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June 30, 1975

AGREEMENT BETWEEN THE BOARD OF TRUSTEES
SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

and

ASSOCIATION OF OFFICE PERSONNEL
SCHOOLCRAFT COLLEGE

Personnel Office
Schoolcraft College
18600 Naggerty Rd.
Livonia, Mich. 48151

Schoolcraft Community College
District (Livonia)

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A G R E E M E N T

between

BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY

COLLEGE DISTRICT

and

SCHOOLCRAFT COLLEGE ASSOCIATION

OF OFFICE PERSONNEL

This Agreement is made and entered into this 1st day of July 1973, by and between the BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "Board") and the SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PERSONNEL, (hereinafter referred to as the "Association").

PREAMBLE

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for personnel represented by the Association, such personnel being fully described in Article I hereof, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached mutual agreement,

In consideration of the mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all office personnel employed thirty (30) hours or more per week for thirty-six (36) or more weeks annually. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "office employees." This agreement specifically excludes: College Nurses, Bookstore Manager, Accounting Supervisor, Systems Analyst, Computer Programmer, Personnel Technicians, Assistant to the Registrar, all other Technical, Supervisory or Professional Personnel, and all student help.
- B. On the basis of "confidentiality" the following employee positions are also excluded from this unit: Secretary to the President, Secretary for the Vice President for Business.
- C. The Board agrees not to negotiate with any educational office personnel organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION MEMBERSHIP AND SECURITY

- A. All office employees, who are covered by this Agreement and who have completed their probationary period, as a condition of employment, shall either become and remain members in good standing of the Association, or pay to the Association a service fee equivalent to the amount of dues uniformly required of members of the Association.

- B. Names and addresses of office employees, employed to fill positions covered by this Agreement, shall be furnished to the Association by the Board. Names of office employees promoted to permanent positions, which are excluded from the bargaining unit, shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.

ARTICLE III

PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. The employer agrees to deduct from the salaries of employees covered by this Agreement and to remit to the Association, on or before the 15th of each month, dues deducted from the previous calendar month.

- B. Payroll deductions will be made only in such cases where the employee files with the employer proper written authority to do so on a form supplied by the College. Such authorizations shall be filed, in writing, not later than 30 days after the completion of the probationary period for new employees, or not later than January 1, 1973 for regular employees. Such authorization shall remain in effect from year to year unless notice is given to revoke same.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

Section 1. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and powers to manage Schoolcraft College, and to direct all its employees, as conferred by the Laws and the Constitution of the State of Michigan and encompassed in the Board's responsibility to manage the Community College District. These rights and powers shall include, but shall not be limited to, the sole right:

- (a) To the executive management and administrative control of the college, its properties, facilities and employees;
- (b) To hire all employees as well as the right to promote, assign, transfer, evaluate, suspend, lay off and dismiss such employees;

The exercise of all these rights shall be limited only by the specific terms of this Agreement and applicable provisions of law.

ARTICLE V

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- A. The Schoolcraft College Association of Office Personnel, as the exclusive bargaining representative of the office employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the rest of the Agreement.
- B. The Association and its members shall have the right to use College building facilities immediately at the close of College or at other times thereafter for business meetings, provided that such facilities are available. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations.
- C. The Association and its members shall have the right to hold one business meeting each month, beginning one-half (1/2) hour before the end of the working day; and each member shall have the right to attend these meetings without unnecessary restrictions. This time may be accumulated, but must not exceed one hour at any one meeting. Use of any accumulated time must be requested from the Director of Personnel.
- D. The Association agrees to represent equally all office employees.

ARTICLE VI

EMPLOYMENT STATUS

A. PROBATIONARY EMPLOYMENT

1. Probationary employment shall be defined as the initial three (3) month period of employment by the Board, unless otherwise extended by the immediate supervisor not to exceed the period of five (5) months.
2. During the probationary period, no grade promotions or transfers shall be granted.
3. During the probationary period at least two written evaluations shall be made by the immediate supervisor and these written reviews shall become part of the employee's employment record. These reports are designed to protect the rights of the employee and the college by making both parties aware of the individual's progress.
4. The initial evaluation must be done at the end of one and one-half months of employment. The evaluation form is attached herein, for information purposes only as Exhibit A.
5. Each evaluation will be discussed with the employee. The file copy shall be signed by the employee and a copy thereof presented to the employee.
6. A probationary office employee may be dismissed, with the approval of the President without recourse to this contract.

B. REGULAR EMPLOYMENT

1. Regular status has no legal force. It is merely a designation to indicate that an employee has completed a probationary period.
2. Regular status makes an office employee eligible for grade promotions and/or job reclassification.
3. Maintenance of regular status is contingent always upon satisfactory performance. Annual performance reviews shall be made part of the employee's employment record. The annual performance review form is attached herein, for information purposes only, as Exhibit B.
4. The annual performance review shall be written. It shall be discussed with the employee and signed by the employee. A copy shall be furnished the employee and the employee is entitled to answer, explain or clarify the evaluation, but not change it.

ARTICLE VI (Continued)

5. Regular status shall not be affected except by death, retirement, resignation, or by the termination process as outlined in Article XV.
6. There will only be one official personnel file for each employee. This file will be maintained in the Personnel Office. The employee will have the right upon request to examine his own personnel file, the only exclusion being confidential pre-employment credentials and pre-employment recommendations of an evaluative nature. The employee will make an appointment with the Personnel Office to examine his personnel file. A member of the Personnel Office will be present when the employee inspects said file, and the employee if he desires, may be accompanied by a member of the Association.

ARTICLE VII

WORKING YEAR, WEEK AND HOURS

- A. A full-time employee is defined as any member of the bargaining unit working five (5) days, thirty-seven and one-half (37-1/2) hours per week. All provisions of Article VII, Sections B through E, inclusive, as outlined below, apply to full-time office employees as defined herein.
- B. The working year for office employees shall be fifty-two (52) weeks or as otherwise defined in Article I.
- C. The working week shall consist of thirty-seven and one-half (37-1/2) hours, Monday through Friday.
1. The Board will set work schedules and make work assignments which can reasonably be completed in the allotted time.
 2. Full-time office employees shall be given as much advance notice as possible when they, of necessity, will be expected to extend the working day beyond the normal seven and one-half (7-1/2) hours.
- D. The normal working day for full-time office employees shall consist of seven and one-half (7-1/2) hours, commencing at 8:00 a.m. and ending at 4:30 p.m.
1. All full-time office employees normally shall be entitled to a duty free, nonpaid lunch period of one hour.
 2. Full-time office employees shall be granted two (2) fifteen minute breaks daily.
- E. Overtime and Compensating Time
1. Overtime rate (time and one-half) will be paid or compensating time (time and one-half) will be given to all full-time office employees for over thirty-seven and one-half (37-1/2) hours worked in any week or for over seven and one-half (7-1/2) hours in any one day.
- F. Paid Holidays
1. The following paid holidays will be allowed to all full-time employees providing school is not in session for the contract year 1973-74:
- | | |
|----------------------------|---------------------------|
| Fourth of July | Christmas Day |
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving Day | Good Friday |
| Christmas Eve Day | Memorial Day |
| | A Mutually Agreed to Day* |

ARTICLE VII (Continued)

*for 1973-74 it will be December 26, 1973.

In the contract year 1974-75, the following paid holidays will be allowed to all full-time office employees providing school is not in session:

Fourth of July	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Eve Day	A Mutually Agreed to Day*
Christmas Day	

*for 1974-75 it will be December 23, 1974

2. Full-time employees who have to work these holidays will be paid overtime rate (time and one-half) and be given compensating time (time and one-half) during another period within the contract year.
 3. When Christmas Eve Day, Christmas Day, New Year's Eve Day or New Year's Day falls on Saturday, full-time employees will receive the first preceding work day as a compensatory day.
 4. When Christmas Eve Day, Christmas Day, New Year's Eve Day or New Year's Day falls on a Sunday, full-time employees will receive the first succeeding work day as a compensatory day.
 5. If certain employees are needed on the applicable compensatory days described above, compensatory time (time and one-half) will be allowed during some other period of time and the employee will be paid overtime rate (time and one-half).
 6. Payment for holidays will not be provided to employees on leave nor to those employees who for some other reason did not work the day preceding and/or following the holiday, except those on emergency leave, compensation day or vacation day.
- G. All other employees covered under this contract, but not herein defined as full-time employees:
1. Shall be paid only for actual hours worked at the published hourly rates.
 2. Shall be paid pro rata only for those holidays actually falling in their normal work schedule.
 3. Shall be paid overtime after seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week.

ARTICLE VII (Continued)

4. Shall be given a fifteen (15) minute break for each four (4) hours worked.

H. Annual Calendar

The language set forth in this article shall constitute the annual calendar for the duration of this agreement; and no changes in said working conditions may be made without notifying and consulting with the Association.

ARTICLE VIII

WORK LOADS AND ASSIGNMENTS

- A. To the end that each College office employee may know exactly what is required of him, the College authorities shall develop adequate job or position descriptions. These descriptions will include a brief job summary, major responsibility, detailed outline of typical duties and will be given to employees at the time of hire, unless the position to be filled is new, in which case the job description will be prepared and issued to the employee by the end of three months from the date of hire.
- B. New, experienced and qualified employees, at the time of hire, will be assigned to the proper job classification according to the Office Personnel Classification Chart.
- C. When any new positions, not included on the rate schedule are established the Board may designate the job classification, rate structure and working conditions consistent with the provisions of this Agreement.
- D. In certain instances, the College may hire a trainee. The term "trainee" shall apply to persons hired for a position in which they have the capabilities but do not have the practical experience in that particular field. A trainee must serve at least six (6) months in that capacity, at which time they will be placed in their proper classification on the "hire" rate and with regular status.

ARTICLE IX

RECLASSIFICATION AND VACANCIES

- A. The transfer or reclassification of office employees is the responsibility of the Director of Personnel after consultation with the department head.
1. As a general rule, transfers are made only to positions of higher pay classification and/or greater responsibility. Transfers are considered as promotions. When a regular status employee is reclassified (promoted) to a new grade, he shall be placed in the new grade at a rate not less than the amount received in the old grade.
 2. When a position is discontinued by the College, any regular status member shall be placed in any open position or placed on leave of absence under provisions of Article XII, Section B (5) regardless of classification for which they are qualified.
 3. Any employee assigned a lower classification may apply for reinstatement to his former classification when any position carrying that classification is established.
 4. If any office employee is transferred to a position in a lower grade he shall be transferred at the same salary but in no case at more than the maximum for the lower grade.
 5. All reclassifications are restricted to regular status employees and shall be the responsibility of the Director of Personnel after consultation with the department head.
- B. All openings for office employment shall be posted on the Personnel Bulletin Board at least one week prior to public announcement. The President of the Association shall receive a copy of all such notices at the time of posting. Such posting will be kept until the position is filled or withdrawn.
1. Job openings in higher and/or other classifications will be filled whenever possible by regular employees who have the necessary skills and who are interested in changing work assignments. In any case, reclassification or transfer will be made only after consultation and approval of the supervisors involved. When a regular status employee is promoted, he will be assigned the proper grade according to the classification chart, waiving any new probationary period.
 2. A regular status employee may be reclassified upon request. Such requests may be initiated by either the employee or the supervisor and must be approved by the Director of Personnel.

ARTICLE IX (Continued)

3. Any office employee may apply for promotion. The skills, attainments, background, length of time in the College and other relevant factors will be considered. All other factors being equal, the number of months of satisfactory service shall be the determining factor.
4. The President of the Association shall be notified in writing at the time any vacancy is filled or any reclassification is determined.

ARTICLE X

SENIORITY

- A. Seniority shall be defined as length of continuous service with the Employer and shall be subject to the following conditions:
1. Seniority shall be computed from the latest date of hire.
 2. Seniority shall be on a campuswide basis.
 3. When an employee completes the probationary period, he shall be entered on the seniority list and his seniority shall be computed from the latest date of hire. There shall be no seniority among probationary employees.
 4. The seniority lists on the date of this Agreement shall show the names of all employees entitled to a ranking for seniority. Within thirty (30) days after ratification of the Agreement, the Board shall provide the Association with a current seniority list of all office employees. The President of the Association shall be notified of all additions to the Seniority List.
 5. An employee shall lose his seniority for the following reasons:
 - a. Resignation.
 - b. Discharge and the discharge is not reversed through the grievance procedure.
 - c. Death.
 - d. Retirement.
 6. All seniority and other rights under this contract shall be frozen if a member of the bargaining unit voluntarily accepts a position excluded from this contract.
 7. If such employee elects to return to a position covered by the contract, she shall be given first consideration for any available position for which she is qualified. When such transfer is effected, the conditions of re-entry shall be negotiated.
 8. Employees transferring to positions not covered by this contract may be subsequently discharged for cause, without recourse to the contract.
 9. For the purpose of this contract, "date of hire" means the first day actually worked as an office employee.

ARTICLE XI

PAID SICK AND EMERGENCY LEAVE

A. Sick Leave

1. In the initial fiscal year or portion thereof of employment and after completion of the probationary period, an employee shall be credited with his prorated share of sick days. This proration shall be figured on the basis of one prorated day for each calendar month left from date of hire to the end of the fiscal year.
2. After the first year, twelve (12) days per college year, credited at the beginning of the fiscal year will be granted to each full-time employee of the college and may be accumulated up to one hundred twenty (120) days.
3. Accumulated sick leave with regular pay may be used by the employee for any personal illness or injury. Persons injured on the job must file Workmen's Compensation Forms.
 - (a) No sick leave will be charged whenever an office employee's absence is covered by Workmen's Compensation.
4. Accumulated sick leave with regular pay may also be used for emergencies created by illness or injury to the immediate family of the employee within the household or responsibility.

B. Bereavement

In case of bereavement within the employee's immediate family or household, the number of days will be those deemed necessary as determined by the appropriate administrator and approved by the President or his designee. These days will not be deducted from accumulated sick leave.

C. Personal Business Days

After the period of probationary employment and with the approval of the supervisor, three (3) personal business days may be used by any regular office employee in each fiscal year exclusive of sick time. Personal business days must be requested by advance written notice. The request will be honored if the operation can continue with the best interest of the College being served. In no case will personal business days be allowed directly before or after scheduled vacation days or holidays.

ARTICLE XI (Continued)

D. Jury Duty

Employees requested to appear for jury duty shall receive their pay from the college for such time lost as a result of such duty, less any compensation received for such jury duty. Mileage allowance is not considered as jury compensation.

ARTICLE XII

LEAVES OF ABSENCE

- A. Unpaid personal leaves of absence may be granted to employees with one or more years of service for the following reasons:
1. Health
 2. Personal
 3. Maternity
- B. The following general conditions shall apply to leaves of absence:
1. All applications for a leave of absence shall be submitted in writing to the employee's immediate supervisor with a copy to the Director of Personnel.
 2. All leaves of absence shall be without pay.
 3. The Director of Personnel shall be given written notice of the employee's intent to return, one month prior to the expiration of the leave of absence. The Director of Personnel shall reply to the status of existing positions and the options available to the employee. Such reply shall be forwarded to the employee and the President of the Association. If an option is not exercised, the employee's leave will be expired.
 4. Vacation time, accumulation of sick leave and other employee benefits shall not be accrued during leaves of absence.
 5. Office employees granted leaves will, if possible, be reinstated in positions that are the same or similar to the ones held when granted the leave.
- C. Health Leave
1. When an employee is ill and has used all of his sick leave, all accumulated vacation allowance and personal days, he may request to be placed on leave of absence for the duration of the illness, not to exceed six months.
 2. Leaves for rest and recuperation (ill health) may be granted upon certification, in writing, by the office employee's physician.
 3. When returning from a leave of absence of one (1) month or longer, or after accident or surgery, office employees must obtain a certificate of good health from a doctor designated by the College.

ARTICLE XII (Continued)

D. Personal Leave

1. A leave of absence for personal reasons may be granted upon written request to the employee's immediate supervisor with a copy to the Director of Personnel for illness of members of the family or other responsibilities or for personal circumstances of a highly unusual or compelling nature.

E. Maternity Leave

Office employees shall, upon request, be granted a maternity leave subject to the following conditions:

1. Written notice of pregnancy must be made to the Director of Personnel before the office employee reaches her fourth (4th) month of pregnancy.
2. Maternity leave, not to exceed one year's duration, shall commence by the end of the employee's sixth (6th) month of pregnancy unless:
 - (a) Seven (7) to fourteen (14) days before the employee's seventh (7th) month of pregnancy she submits to the Director of Personnel a medical report signed by her physician affirming her physical fitness to work through her seventh (7th) month of pregnancy.
 - (b) This same procedure shall be followed as to the employee's continued employment during her eighth (8th) month of pregnancy.
 - (c) Under no circumstances shall an office employee be allowed to continue working later than thirty (30) days before the approximate date of birth of her child as stated in her written notice of pregnancy.
 - (d) An office employee shall not return to work after home care or hospitalization regarding birth of a child for at least one (1) month subsequent to her release date for such hospitalization or home care.
 - (e) Subsequent to that one (1) month period an office employee shall be reinstated when a medical report signed by the employee's physician submitted to the Director of Personnel states that said employee is physically and emotionally fit to assume her normal employment duties and responsibilities.

ARTICLE XIII

RESIGNATION

A. Resignation

1. All office employees shall give written notice of intention to resign at least two (2) weeks prior to the effective date thereof.
2. Any office employee of less than ten (10) years service who resigns, forfeits all rights except for unused vacation time.

ARTICLE XIV

RETIREMENT

- A. It shall be mandatory that each employee retire no later than June 30 of the fiscal year in which he attains age 65, except that an extension may be granted if approved by the President. Such extensions are subject to the following conditions:
1. Not later than February 15, the office employee who has reached or will reach age sixty-five (65) on or before June 30 of the current fiscal year shall request said extension in writing addressed to the Director of Personnel.
 2. Not later than April 1, the employee's physician shall have submitted to the Director of Personnel a report of a complete physical examination of the office employee, utilizing medical examination forms provided by the College.

B. Severance Pay

After ten years of service any employee upon severance due to retirement or death shall receive a severance benefit in the amount of \$1,000.00. Additional severance credit may be earned at the rate of \$10.00 for each additional calendar month of his employment after the tenth year. In no case would the maximum payment exceed \$2,000.00. Payment in case of a deceased employee will be made to the beneficiary or to the estate of the deceased. Any employee who retires under the provisions of the Michigan Retirement Act is guaranteed the base amount of \$1,000.00.

ARTICLE XV

TERMINATION AND LAYOFF

- A. Any regular status office employee may be dismissed by the President with written notice to the individual showing the cause. Any of the following may be considered as due cause for dismissal, demotion, suspension or other discipline.
1. Dishonesty, drunkenness, immoral conduct, or addiction to narcotics.
 2. Conviction of a felony by a Court of Law.
 3. Continuing illness after exhaustion of sick leave and leave of absence privileges.
 4. Incompetency, insubordination, or dereliction of duty, discourteous treatment of the public, students or fellow employees.
 5. Political activities engaged in during working hours.
 6. Use of fraud, deception or misrepresentation of facts used in the application for employment.
 7. Frequent and/or habitual tardiness or absences caused by trivial indispositions or casual absences, thereby reducing the efficiency of the work unit in which the employee is assigned.
 8. Failure to make proper provisions as provided by law for liquidation of just debts.
- B. Any office employee who is absent for three (3) consecutive work days who fails to make a report of his absence to his immediate supervisor may be discharged by the Director of Personnel.
- C. Any office employee who is discharged forfeits all rights except for unused earned vacation time which is paid for at the pay rate then in effect for the employee.
- D. When a reduction in force becomes necessary, the Employer shall determine the classifications to be reduced and the number of employees in those classifications to be laid off. Probationary employees within the affected classifications shall be the first to be laid off. The least senior employee in each classification affected shall be the next one to be laid off: provided the employees remaining in the classification have the qualifications to perform the available work of the classification.

ARTICLE XV (Continued)

If the employee to be laid off has more seniority than another employee in an equal or lower rated classification, said employee may displace the other employee providing said employee has the qualifications and experience to perform the duties of the other employee. The displaced employee shall then be the employee actually laid off from the College.

Probationary employees shall have no rights to displace other employees.

Employees on layoff shall be given the first opportunity to fill vacant positions for which they are qualified.

Recall for those possessing the qualifications for available positions shall be in inverse order of layoff.

In case of layoff for economic reasons, management will give as much advance notice as is possible to employees and the Association, but in no case less than two weeks notice.

- E. After ten years of service, any office employee whose employment is interrupted under Section D above or through no fault of his own, may choose to be terminated and shall be entitled to severance benefits outlined in Article XIV, Section B.
- F. Any office employee with between four (4) and ten (10) years of service to the College who is terminated for economic reasons and who is ineligible to retire under the provisions of the Michigan Retirement Act shall receive one (1) day of pay for every four (4) days of accumulated sick leave up to one hundred twenty (120) days and shall have the option of using unused vacation time or receiving pay for same.

ARTICLE XVI

PAID VACATION ALLOWANCE

- A. In the initial year of employment, no vacation time can be used before being earned. Vacation time will be credited as follows:

3 months - 2.5 days
6 months - 5.0 days
9 months - 7.5 days
12 months - 10 days

- B. After the initial year, full-time regular office employees will receive annual paid vacation on a common anniversary date of July 1 at the following rates: 1-3 years, 10 days; 4-5 years, 14 days; 6 through 9 years, 17 days; 10 years and over, 20 days and must be used during the fiscal year of eligibility (July 1 through June 30) with a four month grace period extending until October 31. Employees working less than twelve (12) months per year or thirty-seven and one-half (37-1/2) hours per week shall receive vacation allowance on a pro rata basis.
- C. In case of regular employees terminating or taking a leave of absence, employees must have completed 80% of his work assignment to get full credit for paid vacation. In cases where the employee has not completed 80% of his work schedule, he will be paid for a prorated portion of his vacation. In case an employee has already taken her paid vacation prior to termination, her last pay check will be adjusted.
- D. Each division of the College shall arrange an appropriate vacation schedule.

ARTICLE XVII

INSURANCE

- A. The Group Insurance Plan is an employee contribution plan.
- B. The Board of Trustees may waive all employee contributions for the employee and his dependents. During the course of this Agreement the Board has waived all employee contributions.
- C. Employees will be covered on the first of the month following the date of hire if employed prior to the 15th day of the month; otherwise she will be covered on the first day of the calendar month next following one month of employment provided a beneficiary form has been completed and signed.
- D. The above mentioned Group Insurance Plan covers only full-time employees as defined in Article VII.

ARTICLE XVIII

PHYSICAL EXAMINATION

- A. At the time of hire, and prior to being covered by the insurance plan, all office employees must submit medical evidence of reasonably good health on an appropriate form provided by the College.
- B. Any office employee shall be required to report for health examination to a physician designated by the College when in the judgment of the administration the apparent health of the employee warrants it.
- C. The College shall make provision for a skin patch test to be given on campus once each fiscal year, thereby making this service available to everyone who may need or desire such a service.

ARTICLE XIX

STRIKES

- A. So long as this Agreement is in effect the Association shall not cause, or permit employees represented by it to cause, nor will any employee represented by the Association take part in, any strike, slowdown, planned inefficiency, stoppage of work, or any other curtailment of work or instruction or interference with work or instruction for any reason whatsoever. Nor will the Association threaten, induce, authorize or sanction the same. Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment, restriction or interference with work or instruction, the Association shall take all necessary steps to avert or bring such activity to a prompt termination.

ARTICLE XX

NEGOTIATION PROCEDURES

- A. Not later than April 15, and as early as January 1, of the calendar year in which this Agreement is subject to reopen or expire, the Board and the Association agree to begin negotiations concerning a successor Agreement, in accordance with the procedures set forth herein. Any agreement so negotiated shall apply to all office employees as may be defined and shall be reduced to writing and signed by the Board and the Association.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the College District. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter not covered by this Agreement.
- D. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" shall mean a claim of an alleged violation, misinterpretation or misapplication of this Agreement.
2. The term "grievant" shall mean the employee or employees asserting the claim or the Association.
3. The term "day" shall mean work days excluding Saturdays, Sundays and holidays.

B. Processing

1. All grievances shall be filed and processed on forms developed by the Board and the Association.
2. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.
3. The failure of the Association to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board or its designee to render a decision within the time limits specified shall permit the grievant to proceed to the next step.
4. An employee may have a grievance adjusted without the intervention of the Association providing:
 - (a) The adjustment is not inconsistent with the terms of the Agreement; and
 - (b) The Association has had an opportunity to be present at such adjustment.
5. The discussion and processing of grievances shall not interfere with the carrying out of the duties and responsibilities of any employee.

C. Purpose

1. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

ARTICLE XXI (Continued)

D. Structure

All grievances shall be processed in the manner set out below. A grievance must be initiated with the appropriate executive within fifteen (15) days from the date of the event upon which the grievance is based, or within fifteen (15) days from the date the employee, through the exercise of reasonable diligence, should have known of the event upon which the grievance is based. In no event shall a grievance be initiated after ninety (90) days from the date of the event giving rise to the grievance.

1. Level One

Within ten (10) days from receipt of a written grievance by an "office employee", the Director of Personnel shall meet with the office employee and attempt to resolve the grievance. Within five (5) days of such meeting the Director of Personnel shall render a written decision on the grievance. In the event the Association is not satisfied with the disposition of the grievance, the Association shall have five (5) days to submit the grievance at Level Two.

2. Level Two

Within ten (10) days from the receipt of the grievance, the President or his designee shall meet with the Association and attempt to resolve the grievance. Within ten (10) days of such meeting the President or his designee shall render a written decision on the grievance. Should the Association choose to proceed to Arbitration, they shall, within five (5) days from the expiration of the ten (10) day period submit a written request for Arbitration at Level Three.

3. Level Three

Upon receipt of a written request for Arbitration, the Association and the Director of Personnel shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

ARTICLE XXI (Continued)

The arbitrator shall have no power to add to, subtract from, alter or in any way modify the terms of the Agreement or construe said terms in derogation of the Board's rights and responsibilities except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement.

The arbitrator shall render his decision within thirty (30) calendar days following the hearing. Decisions of the arbitrator shall be final and binding on the Association, the office employees involved and the Board.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all office personnel now employed or hereafter employed by the College.
- B. The Board agrees to furnish to the Association, when and as periodically requested, information concerning the financial resources of the district, adopted budgets and such other information as it may reasonably require for purposes of negotiating.
- C. The provisions of the Agreement shall be applied without regard to sex, race, creed, religion, color, national origin, age or marital status; provided, however, that nothing herein shall be so construed as to prevent the Board from establishing a mandatory retirement age.
- D. In the absence of a State directive or prohibiting legislation, the Board shall provide an Educational Grant Fund for all employees covered under this Agreement. Requests for grants will be limited to an amount equivalent to the tuition costs for all Schoolcraft College class offerings taken for which credit is earned. Employee grants are further limited to an amount equal to 50% of the tuition costs for all Schoolcraft College class offerings for which credit is earned that are taken by the spouse or dependents of the employee.

ARTICLE XXIII

DURATION

This Agreement shall become effective on July 1, 1973 and shall remain in full force and effect until June 30, 1975. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party, in writing, and successor agreements shall be negotiated as provided under Article XX of this document.

NOTE: All economic improvements become effective as of July 1, 1973 to whatever extent allowed by law.

FOR THE EMPLOYER:

FOR THE ASSOCIATION OF
OFFICE PERSONNEL:

Chairman, Trustees

President

Secretary, Trustees

Chairman, Negotiating Team

Director of Personnel

Date _____

(Date)

TO:

FROM: Gerald W. Munro, Director of Personnel

SUBJECT: PERFORMANCE REVIEW OF PROBATIONARY EMPLOYEE

Employee's Name

The Agreement between the Board of Trustees and the Association of Office Personnel states that during the probationary period at least two written evaluations shall be made by the immediate supervisor and these written reviews shall become part of the employee's employment record. These reports are designed to protect the rights of the employee and the college by making both parties aware of the individual's progress.

The initial evaluation must be done at the end of one and one-half months of employment. Each evaluation will be discussed with the employee. The file copy shall be signed by the employee and a copy thereof presented to the employee.

Please use the form below for evaluating this employee. Include a concise statement regarding strong points and/or problem areas, as well as your recommendation for or against regular status.

	1	2	3	4
APPEARANCE				
COOPERATION				
DILIGENCE				
RELIABILITY				
QUALITY OF WORK				

- 1. Excellent
- 2. Good
- *3. Fair
- *4. Poor

*If this rating is used, please explain fully.

Statement:

I have discussed this with the employee:

Supervisor

Employee

Date of Discussion

(Dated)

(Date)

TO:

FROM: Gerald W. Munro, Director of Personnel

SUBJECT: ANNUAL PERFORMANCE REVIEW OF REGULAR STATUS EMPLOYEE

Employee's Name

Please use the following numerical ratings in your evaluation of the above employee:

- | | |
|-------------------|----------------------------------|
| 1. Excellent | *If this rating is used, a |
| 2. Very Good | narrative must be attached, |
| 3. Average | which may be answered, explained |
| *4. Below Average | or clarified by the employee. |
| 5. Not applicable | |

The annual performance review shall be written. It shall be discussed with the employee and signed by the employee. A copy shall be furnished the employee and the employee is entitled to answer, explain or clarify the evaluation, but not change it.

1. Extent to which the employee shows the knowledge and skills necessary to the position. _____
2. Effectiveness in applying skills. _____
3. Comprehension of instructions and successful completion of assigned tasks without undue checking. _____
4. Soundness of judgment. _____
5. Constructive use of criticism by supervisor. _____
6. Cooperation with fellow employees. _____
7. Tact and courtesy in dealing with public. _____
8. Personal appearance. _____
9. Regular attendance. _____
10. Punctuality. _____
11. Temperamental and emotional stability as they affect performance. _____
12. Readiness to accept special assignments beyond daily routine. _____
13. Rate of production in relation to other employees in this category or position. _____
14. Extent to which the employee identifies himself with the position. _____

I have discussed the contents of this evaluation with my superior. My signature does not necessarily imply agreement with the evaluation content.

Employee

Date

Supervisor

1973-74 SALARY SCHEDULE A

S T E P

	A	B	C	D	E	F	G	H
4	94	100	106	113	120	127	135	143
5	103	109	115	122	129	136	144	152
6	111	118	124	131	138	145	153	162
7	120	127	135	142	150	158	166	175
8	129	137	145	153	162	171	181	191
9	138	146	154	162	171	181	191	201
10	147	156	164	173	183	193	203	213
11	156	164	173	183	193	203	213	224

G R A D E

New employees may be hired anywhere from Step A through C based on qualifications and experience as determined by the Personnel Office. Effective July 1, 1974, Salary Schedule B will replace Salary Schedule A. All employees will remain at the same grade and step for the duration of the contract unless reclassified.

1974-75 SALARY SCHEDULE B

S T E P

	A	B	C	D	E	F	G	H
4	100	106	112	120	127	135	143	152
5	109	116	122	129	137	144	153	161
6	118	125	131	139	146	154	162	172
7	127	135	143	151	159	167	176	186
8	137	145	154	162	172	181	192	202
9	146	155	163	172	181	192	202	213
10	156	165	174	183	194	205	215	226
11	165	174	183	194	205	215	226	237

G R A D E

New employees may be hired anywhere from Step A through C based on qualifications and experience as determined by the Personnel Office.