

AGREEMENT

between

CHARLES STEWART MOTT COMMUNITY COLLEGE

and

SERVICE EMPLOYEES' INTERNATIONAL UNION

CHARLES STEWART MOTT ADMINISTRATIVE SUPPORT UNIT OF

LOCAL 517M, AFL-CIO

Effective

March 31, 2009 – June 30, 2012

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THIS AGREEMENT entered into this 31st day of March, 2009, by and between the parties, Charles Stewart Mott Community College, hereinafter sometimes referred to as the "College" and the Service Employees' International Union, Charles Stewart Mott Administrative Support Unit of Local 517M, AFL-CIO, hereinafter sometimes called the "Union."

WITNESSETH:

WHEREAS the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of College personnel represented by the Union, such personnel being fully described in Article 1 hereof, and

WHEREAS the parties recognize their obligations pursuant to the Public Employment Relations Act, 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, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached mutual agreement, in CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 RECOGNITION

- A. **Definition of Bargaining Unit:** The College hereby recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, described as follows:

All office clerical employees including secretaries, bookkeepers, cashiers, clerks, machine operators, receptionists, switchboard operators, and typists, but EXCLUDING supervisors, student assistants, on-call employees, confidential employees (for example, secretary to the Human Resources Director, secretaries to the President). Position titles for this bargaining unit are contained in Appendix A.

- B. The College agrees not to negotiate with any educational secretaries organization other than the Union for the duration of this Agreement.

- C. **Categories of Employees:** This bargaining unit includes two categories of employees:

1. **Full-time:** An employee regularly scheduled to work fifty-two (52) weeks per year and forty (40) hours per week during the year.
2. **Less than full-time:** These employees are not temporary (see Article 9, Section A.2), work less than 52 weeks per year and/or less than 40 hours per week, and work at least twenty (20) hours per week.

- D. **Student Workers:** The Union and the College support the use of student employees to assist bargaining unit employees in performing bargaining unit work in accordance with College guidelines. However, student employees will not be used to supplant bargaining unit members whose jobs are eliminated or hours reduced.

- E. **Grant Funded Positions:** From time to time, the College obtains grants and other outside funds to perform certain tasks and functions for a limited period of time. Temporary, limited duration positions funded from such grants and outside sources that are on the supplemental Table of Approved Positions may not share a community of interest with existing members of the bargaining unit. In many of these cases, the compensation and benefits available to employees is less than would be provided under this Collective Bargaining Agreement. When it appears that such temporary, limited duration positions will be performing bargaining unit work, the College will notify the Union and, if requested, meet to discuss whether such positions are to be covered by this Agreement. No such employee shall be covered by any provision of this document (other than those which are required by law) until the College and the Union have agreed to such provisions in an executed letter of Understanding or Agreement. The Union may request reconsideration of the initial decision about such employees' status as members of the unit no more than once per calendar year.

ARTICLE 2
EMPLOYEE, UNION & COLLEGE RIGHTS

A. Information:

1. Union Requests for Information: The College agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the College, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. The College's obligation to provide information is limited to providing the Union with documents and reports the College ordinarily and regularly produces; the College is not required to compile or generate reports for the Union under any of the terms of this Agreement, although the College is obligated to extract fields of data from existing electronic files.
2. Millage Elections: Whenever the College has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union of that fact prior to the reaching of a final decision with respect thereto and will give the Union the opportunity to meet with either the Finance Committee of the Board or such other representatives as the College may select to discuss the College's contemplated request for any millage increase and its expected allocation thereof.
3. Copies of this Agreement: This Agreement will be available on the Human Resource Office's site on the web. Printed copies of the Agreement will be provided by the Human Resources Office to unit members upon request at the expense of the College. Printed copies will also be provided to the Union upon request at the expense of the College.

B. Union Security and Deduction of Union Dues:

1. All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make representation fee payments to the Union in the same manner as Union members and shall do the above as a condition of employment. Employees covered by this bargaining agreement must, as a condition of employment, either:
 - a. Join the Union and pay the dues, fees and special assignments levied on members
OR,
 - b. If they choose to not join the Union, pay the appropriate representation fee calculated by the Union

These provisions do not apply to temporary employees.

2. During the term of this Agreement, the College will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, voluntary C.O.P.E. deductions and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The College will continue to honor those written assignments already in its possession.

3. The Union shall notify the Payroll Department in writing of the amount of such dues, fees, voluntary C.O.P.E deductions and assignments. The College will cause such dues, fees, voluntary C.O.P.E deductions and assignments to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
4. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the College.
5. The Union shall indemnify the College against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the College for the purposes of complying with the provisions of Section B of this Article.

C. Union Business:

1. Job Status and Function of Union Officers:

- a. Notice of Union Leadership: The President of Local 517M or the Unit Chairperson will notify the College's Senior Human Resources Manager or designee of local leadership who will be participating in bargaining and contract administration. No officer will function in this capacity until the College's Senior Human Resources Manager or designee has been notified, and the earliest possible notice will be given.
- b. Role of Union Leadership: Union officers identified in (a) above shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
- c. Individual Grievances: Any bargaining unit officer having an individual grievance in connection with his/her own work may ask another bargaining unit officer or Union officer from Local 517M to assist him/her in adjusting the grievance with his/her supervisor.

2. Release Time:

- a. Paid Release Time: The College has granted to College employees who are Union officers for the bargaining unit two hundred and fifty (250) paid hours per fiscal year to be used for the investigation and adjustment of grievances through Level V of the grievance procedure and other Union business. Scheduled meetings where both the Union and Management are present, such as negotiations, arbitrations, fact-finding, and mediation, shall not be deducted from the allotted Union hours.

Only time spent during scheduled working hours by representatives who are employees shall be charged against the paid-time allowance. Such paid time shall be charged and paid on written notice to the College's Senior Human Resources Manager or designee. Such written notice shall include the names of the employees authorized to use the paid-time allowance, the amount each employee is authorized to use, and the nature of Union business.

Such time shall be notated on the respective cost center payroll sheets as paid Union business, and each employee shall complete a Departmental Approval and Data Entry Form, which must be signed by the effected employee's immediate supervisor or designee.

- b. **Unpaid Release Time:** The Union shall be granted twenty-five (25) working days per year to be used for unpaid release time for College employees who are Union officers for the bargaining unit to attend educational conferences and other Union business excluding grievances, arbitration, negotiations, and fact-finding. Not more than three (3) employees will be released at any one time. Such time off shall be recorded as unpaid Union business (UUB). Under extenuating circumstances, additional time may be taken with the approval of the College's Senior Human Resources Manager or designee.

- D. **Management Rights:** The College hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

- E. **Selection of 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, and each party may select its representatives from within or without the College.

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

- G. **Fair Treatment:** The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, Union membership or activity.

- H. **Joint Labor Management Program:** *(Revised 5/17/11)*
 - 1. Joint Labor-Management Committee (JLM).
 - a. Both sides agree to set up a joint labor-management committee.
 - b. The JLM will use a consensus process.
 - 2. **Purpose:** JLM is a labor-management problem solving process occurring during the term of the contract to address:
 - a. Problems arising from contract administration
 - b. Problems which may become or are grievances
 - c. Business issues and mandatory bargaining topics only by mutual agreement

3. Committee Membership: It is the intent that membership be a consistent body. Committee membership will consist of up to five (5) representatives plus an identified alternate from each side. The alternate only attends to replace an absent member. Membership will be determined by the respective parties.

4. Meetings: A regular schedule of monthly meetings will be established but JLM will meet only if:
 - a. An agenda has been determined at the prior month's meeting OR
 - b. Either side presents a draft problem statement or some other meeting topic one week before the scheduled meeting

If no meeting topic is received within one week of the scheduled monthly meeting, the monthly meeting will be canceled. Draft meeting topics will be delivered by the Unit Chairperson to the College's Senior Human Resources Manager and by the College's Senior Human Resources Manager to the Unit Chairperson. Upon receipt of a meeting topic, an agenda will be set and distributed three (3) business days prior to the meeting. An emergency meeting can be called at any time by either the Unit Chairperson or the College's Senior Human Resources Manager. JLM meetings will be conducted using the ground rules in Appendix B. Either side may bring in a resource person with notice to the other side of at least twenty-four (24) hours.

5. Discussions: The discussions will not be admissible in arbitration or any other judicial or quasi-judicial proceedings, unless the parties mutually agree otherwise in writing.
6. It is understood that all problems brought to the JLM may not be resolved.
7. The JLM will attempt to solve problems collaboratively with formal consensus.
8. The JLM is free to develop its own ground rules.

ARTICLE 3 GRIEVANCE PROCEDURE

- A. **Purpose:** The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible level, issues which may arise from time to time with respect to specific claims of improper application, interpretation or violation of the terms of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate to each level of the procedure.
- B. **Without Intervention of the Union:** Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, without the intervention of the Union, if the adjustment is consistent with the terms of this Agreement and the Union has been given an opportunity to review the adjustment prior to finalization.
- C. **Representation:** Any employee may be represented at any level of this procedure by a representative of the Union.
- D. **Definition of Grievance:** A grievance is a claim by one or more employees of the Union of an improper application, interpretation or violation of this Agreement, specifying the part of this Agreement which is claimed to be violated, the specifics of such violation, and the requested relief.
- E. **Consolidation of Grievances:** All issues arising from a single incident, whether multiple issues related to a single grievant or the same/multiple issue(s) affecting multiple unit employees (class action grievance) must be consolidated into a single grievance. In the event of a class action grievance, only one employee and one Mott union rep may attend grievance hearings/arbitration with pay. If the class action grievance hearing would disrupt the work site, the hearing may be scheduled before/after hours to enable all to attend.
- F. **Days Defined:** The term "days" used in this Article shall mean working days.
- G. **Initiation of Grievances:** Grievances under the Agreement may be initiated by employees in the bargaining unit either singularly or jointly.
- H. **Grievances in Writing:** All grievances, appeals, and decisions will be in writing with copies to both parties.
- I. **Extensions of Time Limits:** Time limits may be extended by mutual agreement, in writing, signed by the designated representatives of both parties.
- J. **Grievance Procedure:** The alleged violation occurs.
 - 1. **Level I:** A grievance must be filed within twenty (20) days of the alleged violation, or reasonable knowledge thereof. The employee must first discuss the grievance orally with his/her immediate supervisor.
 - 2. **Level II:** If a resolution is not reached within five (5) days of when it is first discussed at Level I, the Union shall have five (5) days to submit the grievance in writing. One copy shall be sent to the immediate supervisor, one copy to the College's Senior Human

Resources Manager or designee, and one copy to the Unit Chairperson. The supervisor must meet with the Union to discuss the grievance at Level II. The employee may attend if he/she wishes. This meeting shall occur within five (5) days of 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.

The supervisor's written response shall be given to the Union, and a copy forwarded to the Human Resources Office for inclusion in the grievance file.

3. Level III: Level III shall be an appeal of the grievance by the Union to the manager of the supervisor at Level II. A request for a Level III hearing must be made in writing through the College's Senior Human Resources Manager or designee within ten (10) days of the Union's receipt of the response from Level II. A Level III 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's Senior Human Resources Manager or designee to identify which manager in the employee's chain of command underneath the President/designee hears the grievance at this step. This decision must be made within three (3) working days of receipt of the grievance.

It is the responsibility of the College representative hearing the appeal to ensure that due process is followed.

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. The College representative hearing the appeal shall render a response to the Union in writing within ten (10) days of the hearing. A copy of the response shall also be sent to the College's Senior Human Resources Manager or designee and the Unit Chairperson.

4. Level IV: Level IV shall be an appeal of the grievance to the President or designee(s). A request for a Level IV hearing must be made in writing through the College's Senior Human Resources Manager or designee within ten (10) days of the Union's receipt of the response from Level III. A Level IV 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:

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. The College representative hearing the appeal shall render a response to the Union in writing within ten (10) days of the hearing. A copy of the response shall also be sent to the College's Senior Human Resources Manager or designee and the Unit Chairperson. The written response shall include:

- A discussion of the evidence presented
- Decision rendered

5. Level V – Arbitration:

- a. Mediation may be used by mutual agreement prior to filing for arbitration or after the grievance has been filed for arbitration.
 - b. Within thirty (30) days of receipt of the answer at Level IV, the Union may, by notice, request that the matter be submitted to arbitration.
 - c. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within fifteen (15) days after notice is given, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Any grievance not appealed to the American Arbitration Association by the Union within forty-five (45) days shall be considered settled on the basis of the last disposition of Management. The arbitrator shall have no power to alter, add to, or subtract from the term of this Agreement. The arbitrator shall render his/her findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - d. Once a grievance is scheduled for arbitration, and the parties know who the arbitrator is and the arbitrator's cancellation date, the parties may mutually schedule a pre-arbitration meeting date.
 - e. The cost of any arbitration under this article shall be divided equally between the College and the Union.
 - f. The expense and compensations of any witness or participant in the arbitration who is not a member of the staff of the College shall be paid by the party calling such witness or requesting such participant.
- K. **Grievances Not Advanced:** Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision rendered by the College.
- L. **Grievances Not Timely Answered:** Any grievance for which an answer has not been provided within the time limits set forth herein shall be moved to the next level of the grievance procedure.
- M. **Copies:** Copies of all written answers at all levels of the grievance procedure shall be given to the College's Senior Human Resources Manager or designee and Unit Chairperson.
- N. **No Reprisal:** No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- O. **Initial Submission of Grievance:** By mutual agreement, a grievance may be initiated at any higher applicable level of the grievance procedure.
- P. **Representation of Probationary Employees:** New employees on probation are at will which means they have no grievance rights regarding discipline, layoff or termination but may request representation in all such matters.

Q. **Lost Work Opportunity**: The exclusive remedy for a lost work opportunity shall be an equivalent replacement work opportunity.

ARTICLE 4
STRIKES & SANCTIONS

- A. Neither the Union nor any persons acting on its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work.
- B. The Union will not support the action of any employee taken in violation of Section A, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited by Section A.
- C. Violation of Section A by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- D. The College, in the event of violation of Sections A and/or B, 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.

ARTICLE 5
SAFETY & HEALTH

The College agrees to make all reasonable efforts for the safety and health of its employees during the hours of their employment and will incorporate as standard procedure all applicable rules, regulations, and laws promulgated by the Michigan Occupational Safety and Health Administration (MIOSHA), and the Federal Occupational Safety and Health Administration (OSHA). The Union agrees to attempt to instill in each employee by all reasonable means the realization of their responsibility to themselves, their fellow employees, and the College in the prevention of accidents. The Union will have a representative on any College-wide task force on health and safety.

ARTICLE 6 SENIORITY

- A. Seniority shall be the length of continuous, uninterrupted service with Mott Community College, in the bargaining unit, and shall accrue to an employee only during a period of active employment, except that an employee shall accrue seniority during the period of an employee's earned sick and emergency leave, personal business days, vacation allowance, and during the period of those leaves set forth in this contract.
- B. Seniority does not accrue during the probationary period, which is defined as the initial twelve-month period of employment with the College. Employees who satisfactorily complete probation will receive credit for seniority retroactive to their date of hire.
- C. **Seniority of Less than Full-time Employees:** Seniority of less than full-time employees is based on the number of hours worked (including paid leave time). For example, an employee working 20 hours per week, 52 weeks per year shall be credited with one-half year of seniority.
- D. **Top Seniority:** The Unit Chairperson, Unit Vice Chairperson, and Unit Recording Secretary shall have top seniority for purposes of layoff and recall only, provided they can perform the work available.
- E. **Former Bargaining Unit Member who Transfers to Another College Bargaining Unit or Employee Group:** In the event an employee transfers out of the bargaining unit, their bargaining unit seniority shall be frozen at the time of transfer and will then decrease by the amount of time the employee has been out of the bargaining unit but remains an active employee of the College.
- F. **Seniority List:** A seniority list will be updated once a year in October and maintained on the HR web site which 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 Unit Chairperson within 30 calendar days of the publication of the list. Inadvertent errors or omissions may be corrected with the approval of JLM after this 30 calendar day period.
- G. **Less than Full-time:** New employees hired for less than full-time positions shall be on probation for a period of two thousand eighty (2,080) work hours unless probation is extended as provided by mutual agreement of the College and the Union.
- H. Employees who are accreted into the unit as a result of unit clarification or by mutual agreement of the Union and the College do not need to serve a probationary period if they have already completed probation in the job being accreted.

ARTICLE 7
WORKING YEAR, WEEK & HOURS

- A. The College will set work schedules and make work assignments which can reasonably be completed in the allotted time.
- B. The College will not regularly expect unit members to work in excess of the standard work week.
- C. **Working Year for Employees who Work Less than 52 Weeks:** At the beginning of each fiscal year, for employees who work less than 52 weeks, the immediate supervisor shall determine the start and end of each employee's working year provided all weeks of such work year run consecutively, unless the employee and supervisor mutually agree otherwise. In the event the immediate supervisor finds it necessary for vacation coverage and other circumstances to schedule additional work weeks, employees who are qualified and are regularly scheduled to work less than 52 weeks per year shall have the opportunity to perform such work. In the event that no such qualified bargaining unit employee requests such work, the College may use temporary employees.
- D. **Standard Work Week:** The standard working day/week for full-time employees shall normally consist of forty (40) hours scheduled over five (5) consecutive days and a work day for full-time employees that will normally start at 8:00 a.m. and end at 5:00 p.m. unless Management has determined that the operational needs of the College requires a different schedule.

In the event Management determines that it needs to change an established schedule, such change shall be based on reasonable operational criteria and shall not be arbitrary or capricious. A change shall not be implemented without providing the affected employee with at least thirty (30) calendar days advance notice. When planning a schedule change, Management will meet with the affected employee(s) and a Union representative prior to the change so that the parties can review, consider and discuss concerns over the change.

Among the factors to be considered by Management are skill level and qualifications, seniority, employees affected by other schedule changes within the past year, employees who wish to volunteer for the schedule change and disruption of current participation in further education. Unless otherwise mutually agreed between the Union and Management no one employee shall have his or her schedule changed more than once in a twelve (12) month period.

- E. **Breaks:** Full-time unit members shall be granted two (2) fifteen minute paid breaks daily, one to be scheduled during the first half of the working day and the second during the second half of the working day. Employees may not combine breaks or combine breaks and lunch unless approved by the supervisor.

F. **Changes to the Work Schedule:**

1. **Flextime:** A full-time employee may, with their supervisor's permission, establish a work schedule which enables the employee to report for work between 7:00 a.m. and 9:00 a.m. during the regular work day as long as the employee is in a work status for eight (8) hours per day.

Examples of a reason for requesting flextime might be: taking a credit class, child care arrangements, short and/or long term transportation problems, etc.

If the purpose of flextime is to attend a credit class at MCC, no more than one class may be taken in any one (1) semester on a flexible schedule.

The flextime schedule must be documented, by the supervisor, on the form found in Appendix C.

2. A full-time bargaining unit member may change their work schedule permanently or for a fixed period of time if agreed to by both the bargaining unit member and supervisor, in writing using the form in Appendix C. If the schedule change results in over eight (8) hours in a day, but within forty (40) hours in a week, this will not result in an overtime obligation.
3. Full-time employees may experiment with alternative work schedules following the procedures outlined in Appendix D and the form found in Appendix C.

G. **Special Provisions for less than full-time Employees:**

1. **Working Day:** The working day of less than full-time employees shall be scheduled by the supervisor.
2. **Flex Time:** A less than full-time employee may, with their supervisor's permission, establish a work schedule which enables the employee to report for work at any time during the regularly scheduled work hours as long as the employee is in a work status for a minimum of four (4) hours per day. The employee must follow the procedures in Section G.1 above when requesting flex time.

ARTICLE 8
JOB DESCRIPTIONS & JOB EVALUATION COMMITTEE

- A. **Purpose:** The College and the Union have created a Job Evaluation Committee (JEC) to jointly recommend the relative internal ranking or equity of jobs in the bargaining unit using a point factor methodology. 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.
- B. **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 contained in Appendix E of this Agreement.
- C. **Composition of Committee:** The JEC will consist of a maximum of eight (8) persons, up to four (4) appointed by Management and up to four (4) appointed by the Union.
- D. **Instrument:** The job evaluation instrument was developed jointly by the College and the Union and can only be modified by consensus of the JEC. The instrument is not available to persons other than the committee and HR staff whose work assignments include job evaluation.
- E. **Job Design and Job Descriptions:** Job design (the determination of particular duties assigned to a job) and the preparation of job descriptions is a responsibility of management/supervision. Typing and data entry skill requirements will be set by the Employer and will be related to the individual job. Prior to finalizing job design, the supervisor will consult with the employee and Union. A single job description may be prepared for a group of employees whose jobs are the same.

Job descriptions will be prepared in a standardized format to be determined by the College's Senior Human Resources Manager. The job description will be forwarded for review and approval through the appropriate line of reporting to the Vice President or equivalent, highest level Exempt Manager who is not a VP, and will include a technical review by the College's Human Resources Office. The official job description will be housed in the Office of Human Resources. Copies of approved job descriptions may be obtained from the Office of Human Resources upon request.

- F. **Process:**
1. Job evaluation requests may be initiated in one of two ways:
 - a. 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. 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 90 calendar days prior to any further action being taken. If the supervisor and employee cannot agree that the duties have been increased, the process ends here except that the employee may appeal the matter to higher management levels up to the VP (or to the Senior Human Resources Manager for departments without a VP). In the event there is agreement that the duties have been reduced, the request may immediately proceed to the next step.

- b. The supervisor/management determines that the job content has changed and JEC review is appropriate.
2. Preparation of Job Description: The supervisor or the supervisor and the employee prepare a job description. The supervisor must provide the employee and Union with an opportunity to comment upon and discuss the job description. Notice of this opportunity will be provided by giving the employee and the Union a copy of the job description and a copy of the JEC Review Request form (found 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.
3. 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.
4. Initial Evaluation by HR: The Senior Human Resources Manager must make a determination as to whether HR can objectively prepare an initial evaluation of the job, including the assignment of a pay grade. If so, the detailed initial factor evaluation prepared by the Human Resources Office will be reported to the JEC within 10 working days of the time the submission is found to be complete by HR staff. Every effort will be made to complete this job documentation as quickly as possible. Within five (5) working days of the distribution of this initial factor assignment to JEC members, any member of the JEC may request in writing that the JEC be convened to review the factor assignments made by the HR Office. If no such written request is received, the evaluation of the HR Office will be entered into the database used to maintain the job evaluation system following the review provided in 6 below.
5. JEC Review: In the event that the College's Senior Human Resources Manager feels the HR Office cannot fairly and objectively evaluate the request, a meeting of the JEC will be scheduled within fifteen working days of receipt of the request to review the new, consolidated or revised job. The actual date of the JEC meeting will be the earliest date possible that a quorum of the JEC is available.
6. Review by College President: The recommendation of grade assignment made by either the HR Office or 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 HR or the JEC, a rationale for

that decision will be provided. The decision of the President is final and cannot be grieved.

G. **Miscellaneous:**

1. **Ground Rules:** The job evaluation process will be administered consistent with the ground rules contained in Appendix E of this Agreement.
2. **Lack of Committee Consensus:** In the event the JEC cannot reach consensus on the factor evaluations for a particular job, and this lack of consensus prevents the assignment of a grade to the job (it is recognized that there may be cases where the lack of consensus on an individual factor(s) is not an impediment to determining the grade), then the preliminary grade placement made by the HR Office will remain in effect until such time as consensus is reached by the committee, subject to the review provided in F.6 above.
3. **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.
4. **Changed Duties:** Neither HR nor the JEC will review requests for revised job duties for an incumbent until the employee has been performing the package of new duties for a period of ninety (90) calendar days.
5. **Pay Adjustments:** In the event the revised duties results in an increase in the employee's grade and pay, the employee will be paid the higher salary retroactive to the first day of the new assignments. When a request for reclassification is made later than six (6) months after the documented start date of the new duties, retroactive pay will be provided only for ninety (90) calendar days unless the JLM finds extenuating circumstances. 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 redlined pay rate.
6. **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.
7. **Required Documents:** The required documents for job evaluation will be determined by the Human Resources Office.
8. **Classifications:** Classifications for the bargaining unit are set forth in Appendix A of this Agreement.

ARTICLE 9
FILLING VACANCIES

A. When filling a vacancy, the College will determine:

1. First, that all qualified laid off unit members are recalled in accordance with Article 10.
2. Second, if the vacancy is to be filled on a temporary or emergency basis: No vacancy shall be filled by a temporary or substitute for more than sixty (60) working days, with an automatic thirty (30) working day extension at the request of either party, except when such positions are special projects and of a non-recurring nature.

In such special project situations, the Union shall receive prior notice before the position is filled. In no event will such positions extend past six (6) months. If such positions extend past six (6) months, it shall be posted in accordance with Section A.4 below. There will be no more than seven (7) such positions in any fiscal year. Any changes in this cap must be negotiated with the Union. Such special project positions are temporary and are excluded from the bargaining unit.

3. Third, if an involuntary transfer is necessary: Although transfers shall be on a voluntary basis whenever possible, the College and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Human Resources Office following consultation with the Union. In making involuntary transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the best interests of the College. Employees will be given two (2) weeks notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. For example, immediate transfers may be necessary in emergency situations or to ensure the safety of employees. This transfer may be a regular transfer or of limited duration.
4. If the vacancy has not been filled by the three steps above, it will be posted electronically and/or on the Job Posting Board outside of Human Resources for a minimum of five (5) working days. It is not necessary to post vacancies being filled on a temporary basis (as provided in Section A.2 above), or on an emergency basis.
5. If no qualified candidate can be found following the steps above, and it is agreeable to the affected department manager, an unqualified unit member may accept a trial transfer or promotion pending demonstration of skill competency. If there is more than one internal candidate, the position will be offered after following the process described in Section C below.
 - a. Since transfers involve movement to another position in the same or lower grade, employees who accept a trial transfer are not eligible to receive any pay adjustment. (Although they will be eligible for future step and across-the-board increases within their grade.)
 - b. In the event that the trial involves a grade increase, the employee will receive no promotional pay increase until competency has been demonstrated and verified

through an objective assessment administered by the Human Resources Office. Such increase will be effective on the date the employee demonstrated competency.

- c. The trial period for employees who accept a trial transfer or promotion shall not exceed thirty (30) calendar days unless extended up to an additional thirty (30) calendar days by the supervisor. The employee who fails to reach competency within this timeframe will be transferred back to their former position.
- B. Any unit member may apply for posted vacancies. To be considered for transfer to a vacancy, an employee must apply in writing to the Human Resources Office, following the requirements of the posting. Sometimes, jobs are first posted for internal applicants only and then, when insufficient in-house candidates are available, is subsequently posted for external candidates whereas in other cases, the posting permits both internal and external candidates to apply simultaneously. In the event a job is first posted internally only and a bargaining unit member (in house candidate) fails to apply for the job but then subsequently applies when the job is posted externally, the in house candidate will be treated as any other external candidate.

An employee who has accepted a transfer or promotion is not eligible to apply for bargaining unit vacancies for a period of twelve (12) months following date of transfer or promotion unless mutually agreed otherwise by the College and the Union.

- C. When filling a vacancy, the College agrees to consider background, attainments, skills, and other relevant factors. The College may also consider the contents of the employee's personnel file. All other factors being equal, bargaining unit seniority shall be the determining factor. In the event no qualified employee bids on the vacancy, the College may fill the vacancy from outside the College. The decision of the College as to the filling of such vacancies shall, however, be final. In assessing candidates (whether for transfer or promotion), the following skill proficiencies may apply:

Skill Proficiency:

1. The Human Resources Office will administer all tests involving Secretarial/Clerical skills.
 2. Applicants may be required to demonstrate skill levels through job-related testing. No re-testing of entry level skills will be required, although additional tests may be required for a position. Provided the score on the test other than an entry level skill was obtained during the previous twenty-four (24) month period, the highest score on record will be used when evaluating qualifications for a position. If an employee wishes to have their keyboard proficiency assessed, that option shall be made available at least once a month or as provided by the Human Resources Office on a regular basis. Tests will be administered in accordance with current laws. The College reserves the right to modify the process from time to time as may be required by federal and state laws governing same.
 3. Standardized objective tests will be administered to assess shorthand skill level.
- D. **Test Results:** Bargaining unit members who are applicants may request copies of their individual test results. Copies of the tests and test results will be available for a maximum of

sixty (60) calendar days from the date the test is taken. Upon request, the Unit Chairperson will be provided with a list of persons of who took the tests and their scores.

- E. **Transfers** are defined as movement to another position of the same grade or to a lower grade than the one in which the employee is currently working.
- F. **Promotions** are defined as movement to a position in a higher grade than the one in which the unit member is currently employed.
- G. **Movement to New Position:** Any unit member selected for transfer or promotion shall assume the duties of the new job within fifteen (15) calendar days after being selected. The College's Senior Human Resources Manager may extend the above time limit for an additional seven (7) calendar days to meet the needs of the College.
- H. **Probationary Period for Transfer/Promotion:** An employee who has been transferred or promoted will be on probation in the new position for thirty (30) calendar days with a possible thirty (30) day extension by the supervisor. Employees who fail to meet the requirements of the new job will be transferred back to their former position.

ARTICLE 10 LAYOFF & RECALL

A. Layoffs in this Bargaining Unit:

1. In the event of layoffs, the College shall determine the positions to be eliminated.
2. Any unit member whose services are to be terminated because of reduction of staff shall be notified in writing by the College at least thirty (30) calendar days in advance of the termination.
3. Employees whose positions have been eliminated must first bump into vacancies in their grade, provided the College has determined that the vacancy is to be filled. If no vacancy is available at the employee's grade, he/she shall be entitled to displace the least senior employees in his/her grade or any lower grade, provided such employee is qualified and has more bargaining unit seniority than the employee being displaced.
4. The Unit Chairperson, Unit Vice-Chairperson, and Unit Recording Secretary shall have top seniority for purposes of layoff and recall only, provided they can perform the work available.
5. An employee whose position has been eliminated and has no regular unit position to bump into is entitled to displace temporary employees described in Article 9, Section A.2, provided such employee is qualified and has exhausted bumping rights under Section A.3 above. Such displacement will not affect the temporary status or length of the temporary position, however, in such circumstances, the displaced employee shall maintain their unit status during such assignments. Following the end of such assignments, the employee will be placed on lay-off and recalled as described below.
6. Employees who have been laid off will be placed on the Recall List by bargaining unit seniority.

B. Recall to this Bargaining Unit:

1. No job shall be filled, except in case of emergency on a temporary basis, as long as any employee entitled to be recalled is laid off.
2. Employees last laid off will be the first to be recalled to jobs from which they were laid off or to other jobs for which they are qualified in their grade or a lower grade.
3. Notice of Recall shall be given to the employee entitled to be recalled by certified mail, return receipt requested, at the last address of the employee recorded at the Human Resources Office. The employee shall report to work no later than ten (10) working days after mailing of notice.
4. Once recalled, the employee is removed from the recall list. An employee who refuses recall forfeits his/her recall rights.
5. Employees shall have the right to recall for three (3) years following the effective date of layoff.

- C. **Former Bargaining Unit Member who Transfers to Another College Bargaining Unit or Employee Group:** In the event an employee transfers out of the bargaining unit, their bargaining unit seniority shall be frozen at the time of transfer and will then decrease by the amount of time the employee has been out of the bargaining unit but remains an active employee of the College.

In the event of lay-off from the new bargaining unit or employee group, the transferred employee may return to the Bargaining Unit utilizing their adjusted/reduced bargaining unit seniority as follows:

1. First, providing they are qualified for the position, they must accept transfer into any vacant position which is equal to or lower than their former grade, OR:
2. If a vacant position is not available, they may displace the least senior employee in the Bargaining unit in a grade equal to or lower than the grade held at the time they left the unit, providing they are qualified for the position.

ARTICLE 11 SEPARATIONS

- A. The term “separation” in this Article refers to any type of termination of employment with the College. In each of the types of separation described below, the employee forfeits all rights under this Agreement except for payment of accrued vacation and compensatory time or as otherwise explicitly stated below.
- B. **Resignation:**
1. All unit members shall give written notice of intention to resign at least fourteen (14) days prior to effective date thereof. Such notice shall be provided to both the supervisor and the Human Resources Office.
 2. The employment of any unit member who is absent for three (3) consecutive work days and fails to make a report of his/her absence to his/her immediate supervisor is terminated as a voluntary resignation.
- C. **Retirement:** Upon retirement (i.e., separating employment voluntarily and satisfying the requirements for a regular or deferred retirement under MPSERS), in addition to payment of unused vacation and compensatory time:
1. Any employee who retires prior to attaining age sixty-two (62) shall be paid for accumulated unused sick leave as follows:
 - a. One (1) to sixty (60) days inclusive – full straight-time daily rate.
 - b. Sixty-one (61) to one hundred eighty (180) days inclusive – one-half (1/2) straight-time daily rate.
 - c. All days in excess of one hundred eighty (180) days shall be forfeited.
 2. Any employee who retires after attaining age sixty-two (62) shall be paid for accumulated unused sick leave as follows:
 - a. One (1) to sixty (60) days inclusive – forty-five (\$45.00) dollars per day.
 - b. Sixty-one (61) to one hundred eighty (180) days inclusive – twenty-two dollars and fifty cents (\$22.50) per day.
 - c. All days in excess of one hundred eighty (180) days shall be forfeited.
 3. **Post-Retirement Benefits:** Full-time bargaining unit members who:
 - a. Meet the requirements for a regular or deferred retirement under MPSERS; and
 - b. Have given the College the equivalent of ten (10) years of continuous full-time service

Will be provided the following benefits:

- a. Use of the faculty/staff parking ramp
- b. Free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees)
- c. Use of the Mott College Library
- d. Inclusion on mailing lists related to activities at the College if requested by the retiree.

Dependents (as defined by the Internal Revenue Service) of full-time 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).

- D. **Termination During Probation:** The unit member whose performance is unsatisfactory during the probationary period may be dismissed at the will of the College.
- E. **Discharge:** A discharge is a disciplinary separation.
- F. **Non-Disciplinary Terminations:** Separation may occur for non-disciplinary reasons (for example, medical inability to perform job).
- G. **Death:** If an employee dies while employed by the College, and is eligible for a regular retirement (see table below), his/her beneficiary shall be entitled to be paid for the employee's unused sick and emergency leave, which may include converted personal business leave (see Article 14, Section B.4). The unused sick and emergency leave will be paid using the same schedule in Section C above, provided the employee was eligible for retirement under the plan they were in at the time of their death. See the table below for eligibility rules for regular retirement under MPSERS.

MPSERS Basic Employees	MPSERS MIP 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 30 years of full-time equated service credit.	Any age with at least 30 years of full-time equated service credit.

All unused vacation and compensatory time shall be paid to the employee's beneficiary.

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.

Tuition Waiver: 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 full-time bargaining unit members who die while employed, provided the employee has given the College the equivalent of ten years of continuous full-time service.

ARTICLE 12 COMPENSATION

- A. **Salary Schedules:** The unit member Salary Schedules are set forth in Appendix F of this Agreement.
- B. **Salary Administration:**
1. **Step Increases:** Step increases are merit increases and employees are not eligible for a step increase if their supervisor has documented that the employee's overall performance is unsatisfactory and/or does not warrant a step increase. All step increases will be made at July 1.
 2. **Step Increases for Less than Full-time Employees:** To be eligible for a step increase, a less than full-time employee must have worked the same number of hours as a full-time employee (2,080 hours for each step advancement).
 3. **Promotions:** Employees who are promoted within the bargaining unit will be placed on the lowest step in the new range which provides them an increase of at least five (5) percent, except that an employee will not be paid in excess of the top of the new pay grade. For example, an employee earning \$20,000 would be placed on the step in the new pay range equal to \$21,000 or, if there is not a step paying \$21,000, to the first step immediately greater than \$21,000. If that step is not the maximum of the pay range, he/she shall proceed on the schedule annually, if his/her performance merits it, until the maximum of the pay range is reached.
 4. **Movement to Lower or Same Grade:** If an employee is transferred to a position in a lower or the same grade, he/she shall transfer at the same step in the lower or same classification as in the previous position and receive increments on the same date as before such appointment.
 5. **Reclassification:** An employee whose position within the bargaining unit is reclassified upward will be placed on the lowest step in the new range which provides them an increase of at least five (5) percent, except that an employee will not be paid in excess of the top of the new pay grade. For example, an employee earning \$20,000 would be placed on the step in the new pay range equal to \$21,000 or, if there is not a step paying \$21,000, to the first step immediately greater than \$21,000.

C. **Longevity:**

1. A service allowance, to start after ten (10) years of continuous full-time service to the College, shall be paid as follows:

<u>Years of Service</u>	<u>Amount per Year</u>
After the accumulation of 10 years through 14 years	\$429
After the accumulation of 14 years through 19 years	\$533
After the accumulation of 19 years through 22 years	\$637
After the accumulation of 22 years	\$741

2. Longevity will be paid to employees during the month of December based on each employee's continuous service as of December 1.
3. Unpaid leave time does not count toward longevity service credit.
4. **Less than Full-time Employees:** To be eligible for longevity and longevity increases, a less than full-time employee must have worked the same number of hours as a full-time employee (20,800 hours for example) to be eligible for the first longevity step).

D. **Mileage Reimbursement:** Any unit member shall be reimbursed for miles traveled for College business in accordance with the current College travel regulations at that time, subject to their supervisor's approval.

E. **Overtime:** All hours worked in excess of forty (40) in the standard work week, and all hours worked during a paid holiday shall be paid at the rate of one and one-half (1½) times the basic hourly rates for all members except as provided in Article 7, Section G.2. All overtime worked must be scheduled and have prior approval of the immediate supervisor. Paid leave time shall be counted as work time in determining eligibility for overtime.

F. **Opportunity to Bid on Extra Work Assignments:** Overtime opportunities will be made available to departmental employees first. In addition, employees from outside the department may be utilized for planned or anticipated overtime assignments as follows:

The following procedure is applicable only to overtime opportunities known two or more weeks in advance. Employees who wish to work overtime in another department in their grade or a lower grade must first obtain the approval of their supervisor to place their name on the overtime list in the other department. It is understood that such assignments are for work outside of the employee's regular shift (i.e., they must perform their own regular duties prior to working any overtime offered under this section and overtime is paid only in the event the employee satisfies the regular requirement for overtime). They must then contact the supervisor where they wish to work ninety (90) calendar days in advance of his/her first overtime opportunity. This 90 day notice provides the opportunity to be trained to perform the overtime duties. Training will be performed outside of the employee's regular hours and

will not be compensated. As soon as the supervisor determines that the employee is qualified to perform overtime work, his/her name will be placed on the supervisor's overtime bid list.

When planned or anticipated overtime needs cannot be filled by departmental employees, non-departmental employees who have qualified themselves following the procedures above will be contacted in bargaining unit seniority order to bid on the overtime opportunities; when such contact is made, they will be informed whether the work is to be compensated with pay or with comp time. If all persons who have qualified themselves refuse the opportunity, the College may either assign the work to such persons in rotational order beginning with the lowest bargaining unit seniority person on the list or may use non-bargaining unit personnel for the overtime need. Bargaining unit personnel who refuse the overtime opportunity twice in a six (6) month period will be removed from the bid list and are ineligible to re-qualify themselves for the list for a period of twelve (12) months. Employees may remove themselves from the list at any time with three (3) weeks advance written notice to the supervisor in the area where they are on the bid list; in such event, the employee is ineligible to re-qualify themselves for the list for a period of twelve (12) months.

Nothing in this procedure shall serve to limit management's right to assign staff to tasks/assignments within their classification. When making such involuntary assignments, a specific available employee may be asked to perform the work. If they object, the work will be assigned to the least senior employee who is available for the work.

- G. **Compensatory Time**: Overtime may be paid in cash or taken as compensatory time in an amount one and one-half (1½) times the overtime hours worked in conformity with Federal and State law, at the choice of the employee. All employees will be allowed to accrue up to 100 overtime hours of work or 150 hours of compensatory time. All additional overtime hours of work shall be paid overtime compensation. Upon termination, unused accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. The use of accrued compensatory time must be scheduled and have prior approval of the immediate supervisor.

All requests to use accrued compensatory time shall be in writing, and such requests shall be permitted if the use of the time does not unduly disrupt the operation of the department. In no event will the request to use compensatory time be postponed for more than thirty (30) working days.

- H. **Shift Premium**: Full-time employees scheduled for work five or more days in a week are eligible for shift differential. A shift differential of fifteen cents per hour will be paid to such full-time bargaining unit members for each hour worked during a day when their shift begins at 10:00 a.m. or later and extends beyond 5:00 p.m. Shift differential is not paid in cases where the work schedule is adjusted at the employee's request (for example, flex time).
- I. **Working in Higher Classification**: Unit members who are temporarily assigned the responsibility of a higher classification in the bargaining unit for six or more consecutive working days shall receive the beginning rate of the higher classification retroactively to the first day; or if this does not provide a salary increase, he/she shall be placed on the step which will guarantee a minimum of a five (5) percent salary increase during that period of time. This increase is paid only when the replacement employee is actually working in the higher classification.

- J. **Attendance Bonus:** Full and less than full-time bargaining unit members who have not used any sick and emergency leave time or had unpaid time from July 1 through December 31, and have worked at least three (3) months during this period, shall receive a bonus payment of one-hundred (\$100.00) dollars, paid in January.

Full and less than full-time bargaining unit members who have not used any sick and emergency leave time or had unpaid time from January 1 through June 30 and have worked at least three (3) months during this period shall receive a bonus payment of one-hundred (\$100.00) dollars, paid in July.

Employees who have qualified for the one hundred dollar (\$100.00) bonus payments for the July 1 through December 31 and the January 1 through June 30 periods shall receive an additional payment of one-hundred dollars (\$100.00), paid in July.

Bonuses shall be paid by the second (2nd) pay of July and January and shall not exceed three-hundred dollars (\$300.00) per fiscal year.

Donated sick leave shall not be counted as time used by the donating employee for purposes of determining eligibility for payment of the attendance bonus.

- K. If facts indicate Union has been treated inequitably on total comp, will be processed in JLM.

ARTICLE 13
BENEFITS: INSURANCE

- A. **Group Life Insurance:** The College shall provide, without cost to each full and less than full-time bargaining unit member, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$23,000 upon death and, in the event of accidental death, a sum of \$46,000. No other employees shall be entitled to this benefit.
- B. **Hospitalization and Medical Insurance:** Full-time employees may choose one of the following two (2) insurance options for the full-time employee and their eligible dependents or they may choose cash in lieu of insurance (see section D below):
1. **Insurance Options and Premium Contributions:**
 - a. Effective 7/1/09, employees may choose between CBT PPO and Health Plus HMO. An open enrollment will be held prior to 7/1/09 to enable implementation on this same date. 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.
 - b. Effective 7/1/10, employees who choose the PPO or HMO are required to pay, through payroll deduction, a portion of premium regardless of the health plan chosen by the employee. The portion of premium paid per pay period (every other week) is:
 - Single: \$0
 - Couple: \$10
 - Family: \$15
 - c. Effective 7/1/09, employees who choose Health Plus must pay, in addition to the portion of premium described above, the difference between the FY 08-09 CBT premium and the Health Plus premium. The premium differential is recalculated annually effective July 1 based on the then current Health Plus premium and the FY 08-09 CBT premium. Payment of this additional portion of premium is effectuated through bi-weekly payroll deduction.
 - d. Effective 7/1/2010, the drug co pay for CBT will be increased to \$10/20.
 - e. Employees who choose the CBT PPO option will not, for the duration of this Agreement, be required to pay for the health premium other than the payment described in section b above.
 2. The Employer will not change medical plan coverage during the term of the agreement unless the Union and College mutually agree.
 3. 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.
 4. **Less than Full-time Employees:** Less than full-time employees who elect health insurance coverage from the two available options must, in addition to the premium

contributions required of full-time employees, pay a pro-rated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time employee's portion of the premium may be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes and/or when the premium rate changes for the rest of the bargaining unit. (See Article 16, Section C for benefit eligibility factor calculation rules).

- C. **Health Insurance Task Force:** The College will assemble a task force of two 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.
- D. **Cash in Lieu of Health Insurance:** 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 \$300 per month for every month they are considered eligible. The \$300 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. No other employees shall be entitled to this benefit including less than full-time unit members.
- E. **Dental Insurance:** The cost of dental benefits is fully paid by the College for full-time bargaining unit members and their eligible dependents, up to age 25 as defined by the IRS. Less than full-time staff members who elect dental coverage must pay a pro-rated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time member's portion of the premium may be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes, and/or when the premium rate changes for the rest of the bargaining unit. (See Article 16, Section C for benefit eligibility factor calculation rules.)

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 maximum lifetime benefit of \$1,300 for covered individuals up to age 19.

- F. **Vision Coverage:** The College provides vision coverage for full-time employees and their eligible dependents, up to age 25 as defined by the IRS.

Less than full-time staff members who elect vision coverage must pay a pro-rated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time member's portion of the premium may be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes, and/or when the premium rate changes for the rest of the bargaining unit. (See Article 16, Section C for benefit eligibility factor calculation rules.)

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 reimbursement once per calendar year.

- G. **Less than Full-time Employees:** Less than full-time employees' portion of the cost of benefits shall be payroll deducted. When affected less than full-time employees complete the open enrollment election form (provided by the Human Resources Office at the time of enrollment), they authorize the automatic payroll deduction of their portion of the cost of benefits.

ARTICLE 14
BENEFITS: PAID TIME OFF

A. Vacation:

1. Accrual Rate: Full-time employees receive vacation on a monthly basis as follows:
 - a. Employees with less than five (5) years of service shall accrue vacation time at the rate of six and two-thirds (6 2/3) hours per month.
 - b. After the completion of five (5) years of service with the College, an additional forty (40) hours of vacation will be credited to the employee during the anniversary month of employment, and the vacation allowance for that month and succeeding months will be computed at the rate of ten (10) hours per month.
 - c. After the completion of ten (10) years of service with the College, an additional forty (40) hours of vacation will be credited to the employee during the anniversary month of employment, and vacation allowance for that month and succeeding months will be computed at the rate of thirteen and one-third (13 1/3) hours credit per month.
2. New Hire Calculation: Vacation credit for new employees shall accrue from the date of employment. A full-time employee beginning work on or before the fifteenth (15th) of any month shall be credited with vacation allowance of six and two-thirds (6 2/3) hours for that month. If work is begun on the sixteenth (16th) or after, no credit will be given for that month.
3. Partial Month Worked: An employee in an unpaid status on the 15th of the month does not receive any vacation credit for that month.
4. Maximum Accumulation: Although the accumulation of vacation is limited to two times the number of hours an employee is eligible to earn during the year, these limits are not applied until September 30 of each year. Therefore, as new accruals are posted each month, the employee's bank may exceed the ceiling until September 30, at which time any hours in excess of the ceiling are automatically forfeited. The college will notify each employee of the cut off process during the month of April each year.

For example, the ceiling would be 320 hours for an employee with more than ten years of service ($13.33 \times 12 = 160 \times 2 = 320$). If the employee has a balance of 310 hours in their vacation bank when the monthly accrual (13.33 hours) is posted on September 16, the new balance will be 323.33. On September 30, if no time has been used and the balance is still 323.33, the bank will be reduced by 3.33 hours to comply with the 320-hour limit.

5. Less than full-time employees: Less than full-time employees will receive pro-rated vacation hours based on their benefit eligibility factor except that employees who are not scheduled to work 4 or more consecutive weeks are ineligible for vacation.

EXAMPLE:

During your first year of employment as a less than full-time employee, your benefit eligibility factor is 0.60. (See Article 16, Section C for benefit eligibility factor calculation rules). Your monthly accrual rate would be 4 hours (.6 X 6.67).

An increase in vacation eligibility is based on years of completed service. Less than full-time employees must complete the same number of hours as full-time employees to be eligible for additional vacation. The table below shows the total hours needed to advance to the next accrual rate.

SCHEDULE

YEARS OF SERVICE (For Full-Time) (a)	EQUIVALENT TOTAL HOURS OF SERVICE (For Less than Full-Time) (b)
Less than five (5) completed years	Up to 10,399
Five (5) completed years	10,400 - 20,799
Ten (10) completed years	20,800 and over

EXAMPLE:

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

- 6. Requests for vacation shall be made at least ten (10) working days prior to the date on which the paid absence is to commence.

B. Personal Business:

- 1. Five (5) days of paid personal leave shall be granted annually to each full-time employee. Less than full-time employees shall be credited with a pro-rated amount of personal business leave credits at the beginning of each fiscal year. This pro-rated amount is determined by multiplying your benefit eligibility factor by 40 (the credit for full-time employees). (See Article 16, Section C for benefit eligibility factor calculation rules.)
- 2. It is agreed that paid personal business days are provided for legitimate business, professional, and family obligations of an employee which cannot be met outside of their regularly scheduled assignment. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, dental appointments, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions.

3. Applications for paid personal business days shall, except in emergencies, be made to the immediate supervisor at least three (3) working days prior to the date of such leave on a form provided by the College.
4. Unused personal business days shall accumulate as sick leave days only.

- C. **Holidays:** Employees shall be paid for the following holidays when they fall within a work week in which the employee is regularly assigned to work:

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

When individual employees are assigned or called in to work a scheduled holiday, they shall be paid, in addition to the holiday pay, overtime pay in accordance with the provision of Article 12, Section E of this Agreement.

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

- D. **Payment to Less Than Full-time Employees for Holidays:** Less than full-time employees will be paid based on the hours they are regularly scheduled to work when the College closes to observe a holiday.

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

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

- F. **Emergency Leave:** Sick leave (see Article 15) may be used for emergencies defined in Section 3 below

1. Documentation: A Departmental Approval and Data Entry Form shall be completed by the employee and submitted to the employee's immediate supervisor for his/her approval immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.
 2. Definition of Immediate Family: As used in the listing below, immediate family includes: 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, first cousin and persons where the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such equivalent relationships include a roommate, a distant relative who has been closer to the employee than the relationship implies, a fiancé(e), etc.
 3. Types of Emergencies:
 - a. Death: Absence due to the death of a member of the immediate family for a period not to exceed five (5) working days.
 - b. Illness: Absence due to quarantine or absence due to serious illness for immediate family for a period not to exceed five (5) working days.
 - c. Illness Followed by Death: When serious illness of a member of the family is immediately followed by death, the total leave may be extended to a period not to exceed eight (8) working days.
 - d. Court: Not more than one (1) day shall be allowed for each required court appearance as evidenced by subpoena or court summons submitted to the immediate supervisor. Provided that the subpoena or court summons is connected with school business, no leave shall be charged against the employee.
 - e. Catastrophe: Not more than one (1) day shall be allowed for each catastrophe, such as fire, flood, tornado, and accidents involving personal injuries.
 - f. Religious Observance: Not more than two (2) days of paid sick and emergency leave shall be allowed annually for religious observance.
 - g. Other hardship emergencies not defined in this section.
- G. **Jury Duty and Court Service**: When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and he/she shall be given an approved absence with pay. All juror's fees (except for mileage allowance received by the employee) shall be paid to the College. This time shall not be charged to the employee's Sick and Emergency Leave, but should be charged to the Miscellaneous Leave Bank under the Jury Duty – Paid (PDJD) comment code.

When an employee is subpoenaed to serve as a witness in a court action involving the College or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees paid to the employee as a result of such court service shall be paid by the employee to the College.

ARTICLE 15
BENEFITS: SICK & DISABILITY

A. Sick Leave:

1. Twelve (12) days of combined sick and emergency leave shall be credited to full-time bargaining unit members on July 1 of each year except as noted in Section 2 below.

Less than full-time employees shall be credited with a pro-rated amount of sick and emergency leave credits at the beginning of each fiscal year. This pro-rated amount is determined by multiplying your benefit eligibility factor by 96 (the sick and emergency leave credit for full-time employees). (See Article 16, Section C for benefit eligibility factor calculation rules.)

2. Pro-ration for New Hires during First Twelve Months of Employment: Since sick and emergency leave is ordinarily credited on July 1, the following procedures will apply to new hires who begin work after July 15:

During the first fiscal year of employment, employees will be credited with a pro-rated amount of the sick and emergency leave outlined in 1 above. This pro-ration is based on the remaining number of months in the fiscal year, as explained more fully in the examples below. Any employee beginning work on or after the sixteenth (16th) of the month will not receive credit for that month. Similarly, employees must have worked through and including the 15th of the month to receive sick and emergency leave credit for that month.

3. On the first of July following the new employee's date of hire, sick and emergency leave will be credited as provided above.
4. Employees who separate from employment during the first twelve (12) months of employment and who use sick and emergency leave time in excess of the equivalent monthly accrual rate as described in Section 2 above shall have such excess time deducted from their final paycheck and/or accumulated vacation credit as explained more fully in the examples below:

A similar pro-ration based on benefit eligibility factor will be made for less than full-time employees who begin their initial term of employment at a time other than the beginning of the fiscal year.

Temporaries and employees working less than one-half (1/2) time shall not be eligible for sick and emergency leave.

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

Accumulated sick and emergency leave days shall be used only for personal illness, emergencies as provided in Article 16, Section F and for donations as provided in Section B below.

5. Each employee on a less than fifty-two (52) week basis other than first (1st) year employees shall be allowed to use his/her sick and emergency leave days for personal illness or emergency as of the first day of his/her employment year even though he/she is not able to report for duty on the first day of his/her employment year, provided that:
6. An employee claiming personal illness may be required to submit a physician's written statement after five (5) working days of absence indicating the nature and duration of the illness before being entitled to additional sick pay. In cases where an employee frequently claims personal illness, a medical examination may be required by the College.
7. Upon an employee's return to work after an illness of more than five (5) working days duration, a statement shall be submitted to the immediate supervisor from the doctor certifying that the employee is capable of returning to work.
8. No bargaining unit member shall forfeit his/her balance of accumulated leave days during approved leave of absence periods but will not accrue sick or emergency leave while on leave. However, employees may use appropriate leave accumulations depending on the nature of the leave.
9. An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the College shall be covered by Worker's Compensation Act.

B. Sick Leave Donations:

1. Full-time bargaining unit members may transfer sick leave days to another full-time employee in the bargaining unit who is on an extended absence due to illness or injury and who has exhausted all accrued paid leaves. The transfer of days cannot reduce the balance of sick leave days available to the donating employee below forty-two (42) days.
2. Full-time bargaining unit members who are absent due to illness or injury and who have exhausted all accrued paid leaves may notify, or cause the Human Resources Office to be notified, of their desire to have sick leave days donated to them. The Human Resources Office will notify all full-time bargaining unit members of the opportunity to make donations of sick leave days.
3. Full-time bargaining unit members who wish to donate sick leave days must notify the Human Resources Office in writing, and the transfer of days will be implemented by the Human Resources Office.
4. The employee who is receiving the donated days must have been on either a paid or unpaid leave status due to illness or injury for at least two (2) weeks to be eligible for a donation of time; donated time cannot be applied to this two (2) week waiting period. The total number of sick leave days transferred cannot exceed the waiting period for disability.
5. The donation of sick leave shall not be counted as time used by the donating employee for purposes of determining eligibility for the bonus provided in Article 12, Section J.

- C. **Disability Insurance**: The College shall provide, at its own expense, disability insurance for each full and less than full-time unit member. No other employees are entitled to this benefit. The disability insurance shall pay benefits of sixty percent (60%) of regular weekly salary with a maximum of three hundred dollars (\$300.00) with benefits starting after thirty (30) working days for an accident or a sickness. Benefits will be paid for a maximum period of five (5) years, or to age 70 (whichever is earlier), in accordance with government rules on age discrimination, and only during an employee's regularly scheduled working year. An employee's accumulated sick leave must be used during the waiting period prior to drawing disability insurance. After the waiting period, if any sick days remain, they shall be banked and re-credited when the employee returns to work. The College shall continue to pay the premium or portion of premium (in the case of less than full-time employees) for the employee's health insurance during the first six (6) months of a disability.
- D. **Disability Related to Maternity** shall be treated as any other medical disability.
- E. **Employer Provided Disability 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 provided the following benefits:
1. Use of the faculty/staff parking ramp
 2. Free course tuition for credit and non-credit courses at the College (with provision for waiver identical to active employees)
 3. Use of the Mott College Library
 4. 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 full time 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).

ARTICLE 16
BENEFITS: OTHER

A. Professional Development:

1. Tuition Waiver: In the absence of a state directive or prohibitive legislation, the Employer will provide an educational grant fund. The grant will be limited to an amount equivalent to tuition and related service fees for Mott College credit and non-credit courses for regularly assigned full-time employees, their spouse, and dependent children (up to age twenty-five [25]) as defined by the Internal Revenue code of the United States.

Less than full-time employees receive a pro-rated amount based on their benefit eligibility factor in effect at the time of class enrollment each semester. (See Article 16, Section C for benefit eligibility factor calculation rules.)

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

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.

2. Tuition Reimbursement: All non-probationary employees (Full-time and less than full-time) bargaining unit members are eligible to request tuition reimbursement.

a. Reimbursement Periods: There will be two reimbursement periods per fiscal year. The first reimbursement period will be July 1 through December 31 and the second reimbursement period will be January 1 through June 30.

b. Reimbursement Amounts and Limitations:

Each fiscal year, the Administrative Support Tuition Reimbursement Account will be credited with \$5,000. Funds will be reimbursed on a first come/first serve basis as follows:

1. Tuition: Full-Time Employees are eligible to be reimbursed up to a maximum of \$450 per reimbursement period for college credit courses taken at accredited four-year institutions of higher learning, provided a grade of “C” or better is earned in undergraduate classes and “B” or better is earned in graduate classes. Classes must be completed during the reimbursement period in which the funds are being requested. Additional expenses, such as books and other supplies related to the class, are not eligible for reimbursement. The reimbursement will be charged to the fiscal year in which the class was completed.

Less than full-time employees receive a pro-rated amount based on their benefit eligibility factor in effect at the time of the class enrollment. (See Section C below for benefit eligibility factor calculation rules).

2. Conferences/Seminars: With the approval of the immediate supervisor, these funds may be utilized to attend work-related conferences and seminars designed to improve knowledge, skills or abilities of the employee. These funds will be used to supplement, not replace, departmental or divisional funds. Any reimbursements for conferences/seminars will be deducted from the employee’s maximum annual tuition reimbursement amount.

3. Maximum Annual Reimbursement Amount: The maximum reimbursement is \$900 per fiscal year per employee (which includes reimbursement for tuition and/or conferences/seminars). In no case, will the reimbursement exceed the employee’s total out-of-pocket costs.

c. Reimbursement Process: The proper reimbursement form must be submitted to Human Resources.

1. Tuition Reimbursement Form: This form must be submitted to the Human Resources Office along with proof of payment, a final grade report and other required documentation listed on the form. The reimbursement request can be submitted at any time during the reimbursement period. However, failure to submit this form within 30 days from the end of the reimbursement period will result in denial of reimbursement. (Appendix J)

Employees are permitted to request reimbursement for tuition once per reimbursement period. This request must include **all** of the expenses for that reimbursement period. At no time will an employee be permitted to turn in more

than one tuition reimbursement request per reimbursement period or add documentation to their request.

2. **Conference/Seminar Reimbursement Form:** This form must be submitted within 30 days of attendance at the conference/seminar with all relevant billing statements, receipts and travel request/expense forms attached. The immediate supervisor must complete and sign his/her section of the form prior to submission to Human Resources. Failure to submit this form within 30 days of attendance at the conference/seminar will result in denial of reimbursement. (Appendix K)

d. **General Information**

1. Funds remaining at the end of the fiscal year will be distributed to employees who have outstanding balances from the two reimbursement periods. No other receipts will be accepted during the final reimbursement period. The payout of unexpended funds will be prorated, based on each employee's unmet expenses and their employment status.
2. Employees shall not be reimbursed for expenses that are covered by other sources, such as grants, scholarships, or other reimbursement provisions. Total reimbursement from all sources shall not exceed the total actual expense or the employee's total out-of-pocket cost.
3. Unused funds will not roll over into the next fiscal year.
4. Reimbursement will follow standard College reimbursement policies.

B. **Parking:** The College shall continue to provide free parking space for all unit members.

C. **Benefit Eligibility for Less than Full-time Employees:** Less than full-time employees receive proportional benefits based on their benefit eligibility factor, which is determined by using one of the following calculations:

1. **Benefit Eligibility Factor as of the Effective Date of Less than Full-time Employment:** Because the less than full-time employee has not yet worked, the initial benefit eligibility factor is an estimate. This is determined by multiplying the number of hours per week the employee is scheduled to work by the number of weeks scheduled to work, and dividing the total by 2080 (the total number of hours a full-time employee works). This estimated benefit eligibility factor will continue to be used until the less than full-time employee has worked a full fiscal year.
2. **Benefit Eligibility Factor as of July 1 after first full Fiscal Year:** The benefit eligibility factor for less than full-time employees is recalculated at the beginning of each fiscal year after a full fiscal year has been worked. This is determined by dividing the total number of hours actually worked during the previous fiscal year and dividing the total by 2080 (the total number of hours a full-time employee works).

EXAMPLE:

As a less than full-time employee, you worked a total of 1352 hours between July 1, 1999 and June 30, 2000. The benefit eligibility factor is determined by dividing 1352 by 2080. Your benefit eligibility factor for the fiscal year beginning July 1, 2000 is 0.65.

D. **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 \$3,000 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 \$5,000 annually to pay for dependent care expenses. Funds forfeited by employees in their individual flexible spending accounts at year end will be utilized by the College to offset benefit costs in the subsequent year.

E. **Supplemental Insurances**

1. 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.
2. 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.
3. Disputes Related to Supplemental Insurances: Any and all transactions and disputes concerning supplemental insurance described in this Article 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 17
UNPAID LEAVES OF ABSENCE

- A. **Approval of Unpaid Leave:** Leaves of absence without pay may, if requested by the employee, be approved by the College. The College reserves the right to implement unpaid leaves of absence in the event of physical or mental disability of the employee. Employees whose extended leave of absence is approved are required to deplete appropriate accumulated leave banks at the beginning of their leave. (Sick leave can only be used for illness or emergency as shown in Article 14, Section F). Leaves of absence will not be granted to employees who cannot continue to perform their job due to relocation or where the purpose of the leave is to seek or perform work elsewhere.
- B. **Eligibility for Leave of Absence:** Employees are not eligible for a leave of absence until they have completed their initial probationary period in this bargaining unit.
- C. **Requests for Leave:** Except in emergencies or herein otherwise provided, an employee desiring unpaid leave of absence shall request it from his/her supervisor at least twenty (20) calendar days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) days. Requests for leaves of absence of fourteen (14) days or less shall be made by the employee at least ten (10) calendar days prior to the date on which leave is to commence except as herein otherwise provided. The supervisor shall forward the request to the Human Resources Office, indicating his/her approval or disapproval. All requests for leave of absence and all dispositions thereof shall be in writing.
- D. **Length of Leave:** In all cases, the first leave of absence granted for unit members shall not exceed a six (6) month period but may be extended by the College for two (2) additional six (6) month periods. Such leaves shall not be extended beyond eighteen (18) months except by special action by the College.
- E. **Advance Notice of Return from Leave:** An employee on leave for at least six (6) months shall be required to notify the Human Resources Office in writing not less than sixty (60) days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.
- F. **Reemployment After Leave:** Employees shall return to their former position and classification:
1. Upon return from paid leaves of absence.
 2. Upon return from a worker's compensation absence of one (1) year or less of duration.
 3. Following absence due to personal illness (including pregnancy) of three (3) months or less.

Employees shall be given the first opportunity for employment in a position for which they are qualified provided no other bargaining unit employee with more seniority applies for such position and is qualified:

1. Upon return from unpaid leave of absence.
2. Upon return from a worker's compensation absence of more than one (1) year.
3. Following absence due to personal illness (including pregnancy) of more than three (3) months.

G. Types of Leave without Pay

1. **Child Care**: An employee may request a child care leave. The employee shall declare his/her intended return date at the commencement of the leave. Any deviation from the declared date must have the approval of the Human Resources Office.
2. **Family/Personal**: Leaves of Absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
3. **Health**: When an employee is ill and has used all of his/her sick and emergency leave up to the number of days required in the long term disability waiting period as in Article 15, Section C, he/she will be placed on an unpaid leave of absence in accordance with Section A of this Article.
4. **Military**: Leave for military service will be granted in accordance with the requirements of state and federal law. An employee in the Uniformed Services who is called to active duty during his/her regularly assigned work year, shall be paid the difference between his/her straight time daily rate, exclusive of shift differential, and the base pay and allowances provided by the Uniformed Service for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Human Resources a letter from his/her immediate Uniformed Services supervisor stating the period of active duty and the allowance paid to the employee for such service. Such payment shall not be charged against the employee's sick and emergency leave allowance.
5. **Religious Observances**: Personal leave shall be granted for the observance of traditional and customary religious holidays. Such holidays shall be interpreted as days when the staff member traditionally engages in religious activities. Three (3) days annually shall be the maximum allowed for this observance (including the two [2] paid days allowable from accumulated sick and emergency leave days). (Refer to Article 14, Section F.3.f).
6. **Study**: An employee who has been on leave of absence for study and has extended the leave the additional two (2) six (6) month periods, cannot be granted another leave of absence for study until he/she has worked for a minimum of six (6) months after returning from the previous leave of absence.
7. **Union**: Unpaid leave of absence for Union business shall be granted for not less than one (1) month and not more than one (1) year per employee, upon written application to the Human Resources Office; provided that no more than one (1) employee be absent on Union leave at any one time. Upon written request, a one (1) year extension may be granted by the President. The President may also grant an additional Union leave to another employee if the situation warrants it.

H. Effect of Unpaid Leave on Compensation, Benefits and Seniority: Employees are not eligible for, and do not accrue, compensation, benefits or seniority during an unpaid leave of absence except as follows:

1. **Military Leave of Absence**: As required by law.

2. Study Leave: An experience increment may be recommended by the immediate supervisor, subject to approval by the Human Resources Office, for employees who are on an approved leave for study.
3. Sick & Emergency: The number of sick leave hours that an employee has accumulated before their leave of absence shall be reinstated upon return from leave of absence.
4. Seniority: Seniority shall accrue during all paid leaves, Worker's Compensation leaves of one (1) year or less, the first three (3) months of any health, maternity, or Union leave, and during the entire length of a military leave. Seniority shall not accrue during any other leave.
5. Absence Due to Health: Years-of-service credit toward the fifth (5th) and tenth (10th) year of additional vacation allowance time and the service allowance time of Longevity Pay, shall continue to accrue during the first two (2) months of any health leave, as defined in G.3 above, only.
6. Supplemental Leave to FMLA: If, during a plan year, an employee has fully utilized his/her allowance of FMLA leave and benefits for the plan year, and the employee subsequently experiences a second situation that meets the criteria for FMLA leave, then the employee shall be granted a Supplemental Leave. During the Supplemental Leave, the employee will be provided with the same benefits he/she would have received under FMLA (including College payments toward health insurance), notwithstanding the fact that the Supplemental Leave is not an FMLA leave. The employee must satisfy the same administrative obligations for the Supplemental leave that would have been followed had the occurrence been an original FMLA qualifying event.

ARTICLE 18
DISCIPLINARY PROCEDURES

- A. **Just cause:** No employee shall be reprimanded, suspended with or without pay, discharged or otherwise disciplined without just cause.
- B. **Progressive Discipline:** The College will follow a policy of progressive discipline as outlined in the table below:

1. First Offense	Oral Warning (documented)
2. Second Offense	Written Warning
3. Third Offense	Written Reprimand
4. Fourth Offense	Written Reprimand-two (2) day suspension
5. Fifth Offense	Written Reprimand-one (1) week suspension
6. Sixth Offense	Suspension with length to be determined up to discharge

- C. **Exceptions to Progressive Discipline:**
1. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal.
 2. In addition, incidents of which may accumulate within a given period of time may lead to suspension and dismissal.
 3. The employment of any unit member who is absent for three (3) consecutive work days and fails to make a report of his/her absence to his/her immediate supervisor is terminated as a voluntary resignation.
 4. It is understood, however, that nothing is intended to prevent Administration and Supervisors from bypassing the progression of "disciplinary offenses" outlined in Section B for more serious offenses subject to review through the grievance procedure.
- D. Formal disciplinary action (written notices through discharge) shall remain as an active part of the progressive disciplinary file as follows:
1. Oral warning shall remain in effect for three (3) months.
 2. Written warning shall remain in effect for six (6) months.
 3. Written reprimand shall remain in effect for twelve (12) months.
- E. **Union Representation:** In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees.
- F. Copies of warnings and reprimands will be distributed to the Human Resources Office, the affected employee, and the Union.
- G. Any unit member discharged forfeits all rights except for unused vacation and compensatory time.

ARTICLE 19
GENERAL/MISCELLANEOUS TERMS

- A. **Severability**: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable and may use the JLM for this purpose.
- B. **Entire Agreement**: This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the College and the Union, except those identified in Appendix I. All matters or subjects not herein covered have been satisfactorily adjusted, comprised, or waived by the parties for the life of this Agreement.
- C. **Waiver**: The College and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. **Term and Re-opener**: This Agreement shall remain in full force and effect without change, addition or amendment through June 30, 2012.

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, and negotiations shall commence as soon thereafter as shall be feasible.

- E. **Modifications to Agreement**: This Agreement may be modified in whole or in part only by a subsequent written agreement between and executed by the College and the Union. The waiver or breach of any term or condition of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall not constitute a precedent in the future enforcement of its terms and conditions nor shall such departure from any provisions of this Agreement by either party be construed to constitute a continuing waiver of the right to enforce such provision.
- F. **Use of Term Day or Days**: The term “day” or “days” in this Agreement refers to calendar days unless otherwise specified or otherwise obvious from the context of the text of the Agreement itself.

CHARLES STEWART MOTT COMMUNITY COLLEGE

By *M. Richard Shucik*
Its President

SERVICE EMPLOYEES' INTERNATIONAL UNION
CHARLES STEWART MOTT ADMINISTRATIVE SUPPORT UNIT OF
LOCAL 517M, AFL-CIO

By *Sarah M. Dine*
Unit Chair

**APPENDIX A
GRADE CLASSIFICATIONS**

Administrative Support Titles by Pay Grade

Updated August 12, 2010

Position Title	Grade
Administrative Assistant IV - Counseling & Student Dev	F
Administrative Assistant III - Corporate Services	E
Administrative Assistant III - Library (Testing Center)	E
Administrative Assistant III - Registration & Cashiers	E
Administrative Assistant II - Business	D
Administrative Assistant II - Career & Employment Services	D
Administrative Assistant II - Grant Development	D
Administrative Assistant II - Information Technology Services	D
Administrative Assistant II - Science & Math	D
Administrative Assistant II - Technology	D
Administrative Assistant I - Academic Operations/Planning, Research & Quality	C
Administrative Assistant I - Admissions & Recruitment	C
Administrative Assistant I - Advisement Center	C
Administrative Assistant I - Counseling & Student Development	C
Administrative Assistant I - Financial Aid	C
Administrative Assistant I - Fine Arts	C
Administrative Assistant I - Health Sciences/Special Projects	C
Administrative Assistant I - Humanities	C
Administrative Assistant I - Lapeer	C
Administrative Assistant I - Learning Center & Disability Services	C
Administrative Assistant I - Library Services	C
Administrative Assistant I - Marketing & Public Relations	C
Administrative Assistant I - Northern Tier	C
Administrative Assistant I - Office of Physical Plant	C
Administrative Assistant I - Professional Development & Experiential Learning	C
Administrative Assistant I - Public Safety	C
Administrative Assistant I - Science & Math	C
Administrative Assistant I - Southern Lakes	C
Administrative Assistant I - TRiO/Upward Bound	C
Lead Operator - Printing & Duplicating	C
Staff Assistant III - Technology	C
Cashier Generalist	B
Office Assistant II - College/Community Advancement	B

Office Assistant II - Counseling & Student Development	B
Office Assistant II - Health Sciences / Nursing Programs	B
Records & Transcripts Processor	B
Secretary II - Athletics	B
Secretary II - Business	B
Secretary II - Regional Technology Initiatives	B
Secretary II - Social Science	B
Secretary II - Social Sciences, Fine Arts & Cosmetology	B
Sr Cashier / Records Processor	B
Staff Assistant II - Career & Technical Education	B
Staff Assistant II - Continuing Education	B
Staff Assistant II - Counseling & Student Dev / Art & Transfers	B
Staff Assistant II - Library Services/Circulation	B
Staff Assistant II - Library Testing Center	B
Clerk - Admissions (Temp Title)	A
Office Assistant I - Counseling & Student Development	A
Office Assistant I - Health Sciences	A
Office Assistant I - Humanities	A
Operator - Printing & Duplicating	A
Secretary I - Southern Lakes	A
Staff Assistant I - Continuing Education	A
Staff Assistant I - Library Services / Acquisitions & Serials	A
Staff Assistant I - Mailroom	A
Staff Assistant I - Registration	A

APPENDIX B
JLM GROUND RULES

GROUND RULES
Administrative Support Unit
April 2011

1. Making Decisions

- a. Consensus. A consensus of the entire committee present at any meeting will first be attempted, to see if everyone can live with the proposed decision. If that is not possible, decisions can be made over the dissent of a maximum of one person from each side present at the meeting. If more than one person from each side dissents, there is not a decision. (One person saying “no” does get paid attention to).
- b. Decisions of the committee will be supported by everyone on the committee. No one person’s opinion will be identified outside the committee.
- c. The discussions leading to a decision are kept confidential, but the decision may be shared with the membership and management.
- d. Reconsider. Any decision may be reconsidered by consensus of the committee.
- e. Decisions of the JLM may need to be finalized by ratification by the Union or management.

2. Agenda

- a. At the end of each meeting the agenda for the next meeting will be decided.
- b. Debriefing. At the end of each meeting, the committee will provide the opportunity for any person to speak about any issue.

3. Who attends Meetings

- a. Committee members attend meetings.
- b. Replacements on the committee will be briefed jointly by one member from each side prior to their first session.
- c. Quorum: Three representatives from Management must be present, including one co-chief negotiator; three representatives for the Union must be present, including the Unit Chairperson.

- d. A resource person can attend for up to 30 minutes with 48 hours notice. Additional time may be provided with consensus of the committee. The resource person leaves after his/her presentation.

4. Meeting Agenda and Cancellation

- a. A regular schedule of monthly meetings will be established but JLM will meet only if an agenda has been determined at the prior month's meeting, or either side presents a draft problem statement or some other meeting topic one week before the scheduled meeting
- b. If no meeting topic is received within one week of the scheduled monthly meeting, the monthly meeting will be canceled. Draft meeting topics will be delivered by the Unit Chairperson to the College's Senior Human Resources Manager and by the College's Senior Human Resources Manager to the Unit Chairperson. Upon receipt of a meeting topic, an agenda will be set and distributed three (3) business days prior to the meeting. An emergency meeting can be called at any time by either the Unit Chairperson or the College's Senior Human Resources Manager. JLM meetings will be conducted using the ground rules in Appendix B. Either side may bring in a resource person with notice to the other side of at least twenty-four (24) hours.
- c. At the beginning of each meeting, a review of the previous meeting's minutes and decisions will occur.
- d. Human Resources will make arrangements for meeting rooms.
- e. Meetings will end on time unless otherwise agreed on by the committee.
- f. Anyone can speak. No one will be put down for their opinion.
- g. People will speak one at a time. No one at the table will interrupt the person speaking, unless there is an emergency, to enforce a ground rule, or to raise the point that the discussion is irrelevant or repetitive.
- h. Everyone will act respectfully towards each other. No passing notes or side conversations.
- i. Everyone is responsible for enforcing ground rules.
- j. Improper behavior will be brought up at the table between or within the sides, and dealt with within the individual sides. If someone is offended by actions or words of another person, it will be raised at the table tactfully and discussed respectfully by the whole committee.

5. Cancellation of Meetings

- a. Cancellation will only be for lack of an agenda as provided in Section H.3 of Article 2 of the labor agreement, an emergency, or lack of a quorum.

- b. Except in an emergency, 24 hours' notice will be given to cancel a meeting.

6. Facilitation

- a. The committee may decide to use an outside facilitator.
- b. Union and Management will divide the cost equally.

7. Recording

- a. The recorder will be chosen by the committee.
- b. A record will be kept and then transcribed of:
 - i. Problem statements agreed to by the whole committee.
 - ii. Assignments of actions to be taken prior to the next meeting .
 - iii. Possible solutions
 - iv. T.A.'s

8. Problem Statement and Resolution Sequence

- a. The Union or Management will present a problem, and that problem is numbered (e.g. Union #1, Mgt #1, Joint #1).
- b. The statement of the problem as written by the Union or Management is presented in writing.
- c. Supporting data is given so the other side understands why it is a problem.
- d. The entire committee (both sides) re-writes the problem. This is done so that there is a consensus on what the problem really is; so it takes into account the problems of both sides; and so it is really a problem statement rather than a proposal. The committee may decide it is not a problem.
- e. A decision is made by the committee whether the problem will be handled in negotiations, JLM (Joint Labor-Management Committee), or another venue.
- f. The committee then determines what additional information about the problem it needs, who will get it and by when it will be obtained.
- g. Once all the information is received, the committee discusses the problem and comes up with possible options for solutions in a committee brainstorming, following the rules for brainstorming. The options will be put in writing and posted.
- h. The committee then follows up on solutions, which seem feasible, finally coming up with the solution that will be recommended. This solution will be posted and T.A.'d by the group.

- i. Contract or memorandum of understanding language may be written by a language committee. The whole committee must approve the language, which is T.A.'d.

9. Raising Issues

- a. Issues will be presented so that everyone has copies.
- b. An issue presented by one side will be dealt with seriously by the other side.
- c. Issues presented may create other issues. New issues may be presented by agreement of the committee.
- d. Issues are presented as problem statements, without proposed resolutions.
- e. The whole committee will decide which issues will be sent to other forums.

10. Caucus

- a. Anyone may call a caucus.
- b. Both sides will attempt to limit the number of caucuses.
- c. Caucuses may last up to 20 minutes. The estimated time will be announced at the beginning of the caucus. The time may be extended by consensus.
- d. After the caucus, the side that caucused will report about the topic discussed.

11. Subcommittees

- a. The committee by consensus may establish subcommittees to deal with specific assignments.
- b. Subcommittees will report back to the committee.

12. Data

- a. All relevant or available requested data collected will be shared with the committee as a whole. Data collection will be a shared responsibility.

13. Other Operational Rules

- a. Changing Ground Rules: Ground rules may be changed at any time by consensus of the committee.
- b. Sharing of Ground Rules: The ground rules may be shared.

- c. T.A.'s: Each item will be T.A.'d as it is resolved, and can only be changed by consensus.
- d. Ending Collaborative Negotiations: Either side may declare that collaborative negotiation is at an end.

APPENDIX C SCHEDULE CHANGE REQUEST FORM

Secretarial/Clerical

Part A: Permanent/Pilot Change in Schedule

My current schedule is:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

I would like to try a pilot schedule from _____ to _____ with the hours listed below.

I would like a permanent schedule of _____.

This schedule change is initiated by management. _____

Supervisor's Signature

	Week One Hours		Week Two Hours	
	Start	End	Start	End
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Part B: Flex Time Schedule

I request to establish a flex time schedule as follows:

Dates: From _____ To _____

	Core Hours		Flex Hours	
	Start	End	Start	End
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Employee's Signature Date

Supervisor's Approval Date

APPENDIX D
PILOT PROJECT ON DIFFERENT SCHEDULES

1. Length of Time: Employees and supervisor in each department should set the length of the trial period. The length of time should be reported to JLM.
2. Participants: Employees and supervisor in a department, work unit or area make the decision on whether to participate in a pilot project.
3. Review of process:
 - a. Submit initial report including trial period, names, original and new schedules, backup and vacation coverage, effects on benefits and holidays, and objectives of the project to JLM.
 - b. JLM may request reports from each work unit on how the pilot is working.
 - c. Information from the reports will be disseminated as decided in JLM, possibly including in-service, Union meetings, and supervisor meetings.
 - d. Contract deviations must be approved by JLM.
4. Voluntariness:
 - a. Either the employee or the supervisor may initiate a change back to the original schedule at the end of pilot project; or with two weeks notice at any time prior to the end of the pilot project; or due to an emergency.
 - b. At the end of the pilot project, employees and supervisor will agree on a permanent schedule change, or revert back to the original schedule. The new schedules will be put in writing, signed by the employee and supervisor (with copies to the Union and HR). This new schedule may be changed at any time by agreement between the employee and supervisor.
5. Types of schedules: As above
6. Backup and vacation coverage: Backup and vacation coverage must be built into the pilot project and reported to the JLM.
7. Effect on benefits and holidays: Benefits will be based on hours, not days. Each work unit should look through the Collective Bargaining Agreement to see what problems may arise from the changed schedule. Problems and proposed solutions should be brought to JLM at the time of the first report.

APPENDIX E

COMMITTEE GROUND RULES FOR JOB EVALUATION

A. Evaluation Considerations:

1. Job Content: Consider only job content, not the performance of the incumbent.
2. Entry Level Skills: Consider what the job demands are at the entry or starting point, after the orientation period, not what would be nice to have or what outstanding performers or long-term employees can do.
3. All Relevant Information, Taken as a Whole: Consider all of the information presented in the questionnaire/job description and by the HR Liaison; critically analyze the information presented to you to ensure that it is consistent and logical. For example, a taxi driver with a PhD doesn't need the PhD to drive the taxi. Exercise judgment as you do the evaluation.
4. Organizational Positioning: Location on the organization chart is not a valid measure for consideration when determining factor levels.
5. Objectivity of Committee Member: If a committee member cannot be objective during the process, they will disclose this fact and leave the room. A committee member must leave the room when his/her job is evaluated.
6. Use of Levels: It is acceptable to not use every level for each factor. There might be jobs in the unit outside of the upper or lower ranges.
7. Infrequent, Deminimus Tasks: Consider what the job incumbent does 90 to 95 percent of the time. Something an incumbent does infrequently or minimally will not determine factor level placement.
8. Cumulative Nature of Levels: In each factor, select the level that appropriately describes the job; each level includes the value of all lower levels.
9. External Market Considerations: Consider the value of the job within the organization; do not consider the current or anticipated market value of the job.
10. Consider Each Factor Individually: Measure the value of the job according to each separate factor; do not try to make the job "come out" where you think it ought to.
11. Titles: Do not be influenced by the position's job title; examine job content

B. Confidentiality:

1. Discussions with Persons Outside the Committee: All committee discussions are confidential. The JEC members will not discuss the process with employees. Committee members will only state that the committee reached its decision by consensus and "I support the committee process".

C. Role and Operation of the Committee:

1. The expectation of the committee will be: Consistent application of the instrument to individual jobs, group ownership of the process, advocate of process/committee to employees, and to be objective and consistent.

2. A consensus on each factor of the instrument is required for each job. The job must satisfy factor definition (either in or not). Each committee member will assign a level to each factor. It is acceptable to not use every level for every factor.
3. Consensus. Decisions will be made by a consensus of a quorum of the group. There will be two tries at a strict consensus. If that is not achieved, a decision may be made over the dissent of one person from each side. Only data on final consensus for each level will be maintained in the job evaluation database.
4. Quorum. A quorum is a minimum of two management team members plus two Union team members. A quorum must include an equal number of representatives from both Union and management. The intent is to have everyone present at every meeting.
5. There will be no substitutes for committee members.
6. Factor assignments of new JEC/CRC members will not be included in the consensus process until the JEC/CRC reaches consensus that the new member is consistently applying the instrument.

D. Meeting Management / Individual Expectations

1. It is expected that, prior to the evaluation meetings, committee members will have studied the questionnaires/job descriptions and have selected preliminary factor levels for each job.
2. Meetings will start on time. Everyone will be on time to meetings if possible.
3. Recording will be done by an HR Office representative.
4. Everyone is responsible for speaking and asking questions.
5. Everyone will be treated respectfully.
6. Everyone will be responsible for enforcing ground rules and maintenance of the team. Anyone may bring up concerns about conduct which is inappropriate for or inconsistent with the parties collaborative partnership. At first, it will be brought up to the side where the problem exists, away from the table, but may be brought up at the table later if unresolved. The issues will be dealt with within each side. Each side will then report back to the whole team as to the resolution of the problem if it has been brought up at the table.
7. Only one person speaks at a time; everyone else is responsible for listening to the speaker.
8. Side conversations and note passing are inappropriate
9. Reconsideration: Any committee member may request reconsideration of any decision. An issue will be reconsidered by consensus of the group.
10. Breaks. Break times will be established by the team. People are free to take individual breaks at any time. The team is not obligated to recap the discussion for people who have left the room outside of break times.
11. Canceling meetings. Meetings will be canceled if the college is closed or if there is no quorum. Committee members are expected to be in attendance at meetings. If unable to attend the meeting, a committee member will notify Mark Kennedy. If someone misses a

meeting, they are bound by decisions made at that meeting. The person missing the meeting must take responsibility to become informed about the issues and decisions made at that meeting prior to the next team meeting.

12. 24-hour notice of cancellation will be given by Human Resources except in an emergency

13. Debriefing. The whole team has the opportunity to debrief at the end of each meeting:

- a. One minute per person.
- b. No responses to any comment.
- c. Anyone can pass. Anyone who has passed may comment at the end.

14. Meetings will end on time unless otherwise agreed by consensus.

E. Changing Ground Rules

1. Ground rules may be changed at any time by consensus of the team.

APPENDIX F
ADMINISTRATIVE SUPPORT ANNUAL SALARY SCHEDULES
Administrative Support Annual Salary Schedule
Fiscal Year 2008/09

Step	1	1.5	2	3	4	5	6	7
Grade								
A1	\$27,071		\$27,838	\$28,987	\$30,072	\$30,902	\$32,052	\$33,009
A	\$20,424	\$20,807	\$21,190	\$22,339	\$23,425	\$24,255	\$25,404	\$26,362
B1	\$27,774		\$28,987	\$30,136	\$31,222	\$32,052	\$33,009	\$34,095
B	\$21,126	\$21,733	\$22,339	\$23,488	\$24,574	\$25,404	\$26,362	\$27,447
C1	\$28,987		\$30,328	\$31,349	\$32,307	\$33,073	\$34,095	\$35,755
C	\$22,339	\$23,010	\$23,680	\$24,702	\$25,659	\$26,425	\$27,447	\$29,107
D	\$30,264		\$31,541	\$32,371	\$33,520	\$34,095	\$35,372	\$36,968
E	\$32,882		\$34,095	\$34,861	\$35,946	\$36,649	\$37,926	\$39,458
F	\$35,372		\$36,649	\$37,479	\$38,564	\$39,139	\$40,416	\$42,076

** No increase over 2007/08 Salary Schedule*

Administrative Support Annual Salary Schedule
Fiscal Year 2009/10

Step	1	2	3	4	5	6	7
Grade							
A	\$27,583	\$28,364	\$29,535	\$30,641	\$31,486	\$32,657	\$33,633
B	\$28,299	\$29,535	\$30,706	\$31,812	\$32,657	\$33,633	\$34,739
C	\$29,535	\$30,901	\$31,942	\$32,918	\$33,698	\$34,739	\$36,431
D	\$30,836	\$32,137	\$32,983	\$34,154	\$34,739	\$36,040	\$37,667
E	\$33,503	\$34,739	\$35,520	\$36,626	\$37,341	\$38,642	\$40,204
F	\$36,040	\$37,341	\$38,187	\$39,293	\$39,878	\$41,180	\$42,871

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

** Elimination of the two-tiered system (Grades A, B, C and Step 1.5)*

** Employees previously in one of the lower two-tiered grades will move to Step 1 of the higher tier effective 7/1/09*

** With the elimination of the lower two-tiered grades, Grades A1, B1, C1 now become Grades A, B, C*

**Administrative Support Annual Salary Schedule
Fiscal Year 2010/11**

	Step	1	2	3	4	5	6	7
Grade								
A		\$28,055	\$28,849	\$30,040	\$31,165	\$32,025	\$33,216	\$34,208
B		\$28,783	\$30,040	\$31,231	\$32,356	\$33,216	\$34,208	\$35,333
C		\$30,040	\$31,429	\$32,488	\$33,480	\$34,274	\$35,333	\$37,053
D		\$31,363	\$32,686	\$33,547	\$34,738	\$35,333	\$36,656	\$38,311
E		\$34,076	\$35,333	\$36,127	\$37,252	\$37,980	\$39,303	\$40,891
F		\$36,656	\$37,980	\$38,840	\$39,965	\$40,560	\$41,884	\$43,604

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

**Administrative Support Annual Salary Schedule
Fiscal Year 2011/12**

	Step	1	2	3	4	5	6	7
Grade								
A		\$28,419	\$29,224	\$30,430	\$31,570	\$32,441	\$33,648	\$34,653
B		\$29,157	\$30,430	\$31,637	\$32,776	\$33,648	\$34,653	\$35,792
C		\$30,430	\$31,838	\$32,910	\$33,916	\$34,720	\$35,792	\$37,535
D		\$31,771	\$33,111	\$33,983	\$35,189	\$35,792	\$37,133	\$38,809
E		\$34,519	\$35,792	\$36,597	\$37,736	\$38,474	\$39,814	\$41,423
F		\$37,133	\$38,474	\$39,345	\$40,484	\$41,088	\$42,428	\$44,171

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

LUMP SUM PAYMENTS

A lump sum payment equal to 6.5% of base pay in effect on March 30, 2009 will be made to each bargaining unit member on the payroll as of March 31, 2009. The benefit eligibility factor will be utilized in determining base pay for less than full time employees. This payment covers the FY 07-08 and FY 08-09 periods of time. Such payments will be made no later than 30 calendar days following March 31, 2009.

Employees may receive a lump sum payment from a different bargaining unit. 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.

SALARY SCHEDULE ADJUSTMENTS

1. Effective 7/1/09 the salary scale will be increased by 1.89% composed of:
 - a. Health savings from implementation of CBT effective 7/1/09 with 5/15 drug co-pay generates 1.79%
 - b. Projected increase in revenue in earlier long-term forecast generates 0.1%
2. 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.
3. Effective 7/1/11, the salary scale will be increased 1.3%.
4. A proportional allocation of half of funds unspent in the General Fund (GF) contingency at 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 Secretarial GF total compensation is 8 percent of GF total compensation, then 8 percent of half 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 \$40 per employee will not be distributed. Note that FY 07-08 proportional data has been provided to all Union Presidents and will be used in allocating funds during the term of the agreement.

**APPENDIX G
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)

APPENDIX H LETTERS OF AGREEMENT

All prior letters of Agreement have been incorporated into the existing text with the exception of:

1. Individual agreements that continue in effect by virtue of their terms or application (for example, C. Simone, 1/20/04; D. Furtick, 7/30/02; V. Jenkins, 4/6-7/98; and D. Townsel, 6/11/98).

2. Letters of Agreement with detailed operational impact that have not been incorporated into the text:
 - March 1, 2001 – Grievance Resolution and Letter of Agreement
 - January 26, 2001 – B. Gwillim Shift Differential

See also references to Letters of Agreement at the bottom of Appendix I

**APPENDIX I
ELIGIBILITY FOR COMPENSATION AND BENEFITS
LESS THAN FULL-TIME EMPLOYEES**

Contract Section	Summary	Contract Text
6.C	Seniority – pro-rated based on hours worked	<u>Seniority of Less than Full-time Employees:</u> Seniority of less than full-time employees is based on the number of hours worked (including paid leave time). For example, an employee working 20 hours per week, 52 weeks per year shall be credited with one-half year of seniority.
13.A	Life Insurance – same benefit as full-timers	The College shall provide, without cost to each full and less than full-time bargaining unit member, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$23,000 upon death and, in the event of accidental death, a sum of \$46,000. No other employees shall be entitled to this benefit
13.B.4	Health Insurance – pro-rated based on BEF	Less than full-time employees who elect health insurance coverage from the two available options must, in addition to the premium contributions required of full-time employees, pay a pro-rated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time employee's portion of the premium may 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.
13.D	Cash in Lieu of Health Insurance – not available to less than full-timers	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 \$300 per month for every month they are considered eligible. The \$300 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. No other employees shall be entitled to this benefit including less than full-time unit members.
13.E	Dental – pro-rated based on BEF	Less than full-time staff members who elect dental coverage must pay a pro-rated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time member's portion of the premium may 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.
13.F	Vision – pro-rated based on BEF	Less than full-time staff members who elect vision coverage must pay a pro-rated amount of the premium based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College. The less than full-time member’s portion of the premium may 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.
14.A.5	Vacation – pro-rated based on BEF except that if scheduled off 4 or more weeks, not eligible for vacation BEF concept extends to eligibility for increases as well	Less than full-time employees will receive pro-rated vacation hours based on their benefit eligibility factor except that employees who are not scheduled to work 4 or more consecutive weeks are ineligible for vacation. An increase in vacation eligibility is based on years of completed service. Less than full-time employees must complete the same number of hours as full-time employees to be eligible for additional vacation.
14.B	Personal Business – pro-rated based on BEF	Less than full-time employees shall be credited with a pro-rated amount of personal business leave credits at the beginning of each fiscal year. This pro-rated amount is determined by multiplying your benefit eligibility factor by 40 (the credit for full-time employees).
14.C, D	Holidays – pro-ration in the sense that will be paid for hours scheduled to work	Less than full-time employees will be paid based on the hours they are regularly scheduled to work when the College closes to observe a holiday.
15.A.1	Sick Leave – pro-rated based on BEF	Less than full-time employees shall be credited with a pro-rated amount of sick and emergency leave credits at the beginning of each fiscal year. This pro-rated amount is determined by multiplying your benefit eligibility factor by 96 (the sick and emergency leave credit for full-time employees).
15.B	Sick Leave Donations – less than full-timers not eligible to donate or receive donations	Full-time bargaining unit members may transfer sick leave days to another full-time employee in the bargaining unit who is on an extended absence due to illness or injury and who has exhausted all accrued paid leaves.
15.C	Long-term disability – pro-rated by virtue of benefit in that it provides income replacement	The College shall provide, at its own expense, disability insurance for each full and less than full-time unit member employee.
16.A.1	Mott Tuition Waiver – pro-rated based on BEF	Less than full-time employees receive a pro-rated amount based on their benefit eligibility factor in effect at the time of class enrollment each semester.
16I.A.2	Tuition Reimbursement– pro-rated based on BEF	Less than full-time employees receive a pro-rated amount based on their benefit eligibility factor in

		effect at the time of class enrollment each semester.
12.B.2	Step Increases – must work same number of hours as full-timers	To be eligible for a step increase, a less than full-time employee must have worked the same number of hours as a full-time employee (2,080 hours for each step advancement).
12.C	Longevity - must work same number of hours as full-timers	To be eligible for longevity and longevity increases, a less than full-time employee must have worked the same number of hours as a full-time employee (20,800 hours for example to be eligible for the first longevity step).
12.J	Attendance Bonus – no difference between full and part-time	
14.G	Jury Duty – pro-rated by virtue of benefit in that it provides income replacement	
17.G.4	Military Leave – pro-rated by virtue of benefit in that it provides income replacement	
12.H	Shift Premium – not available to less than full-timers	<u>Shift Premium:</u> Full-time employees scheduled for work five or more days in a week are eligible for shift differential.

Only the following exceptions to the above will be “grandparented,” i.e., continued in effect while the named employees are continuously employed with the College:

1. D. Killian: Receives fully paid health insurance; may select cash in lieu during open enrollment or qualifying event; receives dental and vision at no cost; receives 5 days of personal business; receives 88 hours of sick leave.
2. C. Maddock: Receives \$300/month cash in lieu of health insurance; may enroll in health insurance fully paid during open enrollment or qualifying event; receives dental and vision at no cost; receives 5 days of personal business; receives 88 hours of sick leave.
3. L.Wcisel: Receives \$50/month cash in lieu of health insurance (2/15/00; 9/20/02)

Prior letters of agreement establishing the pro-ration approach were executed on 2/8/99, 9/29/99 and 3/1/01.

APPENDIX J
Administrative Support Tuition Reimbursement Form

Complete and submit this form to Human Resources within 30 days of the end of the reimbursement period. Failure to timely submit this form will result in denial of reimbursement. Please refer to your Collective Bargaining Agreement for complete guidelines.

General Information

Employee Name _____ Datatel ID _____

Date of Request _____ Degree Working Toward _____

Institution Name: _____ Course Name _____

Course Start Date _____ Course End Date _____

Reimbursement Period _____ July 1 – December 31 _____ January 1 – June 30

Expenses Submitted for Reimbursement

Tuition Cost _____ Fees _____

Did you receive money from any other source(s) (not loans) to pay for this class? If yes, enter source(s) and amount(s) here.

Source _____ Amount _____

Source _____ Amount _____

Total amount submitted for reimbursement _____

Employee Signature _____ Date _____

Please attach documentation which includes: cost of class, dates of class, grade report and proof of payment. Requests for reimbursement can be submitted at any time during the reimbursement period. Reimbursement requests not submitted within 30 days of the end of the reimbursement period will be denied.

Human Resources Use Only

Reimbursement Approved? Yes _____ No _____ Datatel Requisition # _____

Amount Reimbursed _____ FTE (if prorated) _____

HR Approval _____ Date _____

APPENDIX K
Administrative Support Conference/Seminar Reimbursement Form

Complete and submit this form to Human Resources within 30 days of attendance at the conference/seminar. Failure to timely submit this form will result in denial of reimbursement. Please refer to your Collective Bargaining Agreement for complete guidelines.

General Information

Employee Name _____

Name of Conference/Seminar _____ Date Attended _____

Expenses Submitted for Reimbursement

Conference/Seminar Registration Fee _____

Plane Fare _____

Auto Mileage _____ miles at _____ = _____
(See Accounting for mileage rules) (IRS rate)

Meals: Breakfast _____ at \$5.00 = _____
Lunch _____ at \$8.00 = _____ **Total Meals =** _____
Dinner _____ at \$15.00 = _____

Other (please explain) _____

Did you receive money from any other sources (i.e., departmental/divisional funds, grants) to pay for this conference/seminar? If yes, enter source and amount below.

Source _____ Amount _____

Total amount submitted for reimbursement _____

Employee Signature _____ Date _____

Please attach all related billing statements, receipts and travel request/expense forms.

I acknowledge this professional development activity was beneficial to this employee in his/her current position with the College. I also confirm that departmental/divisional funds are not available to reimburse this employee for the total expenses submitted for reimbursement which are listed on this form.

Supervisor Signature _____ Date _____

Human Resources Use Only

Reimbursement Approved? Yes _____ No _____ Datatel Requisition # _____

Amount Reimbursed _____ FTE (if prorated) _____

HR Approval _____ Date _____