

AGREEMENT

between

CHARLES STEWART MOTT COMMUNITY COLLEGE

and

SERVICE EMPLOYEES' INTERNATIONAL UNION, CTW, CLC

CHARLES STEWART MOTT ADMINISTRATIVE SUPPORT UNIT OF

LOCAL 517M

Effective

July 1, 2018 – June 30, 2021

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THIS AGREEMENT entered into this 8th day of June, 2018, 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, 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 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, and typists, but EXCLUDING supervisors, student assistants, on-call employees, confidential employees (for example, Executive Assistant to the Associate Vice President- Human Resources, administrative support to the President). Position titles for this bargaining unit are contained in Appendix A.

Classroom proctoring is not bargaining unit work.

- B. The College agrees not to negotiate with any educational administrative support 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 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 written 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.

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.
2. Per 423.209 of the Michigan Public Employment Relations Act 336 of 1947:
 - a. Public employees may do any of the following:
 - i. Organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.
 - ii. Refrain from any or all of the activities identified in subdivision (i).
 - b. No person shall by force, intimidation, or unlawful threats compel or attempt to compel any public employee to do any of the following:
 - i. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
 - ii. Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.

- iii. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.
 - c. A person who violates subsection (b) is liable for a civil fine of not more than \$500.00. A civil fine recovered under this section shall be submitted to the state treasurer for deposit in the general fund of this state.
- 3. During the term of this Agreement, the College will honor written voluntary assignments of wages to the Union for the payment of Union dues, initiation fees, 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 provided the assignment/authorization is in a form consistent with applicable law and this Agreement. The College will not be required to honor any authorization for dues deduction that violates or is inconsistent with the provisions set forth herein or inconsistent with the provisions of MCL 423.209 or MCL 423.410, as amended. As used within this Agreement an assignment of wages shall also be considered an authorization to deduct money from an employee's wages. The College assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article to continue dues deductions once notified in writing by the employee that the employee no longer authorizes deductions.
- 4. Per 423.210 of the Michigan Public Employment Relations Act 336 of 1947:
 - a. A public employer or an officer or agent of a public employer shall not do any of the following:
 - i. Interfere with, restraint, or coerce public employees in the exercise of their rights guaranteed in section 9 of PERA.
 - ii. Initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization. A public employer may permit employees to confer with a labor organization during working hours without loss of time or pay.
 - iii. Discriminate in regard to hire, terms, or other conditions of employment to encourage or discourage membership in a labor organization.
 - iv. Discriminate against a public employee because he or she has given testimony or instituted proceedings under this act.
 - v. Refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11 of PERA.
 - b. A labor organization or its agents shall not do any of the following:
 - i. Restrain or coerce public employees in the exercise of the rights guaranteed in section 9 of PERA. This subdivision does not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership.

- ii. Restrain or coerce a public employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.
 - iii. Cause or attempt to cause a public employer to discriminate against a public employee in violation of subsection (a) (iii).
 - iv. Refuse to bargain collectively with a public employer, provided it is the representative of the public employer's employees subject to section 11 of PERA.
 - c. An individual shall not be required as a condition of obtaining or continuing public employment to do any of the following:
 - i. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
 - ii. Become or remain a member of a labor organization or bargaining representative.
 - iii. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative.
 - iv. Pay to any charitable organization or third party any amount that is in lieu of, equivalent, to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.
- 5. The Union shall notify the Payroll Department in writing of the amount of such dues, fees, and assignments. The College will cause such dues, fees, 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. Once funds are remitted to the Union, the disposition of the funds shall be the sole and exclusive obligation of the Union. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- 6. The Union shall indemnify and hold the College harmless 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 including any actions and proceedings related to the College's cessation of dues deductions after being advised in writing by an employee that the employee no longer authorizes deductions. The indemnity and hold harmless provisions include the costs related to defending against any claim, action or proceeding. The provisions of this article related to the College ceasing dues deductions at the written request of the employee shall not be subject to the grievance and arbitration provisions contained within this agreement.
- 7. In the event the provisions of PERA contained and referenced in this subsection B are modified, the College and the Union will utilize the JLM to determine how to revise this subsection B.

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, such as meeting with new employees. 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:**

- 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**: In the event a member wishes to file a grievance because of an alleged violation of the Agreement, the following steps shall be followed:
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. Employees have a duty to report known safety concerns as soon as possible to their immediate supervisor. 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 other leaves as 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 F.1 above when requesting flex time.

ARTICLE 8
JOB DESCRIPTIONS & JOB EVALUATION COMMITTEE

- A. The College and the Union shall follow a job evaluation process to rank positions based on internal equity and to include a review and consideration of appropriate market comparisons. A Job Evaluation Assessment Team (Team), composed of an HR Manager, the Union President, or designee, and the manager who serves as the immediate supervisor for the position(s) being evaluated, shall meet as mutually agreed to review positions. The outcome of the review is a recommended assignment of a pay grade for the evaluated position(s). The job evaluation assessment is concerned with job content, and therefore does not in any way address or take into consideration the job performance or volume of work of individual employees.
- B. The Job Evaluation shall follow the steps noted below, adjusted as needed based on the need of the job evaluation being conducted:
1. The College, the Union or the Employee may request a position be evaluated. To qualify for evaluation, there must be appropriate documentation/evidence describing either a material change to the duties of the position, or to the knowledge, skill, ability, and credentials required to satisfactorily perform the job.
 2. The immediate supervisor, in coordination with Human Resources, ensures there is a current Job Description for the position.
 3. The employee and the immediate supervisor each complete one questionnaire.
 4. The Human Resources manager or designee makes a determination as to whether Human Resources can objectively prepare an initial evaluation of the job, including the assignment of a pay grade. If so, an initial assessment is done by Human Resources.
 5. The completed questionnaire and the job description are reviewed by the Job Evaluation Assessment Team (Team). An instrument is used to evaluate the position.
 6. The Team makes a written recommendation to the Associate Vice President Human Resources.
 7. The Associate Vice President Human Resources reviews the recommendation for consistency with other positions, for external market equity (utilizing CUPA data and/or other appropriate data sources), and coordinates with Accounting to ensure budget capacity.
 8. The Associate Vice President Human Resources submits a written recommendation to the College President.
 9. The College President may approve or not approve the recommendation.
 10. The final outcome of the recommendation shall be shared with the Union President, the position's immediate supervisor, and if appropriate, with the employee(s).
 11. The recommendation of the Team, other recommendations during the process, and the decision of the President are final and cannot be grieved.
- C. **Additional Information**: During the review of job content by the Team, HR staff may be requested by the Team to obtain additional information to ensure that the team can perform its role.
- D. **Changed Duties**: HR reserves the right to require an incumbent to perform the revised duties for a period of ninety (90) calendar days prior to review.
- E. **Grade Change Impact on Pay**: In the event the revised duties result in an increase in the position's grade placement, 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 position being reclassified downward, the position's rate of pay will be adjusted on the salary schedule in effect on the date of the College President's decision and will go into effect when the position is next filled.

- F. **Confidentiality**: The proceedings of the Team are confidential. Upon completion of a single job evaluation or a group of evaluations, Team members will state only that the Team reached its decision by consensus and "I support the 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 Team and HR staff whose work assignments include job evaluation, including, but not limited to, individual factor evaluations, total points, and the instrument. The Team will only keep/maintain data on final consensus for each factor level.

- G. **Required Documents**: The required documents for job evaluation will be determined by the Human Resources Office.

- H. The Parties may mutually agree to edit and update this process.

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 nine (9) months, with an automatic three (3) months 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 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 apply, an employee must complete an application using the online applicant tracking system and must follow 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.

A new hire, or an employee who has accepted a transfer or promotion is not eligible to apply for bargaining unit vacancies for a period of six (6) months following date of transfer or promotion unless mutually agreed otherwise by the College and the Union.

- C. When filling a vacancy, the College will consider qualifications, such as job related knowledge, skills and abilities, performance on relevant job related tests, responses to work related scenarios, if applicable, and 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.
- D. **Test Results:** No retesting of entry level skills will be required, although additional tests may be required for a position. Test results will be provided to employees. Upon request, the Unit Chairperson will be provided with the names of persons 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.
- I. **Reporting:** The College will provide a monthly report of employees who are hired, resigned, or who transfer. This report may be submitted directly to the bargaining unit chair or posted on a designated web page. A report of temporary employees doing bargaining unit work will be provided twice annually to the Union in February and August and will list employee name, title (if any), department where employed, hours worked the past twelve (12) months and current position start date.

**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 serviceWill 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. **Terminal Leave**: A terminal leave payment of seventy-five (\$75) dollars per year of service to the College will be paid upon retirement to any staff member that has ten (10) years of service with the College and who retires after he/she has attained the age of 55.
- E. **Termination During Probation**: The unit member whose performance is unsatisfactory during the probationary period may be dismissed at the will of the College.
- F. **Discharge**: A discharge is a disciplinary separation.
- G. **Non-Disciplinary Terminations**: Separation may occur for non-disciplinary reasons (for example, medical inability to perform job).
- H. **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:** Effective July 1, 2018, the Salary Schedule at Appendix F includes an increase of 2% over the salary schedule in effect on June 30, 2018. Either party may request an economic opener for fiscal years 2019/20 or 2020/21.
- B. **Salary Administration:**
- a. **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.
 - b. **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).
 - c. **Promotions/Reclassification/Movement to Higher Grade:** 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.
 - d. **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.

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. If an employee is eligible for longevity, he/she shall be paid the amount earned regardless of leave status (including being on long-term disability) except that employees who have been in an unpaid status for one or more years as of November 30 will not receive the annual longevity payment. Eligibility for longevity ends upon separation from employment.
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 F.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. This voluntary training, performed at the request of the employee, will take place 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.

Supervisors will provide notice of available work under this section of the Agreement during the months of January and August.

- 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 twenty-five 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. **Emergency Situations**

1. **Emergency Closure:**

- a. Bargaining unit members will not suffer a loss in pay when the College or a site is closed due to an emergency situation such as weather, fire, or mechanical failure.
- b. Leave use will be adjusted for persons on an approved paid leave such as sick leave, vacation, or personal business when there is an emergency closure (leave time will not be charged even though the College or work site is closed).
- c. No premium or additional leave is provided to employees attending an event that is wholly or partially focused on professional development (training, conference, seminar, workshop, etc.) when the College or their work site is closed due to an emergency event.
- d. If a single building or portion of a building (including a site location) is closed due to an emergency event, Management will attempt to relocate employees so that they can continue to work. If relocation is not feasible, the employee will not suffer a loss in pay.
- e. Whether a grant-funded employee receives any pay at all or any “extra” pay, in the event of an emergency closure, is determined by the Grant Manager.

2. **Premium for Work Performed During Emergency Closure:**

- a. Employees required by Management to report to a work site that is closed due to an emergency condition in order to perform necessary emergency or deadline-required duties will receive additional compensation in the form of an additional hour of pay for each hour of work performed during the emergency closure.

- b. This additional hour compensation is also paid:
 - 1. To employees who are required by their supervisor to represent the College at off-campus business meetings or events during the emergency closure to a maximum of eight (8) hours for each business day.
 - 2. In the event the employee begins working at his/her work site before the decision is made to close due to an emergency event. In such event, premium is not paid beyond the time the College decides to close the work site. For example, an employee who reports for work at 7:30 am as regularly scheduled when the College makes the decision to close his/her work site at 8:00 am would be paid an additional one half hour (1/2) hour of pay for the time worked between 7:30 and 8:30 a.m.
- c. With the exception of B.2.b above, the requirement to report for work must have the prior approval of an Executive Cabinet Member.
- d. The premium is paid as wages and cannot be received in the form of “banked hours” such as compensatory time.

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 \$28,000 upon death and, in the event of accidental death, a sum of \$56,000.
- B. **Hospitalization and Medical Insurance:** Coverage shall be as determined by the Health Benefit Task Force. The employee portion of premium is as determined by Public Act 152 except that the employee portion of premium for less than full-time employees is calculated as follows:
1. A less than full-time employee who elects coverage for him/herself and his/her eligible dependents must pay, in addition to the full-time employee premium contribution, a prorated amount of the College's premium contribution 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.
 - If an employee's BEF (percentage of full time hours worked) is .80 or greater, the employee is treated as a full-time employee and will not be required to pay anything in addition to the full-time premium.
 - If an employee's BEF is less than .80, their additional premium portion will be calculated as follows, $(.80 - \text{BEF}) \times \text{College's premium contribution}$.

Example of the additional premium calculation:

Part-time employee with single coverage

BEF = .70

Full-time employee bi-weekly premium contribution = \$102.91

College's bi-weekly premium contribution = \$211.54

Employee's **additional** bi-weekly premium calculation

$(.80 - .70) = .10$

$.10 \times \$211.54 = \21.15

Employee's **total** bi-weekly premium amount

$\$102.91 + \$21.15 = \mathbf{\$124.06}$

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).

2. 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.

C. **Health Benefits Task Force:**

The Union may appoint up to two (2) representatives to participate in a task force composed of representatives from all employee groups participating in the health insurance program recommended by the HBTF. The HBTF will review utilization data and premium costs annually and will recommend plan modifications for adoption by the employee groups participating in the HBTF. As part of its charge, the HBTF will also make an annual recommendation concerning the method of premium payment under PA 152 (hard cap or 80/20).

D. **Cash-in-Lieu of Health Insurance:** Payment for cash-in-lieu of health insurance benefits may be made to full-time bargaining unit members eligible to receive health insurance benefits that waive the coverage provided by the College, as follows:

1. **Eligibility:** Any full-time Administrative Support employee hired after January, 2018 that waives coverage provided by the college, or any full-time Administrative Support employee that has coverage as of January 1, 2018 and elects to waive coverage after July 1, 2018.
2. **Payment:** \$100 per month for every month the employee is eligible.
3. 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.
4. The \$100 per month is taxable income.
5. Employees may apply the payment toward a tax-sheltered annuity.

E. **Education Sessions for Employees:** The Union will arrange for/schedule/oversee education sessions provided by the insurance carrier to inform the employees about the content of its health insurance plan(s). Such sessions will be provided during the annual open enrollment period identified by the College.

F. **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.)

Effective January 1, 2015, the dental plan provides 100% coverage for preventative services and 80% coverage for specified services, including implants, up to a maximum of Two Thousand (\$2,000) Dollars per calendar year per person, with the exception of orthodontic services which is a lifetime maximum of One Thousand Five Hundred (\$1,500) Dollars for covered individuals up to age nineteen (19).

(LOA 9/23/14)

G. **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.)

Effective January 1, 2015, the vision plan provides 100% coverage for in network exams, lenses and medically necessary contacts. In network frames are covered at \$65 plus 20% off remaining balance. In network cosmetic contacts are covered at \$125 plus 10% off remaining balance. (LOA 9/23/14)

- H. **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 ($6 \frac{2}{3}$) 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 ($13 \frac{1}{3}$) 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 ($6 \frac{2}{3}$) 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.
- 7. Vacation Cash Out: Once annually (per fiscal year) the employee may be paid for up to one half of his/her annual vacation allowance provided the employee’s vacation balance is sufficient to cover the payment. Employees may decide how to utilize such payments (for example, defer into a 403b or 457 account, take as cash, place into HSA). This creation of this option is made consistent with the Health Benefits Task Force conversation regarding negotiations as a vehicle for addressing the needs of financially strapped employees in connection with required employee contributions to premium under PA 152.

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, step-parent, brother, step-brother, sister, step-sister, son, daughter, step-child, foster child, 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, next of kin in the event the employee has no living immediate family 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. The Employer may require an employee requesting such leave to provide proof of death.
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. The disability insurance shall pay benefits of sixty percent (60%) of regular weekly salary with a maximum of four hundred three dollars and eighty-five cents (\$403.85) 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 and may make contributions to these accounts to the

extent permitted by IRS regulations. The Medical Spending Account allows for use of pretax dollars 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 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. Expanded Military Leave: Full-time employees ordered to active military duty other than the annual training obligation or initial period of basic and advanced training will be paid the difference between their Mott Community College base pay and their military pay for up to 52 weeks.

The amount of the military differential pay is the difference between:

- (a) The employee's rate of pay immediately prior to the beginning of the military leave, and
- (b) All military wages and allowances earned for the period of active duty other than reimbursement of expenses (for example, travel reimbursement).

To be eligible for military differential pay, an employee must meet all of the following requirements:

- (1) Be a full-time, non-probationary employee covered by this Agreement when called to active duty;
- (2) Provide the HR Office with copies of the active military duty orders prior to the military leave;
- (3) Provide documentation of military pay and allowances received prior to the military leave, and;
- (4) Provide proof of honorable service within 60 days of completing the active military duty.

If the military pay is less than the employee's regular base pay from Mott Community College (grade and step on salary chart), the College will pay the difference to the employee for the qualified period of active duty service, and be reflected as W-2 wages.

If the military pay is greater than the employee's regular pay from Mott Community College, no payment is due the employee. Any differential pay will be calculated and determined prior to the military leave. Differential pay will be paid bi-weekly according to the College's normal payroll schedule during the military leave.

If the employee is unable to provide HR with proof of honorable service after their military leave (as stated above in (4)), the employee will reimburse the College for any differential pay received from the College. The College is authorized to initiate payroll deductions to satisfy this debt.

An audit and reconciliation of military versus Mott pay will be conducted at the end of the period of military service. Any amount due the employee will be paid as soon as practical and any amount owed the College by the employee shall be repaid by payroll deduction or in a lump sum at the choice of the employee. The period of repayment shall not exceed six months.

6. 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).
7. 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.
8. 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 for the period July 1, 2018 through June 30, 2021.

Prior to 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 contract one or more years; and

To consider changes to health insurance recommended by the Health Benefits Task Force.

Notice of intention to begin negotiations for a successor Agreement shall be given in writing by the party initiating such intent on or before May 15, 2021, 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.

G. In the event that a future state law requires the incorporation of language into this Agreement, Management will draft text for review by the JLM for the purpose of obtaining consensus that the drafted text is consistent with the statutory requirement. The finalized text will be incorporated into an updated version of this agreement. The College and the Union will strive to incorporate standardized language (i.e., the same language in all of the College's labor agreements) when implementing this section of the Agreement.

CHARLES STEWART MOTT COMMUNITY COLLEGE

By By Walker-App
Its President

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

CHARLES STEWART MOTT ADMINISTRATIVE SUPPORT UNIT OF
LOCAL 517M

By Sandra Hill
Unit Chair

APPENDIX A GRADE CLASSIFICATIONS

Administrative Support Titles by Pay Grade *Updated February 3, 2016*

Position Title	Grade
Administrative Assistant IV - Institutional Advancement	F
Administrative Assistant IV - Public Safety	F
Administrative Assistant IV - Records & Registration	F
Administrative Assistant IV - Student Services	F
Administrative Assistant III - Corporate Services/Southern Lakes	E
Administrative Assistant III - Fine Arts & Social Sciences	E
Administrative Assistant III - Registration & Cashiers	E
Records Evaluator and Processor	E
Administrative Assistant II- Athletics	D
Administrative Assistant II - Business	D
Administrative Assistant II - Career & Employment Services	D
Administrative Assistant II - Health Sciences/Special Projects	D
Administrative Assistant II - Information Technology Services	D
Administrative Assistant II - Professional Development & Experiential Learning	D
Administrative Assistant II - Registration	D
Administrative Assistant II - Science & Math	D
Administrative Assistant II - Technology	D
Administrative Assistant I - Academic Operations/Planning, Research & Quality	C
Administrative Assistant I - Advisement Center	C
Administrative Assistant I - Counseling & Student Development	C
Administrative Assistant I - Corporate Services/Southern Lakes	C
Administrative Assistant I - Student Financial Services	C
Administrative Assistant I- Health Sciences	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- Livingston	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 - Science & Math	C
Administrative Assistant I - TRIO/Upward Bound	C
Lead Operator - Auxiliary Services	C
Staff Assistant III - Auxiliary Services	C
Staff Assistant III - Technology	C
Cashier Generalist	B
Office Assistant II - Foundation & College/Community Advancement	B
Office Assistant II - Counseling & Student Development	B
Office Assistant II - Health Sciences	B

Administrative Support Titles by Pay Grade

Updated February 3, 2016

Position Title	Grade
Office Assistant II - Health Sciences / Nursing Programs	B
Secretary II - Business	B
Secretary II - Regional Technology Initiatives	B
Secretary II - Fine Arts & Social Sciences	B
Staff Assistant II - Career & Technical Education	B
Staff Assistant II - Counseling & Student Dev / Art & Transfers	B
Staff Assistant II - Library Services/Circulation	B
Staff Assistant II - Public Safety/Health & Medical Services	B
Staff Assistant II - Testing Center	B
<hr/>	
Clerk - Admissions (Temp Title)	A
Office Assistant I - Counseling & Student Development	A
Office Assistant I - Humanities	A
Office Assistant I - Northern Tier	A
Operator - Auxiliary Services	A
Secretary I - Corporate Services/Southern Lakes	A
Secretary I - Lapeer	A
Staff Assistant I - Corporate Services/Southern Lakes	A
Staff Assistant I - Library Services / Acquisitions & Serials	A

APPENDIX B
JLM GROUND RULES

GROUND RULES
Administrative Support Unit
December 2015

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. If any topics arise between meetings, they may be added to the agenda.
- b. Debriefing. At the end of each meeting, the committee will provide the opportunity for each person to speak about any issue without comment or response from others in the committee. Each person will have up to one minute to speak and may decline the opportunity to speak.

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 description of a problem and a brief history, or some other meeting topic one week before the scheduled meeting.
- b. If no meeting topic is received within two days 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 every attempt will be made to get the agenda distributed two (2) 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 to the emergency meeting 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 notes 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. Agenda topics 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 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 recorded 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 Schedule
Fiscal Year 2018/19**

Step	1	2	3	4	5	6	7
Grade							
A	\$30,329	\$31,188	\$32,475	\$33,691	\$34,621	\$35,909	\$36,982
B	\$31,116	\$32,475	\$33,763	\$34,979	\$35,909	\$36,982	\$38,198
C	\$32,475	\$33,977	\$35,122	\$36,195	\$37,053	\$38,198	\$40,058
D	\$33,906	\$35,337	\$36,266	\$37,554	\$38,198	\$39,628	\$41,417
E	\$36,839	\$38,198	\$39,056	\$40,272	\$41,059	\$42,490	\$44,206
F	\$39,628	\$41,059	\$41,989	\$43,205	\$43,849	\$45,279	\$47,139

** 2% increase over 2017/18 Salary Schedule*

SALARY SCHEDULE ADJUSTMENTS

- Effective 7/1/19, the salary schedule in effect on 7/1/18 will remain in effect for the balance of the duration of this Agreement unless the Exempt pay scale is adjusted, in which case Appendix F will be adjusted upward or downward by the same percent as the Exempt pay scale is adjusted.
- If, at any time during the term of this Agreement, Exempt employees receive an across the board bonus or lump sum payment, unit members will receive the same bonus or lump sum prorated for part-time status employees based on Benefit Eligibility Factor (BEF). If Exempt employees receive an across the board increase that exceeds the 2018/19 negotiated increase, unit members will also receive the difference between the Exempt increase and the negotiated increase.
- 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. 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. FY 14-15, 15-16, and 16-17 proportional data will be used in allocating funds during the term of the agreement. Management does not anticipate, and the Union acknowledges that it is highly unlikely, that any payment will be made under this section for the duration of the contract given the fiscal condition of the College.

**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 individual agreements that continue in effect by virtue of their terms or application (for example, V. Jenkins, 4/6-7/98; and D. Townsel, 6/11/98).

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

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. C. Maddock: Treated as a full-timer as long as her BEF is 0.8 or higher. If employee’s BEF is less than 0.8, her premium payment is the same as all other less than full-time employees in the unit. Receives 88 hours of sick leave.

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 = _____
Dinner _____ at \$15.00 = _____
Total Meals = _____

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 _____

APPENDIX L MCC ADMINISTRATIVE SUPPORT MEDICAL PLAN COMPARISON

MCC Staff Medical Plan Comparison McLaren Plans Effective 1/1/18 - 12/31/18

	PLAN 1		PLAN 2		PLAN 3*	
	HMO - Traditional		HMO - Traditional		HMO - HIGH DEDUCTIBLE HSA ELIGIBLE	
In Network Plan Features						
Coinsurance Percentage	0%		0%		0%	
Deductible - Individual	\$300		\$1,000		\$2,000	
Deductible - 2 Person/Family	\$1,000 ^b		\$2,000 ^b		\$4,000	
Post-Deductible Max - Individual	\$7,350		\$7,350		\$4,000	
Post-Deductible Max - 2 Person/Family	\$14,700		\$14,700		\$8,000	
Office Visit Copay	\$20 ^b		\$20 ^b		\$0 after Ded.	
Specialist Copay	\$20 ^b		\$20 ^b		\$0 after Ded.	
Urgent Care Copay	\$30 ^b		\$30 ^b		\$0 after Ded.	
ER Copay	\$150 ^b		\$150 ^b		\$0 after Ded.	
Chiropractic Benefit	Covered at \$1000 per person, per year		Covered at \$1000 per person, per year		Covered at \$1000 per person, per year after Ded.	
Generic Rx Copay	\$10 ^b		\$10 ^b		\$10 after Ded.	
Preferred Brand Name Rx Copay	\$30 ^b		\$30 ^b		\$25 after Ded.	
Non-preferred Brand Name Rx Copay	\$60 ^b		\$30 ^b		\$40 after Ded.	
Monthly Rates						
One Person Rate per Month	\$384.21		\$338.37		\$453.48	
Two Person Rate per Month	\$1,221.00		\$1,166.99		\$947.77	
Full Family Rate per Month	\$1,589.04		\$1,518.76		\$1,233.46	
Cost Share - Hard Cap - Bi-Weekly						
	Employer	Employee	Employer	Employee	Employer	Employee
Cost Share per Pay - One Person	\$252.33	\$17.31	\$252.33	\$5.38	\$209.30	\$0.00 ^c
Cost Share per Pay - Two Person	\$327.70	\$35.84	\$327.70	\$10.91	\$437.43	\$0.00 ^c
Cost Share per Pay - Full Family	\$688.17	\$45.23	\$688.17	\$12.80	\$169.29	\$0.00 ^c

^aFor 2 Person/Family coverage, once a single member meets the "individual" deductible, McLaren will begin paying 100% of the cost of most approved services for that member. See benefit summary for details.

^bCopay does not apply to deductible or coinsurance.

^cBecause all HDHP rates are less than the Hard Cap limitations, Plan 3 will automatically come with an HSA partially funded by MCC. The pro-rated difference between the hard cap limitation and the premium amount will be placed in an HSA for the employee. The employee can opt to contribute their own dollars as well.

^d**HSA Funding:** Single = \$1,118.78, 2-Person = \$2,346.76, Family = \$3,090.88

DISCLAIMER: This document is a summary of certain plan features. It should not be interpreted as a complete comparison of the products represented. For more information see the Summary of Benefits on the HR website.