

**AGREEMENT BETWEEN**

**CHARLES STEWART MOTT COMMUNITY COLLEGE**

**-and-**

**INTERNATIONAL UNION, UAW AND ITS LOCAL 2102**

**SUPERVISORY AND MANAGERIAL UNIT**

**Effective**

**to June 30, 1998**

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This Agreement is made and entered into this 16<sup>th</sup> day of May, 1996 by and between the Charles Stewart Mott Community College (hereinafter referred to as the "Employer") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, its Local Union 2102 (hereinafter referred to as the "Union"), Supervisory and Managerial Unit.

**PREAMBLE**

**WHEREAS**, the Union and the Employer affirm their mutual interest in the development and administration of sound educational programs, consistent with community resources, for the students of the C. S. Mott Community College District; and,

**WHEREAS**, the Union and the Employer recognizes that the administration of sound educational programs is dependent in large part upon the cooperative action of the administrative personnel represented by the Union and the Employer in full and proper execution of Employer policies; and,

**WHEREAS**, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Union as the collective bargaining representative of its Supervisory and Managerial Unit with respect to hours, wages, terms and conditions of employment,

**NOW, THEREFORE, IT IS AGREED:**

## ARTICLE 1

### RECOGNITION

**Section 1. Recognition and Bargaining Unit.** The Employer recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for all full-time employees and part-time employees who are regularly scheduled to work at least twenty (20) or more hours per week for at least an academic semester in the Supervisory and Managerial Unit as listed in Appendix A, and all additions to such Unit during the term of this Agreement.

**Section 2. Administrative Duties.** Permanent administrative duties may not be added to any position within the bargaining unit which shall have the effect of removing such position permanently from the bargaining unit without prior negotiation with the Union. If such negotiations do not result in an agreement, the position shall be referred to the Classification Review Committee for a recommendation to the Employer's Board of Trustees, or a designee of the Board of Trustees. The decision of the Employer shall be final.

**Section 3. New or Changed Classifications.** When new classifications or positions are created within the College, the Employer, within five (5) days after the new classification or position is created, shall give notice to the Union of the bargaining unit status of such new classifications or positions. If the parties disagree as to the bargaining unit inclusion, or exclusion of the new classification or position, either party may file a petition for unit clarification proceedings with the Michigan Employment Relations Commission.

## **ARTICLE 2**

### **JOB DESCRIPTIONS**

**Section 1.** Each position within the bargaining unit shall have an official job description issued by the Employer. Each employee shall be provided with an approved copy of his/her job description. The job description will include, but not be limited to:

- (A) Essential duties and responsibilities;
- (B) Minimum education and/or experience requirements;
- (C) Grade level;
- (D) Title of Immediate Supervisor;

**Section 2.** All job descriptions will be issued in a standardized format to be determined by the Employer. All new or revised job descriptions shall be approved through the Employer's current job description approval procedure. In the event that there are any concerns regarding a new or revised job description or new or revised job description approval procedure issued by the Employer, the Union shall have the right, through a representative, to meet and discuss such concerns with the Employer's Office of Human Resources.

**Section 3.** Job descriptions for each position in the bargaining unit will be made available by the Employer to representatives of the Union for review and copying.

## **ARTICLE 3**

### **CLASSIFICATION REVIEW COMMITTEE**

**Section 1.** The purpose of the Classification Review Committee is to provide for the grading, placement and classification of bargaining unit positions in an objective and consistent manner. The forms listed as Appendix D through G are to be used as part of the classification

review process. The classification review forms may be revised during the term of this Agreement by mutual written consent of the Employer and the Union.

**Section 2.** The Classification Review Committee shall consist of four (4) members. Two (2) members of the committee shall be appointed by the Employer, and two (2) shall be appointed by the Union.

**Section 3.** The following procedures will be established for the Classification Review Committee:

- (A) A request for a review of any new, consolidated, or existing position in the bargaining unit may be made by the employee, the employee's immediate supervisor, or the employee's line superiors. Request forms (Appendix D) may be obtained at the Employer's Human Resources Office. All requests for review shall be submitted to the Human Resources Office of the Employer and to the Union.
- (B) The classification review shall consist of: (a) reviewing the official job description; (b) reviewing past and/or other related job descriptions; (c) reviewing the classification review request form; (d) reviewing the classification instrument, and may include (e) interviewing the parties involved. No attempt will be made to evaluate the performance of the person currently holding the position. The Employer will provide job descriptions to the committee upon request.
- (C) Within twenty (20) working days of the date that a request for review is received, the Classification Review Committee shall schedule a hearing concerning the review request.
- (D) The written recommendations of the committee (Appendix D) shall be forwarded to the President of the College through the Human Resources Office within five (5) working days of the date of the hearing. Within ten (10) working days of the receipt of the committee's recommendations, the President will inform the committee of his/her disposition of its recommendation. All parties involved in the classification review, including the Union, shall receive written notification of the President's decision by the Office of Human Resources within five (5) working days of his/her receipt of the President's decision.

**Section 4.** In the event that the President's disposition is in accordance with the Committee's recommendation, the decision of the President shall be final and binding upon all parties to this Agreement and the employee.

**Section 5.** In the event that the President's disposition is not in accordance with the recommendation of the Committee, the President's decision may be grieved pursuant to the grievance procedure under this Agreement.

**Section 6.** The effective date of any salary change as a result of a classification review decision by the President shall be no later than the date of the committee's written recommendation to the President.

**Section 7.** Any position which has been subject to review by the Classification Review Committee will not be considered for a classification re-evaluation for a period of twelve (12) months after the date of the President's final decision, or any arbitrator's award regarding a classification re-evaluation grievance.

**Section 8.** Any position downgraded as a result of a classification review decision shall not cause a reduction in the salary of the Employee who held the position at the time of the classification review decision.

#### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

**Section 1.** **Rights.** The Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement. The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business and affairs



of the College in all respects and as to all matters in connection with the exercise of such right, subject only to the employee's right to grieve, in accordance with the procedures provided in this Agreement.

**Section 2. Retained Rights.** The Employer retains and reserves unto itself, all management rights, and functions, except those which are clearly and expressly abridged by this Agreement. It is expressly recognized, by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to, full and exclusive control of the management of the business and affairs of the College, including the composition, direction and size of the work force, the right to maintain discipline among employees, including the right to make reasonable rules and regulations to promote efficiency, safe practices and proper conduct on the part of employees, and the right to discipline, up to and including discharge, any non-probationary employee for cause.

**Section 3. Due Process.** All non-probationary employees shall have the right to due process regarding any employment discipline, which right to be heard and represented shall be pursuant to the grievance/arbitration procedure prescribed under this Agreement.

## **ARTICLE 5**

### **EMPLOYEE AND UNION RIGHTS**

**Section 1. Public Employment Relations Act.** Employees and the Union, as the exclusive bargaining representative of the employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the terms of the Agreement.

**Section 2. No other Agreements.** The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union as the sole and exclusive bargaining agent for "employees" as set forth herein.

**Section 3. Use of Facilities.** The Union and its members shall have the right to use College building facilities for business meetings when such facilities are not otherwise in use. Use for other than business meetings shall be in accordance with the Employer's rental rules applicable to restricted membership organizations.

**Section 4. Use of Equipment.** Union officers or designees shall have the right to use College equipment, including computer equipment and software, typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (1) that no such equipment shall be removed from the College; (2) the equipment is not otherwise in use; (3) that permission to use such equipment is requested from the person having charge thereof; and (4) the Union will be accountable for all charge back and rental fees where such fees are normally applied or charged. The Union shall provide all required materials and supplies, and shall be financially responsible to the Employer for any equipment damage resulting from such use.

**Section 5. Mailing.** The Union shall be given access to employees' mail boxes for the distribution of informational material, and the Union and its members shall be permitted to use office bulletin boards to post notices of its activities and matters of Union concern, provided that all mailings and postings are identified with the author's or organization's name.

**Section 6. Information.** The Employer agrees to provide the Union, upon written request, available financial statements, adopted budgets, minutes of Board of Trustees' meetings, and such other information as the Union may reasonably require in order to carry out its bargaining representative functions. Nothing contained in this section shall be construed to require the Employer to provide the Union with information which is not already available to the Union, or to provide such information in any form other than that in which it would normally be provided to the Employer's Board of Trustees. Information requested by the Union shall be furnished by the Employer as soon as practicable.

**Section 7. Millage Requests.** The Employer will promptly notify the Union in the event the Employer decides to seek additional millage. Representatives of the Union will be given an opportunity to meet with representatives of the Employer to discuss any proposed millage requests.

**Section 8. Application of Agreement.** The provisions of this Agreement shall be applied in a manner which is not capricious or discriminatory and be in conformance and compliance with federal and state civil and human rights statutes.

**Section 9. Membership/Non-discrimination.** Membership in the Union shall be open to all employees regardless of race, creed, religion, color, national origin, age, sex, handicap or marital status. The Union agrees to represent equally all employees without regard to membership or participation in, or association with the activities of, the Union or any other employee organization.

**Section 10. Personnel Files.** There shall be only one official personnel file maintained by the Employer for each employee in the bargaining unit. The Employer shall keep each bargaining unit employee's medical file separate from the employee's personnel file. The employee shall be notified of any material placed in his/her personnel file by the Employer. Records of disciplinary actions shall be removed from an employee's personnel file thirty-six (36) months following the date in which the action was taken. All material removed from an employee's personnel file by the Employer pursuant to this provision shall be forwarded to the employee.

**Section 11.** The Employer shall not enter into any other agreements with employees in the bargaining unit, individually or collectively, which, in any way, conflict with the provisions hereof.

## **ARTICLE 6**

### **MEMBERSHIP, PROFESSIONAL DUES OR FEES, AND PAYROLL DEDUCTIONS**

**Section 1. Membership.** Any employee now employed by the Employer who is not a member of the Union and any employee hereafter employed by the Employer, shall within thirty (30) calendar days from the execution of the Agreement, or within thirty (30) calendar days from the date of employment, whichever date is later in point of time, make application for membership in the Union or if membership is not desired, pay a representation fee.

**Section 2. Contracts.** Any such employee may sign and deliver to the Human Resources Office an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Employer is discontinued or until revoked in writing.

**Section 3. Dues/Representation Fee.** Upon presentation of the assignment to the Human Resources Office, deductions shall be made for dues or representation fees in twelve (12) equal installments on the first pay date of each month.

- (A) The sum shall be deducted in equal installments beginning the first full month following the month this Article becomes operative or the first full month following employment, whichever shall be applicable.
- (B) Any person assigned to administrative duties or responsibilities on a less than full-time basis shall be subject to Section 1 above and such dues or fees will be established on a prorata or proportional basis.

**Section 4. Termination for Failure to Comply.** In the event that an employee fails to pay membership dues or representation fee, the Employer shall cause the termination of the employment of said employee as hereinafter detailed. The parties expressly recognize that the failure of an employee to comply with the provisions of this Article shall constitute reasonable and just cause for termination.

**Section 5. Procedure to Terminate.** The procedure in all cases of termination for violation of this Article shall be as follows:

- (A) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for termination will be filed with the Employer in the event compliance is not effected.
- (B) If the employee fails to comply, the Union shall file charges in writing, with the Employer, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charges.
- (C) The Employer, upon receipt of charges and request for termination, shall consider said charges at their next regularly scheduled Employer meeting. Said employee shall be terminated within ten (10) working days. In the event of compliance at any time prior to termination, charges may be withdrawn.

**Section 6. New Hires.** The Employer shall furnish the Union within one (1) week after approval of the recommendation to hire, the name and address of any newly hired employee whose position is included in the bargaining unit.

**Section 7. Hold Harmless.** The Union jointly and severally agree to save the Employer harmless from and indemnify the Employer against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable Attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article, and the defense of actions taken against the Employer before any court or administrative agency.

## **ARTICLE 7**

### **NEGOTIATION PROCEDURE**

**Section 1. Beginning Date.** Within thirty (30) days of the date either party gives notice of its desire to modify or change this Agreement, the parties shall begin negotiations of a successor agreement in accordance with the procedures set forth herein. Any agreement so negotiated shall be reduced to writing and signed by the Employer and the Union.

**Section 2. Negotiation Representatives.** In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.

**Section 3. Severability Clause.** If any law now existing or hereinafter enacted or any proclamation, regulations, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto, upon notice to the other party, may reopen for negotiations the invalidated portion. And if agreement herein

cannot be reached within thirty (30) days, either party may submit the matter to mediation.

**Section 4. Bargaining Team Members.** When it is mutually agreed, negotiations between the Union and the Employer shall take place during normal working hours. Collective bargaining by the Union shall be done with a Union bargaining committee. The number of Union members on the bargaining committee shall not exceed three (3). Any Union member participating in negotiations shall be released from regular duties without loss of salary, provided, they have prior approval of their immediate supervisor or the Office of Human Resources.

**Section 5. Parties Bound by PERA.** In the event the negotiations described in Section 1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

**Section 6. Amendments to Agreement.** This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

**Section 7. Catch Line Not Part of Section.** The catch line heading of any section of the contract that follows the section number is a descriptive nomenclature for the section, and in no way shall be used to construe the section more broadly or narrowly than the text of the section would indicate.

## ARTICLE 8

### SECURITY OF EMPLOYMENT

#### Section 1. Probationary Period.

- (A) Full-Time. All newly hired full-time employees shall be required to serve a probationary period of one hundred eighty (180) calendar days. All absences (paid and unpaid) shall extend the probationary period accordingly. During the probationary period the Employer retains the sole right to terminate such employees, with or without cause, and without recourse to the grievance procedure or a hearing, unless such termination is the result of Union or other protected activities. Upon completion of the probationary period, the employee shall acquire bargaining unit seniority from the date of hire.
- (B) Part-Time. Employees who are hired for less than full-time positions (less than thirty-six (36) regularly scheduled hours per week), shall be required to serve a probationary period of one thousand forty (1040) work hours. During the probationary period, the Employer retains the sole right to terminate such employees, with or without cause, and without recourse to the grievance procedure or a hearing, unless such termination is the result of Union or other protected activities. Upon completion of the probationary period, the Employee shall acquire prorated bargaining unit seniority from the date of hire.

Section 2. Written Evaluations for Probationary Employees. Written evaluations of the performance of probationary employees shall be prepared by their supervisors. The evaluation shall summarize job responsibilities and performance of such responsibilities. All such areas shall be reviewed with the probationary employee prior to completion of the evaluation. Such written evaluation shall be completed prior to the completion of the probationary period of employment by the employee. The official evaluation will be submitted to the Office of Human Resources for review and inclusion in the employee's personnel file.

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



**Section 4. Representation of Probationary Employees.** The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as prescribed under the terms of this Agreement, except matters which involve discipline, layoff, or employment termination for other than Union or other protected activities.

**Section 5. Seniority List.** Upon completion of the established probationary period, employees shall be placed on a seniority list. The seniority of part-time employees shall be based upon the number of hours worked from the date of hire, and calculated on a prorated basis. A copy of such seniority list shall be provided to the Union at the end of each academic semester.

**Section 6. Classification of Part-time Positions.** Grade placement of part-time positions will be established by the Employer in consultation with the Union. The change or modification of the grade placement of a part-time position will not result in the decrease of the salary of a part-time employee who fills the position at the time of the grade change or modification.

**Section 7. Loss of Seniority.** An employee shall be terminated and lose his/her seniority for the following reasons:

- (A) The employee quits or retires;
- (B) The employee does not report for work upon notice of recall by registered mail or telegram to his/her last known address within ten (10) working days;
- (C) The employee is discharged for just cause and not reinstated;
- (D) The employee is absent for three (3) consecutive work days without prior approval or authorization for a leave of absence by the Employer;

- (E) The employee fails to report to work within three (3) consecutive work days following a leave of absence, or fails to obtain an approved extension of the leave of absence from the Employer, which approval will not be unreasonably withheld;
- (F) The employee is laid off from work for the lesser of a period of time equal to the employee's accumulated seniority or thirty-six (36) months.

## **ARTICLE 9**

### **STAFF REDUCTION**

**Section 1. Notice.** In the event that it becomes necessary to layoff employees, the Employer shall provide the employee holding the positions affected by such layoff with written notice of the layoff at least forty-five (45) working days prior to the effective date of the layoff. The Employer shall also provide the Union with notice of any layoffs, which notice shall list the positions affected by the reduction in force. The Employer shall notify the Union of any layoffs at least ten (10) working days prior to notice being provided to the affected bargaining unit employees.

**Section 2. Layoffs.** All employees shall be laid off on the basis of seniority, by job classification in the following order: (1) probationary employees; (2) non-probationary employees in accordance with their bargaining unit seniority beginning with least senior employee within the classification and ending with the highest seniority employee in the classification.

**Section 3. Bumping/Transfers in Lieu of Layoff.** Employees receiving notice of layoff may request to bump or transfer to another position provided they have more bargaining unit seniority than the person presently holding the position. Employees exercising bumping and/or transfer rights in accordance with this section must meet the minimum requirements for the job. Employees shall exercise their bumping and/or transfer rights in the following order:

- (A) Vacancies at the same grade level.
- (B) Bump the lowest senior bargaining unit employee at the same grade level who has less bargaining unit seniority.
- (C) Vacancies at the next lower grade level.
- (D) Bump the lowest senior bargaining unit employee at the next lower grade level who has less bargaining unit seniority.
- (E) Employees may claim vacancies or exercise bumping/transfer rights until they have exhausted all grade levels equal to or lower than their present position.
- (F) The Employer may choose to require an employee to bump into a classification lower than their seniority and qualifications would entitle them to under this section; provided, however, that in such cases the employee shall be paid the rate of the position in the higher classification.

**Section 4.**     **Displaced Employees.** If a transfer under this provision results in the displacement of a bargaining unit member, the displaced bargaining unit member shall also have the right to request to bump or transfer to another position under the terms of this Article.

## **ARTICLE 10**

### **CONSOLIDATED POSITIONS**

**Section 1.**     **Creation.** Consolidated positions are defined as two or more bargaining unit positions combined into one position. All consolidated positions other than entry level (S&M 4, 5) shall be filled from within the bargaining unit provided there are unit members who possess performance skills and other qualifications needed to satisfactorily perform the duties of the positions, and provided such bargaining unit members apply for the position. All consolidated bargaining unit positions shall be considered as new positions in accordance with Article 1, Section 3 of this Agreement.

**Section 2.**     **Grade.** The grade placement of a consolidated position shall be determined by the Employer in consultation with the Union as provided in Article 3.

## **ARTICLE 11**

### **RECALL AND REINSTATEMENT**

**Section 1.**     **Former Position.** An employee on layoff or transfer status due to his/her position being eliminated under this Article shall be recalled to the former position when that position is reinstated or when a consolidated position involving substantially the same duties and responsibilities is formed.

**Section 2.**     **Other Employees.** Other employees on layoff or transfer status with more bargaining unit seniority may request transfer to such reinstated or consolidated position.

**Section 3.**     **Resignation.** No laid off employee shall have the option to decline reinstatement from lay off to his/her former position or a consolidated position. In the event a laid off employee declines reinstatement or recall from lay off, the employee shall be deemed to have voluntarily resigned or quit his/her employment, and the Employer's employment obligation to such laid off employee shall cease. However, once reinstated in that position, the employee's right to request transfer to available positions shall be honored.

Employees on layoff shall notify the Office of Human Resources of any change of address in order to afford the Office of Human Resources the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. In the event that a laid off employee finds other gainful employment and would not accept recall, said employee shall notify the Office of Human Resources, and their name shall be withdrawn from the recall roster.

**Section 4. Notice of Reinstatement and/or Consolidated Positions.** Announcement of available, reinstated and/or consolidated positions shall be made to eligible employees and to the Union using the following procedure:

- (A) All employees shall be notified by a posting in the Office of Human Resources.
- (B) The Union President shall be notified through the campus mail.
- (C) Laid off employees shall be notified by certified mail, return receipt, at their last known address.
- (D) Transferred employees shall be notified by both campus mail delivery and regular mail at their last known address.

**Section 5. Recall.** All non-probationary employees shall have the right to recall for the lesser of a period of time equal to the employee's accumulated seniority or three (3) years following the effective date of layoff. No new appointment to the bargaining unit will be made during these reinstatement periods until all laid off employees have had an opportunity to apply for any newly created positions. Employees notified under this Article shall have ten (10) working days to request transfer or appointment, through the Office of Human Resources, to available positions for which they are qualified.

**Section 6. Rights Upon Recall.** Recalled employees will return to employment on a date specified by the Employer without loss of seniority, sick and emergency leave and/or other benefits accrued prior to layoff. No laid off employee shall gain such benefits during the layoff period. In the event an employee is unable to return to work due to illness or other emergency, his/her right to recall shall be extended up to an additional thirty (30) working days.

**Section 7. Grievance Rights.** Any employee who does not agree with the decision of the Employer under this Article shall have the right to grieve such decision pursuant to Article 15 of this Agreement.

**Section 8. Seniority.** The seniority of a laid off employee who has been recalled shall consist of the employee's seniority at the time of layoff plus all seniority accumulated after the date of recall or reinstatement.

## **ARTICLE 12**

### **EMPLOYMENT PROCESS, VACANCIES AND TRANSFERS**

**Section 1. Vacancy.** A vacancy exists due to one of the following reasons providing the filling of the position has been approved by the Employer:

- (A) Termination.
- (B) Retirement.
- (C) Leave of absence. Excess of six (6) months unless an additional six (6) is approved by the Employer. Extension of medical leaves of absence may be approved by the President in consultation with the Union.
- (D) A new position is created. When new classifications or positions are created within the College, the Office of Human Resources shall give notice to the Union within five (5) working days of all positions within the bargaining unit as provided in Appendix A.
- (E) Transfer to another position.
- (F) Death.

Vacancies not approved to be filled by the Employer will be deemed closed positions, and the Union shall be so notified.

**Section 2. Employee Application for Open and Posted Positions.** All employees of Charles Stewart Mott Community College may apply for any position that is open and posted

for applications. Normal institutional employment procedures and policies shall be followed. Accumulated sick leave, institutional seniority and other earned benefits shall remain with the individual as long as he/she is employed by the College.

**Section 3. Selection Process.**

**(A) Advertising Staff Positions and Recruitment of Candidates.**

1. The Employer shall determine if and when a vacancy will be filled and shall prepare, publish, and distribute all notices of vacancies. The Employer shall consult with the Union if a vacancy is not to be filled.
2. Whenever a vacancy shall occur in the S&M bargaining unit that the Employer intends to fill, the Employer shall publicize the same by giving written notice of such vacancy to the Union and by providing for posting in the Human Resources Office and other appropriate locations. No vacancy shall be filled, except on a temporary basis, until such vacancy has been advertised for at least ten (10) working days. Vacancies shall not be filled on a temporary basis for longer than six (6) months unless the Employer has not received any applications from members of the bargaining unit who are qualified to fill the vacancy.
3. Prior to advertising any S&M bargaining unit position, the job description for the vacant position shall be reviewed and/or developed as defined under the terms of this Agreement. The grade level of the position shall be determined by the Employer after consultation with the Union.
4. The President will review and approve the official job description before final advertising. A copy of the job description will be sent to the immediate supervisor.
5. All bargaining unit positions will be filled, when possible, from qualified candidates within the bargaining unit. If merit, ability, and capacity to perform the job are equal among the candidates, preference will be given to bargaining unit members with the most bargaining unit seniority.

(B) **Interview and Selection of Candidates.**

The Executive Director of Human Resources shall have custody of all candidates' credentials and shall be responsible for the distribution of credentials and other appropriate information to the interviewing committee.

1. When any bargaining unit vacancy is posted, an interviewing committee will be formed as follows:
  - (a) Up to four (4) members of the bargaining unit selected by the Union.
  - (b) Up to three (3) members of the faculty selected by the MCCEA.
  - (c) Two (2) administrators selected by the President or his/her designee.
  - (d) The Executive Director of Human Resources and the Affirmative Action Officer will be ex officio members of the committee.
  - (e) The vice-president in whose area the vacancy exists will select the committee chairperson from among the committee members appointed.
2. A timeline for completion of the work of the committee shall be established by consultation of the committee chairperson and the Executive Director of Human Resources. The Human Resources Office shall assist the committee in making arrangements for the operation of the committee when requested. Campus visits of the candidates may be arranged by the committee or the Human Resources Office at the discretion of the committee.
3. The committee shall determine its own operating rules. The Office of Human Resources shall provide examples of operating rules from previous committees as well as legal parameters for the interviewing process.
4. The committee shall submit the names of at least three (3) candidates to the President, through the appropriate administrative process, unless there are fewer than three qualified candidates for



the position. The committee must take into consideration the contract rights of bargaining unit members when making its recommendation. The President shall have the authority to appoint one of the top three (3) candidates to the vacant position, subject to the right of any bargaining unit member who is not selected to file a grievance under this Agreement.

5. The parties recognize that the final decision in the hiring of new non-bargaining unit employees rests exclusively with the Employer and shall not be subject to the contract grievance provisions.

**Section 4. Induction Process.**

- (A) All interviewed applicants from within the College shall be notified by the Human Resources Office or the immediate supervisor concerning the decision relating to his/her application prior to the publication of the name of the successful applicant. All other applicants shall be notified that a final decision has been made.
- (B) The Human Resources Office shall be responsible for setting up a meeting with a new employee to discuss payroll and fringe benefits. The Union will be permitted an opportunity to discuss Union privileges and benefits with any new employee at such meeting, or at a meeting which is scheduled immediately thereafter.
- (C) The immediate supervisor shall be responsible for the orientation of the new employee to the College and the responsibilities of his/her position.
- (D) Any individual appointed to a vacant bargaining unit position shall make application for membership in the Union within thirty (30) calendar days. Checkoff forms for payment of union dues or representation fees will be provided at the time of employment by the Office of Human Resources.

**Section 5. Specific Policies.**

- (A) A faculty member may be appointed to an administrative position by normal employment procedures as outlined in this Article. Administrative fringe benefits shall begin on the effective date of his/her employment, subject to any restrictions of the insurance carriers. Salary range shall be determined by the administrative salary scale for the specific position in accordance with the collective bargaining agreement.

- (B) An administrator may be appointed to a faculty position by normal employment procedures and pursuant to any agreement between the Employer and faculty union representative. Placement on the faculty salary scale shall be in accordance with the terms and provisions of any collective bargaining agreement between the Employer and faculty union representative.
- (C) No decrease in salary, seniority or fringe benefits will result from a lateral transfer.
- (D) A staff member may apply for a position having a higher grade placement/salary range through regular employment procedures as outlined in this Article. Appointment to such positions shall not alter institutional seniority. Placement on the scale shall be pursuant to the employee's qualifications, performance, experience, time lapse since last increase, budget restrictions, and related criteria.
- (E) A staff member may apply for a lower staff position through regular employment procedures. Appointment to a lower position shall not alter institutional seniority. Salary range shall be determined by the administrative salary scale for the specific positions.
- (F) The salary adjustment procedure specified in Section 5(D) above, shall be followed for an individual whose job has been upgraded through the process of a classification review.
- (G) Changes in salary and fringe benefits resulting from changes in assignment shall begin on the effective date of the new assignment.

## **ARTICLE 13**

### **NON-DISCRIMINATION**

**Section 1. Policy of Non-Discrimination.** All positions shall be filled without discrimination as to sex, race, color, age, religion, handicap, country of origin or ancestry, political beliefs, marital status, or membership or participation in, or association with the activities of any professional organization.

**Section 2.**     **Affirmative Action Policy.** All reasonable efforts shall be made to recruit employees whose ethnic and social backgrounds are representative of the community and students served by the College.

## **ARTICLE 14**

### **PERFORMANCE ASSESSMENTS**

**Section 1.**     The immediate supervisor of each non-probationary bargaining unit employee shall meet annually with the employee for the following purposes:

- (A)           To discuss the employee's job description, and to determine whether a modification of the job description would be appropriate given the actual duties performed by the employee.
- (B)           To jointly establish specific, time-phased, measurable objectives and standards of performance for each of the major work activities. This action or performance plan shall be signed by the employee and his/her immediate supervisor.

**Section 2.**     If an employee's written evaluation has been completed, his/her immediate supervisor shall meet with the employee at least once during the next twelve (12) months for the following purposes:

- (A)           To review and assess progress made by the employee in relation to the action or performance plan.
- (B)           To discuss obstacles to the realization of the objectives set forth in the action or performance plan, and to establish ways of removing such barriers or obstacles.
- (C)           Revising the stated objectives and standards contained in the action or performance plan in light of changing or changed circumstances.

## ARTICLE 15

### GRIEVANCE PROCEDURE

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

**Section 2.**     **Without Intervention of the Union.** Nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, without the intervention of the Union, provided, that the adjustment is consistent with the terms of this Agreement, and the Union has been given an opportunity to be present at any grievance meetings, and has been made aware of any proposed grievance settlement or adjustment.

**Section 3.**     **Representation.** Any non-probationary employee may be represented at any level by the Union. Probationary employees may be represented by the Union except as prohibited by the terms of this Agreement.

**Section 4.**     **Definition of Grievance.** A grievance is a claim or dispute concerning the application or interpretation of this Agreement. Any written grievance shall specify the provision of this Agreement which is in dispute or which is claimed to have been violated.

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

**Section 6. Initiation of Grievances.** Grievances under the Agreement may be initiated by employees in the bargaining unit either singularly or jointly, the Union, or the Employer.

**Section 7. Grievances in Writing.** All grievances, appeals and decisions will be in writing with copies to Grievant, Office of Human Resources and the Union.

**Section 8. Extensions of Time Limits.** Time limits may be extended by mutual agreement, in writing, signed by the designated representatives of the Office of Human Resources and the Union.

**Section 9. Grievance Procedure.**

(A) Within twenty (20) days of the alleged violation , or within twenty (20) days of when the grievant reasonably should have known or became aware of the grievance occurrence, the initial grievance shall be filed. A grievance shall be initiated, in writing, and copies shall be provided to the Grievant's immediate supervisor, the Office of Human Resources, and the Union President.

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

- i. participants present.
- ii. issue resolved.
- iii. relevant articles of the contract.
- iv. discussion of the facts presented.
- v. decision.

If the grievance is unresolved, a copy of the response shall be forwarded to the Director of Human Resources for inclusion into the grievance file.

(C) **Level II.** Level II shall be an appeal of the grievance to the President or his/her designee. A request for a Level II hearing must be made in writing through the Office of Human Resources within ten (10) days of the Union's receipt of the response from Level I. A Level II hearing of the Grievance shall take place within ten (10) days of the Local Union's request for an appeal hearing. It is the responsibility of the officer hearing the appeal to ensure that due process is followed:

- i. documentary exhibits may be presented.
- ii. witnesses may be examined.
- iii. each party is afforded the opportunity for opening and closing statements.

It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of this agreement has occurred based on the evidence presented. Detailed record of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the Union in writing within five (5) days of the hearing. The written response shall include:

- i. a discussion of the evidence presented.
- ii. data from investigation conducted, but not part of the hearing proceedings.

(D) **Level III.** Grievances which are not satisfactorily resolved at Level II may be appealed to arbitration. Any request for arbitration shall be filed, in writing, with the Office of Human Resources within thirty (30) days of the Employer's Level II response, and shall be signed by the Union President or his/her designee.

**Section 10. Selection of Arbitrator.** The Union and the Employer agree to maintain an arbitration panel consisting of three (3) mutually agreed upon arbitrators for the purpose of hearing all grievance or arbitration cases brought under this provision. Each arbitrator on the panel shall be assigned a grievance arbitration case on an alternating basis. If an arbitrator on the panel is not able to hear a grievance arbitration case as prescribed in this Agreement, the next arbitrator on the list of arbitrators shall be assigned the case. The arbitration panel shall remain

in effect for a period of six (6) months. Either party may remove a name from the list with written notice to the other party at least ten (10) days prior to the expiration of such six (6) month period. Any arbitrator who is removed from the arbitration list shall be replaced by an arbitrator mutually selected by the Employer and the Union. In the event that the parties are unable to mutually agree upon an arbitrator(s) to serve on the arbitration panel under this Section, the arbitrator selection procedures of the American Arbitration Association will be utilized by the parties in selecting an arbitrator(s). If notice is not given, the list will continue in effect for the next six (6) months.

**Section 11.** **Costs.** The expenses and compensation of any witnesses or participants in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

**Section 12.** **Costs of Arbitrator.** The cost or fees of the arbitrator shall be borne equally by both parties.

**Section 13.** **Hearing.** After submission to the arbitrator, a hearing shall be held as soon as practical and the arbitrator shall issue an opinion and award. The arbitrator's decision shall be final and binding on the parties.

**Section 14.** **Arbitrator's Powers.** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement and shall render all decisions in writing and set forth any findings and conclusions only on the cause at issue.

**Section 15. Grievance Resolution.** Nothing in this Article shall prohibit the parties from meeting to discuss the possible resolution of a grievance after a demand for arbitration of a grievance has been filed.

**Section 16. Grievances Not Advanced.** Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the Employer's last response to the Grievance.

**Section 17. Grievances not Timely Answered.** Any grievance for which an answer has not been provided within the time limits set forth herein shall be moved to the next level of the grievance procedure.

**Section 18. Copies.** Copies of all written answers at all levels of the grievance procedure shall be given to the grievant and to the unit grievance officer of the Union.

**Section 19. No Reprisal.** No reprisal of any kind shall be taken by or against any participant in the grievance procedure for reason of such participation.

**Section 20. Initial Initiation of Grievances.** By mutual agreement, a grievance may be initiated at any higher applicable level of the grievance procedure.

**Section 21. Exclusions from Arbitration.** The following shall not be subject to arbitration:

- (1) Matters respecting the administration of the provisions of the insurance coverage, except carrier financial responsibility to honor claims or Employer failure to maintain continuity of coverage; and
- (2) Matters involving performance assessments or oral and written warnings.

The arbitration of a grievance in which a civil remedy is being pursued by the Grievant, at law or in equity, in any state or federal court, shall be deferred by the arbitrator until final



disposition of the civil case in which the Grievant is pursuing a civil remedy.

**Section 22. Back Pay.**

(A) Any award of back wages in the event of discharge or disciplinary suspension may, in the discretion of the arbitrator, commence with the date of discharge or disciplinary suspension. Any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Employer, less any unemployment compensation or compensation for personal services that the employee may have received from any source other than supplemental income during the period. Compensation received for personal services from a source that the employee was receiving prior to any termination or suspension, limited to the amount of compensation previously earned, shall not apply.

**Section 23. Grievance Documentation.** Copies of all documents, communications and records dealing with a grievance shall be maintained in separate grievance files by the parties. Copies of the documents, communications and records contained in the grievance files shall be provided by the Employer or the Union upon written request of either party to this Agreement or the Grievant.

**Section 24. Duty to Provide Necessary Information.** It is agreed that the aggrieved party and the Union shall be furnished with any relevant information in the possession of the Employer necessary for the processing of any contract grievance. Such relevant information is to be provided by the Employer after a written request which itemizes the information and explains the relevancy. All documents produced by the Employer shall become part of the grievance files of both parties.

**Section 25. Full Disclosure.** It is agreed that the Employer, the Union, and the Grievant shall not be permitted to assert at any arbitration proceeding any charges or to submit any evidence not previously disclosed to the other party in accordance with this Article.

## **ARTICLE 16**

### **DISCIPLINARY PROCEDURES**

**Section 1. Professional Conduct.** Breaches of professional conduct are subject to disciplinary procedures. Such breaches include abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance, violation of Employer policies, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee. (Notification of Intent form, Appendix H)

**Section 2. Progressive Discipline.**

- (A) The Employer will follow a policy and practice of progressive discipline, which may include a verbal warning, written warning, written reprimand, suspension, and discharge.
- (B) The point of initiation of any disciplinary action may be determined based on the severity of the infraction.
- (C) Warnings and reprimands may be discussed privately between the employee and the administrator.
- (D) Formal written record shall be maintained of discipline from written notices through discharge.
- (E) Formal disciplinary action shall remain as an active part of the progressive disciplinary step for a minimum of ninety (90) days unless stipulated differently by management.

- (F) No disciplinary action recorded more than eighteen (18) months from the date of a current disciplinary action shall be considered by the Employer in the current disciplinary action taken against an employee.
- (G) Neither party shall delay discussion of a warning or reprimand for more than five (5) days except by mutual consent.

**Section 3. Representation.** Before any meeting is called from which formal written disciplinary action may result, the employee shall be notified (Notification of Intent Form, Appendix H), and shall be entitled to have present a representative of the Union. If a Union representative is requested to be present, no longer than three (3) working days may lapse before such meeting is held.

**Section 4. Notice.** Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee and the Union.

**Section 5. Participants and Disciplinary Action Meetings.** Employees required by the Employer to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with the loss as a result of participation in such meetings.

**Section 6. Just Cause.** No employee shall be disciplined without just cause.

**Section 7. Complaints.** Any official complaint about an employee's professional performance shall be called to the employee's attention within a reasonable period of time after receipt of the complaint, but not more than twelve (12) days. Should such a complaint result in

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

## **ARTICLE 17**

### **NO STRIKES - NO LOCKOUTS**

**Section 1. Strikes are Prohibited.** Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever, in any matters which are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievances.

- (A) The Union will not support the action of any employee taken in violation of the above, nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited above.
- (B) Violations by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- (C) The Employer, in the event of violation of this article will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

**Section 2. No Lockout.** The Employer will not conduct a lockout at the College during the life of this Agreement.

## **ARTICLE 18**

### **WORKWEEK AND HOURS OF WORK**

**Section 1. Work Day.** The normal work day for bargaining unit members shall consist of eight (8) consecutive hours. The work schedule for part-time employees will be

determined by the employee's supervisor. The Employer may establish a one (1) hour unpaid lunch break each day.

**Section 2.**     **Work Week.** The normal work week for bargaining unit members shall consist of forty (40) hours during four (4) or five (5) consecutive days for full-time employees. The normal work week for part-time employees will be a pro-rata portion of the full-time schedule. (*i.e.*, A half-time employee would work twenty (20) hours).

**Section 3.**     **Flex Time.** With the prior written consent of his/her immediate supervisor, an employee shall have the privilege of changing his/her starting time on a given work day, provided, that the change can be accomplished without interference with the operations of the Employer.

**Section 4.**     **Compensatory Time.** Full-time employees will be entitled to compensatory time off for hours worked in excess of the normal work week. One (1) hour of compensatory time will be granted for each hour worked in excess of the normal work week. Accrual and utilization of compensatory time shall have the prior written approval of the employee's supervisor.

**Section 5.**     **Work Week/Layoff.** The Employer agrees not to reduce the work week of full-time employees in lieu of layoff. Should any employee's position change to require reduced hours, the affected employee will have the right to exercise bumping rights prior to accepting the reduced schedule.

**Section 6.** **Shift Differential.** Employees having the major portion of their regular work assignment occurring after 3:00 p.m. shall be paid a shift differential of forty-five (\$.45) cents per hour.

**Section 7.** Bargaining Unit members shall have the choice (with the approval of his/her immediate supervisor) of receiving either additional pay at time and one-half (1½) for all hours worked in excess of the normal work week, or compensatory time in an amount equal to one and one-half (1½) times the hours worked in excess of the normal work week. Bargaining Unit members shall receive call-in pay at a minimum of two (2) hours pay when requested to report to work outside the regularly scheduled assigned shift unless such work shall occur immediately preceding or immediately following the regularly assigned shift or is scheduled in advance.

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**ARTICLE 19**

**COMPENSATION AND EMPLOYEE BENEFITS**

**Section 1.** **Past Service.** For the purposes of salary, fringe benefits, and leave, the Flint K-12 service of staff members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education shall be counted as service at the College. Staff members who resign or otherwise terminate their employment shall no longer be entitled to such service credits. Administrators returning to faculty status shall retain all such service credits earned at the College.

**Section 6.**     **Shift Differential.** Employees having the major portion of their regular work assignment occurring after 3:00 p.m. shall be paid a shift differential of forty-five (\$.45) cents per hour.

**Section 7.**     The individuals in the positions of Manager-Computer Operations and Data Communications, Supervisor, Construction, Maintenance, and Head Custodian shall have the choice (with the approval of his/her immediate supervisor) of receiving either additional pay at time and one-half (1½) for all hours worked in excess of the normal work week, or compensatory time in an amount equal to one and one-half (1½) times the hours worked in excess of the normal work week. The individual in this position shall receive call-in pay at a minimum of two (2) hours pay when requested to report to work outside the regularly scheduled assigned shift unless such work shall occur immediately preceding or immediately following the regularly assigned shift. Such assignments must include the supervision of employees who report directly to the individuals in these positions.

## **ARTICLE 19**

### **COMPENSATION AND EMPLOYEE BENEFITS**

**Section 1.**     **Past Service.** For the purposes of salary, fringe benefits and terminal leave, the Flint K-12 service of staff members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education shall be counted as service at the College. Staff members who resign or otherwise terminate their employment shall no longer be entitled to such service credits. Administrators returning to faculty status shall retain all such service credits earned at the College.

**Section 2. Hours of Employment Status.** An employee who regularly works more than thirty-five (35) hours per week shall be considered full-time, and shall be entitled to all of the benefits provided to full-time employees under the terms of this Agreement.

An employee who regularly works twenty (20) hours or more per week but less than thirty-six (36) hours per week may request and receive offered fringe benefits by paying a pro rata share of the cost based upon actual hours worked. No fringe benefits provided under this Agreement shall be extended to an individual who regularly works less than twenty (20) hours per week, or on a substitute basis.

**Section 3. Effect of Termination Upon Fringe Benefits.** Any employee who resigns or otherwise terminates his/her employment will no longer be entitled to the fringe benefits program; provided, however, this section shall not be construed to prohibit individual purchases of benefit extensions upon retirement. Individual purchases are subject to the terms and conditions of the respective insurance carriers and may be subject to an administrative cost charged to the employee by the Employer.

**Section 4. Vehicle Reimbursement.** Any employee who is not given a car allowance and who is authorized to use his/her own vehicle in pursuance of his/her duties shall be reimbursed for the usage of his/her vehicle. The rate of reimbursement shall be the current IRS rate then in effect. Should the IRS raise their allowable mileage rate, said increase will go into effect on the following July 1 or January 1 whichever is sooner. It is agreed that such adjustment does not require any retroactive pay. Requests for mileage reimbursement shall be made in accordance with College procedures.



**Section 5. Educational Grant.** In the absence of a state directive or prohibitive legislation, the Employer will provide an educational grant fund. The grant will be limited to an amount equivalent to tuition and related service fees for credit courses taken under the Associate Degree program at Mott College for full-time employees, and a prorata amount based on hours worked for part-time employees, including spouse and dependent children (up to age twenty-five [25]) as defined by the Internal Revenue code of the United States. Employees seeking education grant payments shall be required to sign a grant agreement which authorizes payroll deductions in the event that the employee is required to repay any portion of the educational grant received as a result of failure to comply with the terms of such agreement.

The grant is dependent upon completing the courses with a passing grade. Should a passing grade not be received, the full amount of tuition and fees shall be paid to the College within twelve (12) months of the end of the class. The employee is responsible for his/her own cost and any cost incurred by a spouse or dependent child. It is the responsibility of the employee to make payment arrangements with the College. Any outstanding payments due must be paid in full prior to registration for subsequent classes. In order to provide verification of dependency status for purposes of State of Michigan audit and college record keeping, the student shall process the grant through the Director of Human Resources. The grant will also provide tuition and related service fees for non-credit courses.

Employees shall be allowed to take MCC classes that are job related during their normal work hours, when said classes are not offered after the employee's normal work hours, subject to prior approval of the employee's immediate supervisor. Employees who are allowed to take job related classes during their normal work hours will be allowed to make up such hours missed

during the same work week at the regular rate of pay when such hours are scheduled by the employee's immediate supervisor.

**Section 6. Seminars.** Employees attending seminars which are recommended by the Employer shall be paid their regular salary. Normal college procedures shall be followed in determining cost or reimbursement for accommodations and/or travel expenses.

**Section 7. Extra-internal Employment.** Subject to the following limitations, employees may teach classes on an extra compensation basis:

- (A) The approval of the immediate supervisor to whom the employee reports must first be secured.
- (B) All such employment shall be subject to the selection procedures of the instructional division involved.
- (C) No employee shall be excused from his/her routine responsibilities in order to teach for extra compensation.

## **ARTICLE 20**

### **SICK AND EMERGENCY LEAVE**

**Section 1. Annual Credit.** Sick and emergency leave shall be credited annually to each seniority employee as follows:

- (A) Twelve (12) days for employees working at least 48 weeks during a fiscal year.
- (B) Part-time employees who regularly work twenty (20) or more hours per week for at least forty-eight (48) weeks during the fiscal year shall be credited with a prorata amount of sick and emergency leave time based upon the actual number of hours worked.

**Section 2. Accumulation.** The total unused portion of annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.

**Section 3. Accrual During Leaves of Absence.** No employee shall forfeit accumulated sick and emergency leave days during approved leaves of absence. No employee shall accumulate sick and emergency leave during any leave of absence. Sick and emergency leave accumulated prior to a leave of absence shall be credited upon return.

**Section 4. Payment of Unused Accumulated Sick and Emergency Leave.** Upon retirement from the College, an employee shall be paid for unused accumulated sick and emergency leave up to a maximum of thirty (30) days at his/her regular rate of pay.

**Section 5. Effect on Layoff.** All seniority, sick and emergency leave accumulated prior to an employee being laid off will be restored upon the employee being recalled.

**Section 6. Use of Annual and Accumulated Sick Leave Days.** Annual and accumulated sick leave days shall be used either for personal illness or emergencies, as defined below; provided that an employee shall be eligible to use such days while on a leave of absence. All employees shall be credited with and use their annual accumulated sick and emergency leave allowance provided that:

- (A) The employee notifies his/her supervisor prior to the start of the employee's shift or as close to the beginning of the shift as reasonably possible that he/she will be unable to report because of personal illness, death or serious illness in his/her immediate family.
- (B) Upon returning to his/her duties, the employee complies with all the requirements of this sick and emergency leave policy.

**Section 7. Proof of Illness.** The Employer may request a doctor's certificate from an employee who uses illness as a reason for absence. Upon an employee's return to work after an illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. Where deemed necessary by

the Employer, a medical examination may be required by the Employer, at the Employer's expense.

**Section 8. Emergency Use.**

- (A) Absence due to the death of a member of the immediate family shall be granted for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin. The Employer may require an employee requesting such leave to provide proof of death.
- (B) Absences of employees due to the serious illness of any person listed in Section 8(A) above, shall be granted upon proof of the emergency by the employee for a period not to exceed five (5) working days. In case of quarantine, the time allotted shall be for the duration of the quarantine or for the accumulated sick and emergency leave days, whichever is the shorter period of time.
- (C) Paid emergency leave days in excess of the limitations herein contained may be granted by the employee's immediate supervisor provided the employee has sufficient sick and emergency leave days.

**Section 9. Emergency Leave Form.** An emergency leave form shall be completed by the employee and submitted to the employee's supervisor upon return to his/her duties after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

**Section 10. Hardship Cases.** Unpaid sick and emergency leave may exceed the total annual and accumulated sick and emergency leave days in unusual "hardship" cases when specifically approved by the Employer.

**Section 11. Transfer of Sick Leave Days.**

- (A) Any full-time employee may transfer a portion of his/her sick leave days to a full-time employee who has exhausted his/her accumulated sick and

emergency leave days. Any transfer of sick and emergency leave days must be in writing, used only to cover the waiting period before disability payments begin, and the number of days received may not exceed the amount necessary to meet the qualifying period for disability benefits.

- (B) All transfers of sick and emergency leave days shall be in writing on forms provided by the Office Human Resources.

## **ARTICLE 21**

### **LEAVES OF ABSENCE**

**Section 1. Voluntary and Involuntary Leaves.** The Employer, upon request of an employee, may grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the sole discretion of the Employer; provided, that without request, a leave of absence due to a physical or mental disability may be granted by the Employer for a period not to exceed one (1) year. Employees returning from a leave of absence of one (1) year or less shall have the right to return to the position which they held at the time that they took the leave of absence. Employees who are on a leave of absence in excess of one (1) year shall have the right to return to a vacant bargaining unit position for which he/she is qualified.

**Section 2. Accrual of Vacation.** When an employee finds it necessary to take a leave for which he/she is not paid, vacation will not be accrued for a period of such leave.

**Section 3. Extended Illness.** Any employee whose personal illness extends beyond his/her accumulated sick days or ninety (90) calendar days, whichever is earlier, will be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years. Employees who are on a leave of absence in excess of three years shall forfeit any right to return to a bargaining unit position at the college.

**Section 4. Personal Business Days.**

- (A) Paid personal leave of five (5) days (52-week positions) and four (4) days (all other positions) to be used for matters which cannot be scheduled outside of regular hours, shall be granted annually. Part-time employees scheduled to work less than thirty-six (36) hours per week shall receive a prorated amount of personal business days based on number of hours worked.
- (B) Personal business days may be used at the employee's discretion with the supervisor's approval. Personal business days may be taken on a half-day basis, if desired.
- (C) Personal business days do not accumulate. If not used by the end of the fiscal year, personal business days will revert to sick leave time.

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

**Section 6. Jury Duty and Court Service.**

- (A) When an employee is called for jury service, he/she shall give his/her supervisor notice, and he/she shall be given leave with pay. Any juror's fees received by the employee shall be paid to the Employer, except for mileage allowance.
- (B) When an employee is subpoenaed to serve as a witness in a court action involving the Employer or arising out of his/her employment (other than an action initiated by the employee), he/she shall receive his/her regular pay for the time required for such court appearance during regular College hours.
- (C) Any witness fees, except expert witness fees, resulting from court service, shall be paid to the Employer minus any legitimate documented expenses.
- (D) Time off duty under this Section shall not affect accumulated sick, personal business, or vacation days.

**Section 7. Family Leave.** An employee may request to take an unpaid leave for purposes of pregnancy, rearing of children, or adoption. Such leave may be granted for up to twelve (12) months. Should an employee during pregnancy require a medical leave, such a leave

will be in accordance with Section 3 of this Article, and Article 20, Section 8. The Employer will also comply with the U.S. Family Leave Act of 1993 ("FMLA") with regard to requests for unpaid leaves of absence submitted by eligible bargaining unit employees under this Act. Such leaves of absence shall be subject to the terms of this section:

- (A) Any employee on leave exclusively under FMLA shall not accrue seniority or employment benefits during the period of the leave.
- (B) Employees shall provide requests for leave of absence under FMLA to the Employer, in writing, as soon as reasonably practicable prior to the date that the leave is to commence.
- (C) If a leave under FMLA is for planned medical treatment of the employee or member of the Employee's immediate family, the employee must attempt to schedule treatment so as not to unduly disrupt the Employer's business operation.
- (D) The Employer may require employees requesting a FMLA leave to provide medical certification supporting the need for a leave due to a serious health condition affecting the employee or an immediate family member of the employee.
- (E) The Employer may require that any employee on a FMLA leave shall submit to other medical examinations for subsequent medical opinions and periodic recertifications at the expense of the Employer.
- (F) The Employer may require that employees on a leave of absence under FMLA shall provide periodic reports regarding the employee's leave status and intent to return to work.

**Section 8. Military Leave.** Leave for extended military service will be granted in accordance with the requirements of state and federal law. Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, is called to active service, he/she shall be paid the difference between his/her regular salary and the allowance including base pay of the State of Michigan or other governmental

authority for such active service, if such difference is less than he/she would receive for a comparable time worked for Charles Stewart Mott Community College, provided that the total period of such service does not exceed two (2) calendar weeks in a single calendar year. Before such payment shall be made, the employee shall file in the Human Resources Office a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

**Section 9. Paid Sabbatical Leaves For Employees.** Sabbatical leaves for study and/or research may be granted to two (2) members of the bargaining unit. Paid leave shall be granted in recognition of significant service and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of members of the staff and to the value of their subsequent service to Charles Stewart Mott Community College. The Employer may, however, deny, delay and/or change any such leave if the interest of the College, financially or otherwise, would be seriously impaired.

**Section 10. Professional Development Fund.** Each year six thousand dollars (\$6,000) will be budgeted for tuition reimbursement to be used for graduate study or other college credit programs necessary for the professional development of Union S&M members. Unused funds from each year will be disbursed in equal shares to program applicants who had additional unmet expenses in their educational program up to their actual expenditures. Bargaining unit members may be reimbursed up to a maximum of \$400.00 per academic semester or term of the institution where classes are taken, up to a maximum of \$1,200.00 per fiscal year.

In order to receive reimbursement the employee must have in their personnel file a development plan approved by their immediate supervisor, and must demonstrate satisfactory



completion of the course by submission of the grade report indicating a grade of "B" or better for graduate courses, and "C" or better for undergraduate courses. Written requests for reimbursement shall be submitted to their immediate supervisor. (see Appendix I) All requests for reimbursement must be received on or before September 15 for Summer Semester Courses, on or before January 15 for Fall Semester Courses, and on or before June 15 for Winter Semester Courses.

**Section 11. Study Leave.** The Employer may grant, upon application, leave of absence without pay not to exceed one (1) year for study, except that the Employer, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the administration. Decision by the Employer in granting or renewing such leave is final.

**Section 12. Professional Leaves.** Full pay may be granted to an employee to attend professional meetings or other special assignments with the approval of the supervisor, and under established procedures. Employee expenses incurred while on approved professional or conference leave shall be reimbursed under established procedures.

**Section 13. Detached Service Leave.** The Employer may grant detached service leave with another school system, educational institution, or with an official governmental agency, including the Peace Corps.

**Section 14. Catastrophe Leave.**

- (A) When a natural catastrophe occurs, one day's leave per occurrence may be granted without loss of pay. The meaning of "natural catastrophe" shall be limited to those conditions commonly termed "acts of God."
- (B) Any such leaves taken shall be deducted from the employee's accumulated sick and emergency leave.

**Section 15. Conference Leave.** Each member of the Union may be allowed to attend conferences pertaining to the employee's specialty area with the supervisor's approval. Employee expenses incurred while on approved professional or conference leave shall be reimbursed under established procedures.

**Section 16. Retention of Benefits.**

- (A) Employees on approved leaves of absence shall retain all credits toward paid leave, sick and emergency leave, seniority and years of service credit accrued prior to the beginning of the leave.
- (B) An employee on leave for sixteen (16) weeks or more shall notify the Human Resources Office, in writing, not less than sixty (60) days prior to the expiration of such leave whether he/she will return to employment. An employee not conforming to this requirement may have his/her employment terminated.

**Section 17. Working in Higher Classification.** Staff members who are temporarily assigned to the responsibility of a higher classification shall receive a minimum seven (7%) percent salary increase, effective the eleventh (11th) working day excluding vacation time.

**Section 18. Compensable Illness and Injuries.** Any employee who is receiving workers' compensation payments due to a compensable injury or disease and who is absent shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan worker's compensation law and his/her regular salary.

**Section 19. Paid Holidays.**

- (A) Employees shall be paid for the following specific days when they fall within a work week in which the employee is regularly assigned to work:

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving

\*Christmas Day  
\*New Years Day  
Martin Luther King Day  
Memorial Day

\*[Refer to perpetual calendar]

- (B) Part-time employees shall receive prorated amount towards benefits during the Christmas/New Year holiday shut down, including the holidays, provided the employee's contract extends through the Winter Semester.

**Section 20. Vacation.**

(A) **Accrual of Time.**

1. **New Employees**

1-2/3 days per month accrued monthly

2. Part-time employees shall earn prorated vacation credits.

**Section 21. Use of Accrued Time. Vacation days** may not be taken until accrued.

If it is not feasible for the employee to take these days during the fiscal year when they accrue, they must be taken during the following fiscal year or be forfeited. Under extenuating circumstances, the immediate supervisor may authorize a one fiscal year extension.

**Section 22. Holidays Occurring During Vacation.** Legal holidays are to be considered as a right and if one falls during a vacation period, it is not counted as a vacation day.

**Section 23. Condition for Paid Holiday.** An employee will not be paid for a holiday which falls between two (2) working days for which the employee has taken personal leave (non-paid) days.

**Section 24. Payment for Vacation.** Upon resignation or termination, an employee will be paid for all accumulated and recorded vacation days at the employee's rate of pay at the time of their resignation or termination.

**Section 25. Rescheduling of Holidays.** In the event the length of the academic calendar should require unit members to work on a holiday listed in this contract, as, for example, a scheduled holiday during the Christmas/New Year period, such day(s) shall be rescheduled to be taken before the end of the fiscal year. The scheduling of such days is between the employee and their immediate supervisor.

## **ARTICLE 22**

### **TERMINAL LEAVE**

**Section 1. One Hundred Twenty-five (\$125.00) Dollars.** A terminal leave payment of One-Hundred Twenty-five (125.00) Dollars per years of service to the College will be paid upon retirement thereafter to:

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

**Section 2. One Hundred Fifty (\$150.00) Dollars.** A terminal leave payment of One Hundred Fifty (\$150.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

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

**Section 3. One Hundred Seventy (\$170.00) Dollars.** A terminal leave payment of One Hundred Seventy (\$170.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

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

**Section 4. Two Hundred (\$200.00) Dollars.** A terminal leave payment of Two Hundred (\$200.00) Dollars per year of service to the College will be paid upon retirement to:

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

**Section 5. Two Hundred Twenty-five (\$225.00) Dollars.** A terminal leave payment of Two Hundred Twenty-five (\$225.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

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

**Section 6. Two Hundred Fifty (\$250.00) Dollars.** A terminal leave payment of Two Hundred Fifty (\$250.00) Dollars per year of service to the College will be paid upon retirement thereafter to:

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

**Section 7. Year's Credit.** For purposes of terminal leave, a year's credit will be based on a complete, contractual year of full-time service at the College.

**Section 8. Retirement Health Care Benefits.** Health insurance as set forth in Article 17 of this Agreement shall be provided for the first month of retirement. Dental and vision care shall be continued for the first twelve (12) months of retirement.

**Section 9. Payment of Unused Accumulated Sick and Emergency Leave.** Upon retirement from the College, an employee shall be paid for unused accumulated sick and emergency leave up to a maximum of thirty (30) days at his/her regular rate of pay.

**Section 10. Part-time Employees.** Part-time employees with at least ten (10) years seniority based on hours worked, as of the date of this contract, shall have their terminal leave benefits determined using institutional seniority.

**Section 11.** Requests by unit members for divided terminal leave payments are to be mutually agreed upon a maximum of five (5) payments.

## **ARTICLE 23**

### **HEALTH AND WELFARE**

**Section 1. Group Life Insurance.** Group life insurance protection which shall pay to the staff member's designated beneficiary the sum of Forty Thousand (\$40,000.00) Dollars (52-week positions) and Thirty Thousand (\$30,000.00) Dollars (all other positions) upon death and in the event of accidental death, a sum not less than twice the specified amount. An employee shall not be covered beyond the end of the school year he/she reaches age seventy (70).

If a sufficient number of employees desire, as determined by the carrier, the Employer will make available optional life insurance coverage at the employees expense. Monthly premiums shall be determined by the carrier, with premiums to be paid through payroll deduction.

**Section 2. Hospitalization and Medical Insurance.** The Employer will pay the entire premium for the staff members Blue Cross/Blue Shield MVF-2 plus Master Medical Option 4 with a Two (\$2.00) Dollar co-pay prescription drug coverage, HMO Program, or for any employee organization insurance or program equivalent thereto approved by the Employer for both the staff members and his/her family.

**Section 3. Annuity in Lieu of Hospitalization and Medical Insurance.** Unit members who do not elect any of the above health plans shall have (\$100.00) Dollars per month to apply toward authorized tax sheltered annuities and/or other approved options. Said amount must be applied to these annuities and/or other options and shall not be taken as salary.

**Section 4. Age Sixty-five (65).** At age sixty-five (65) the employee is required to enroll in Medicare in order to qualify for a plan equivalent to Blue Cross 65 or HMO 65, which the Employer will provide during the period of continued employment.

**Section 5. Layoff/Worker's Compensation.** The Blue Cross/Blue Shield insurance programs or other medical insurance programs as described in Section 2 above shall be paid for each employee and his/her family, on worker's compensation up to a maximum of six (6) months from the date said employee began receiving worker's disability compensation payments. The Blue Cross/Blue Shield insurance programs or other programs as described in Section 2 above shall be paid for each employee and his/her family up to a maximum of thirty (30) days from the date said employee began on layoff status.

**Section 6. Disability Insurance.** Long-term disability payments will be provided for a period of time determined in accordance with governmental rules and regulations on age discrimination, but not to exceed age seventy (70), at sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent of

salary for sickness or accident, with a ninety (90) calendar day waiting period and pre-existing conditions waiver. The amount of reduction in long-term disability benefits resulting from social security payments will be calculated when long-term disability benefits begin and then, for the purpose of the plan, the amount of such social security benefits shall be "frozen." Any later legislative changes increasing social security old age, survivors, and disability insurance benefits will not be used to further reduce the long-term disability benefits. Any sick days remaining after the waiting period shall be retained by the staff member for the use upon return to work and for the determination of terminal leave payments qualified.

Mental/nervous conditions, alcoholism/drug abuse will be treated the same as any other illness.

**Section 7. Group Life Insurance and Hospitalization and Medical Insurance During Long-Term Disability.** Coverage in Sections 1 and 2, above, shall be continued while the employee is receiving long-term disability payments.

**Section 8. Dental Insurance.** The Employer shall provide without cost to the staff members, Delta Dental Care Plan E with orthodontic equivalent dental care plan for each full-time staff member and his/her eligible dependents.

**Section 9. Liability Insurance.** The Employer shall provide without cost to the staff member, liability insurance in the amount of up to Five Hundred Thousand (\$500,000.00) Dollars for Union full-time and part-time staff members.

**Section 10. Vision Insurance.** The Employer shall provide, without cost to the staff member, the Blue Cross Vision Care Plan (W/FLVS-A), or an equivalent vision care plan for all full-time staff members and their eligible dependents. If the cost of the accepted program exceeds Ten (\$10.00) dollars per month per employee, the College may change to a lower cost program.



**Section 11.** **Part-time Employees.** Part-time employees' share of cost of benefits shall be payroll deducted. Affected part-time employees shall sign and deliver to the Controller an assignment authorizing the deduction of said fee for benefits which require shared cost. All such assignments shall remain in effect until the benefit is discontinued by the part-time employee or the College.

## **ARTICLE 24**

### **WAGES**

It is agreed that the employees covered by this Agreement shall be paid the salaries set forth in Appendix B which is attached hereto and made a part of this Agreement. The parties agree that this Agreement shall be re-opened solely for the purpose of negotiating a wage or salary increase, if any, which shall be effective on and after July 1, 1996, and July 1, 1997.

## **ARTICLE 25**

### **TERMINATION AND MODIFICATION**

**Section 1.** Unless otherwise provided herein, this Agreement shall become effective on November 27, 1995, and shall remain in full force and effect until June 30, 1998.

**Section 2.** If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

**Section 3.** If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of

amendment, in which event the notice of amendment shall set forth the nature of the amendment or in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 16<sup>th</sup> day of May, 1996.

**FOR THE EMPLOYER:**

CHARLES STEWART MOTT  
COMMUNITY COLLEGE

BY: Laura Smiley

ITS: Chair - Board of Trustees

**FOR THE UNION:**

MOTT COMMUNITY COLLEGE PROFESSIONAL  
ADMINISTRATORS ASSOCIATION  
SUPERVISORY AND MANAGERIAL UNIT  
LOCAL 2102

BY: Joseph L. King 4-19-96  
Joe King

ITS: Bargaining Chair, Local 2102

BY: Joyce Toet 4-18-96  
Joyce Toet

ITS: President

FOR THE INTERNATIONAL UNION  
UAW

BY: Ruben Burks 5-3-96  
Ruben Burks

ITS: Regional 1-C Representative

## APPENDIX A

### **GRADE 1**

ATHLETIC DIRECTOR  
ASSOC DEAN, ACADEMIC & EXTENDED SERVICES  
ASSOC DEAN, BUSINESS  
ASSOC DEAN, COUNSELING/STUDENT DEVELOPMENT  
ASSOC DEAN, FINE ARTS  
ASSOC DEAN, HEALTH SCIENCES  
ASSOC DEAN, HUMANITIES  
ASSOC DEAN, SCIENCE & MATH  
ASSOC DEAN, SOCIAL SCIENCES  
ASSOC DEAN, TECHNOLOGY  
EXEC DIR, BUSINESS & INDUSTRY RESOURCE INSTITUTE  
EXEC DIR, ADMISSIONS & RECORDS  
EXEC DIR, CONTINUING EDUCATION  
EXEC DIR, EDUCATIONAL TECHNOLOGY  
EXEC DIR, FINANCIAL AID  
EXEC DIR, STUDENT ACTIVITIES/OMBUDSMAN

### **GRADE 2**

EXEC DIR, COLLEGE RELATIONS  
EXEC DIR, LEARNING CENTER/DISABILITY SERVICES  
EXEC DIR, LIBRARY  
MANAGER, DATA COMMUNICATIONS  
MANAGER, PURCHASING  
SUPV, FACILITIES MANAGEMENT  
TECH EXTN DIR, COMMUNITY EDUCATION  
MANAGER, BUDGET & ACCOUNTING

### **GRADE 3**

EXEC DIR, CAREER & JOB PLACEMENT  
MANAGER, ADMINISTRATIVE SYSTEMS  
MANAGER, MEDIA/TELEVISION SERVICES  
SUPV, ACCOUNTING  
SUPV, CAMPUS SAFETY  
SUPV, CUSTODIAL SERVICES

### **GRADE 4**

DIR, CHILD CARE CENTER  
MANAGER, AUTOMATED/TECHNICAL SERVICES  
MANAGER, REFERENCE & BRANCH SERVICES

### **GRADE 5**

SUPERVISOR, ENTRY AND TRANSFER SERVICES - SEE APPENDIX L-3

**APPENDIX B**

**Effective July 1, 1994**

**GRADE**

<b>07/01/94 TO 06/30/95</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>YEAR</b>					
<b>0</b>	30960	34323	39351	44374	47727
<b>1</b>	32231	35734	40965	46199	49689
<b>2</b>	33505	37144	42584	48023	51653
<b>3</b>	34774	38554	44201	49847	53613
<b>4</b>	36047	39964	45817	51670	55575
<b>5</b>	37321	41376	47436	53495	57537
<b>6</b>	38592	42786	49053	55317	59498
<b>7</b>	39865	44198	50671	57141	61460
<b>8</b>	41137	45608	52288	58965	63420
<b>9</b>	42382	47018	53905	60791	65381

**Effective July 1, 1995**

**GRADE**

<b>07/01/95 TO 06/30/96</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>YEAR</b>					
<b>0</b>	31765	35215	40374	45528	48968
<b>1</b>	33069	36663	42030	47400	50981
<b>2</b>	34376	38110	43692	49271	52996
<b>3</b>	35678	39556	45351	51143	55006
<b>4</b>	36984	41003	47009	53013	57020
<b>5</b>	38291	42452	48669	54886	59033
<b>6</b>	39595	43899	50328	56755	61045
<b>7</b>	40902	45347	51988	58627	63058
<b>8</b>	42207	46794	53647	60499	65069
<b>9</b>	43484	48241	55307	62371	67081

**Section 1:** The scale is based on years of experience at Mott Community College in the classification reflected above. However, new hires may have experience elsewhere and as a result the Employer may place a new hiree by giving them one (1) year experience on the scale for each two (2) years. (Example: New hiree has six years experience elsewhere, the Employer may place hiree at maximum of Year 3).

**Section 2:** Each July 1, all employees not at the maximum pay level in their grade will be moved to the next experience level.

**Section 3:**                    Longevity.

- A. Each full-time employee covered under this Agreement shall receive a longevity payment as follows:
- ◆ After 10 years of continuous service to the College, a lump sum payment of \$400 annually.
  - ◆ After 15 years of continuous service to the College, a lump sum payment of \$450 annually.
  - ◆ After 20 years of continuous service to the College, a lump sum payment of \$500 annually.
- B. Longevity will be paid to employees during the month of December based on the employee's continuous service as of December 1. Eligible employees must have worked at least 8 months during the current year to receive a payment in December. No prorated payments will be made for partial service.
- C. Unpaid leave time does not count toward longevity service credit; paid leave time is, however, included.
- D. Longevity payments are based on continuous past college service, excluding part-time teaching experience. Credit for continuous part-time employment other than teaching shall be accrued on a pro rata basis and counted for purpose of determining longevity eligibility should an employee be hired into a full-time position from continuous part-time employment without a break in service.

**APPENDIX C**

**FRINGE BENEFITS INFORMATION**

Available from the Human Resources Office.

**APPENDIX D**

**MCCPAA CLASSIFICATION REVIEW REQUEST**

Section 1. (To be filled out by the person making the request)

NOTE: The official job description and evaluation instrument must be obtained at Human Resources before starting this process.

1. Position to be reviewed \_\_\_\_\_  
Department/Division \_\_\_\_\_
2. New Position \_\_\_\_\_ Consolidation \_\_\_\_\_ Existing \_\_\_\_\_
3. Present Classification: S&M \_\_\_\_\_ Grade \_\_\_\_\_
4. Immediate Supervisor \_\_\_\_\_
5. Do you wish to meet with the CRC? \_\_\_\_\_
6. Person making this request \_\_\_\_\_
7. Using the official job description and classification instrument, explain the reasons for the review request. Attach additional sheets if necessary.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Section 2.

Receive in the Human Resources Office by \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

This meeting is to be scheduled by \_\_\_\_\_ date.

This form is to be routed from Human Resources to the immediate supervisor and through all line supervisors to the Vice President level.

Supervisor's comments, add additional sheets if necessary: (If you disagree, you should supply reasons)

Signature \_\_\_\_\_ Date \_\_\_\_\_ Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Agree \_\_\_\_\_ Disagree \_\_\_\_\_

---

Section 3.

Meeting Date: \_\_\_\_\_

cc: Human Resources Office  
Classification Review Committee  
Initiator



**APPENDIX E**

**CLASSIFICATION REVIEW ACTION**

Section 1. (To be filled out by the Human Resources Office)

1. Position to be reviewed \_\_\_\_\_  
Department/Division \_\_\_\_\_
2. New Position \_\_\_\_\_ Consolidated \_\_\_\_\_ Existing \_\_\_\_\_
3. Present Classification: S&M \_\_\_\_\_ Grade \_\_\_\_\_
4. Immediate Supervisor \_\_\_\_\_
5. Person making the request \_\_\_\_\_
6. Documentation attached: Official Job Description \_\_\_\_\_  
Previous Job Description \_\_\_\_\_  
Request Form \_\_\_\_\_  
Other \_\_\_\_\_

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Section 2. (To be filled out by CRC Chairpersons)

1. Meeting Dates \_\_\_\_\_
2. Employee Interviewed: Yes \_\_\_\_\_ No \_\_\_\_\_
3. Supervisor Interviewed: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Others Interviewed: \_\_\_\_\_  
\_\_\_\_\_
5. Recommendation on the request (check one)  
\_\_\_\_\_ Remain at present classification  
\_\_\_\_\_ Refer to \_\_\_\_\_ CRC  
\_\_\_\_\_ Reclassify to S&M \_\_\_\_\_ Grade

6. Using the official job description and classification instrument, explain the reasons for this recommendation. Attach additional sheets if necessary.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Must be routed to the President's Office by \_\_\_\_\_  
or must be routed to \_\_\_\_\_ CRC by \_\_\_\_\_ date.

Section 3. (President's response to the CRC recommendation)

1. Accept \_\_\_\_\_  
Reject \_\_\_\_\_
2. Reasons

Signature \_\_\_\_\_ Date \_\_\_\_\_

Must be routed to the Human Resources Office by \_\_\_\_\_ date.

cc: Human Resources Office  
Initiator  
CRC Members

**APPENDIX F**

**MCCPAA CLASSIFICATION APPEALS REQUEST**

Section 1. (To be filled out by the person making the request)

Classification Review Committee action to be reviewed.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Section 2. (To be filled out by the Human Resources Office)

Received in the Human Resources Office by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

The Appeals Committee meeting is to be scheduled by \_\_\_\_\_ date.

Section 3.

Appeals Committee meeting date: \_\_\_\_\_

cc: Human Resources Office  
Classification Review Committee  
Classification Review Appeals Committee  
Initiator

**APPENDIX G**

**CLASSIFICATION REVIEW APPEALS COMMITTEE ACTION**

Section 1. (To be filled out by the Human Resources Office)

1. CRC action to be reviewed \_\_\_\_\_
2. Person making the request \_\_\_\_\_
3. Documentation attached: Official Job Description \_\_\_\_\_  
Previous Job Description \_\_\_\_\_  
Classification Review Request \_\_\_\_\_  
Classification Review Action \_\_\_\_\_
4. Appeals Committee Membership: Board \_\_\_\_\_  
MCCPAA \_\_\_\_\_

Section 2. (To be filled out by the Appeals Committee)

1. Meeting Dates \_\_\_\_\_
2. Employee interviewed on \_\_\_\_\_
3. Supervisor interviewed: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Others interviewed: \_\_\_\_\_  
\_\_\_\_\_
5. Recommendation on the Appeal (check one)  
Accept CRC action \_\_\_\_\_  
Reject CRC action \_\_\_\_\_  
No Agreement \_\_\_\_\_

6. Using the official job description and classification instrument, explain the reasons for this recommendation. Attach additional sheets, if necessary. In the case of no agreement, all sides must be documented.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Must be routed to the President's Office by \_\_\_\_\_ Date \_\_\_\_\_

Section 3. President's response to the Appeals Committee recommendation)

1. Accept \_\_\_\_\_

Reject \_\_\_\_\_

2. Reasons:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Must be routed to the Human Resources Office by \_\_\_\_\_ date.

cc: Human Resources Office  
Initiator  
Appeals Committee

**APPENDIX H**

**Notification of Intent to Initiate Disciplinary Procedures**

Employee's Name: \_\_\_\_\_

Department/Area: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Person Initiating the Procedure: \_\_\_\_\_

Alleged Breach of Professional Conduct:



**APPENDIX I**

**Request For Tuition Reimbursement**

Date Submitted: \_\_\_\_\_

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

<u>Courses Taken</u>	<u>Credit Received</u>	<u>Date</u>	<u>Grade</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Summary of Development Plan:

Approved Plan on file \_\_\_\_\_ Yes \_\_\_\_\_ No

_____	_____
Amount	Date
_____	_____
Signature	Date

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Dean Date

**APPENDIX J**

**PERPETUAL CALENDAR**

**WINTER BREAK PERPETUAL CALENDAR**

M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	
25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	(7)
24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	(7)
23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	(8)
22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	(8)
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	(7)
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	(7)
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	(7)

APPENDIX K

LOCAL 2102 UAW INTERNATIONAL  
UNIT SENIORITY LIST

<u>NAME</u>	<u>GRADE</u>	<u>BARGAINING UNIT SENIORITY DATE</u>
1. BILL ANGUS	1	12/30/68
2. JACK GREEN	1	08/24/70
3. ANGELA REEVES	1	12/15/83
4. LAURETTA MONTINI	2	12/20/83
5. LYNN THIGPEN	3	01/03/85
6. JOSEPH KING	2	06/10/85
7. MARK HOPE	3	07/19/85
8. LAURA GROVE	2	01/05/87
9. DOUG HOPPA	1	08/24/87
10. DELORES DEEN	2	09/29/87
11. FLOYD MCAFEE	1	01/01/88
12. DENISE HOOKS	2	01/04/88
13. GAIL GRAHAM	4	07/01/88
14. MARGARET BRAINARD	1	08/23/88
15. MARYLEA WEBSTER	2	03/05/89*
16. WANDA DOWDALL	4	11/07/89*
17. TIM HAYES	2	10/25/88
18. JAMES SMITH	3	11/28/88
19. RICHARD MYERS	3	12/07/88*
20. JOYCE TOET	1	01/03/89
21. KAYE WHITMAN	4	09/26/89
22. JERRY HARVEY	3	07/01/90
23. MARTHA LEWIS	4	09/25/90
24. GAIL IVES	3	01/26/93
25. EARNEST MYERS	1	11/19/93
26. ROBERT HYDUKE	1	11/30/94
27. CHARLES THIEL	1	12/20/94
28. MIKE BENNER	1	06/12/95
29. ROBERT HOWALD	1	06/21/95
30. CARLOS CISNEROS	1	06/27/95
31. PATRICIA BERGH	1	07/17/95
32. PATRICIA MARKOWICZ	1	07/31/95
33. KELLI MAEHRE	2	01/09/96
34. ASSOCIATE DEAN-GUID.	1	

\*DATES ADJUSTED DUE TO LAYOFFS

**APPENDIX L**

**TABLE OF LETTERS OF UNDERSTANDING**

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APPENDIX L-3 (LETTER OF AGREEMENT RE DOWDALL)	75

APPENDIX L-1

(ME, TOO)

**LETTER OF UNDERSTANDING**

The Employer, Charles Stewart Mott Community College, and the Union, UAW Local 2102, hereby agree that although the parties have agreed that the salary level of bargaining unit employees shall be increased 2.6% for the twelve-month period commencing July 1, 1995, that such wage increase shall not be less than the percentage wage increase agreed to by the Employer with any other organized bargaining unit at Mott College for the twelve-month period commencing July 1, 1995.

**EMPLOYER:**  
**MOTT COMMUNITY COLLEGE**

**UNION:**  
**UAW LOCAL 2102**

*Lenaor Crandy*  
By: \_\_\_\_\_

*Jayesh Patel*  
By: \_\_\_\_\_

Its: *Board's Chair*

Its: *Local President*

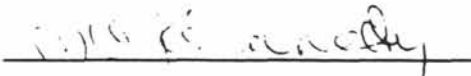
APPENDIX L-2

LONGEVITY/COLLABORATIVE BARGAINING

**LETTER OF AGREEMENT**

This Letter of Agreement is entered into between **Mott Community College** and the **Supervisory and Managerial Bargaining Unit**. The parties have an outstanding dispute with respect to the calculation of longevity for continuous teaching service. The issue involves whether an employee who teaches part-time continuously and then migrates or transitions directly into an S&M position would be given longevity credit for the continuous part-time teaching service. Notwithstanding the fact that the current Collective Bargaining Agreement calls only for a wage reopener during its current term, the parties agree to discuss and negotiate this topic through the collaborative bargaining process immediately upon completion of the collaborative bargaining training.

FOR THE COLLEGE:

  
\_\_\_\_\_  
2/19/96

FOR THE UNION:

  
\_\_\_\_\_  
3-19-96

APPENDIX L-3

LETTER OF AGREEMENT  
RE DOWDALL

FILE COPY

CONFIDENTIAL

LETTER OF AGREEMENT

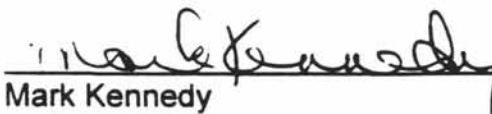
MEMO TO FILE  
SUBJECT: WANDA DOWDALL  
DATE: NOVEMBER 10, 1995

Joyce Toet, Mark Kennedy and Leatha Terwilliger met today to discuss Wanda Dowdall. As a part of the recent bargaining agreement between the S&M unit and the college, it was agreed that a position in the S&M unit would be created for Wanda. Leatha has created the outline or beginnings of a job description for this position (see attached). At this time, management is not prepared to finalize the entire job description because other staffing changes may cause you to rethink the "bundle" of duties to include in this job. In addition, as this is a new position, management would like to "test drive" the new job to see if additional changes need to be made to the job design. Since the job is not fully defined, we are unsure what grade it should be.

Because this position is involved in registration, Leatha is eager to have Wanda begin performing the new job/role as soon as possible. It was therefore agreed to place Wanda in the position at Grade 5. Once the job is finalized, it can be reviewed through the classification review committee if necessary to determine the correct classification. Wanda's position in Career and Job Placement would need to be filled following Wanda's transfer.

  
\_\_\_\_\_  
Joyce Toet

12-19-95  
Date

  
\_\_\_\_\_  
Mark Kennedy

1/4/96  
Date