with all normal attachments not confidential as determined by the Board at the same time regular distribution is made to the Board.
- B. Upon written request by the Union, its officially designated representative shall appear as an item of new business on the agenda of each monthly public meeting of the Board of Trustees for which the request was made, provided that such request shall be made in writing and received by the office of the Secretary to the Board at least three (3) work days prior to the meeting. Said request shall state the reason for appearing before the Board and shall include any available, relevant materials related to the subject matter of the request. If sufficient advance notice of a public meeting is not given to the Union in order to allow for its request to be delivered within the prescribed time limits, such request shall be made within a reasonable time after receipt of the notice of the meeting.
- C. The Employer shall make available to the Union upon its written request and within ten (10) working days thereafter such available statistical, financial, and personnel information and reports related to the operation of the College as are necessary for processing of grievances or the negotiation or implementation of collective bargaining agreements, provided that nothing included herein is intended to require the Employer to present information in forms not normally followed nor in forms not already compiled as provided by law.
- D. There shall be a regularly scheduled meeting between the Manager of Labor Relations and the President of the Union at least once every month. The parties may bring individuals they feel are necessary for the conduct of business at these meetings.
- E. Upon written request, the Union shall be provided with a copy of the organizational chart of the College, complete with names, titles, salaries, office locations, office telephone numbers and extensions of each Bargaining Unit member. The Union shall be promptly notified of changes in the organizational chart.
- F. The Employer shall be provided with a list of Union officers, committee members, and other officials of the Union along with office locations and office telephone numbers and extensions. The Employer shall be promptly notified of changes in this data.
- G. Employees shall be responsible for providing the Employer and the Union with changes in their addresses or telephone numbers within five (5) working days of such changes.
- H. The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement within a reasonable time after its ratification by both parties. Each new hire, rehire, reinstated, or transferred employee who does not have a copy of the Agreement shall be supplied a copy by the Employer. The Employer shall supply the Union with three hundred (300) copies of the Agreement for the Association's own use. Cost of any outside printing of this Agreement shall be shared equally by both parties. The outside printer shall receive a copy of the Ratification Agreement within twenty (20) working days after ratification by the Union and the Employer. A copy of this Agreement shall be maintained in the office of each administrator and supervisor of the College.

P&AA Master Agreement 2003-2008

- I. The Employer will provide the following information on a monthly basis to the President of the Union for each Bargaining Unit member: name, address, home telephone, job title, pay grade, duration of appointment, enter on duty date, classification seniority, bargaining unit seniority (separate list maintained for full-time and part-time Bargaining Unit members), job location and cost center. In addition, the Employer shall provide a salary chart to the President of the Union for all Bargaining Unit members on a quarterly basis.

- J. The employer shall provide the Union President copies of all personnel action notices and all Employment Authorization Forms generated pertaining to bargaining unit members within five working days.

ARTICLE XIV

NEGOTIATIONS

- A. During the period of this Agreement, any time after one hundred eighty (180) calendar days preceding the termination date, either party may notify the other of its intentions to negotiate, and negotiations shall begin within sixty (60) days after such notice is received.
- B. During the period of negotiating an Agreement, both parties shall meet at reasonable intervals and for reasonable periods of time. Every effort shall be made to schedule bargaining sessions at times which shall not conflict with scheduled assignments or otherwise disrupt or create discontinuities in normal College operations.
- C. The President and members of the bargaining team (which shall be limited to not more than four (4) officials of the Union) shall be granted a reasonable amount of release time from the Manager of Labor Relations, beginning one hundred eighty (180) calendar days prior to the termination date of this Agreement for the purpose of preparing for and conducting contract negotiations.
- D. Whenever, a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit, by mutual consent the parties may convene their professional negotiation teams to discuss the matter.

ARTICLE XV

PERSONNEL FILES

- A. An official personnel file shall be maintained by the Employer for each employee in the Bargaining Unit and all such files shall be maintained in a centrally located office.
- B. Each personnel file shall have a cover sheet upon which shall be recorded the date of the insertion of any material, the subject and origin of the material, and the names of those persons who insert and inspect the material.
- C. At the request of the Employer, each employee shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustments are on file in the Human Resources Office. The employee shall be informed on the date of the request that failure to submit the aforementioned data within six (6) months may result in termination of employment.
- D. Each employee shall have the right to examine the contents of the employee's own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. The employee shall make an appointment with the Human Resources Office to examine his file. The Director of Human Resource or the Director's designee shall be present when the employee examines the employee's file and, if the employee so desires, the employee may be accompanied by a representative of the Union. If the employee designates in writing that the employee desires a representative of the Union to examine the employee's file in the employee's absence, the designated representative shall be allowed to examine the file. The Employer acknowledges that the Union is entitled to see personnel files of other employees without their permission subject to a showing of legal relevancy.
- E. No materials originating from a nonprofessional source shall be placed in the employee's personnel file. No official report nor any derogatory statement about an employee shall be filed unless the employee is sent a dated copy. The employee has the right to submit a response to that report or statement, and the response shall be attached to and filed with the report or statement.
- F. All documents, communications, and records dealing with the processing of a grievance as outlined in this Agreement shall be filed separately from the personnel files of the participants. This provision shall be retroactive.
- G. Each employee shall have the right to place in the employee's personnel file relevant material which attests to the employee's professional competence.
- H. At the employee's request, the Employer shall reproduce any material in the employee's personnel file, except confidential pre-employment credentials of an evaluative nature, provided a reasonable duplication fee is paid by the employee.
- I. A Bargaining Unit member can request in writing the removal of the oldest reprimand in the employee's personnel file, provided said employee has not received a reprimand for one calendar year.

ARTICLE XVI

CIVIC AND ACADEMIC FREEDOM

An employee shall be free from administrative and institutional censorship and discipline when the employee speaks or writes as a citizen. The employee bears the responsibility to clarify the fact that the employee speaks or writes as an individual and not on behalf of the Employer, and to identify himself/herself at the time the employee speaks or writes.

ARTICLE XVII

VACANCIES

- A. The Employer will post all notices of any Union vacancies in a prominent and secure location in the immediate proximity of the Human Resource Office and will distribute such notice to each of the day/night instructional centers for the full duration of the application period. The Human Resource Office will assign a sequential number to each notice of position vacancy. The notice of position vacancy shall be posted only after notice of receipt has been signed off by the Union President or designee, provided said notice has been signed off within forty-eight (48) hours of receipt of said notice. Posting should be made at least fourteen (14) calendar days prior to the filling of the vacancy for full-time Bargaining Unit members and seven (7) calendar days prior to the filling of the vacancy for part-time Bargaining Unit members unless waived in writing by the President of the Union or his designee.
1. The notice shall be in a form suitable for posting and shall include the date of the notice, a job description summary, remuneration offered, required qualifications, bargaining unit designation, and the final date for acceptance of applications.
 2. Any employee of the College may apply for the position by written application to the Director of Human Resource. An application for a position shall be recognized as a professional right and shall not adversely affect an employee's status in the employee's present position.
 3. The Employer shall notify all Union member applicants of the disposition of their applications for a position prior to the approval by the Board of Trustees of the name of the successful applicant.
- B. The Employer shall give primary consideration to applicants from within the Bargaining Unit if their qualifications are superior or equal to other qualified applicants, provided the selection of applicants is consistent with existing equal employment opportunity and affirmative action guidelines. Successful employment in the employee's existing classification shall be a recognized factor for filling a College position.
- C. Prior to the posting of a new position within the Bargaining Unit, the Director of Human Resources shall notify the President of the Union in writing of the new position and salary for said position by submitting a proposed job posting and job description for said position. The President of the Union may respond within five (5) working days from receipt of said notice.

ARTICLE XVIII

OUTSIDE OR PART-TIME EMPLOYMENT

A. GENERAL PROVISIONS

1. Each employee in the Bargaining Unit is expected to carry out the responsibilities of the employee's position at the College. A moderate amount of outside or part-time employment is permissible, provided it does not conflict with the employee's position at the College, does not adversely effect the quality of the employee's work, and is not carried out during hours normally devoted to the responsibilities of his position at the College.
2. If the Employer determines that an employee's outside or part-time employment conflicts with the employee's position at the College, adversely effects the quality of the employee's work, or is carried out during hours normally devoted to the responsibilities of the employee's position at the College, the employee shall be so advised, and the employee shall immediately take steps to remedy the situation.
3. No full-time employee of the College may hold another full-time job. Any other job held by a Bargaining Unit member shall be deemed a full-time job if the other employer classifies it as a full-time job. Any employee who continues to hold another full-time job after being notified that he is in violation of this provision shall be terminated. Such employer determination shall be subject to the grievance procedure.

B. EMPLOYEES WHO TEACH

An employee in the Bargaining Unit shall be allowed to instruct or to act in the capacity of counselor or librarian for remuneration in addition to the responsibilities of the employee's position at the College provided the above and following stipulations are adhered to:

1. The employee shall be qualified to perform the assignment and shall have an application and other employment credentials which attest to the employee's qualifications in the employee's personnel file.
2. The employee shall be allowed to teach or act in the capacity of counselor or librarian for a maximum of two classes per semester.
3. The employee's teaching or other assignments shall in no way result in the reduction of present full-time faculty positions.
4. The employee's teaching or other assignments shall in no way infringe on any full-time faculty member's priority in regular or overload assignments.
5. The employee's performance of the teaching or other assignments shall be evaluated using the same criteria as those applied to part-time faculty.
6. The employee shall be paid according to the existing part-time salary schedule as found in the current Agreement between the Employer and Wayne County Community College District Federation of Teachers.
7. The employee shall be liable to the Federation of Teachers for an amount equal to the appropriate dues or service fees.

C. PART-TIME EMPLOYMENT WITHIN THE BARGAINING UNIT

Full-time employees in the bargaining unit shall have priority in the assignment of additional bargaining unit work that does not conflict with their normal working hours. Full-time employees in classifications A-1 through A-5 shall have first refusal as to additional work in any job classification P-1 through A-5. Full-time employees in job classification B-1 through B-6 shall have first refusal as to additional work in any job classification B-1 through B-6. Compensation shall be at the classification's appropriate full-time hourly rate.

ARTICLE XIX

STANDING COMMITTEES

- A. The Employer shall involve employees of the Bargaining Unit in the development of policies having a direct relationship to their interests or professional mission. This involvement shall be evident especially, but not exclusively, in the standing committees of the College.
- B. There shall be appropriate Union representation on all standing committees created by the Employer. Union representatives serving on standing committees shall be elected at large by the employees in elections conducted by the Union. Any employee shall have the right to place the employee's name on the ballot of any standing committee position available.
- C. The Union shall be provided with the agenda for all standing committee meetings at the same time it is sent to its members. This shall be done in order that the Union might submit written material pertinent to the items on the agenda of these meetings.
- D. If the Employer does not accept the recommendations of a standing committee, the reasons for such action shall be forwarded to the chairperson of the committee involved. In any opinion rendered by a standing committee, provision shall be made for minority opinion. The Union shall obtain an opinion of a standing committee by submitting a request in writing to the chairperson of the committee.
- E. Each standing committee shall have access to all non-confidential materials which are pertinent to its deliberations. It may use consultants as their need is determined, provided the use of consultants shall not obligate the committee or the Employer financially.
- F. Each standing committee shall be provided with adequate secretarial help and shall be provided with centrally located files for committee correspondence and records.

ARTICLE XX

LEAVES

A. LEAVES OF ABSENCE WITH PAY

1. General Provisions

- a. Leaves of absence with pay shall be granted only to full-time employees in the bargaining unit. (Except Emergency Situations and Jury Duty which shall also be granted to Part-time employees in the bargaining unit who are scheduled to work on the day(s) effected.)
- b. All leaves of absence with pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by an employee prior to the effective date of the leave shall be carried forward and credited to him upon his return. Upon his return from a leave of absence with pay, the employee shall be returned to his position and pay grade, provided such position has not been eliminated by the Employer and his seniority entitles him to his former position and pay grade.
- c. An employee shall suffer no loss of pay during a leave of absence with pay except as limited in the following provisions.
- d. An employee shall accrue sick leave days and vacation days during a leave of absence with pay, and his insurance benefits shall continue for the duration of the leave. All full-time employees shall receive, in writing, an update of their accrued sick leave and vacation time every six months.

2. Sick Leave

- a. Each full-time employee shall accrue one and half (1-½) days of sick leave for each month employed, provided the employee worked a minimum of eighteen (18) days per month used in the computation. Any day for which the employee is compensated fully by the Employer shall be considered a day worked. The Employer shall minimally charge two (2) hours for each use of sick leave.
- b. Sick leave days shall be used only for the following purposes:
 - 1) Employee's illness, accident, or hospitalization.
 - 2) Pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be included specifically in this category. Normally, routine dental and medical appointments should not be charged to sick leave. Each employee will make every attempt to secure all medical and dental appointments outside normal working hours. If such appointments are necessary during working hours, they shall be charged to sick leave.

3) Emergency Situations

Emergency situations shall be limited to the following: quarantine of employee or employee's living quarters; court appearance where the employee's attendance is required by subpoena or summons; such days as may be required by the employee's religion for holy observance and abstention from work; death in the family or death of a close associate; care for a member of the employee's family when no other arrangements are possible; weather conditions that make it impossible for the employee to report to work; conditions arising out of civil strife or riot which make it impossible for the employee to report to work.

4) Personal Business Leave

The Employer shall minimally charge one (1) hour for each use of personal business leave. Up to five (5) days per annum may be stipulated as personal business leave days. Personal business leave is provided for personal business of a nonprofit nature that cannot be taken care of outside of working hours. Personal business leave days shall not be allowed immediately prior to or immediately following a scheduled holiday or vacation day.

- c. An employee shall report each absence promptly to his immediate supervisor. Whenever possible, an employee shall report the absence before the beginning of the normal work day. The employee shall identify the reason for the absence except in the case of personal business leave. If an employee is absent for five (5) consecutive work days without notifying his immediate supervisor, the employee shall be subject to termination, notwithstanding the provisions of Article IX, Position Security, or Article VIII, Grievance Procedure.
- d. After seven (7) consecutive work days of sick leave, an employee shall furnish to the Employer a statement from his physician verifying that the employee is unable to work. Clarification of medical statements may be required by the Employer. An employee who remains on extended sick leave in excess of fifteen (15) work days may be asked by the Employer to have a medical examination by a physician stipulated by the Employer in cases where sufficient evidence of continued illness and/or clarification is not obtainable by other means. An employee returning after seven (7) or more consecutive work days of sick leave shall supply the Employer with a physician's statement attesting to the employee's ability to resume full-time employment.
- e. The Employer is responsible for keeping the records of each employee's sick leave account up to date. The Employer shall report sick leave balances as of the preceding pay period at the end of the current month as an enclosure with the paycheck.

- f. An employee may request a medical leave of absence for medical reasons. Such request for leave of absence shall be in writing and must be approved by the employee's immediate supervisor. Ordinarily, such medical leave of absence will be for a period of not less than fifteen (15) working days and may be extended for good medical reasons for longer periods of time. An employee who has gone on medical leave of absence for less than one (1) year's duration shall be entitled to return to the position which the employee left at the commencement of such medical leave, provided such position currently exists and further provided the employee can physically and emotionally perform the job. Such jobs, if filled, will be filled on a temporary basis subject to the employee's return from medical leave of absence. If the medical leave of absence extends one (1) year, the employee may return to the position they left provided the Bargaining Unit member returning from medical leave of absence has more classification seniority than the Bargaining Unit member who filled this position on a temporary basis.
- g. An employee shall not be able to use sick leave days before they are accrued.
- h. An employee shall be allowed to use accrued vacation days as sick leave days when the employee's sick leave account is exhausted, provided notification of same is given to the immediate supervisor on a timely basis.
- i. An employee who leaves a position in the Bargaining Unit for another full-time position in the College shall be allowed to transfer each employee's sick leave account to the employee's new position.
- j. If an employee is sick for fifteen (15) consecutive work days, the employee must notify the Human Resource Department by the end of the fifteenth day as to whether they wish to begin receiving short term disability benefits as of their 16th consecutive day of absence, or whether they wish to designate when sick leave benefits shall terminate and when short term disability benefits shall begin. No other options shall be available to the employee. If the employee fails to notify the Human Resource Department by the end of the 15th day the employee shall begin receiving short-term disability benefits as of their 16th consecutive day of absence.

Once the employee has notified the Human Resource Department as to their choice or failed to notify the Human Resource Department of their choice, no changes may be made.

If an employee elects to exhaust their sick leave before receiving short term disability benefits, the employee's disability shall be deemed to have occurred on the 15th work day prior to the exhaustion of the employee's sick leave. Only employees who have more than fifteen (15) accrued sick leave days may avail themselves of this option.

3. Jury Duty Leave

Upon prior written request, a full-time or part-time employee called to jury duty shall be granted a leave of absence for the duration of that duty, or at the option of the employee, may elect to take any vacation/leave time that the employee has accrued. The Employer shall be obligated to pay only an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury fee paid. In order to be eligible for compensation from the Employer as noted above, each full-time employee must submit check stub(s), to the Employer indicating the amount of jury duty pay received. The Employer, upon receipt of check stub(s), will deduct the amount of all jury duty fees, exclusive of mileage allowances, from the employee's regular pay check.

4. Reservist Duty Leave

- a. Upon prior written request, an employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training period shall be granted a leave of absence for the duration of that training period.
 - 1) The Employer shall be obligated only to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the reservist's daily rate.
 - 2) The Employer shall be obligated only to pay the above difference for a maximum of fourteen (14) calendar days.
- b. Emergency Duty Leave

An employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster, shall be granted a leave of absence for the duration of that emergency duty.

- 1) The Employer shall be obligated only to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the stipend paid if that stipend is less than the employee's daily rate.
- 2) The Employer shall be obligated only to pay the above difference for a maximum period of thirty (30) calendar days.

5. Part-Time Employee Leave

Part-time employees who have completed one (1) year of employment shall be provided the following leave time.

- a. A maximum of seventy-five (75) hours of leave may be accrued each year of the contract.
- b. Leave banks will be established as of July 1, 1995 containing the leave time earned during 1994-95. Thereafter, leave will be accrued on the basis of 3.5 minutes per hour of work up to a maximum of 1,286 hours and may be used in one hour increments as it is earned. No leave time is granted for hours worked beyond 1,286.
- c. Leave may be used for vacation, sick, and personal business purposes. Leave used for vacation must be requested in writing thirty (30) days in advance.
- d. Seventy-five (75) hours can be carried over from one contract year to the next. All additional hours will be forfeited.

B. LEAVES OF ABSENCE WITHOUT PAY

1. General Provisions

- a. Leaves of absence without pay, except as provided for in the following provisions, shall be granted only to full-time Union members.

- b. All leaves of absence without pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by a Union member prior to the effective date of the leave shall be carried forward and credited to the employee upon the employee's return. Upon the employee's return from a leave of absence without pay, the employee shall be returned to the employee's position and pay grade, provided such position has not been eliminated by the College and his seniority entitles the employee to the employee's former position and pay grade.
- c. Except as specifically provided for in any of the following provisions, no payment of any kind shall be made to or for a Union member on any leave of absence without pay.
- d. Except as specifically provided in any of the following provisions, an employee shall not have the employee's insurance benefits paid for him by the Employer for the duration of a leave of absence without pay. However, the Employer shall allow an employee on leave of absence without pay to continue the employee's insurance benefits through the Employer's insurance plans, provided the employee is responsible for all premium payments.
- e. All requests for leave of absence without pay shall be made in writing and shall be made initially with the employee's supervisor. They shall be subject to the approval of the employee's Divisional Head.
- f. The Union shall be kept apprised of all extended leaves of absences without pay for members of the Bargaining Unit. Extensions for leaves of absence without pay shall comply with the procedure for the initial leave request.
- g. Each request for a leave without pay shall be filed in the Office of Human Resources at least two weeks prior to the requested starting date of the leave whenever possible.
- h. Failure to return to employment upon termination of a leave of absence without pay shall constitute termination of employment.

2. Extended Military Leave

A full-time member who enlists in or is conscripted into the United States Military Service shall be granted a leave of absence without pay in conformance with conditions established by federal and state law. If said employee volunteers for alternative service, in lieu of the Draft, he shall be entitled to the above mentioned rights.

3. Personal Leave

A member who is an expectant mother shall be granted a leave of absence without pay under the following provisions:

- a. The Employer shall grant a leave of absence without pay for maternity leave upon written request of such leave by the employee and certification of pregnancy by the employee's physician.
- b. The employee shall notify the administrator in charge of Human Resources by written statement from her physician within six (6) weeks after pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date up to which, in the physician's opinion, the employee can continue full-time employment in her position without: 1) danger to the employee's health or that of the unborn child, or 2) impairment in any way of the employee's ability to perform her duties.
- c. The effective date of separation for maternity reasons shall be the date specified by the employee's physician as described in the above subsection.

- d. Within six (6) weeks after delivery of the child, the employee shall supply the administrator in charge of Human Resources with a statement from her physician specifying the date when, so far as the health of the child is concerned and without respect to any aspect of care in feeding of the child, the employee is able to resume full-time employment in her position without danger to the employee's health and without impairment in any way of the employee's ability to perform her duties.
- e. The date of resumption of employment shall be the date specified by the employee's physician as described in the above subsection.
- f. The employee may apply sick leave days to a maternity leave for a period not to exceed six (6) weeks after the birth of the child. Sick leave shall not be used beyond the six (6) week period except in those instances where the employee's physician certifies that the employee is physically unable to return to work.
- g. The Employer reserves the right at its option and expense to have the employee examined by a physician designated by the Employer with respect to the report ending date of the leave as set forth in subsection d. above. The employee will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Employer's designated physician will provide the Employer and the employee with a statement specifying the same information as that required from the employee's physician and described in subsection "d" above. In event of conflict between the statements of the two physicians, a third physician shall be selected by the two physicians, and his/her diagnosis shall be controlling.
- h. An employee who fails to return to work at the termination of the maternity leave, or any extension that may have been granted thereof, shall be subject to immediate termination.
- i. Hospitalization coverage shall be paid by the Employer for one hundred eighty (180) days beginning the first day of leave.

4. Parental Leave of Absence

- a. The Employer shall grant a leave of absence without pay for the care of an employee's newborn child for a period of up to one year upon written request for such leave by the employee and certification of the birth by the employee's physician.
- b. The request for parental leave shall be submitted at the same time as a request for maternity leave as described in the above paragraphs. Parental leave will begin at the date for expiration of maternity leave as described in the above paragraph 3. (d).
- c. A full-time male Bargaining Unit member shall be granted up to one (1) year's leave of absence without pay upon written request to the appropriate administrator provided such request is made within sixty (60) days of the birth of the child to his spouse.

5. Medical Examination

Should the Board or its agents have reason to suspect that an employee is being rendered incompetent by physical and/or emotional disability, the Board may require that said employee submit to a physical or psychiatric evaluation. The Board may designate an examiner who must be a licensed physician or psychiatrist, and the Board will assume the cost of the examination. The employee, at his expense, may select an additional examiner. In the event the examiners differ upon final diagnosis, the parties shall employ a third physician selected by the first two physicians whose diagnosis shall be binding on the parties. The parties shall split the cost of this final examination. All examination reports shall be confidential and none shall be placed in the personnel file of the employee until final determination of the employee's condition.

6. Other Leaves of Absence Without Pay

The Employer may grant other leaves of absence without pay if such leaves are recommended by the employee's immediate supervisor and approved by the employee's Divisional Head and the Director of Human Resources. A leave granted under this provision to one employee shall in no way set a precedent for other requests.

ARTICLE XXI

VACATIONS

A. Each full-time employee in the Bargaining Unit shall be granted vacation days with pay. Vacation days shall be granted only in accordance with the following provision:

B. METHOD OF COMPUTING VACATION DAYS

1. Vacation days for full-time Bargaining Unit members shall accrue according to the following:
 - a. Vacation days shall accrue at the rate of one and three quarters (1 $\frac{3}{4}$) days for each month of full-time employment.
 - b. For purposes of this and the following paragraph, in order to accrue vacation days for any month, a full-time employee shall have worked a minimum of eighteen (18) days. Any day for which the employee is compensated fully by the Employer shall be considered a day worked.
 - c. The Employer shall minimally charge four (4) hours for each use of vacation leave.
2. Method of Scheduling Vacation Days
 - a. Each Bargaining Unit member shall request vacation on forms provided by the Employer. Any vacation time not used may be reserved for future provided, however, that the number of reserved hours for any Bargaining Unit member shall not exceed 336 hours. Any Bargaining Unit member who has a vacation balance greater than 336 hours as of June 30 of each year shall forfeit all hours in excess of the 336 hours reserve maximum.
 - b. All vacation requests must be submitted not later than one (1) calendar month prior to the requested time off for vacation.
 - c. Approvals or denials of vacation time requests shall be made not later than two calendar weeks after receipt of same.
 - d. In the event that an employee and his supervisor are unable to agree on the dates when vacation leave shall be granted, the employee may submit two (2) options in writing to the supervisor. These alternative options shall be for the same number of consecutive vacation days as originally requested and shall not overlap each other or the originally requested vacation period. The Employer must accept one of the two (2) alternatives.
 - e. Requests for changes in vacation time after approval shall be made in writing to the immediate supervisor. Approvals for vacation changes shall be effective only if signed by the Divisional Head and the Director of Human Resources.
3. Each employee, in addition to the above vacation days, shall be credited as vacation days those days occurring between the Christmas and New Year's holiday break each contract year, provided the employee is not scheduled to work during this period. If the employee is scheduled to work, the employee shall be allowed to reschedule these vacation days.

C. GENERAL PROVISIONS

1. The Employer is responsible for keeping the records of each employee's vacation account up to date. Accordingly, the Employer shall have printed on each paycheck stub the number of vacation hours remaining in the employee's account.
2. Notwithstanding any other provisions of this Article, vacation days shall be scheduled by the Employer at times when the least amount of disruption occurs at the work stations by any employee.
3. An employee cannot use vacation days before they are accrued.
4. A probationary employee shall accrue vacation days, but he shall not be able to use them during the period of his probation.
5. Vacation days shall not be waived by an employee and an employee shall not receive additional pay for working those days.
6. If any of the holidays stipulated in this Agreement should occur during an employee's scheduled vacation, the employee shall receive one (1) additional vacation day for each holiday.
7. If any employee becomes ill and presents a physician's statement that the employee was under the care of a physician during the employee's vacation, the employee may submit an amended Report of Absence charging the vacation days to the employee's sick leave account and reschedule the affected vacation days.
8. An employee shall be allowed to use accrued vacation days as sick leave days when the employee's sick leave account is exhausted, provided notification of same is given to the immediate supervisor on a timely basis.
9. If an employee is indefinitely laid off, retired, or terminated for any reason, the employee shall be paid for any unused days including those accrued in the current year. Payment of accrued vacation days shall be made to an employee's estate in the event of the employee's death. All payment for vacation days not used shall be based on the current rate of pay.
10. An employee who leaves a position in the Bargaining Unit for another full-time position in the College shall be allowed to transfer the employee's vacation account to the employee's new position, provided the new position is not in the Wayne County Community College Federation of Teachers Bargaining Unit. If the new position is as an employee in the above named Bargaining Unit, the employee shall be paid for any unused vacation days as outlined in Paragraph 9 above.
11. An employee shall be paid vacation pay prior to the employee's departure on vacation, provided the employee gives the Payroll Department at least fifteen (15) calendar days advance notice.

ARTICLE XXII

HOLIDAYS

- A. Each regular, full-time employee shall be paid one day's pay for each holiday listed below, provided the employee was scheduled to work during the pay period in which the holiday occurs.
- B. Each part-time bargaining unit member shall be paid their hourly rate for each hour he/she is scheduled to work during the pay period in which the holiday occurs.
- C. The following are the paid holidays of this Agreement: however, in the event the academic calendar changes, these calendars may be modified accordingly:

1. Fiscal Year 2003-2004

July 4, 2003	Friday	Independence Day
July 7, 2003	Monday	Day After Independence day (If no classes are held)
September 1, 2003	Monday	Labor Day
November 27, 2003	Thursday	Thanksgiving Day
November 28, 2003	Friday	Day After Thanksgiving
December 16, 2003	Tuesday*	Last Day of Work*
December 24, 2003	Wednesday	Christmas Eve
December 25, 2003	Thursday	Christmas Day
December 26, 2003	Friday	Day After Christmas
December 31, 2003	Wednesday	New Year's Eve

January 1, 2004	Thursday	New Year's Day
January 2, 2004	Friday	Day After New Years
January 5, 2004	Monday*	First Day of Work*
January 19, 2004	Monday	Martin Luther King's Birthday
April 9, 2004	Friday	Good Friday
April 12, 2004	Monday	Winter Break
April 13, 2004	Tuesday	Sojourner Truth Day
May 31, 2004	Monday	Memorial Day

2. Fiscal Year 2004-2005

July 4, 2004	Sunday	Independence Day
July 5, 2004	Monday	Day After Independence day (If no classes are held)
September 6, 2004	Monday	Labor Day
November 25, 2004	Thursday	Thanksgiving Day
November 26, 2004	Friday	Day After Thanksgiving
December 20, 2004	Monday	Last Day of Work*
December 24, 2004	Friday	Christmas Eve
December 25, 2004	Saturday	Christmas Day
December 26, 2004	Sunday	Day After Christmas
December 31, 2004	Friday	New Year's Eve

P&AA Master Agreement 2003-2008

January 1, 2005	Saturday	New Year's Day
January 3, 2005	Monday	Day After New Years
January 6, 2005	Thursday	First Day of Work*
January 17, 2005	Monday	Martin Luther King's Birthday
March 25, 2005	Friday	Good Friday
March 28, 2005	Monday	Winter Break
March 29, 2005	Tuesday	Sojourner Truth Day
May 30, 2005	Monday	Memorial Day

3. Fiscal Year 2005-2006

July 4, 2005	Monday	Independence Day
July 5, 2005	Tuesday	Day After Independence Day (If no classes are held)
September 5, 2005	Monday	Labor Day
November 24, 2005	Thursday	Thanksgiving Day
November 25, 2005	Friday	Day After Thanksgiving
December 19, 2005	Monday	Last Day of Work*
December 24, 2005	Saturday	Christmas Eve
December 25, 2005	Sunday	Christmas Day
December 26, 2005	Monday	Day After Christmas
December 31, 2005	Saturday	New Year's Eve

January 1, 2006	Sunday	New Year's Day
January 2, 2006	Monday	Day After New Years
January 5, 2006	Thursday*	First Day of Work*
January 16, 2006	Monday	Martin Luther King's Birthday
April 14, 2006	Friday	Good Friday
April 17, 2006	Monday	Winter Break
April 18, 2006	Tuesday	Sojourner Truth Day
May 29, 2006	Monday	Memorial Day

4. Fiscal Year 2006-2007

July 4, 2006	Tuesday	Independence Day
July 5, 2006	Wednesday	Day After Independence day (If no classes are held)
September 4, 2006	Monday	Labor Day
November 23, 2006	Thursday	Thanksgiving Day
November 24, 2006	Friday	Day After Thanksgiving
December 20, 2006	Wednesday	Last Day of Work*
December 24, 2006	Sunday	Christmas Eve
December 25, 2006	Monday	Christmas Day
December 26, 2006	Tuesday	Day After Christmas
December 31, 2006	Sunday	New Year's Eve

P&AA Master Agreement 2003-2008

January 1, 2007	Monday	New Year's Day
January 2, 2007	Tuesday	Day After New Years
January 8, 2007	Monday*	First Day of Work*
January 15, 2007	Monday	Martin Luther King's Birthday
April 6, 2007	Friday	Good Friday
April 9, 2007	Monday	Winter Break
April 10, 2007	Tuesday	Sojourner Truth Day
May 28, 2007	Monday	Memorial Day

5. Fiscal Year 2007-2008

July 4, 2007	Wednesday	Independence Day
July 5, 2007	Thursday	Day After Independence day (If no classes are held)
September 3, 2007	Monday	Labor Day
November 22, 2007	Thursday	Thanksgiving Day
November 23, 2007	Friday	Day After Thanksgiving
To Be Determined	*	Last Day of Work*
December 24, 2007	Monday	Christmas Eve
December 25, 2007	Tuesday	Christmas Day
December 26, 2007	Wednesday	Day After Christmas
December 31, 2007	Monday	New Year's Eve

January 1, 2008	Tuesday	New Year's Day
January 2, 2008	Wednesday	Day After New Years
To Be Determined	*	First Day of Work*
January 21, 2008	Monday	Martin Luther King's Birthday
March 21, 2008	Friday	Good Friday
March 24, 2008	Monday	Winter Break
March 25, 2008	Tuesday	Sojourner Truth Day
May 26, 2008	Monday	Memorial Day

*Dates designated above as "First Day of Work" or "Last Day of Work" shall not be considered paid holidays.

- D. Whenever a state or federal statute requires that any of the above holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute, except that any holiday falling on a Saturday or Sunday shall be observed on the respective Friday or Monday.
- E. Should any of the above holidays occur during an employee's scheduled vacation, he shall receive one (1) additional day of paid vacation for that holiday(s).
- F. In the event an employee is required to work on a scheduled holiday, such time shall be credited on an hour for hour basis to the employee's vacation account.

ARTICLE XXIII

FRINGE BENEFITS

A. INSURANCE

With the exception of Workers' Compensation, only full-time employees in the Bargaining Unit shall be granted coverage by the following insurance programs. Commencement and duration of coverage and amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.

1. Group Life Insurance

The Employer agrees to pay the necessary premiums to provide a group term life insurance policy with an accidental death rider of equal to two (2) times the employee's annual salary and to the nearest multiple of 1,000, not to exceed a maximum of \$100,000.

2. Short Term Disability Insurance

The Employer agrees to pay the necessary premiums to provide a short term sickness and accident disability policy for each full-time employee providing for twenty six (26) weeks disability pay at two thirds (2/3) of weekly salary to a maximum of \$500 per week.

3. Long Term Disability Insurance

The Employer agrees to pay the necessary premiums to provide long term disability insurance in the amount of 2/3 of the Bargaining Unit member's salary not to exceed \$2,500 per month. Disability benefits shall commence the twenty ninth (29th) week of total disability and continue for the period of disability or to age sixty five (65) whichever occurs first. During the time of total disability, there shall be excluded from the non-duplication offset any social security benefits in excess of those in effect at the time of disability.

4. Medical Insurance

a. The Employer agrees to pay the necessary premiums to provide at the employee's option either the Metro Health Plan (Plus Program) or the Blue Cross/Blue Shield Plan (MVF-2 with Master Medical Option IV and Non-Deductible Prescription Drug Rider), or Blue Cross/Blue Shield Community Blue PPO or any other comparable plan for each full-time employee, spouse, and dependent children.

b. Full-time bargaining unit members who have full or partial health care coverage through another source may elect a cash reimbursement in lieu of the College providing health care coverage. Cash reimbursements will equal fifty percent (50%) of the actual premium that the College would have incurred for an employee for health care benefits the employee elects to drop. Reimbursement calculations will be based on the current premium cost of the insurance coverage the employee had in affect six months prior to the opt out request date. Cash reimbursements will be payable on a monthly basis through a cash in lieu of benefits plan implemented under IRS Coded 125. No changes in beneficiaries can be made during the opt out year. Cash reimbursements due bargaining unit members leaving the College will be made with all other monies due upon separation from employment with the College and shall be prorated.

In order to drop health care benefits, the bargaining unit member must submit a written request to the Director of Human Resources and must present documents showing proof of alternative coverage. Such requests must be submitted between May 1 through May 30th each year. A bargaining unit member who elects not to be covered by a College health care plan must remain dropped from coverage for period of one year (July 1 – June 30th) unless for any reason the bargaining unit member loses their alternative source of coverage. In such cases, the bargaining member must present proof of loss of health care coverage to the Director of Human Resources who upon receipt and verification of such proof will immediately reenroll the bargaining unit member in the College health care program selected. Coverage will be effective as soon as arrangements can be made with the insurance carrier selected.

5. Dental Insurance

Bargaining Unit members may participate in the Delta Dental Plan or comparable plan as provided by the Employer. The dental plan provides in most cases payment of ninety percent (90%) of the cost of dental care (90/90/50) up to a maximum of \$1,000.00 in one year for each full-time employee, the employee's spouse, and dependent children.

6. Optical Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and dependent children, with the Basic Plan of Cooperative Services, Inc., Heritage Optical, or a comparable plan, provided said plan does not exceed \$100 per annum per employee.

7. Workers' Compensation

Workers' Compensation Insurance shall be carried by the Employer as required by the Michigan Workers' Compensation Act.

B. OTHER FRINGES

1. Tax Sheltered Annuity Program

The Employer shall make available to all bargaining unit employees an approved tax sheltered annuity program. The Employer shall provide no less than five (5) vendors to provide the tax sheltered annuity service. Each employee shall notify the appropriate administrator of their designation of vendor.

2. Retirement Fund

The Employer shall assume the cost of each Bargaining Unit member's contribution to the Michigan Public School Employees Retirement Fund. Employees eligible for retirement benefits may elect to participate in the Optional Retirement Plan.

3. Courses at the College

The Employer shall issue tuition waivers for each employee for courses taken at the College by the employee, the employee's spouse, and dependent under the age of twenty five (25).

4. Unemployment Insurance

Unemployment insurance shall be carried by the Employer as required by Michigan law.

5. Medical Insurance – Laid-Off Employees

A laid-off Bargaining Unit member may continue medical insurance as provided by law.

C. Medial Insurance for Part-Time Employees

The College agrees to administer a program of medical insurance for part-time bargaining unit members. All premiums will be paid by the part-time bargaining unit member.

The College agrees to implement under Internal Revenue Code 125 a plan to allow part-time bargaining unit members to pay insurance premiums through pre-tax payroll deductions. The College is not responsible for an employee's funds not being available for insurance premiums through a payroll deduction plan, and reserves the right to restrict the payroll deduction for any pay period during which an employee's compensation is not sufficient to cover the total amount of the payroll deduction. Un-deposited amounts will be included in the employee's regular check. The College is not responsible for subsequent cancellation of insurance due to non payment of premiums by the employee.

D. Reimbursement Accounts

The College agrees to implement under IRS Code 125 a Reimbursement Account Plan for bargaining unit members to pay for medically necessary and doctor prescribed health services, and for dependent care services that are not covered under current insurance plans.

E. Employee Assistance Program

Employee assistance programming is a technique or method for reaching employees with personal problems, e.g., substance abuse, smoking, emotional, family, social, marital, financial, etc., and providing them with a mechanism to obtain treatment.

The Union and the College are committed to working together to ensure that the needs of the affected employees are met.

The Union and the College will jointly develop a written Employee Assistance Program (EAP). EAPs are based upon two concepts:

- a. The Program will offer a policy and procedure for dealing with employees whose job performance suffers or is deteriorating due to personal problems, including alcohol or other drug abuse, and
- b. The Program will offer a mechanism for employees to obtain assistance for personal problems, which are not necessarily affecting their work.

ARTICLE XXIV

MILEAGE AND PARKING

- A. The Employer shall reimburse each employee in the Bargaining Unit for the following expenses directly associated with the employee's official duties, provided the expenses are approved by the employee's immediate supervisor.
1. The Employer shall reimburse an employee the current rate in effect allowed by Internal Revenue Regulations Tax Code 162, for every mile traveled in the performance of the duties when the employee uses his own automobile. Travel to and from the employee's home is explicitly excluded from this provision.
 2. The Employer shall reimburse an employee for parking fees paid while on regularly scheduled assignments for the Employer provided receipts for said fees do not exceed Ten Dollars (\$10) per occurrence and receipts are submitted for same to the appropriate administrator. The Employer shall continue to provide parking without charge at the employee's major center of employment.

ARTICLE XXV

MISCELLANEOUS

A. UNION MEETINGS

The Union shall be permitted the use of College facilities for regular and special business meetings of the Union without charge, provided the Union secures permission from the Chief Administrator Officer of the Administrative Division or designee, and provided said meetings are not conducted during normal work hours and conform to all regulations as established.

B. TEACHING

Bargaining Unit members employed in the Instructional Division may be required to teach two (2) courses per semester as part of their job responsibilities. The College, whenever possible, shall give three (3) weeks notice to any member that is to be required to teach in any given school semester. Any member required to teach shall choose the class within the member's department that they are qualified to teach provided said assignments are consistent with assignment priorities as listed in the existing American Federation of Teachers Master Agreement.

C. REST AREA

A central rest area shall be provided for use by the Bargaining Unit employees.

D. HEALTH AND SAFETY

The Employer shall make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

E. UNION ACTIVITIES NO STRIKE – NO LOCKOUT

The parties fully recognize that the status of the State of Michigan confers upon public employees and their organization, not only certain rights and privileges, but also certain duties to maintain and continue the function of government, in this case the operation of the public schools, without interruption or interference due to strikes or lockouts.

The Union agrees for itself and its individual members that during the term of this Agreement none of its officers or members shall instigate, authorize, call, support, maintain, or take part in any strike. The Employer agrees that during the term of this Agreement there will not be a lockout.

G. RETIREMENT

Retirement from College service is subject to Article IV, Conformity to Law.

ARTICLE XXVI

SALARY SCHEDULES

A. GENERAL PROVISIONS

It is understood that the salary percent increase agreed to will be no less than the salary percent increase received by other bargaining units during the life of this Agreement. Salary percent increase is defined as total money received in improvements.

Salary increase for full and part-time employees:

- 1) Full-time and part-time Bargaining Unit members shall receive a salary compensation for January 1, 2003 through June 30, 2003, a lump sum payment of: \$900.00 for full-time members and \$650.00 for part-time members. Payment is due no later than 30 days after ratification of this Agreement by the Board of Trustees.
- 2) Full-time and part-time Bargaining Unit members shall receive 2 ½% of July 1, 2003 base salary in lump sum bonus payment due no later than 30 days after ratification by the Board of Trustees for the fiscal year 2003-2004.
- 3) Full-time and part-time Bargaining Unit members shall receive 2% of July 1, 2004 base salary in lump sum bonus payment for fiscal year 2004-2005.
- 4) Full-time and part-time Bargaining Unit members shall receive 2% of July 1, 2005 base salary added to the salary schedule for fiscal year 2005-2006.
- 5) Full-time and part-time Bargaining Unit members shall receive 2% of July 1, 2006 base salary added to salary schedule of 2006-2007.
- 6) Full-time and part-time Bargaining Unit members shall receive 2% of July 1, 2007 base salary added to the salary schedule for fiscal year 2007-2008.

B. FULL-TIME SALARY SCHEDULES

1. The salary of full-time Union employees covered by this Agreement shall be as follows with Incremental Steps beginning each July 1st:

2003-2004

	Step 1	Step 2	Step 3	Step 4	Step 5
A-1	\$28,923	\$30,524	\$32,128	\$33,731	\$35,331
A-2	\$34,057	\$35,657	\$37,259	\$38,865	\$40,467
A-3	\$39,189	\$40,788	\$42,395	\$43,996	\$45,597
A-4	\$44,322	\$45,925	\$47,527	\$49,128	\$50,732
A-5	\$49,454	\$51,057	\$52,659	\$54,261	\$55,865
B-1	\$52,883	\$55,019	\$57,159	\$59,295	\$61,436
B-2	\$58,020	\$60,156	\$62,294	\$64,431	\$66,568
B-3	\$63,152	\$65,289	\$67,425	\$69,564	\$71,699
B-4	\$68,284	\$70,421	\$72,557	\$74,697	\$76,834
B-5	\$73,419	\$75,557	\$77,694	\$79,829	\$81,966
B-6	\$78,558	\$80,695	\$82,828	\$84,967	\$87,104

2004-2005

	Step 1	Step 2	Step 3	Step 4	Step 5
A-1	\$28,923	\$30,524	\$32,128	\$33,731	\$35,331
A-2	\$34,057	\$35,657	\$37,259	\$38,865	\$40,467
A-3	\$39,189	\$40,788	\$42,395	\$43,996	\$45,597
A-4	\$44,322	\$45,925	\$47,527	\$49,128	\$50,732
A-5	\$49,454	\$51,057	\$52,659	\$54,261	\$55,865
B-1	\$52,883	\$55,019	\$57,159	\$59,295	\$61,436
B-2	\$58,020	\$60,156	\$62,294	\$64,431	\$66,568
B-3	\$63,152	\$65,289	\$67,425	\$69,564	\$71,699
B-4	\$68,284	\$70,421	\$72,557	\$74,697	\$76,834
B-5	\$73,419	\$75,557	\$77,694	\$79,829	\$81,966
B-6	\$78,558	\$80,695	\$82,828	\$84,967	\$87,104

2005-2006

	Step 1	Step 2	Step 3	Step 4	Step 5
A-1	\$29,501	\$31,134	\$32,771	\$34,406	\$36,038
A-2	\$34,738	\$36,370	\$38,004	\$39,642	\$41,276
A-3	\$39,973	\$41,604	\$43,243	\$44,876	\$46,509
A-4	\$45,208	\$46,844	\$48,478	\$50,111	\$51,747
A-5	\$50,443	\$52,078	\$53,712	\$55,346	\$56,982
B-1	\$53,941	\$56,119	\$58,302	\$60,481	\$62,665
B-2	\$59,180	\$61,359	\$63,540	\$65,720	\$67,889
B-3	\$64,415	\$66,595	\$68,774	\$70,955	\$73,133
B-4	\$69,650	\$71,829	\$74,008	\$76,191	\$78,371
B-5	\$74,887	\$77,068	\$79,248	\$81,426	\$83,605
B-6	\$80,129	\$82,309	\$84,485	\$86,666	\$88,846

2006-2007

	Step 1	Step 2	Step 3	Step 4	Step 5
A-1	\$30,091	\$31,757	\$33,426	\$35,094	\$36,759
A-2	\$35,433	\$37,097	\$38,764	\$40,435	\$42,102
A-3	\$40,772	\$42,436	\$44,108	\$45,774	\$47,439
A-4	\$46,112	\$47,781	\$49,448	\$51,113	\$52,782
A-5	\$51,452	\$53,120	\$54,786	\$56,453	\$58,122
B-1	\$55,020	\$57,241	\$59,468	\$61,691	\$63,918
B-2	\$60,364	\$62,586	\$64,811	\$67,034	\$69,257
B-3	\$65,703	\$67,927	\$70,149	\$72,374	\$74,596
B-4	\$71,043	\$73,266	\$75,488	\$77,715	\$79,938
B-5	\$76,385	\$78,609	\$80,833	\$83,055	\$85,277
B-6	\$81,732	\$83,955	\$86,175	\$88,399	\$90,623

2007-2008

	Step 1	Step 2	Step 3	Step 4	Step 5
A-1	\$30,693	\$32,392	\$34,095	\$35,796	\$37,494
A-2	\$36,142	\$37,839	\$39,539	\$41,244	\$42,944
A-3	\$41,587	\$43,285	\$44,990	\$46,689	\$48,388
A-4	\$47,034	\$48,737	\$50,437	\$52,135	\$53,838
A-5	\$52,481	\$54,182	\$55,882	\$57,582	\$59,284
B-1	\$56,120	\$58,386	\$60,657	\$62,925	\$65,196
B-2	\$61,571	\$63,838	\$66,107	\$68,375	\$70,642
B-3	\$67,017	\$69,286	\$71,552	\$73,821	\$76,088
B-4	\$72,464	\$74,731	\$76,998	\$79,269	\$81,537
B-5	\$77,913	\$80,181	\$82,450	\$84,716	\$86,983
B-6	\$83,367	\$85,634	\$87,899	\$90,167	\$92,435

2. The parties agree that the College may hire Bargaining Unit members at Step 1 through 3 on the salary schedule for the appropriate pay grade level (A-1 through A-5) and (B-1 through B-6), unless the parties agree to a higher amount.
3. Experience shall mean experience at Wayne County Community College with the Bargaining Unit.
4. Experience shall be recorded on a fiscal year basis, July 1 through June 30. A full year's experience shall be granted to employees hired prior to January 1 of the fiscal year. A Bargaining Unit member's Entered on Duty (E.O.D.) date shall be the employee's actual first day of work.
5. When an employee is promoted to a classification in a higher pay grade, an employee shall be paid the appropriate rate within that pay grade that reflects no less than a ten (10%) percent increase over and above the employee's current rate or the minimum of the new classification, whichever is greater.

C. PART-TIME HOURLY SALARY SCHEDULES

1. The hourly rates of part-time Union employees covered by this Agreement shall be as follows with Incremental Steps each July 1st:

2003-2004

	Step 1	Step 2	Step 3
P-1	\$9.53	\$9.75	\$9.94
P-2	\$12.46	\$12.68	\$12.87
P-3	\$16.13	\$16.34	\$16.53
P-4	\$19.80	\$19.99	\$20.21

2004-2005

	Step 1	Step 2	Step 3
P-1	\$9.53	\$9.75	\$9.94
P-2	\$12.46	\$12.68	\$12.87
P-3	\$16.13	\$16.34	\$16.53
P-4	\$19.80	\$19.99	\$20.21

2005-2006

	Step 1	Step 2	Step 3
P-1	\$9.72	\$9.95	\$10.14
P-2	\$12.71	\$12.93	\$13.13
P-3	\$16.45	\$16.67	\$16.86
P-4	\$20.20	\$20.39	\$20.61

2006-2007

	Step 1	Step 2	Step 3
P-1	\$9.91	\$10.15	\$10.34
P-2	\$12.96	\$13.19	\$13.39
P-3	\$16.78	\$17.00	\$17.20
P-4	\$20.60	\$20.80	\$21.02

2007-2008

	Step 1	Step 2	Step 3
P-1	\$10.11	\$10.35	\$10.55
P-2	\$13.22	\$13.45	\$13.66
P-3	\$17.12	\$17.34	\$17.54
P-4	\$21.01	\$21.22	\$21.44

2. Experience shall mean experience at Wayne County Community College with the Bargaining Unit.
3. Experience shall be recorded on a fiscal year basis, July 1 through June 30. A full year's experience shall be granted to employees hired prior to January 1 through June 30. A full year's experience shall be granted to employees hired prior to January 1 of the fiscal year. A Bargaining Unit member's Entered on Duty (E.O.D.) date shall be the employee's actual first day of work.

D. TUITION AND PROFESSIONAL REIMBURSEMENT

1. The parties to this Agreement support the principle of continuing education for members of the Bargaining Unit. Accordingly, the Employer agrees to reimburse each full-time member of the Bargaining Unit for any course taken by such member that leads to a degree and is job related, in any amount not to exceed the sum of \$1,500.00 and \$500.00 for part-time members after one (1) year of seniority within the Bargaining Unit per employee per year.
2. In order to be reimbursed for tuition, conference attendance, or membership in professional organizations, each Bargaining Unit member must submit a Prior Approval Request Form to the Human Resource Office no later than June 15 of each contract year. The Human Resource Office within five (5) working days will approve and disapprove requests in accordance with guidelines in Article XXVI, Section, C.1., 2 and 3. Any Prior Approval Request Form submitted after June 15 will, if approved, be charged against the Bargaining Unit member's Tuition and Professional Reimbursement entitlements for the next contract year.
3. Each Bargaining Unit member to be reimbursed for tuition must submit to the Human Resource Office evidence of payment and satisfactory completion of any approved course in order to receive reimbursement. Similarly, each Bargaining Unit member to be reimbursed for professional conferences fees, for memberships must submit evidence of attendance at conferences or membership in organizations and receipts for expenditures in order to receive reimbursement. The required evidence must be submitted no later than July 15 of each contract year.
4. All reimbursements for tuition, conferences, fees, or memberships shall be made to the Bargaining Unit member within thirty (30) calendar days after submission as stipulated in Article XXVI, C.1.

ARTICLE XXVII

COMPENSATION IN A HIGHER CLASSIFICATION

- A. When a full-time or part-time employee in the bargaining unit is employed in a higher classification on an interim basis or temporary assignment, he shall be compensated according to the base rate for the higher classification or ten percent (10%) above his own rate, whichever is greater. When a full-time or part-time employee in the bargaining unit is assigned additional duties outside of his/her job description, such duties shall be reduced to writing and a copy forwarded to the Union President. A bargaining unit member shall be compensated at ten percent (10%) above his/her own rate. Such compensation shall begin the first day of the interim appointment, temporary job assignment or the temporary assignment of additional duties and shall continue for the duration of the assignment.
- B. If any member receives ten percent (10%) in pay for interim appointment, temporary job assignment or the temporary assignment of additional duties, the President of the Union shall receive a copy of the personnel action notice indicating such assignments and the starting and ending dates. Notifications shall come from the Director of Human Resources or his/her designee.
- C. When the employee returns to the classification he held prior to the interim or temporary assignment, he shall be compensated according to the rate then in effect in his classification.

ARTICLE XXVIII

**INTERIM APPOINTMENT, TEMPORARY JOB ASSIGNMENT, AND THE
TEMPORARY ASSIGNMENT OF ADDITIONAL DUTIES**

A. INTERIM APPOINTMENTS

In the event it becomes necessary to fill a position on an interim basis prior to its being filled by a permanent employee, the Employer and the Union agree to the following procedures:

1. The interim appointment and the official posting of the position will occur simultaneously.
2. The Union shall be informed in writing by the Director of Human Resources of any interim appointment. Any employee appointed to an interim position must consent to same in writing. Primary consideration shall be given to Bargaining Unit members for an interim appointment.
3. In filling a full-time Bargaining Unit position on an interim basis, such position will be first offered to qualified full-time Bargaining Unit members before being filled by a person outside the Bargaining Unit.
4. In filling a part-time Bargaining Unit position on an interim basis, such position will first be offered to qualified part-time Bargaining Unit members before being filled by an individual outside the Bargaining Unit.
5. Said appointment shall consist of no more than six (6) months in duration. There shall be only one six (6) month interim appointment period for any vacant position. If at the end of the six month interim period a position is not filled, posting and hiring for this position shall be in accordance with Article XVII, Vacancies, unless the position is placed on hold or abolished.
6. If the position remains unfilled by a permanent employee at the end of the six (6) month interim appointment, the interim appointee shall fill the position on a permanent basis or return to his former position. However, no interim appointee after six months will be allowed to fill the interim position on a permanent basis if the appointee does not possess the minimum qualifications for the job.
7. An interim appointee shall be compensated in the manner indicated in Article XXVII, Compensation in a Higher Classification, while employed in an interim position.
8. An interim appointment shall be evaluated in the manner indicated in Article XI, Section B.2., Evaluations. In the event an interim appointee receives a negative evaluation, the employee has the option of immediately returning to the employee's former position. A negative evaluation in an interim position shall not be made part of the employee's personnel file. Further, it is specifically understood and agreed that the contract status of an interim appointee shall in no way be affected by an interim appointment.
9. In the event an employee outside the Bargaining Unit is appointed to an interim position within the Bargaining Unit, the provisions of Article VII, Section 2, Agency Shop, shall obtain.

B. TEMPORARY JOB ASSIGNMENT

In the event it becomes necessary to temporarily fill a position because of a Bargaining Unit member's absence for any reason, the Association and the Employer agree to the following procedure:

1. The Association shall be informed in writing by the Director of Human Resources of any temporary job assignment. Any employee assigned to a temporary job must consent to same in writing.
2. In filling full-time temporary job assignments as described in this Article such jobs will first be offered to qualified full-time Bargaining Unit members before being filled by an individual outside the Bargaining Unit. In filling part-time job assignments as described in this Article, such jobs will first be offered to qualified part-time Bargaining Unit members before being filled by an individual outside the Bargaining Unit.
3. A temporary job assignment shall not exceed six (6) months unless mutually agreed to by both the Association and the Employer.
4. A negative evaluation while filling a temporary job assignment shall not be made part of an employee's personnel file.
5. An employee shall be compensated in the manner indicated in Article XXVII, Compensation in a Higher Classification, while employed in a temporary job assignment.
6. A temporary job assignment shall not be offered to any currently employed Bargaining Unit member or outside individual while any Bargaining Unit member qualified to fill the temporary job assignment remains on lay off. The Employer shall recall any laid off Bargaining Unit member who is qualified to fill such a temporary job assignment.

C. TEMPORARY ASSIGNMENT OF ADDITIONAL DUTIES

In the event the Employer assigns extra duties to a Bargaining Unit member for any reason, the following criteria shall obtain:

1. The assignment shall be reduced to writing and shall not exceed one (1) year.
2. A negative evaluation while performing extra temporary duties shall not be made part of the employee's personnel file.
3. An employee shall be compensated in the manner indicated in Article XXVII, Compensation in Higher Classification, while performing additional duties.
4. Additional duties may not be assigned to Bargaining Unit members while any Bargaining Unit member qualified to perform those duties remains laid-off. The Employer shall recall any laid-off Bargaining Unit member who is qualified to perform needed job duties before the temporary assignment of additional duties, as described in this Article.

ARTICLE XXIX

JOB UPGRADING

- A. Any member of the Bargaining Unit may petition for a job upgrading. Job upgrading shall take the form of movement from a lower job classification, as said job classifications are established in the salary schedule, to a higher job classification at no reduction of pay. The process for job upgrading shall be as follows:
1. A bargaining unit member must submit in writing to his immediate supervisor a request for job upgrading along with supporting reasons and a copy must be forwarded to the Director of Human Resources.
 2. Within five (5) working days, the Bargaining Unit member's supervisor must forward the request along with a recommendation to the Division Head. Within ten (10) working days the Division Head must convene a committee made up of himself/herself, a representative of the Professional and Administrative Association/Union, the member's immediate supervisor, and the Director of Human Resources. This committee shall study both the request and the recommendations of the Division Head. As the majority vote of the committee so dictates, the Division Head either makes a recommendation to the Chancellor for job upgrading or denies the request.
 3. Notification for denial or approval to the member must be forwarded by the Human Resources Department. If the petition is not approved, a Bargaining unit member may appeal within five (5) working days directly to the Chancellor.
 4. After receiving recommendations from the upgrading committee, the Chancellor or his designee will forward a recommendation to the Board of Trustees and notify the Union of any disapproval within sixty (60) calendar days. Upon approval by the Board of Trustees or designee, said upgrading shall be retroactive to the date of the Chancellor's recommendation for same but no later than seventy-five (75) days from the date the request was received in the Human Resources Department.
 5. This provision on job upgrading shall not be subject to the grievance procedure. The decision of the Chancellor is final, and the Union waives any and all rights of recourse.

ARTICLE XXX

RELEASE TIME

- A. The following officials of the Association shall be granted reasonable release time for handling matters pertaining to this Agreement without suffering loss of earnings, provided that in all cases the official's supervisor or his designee is given proper written notice.
1. The Employer shall recognize the President as the Association's Chief Executive Officer and shall grant reasonable release time to the President to handle matters pertaining to the Association and to meet with the Director of Human Resources as needed.
 2. The Employer shall recognize the three (3) member Negotiating Committee as representatives of the Association and agrees to negotiate with this committee as the representative of its employees covered by this Agreement. Reasonable release time shall be granted to the Negotiating Committee to handle matters related to contract interpretation and negotiations.
 3. The Employer shall recognize a three (3) member Grievance Committee which will be granted reasonable release time for investigation and processing of grievances through arbitration, if needed.
 4. The Employer shall recognize the Executive Board and Committee as the governing bodies of the Association and shall grant reasonable release time to attend monthly board/committee meetings.
 5. The Employer shall recognize an Association Steward to serve as a Federation representative from each campus and the Central Administration Building. Reasonable release time shall be granted to Stewards for investigating, adjusting and reporting possible grievances and for handling other local matters pertaining to this Agreement.
- B. It is understood that the use of release time by Association Officials will not adversely affect an individual's performance of their job duties over time. The parties agree that Association officials' use of release time, as outlined in this Article shall be recorded on College Time Sheets, provided officials of all other Bargaining Units at the College also agree to record their use of release time on College Time Sheets.

ARTICLE XXXI

WAIVER

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

APPENDIX A - #1

P&AA/MFT FULL-TIME SALARY GRADE AND
JOB CLASSIFICATION SCHEDULE

<u>Salary Grade</u>	<u>Job Classification</u>
A-1	Lab Assistant
A-2	Assistant Community Education Coordinator Assistant Learning Resources Coordinator Budget Assistant DALNET Computer/Media Assistant
A-3	Associate Manager At Risk Program Assistant Contracted Training Coordinator Community Education Coordinator Multi-Cultural Recruitment Specialist (Bi-Lingual) Nursing Laboratory Coordinator Occupational Training Program Specialist Outreach Coordinator Placement Specialist Program Specialist Research Coordinator Transfer Coordinator
A-4	Academic Support Specialist (Bi-Lingual) Accountant Assistant Assistant Academic Support Services Coordinator – ACCESS Budget Analyst Buyer Campus Student Service Advisor Coordinator of Admissions Coordinator of Career Planning and Placement Coordinator of Service Operations Coordinator Special Projects/Programs Development Specialist Financial Aid Advisor Graphic Arts & Publications Specialist Institutional Research & Planning Coordinator Instructional Telecommunication Specialist Library Specialist Records Evaluator/Veterans Coordinator Telecourse Coordinator Training Coordinator

P&AA Master Agreement 2003-2008

- A-5
- Accountant
 - Academic Computer Lab Coordinator
 - Academic Data Coordinator
 - Academic Support Coordinator
 - Adult Education Coordinator
 - Auxiliary Services Coordinator
 - Clinical Coordinator – EMT
 - Clinical Coordinator – Respiratory Therapy
 - Communications Coordinator
 - Community Education Supervisor
 - Facility Operations Coordinator
 - Manager of Career and Technical Education
 - Manager of Central Stores
 - Mechanical Operations Coordinator
 - Micro Computer Specialist
 - Multi-Cultural Coordinator/Bi-Lingual
 - Network Specialist
 - Production Control Supervisor
 - Programmer Analyst
 - Scheduling Coordinator
 - Telecommunications Specialist
- B-1
- ACCESS Coordinator
 - Alumni Affairs Coordinator
 - Assistant Dean
 - Assistant Registrar/Admissions Administrator
 - Articulation Director
 - Budget Specialist
 - Director of Career Planning and Placement
 - Director of Evening Programs
 - Director of Hispanic Affairs
 - Director of Student Activities
 - Financial Aid Coordinator
 - Grant Specialist
 - Health Services Administrator
 - Honors Program Coordinator
 - Learning Resources Coordinator
 - Nursing Program Coordinator
 - Operations Manager
 - Physical Plant Manager
 - Program Director – Business
 - Program Director – Culinary Arts
 - Program Director – Dental Hygiene
 - Program Director – Dietetics
 - Program Director – Electronics
 - Program Director – Emergency Medical Technology
 - Program Director – Gerontology
 - Program Director – Heating, Ventilation and Air Conditioning
 - Program Director – Manufacturing Technology
 - Program Director – Occupational Therapy Assistant
 - Program Director – Transportation Technology
 - Program Director – Respiratory Care
 - Program Director – Surgical Technology
 - Program Director – Pharmacy Technology
 - Program Director – Pre-Service/Education Urban Teacher Program

P&AA Master Agreement 2003-2008

	Senior Analyst Programmer Senior Applications Programmer Senior Research Analyst Technical Prep Coordinator Technical Production Coordinator Testing Administrator
B-2	Accounting Supervisor Manager of Cooperative Education Payroll Supervisor Restricted Fund Accountant Senior Assessment Analyst
B-3	Admissions Administrator Applications Lead Analyst Programmer Director of Academic Support Programs Director of Community Education Director of Marketing and Public Information Director of Student Services Senior Program Analyst
B-4	Applications Project Leader Development Assistant Campus Administrator Information Support Manager Media Specialist Special Projects Manager Student Services Administrator UNIX System Administrator
B-5	Campus Assistant Dean – Allied Health Programs Campus Assistant Dean – Business/Information Systems Campus Assistant Dean – Electronics Campus Assistant Dean – Human and Community Development Campus Assistant Dean – Arts & Sciences Campus Assistant Dean – Life and Physical Sciences Campus Assistant Dean – Social Sciences Director of Health Occupations Division Director of ACCESS Executive Director of Student Services Manager Applications System Manager of Libraries Network Systems Administrator
B-6	Chief Accountant Technical Director

APPENDIX A - #2

P&AA/MFT PART-TIME SALARY GRADE AND
JOB CLASSIFICATION SCHEDULE

<u>Salary Grade</u>	<u>Job Classification</u>
P-1	Blind Advocate Research Assistant
P-2	ACCESS Assistant ACCESS Analyst Assistant Project Coordinator Computer Laboratory Assistant Instructional Aid Tutor
P-3	Facility Coordinator Senior Research Specialist
P-4	Adaptive Equipment Specialist Bridges Program Coordinator Career Planning and Placement Specialist Financial Aid/Loan Packager Specialist LRC Assistant Minority Language Implementor Project Coordinator Remedial Services Coordinator Senior Supervising Tutor Sign Language Interpreter Student Activities Specialist Student Services Specialist

PERSONAL FACTORS AFFECTING PERFORMANCE		RATING			
		Excellent	Good	Satisfactory	Unsatisfactory
General Traits and Job Application					
Appraisal Factors	Performance Incidents and Evaluation				
ATTITUDE Employee's viewpoint toward the College, job, subordinates, superiors, and colleagues where they may have a bearing on a job performance.					
DEPENDABILITY The extent to which the employee can be relied upon to execute assignments and to advise superiors and colleagues of problems, status and accomplishment.					
RELATIONSHIP WITH OTHERS Employee's cooperation with other personnel, ability to gain the confidence and cooperation of others, effectiveness in presenting, communicating and selling facts and ideas.					
JOB KNOWLEDGE The degrees to which employee has the knowledge necessary to perform the job.					
ANALYTICAL ABILITY AND JUDGEMENT Employee's ability to grasp the essentials of problems, to evaluate the facts and alternate solutions, and to arrive at sound courses of action.					

NAME _____	RATING			
	Excellent	Good	Satisfactory	Unsatisfactory
Appraisal Factors	Performance Incidents and Evaluation			
INITIATIVE Employee's ability to move ahead without detailed direction.				
PLANNING Employee's ability to plan the goals of the appropriate component and to plan the methods and programs for accomplishing these goals.				
ORGANIZATION Employee's ability to organize the appropriate component and to assign clear areas of responsibility to subordinates.				
STAFFING Employee's ability to determine the type and numbers of personnel required to perform effectively, and to attract and select the right personnel for each position.				
DELEGATION Employee's ability to give authority to appropriate levels of subordinates to make decisions regarding the execution of their jobs.				

Wayne County Community College District
Administrative Performance Appraisal

Form III

This form should point out the areas of concern and praise for the administrator. Written comments are welcomed and are intended for the improvement of the Administrator's performance. This form will address itself to:

1. Potential of Administrator
2. Methods of improvement
3. Recommendations
4. Rationale for rating (Form #I and #II)

Date reviewed with employee: _____

Reviewed by _____ Signed _____

Date _____

APPENDIX C

Number _____

Wayne County Community College District

Formal Grievance

Professional and Administrative Association

Employee's name _____ SS# _____

Employee's position _____ Date _____

Provision of Master Agreement allegedly violated:

	Violation 1	Violation 2	Violation 3	Violation 4	Violation 5
Article					
Section					
Sub-Section					
Page					
Date					

1. Facts Leading to Grievance

Formal
Grievance
Number: _____
Page 2

II. ACTION TAKEN PURSUANT TO PRE-GRIEVANCE PROCEDURE:

- Met with Supervisor – No Resolved
- Met with Supervisor – Resolved
- Unable to Meet with Supervisor
- Other (Explain) _____

III. GRIEVANCE:

IV. RELIEF DEMANDED:

V. DISPOSITION:

Presented by: _____ Date: _____
P&AA Grievance Chairperson

Received by: _____ Date: _____

Reviewed by: _____ Date: _____

