

AGREEMENT

This Agreement is entered into effective July 1, 2019, by and between the Board of Trustees of Montcalm Community College, hereinafter called the "Board" or "Administration", and the Montcalm Community College Educational Support Personnel Association-MEA/NEA, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for Association Bargaining Unit Members. See Appendix A for a listing of the positions included in the Association. Appendix A will be reviewed and if necessary, updated on an annual basis

ARTICLE 2

BOARD AND ADMINISTRATION RIGHTS

Section 2.1

It is recognized that Michigan law makes the Board legally responsible for the operation of Montcalm Community College in all respects. In meeting such responsibilities, the Board acts through its Administrative staff. Such responsibilities include the establishment of educational policy; the construction or acquisition and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, promotion and termination of employment of staff members; and the establishment and revision of rules pertaining to the conduct of staff members.

Section 2.2

Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

Section 3.1

Pursuant to the Michigan Public Employment Relations Act, (PERA), the Board hereby agrees that every employee of the College shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. Every employee also has the right to refrain from joining or otherwise supporting the Association. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of Michigan, of the Constitutions of the State of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 3.2

The rights granted to employees in this Agreement shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

Section 3.3

This Article applies to all employees in the Association. The bargaining unit is described in Article 1. All employees in the bargaining unit are "bargaining unit members". Association members are those that choose to join the Association and pay dues.

- (1) The Association represents all employees in the bargaining unit.
- (2) Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association.
 - (2.a) Bargaining unit membership and Association membership are distinct.
 - (2.b) An employee is always a bargaining unit member; an employee becomes an Association member only through choice. If an employee chooses not to become an Association member he/she will remain a bargaining unit member, remain entitled to fair representation by the Association, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement and as set forth in the bylaws of the Association.
- (3) An employee who becomes an Association member will be required to pay Association dues (the amounts and regularity of those fees/dues payments to be decided by the Association). An employee choosing to become an Association member will be required by the Association to sign a payroll deduction authorization form (acceptable to the Board) authorizing the Board's Payroll Office to deduct Association dues from the employee's paychecks.
- (4) The Association will present the signed dues deduction authorization forms directly to the Board's Payroll Office. Any such authorization card shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the payroll office.
 - (4.a) Each employee may submit a signed payroll deduction authorization form (via the Association) to the payroll office twice per fiscal year (beginning of fall semester through end of summer session).
 - (4.b) The Association shall annually certify in writing to the board's payroll office no later than the third Friday in September, the authorized amount to be deducted from each Association member who submits a signed payroll deduction authorization form. The board's payroll office shall deduct the authorized amount from each of the employee's regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Association, together with a list setting forth the name of each employee for whom deductions were made.
 - (4.c) The Board's Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.
- (5) Neither the Board nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member.
 - (5.a) Joining the Association is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Association.

(5.b) Paying Association dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Association dues.

(5.c) The Board will not tolerate harassment or discrimination against any employee who chooses to become an Association member or chooses not to become an Association member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the board's harassment/EEO policy. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an Association member or chose to not become an Association member, or chose to pay Association dues or chose to not pay Association dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause."

(6) The Association agrees to indemnify and hold the Board harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of deductions made by the Board pursuant to this Article, or by reason of the Board complying with the provisions of this Article.

Section 3.4

The Association and its representatives shall have the right to use College buildings for meetings of employees at all reasonable hours as determined by the appropriate administrator with such use to be requested in advance insofar as possible.

Section 3.5

The Administration shall be advised in writing of the officers and other persons authorized to represent the Association in its dealings with the Board. Such persons shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the usual schedule or other responsibility of any of the employees, including the representatives of the Association.

Section 3.6

For official Association use only, the Association will be permitted to make use of College facilities and equipment, including computers, typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, and when such use is arranged with persons responsible for each piece of equipment used. The person responsible for each piece of equipment will assure himself/herself that the user has the skills to operate the equipment properly. Instruction will be provided if needed. The Association shall pay for supplies used in Association business.

Section 3.7

The Association shall have the right to post notices of its activities and matters of Association business on Association boards, at least two (2) of which shall be provided.

Section 3.8

The Board agrees to furnish authorized representatives of the Association, in response to reasonable requests from time to time, information concerning the financial resources of the College. Such information shall include, but not be limited to, annual financial reports and audits, register of College personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, official treasurer's reports, application and enrollment data, names of all employees and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the members, together with information which may be necessary for the Association to process any grievance or complaint, provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly. Also, that the financial and personal information requested might be rightfully divulged to anybody, and that such information will be made available in the form normally used by the various administrative offices.

Section 3.9

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied to employees in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

Section 3.10

Special conferences for important matters, including those identified by Section 3.10, will be arranged between the Association President and the designated representative of the College upon the request of either party. The Association President may designate one other member to attend such meetings. The members of the Association shall not lose time or pay for time spent in such conferences if requested by the Administration and if during the employee's normal work hours.

Section 3.11

In the event there is a change in a rule, regulation or law that governs the operation of the College with respect to its employees, the President of the College, or his/her designee, shall confer with the Association President to determine who should be appointed to a joint interest based decision making committee charged with determining how the change shall be implemented.

Section 3.12

In the event the Administration determines that it might be necessary to subcontract a service normally provided by members of the bargaining unit, it shall notify the Association President for the purpose of setting a meeting to discuss alternatives to the subcontracting. It is understood that there may be times when the immediacy of the need would preclude this notification and meeting process.

ARTICLE 4

PAYROLL DEDUCTIONS

Section 4.1

Upon written authorization from the employee, the Administration shall deduct from the wages/salary of the employee an amount for Association dues or other such fee or charge as may be required by the Agreement between the Association and the Board. Upon written authorization, the Administration shall deduct and make appropriate remittance for voluntary contributions to the Credit Union, United Fund, or any other plans or programs jointly approved by the Association and the Board.

Section 4.2

All dues so deducted shall be remitted to the Treasurer of the Association. Dues deduction shall be made in ten (10) equal installments during the months from September to June.

ARTICLE 5

DISTRIBUTION OF CONTRACTS

Section 5.1

Copies of this Agreement will be printed at the expense of the Board and presented to each employee.

ARTICLE 6
LOCKOUTS AND STRIKES

Section 6.1

The Board shall not engage in any lockout of the employees during the term of this Agreement.

Section 6.2

The Association agrees that for the duration of this Agreement neither the Association nor its individual members will authorize or take part in a strike, work stoppage, or slowdown, refusal to perform any duty or other interference with or interruption of the normal conduct of the College. It is agreed that taking part in any of the activities outlined above is just cause for dismissal.

ARTICLE 7
NEGOTIATION PROCEDURES

Section 7.1

Negotiations shall not be reopened prior to April 1, 2019, except by mutual consent.

Section 7.2

At the request of either party, the parties will meet not later than twenty (20) calendar days prior to the expiration of this Agreement to establish ground rules and guidelines for the negotiation of a subsequent contract.

Section 7.3

During the period of this contract, specific items of this contract identified in advance may be reopened for negotiation only by mutual consent of the Board and the Association.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1

The Board and the Association support and subscribe to an orderly method of adjusting disputes or complaints that arise on behalf of an employee with respect to the interpretation or application of the terms of this Agreement. To this end, the employee shall bring the problem to the attention of the immediate supervisor who shall attempt to resolve the problem informally.

Section 8.2

A grievance is a dispute between an employee and the Administration regarding the meaning, interpretation or application of any provision of this Agreement. Grievances shall be filed by the aggrieved employee and processed in accordance with the following procedures:

- (1) Within ten (10) weekdays after the aggrieved has become aware of the event that is the basis for the grievance, he/she shall discuss the matter with his/her supervising Administrator.
- (2) If such discussion does not resolve the matter to the grievant's satisfaction, he/she shall notify the Association President within ten (10) weekdays after the discussion. If desired by the grievant (or by the Association President if it is a grievance filed in accordance with Section 8.4), the Association President, upon such notification, shall notify the Administration that the joint bargaining team needs to convene to discuss the issue raised by the grievant. The joint team shall meet within ten (10) weekdays of that notification in an attempt to resolve the issue raised by the grievant.
- (3) If such discussion does not resolve the matter to the grievant's satisfaction, or if the grievant chooses not to involve the joint bargaining team, he/she shall file a written grievance with the supervising Administrator within ten (10) weekdays after the discussion. The written grievance shall state the facts upon which it is based and reference all provisions of the Agreement which are involved. A copy of the written grievance shall be given to the Chairperson of the Association Grievance Committee. The supervising Administrator shall give a written reply within five (5) weekdays after receiving the grievance.
- (4) If such reply does not resolve the matter to the grievant's satisfaction, he/she shall file a written statement of the reason why with the President of the College, or his/her designee within five (5) weekdays after receiving the reply. The President, or his/her designee, shall discuss the matter with the grievant, the Association President the Chairperson of the Association Grievance Committee and the administrator(s) within fifteen (15) weekdays. (If the President desires, a representative of the Board shall also be in attendance.) The President, or designated representative, shall give a written reply to the grievant within ten (10) weekdays after the discussion with a copy to the Chairperson of the Association Grievance Committee.
- (5) If such reply does not resolve the matter, the Association Grievance Committee may refer the grievance to arbitration by giving written notice to the President within ten (10) weekdays after receiving the reply.

Section 8.3

Within five (5) weekdays of receipt of the notification to refer the matter to arbitration, the President of the College and the Association President shall confer to select a mutually agreed upon arbitrator. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific Articles or Sections of this Agreement.

- (1) The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- (2) The arbitrator shall be limited to deciding whether the Administration has violated specific Articles or Sections of this Agreement, and shall not substitute his/her judgment for that of the Administration as to the reasonableness of any practice, policy or rule established by the Board.
- (3) Should either party dispute the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.
- (4) The decision of the arbitrator shall be rendered within thirty (30) calendar days after the conclusion of the hearing. There shall be no appeal from the arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Association, the members of the bargaining unit and the Board. Neither the Board nor the Association shall encourage, and both shall discourage, any of their members to make an appeal to any Court or other Board from a

decision of an arbitrator and neither shall attempt by any other means to bring about the settlement of any grievance.

- (5) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 8.4

If a grievance involves a dispute regarding the rights of the Association under this Agreement rather than the rights of individuals, the grievance shall be filed in writing by the President of the Association with the President of the College at Step 3 above within ten (10) weekdays after becoming aware of the event which is the basis of the grievance.

Section 8.5

An employee may, at any time, elect to not have the Association involved in the processing of his/her grievance. At any time, any individual employee may present a grievance to the Administration and have the grievance adjusted. This adjustment may occur without intervention of the Association Grievance Committee if the adjustment is not inconsistent with the terms of this Agreement provided that the Association Grievance Committee has been given an opportunity to be present at such adjustment.

Section 8.6

Since grievances are best settled if initiated and processed promptly, the foregoing time limits will be adhered to unless an extension is mutually agreed upon in writing.

Section 8.7

"Weekdays" (including summer weekdays) means Monday through Friday excluding designated holidays.

ARTICLE 9

PERSONNEL FILE CONTENTS

Section 9.1

All evaluations placed in an employee's file must be signed by the employee. This is not to be construed as agreement with the evaluation but only as an acknowledgment that the evaluation exists. An employee will have the right to attach a rebuttal statement to any evaluation in his/her personnel file.

Section 9.2

An employee has the right to add a letter to his/her personnel file that may clarify or rescind any previous letter of which he/she was the sole author.

Section 9.3

An employee shall, upon request, have access to the contents of his/her personnel file that is retained by the Personnel Department of the College with the exception of letters of reference for employment. The Association may review an employee's file with permission of the employee and if accompanied by the employee. The Association may obtain copies of materials in an employee's file from the employee.

Section 9.4

It is further agreed that an employee's personnel file shall be considered his/her official file in grievance hearings. In imposing any sanction on a current reprimand, the Administration will not take into account any prior infraction that occurred more than one (1) year previously.

ARTICLE 10 **LEAVES**

Section 10.1 Sick Leave

Full-time employees scheduled to work forty (40) hours per week shall earn sick leave at the rate of eight (8) hours per month of completed employment. Part-time employees scheduled to work less than forty (40) hours per week shall earn the pro-rata amount of hours per month of completed employment. Part-time employees will receive an additional sixteen (16) hours of sick leave, that is not accumulative, each time they complete two thousand (2000) hours of employment. An employee hired prior to the 15th of the month shall be credited for a full month of sick leave. An employee hired after the 15th of the month shall receive one-half (1/2) of the allotted sick leave time for the first month only. Leave time may be earned but not granted during the probationary period.

- (1) Sick leave may accrue without limit.
- (2) An employee shall be allowed to use sick leave for health care appointments, personal illness, disability or quarantine, or the serious illness of his/her child, parent, step-parent or member of his/her immediate household.
- (3) Upon retirement, unused sick leave will be paid at the rate of \$.50 per hour, up to a maximum of \$1,000. For purposes of this section, retirement is defined as the voluntary separation from employment with the College that results in cessation of any contributions to, or accumulation of service time within, any recognized retirement system or optional retirement plan associated with employment at the College.

Section 10.2 Sick Leave Abuse

If an employee is suspected of sick leave abuse, he/she will be notified by the Director of Human Resources that a doctor's excuse will be required for future absences covered by Section 10.1.

Section 10.3 Personal Leave

A full-time employee shall be allowed three (3) personal leave days per year with pay. Such leave may be taken only in one-quarter (1/4) hour units. Notification shall be given in advance to the immediate supervisor when possible. On June 30 of each year, unused personal leave shall be converted to vacation time.

Part-time association members will receive personal leave pro-rated to their regularly scheduled work hours. No conversion allowed at the end of the fiscal year for any unused hours.

Section 10.4 Child Care Leave (to the extent not superseded by the Family and Medical Leave Act)

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken the leave. As part of Act, eligible employees are entitled to leave time related to the birth of a child. For specifics about the act, view the information located in the college mail room, the department of labor website at <https://www.dol.gov/whd/fmla/> or in the Human Resource department.

Section 10.5 Extended Illness

An employee who is unable to work for health reasons for a period not to exceed one (1) calendar year shall be reinstated to his/her previous position, provided the position still exists, without loss of seniority. A physician's statement will be required as to the starting and termination dates of the health problems.

Section 10.6 Leave for Jury Duty

A leave of absence shall be granted an employee serving jury duty, provided that the Board shall only be obliged to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid.

Section 10.7 Death in the Family

Each employee shall be allowed leave, with pay, as follows:

- (1) A total of five (5) days will be allowed for each death in the employee's immediate household or immediate family. Additional days may be allowed but must be taken from sick leave for the death of a spouse, child, step or foster child, sibling, parent, or for the death of a significant other previously registered with Human Resources.
- (2) The immediate family is interpreted to include: father, mother, brother, sister, husband, wife, son, daughter, grandparents, step or foster children, grandchildren and the equivalent in-law relationship of the above.
- (4) One (1) day will be allowed, when requested, for the death of a relative outside the immediate family, or for persons where the closeness of the relationship would warrant. The day will be taken from accumulated sick leave.
- (5) In the event of death in one's immediate family, time shall be allowed for travel. Such travel time shall be deducted from available sick leave time.
- (6) All such leave shall be for the purpose of attending the funeral or memorial service for the deceased. The leave will also be allowed for attending to the funeral arrangements or matters relating to the settling of the deceased's estate. Proof of attendance at the funeral or appointments for other permitted purposes may be required. Use of the funeral leave for other legitimate reasons related to the death may be allowed at the discretion of the immediate supervisor.

Section 10.8 Association Leave

The Board will provide the Association a total of two (2) days per year of unpaid leave time to attend functions of the Association, such as conferences, training sessions or conventions. A request for the use of an Association leave day must be made in writing to the appropriate immediate supervisor at least one (1) week prior to the requested leave date. The Association representative will be allowed paid release time to attend scheduled joint hearings on grievances when such hearings are scheduled during the employee's work hours. When necessary, an employee required as a witness will be granted paid release time for the period during which he/she is required to testify at a grievance hearing.

Section 10.9 Use of Paid vs. Unpaid Leave and Related Fringe Benefit Costs

In order to clarify the use of paid vs. unpaid leave during an illness (including Section 10.5, Extended Illness) and to clarify the responsibility for the cost of fringe benefits during any unpaid leave, the Administration and the Association agree to the following language:

1. All accumulated paid leave must be exhausted before unpaid leave is requested.

2. All fringe benefits shall be suspended during any unpaid leave of absence. Fringe benefits may be continued at the expense of the employee. If the unpaid leave is covered under the provisions of the Family & Medical Leave Act, all fringe benefits are continued at the expense of the College.
3. Prior to the suspension or termination of fringe benefits, the employee will be notified in writing of the impending suspension or termination, their ability to continue those benefits at their own expense, and the cost of continuing those benefits.

Section 10.10 Leave Transfer

Support Staff may donate accumulated paid sick and/or vacation leave to another MCCESPA Support Staff member or Administrator as described in this section. The donation rules stated in this Agreement also may be shared with an employee from the Administrative Council.

1. Donations can only be made to a specific person.
2. No "banking" of transferred leave is allowed.
3. Donations are final and cannot be withdrawn by the donor once the Leave Time Donation Form is executed, except upon a change in circumstances for the recipient as documented with the Director of Human Resources.
4. Unused donations revert to the donor.
5. Donations will be requested on a biweekly basis as requests are approved.
6. Donating Support Staff must have a sick leave balance of greater than 500 hours before they can donate sick leave. Vacation time may be donated at any time.
7. The donated amount must not reduce their sick leave balance to be less than 500 hours.

Support Staff requesting leave must meet the following eligibility:

- a) when all of their available paid sick leave, and vacation leave have been exhausted;
- b) when they have an illness or injury covered by FMLA guidelines;
- c) when they are not eligible for paid leave from worker's compensation, short-term disability or long-term disability; and
- d) when additional leave is required for one of the allowable uses of sick leave stated in Section 14.1.

Requests for Leave Transfer must be submitted to the Director of Human Resources by the Support Staff or by the Support Staff's authorized representative. All requests for leave time transfer must be supported with medical and/or other documentation acceptable to the Director of Human Resources. The Director of Human Resources will verify that the requesting employee's paid leave has been, or soon will be exhausted and, that the donating Support Staff has a sick leave balance of greater than 500 hours.

Once this verification is complete, the Director of Human Resources will notify all other employees that a request for leave time transfer has been made. Employees wishing to donate paid leave time to the requesting employee will complete a Leave Time Donation form and submit it to the Director of Human Resources.

Donations can be made in full hour increments only. The donating employee may not donate more than 50% of their current leave balance. All requests and donations will remain anonymous, to the extent practicable.

Any recipient employee's portion of benefit premiums will be the responsibility of the employee to maintain during any absence to insure continuation of coverage.

The maximum limit of leave time for an employee to receive under this Section is 12 work weeks based on a 40-hour week, 8-hour work day. The paid leave time runs concurrently with any Family and Medical Leave

time. This policy does not create greater leave time for employees than exists by College policy, contract or law (e.g., it does not create 24 weeks of potential FMLA leave).

Disputes or complaints involving the granting or denial of leave time transfer or donation in any respect may be addressed through the grievance procedure.

ARTICLE 11

VACATION

Section 11.1

Vacation time will be awarded to a full-time employee only in accordance with the following:

- (1) No vacation shall be allowed during the first six (6) months of employment at Montcalm Community College, except that part-time employees may use accumulated vacation hours to cover scheduled hours in excess of (pro-rata) hours of holiday pay provided in section 13.3(1).
- (2) Vacation time shall be earned at the rate of eight (8) hours per each completed month of full-time employment which is equal to 96 (96) hours (12 days) per year.
- (3) After completion of five (5) years of full-time employment, vacation time shall then be earned at the rate of twelve (12) hours per each completed month of full-time employment which is equal to one hundred forty-four (144) hours (18 days) per year.
- (4) After completion of ten (10) years of full-time employment, vacation time shall then be earned at the rate of sixteen (16) hours per each completed month of full-time employment which is equal to one hundred ninety-two (192) hours (24 days) per year.
- (5) For employees hired on or before June 30, 2001, effective the fifteenth (15th) year of full-time employment and for each succeeding year thereafter, an additional two-thirds (2/3) hour per month of vacation time shall be earned by the employee to a maximum earning of twenty-three and one-third (23 1/3) hours per month of vacation time earned which is equal to two hundred eighty (280) hours (35 days) per year.
- (6) Paid vacation days cannot be used before they have been earned.
- (7) Carry over of vacation days is limited to an amount equal to 1.5 times the amount earned annually. Accrued vacation in excess of this limit will be converted to sick leave.
- (8) Employees hired by the 15th of the month shall receive a full month's credit. Employees hired after the 15th of the month shall receive one-half (1/2) of the vacation time credit for the first month only.
- (9) A part-time employee shall earn vacation time, as provided in (1) through (7) above, prorated on the basis of the ratio of his/her regularly scheduled hours per week compared to forty (40).

Section 11.2

- (1) Vacations of one (1) or more weeks must be scheduled at least two (2) weeks prior to start of the vacation. Vacations of less than one (1) week must be scheduled at least one (1) week prior to start of the vacation.

- (2) Vacations may be requested at any time. In the event two or more employees request a vacation for the same date(s), the first person(s) who requests the date(s) shall be awarded the vacation date(s) unless the requests were received the same day. In that event, the most senior employee shall be awarded the vacation date(s).
- (3) Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employees and needs of the College. Vacation time may be taken providing such scheduling does not interfere with the operation of the College.
- (4) A vacation may not be waived by an employee with extra pay received for work during that period.
- (5) If an employee is laid off, retired or severs his/her employment, he/she will receive any unused vacation time in the form of a regular paycheck at the time of separation.

ARTICLE 12

INSURANCE BENEFITS

Specific insurance coverage for health, long-term disability, life, dental and vision will be as mutually agreed upon by the parties.

Section 12.1 Health Insurance

The Board shall provide to each full-time employee, health insurance for the employee and his/her eligible dependents for the duration of the contract. Health Savings Account funds, if applicable to the health plan, will be provided on the first weekday of July, 2019, 2020 and 2021 in an amount equal to the minimum required by the IRS to qualify as a high-deductible health plan. Any amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

Section 12.2 Long-term Disability Insurance

Long-term disability insurance will be provided for each employee. Benefits shall begin after use of all accumulated sick leave or ninety (90) calendar days of disability, whichever should occur later, and continue at sixty-six and two-thirds percent (66 2/3%) to age 65 with a \$4,000 maximum monthly income benefit.

Section 12.3 Group Life Insurance

Group life insurance protection in the amount of one (1) times the employee's annual base salary to the next higher one hundred dollars (\$100) will be provided for the employee's designated beneficiary. In the event of accidental death and dismemberment, the insurance will pay double the specified amount.

Section 12.4 Dental Insurance

The Board shall provide, without cost to the employee, a dental plan Orthodontic Rider (80-80-75-70), including internal and external coordination of benefits (COB), for the employee and his/her eligible dependents.

Section 12.5 Vision insurance

The Board shall provide, without cost to the employee vision insurance for the employee and his/her eligible dependents.

Section 12.6 Insurance Options

a. Except for the individuals named in 12.6.b (immediately below) the Board will permit a full-time employee who does not elect health insurance coverage to apply \$270 per month toward an investment account, tax-deferred annuity or any other company which meets IRS requirements, or in cash.

b. The monthly benefit under Section 12.6.a (immediately above) will be \$450 per month, for the following individual:

Anne Wiggers

If this employee shall hereafter elect health insurance coverage, or have a break in service, any future benefit shall be as described in Section 12.6.a.

Section 12.7 Health Insurance For Part-time Employees

To the extent permitted by the underwriter, a part-time employee shall be permitted to purchase health insurance at the negotiated group rate through the College. All premiums for said insurance shall be the sole responsibility of the employee and shall be payroll deducted.

Section 12.8 Agreement to Explore

The Association and the Administration agree to explore other types of insurance as listed in this Article 12 on an annual basis, including, but not limited to, other providers, levels of coverage, Health Savings Accounts, long-term care insurance, short-term disability, self-insurance, cooperative purchasing arrangements, etc.

ARTICLE 13

HOLIDAYS

Section 13.1

All full-time employees shall receive the following holidays or shall receive holiday pay for working on the following holidays:

- (1) New Year's Day (January 1)
- (2) Friday of Spring Break
- (3) Memorial Day (last Monday in May)
- (4) Independence Day (July 4)
- (5) Labor Day (first Monday in September)
- (6) Thanksgiving (fourth Thursday in November)
- (7) Christmas (December 25)
- (8) One (1) floating day of the employee's choice, which must be scheduled with the approval of the employee's supervisor within each contract year. If not taken, it is lost.

Section 13.2

All full-time employees shall have, in addition to the above, the day before Thanksgiving and the day after Thanksgiving and the day before Christmas (December 24 when it is a Monday through Friday workday) off with pay. If an employee works on the day before or the day after Thanksgiving or on the day before Christmas (December 24 regardless of the day of the week) the employee shall be paid triple time for all hours worked that day, which shall include holiday pay for all hours worked.

Section 13.3

- (1) Part-time employees will be paid a pro-rata amount, on the basis of a forty (40) hour work week, for each holiday listed in 13.1 and 13.2. that occurs during their scheduled work year.
- (2) Full-time employees scheduled to work more than eight (8) hours on a holiday listed in 13.1 and 13.2 shall:
 - (a) make arrangements to work the additional scheduled hours at another time during his/her work week to receive a full-week's pay; or
 - (b) use vacation time to cover the additional scheduled hours to receive a full week's pay; or
 - (c) use personal leave to cover the additional scheduled hours to receive a full week's pay; or
 - (d) take the additional scheduled hours as unpaid leave.

Section 13.4

If any of the holidays listed in 13.1 above fall on a Saturday, the preceding Friday shall be considered the holiday. If any of the holidays listed in 13.1 above fall on a Sunday the following Monday shall be considered the holiday.

Section 13.5

The full-time support staff shall be granted four (4) paid leave days between the Christmas and New Year's holidays. Part-time support staff shall be paid a pro-rata amount, on the basis of a forty (40) hour work week for the work days between the Christmas and New Year's holidays. Such paid leave days shall not be considered "holidays" for the purpose of computing holiday pay or assignments.

ARTICLE 14

SENIORITY

Section 14.1

- (1) Seniority shall be defined as the length of service at the College as a member of the bargaining unit, separated by the groups described in Section 17.2. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
- (2) There shall be no loss of seniority and seniority will continue to accrue unless the employee is absent from work in excess of one (1) year due to an approved leave of absence. Seniority shall be retained, but not earned, during a period of layoff.
- (3) Seniority will be determined separately for full-time and part-time employees based on full-time equivalent hours worked. If a part-time employee becomes full-time, he/she retains any seniority accrued. A full-time employee reduced to part-time as described in Section 17.4 will remain on the full-time seniority list, with their part-time hours being converted to full-time equivalent hours.

Section 14.2 Probationary Period

A newly hired full-time employee shall serve a probationary period as follows:

| | |
|-----------------------------------|-------------------|
| Custodial, Maintenance, Support I | thirty (30) days |
| Support II and Support III- | sixty (60) days |
| Support IV | ninety (90) days. |

A part-time employee will serve a probationary period equal to the hourly equivalent of the above periods.

A probationary period may be extended, for good cause, for an additional thirty (30) days by the Administration.

When an employee has completed the entire probationary period, he/she shall be entered on the seniority list from the day of hire into this bargaining unit. There shall be no seniority for probationary employees.

A probationary employee's service with the College may be terminated at any time by the Administration with or without cause and in its sole discretion. A probationary employee separated under the terms of this Section shall not have recourse to the Grievance Procedure.

Section 14.3 Seniority Lists

- (1) The Administration shall annually compile a seniority list of all employees in the bargaining unit, listing the name, date of hire and classification. Such list shall be provided to the Treasurer of the Association.
- (2) Seniority shall not be affected by race, sex, marital status or dependents of the employee, or whether or not the employee is a member of the Association.

Section 14.4 Loss of Seniority

An employee shall lose seniority if:

- (1) He/She resigns or is terminated.
- (2) He/She does not return to work within seven (7) working days after a registered or certified letter has been sent to the last known address notifying the employee of recall from layoff.

Section 14.5

It shall be the employee's responsibility to keep the Business Office advised as to his/her current mailing address.

ARTICLE 15

TUITION-FREE STUDY/TUITION REIMBURSEMENT

The parties support the principle of continuing education for Association members and participation in their professional organization.

College employees may enroll in MCC courses, tuition and fee free, within the following limitations:

- (1) For non-credit and recreation courses, the maximum contribution by the Board will be an amount equal to the cost of in-district tuition and fees for up to nine (9) contact hours per contract year.

- (2) Participation in tuition-free study must not interfere with the employee's regular work responsibilities. If the course is taken during the employee's work hours it must be job-related and the employee must have authorization in accordance with the Administration's procedure.
- (3) An employee's spouse, child who is age 25 or under, or dependent regardless of age is eligible for this benefit.

20% of the cost of text books purchased at the college bookstore will be refunded to the employee through the business office after timely processing of receipt.

Coursework At Other Institutions:

The College will pay an employee's tuition for credit coursework at another accredited college or university within the following limitations:

- a. The maximum contribution by the College shall be limited to three (3) credit hours per employee per contract year, and
- b. The per-credit-hour tuition shall not exceed the per-credit-hour tuition rate for a similar-level course at Michigan State University.
- c. Additionally, the College will reimburse employees for credit classes at other institutions if the class is approved in advance by the College President and if the class is determined to have clear, reciprocal advantage to the College and satisfactory completion of the class has occurred (2.0 GPA or better). Timely reimbursement processing will occur through the business office after a copy of the official grade report has been provided. A maximum of three (3) classes per contract year may be eligible for this benefit. Any such classes must be taken on the employee's own time.

ARTICLE 16

VACANCIES, TRANSFERS, AND RECLASSIFICATION

Section 16.1

When a new position is created the Administration and the Association shall use the Support Staff Classification process to determine the appropriate classification placement. The Administration may make initial placement determination pending conclusion of such process. Said classification placement will be made known on the posting for the position.

Section 16.2 Vacancy Defined

A vacancy is created when:

- (1) the Administration determines that a new position in the bargaining unit is needed
- (2) a current employee resigns, retires, or is discharged

Section 16.3 Posting of Vacancies

- (1) In the event the Administration is going to eliminate a vacant position from the bargaining unit, the Association President shall be notified within fifteen (15) working days of the vacancy. A meeting to discuss the elimination of the position shall be held within ten (10) working days of that notification.
- (2) Unless the Administration has determined that a position is to be eliminated as in (1) above, a vacancy will be posted within fifteen (15) working days. The position will not be permanently filled until the position has been posted for five (5) working days. The Association membership will be notified via electronic delivery of the posted position.

- (3) The Association and the Administration agree to explore the concept of performing a job study before eliminating any position.

Section 16.4 Temporarily Filling Vacancies

The Administration may temporarily fill a vacancy pending its permanent filling. However, in no case shall a vacancy be temporarily filled for more than thirty (30) working days unless there has been mutual agreement between the Administration and the Association.

Section 16.5 Temporarily Filling Positions That Are Not Vacant

In the event an employee is absent due to a temporary illness or on an approved leave as identified in Article 10, the Administration may fill the position by use of a "temporary" employee. Said "temporary" employee shall be considered eligible to elect membership, or non-membership, in the bargaining unit if he/she is to be employed for longer than the probationary period for that position. If the employment is for less than the probationary period, he/she shall be considered a "casual" employee.

Section 16.6

All applicants will be judged on their meeting the qualifications for the posted vacant position. The most qualified applicant will be selected. In the event of equal qualifications, current employees will be given preference over outside applicants. In the event of equal qualifications among current employees, full-time employees will be given preference over part-time employees.

Section 16.7

A full-time employee who is advanced to a new job position shall be given a trial period to perform the new job as follows:

| | |
|-------------------------------------|------------------|
| Custodial, Maintenance, Support I | thirty (30) days |
| Support II, Support III, Support IV | sixty (60) days. |

Part-time employees will be given trial periods as follows:

| | |
|-------------------------------------|--------------------|
| Support I | 175 hours of work |
| Support II, Support III, Support IV | 350 hours of work. |

In the event of the employee's inability to perform the work properly following the trial period, he/she shall be reinstated to his/her previous position. When this provision creates a layoff situation, seniority will prevail.

Section 16.8

An employee shall be involuntarily transferred to a position of lower rank and pay only when he/she otherwise would be laid off from the higher rank. The Administration shall not use such transfers as a disciplinary measure.

Section 16.9

An employee who voluntarily transfers from one classification to another classification shall be paid during the trial period at the rate of pay for the new classification.

Section 16.10

An employee shall have the right to refuse, without recourse, a temporary assignment to a higher job classification. The Administration, at its discretion, may authorize additional compensation for such temporary

assignment. If an employee is assigned temporary additional duties within his/her classification or a lower classification, his/her pay rate shall not be reduced.

Section 16.11

In the event a current employee, or his/her immediate supervisor, believes that the level of responsibility of the employee's current position has increased sufficiently enough to qualify its placement into a higher classification, the employee, or supervisor, can request a reclassification investigation. Said investigation will utilize the "Support Staff Classification Process" as a guideline in determining whether or not the increased responsibility warrants a reclassification. A change in an employee's job description is not necessarily justification for a reclassification.

If, through the use of the Support Staff Classification Process, a position is scored above a Support IV, the individual in that position shall receive \$2.50 per hour above the hourly rate determined by their step placement on the Support IV salary schedule.

If an existing or vacated support staff position is being considered for elimination (as described in Section 16.3 (1) above) and moved to administration, the following shall occur:

1. The updated job description shall be put through the Support Staff Classification Process.
2. If the Support Staff Classification Process results in a total number of points that exceeds the maximum points for Support IV, the joint bargaining team will meet to determine if the position should remain within the Association, or if it should become an administrative position.
 - a. In making this determination, the joint bargaining team will consider the following criteria as indicative of an administrative position. If a majority of these criteria are included in the job description, it will be deemed to be an administrative position.
 - i. Administers/oversees budget(s).
 - ii. Supervises non-work study employees and/or a functional area.
 - iii. Manages/administers systems and/or processes.
 - iv. Maintains confidentiality.
 - v. Recommends hiring and/or firing.
 - vi. Retains significant accountability for decisions/actions.
 - vii. Integrates department objectives into the College's mission, vision and goals.
 - viii. Encourages or seeks out appropriate professional development opportunities toward continuous quality improvement for themselves and/or others.
 - ix. Includes duties and responsibilities that require advanced knowledge or an advanced degree and continuous learning, predominantly intellectual in nature.
 - b. If the joint bargaining team determines that the position should remain within the Association, the individual in that revised position shall receive \$2.50 per hour above the hourly rate determined by their step placement on the Support IV salary schedule.

Section 16.12

The Administration and the Association shall review the "Support Staff Classification Process" to ensure that it adequately offers usable guidelines for determining the classification of a position upon request of either party.

Within the Support Staff Classification Process, the point ranges classifying a position as Support II, III, or IV will be equal.

ARTICLE 17

LAYOFF AND RECALL

Section 17.1

In the event of a reduction in staff, first temporary, then probationary, then part-time, then full-time employees in the classification groups affected shall be laid off. Next, employees with low seniority in the classification group affected will be laid off, with the right to bump into any pay grade classification, based upon College-wide seniority, provided he/she is qualified to perform the work of the other position. Qualified shall mean possessing the minimum qualifications for the respective position and where the association and the administration agree that the employee has the potential to perform the duties required in the new position.

Section 17.2

For the purposes of layoff and recall, there shall be three (3) separate pay grade classification groups that may not be crossed in determining bumping rights. In descending order, the groups are as follows:

| <u>Group A</u> | <u>Group B</u> | <u>Group C</u> |
|--------------------------|--|---|
| Maintenance Custodian | Support IV Support III Support II Support I | Grant-funded positions Contract-funded positions |

Section 17.3

In reducing the work force of a group because of lack of work or funds within the College, the last employee hired in the group will be the first employee laid off in the group and the last employee laid off in the group will be the first employee recalled, provided he/she is qualified to perform the work of the other position. Qualified shall mean possessing the minimum qualifications for the respective position and where the association and the administration agree that the employee has the potential to perform the duties required in the new position. An employee's right to recall shall exist for a period of up to two (2) years from the date of layoff. A full-time employee on layoff shall be given preference for recall purposes over a part-time employee.

Section 17.4

If any person who is employed in the bargaining unit at the time this Agreement is ratified should hereafter be reduced to part-time status, health insurance benefits shall be continued without cost so long as the employee is scheduled to work twenty-four (24) or more hours per week. If the employee should be scheduled to work fewer hours, the Board's contribution toward the cost of such health insurance benefits shall be pro-rated on the basis of the employee's scheduled hours to forty (40).

Section 17.5

The Administration shall give notice of an impending layoff to the affected employee at least fourteen (14) calendar days prior to the effective date of the layoff. Employees must exercise any bumping rights by the effective date of the layoff.

ARTICLE 18

DISCIPLINE AND DISCHARGE

Section 18.1

The Administration shall not discharge, suspend or discipline any employee without just cause.

Section 18.2

An employee will have the right to have Association representation at all or any level of disciplinary action taken against him/her. The employee must sign and receive a copy of any and all disciplinary action. This is not to be construed as an admission of guilt but only as an acknowledgment that such action exists.

ARTICLE 19

REST PERIODS

Section 19.1

Each employee shall receive a fifteen (15) minute rest period during each four (4) hours of work. The rest period should normally be taken in the middle of the four (4) hour period.

Section 19.2

Each employee who works beyond eight (8) hours shall receive a fifteen (15) minute rest period for each additional four (4) hours worked.

Section 19.3

An employee may not lengthen the rest period, start work late, or leave work early because of having missed a rest period.

ARTICLE 20

MEAL PERIODS

Section 20.1

Each custodial and maintenance employee shall receive a scheduled paid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

Section 20.2

Each support staff employee, other than a custodial or maintenance employee, who works five (5) or more continuous hours shall receive a scheduled unpaid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

ARTICLE 21

HOURS

Section 21.1 Work Schedule

Each employee's normal starting and ending time shall be posted by Human Resources on the college intranet.

It is recognized that the requirements of maintaining a College make the setting of definite work hours impractical. The Administration shall have the right to fix, alter or change the regular work week, the regular work day, the number of hours of work, the shifts, and the starting and ending time of each if, no less than forty-eight (48) hours in advance, verbal notification is provided to the employee and email notification is provided to the President of the Association.

Section 21.2

Work schedules will not be adjusted by the Administration to avoid an overtime situation.

Section 21.3 Work Week

(1) The regular work week for a full-time employee shall be forty (40) hours consisting of five (5), eight (8) hour days in order to provide a basis for calculating overtime only, except as specifically altered by other provisions of this Agreement. Employees will be paid time and one-half for all hours worked over forty (40) hours per week or eight (8) hours per day. Approved paid leaves will be considered as time worked for purposes of overtime calculation.

(2) Modified Work Schedules

The work schedule of an individual employee may be modified without regard to the eight (8) hour-per-day provision of Section 21.3 (1) when mutually agreed to by the employee, the employee's immediate supervisor, the Administration and the Association. The Association shall act in the interest of the employee. The Administration shall provide for an administrative appeal process. Overtime will be calculated on such modified schedules on the basis of hours worked over forty (40) in a week or hours worked in excess of the scheduled workday.

(3) Process for overtime approval

- a) All overtime (paid, compensatory or flex) must be approved in advance.
- b) If overtime is needed, the employee and supervisor must discuss whether the time will be considered flex time, compensatory time, or paid overtime.
- c) If both the employee and the supervisor agree that it will be addressed through flex time or compensatory time, the provisions of section 21.11 or 21.12, respectively, will apply.
- d) If the employee and supervisor do not agree to flex time or compensatory time, and the overtime is necessary, the supervisor will seek approval by the President of the College. Approval from the President of the College, in advance, is required for all paid overtime.

Section 21.4 Holiday Work Schedules

(1) When work shifts are scheduled for holidays, seniority will prevail across classifications in the custodial and maintenance classifications for the opportunity to work, i.e. 21.9 (5). If work is scheduled for the support staff classifications, such work shall be offered on the basis of seniority and qualification within classification. In the event the opportunity to work on a holiday is declined by all members of the employee classification, the Administration may hire a person from outside the employee group to cover the shift. The accepting or declining of a holiday shift by the employee must be done twenty (20) work days in advance of the holiday. If custodial and/or maintenance work shifts are scheduled for holidays, such shifts shall consist of twelve (12) hours.

(2) When the actual holiday falls on a Saturday or Sunday, thereby making the preceding Friday or succeeding Monday the contractually designated holiday, the bidding procedure described above shall be implemented for the actual holiday rather than the designated holiday with respect to the custodial and maintenance employees. Employees on the fourth shift who are regularly scheduled to work on the actual Saturday/Sunday holiday shall receive eight (8) hours of holiday pay described below for the actual Saturday/Sunday holiday. Such fourth shift employees shall be assigned twelve (12) hour shifts on the Friday/Monday designated holiday, but shall receive only straight pay for those hours. Employees on the fourth shift shall be

required to work only thirty-two (32) hours in addition to their eight (8) hours of holiday pay for a total compensation of forty (40) hours under these circumstances.

Section 21.5

When the College is unable to obtain qualified outside people to work on the holidays, it shall have the right to temporarily assign employees, beginning with the least senior and rotating to the most senior in accordance with Section 21.4 (1) above to cover for employees who are absent. The College shall also have the right to temporarily assign employees pursuant to this Section to cover for employees who are absent due to illness, accident and/or vacations.

Section 21.6 Holiday Pay

Full-time employees who do not work on a holiday will receive eight (8) hours straight time holiday pay for each holiday for which they are eligible. If an employee is required to work and works on a holiday, he/she will be paid triple time for all hours worked that day, which shall include holiday pay for all hours worked.

To be eligible for holiday pay, an employee must work in full the regularly scheduled straight time work day prior to and the regularly scheduled straight-time work day after the holiday. For purposes of this subsection, an employee on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and after the holiday.

Section 21.7 When the College Is Officially Closed

- (1) The support staff need not report but will be paid at regular straight time for their regularly scheduled hours during the duration of such closure. This does not apply for college sponsored events
 - a) If the College is officially closed due to inclement weather and the support staff employee is scheduled to attend an off-campus meeting or event that day:
 - i. If the employee is scheduled to travel to the off-campus meeting or event, they are not required to travel.
 - ii. If the employee is already at the meeting or event, they shall attend as planned.
- (2) Custodial and maintenance employees may be required to report for their regularly scheduled shifts and will be paid time and one-half for the hours worked while the College is officially closed.
- (3) A custodial/maintenance employee who is unable to report during a period when the College is officially closed, or when the Administration has declared an emergency, may elect use vacation time or personal leave time to cover his/her absence or may take unpaid lost time.
- (4) Holiday Break – Custodial/Maintenance employees do not need to report during the holiday break except to provide coverage for one employee to complete a daily walk-through of buildings and mechanical rooms and grounds and/or an emergency situation if called in. Employees will sign up on a volunteer basis. If there are not enough volunteers, the supervisor will ask the high seniority and force the low seniority. All hours worked during the holiday break will be at double time.
- (5) A maintenance or custodial employee who is called in for an emergency and is unable to report, shall use personal or vacation leave time.

The Administration shall determine when the College is to be officially closed.

Section 21.8

- (1) If an employee is required to work at a location other than his/her normal work site, he/she will be paid for any excess mileage incurred in travel to the other location. Such mileage will be paid at the current allowable IRS rate.
- (2) If an employee is required to work at two (2) or more work sites in the same work day, he/she will be paid for any excess mileage incurred in travel between the two (2) or more sites and will also be paid at his/her hourly rate of pay for the travel time incurred.
- (6) Any employee who is asked to report on a call-in basis, including opening up or closing up beyond the normal work day or week, shall be paid a minimum of two (2) hours pay.

Section 21.9 Custodial and Maintenance Provisions

(1) Work Schedules

Work schedules which show the employee's shift, work day, classification and hours of the shift will be posted electronically on the intranet.

(2) Shift Designation

D-1 The day shift shall begin on or after 6 a.m., but prior to 12 noon.

D-2 The afternoon shift shall begin on or after 12 noon, but prior to 6 p.m.

D-3 The evening shift shall begin on or after 6 p.m., but prior to midnight.

D-4 For an employee assigned to the weekend shift, this shift will consist of five (5) eight (8) hour days including Saturday and Sunday.

(3) All overtime shall be divided equally. The difference in the accumulated overtime shall never be greater than eight (8) hours between employees of the same classification. Separate lists shall be maintained for holiday overtime and for non-holiday overtime. The lists will restart each July 1. Overtime offered and refused by an employee shall be considered overtime worked by said employee. An employee must indicate acceptance or refusal of the offered overtime by signing and dating the overtime list. In the event that two or more employees have the same amount of accumulated overtime, seniority will be used in determining who the overtime will be offered to first.

(4) Supervisors shall not plow snow if it would deprive an employee of overtime work, except where a qualified employee is not available.

5 When an employee works out of his/her classification for more than one (1) hour in one (1) day, he/she shall be paid for all hours worked in said classification as follows:

(a) If the classification he/she is required to work in is lower, he/she shall be paid at his/her regular classification rate.

(b) If the classification he/she is required to work in is higher, he/she shall be paid at the regular rate of that classification.

- (6) The Administration may declare an emergency condition to correct a situation that impedes or threatens to impede the normal functioning of the College. The length of the emergency will be determined by the time it takes to relieve the conditions causing such emergency. Emergency pay will be paid for the hours of the College declared emergency. It is understood that an employee on duty during a College declared emergency will not leave unless released or until relieved.

Section 21.10 Attendance at College Social Functions

When an employee who works other than the first shift desires to attend either the College's Holiday Luncheon or Staff Day, the College will provide straight-time pay for the time spent in attending the function or will provide a "flex time" option to accommodate the activity.

Section 21.11 Flextime

- (1) Flextime shall be defined as any change in an employee's normal work schedule to accommodate an unusual circumstance for either the employee or the Administration. Said time shall normally be a change in a day's work hours, but it could encompass a change in a workday.
- (2) In the event either the employee or the employee's supervising Administrator deems that due to an unusual circumstance it would be beneficial to alter the hours of an employee's normal workday or change one (1) workday to another workday, a request for use of flextime can be made. In order to use flextime, it must be mutually agreed upon by the employee and the employee's supervising Administrator.
- (3) Flextime shall not be used in a manner that requires the payment of overtime by the College. If an employee uses flextime to work in a situation that would normally require the payment of overtime, he/she will not be paid overtime notwithstanding the provisions in Section 21.3.
- (4) The flexing of said time must be completed within the same pay period.

Section 21.12 Compensatory Time

- (1) Compensatory time shall be defined as time off earned in lieu of overtime payment.
- (2) In the event an employee is asked to work overtime, the employee can request to receive compensatory time rather than payment for the overtime. In order to receive compensatory time, it must be mutually agreed upon by the employee and the employee's supervising Administrator.
- (3) One and one-half (1 ½) hours of compensatory time are earned for each one (1) hour of overtime worked.
- (4) Accumulation of compensatory time shall not exceed forty (40) hours worked (sixty (60) hours comp time).
- (5) Compensatory time must be used by December 31 following the fiscal year in which the time was earned.
- (6) Requests to use compensatory time shall be in the same manner as found in Section 10.3.

ARTICLE 22

CUSTODIAL/MAINTENANCE PROTECTION AND UNIFORM PROVISIONS

Section 22.1

If an employee is required or requests to wear protective devices such as safety eye glasses, hard hat, welding aprons, welding gloves, steel-toed shoes or any other type protective device, the Administration will furnish and replace the required protective devices as needed. The employee will take reasonable care of the protective devices.

Section 22.2

Each employee will be furnished with the following items once every eighteen (18) months. The uniforms will be provided at no cost to the employee.

| | |
|-----------------------|--------|
| Work pants* Shirts | 5 each |
| Summer jacket and cap | 1 each |

*A reimbursement or stipend of up to \$200 will be provided to the employee to purchase their own work pants.

A winter jacket and hat or cap replacement will be subject to review by the Supervisor as usage normally extends beyond 18 months.

An employee shall take reasonable and proper care, including necessary repair, of the clothing issued by the Administration. It is expected that eighteen (18) months should be the normal useful life of a set of uniforms, after which they will be replaced, except as replacement of an item is required earlier through no fault of the employee. Each employee will report for work in a clean and neat uniform and remain in uniform during his/her working hours at the College.

ARTICLE 23

JOB DESCRIPTIONS

The Administration shall develop and maintain job descriptions for all positions in the Association.

ARTICLE 24

POLICY MANUAL

Section 24.1

This Agreement supersedes the Policy Manual. In case of conflict with the Policy Manual, the Agreement prevails. In those areas not covered by the Agreement, the Policy Manual prevails.

Section 24.2

A copy of the current Policy Manual shall be available to each new employee, in electronic or paper form. It shall be the responsibility of the Vice President for Administrative Services to notify each employee of any addenda or changes to the Policy Manual. It shall be the responsibility of the employee to familiarize themselves with the Policy Manual and any addenda or changes thereto.

ARTICLE 25

SCOPE OF AGREEMENT

Section 25.1

The provisions of this Agreement are subject to any minimum standards that may be required by the Legislature. If any provision of this Agreement shall be ruled contrary to law, such provision shall not be valid or of further effect and shall be subject to negotiation, but all other provisions shall remain in full force and effect.

Section 25.2

During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all matters. This represents the entire Agreement of the parties. It is expressly understood and agreed that during the term of this Agreement neither party shall be required to engage in further collective bargaining on any matter or subject, whether mentioned herein or not.

ARTICLE 26

SALARY SCHEDULE

| | <u>2019/20</u> | | <u>2019/20</u> | | <u>2019/20</u> |
|-------------------------|-----------------------|---------------------------|-----------------------|----------------|-----------------------|
| <u>Custodial</u> | | <u>Maintenance</u> | | Lead Custodian | |
| Step 1 | 18.20 | Step 1 | 20.31 | Step 1 | 19.26 |
| Step 2 | 18.77 | Step 2 | 20.70 | Step 2 | 19.84 |
| Step 3 | 19.15 | Step 3 | 21.00 | Step 3 | 20.21 |
| Step 4 | 19.65 | Step 4 | 21.58 | Step 4 | 20.72 |
| | | | | | |
| <u>Support 1</u> | | <u>Support 2</u> | | | |
| Step 1 | 13.24 | Step 1 | 14.40 | | |
| Step 2 | 13.51 | Step 2 | 14.80 | | |
| Step 3 | 13.99 | Step 3 | 15.29 | | |
| Step 4 | 14.40 | Step 4 | 15.77 | | |
| Step 5 | 14.74 | Step 5 | 16.18 | | |
| | | Step 6 | 16.71 | | |
| | | Step 7 | 17.61 | | |
| | | Step 8 | 18.04 | | |
| | | | | | |
| <u>Support 3</u> | | <u>Support 4</u> | | | |
| Step 1 | 16.17 | Step 1 | 20.60 | | |
| Step 2 | 16.68 | Step 2 | 20.97 | | |
| Step 3 | 17.37 | Step 3 | 21.41 | | |
| Step 4 | 18.01 | Step 4 | 21.83 | | |
| Step 5 | 18.67 | Step 5 | 22.27 | | |
| Step 6 | 19.38 | Step 6 | 22.72 | | |
| Step 7 | 20.20 | Step 7 | 23.27 | | |
| Step 8 | 20.73 | Step 8 | 23.80 | | |

Maintenance/Grounds Keeper Assistant position begins at Step 1 of the Maintenance salary schedule.
Grounds Keeper position begins at Step 2 of the Maintenance salary schedule.

Increases for the years 7/1/2020 through 6/30/2021 and 7/1/2021 through 6/30/2022 will be the at the rate of 2% each year.

Shift Differential:

Weekend Shift \$.50 per hour

Step Placement/Movement:

1. Initial step placement for new employees shall not be higher than one-half of the total number of steps on the appropriate support level salary schedule.
2. An employee shall be eligible for step movement on July 1 of each succeeding contract year, provided that he/she was employed on or before September 30 of the previous contract year and has remained employed during that period of time.
3. A current employee who applies for and who is selected for a different position at the same support level will be placed at their current step level in the new position.
4. A current employee who applies for and who is selected for a different position at a higher support level, or a current employee whose position is reclassified to a higher support level, will be placed at the step on the salary schedule for the new position nearest to, but not less than, their previous hourly rate. This provision shall apply only to Support levels I, II, and III. For Support level IV, see section 16.11.

Longevity:

1. A full-time employee who has been employed for ten (10) consecutive years will receive an additional thirty-five cents (\$.35) per hour. This additional amount will be effective upon completion of the ten (10) years.
2. A full-time employee who has been employed for fifteen (15) consecutive years will receive thirty-seven cents (\$.37) per hour in addition to the amount from 1. above. This additional amount will be effective upon completion of the fifteen (15) years.
3. A full-time employee who has been employed for twenty (20) consecutive years will receive thirty-nine cents (\$.39) per hour in addition to the amount from 2. above. This additional amount will be upon completion of the twenty (20) years.
4. A full-time employee who has been employed for twenty-five (25) consecutive years will receive forty-one cents (\$.41) per hour in addition to the amount from 3. above. This additional amount will be effective upon completion of the twenty-five (25) years.
5. A full-time employee who has been employed for thirty (30) consecutive years will receive forty-three cents (\$.43) per hour in addition to the amount from 4. above. This additional amount will be upon completion of the thirty (30) years.
6. Full-time employees will receive credit for prior consecutive part-time employment converted to a full-time equivalent credit.
7. An employee who returns following a break in service will receive credit for prior consecutive years of service unless the break in service occurred because of a voluntary resignation (e.g., quit, retired) or because of an involuntary termination (e.g., discharged), or was absent from work in excess of one (1) year due to an approved leave of absence, or was laid off for a period of more than two (2) years. An approved leave of absence will not count towards the years of service requirements in 1. through 5 above except if the leave is a Worker's Comp leave.

Interruptions of paid time off:

Both parties acknowledge that when an employee is not at work due to paid time off he/she should not receive contacts from the College for the purpose of information gathering due to the employee's position. To that end, the parties agree to the following:

1. The current policy concerning the use of the "Help Desk" shall again be communicated to all College personnel.
2. An employee who is interrupted while on paid time off will be paid a minimum of one (1) hour at his/her current rate of pay for one (1) interruption to a maximum of two (2) hours of pay for more than one (1) such interruption on a daily basis.

**ARTICLE 27
OTHER**

Facility Rental - Each Support Staff shall be allowed one facility rental per fiscal year without charge, excluding any additional costs to the college and excluding the gym and pool. The rental is subject to availability.

Exercise Benefit – Each Support Staff shall be allowed to exercise in the gym, pool, fitness center or walk on campus property, up to a maximum of three (3) days per week. It requires the employee to use ½ hour of their time and then MCC will match a second ½ hour of college time. Supervisor approval is required.

ARTICLE 28

DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2019 until June 30, 2022.

MONTCALM COMMUNITY COLLEGE
BOARD OF TRUSTEES

MONTCALM COMMUNITY COLLEGE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION-MEA/NEA

Chairperson

President

Secretary

Vice-President

Treasurer

Chairperson, Negotiations Committee

Memorandum of Agreement

The Association and the Administration agree as follows:

1. President of Support Staff Union and Vice President for Administrative Services will develop tentative criteria for moving a temporary position to a permanent union position within 90 days of ratification of this contract and present it to the bargaining team (Central Administration and Support Staff) for consensus.

**Montcalm Community College
Board of Trustees**

**Montcalm Community College Educational
Support Personnel Association-MEA/NEA**

Chairperson

President

Secretary

Secretary

APPENDIX A

As recognized in Article 1

Full-Time

Academic Affairs Administrative Assistant – Greenville
Accounting Assistant
Accounts Receivable Billing Coordinator
Administrative Assistant - Academic Affairs
Administrative Assistant - Nursing & Health Careers
Administrative Services Assistant
Assistant to the Registrar
Custodian
Digital Services Coordinator
Executive Assistant – President’s office
Financial Aid Advisor I
Financial Aid Advisor II
Food Services Assistant/Assistant Manager
Groundskeeper
IT Service Desk Coordinator
IT Service Desk Lead
Lead Custodian
Life Guard
Maintenance/Groundskeeper Assistant
Maintenance Technician
Payroll Manager
Recreation Program Coordinator
Student Services Support Specialist
Student Services Support Specialist
Student Success Administrative Assistant

Part-Time

Instructional Services Assistant - Greenville
Library Assistant
Student Services Support Assistant
Graphic Design Assistant (PT)
Custodian (PT)

but excluding student employees (work-study), supervisors, and all others.