

AGREEMENT BETWEEN

CHARLES STEWART MOTT COMMUNITY COLLEGE

-and-

INTERNATIONAL UNION, UAW AND ITS LOCAL 2102

SUPERVISORY AND MANAGERIAL UNIT

Effective April 27, 2009 to June 30, 2012

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This Agreement is made and entered into this 27th day of April, 2009 by and between Mott Community College (hereinafter referred to as the "Employer", "Management" or "College") 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 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 a week for at least thirty-nine (39) weeks per year in the Supervisory and Managerial Unit as listed in Appendix A, and all additions and deletions to such Unit during the term of this Agreement. Public Safety Supervisors who work forty (40) or more hours in a two (2) week period and meet the other requirements of this Section are included in the bargaining unit. The Union acknowledges the Employer's right to determine titles. The Employer will provide the Union with notice of title changes and additions and deletions to the Unit.

Section 2. Administrative Duties. Permanent Exempt management 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, either party may refer the matter to the Michigan Employment Relations Commission (MERC).

Section 3. New or Changed Classifications. The College will provide the Union with the job description of newly created Pro-Tech positions within five (5) working days of completion of the job evaluation process. 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.

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

Section 5. Part-time Employees. All regularly scheduled part-time employees working at least thirty-nine (39) weeks per year and twenty (20) or more hours per week are within the bargaining unit. The hours worked will be maintained on an annual basis and used to determine future eligibility for and/or the prorated share of benefits (See Article 19, Section 2 for a fuller discussion of benefit eligibility for part-time employees).

ARTICLE 2

JOB DESCRIPTIONS

Section 1. Each position within the bargaining unit shall have an official job description issued by the Employer. The official, signed job description will be housed in and electronically available through the Office of Human Resources.

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.

Section 4. Job Design and Job Descriptions. Job design (the determination of particular duties assigned to a job) and the preparation of job descriptions is a responsibility of management/supervisors. Prior to finalizing job design, the supervisor will consult with the employee and Union. A single job description may be prepared for a group of employees whose jobs are the same.

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

ARTICLE 3

JOB EVALUATION COMMITTEE

Section 1. Purpose. The College and the Union have created a Job Evaluation Committee (JEC), a joint labor/management committee, to determine the relative internal ranking or equity of jobs in the bargaining unit using a point factor methodology. The text in this Agreement describes the maintenance of the Job Evaluation system. The outcome of the JEC's work is the recommended assignment of a pay grade to a job, consistent with the range of points assigned to each pay grade as part of installation of the Job Evaluation system. The JEC does not address external equity. Because job evaluation is concerned with job content, it does not in any way address or take into consideration the job performance of individual employees. Similarly, the location of the job on the organization chart is not a valid factor for job evaluation.

Section 2. Ground Rules. The job evaluation process will be administered consistent with the ground rules found electronically on the HR website.

Section 3. Composition of Committee. Both Management and the Union will appoint three (3) members to the Job Evaluation Committee (JEC) which must operate under the Job Evaluation Ground Rules. The Union and College agree that committee members should serve for an extended period of time to provide continuity and stability to the job evaluation process.

Section 4. Responsibility of Committee. Members of the JEC are responsible for the consistent and objective application of the instrument to individual jobs; for analyzing and assessing information on job content and making consistent judgments in terms of applying the instrument to this information; for advocating and defending the processes utilized by the JEC to employees and management; and for conducting their business in accordance with the ground rules found electronically on the HR website.

Section 5. Instrument. The job evaluation instrument was developed jointly by the College and the Union and can only be modified by consensus of the JEC. The instrument is not available to persons other than the committee and Human Resources (HR) staff whose work assignments include job evaluation.

Section 6. Process.

- A. **Frequency of Review:** Any position which has been subject to review by the JEC 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. (See E below).

- B. **Initiation of Review:** Job Evaluation requests may be initiated in one of two ways:
1. The supervisor/management determines that the job content has changed and JEC review is appropriate.
 2. Either the employee, HR or the Union has reason to believe that the job has changed sufficiently to warrant review by the JEC. In this case, the matter is discussed with the supervisor by the party who believes the job has changed.
 - a) If the supervisor and his/her managers agree that the job duties have increased, the employee must perform the new duties for a period of ninety (90) calendar days prior to any further action being taken.
 - b) If the supervisor and employee cannot agree that the duties have been increased, the process ends here except that the employee may appeal the matter to higher management levels up to the VP (or to the College's Senior Human Resources Manager for departments without a VP).
 - c) In the event there is agreement that the duties have been reduced, the request may immediately proceed to the next step.
 3. The job evaluation request and questionnaire form may be found on the HR website.
- C. **Initial Processing of Request by HR:** Upon receipt of the request, HR will notify the Union and the employee by email that the request has been received and will inform the Union and the employee of the deadline for submitting comments if they have not previously been involved in discussions with the supervisor about the changes. The HR Office will review the initial submission to ensure that it is complete. HR may consult with the supervisor and/or employee to obtain additional or clarifying information and will conduct an initial evaluation.
- D. **JEC Review:** The JEC materials will be distributed to the Committee prior to the next regularly scheduled monthly meeting. Special meetings may be called as needed.

- E. **Review by College President:** The recommendation of grade assignment made by the JEC will be reported to the College President within ten (10) working days of the recommendation. All parties involved in the review shall receive formal notification of the President's decision from the Office of Human Resources within ten (10) working days following notification of the President's decision. If the President does not approve the recommendation made by the JEC, a written rationale for that decision will be provided. If the President's decision results in a grade placement lower than the Committee's decision, the incumbent employee will remain in the grade they were in prior to the job evaluation request, unless the President's decision is higher than the current placement, in which case the President's decision stands.

The decision of the President is final and cannot be grieved. However, the employee may request a meeting to be held within thirty (30) days of receipt of the President's decision to discuss the rationale for the denial. The employee's request must be submitted to the HR office. Attendees shall include the President, the employee, and at least one of the following: a Union representative, an HR representative, a representative of the JEC.

- F. **Lack of Committee Consensus:** If a consensus on factor evaluation is not reached by the JEC and a grade assignment cannot be made, then the preliminary or revised grade placement made by HR will be sent forward for review by the President as described in E above. The JEC can choose to meet and seek consensus on the disputed factor(s) of the position at a future meeting and, if warranted, the new grade placement will be sent forward for review by the President. It is recognized that there may be cases where the lack of consensus on an individual factor(s) is not an impediment to determining the grade.
- G. **Additional Information:** During the review of job content by the JEC, HR staff may be requested by the Committee to obtain additional information to ensure that the committee can perform its role.

Section 7. Pay Adjustments.

- A. In the event the revised duties result in an increase in the employee's grade and pay, the employee will be paid the higher salary retroactive to the first day of the new assignment. When a request for reclassification is made later than six (6) months after the documented start date of the new duties, retroactive pay will be provided only for ninety (90) calendar days unless the CMC finds extenuating circumstances, in which case retroactive pay may be made for up to a year.
- B. In the event the change in duties results in the employee being reclassified downward, their current rate of pay will be red circled and they will not be eligible for any base pay increase of any sort until the pay range to which their job has been assigned "catches up with" their red circled pay rate. The red circled date will be the date of the President's decision.

Section 8. Confidentiality. The proceedings of the JEC are confidential. Upon

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

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 unit members 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, duplicating equipment, 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, email system and other communication methods 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. The Employer's obligation to provide information is limited to providing the Union with the documents and reports the Employer ordinarily and regularly produces; the Employer is not required to compile or generate reports for the Union under any of the terms of this Agreement, although the Employer is obligated to extract fields of data from existing electronic files. 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, gender, handicap, sexual orientation 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 (1) 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 that has the potential to negatively or adversely affect the employee 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. Dues Deduction Form. Any such employee may sign and deliver to the Payroll Office a form authorizing the deduction of said dues or representation fee, as the case may be. All such authorizations 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 form to the Payroll 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. Part-time employees covered by this Agreement shall be subject to Section 1 above and such dues or fees will be established on a prorated 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 written charges and request for termination, shall, within ten (10) working days, terminate the employee who has failed to pay dues as required by this Article. 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 with a copy of the signed acceptance letter (including address) for new hires in the bargaining unit within one (1) week of receipt.

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) calendar 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) calendar 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. 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. All newly hired unit members shall be required to serve a probationary period of one (1) year which may be extended by mutual written agreement between the Union and Employer provided such written agreement is executed prior to the end of the original or extended probationary period. 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, full-time employees shall acquire bargaining unit seniority from the date of hire; part-time employees 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 current seniority list shall be provided electronically to all bargaining unit members each year during the month of October by posting to the web and shall reflect the status as of October 1. Employees seeking a correction in their seniority date(s) shall institute said request by providing written documentation to the Office of Human Resources and the Union President within thirty (30) calendar days of the publication of the list. Inadvertent errors or omissions may be corrected with the approval of CMC after this thirty (30) calendar day period.

Section 6. Classification of Part-time Positions. Grade placement of part-time positions will be established using the job evaluation process contained in Article 3 of this Agreement. 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 and all other rights under this Agreement 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) or more continuous working days, without prior approval from his/her immediate supervisor. In this event, the employee will be considered to have voluntarily quit employment. The employee may appeal in writing, within five days of the resignation date, to the Senior Human Resources Manager of the College for reinstatement due to extenuating circumstances. The College's decision regarding reinstatement is not subject to the grievance process;
- 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 lay off 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 (2) or more bargaining unit positions combined into one position. All consolidated positions shall be filled from within the bargaining unit provided there are unit members who possess the 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. When multiple employees on the recall list are qualified for a newly consolidated position, the employee with the most bargaining unit seniority will first be offered recall.

Section 2. 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 3. 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 the Office of Human Resources by certified mail, return receipt, at their last known address.

Section 4. 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 thirty-six (36) months 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 5. **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 6. **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 7. **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) months 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. **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. **Regular Vacancies.** 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 Office of Human Resources and other appropriate locations. No such vacancy shall be filled, except on a temporary basis, until it has been advertised for at least ten (10) working days. Vacancies may be filled on a temporary basis in accordance with Article 12, Section 4(D) or at the Employer's discretion using current bargaining unit members.
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.
4. Appropriate College Management 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 Employer will select one (1) or more current unit member(s) whose position(s) interact(s) with the duties of the vacant position to serve on the Interview Committee for the vacancy.

Section 3. Induction Process.

- A. All interviewed applicants from within the College shall be notified by the Office of Human Resources or the immediate supervisor concerning the decision relating to his/her application prior to the publication of the name of the successful applicant.
- B. Any individual appointed to a vacant bargaining unit position shall make application for membership in the Union within thirty (30) calendar days.

Section 4. Specific Policies.

- A. No decrease in salary, seniority or fringe benefits will result from a lateral transfer.
- B. **Pay Change Upon Promotion or Reclassification.** An Employee who is promoted within the bargaining unit or whose position is reclassified upward will be placed on the lowest step in the new range which provides them a minimum of seven (7) percent increase, except that an employee will not be paid in excess of the top of the new pay grade.

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

- C. Changes in salary and fringe benefits resulting from changes in assignment shall begin on the effective date of the new assignment.
- D. **Non-Unit Temporary Employees.** Temporary employees from outside the bargaining unit may be used to fill vacant unit positions or temporary positions. Temporary employees fill needs such as those occasioned by conditions that may create short term staffing needs. The duration of the temporary appointment will be time specific and normally should not exceed one year. Management will inform CMC of the anticipated duration of a temporary appointment prior to filling the position. All extensions of the original appointment must have CMC concurrence.

ARTICLE 13

STATE AND FEDERAL LAWS AND REGULATIONS

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

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 review the settlement prior to finalization.

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 and the proposed remedy.

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, and evidence of mutual agreement may be by signed agreement, email correspondence or CMC meeting notes.

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 a 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 Union. The written rationale shall include the following information:

1. participants present.
2. issue resolved.
3. relevant articles of the contract.
4. discussion of the facts presented.
5. decision.

If the grievance is unresolved, a copy of the written response shall be forwarded to the Senior Human Resources Manager of the College for inclusion into the grievance file. If the supervisor is not going to hear the grievance, he/she will provide written notice to the Union.

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 Union's request for an appeal hearing. It is the responsibility of the College representative hearing the appeal to ensure that due process is followed:

1. documentary exhibits may be presented.
2. witnesses may be examined.
3. each party is afforded the opportunity for opening and closing statements.

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

1. a discussion of the evidence presented.
2. 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) calendar 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 selection procedures of the American Arbitration Association will be utilized in the event the Employer and Union cannot mutually agree on an arbitrator.

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 may 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:

- A. 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
- B. 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. 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. Both the Union and the College will provide one another with any relevant information in its possession necessary for the processing of any grievance. Such relevant information is to be provided after a written request which itemizes the information and explains the relevancy. All documents produced 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 in writing, to include the date and description of the alleged offense.

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 in writing, 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. Work Hours Expectation. Employees in the bargaining unit are exempt from federal and state overtime laws. Given the supervisory/managerial nature of their work, employees in the unit will, of necessity, somewhat regularly work a few hours in excess of the normal schedule of eight (8) in a day or forty (40) per week. Work demands may require employees to work considerably in excess of forty (40) hours in a week for periods of up to several weeks. Despite the expectation and need to work hours in excess of eight (8) in a day or forty (40) in a week, it is not the expectation or culture of the organization to expect employees to work excessive hours to the extent that it negatively impacts the employee's family life or personal life activities.

Given the exemption from FLSA, employees in this unit are not required to charge accumulated leave banks for occasional flexing of hours which other non-exempt, non-similarly situated employees would be required to charge. Employees are expected, however, to satisfy their supervisor's expectation with respect to notice and approval of time off, including but not limited to the occasional flexing of hours and to ensure that his/her department/area work needs are covered appropriately.

In the event an employee believes his/her supervisor is requiring hours beyond the parameters noted above, he/she should promptly raise this as an issue of concern with his/her supervisor's supervisor.

Exempt managers may determine that a position in the unit routinely and regularly requires hours in excess of the performance standard described above. If such is the case, this expectation will be documented in the job description and the employee will be paid additional compensation in the form of straight time for all documented and approved hours worked in excess of eighty (80) in a bi-weekly pay period.

Section 5. Emergency Call-In. 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.

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. 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.

ARTICLE 19

COMPENSATION AND EMPLOYEE BENEFITS

Section 1. Full-time employees shall be entitled to all of the benefits provided under the terms of this Agreement.

Section 2. Part-time employees covered by this Agreement (Including Public Safety Supervisors as defined in Article 1, Section 1) shall receive proportional benefits based on their Benefit Eligibility Factor (BEF), which is determined by using one of the following calculations:

A. **Benefit Eligibility Factor as of the Effective Date of Part-time Employment.**

Because the part-time employee has not yet worked, the initial benefit eligibility factor is an estimate. This is determined by multiplying the number of hours per week the employee is scheduled to work by the number of weeks scheduled to work, and dividing the total by 2080 (the total number of hours a full-time employee works). This estimated benefit eligibility factor will continue to be used until the part-time employee has worked a full fiscal year.

EXAMPLE A: You are hired as a part-time employee on January 4, 2009. Your supervisor anticipates that you will work thirty (30) hours per week, forty-two (42) weeks per year, for an estimated total of 1260 hours per year. The benefit eligibility factor is determined by dividing 1260 by 2080. Your benefit eligibility factor beginning on your hire date through June 30, 2010 is 0.60.

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

EXAMPLE B: As a part-time employee, you worked a total of 1352 hours between July 1, 2009 and June 30, 2010. The benefit eligibility factor is determined by dividing 1352 by 2080. Your benefit eligibility factor for the fiscal year beginning July 1, 2010 is 0.65.

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. Requests for mileage reimbursement shall be made in accordance with College procedures.

Section 5. Educational Grant Waiver. In the absence of a state directive or prohibitive legislation, the Employer will provide an educational grant fund. The grant will be limited to an amount equivalent to tuition and related service fees for Mott College credit and non-credit courses for full-time employees and their eligible dependents (See Section 4H below). Part-time employees shall receive the same benefit as full-time employees, except the amount of coverage will be prorated based on their benefit eligibility factor.

- A. **Related Service Fees.** The educational grant does not cover the cost of books or materials. A comprehensive list of service fees that are covered by the grant can be obtained from the Accounting Office or can be accessed through both the Accounting and Human Resources websites.
- B. **Verification of Status.** In order to provide verification of employee and dependency status (for purposes of State of Michigan audit and college record keeping) the employee shall process the grant through the Office of Human Resources by completing an Educational Grant Waiver & Information form.
- C. **Changes in Employee Status.** Eligibility for tuition waiver is based on the employee's status at the time he/she enrolls in a class or course.

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

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

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

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

- F. 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.

- G. Eligible Dependents. An eligible dependent includes an employee's spouse while not divorced or legally separated from the employee and/or each of the employee's unmarried children (up to age 25) who is a dependent within the meaning of the Internal Revenue Code of the United States.

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.

Section 8. Reimbursable Expenses. S&M employees will be reimbursed for business-related expenses, provided budgeted funds are available. Reimbursement is provided to support College operations and activities and to support the leadership roles expected of S&M employees. Employees and managers are responsible for anticipating and budgeting for the expense categories and examples noted below. Each purchase must be supported by receipts or the use of a purchase order and processed for payment in accordance with College and Departmental procedures.

- A. Promotional and Public Relations. Examples include meal expenses incurred in conjunction with necessary business meetings; sympathy flowers not to exceed thirty-five (\$35.00) dollars and only when the flowers are identified as being given on behalf of the department or division (the donation **cannot** be given in the name of or on behalf of Mott College as an entity); promotional items such as ads, gifts for school projects and small promotional “give-aways” such as key chains, bookmarks, etc. (NOTE: All ads must be approved by College Relations).
- B. Specialty needs such as note cards.
- C. Dues when paid on behalf of the College or department or division (i.e., institutional memberships only).
- D. Internally or externally catered food.
- E. Office Supplies including those consumed at home while working on College business.

Section 9. Wages During Term of Agreement

- A. A lump sum payment equal to 3.25% of base pay in effect on the day prior to ratification by the Board of Trustees will be made to each bargaining unit member on the payroll as of the date of Board of Trustee ratification for the 08-09 fiscal year (FY). The benefit eligibility factor will be utilized in determining base pay for less than full time employees. Such payments will be made no later than thirty (30) calendar days following Board of Trustee approval of the tentative agreement.

Employees may receive a lump sum payment from a different bargaining unit for FY 08-09. In the event of such eligibility for duplicate payments, the gross payment due under this Agreement will be reduced by the amount received or due from the other bargaining unit.

- B. Effective on the day after ratification by the Board of Trustees, the salary scale will be increased by one (1%) percent and the longevity scheduled will be adjusted as shown in Section 2 of Article 24 in recognition of modification of the overtime and comp time language in the collective bargaining agreement (CBA) (Section 4 of Article 18).

- C. Within thirty (30) calendar days of ratification of the Agreement by the Board, the ORP contribution rate of legacy employees will be reduced to 13.54% of salary, the same rate as all other legacy employees. Legacy employees in this unit whose ORP contribution rate has been reduced will be paid, as a stipend, the difference between the current contribution rate of 20.08% and the new rate of 13.54%, which they may tax shelter using either or both of the deferred compensation programs offered by the Employer.
- D. Effective 7/1/09, the salary scale will be increased by 1.89% composed of health savings from implementation of CBT effective 7/1/09 with \$5/\$15 drug co-pay (generates 1.79%) and projected increase in revenue in earlier long-term forecast (generates 0.1%)
- E. Effective 7/1/10, the salary scale will be increased by 1.71% generated by CBT savings of 1.21% from \$10/\$20 drug co-pay and employee contribution to premium plus 0.5% projected increase in revenue in earlier long term forecast.
- F. Effective 7/1/11, the salary scale will be increased 1.3%.
- G. A proportional allocation of half of funds unspent in the General Fund (GF) contingency (account number 01-20020-25711) at fiscal year end will be distributed to the unit. The proportional allocation to the unit will be determined in relationship to total compensation. For example, if the S&M GF total compensation is eight (8%) percent of GF total compensation, then eight (8%) percent of half (1/2) of the unspent contingency will be made available to the unit for distribution to employees. The first payment, if any, will be made for the fiscal year ending June 30, 2009. Notice of the availability of funds will be provided to the Union no later than November 30. The Union will determine how the funds are allocated to individual employees but payments will only be made to individuals in the unit and active on the payroll as of December 1. Payments of less than forty (\$40) dollars per employee will not be distributed.

Section 10. Relocation. The College may, at its sole discretion, provide relocation benefits to new employees in the unit when Management determines that such benefit is necessary in attracting competitive candidates. Relocation benefits will not exceed four (4%) percent of the employee's base pay at time of hire. The relocation benefit may cover costs such as packing and movement of household goods (clothing, dishes, furniture, appliances, etc.), temporary storage of household goods; transportation costs for family and pets; and interim living expenses. As the provisions of this section are at management's discretion, action taken by Management in administering this provision may not be grieved.

Section 11. If facts indicate the Union has been treated inequitably on total compensation, it will be processed in CMC.

ARTICLE 20

SICK AND EMERGENCY LEAVE

Section 1. Annual Credit. Sick and emergency leave shall be credited annually to each unit member as follows:

- A. Twelve (12) days for employees working at least forty-eight (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 prorated amount of sick and emergency leave time calculated by using their Benefit Eligibility Factor (See Article 19, Section 2).

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. The appropriate 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 of 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) to be used for matters which cannot be scheduled outside of regular hours, shall be granted annually to full-time employees. Part-time employees covered by this Agreement shall receive a prorated amount of personal business days calculated by using their Benefit Eligibility Factor (BEF) (See Article 19, Section 2).
- 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 (1/2) 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.
- D. In the event of death, an employee's personal business hours shall be converted to sick and emergency leave. These converted sick and emergency hours may be eligible for payment (See Article 22, Section 3, titled "Death").

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 re-certifications 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 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 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 (\$6,000.00) Dollars will be budgeted for professional development. The details of program administration will be determined by the Union. The Union will notify the HR Office of the person authorized to approve expenses.

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 (1) 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. 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 | *Christmas Day |
| Labor Day | *New Years Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Memorial Day |

*[Refer to perpetual calendar in Appendix E]

Section 20. Vacation.

- A. Full-time employees earn 1-2/3 days per month.
- B. Part-time employees earn prorated vacation calculated by using their Benefit Eligibility Factor (BEF) (See Article 19, Section 2)

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 (1) 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. Working on a Scheduled Holiday. In the event an employee is required or scheduled to work on a holiday listed in this contract (including the winter break defined in the perpetual calendar), or arranges through their supervisor to work on a listed holiday, the following rules apply:

- A. If an employee is scheduled to work:
 - 1. And does work, they are paid for the hours they work and get an equal number of vacation hours.
 - 2. If requested, and have approved sick, vacation or personal business, they can use these banks to receive pay for the hours they would have worked. No other compensation is paid, however (vacation time is earned for actually working).
- B. If not scheduled to work, employees don't get paid and don't get vacation time.

If an employee is not scheduled to work but subsequently is required to work, they are treated the same as A1 above.

ARTICLE 22

PAYMENT UPON RESIGNATION, DISCHARGE, RETIREMENT OR DEATH

Section 1. Resignation or Discharge.

- A. **Resignation.** All unit members shall give written notice to their Supervisor and Human Resources of their intention to resign at least fourteen (14) calendar days prior to effective date thereof, so the position can be appropriately placed on the Anticipated Vacancies Report and to allow for a determination of whether to fill the position. Resigning unit members who are not eligible for regular retirement (see Section 4 below for retirement rules) will receive payment for unused vacation (Article 21, Section 24) time at their regular rate of pay. If less than fourteen (14) calendar days notice is provided, pay for all unused vacation days is forfeited. Effective the date of resignation, all other rights and benefits of employment cease, including the application of the terms of this Agreement, unless otherwise required by law or offered by a provision of the insurance carrier's policy (Article 19, Section 2).
- B. **Discharged Employees.** Unit members who are discharged from the College for reasons other than gross misconduct will receive payment for unused vacation time at their regular rate of pay (Article 21, Section 24). Effective the date of termination, all other rights and benefits of employment cease, including the application of the terms of this Agreement, unless otherwise required by law or offered by a provision of the insurance carrier's policy (Article 19, Section 2).

Section 2. Retirement. All unit members shall give written notice to their Supervisor and Human Resources of their intention to retire at least thirty (30) calendar days prior to effective date thereof, so the position can be appropriately placed on the Anticipated Vacancies Report and to allow for a determination of whether to fill the position. In addition to the payment for unused vacation as provided in Section 1 above, an employee will be eligible for the benefits below if he/she has satisfied the criteria for regular retirement (see Section 4 below) under the plan in which he/she is enrolled. If less than thirty (30) calendar days notice is provided, pay for all unused vacation days is forfeited. Effective the date of retirement, all other rights and benefits of employment cease, including the application of the terms of this Agreement, unless otherwise required by law or offered by a provision of the insurance carrier's policy (Article 19, Section 2) or explicitly stated in this Agreement or in the College's Board Policy.

A. **Terminal Leave Payment.**

1. **One Hundred Twenty-five (\$125.00) Dollars.** A terminal leave payment of one hundred twenty-five (\$125.00) dollars per year of service to the College will be paid upon retirement thereafter to:
 - 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.
2. **One Hundred Fifty (\$150.00) Dollars.** A terminal leave payment of one hundred fifty (\$150.00) dollars per year of 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.
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.
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.
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 retirement after he/she attains age 56 or 57.

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 to:

- a) Any staff member who has ten (10) years of service to the College and who retires after he/she attains age of 55.
- b) Any staff member who has ten (10) years of service to the College and twenty-five (25) years of created 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.

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

B. **Retirement Health Care Benefits.** Health insurance as set forth in Article 23 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.

C. **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 (Article 20, Section 4).

D. **Part-time Employees.** Part-time employees with at least ten (10) years service based on hours worked shall have their terminal leave benefits determined using institutional seniority and are eligible for payment of accumulated sick and emergency leave up to a maximum of thirty (30) days as provided in Section 2(C) above.

E. **Payment Schedule Request.** Requests by unit members for divided retirement payments, which may include terminal leave and leave bank payouts as provided in sections 1(A), 2(A) and 2(C) above, are to be mutually agreed upon with a maximum of five (5) payments.

Section 3. Death. If an employee dies while employed by the College and is eligible for regular retirement (see Section 4 below), his/her beneficiary shall be entitled to the life insurance benefit illustrated in Article 23, Section 1; payment for unused vacation; and the benefits described in Section 2 above, which may include converted personal business leave (see Article 21, Section 4[D]). The service credit payments and unused sick and emergency leave will be paid using the same schedule in Section 2 above, provided the employee was eligible for regular retirement under the plan he/she was enrolled in at the time of his/her death.

If an employee dies while employed by the College and is not eligible for regular retirement (see Section 4 below), his/her beneficiary shall be entitled only to the life insurance benefit illustrated in Article 23, Section 1 and the benefits in Section 1(A) above, titled “Resignation.”

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

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

Section 4. Eligibility for Regular Retirement. The table below illustrates the eligibility rules for regular retirement under MPSERS or the ORP (subject to specific terms of plan in which an employee is enrolled).

MPSERS Basic Employees	MPSERS MIP Employees	ORP Employees
At least age 60 with at least 10 years of full-time equated service credit.	At least age 60 with at least 5 years of full-time equated service credit.	At least age 55 with at least 10 years of full-time equated service to the College.
At least age 55 with at least 30 years of full-time equated service credit.	Any age with at least 30 years of full-time equated service credit.	

Section 5. Employer Provided Retiree Benefits. Unit members who retire from the College after the equivalent of ten (10) years of continuous full-time service and who meet the requirements for a regular or deferred retirement as outlined by MPSERS (including employees in the Optional Retirement System) shall receive the following employer provided benefits: use of the faculty/staff parking ramp, free course tuition for credit and non-credit courses at the College (with provision for reimbursement identical to active employees), use of the Mott Library and inclusion on mailing lists related to activities at the College if requested by the retiree. Dependents (as defined by the Internal Revenue Service) of employees who satisfy the requirements of retirement are also eligible for free course tuition for credit and non-credit courses at the College (with provision for reimbursement identical to active employees). Any balance due to the College for failure to satisfy the requirements of the grant will be pursued through the College’s normal accounts receivable and collections process.

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).

The Employer will make available optional life insurance coverage at the employee's 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 a portion of the premium for the staff member's hospitalization and medical insurance as described in Appendices C and D for any employee organization insurance or program equivalent thereto approved by the Employer.

The Employer will not change medical plan coverage during the term of the agreement unless the Union and College mutually agree. The Union and the College recognize that changes in the plan document may be mandated by external governmental entities.

Consistent with state and federal laws, particularly HIPAA, the College will not have access to individual medical records of employees through its hospitalization and medical insurance programs although it will have access to aggregate or consolidated data. Violations of this provision of this Agreement must be processed under HIPAA's procedures and are not subject to the grievance process.

Section 3. Health Insurance Task Force: The College will assemble a task force of two (2) representatives from each employee group participating in the CBT health insurance program. The task force's charge will include but not be limited to:

1. Identifying additional cost saving improvements and plan features for possible approval by the individual groups.
2. Overseeing CBT's adherence to the plan document.
3. Planning and promoting various educational and wellness activities to support the goal of helping employees improve their health; thereby resulting in a reduction in the rate of health insurance increases over time.

Section 4. Cash in Lieu of Health Insurance: Only full-time bargaining unit members eligible to receive health insurance benefits fully paid for by the College may elect to waive health insurance coverage and receive three-hundred (\$300) dollars per month for every month they are considered eligible. The three-hundred (\$300) dollars per month payment is taxable income. The employee may elect to apply the payment toward a tax-sheltered annuity. To be eligible for the cash payment, employees must sign a document stating that they have other health insurance coverage and indemnifying the College from any liability in connection with medical costs.

Section 5. Layoff/Workers' Compensation. The medical insurance programs as described in Section 2 above shall be paid for each employee and his/her family, on Workers Compensation up to a maximum of six (6) months from the date said employee began receiving Workers' Compensation payments. The 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 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. Employer Provided Benefits. Full-time bargaining unit members who are unable to work due to disability or illness and who have been on an extended medical leave for a minimum of three years are entitled to use the faculty/staff parking ramp, free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees), use of the Mott College Library and inclusion on mailing lists related to activities at the College if requested by the employee.

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

Section 9. Dental Insurance. The College provides dental coverage for regularly assigned full-time employees and their eligible dependents (See Article 19, Section H). The

dental plan provides 100% coverage for preventative services and 80% coverage for specified services, up to a maximum of \$1,000 per calendar year per person, with the exception of orthodontic services which is a lifetime maximum of \$1,300 for covered individuals up to age 19.

Part-time staff members who elect coverage must pay a prorated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The part-time member's portion of the premium will be adjusted at the beginning of each fiscal year if the Benefit Eligibility Factor (BEF) changes, and/or when the premium rate changes for the rest of the bargaining unit. (See Section 1 of Article 19 for Benefit Eligibility Factor [BEF] calculation rules.)

Section 10. 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 11. Vision Insurance. The College provides vision coverage for regularly assigned full-time employees and their eligible dependents (See Article 19, Section H). The College's Vision Reimbursement Plan (VRP) provides reimbursement for exam, lenses, frames or contacts up to a specified amount per eligible participant. The vision benefit plan year is January 1 through December 31. Participating employees and their eligible dependents are eligible for annual reimbursement up to the maximum for each category (e.g., lenses, exams).

Part-time staff members who elect coverage must pay a prorated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The part-time member's portion of the premium will be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes, and/or when the premium rate changes for the rest of the bargaining unit. (See Section 1 of Article 19 for benefit eligibility factor calculation rules.)

Section 12. Part-time Employees. Part-time employees' share of cost of benefits shall be payroll deducted by submitting a signed Benefit Election Form to the Office of Human Resources. All such assignments shall remain in effect until the benefit is discontinued by the part-time employee or the College.

Section 13. Flexible Spending Accounts. All bargaining unit members are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account allows for use of pretax dollars up to three Thousand (\$3,000) Dollars annually to pay for health expenses not covered by insurance, as defined by the IRS. The Dependent Care Spending Account allows for use of pretax dollars up to Five Thousand (\$5,000) Dollars annually to pay for dependent care expenses. Unspent funds are forfeited by employees in their individual flexible spending accounts at year end and will be utilized by the College to offset benefit costs in the subsequent year.

Section 14. Supplemental Insurances

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

ARTICLE 24

WAGES

Section 1. 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.

Section 2. **Longevity.**

- A. Each full-time employee covered under this Agreement shall receive a longevity payment as follows:
1. After ten (10) years of continuous service to the College, a lump sum payment of Five Hundred (\$500) Dollars annually.
 2. After fifteen (15) years of continuous service to the College, a lump sum payment of Six Hundred (\$600) Dollars annually.
 3. After twenty (20) years of continuous service to the College, a lump sum payment of Seven Hundred (\$700) Dollars 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 eight (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 prorated 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.

ARTICLE 25

TERMINATION AND MODIFICATION

Section 1. Unless otherwise provided herein, this Agreement shall become effective on April 27, 2009, and shall remain in full force and effect until June 30, 2012.

Section 2. **Term of Agreement and Reopener.** This Agreement shall not be effective until ratified by the Board and the Union and upon ratification shall remain in full force and effect without change, addition or amendment from April 27, 2009 through June 30, 2012; unless modified in writing by the parties. 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.

At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one or more years.

Notice of intention to reopen this Agreement shall be given in writing by the party desiring to reopen the Agreement on or before May 15, 2012 or May 15 of a subsequent year if the contract is extended, and negotiations shall commence as soon thereafter as shall be feasible.

Section 3. 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 4. 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 21st day of September, 2009.

FOR THE EMPLOYER:

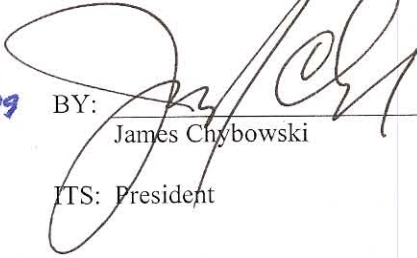
CHARLES STEWART MOTT
COMMUNITY COLLEGE

BY:  9/21/09
M. Richard Shaink Date

ITS: President

FOR THE UNION:

THE INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, LOCAL 2102

BY:  9-21-09
James Chybowski Date

ITS: President

APPENDIX A

JOB TITLES

Effective September 21, 2009

Titles sorted by pay grade can be found at: http://www.mcc.edu/hr_protected/pdf/S&M_Titles.pdf

Position Title	Grade
Dean - Business	8 *
Dean - Fine Arts	8 *
Dean - Health Sciences	8 *
Dean - Humanities	8 *
Dean - Science & Math	8 *
Dean - Social Science	8 *
Dean - Technology	8 *
Executive Dean - Workforce & Career Development	8 **
Director - Computing & Network Services	7
Director - Enterprise Architecture	7
Director - Institutional Research	7
Director - Learning Center & DisAbility Services	7
Director - Library Services	7 *
Executive Director - Marketing and Public Relations	7
Director - Athletics	6
Director - Registration and Cashiers	5
Director - Student Services Communications	5
Director - Upward Bound	5
Manager - Career & Technical Education Grant	5
Manager - eLearning, Faculty Support & Web Services	5
Manager - Staff/Faculty ITS Support Services	5
Supervisor - Custodial Operations	5
Supervisor - Grounds & Maintenance Operations	5
Supervisor - Purchasing & Risk Management	5
Director - Tech Prep / School to Career Programs	4
Supervisor - Public Safety	4
Site Manager	3 *

** Placed in grade by letter of Agreement dated 12/21/07 rather than by job evaluation*

***Placed in grade by mutual agreement rather than by job evaluation*

Ungraded

Site Director - Early Childhood Learning Center

Grade to be Determined

Director - Corporate Services/Site Manager- SLBC

Executive Director - Student Financial Services & Registrar

Manager - Educational Media Services

Manager - Systems Initiatives

Supervisor - Auxiliary Services

APPENDIX B

Supervisory & Managerial Salary Schedule

Fiscal Year 2008-09

Grade	3	4	5	6	7	8
Step						
0	\$42,374	\$46,976	\$53,858	\$60,733	\$65,322	\$69,895
1	\$44,112	\$48,907	\$56,066	\$63,231	\$68,007	\$72,768
2	\$45,856	\$50,838	\$58,284	\$65,726	\$70,695	\$75,644
3	\$47,593	\$52,766	\$60,496	\$68,224	\$73,377	\$78,513
4	\$49,335	\$54,697	\$62,709	\$70,718	\$76,063	\$81,388
5	\$51,079	\$56,629	\$64,923	\$73,216	\$78,748	\$84,260
6	\$52,818	\$58,560	\$67,137	\$75,710	\$81,433	\$87,134
7	\$54,562	\$60,491	\$69,350	\$78,207	\$84,118	\$90,006
8	\$56,302	\$62,422	\$71,564	\$80,704	\$86,800	\$92,876
9	\$58,006	\$64,352	\$73,778	\$83,201	\$89,485	\$95,749

**Effective on the day after ratification by the Board of Trustees (4/28/09),*

1% increase over 2007-2008 Salary Schedule

Supervisory & Managerial Salary Schedule

Fiscal Year 2009-10

Grade	3	4	5	6	7	8
Step						
0	\$43,174	\$47,864	\$54,876	\$61,881	\$66,557	\$71,216
1	\$44,946	\$49,832	\$57,126	\$64,426	\$69,293	\$74,143
2	\$46,723	\$51,799	\$59,386	\$66,968	\$72,031	\$77,074
3	\$48,492	\$53,764	\$61,640	\$69,513	\$74,764	\$79,997
4	\$50,268	\$55,731	\$63,894	\$72,055	\$77,501	\$82,926
5	\$52,045	\$57,700	\$66,150	\$74,600	\$80,236	\$85,853
6	\$53,817	\$59,667	\$68,405	\$77,141	\$82,972	\$88,781
7	\$55,594	\$61,635	\$70,661	\$79,685	\$85,707	\$91,707
8	\$57,367	\$63,602	\$72,917	\$82,229	\$88,440	\$94,631
9	\$59,103	\$65,568	\$75,172	\$84,774	\$91,176	\$97,558

**1.89% increase over 2008-09 Salary Schedule*

Supervisory & Managerial Salary Schedule

Fiscal Year 2010-11

Grade	3	4	5	6	7	8
Step						
0	\$43,913	\$48,683	\$55,814	\$62,939	\$67,695	\$72,434
1	\$45,715	\$50,684	\$58,103	\$65,527	\$70,478	\$75,411
2	\$47,522	\$52,685	\$60,401	\$68,113	\$73,263	\$78,392
3	\$49,321	\$54,683	\$62,694	\$70,702	\$76,042	\$81,365
4	\$51,127	\$56,684	\$64,987	\$73,287	\$78,826	\$84,344
5	\$52,935	\$58,686	\$67,281	\$75,876	\$81,608	\$87,321
6	\$54,737	\$60,688	\$69,575	\$78,460	\$84,391	\$90,299
7	\$56,544	\$62,689	\$71,869	\$81,048	\$87,173	\$93,275
8	\$58,348	\$64,690	\$74,164	\$83,635	\$89,953	\$96,249
9	\$60,113	\$66,689	\$76,458	\$86,224	\$92,735	\$99,227

**1.71% increase over 2009-10 Salary Schedule*

Supervisory & Managerial Salary Schedule

Fiscal Year 2011-12

Grade	3	4	5	6	7	8
Step						
0	\$44,484	\$49,315	\$56,540	\$63,757	\$68,575	\$73,375
1	\$46,309	\$51,343	\$58,858	\$66,379	\$71,394	\$76,391
2	\$48,140	\$53,370	\$61,186	\$68,999	\$74,215	\$79,411
3	\$49,963	\$55,394	\$63,509	\$71,621	\$77,031	\$82,423
4	\$51,792	\$57,421	\$65,832	\$74,240	\$79,851	\$85,440
5	\$53,623	\$59,449	\$68,156	\$76,862	\$82,669	\$88,456
6	\$55,448	\$61,476	\$70,480	\$79,480	\$85,488	\$91,473
7	\$57,279	\$63,503	\$72,804	\$82,101	\$88,306	\$94,488
8	\$59,106	\$65,531	\$75,128	\$84,722	\$91,122	\$97,501
9	\$60,895	\$67,556	\$77,452	\$87,345	\$93,941	\$100,516

**1.3% increase over 2010-11 Salary Schedule*

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 Board may place a new hire by giving them one (1) year experience on the scale for each two (2) years. (Example: New hire has six years experience elsewhere, Board may place hire 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.

APPENDIX C
SUPERVISORY & MANAGERIAL
FULL-TIME EMPLOYEES
BENEFITS SUMMARY
June 2009

Supervisory & Managerial employees receive a comprehensive benefits package consistent with the terms of the labor agreement. The following summarizes all of the benefits provided S&M employees, except those benefits that are mandated by law. In the event there is a conflict between this summary and the insurance plan or document itself, the contents of the plan/document shall prevail.

Only those items with specific references to the collective bargaining agreement are an integral part of the CBA. Otherwise, the text below is informational in nature.

PAID TIME OFF

Calculation of Leave Banks

During the first fiscal year of employment (if the employee does not begin work on July 1), the employee will receive a prorated number of vacation, sick, and personal days. Furthermore, credit will be given for the first month of employment provided the employee begins work on or before the 15th of the month. Employees hired on or after the 16th of the month receive no proration for that month.

Vacation (CBA: Article 21, Section 20)

All full-time employees shall accrue vacation as follows:

- 13.33 hours per month (160 hours per year).

Vacation will be posted on the 16th of each month; it is posted to your paycheck when the period for which you are being paid includes the 16th.

Upon termination the employee will receive pay for any unused vacation time as provided in the labor agreement at his or her regular rate of pay.

Sick and Emergency Leave (CBA: Article 20)

Sick leave is a form of disability insurance that is designed to be used primarily for situations where a medical condition renders an employee unable to work. Employees are granted 12 sick days per year. The full allocation of twelve (12) days is credited to the employee's "bank" on July 1 of each fiscal year. There is no ceiling or maximum accrual for sick leave.

Upon retirement from the College the employee shall receive pay for unused accumulated sick and emergency leave, up to a maximum of thirty (30) days, at his or her regular rate of pay.

Personal Business (CBA: Article 21, Section 4)

Employees receive five (5) personal business days per year. Time is granted on July 1 of each fiscal year and must be utilized during the fiscal year. Unused time is converted to sick and emergency leave time at the end of each fiscal year.

Paid Holidays (CBA: Article 21, Section 19 and Appendix E)

Employees shall be paid for the following specific days when the day falls within a work week in which the employee is regularly assigned to work

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day

In addition to the holidays above, the College is normally closed for the period of time between Christmas Eve and New Year's Day. The actual number of days off depends on the calendar for that year.

INSURANCE COVERAGE AND RELATED BENEFITS

Benefit Effective Dates

Medical, vision, dental, life, and long-term disability insurance will begin the first of the month following the date of hire.

Health Insurance (CBA Article 23, Section 2)

Employees may choose from one of the following two (2) options: CBT PPO or HealthPlus of Michigan (HMO) or they may opt out of health insurance (see Cash in Lieu of Health Insurance below).

CBT coverage is identical to that contained in the MESSA Choices II plan description in effect as of 2/27/09 except for 5/15 drug co-pay. The CBT PPO premium is fully paid by the College for the employee and his/her family through 6/30/10. For the period 7/1/10 through 6/30/12, the portion of premium paid by the employee each pay period is: Single-\$0; Couple-\$20; Family-\$30. The CBT PPO insurance program has no annual deductibles for in-network services. Office visits require a \$5 co-pay. The prescription co-pay is \$5 for generic drugs and \$15 for brand drugs through 6/30/10. On 7/1/10, the prescription co-pay will be \$10 for generic and \$20 for brand drugs.

The HealthPlus of Michigan (HMO) insurance program has no annual deductibles or prescription co-pays. There are a few services that require co-pay (ex: there is a \$10 co-pay for Psychiatric Outpatient Care). The participants must select a primary care physician for all service and referrals. Effective 1/1/10, employees who choose HealthPlus must pay the difference between the FY 08-09 CBT premium and the HealthPlus premium. Effective 7/1/10, employees who choose Health Plus must pay the same portion of premium required of employees who choose CBT (biweekly - Single-\$0; Couple-\$20; Family-\$30) plus the difference between the FY 08-09 CBT premium and the HealthPlus premium. The premium differential is recalculated annually effective January 1 based on the then current HealthPlus premium and the

FY 08-09 CBT premium. Payment of this additional premium differential is also effectuated through bi-weekly payroll deduction.

Flexible Spending Accounts (CBA Article 23, Section 13)

Employees are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account allows you to use pretax dollars up to \$3,000 annually to pay for health expenses not covered by another source, as defined by the IRS. You can use the Dependent Care Spending Account up to \$5,000 annually to pay for dependent care expenses on a tax-free basis.

Cash in Lieu of Health Insurance (CBA Article 23, Section 3)

Employees that are eligible to receive Health Insurance benefits fully paid for by the College may elect to waive health insurance coverage and receive \$300 per month for every month they are considered eligible for medical insurance. The \$300 a month is considered taxable income.

Dental (CBA: Article 23, Section 9)

The College provides dental coverage for employees and their eligible dependents (up to age twenty-five [25]) as defined by the Internal Revenue Code of the United States. The dental plan provides 100% coverage for preventive and 80% coverage for specified services, up to a maximum of \$1,000 per year with the exception of orthodontic (\$1,300 lifetime). The premium is fully paid by the College.

Vision (CBA: Article 23, Section 11)

The College provides vision coverage for employees and their eligible dependents up to age twenty-five [25]) as defined by the Internal Revenue Code of the United States. The College's Vision Reimbursement Plan (VRP) provides reimbursement for exam, lenses, frames or contacts up to a specified amount per eligible participant. The vision benefit plan year is January 1 through December 31. The cost of the insurance is fully paid for by the College.

Disability Insurance (CBA: Article 23, Section 6)

There is a ninety (90) consecutive calendar day waiting period. Benefits are 2/3 of monthly gross salary payable during disability for a specified period of time.

Additional Employer Provided Disability Benefits (CBA Article 23, Section 5)

Full-time bargaining unit members who are unable to work due to disability or illness and who have been on an extended medical leave for a minimum of three (3) years are entitled to use the faculty/staff parking ramp, free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees), use of the Mott College Library and inclusion on mailing lists related to activities at the College if requested by the employee.

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

Life Insurance (CBA: Article 23, Section 1)

Employees are provided with a \$40,000 life insurance policy and a \$80,000 accidental death and dismemberment policy.

Supplemental Life and Disability Insurance (CBA: Article 23, Section 14)

- **Supplemental Life Insurance:** Employees may purchase, at their expense and through payroll deduction, additional life insurance from the College vendor for life insurance. Terms and conditions of such supplemental life insurance are determined by the carrier.
- **Supplemental Disability Insurance:** Employees may purchase, at their expense and through payroll deduction, additional disability insurance from AFLAC. Terms and conditions of such supplemental disability insurance are determined by AFLAC. The College neither endorses nor recommends this supplemental insurance.

RETIREMENT AND DEFERRED COMPENSATION

Retirement

Upon hire, employees may choose between a defined benefit and a defined contribution retirement plan.

- The defined benefit plan, administered by the Michigan Public School Employees Retirement System (MPSERS), contains a ten (10) year vesting requirement and provides a benefit based on salary and a multiplier of 1.5% for each year of service. Health insurance benefits are currently available through MPSERS upon retirement.

The defined contribution plan, also known as the Optional Retirement Plan (ORP), provides for immediate vesting. This plan is administered by TIAA-CREF. The amount contributed to the ORP by the College is 10% for employees hired on or after January 1, 2003 and is 13.54%, for employees hired prior to January 1, 2003. There is no health insurance available through the Optional Retirement Plan upon retirement, although, the College has identified insurance agents who can help the employee shop for retiree health insurance.

(Visit http://www.mcc.edu/hr/hr_retirementplans.shtml)

Employer Provided Retiree Benefits (CBA Article 22, Section 5)

Unit members who retire from the College after the equivalent of ten (10) years of continuous fulltime service and who meet the requirements for a regular or deferred retirement as outlined by MPSERS (including employees in the Optional Retirement System) shall receive the following employer provided benefits: use of the faculty/staff parking ramp, free course tuition for credit and non-credit courses at the College (with provision for reimbursement identical to active employees), use of the Mott Library and inclusion on mailing lists related to activities at the College if requested by the retiree. Dependents (as defined by the Internal Revenue Service) of employees who satisfy the requirements of retirement are also eligible for free course tuition for credit and non-credit courses at the College (with provision for reimbursement identical to active employees).

Deferred Compensation

Employees may defer a portion of their salary into tax-sheltered long-term savings plans (403(b) and/or 457(b) programs). The College offers several investment options.

OTHER BENEFITS

Educational Grant Waiver (CBA: Article 19, Section 4)

Employees, their spouse, and dependent children (up to age twenty-five [25] as defined by the Internal Revenue Code of the United States) may enroll in Mott Community College's credit and non-credit courses at no cost.

Professional Development (CBA: Article 21, Section 10)

At the beginning of each fiscal year, \$6,000 will be put into a professional development fund. The details of program administration are determined by the Union

Employee Assistance Program (EAP)

Employees have an Employee Assistance Program available to them. The Employee Assistance Program provides counseling to the employee and any household members at no cost to the employee for a variety of issues.

(Visit http://www.mcc.edu/hr/hr_healthwellness_employeeassistance.shtml)

For additional information, contact the Office of Human Resources at (810) 762-0565 or visit:

http://www.mcc.edu/hr/hr_healthwellness.shtml

or

http://www.mcc.edu/hr/hr_retirementplans.shtml

APPENDIX D
SUPERVISORY & MANAGERIAL
PART-TIME EMPLOYEES
BENEFITS SUMMARY
June 2009

Part-time S&M employees receive a comprehensive fringe benefits package consistent with the terms of the collective bargaining agreement. The following summarizes all of the benefits provided to part-time S&M employees, except those benefits that are mandated by law. In the event there is a conflict between this summary and the insurance plan or document itself, the contents of the plan/document shall prevail. For additional information, please see your collective bargaining agreement

Only those items with specific references to the collective bargaining agreement are an integral part of the CBA. Otherwise, the text below is informational in nature.

PAID TIME OFF

Calculation of Leave Banks

During the first fiscal year of employment (if the employee does not begin work on July 1), the employee will receive a prorated number of vacation, sick, and personal days. Furthermore, credit will be given for the first month of employment provided the employee begins work on or before the 15th of the month. Employees hired on or after the 16th of the month receive no proration for that month.

Vacation (CBA: Article 21, Section 20)

Employees earn a prorated number of vacation days per year calculated by using their Benefit Eligibility Factor (BEF). Vacation time is earned monthly.

Vacation will be posted on the 16th of each month; it is posted to your paycheck when the period for which you are being paid includes the 16th.

Upon termination the employee will receive pay for any unused vacation time as provided in the labor agreement at his or her regular rate of pay.

Sick and Emergency Leave (CBA: Article 20)

Sick leave is a form of disability insurance that is designed to be used primarily for situations where a medical condition renders an employee unable to work. 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 granted a prorated number of sick days per year calculated by using their Benefit Eligibility Factor (BEF). The full allocation of sick days is credited to the employee's "bank" on July 1 of each fiscal year. There is no ceiling or maximum accrual for sick leave. Upon retirement from the College the employee shall receive pay for unused accumulated sick and emergency leave, up to a maximum of thirty (30) days at his or her regular rate of pay.

Personal Business (CBA: Article 21, Section 4)

Employees are granted a prorated number of personal business days calculated by using their Benefit Eligibility Factor (BEF). Time is granted July 1 of each fiscal year, and must be used during the fiscal year in which it was granted. Unused time is converted to sick and emergency leave time at the end of each fiscal year.

Paid Holidays (CBA: Article 21, Section 19 and Appendix E)

Employees shall be paid for the following specific days when the day falls within a work week in which the employee is regularly assigned to work

Independence Day	Christmas Day
Labor Day	New Years Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day

In addition to the holidays above, the College is normally closed for the period of time between Christmas Eve and New Years Day. The actual number of days off depends on the calendar for that year.

INSURANCE COVERAGE AND RELATED BENEFITS

Benefit Effective Dates

Medical, vision, dental, life, and long-term disability insurance will begin the first of the month following the date of hire.

Health Insurance (CBA Article 23, Section 2)

Employees may choose from one of the following two (2) options: CBT PPO or HealthPlus of Michigan (HMO). Part-time employees will share in the cost of benefits based on the number of hours they work.

CBT coverage is identical to that contained in the MESSA Choices II plan description in effect as of 2/27/09 except for 5/15 drug co-pay. The CBT PPO premium is fully paid by the College for the employee and his/her family through 6/30/10. For the period 7/1/10 through 6/30/12, the portion of premium paid by the employee each pay period is: Single-\$0; Couple-\$20; Family-\$30. The CBT PPO insurance program has no annual deductibles for in-network services. Office visits require a \$5 co-pay. The prescription co-pay is \$5 for generic drugs and \$15 for brand drugs through 6/30/10. On 7/1/10, the prescription co-pay will be \$10 for generic and \$20 for brand drugs.

The HealthPlus of Michigan (HMO) insurance program has no annual deductibles or prescription co-pays. There are a few services that require co-pay (ex: there is a \$10 co-pay for Psychiatric Outpatient Care). The participants must select a primary care physician for all service and referrals. Effective 1/1/10, employees who choose HealthPlus must pay the difference between the FY 08-09 CBT premium and the HealthPlus premium. Effective 7/1/10, employees who choose HealthPlus must pay the same portion of premium required of employees who choose CBT (biweekly - Single-\$0; Couple-\$20; Family-\$30) plus the difference between the FY 08-09 CBT premium and the HealthPlus premium. The premium differential is recalculated annually effective January 1 based on the then current HealthPlus premium and the

FY 08-09 CBT premium. Payment of this additional premium differential is also effectuated through bi-weekly payroll deduction.

Flexible Spending Accounts (CBA Article 23, Section 13)

Employees are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account allows you to use pretax dollars up to \$3,000 annually to pay for health expenses not covered by another source, as defined by the IRS. You can use the Dependent Care Spending Account up to \$5,000 annually to pay for dependent care expenses on a tax-free basis.

Dental (CBA: Article 23, Section 9)

The College provides dental coverage for employees and their eligible dependents (up to age twenty-five [25]) as defined by the Internal Revenue Code of the United States. The dental plan provides 100% coverage for preventive and 80% coverage for specified services, up to a maximum of \$1,000 per year with the exception of orthodontic (\$1,300 lifetime). Part-time employees will share in the cost of benefits based on the number of hours they work.

Vision (CBA: Article 23, Section 11)

The College provides vision coverage for employees and their eligible dependents up to age twenty-five [25]) as defined by the Internal Revenue Code of the United States. The College's Vision Reimbursement Plan (VRP) provides reimbursement for exam, lenses, frames or contacts up to a specified amount per eligible participant. The vision benefit plan year is January 1 through December 31. Part-time employees will share in the cost of benefits based on the number of hours they work.

Disability Insurance (CBA: Article 23, Section 6)

There is a ninety (90) consecutive calendar day waiting period. Benefits are 2/3 of monthly gross salary payable during disability for a specified period of time.

Life Insurance (CBA: Article 23, Section 1)

Employees are provided with a \$30,000 life insurance policy and a \$60,000 accidental death and dismemberment policy.

Supplemental Life and Disability Insurance (CBA: Article 23, Section 14)

- **Supplemental Life Insurance:** Employees may purchase, at their expense and through payroll deduction, additional life insurance from the College vendor for life insurance. Terms and conditions of such supplemental life insurance are determined by the carrier.
- **Supplemental Disability Insurance:** Employees may purchase, at their expense and through payroll deduction, additional disability insurance from AFLAC. Terms and conditions of such supplemental disability insurance are determined by AFLAC. The College neither endorses nor recommends this supplemental insurance.

RETIREMENT AND DEFERRED COMPENSATION

Retirement

Employees will participate in a defined benefit plan, administered by the Michigan Public School Employees Retirement System (MPERS). The MPERS plan contains a ten (10) year vesting requirement and provides a benefit based on the employees salary and a multiplier of 1.5% for each year of service. Health insurance benefits are currently available through MPERS upon retirement.

Employer Provided Retiree Benefits (CBA Article 22, Section 5)

Unit members who retire from the College after the equivalent of ten (10) years of continuous full-time service and who meet the requirements for a regular or deferred retirement as outlined by MPERS (including employees in the Optional Retirement System) shall receive the following employer provided benefits: use of the faculty/staff parking ramp, free course tuition for credit and non-credit courses at the College (with provision for reimbursement identical to active employees), use of the Mott Library and inclusion on mailing lists related to activities at the College if requested by the retiree. Dependents (as defined by the Internal Revenue Service) of employees who satisfy the requirements of retirement are also eligible for free course tuition for credit and non-credit courses at the College (with provision for reimbursement identical to active employees).

Deferred Compensation

Employees may defer a portion of their salary into tax-sheltered long-term savings plans (403(b) and/or 457(b) programs). The College offers several investment options.

OTHER BENEFITS

Educational Grant Waiver (CBA: Article 19, Section 4)

Employees, their spouse, and dependent children (up to age twenty-five [25] as defined by the Internal Revenue Code of the United States) may enroll in Mott Community College's credit and non-credit courses. Part-time employees will share in the cost of the courses.

Professional Development (CBA: Article 21, Section 10)

At the beginning of each fiscal year, \$6,000 will be put into a professional development fund. The details of program administration are determined by the Union

Employee Assistance Program (EAP)

Employees have an Employee Assistance Program available to them. The Employee Assistance Program provides counseling to the employee and any household members at no cost to the employee for a variety of issues.

(Visit http://www.mcc.edu/hr/hr_healthwellness_employeeassistance.shtml)

For additional information, contact the Office of Human Resources at (810) 762-0565 or visit:

*http://www.mcc.edu/hr/hr_healthwellness.shtml
or http://www.mcc.edu/hr/hr_retirementplans.shtml.*

APPENDIX E

PERPETUAL CALENDAR

Winter Break

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)