

MASTER AGREEMENT

BETWEEN

MID MICHIGAN COLLEGE EDUCATION SUPPORT
PERSONNEL ASSOCIATION/MEA/NEA

AND

BOARD OF TRUSTEES
MID MICHIGAN COLLEGE

JULY 1, 2021 TO JUNE 30, 2024

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AGREEMENT

This Agreement is entered into by and between the Mid Michigan College Board of Education of Trustees, hereinafter called the “Employer” or “College” and the Mid Michigan College Support Personnel Association/MEA/NEA, hereinafter called “the Association.”

ARTICLE 1 EXTENT OF AGREEMENT

- A. This agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. There are no understandings or agreements in past practice which are binding on either the College or Association other than the written agreement set forth or specifically referenced in the Agreement. No other Agreement shall be binding on either the College or the Association until it has been reduced to writing and signed by the designated representatives of the College and the Association. All agreements reached during bargaining are reflected in this agreement.
- C. If any of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- D. It is further agreed that within ten (10) business days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal or prohibited.

ARTICLE 2 RECOGNITION

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish wages, hours, and terms and conditions of employment for members of the bargaining unit herein defined.
- B. The Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to employment for the entire term of this Agreement.

Bargaining unit membership is identified as a non-exempt (hourly) employee:

- Working an average of at least thirty (30) hours per week during a fiscal year (July 1 – June 30),
or
- Working a contract term shorter than a full fiscal year if they work an average of thirty (30) hours per week during the shorter contract term

By way of illustration only, but not limited to: all specialists, technicians, secretaries, executive secretaries, clerks, bookkeeper/payroll clerk, receptionists, switchboard operators, custodians, cooks, hospitality assistants, maintenance personnel, assistants, and all other hourly Association support personnel.

The College will provide the Association with the names of all hourly staff appointments for non-work study personnel.

It is not the intent of the College to create non-bargaining unit positions (based on hours worked) where a bargaining unit position would normally exist. The addition of non-bargaining unit staff will not reduce the number of bargaining unit positions or reduce the number of work hours of current members.

Unless otherwise indicated, use of the term “bargaining unit member” or “Employee” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

- C. The following employees shall not be subject to the terms of this Agreement:
1. The Executive Assistant to the President and Board of Trustees
 2. The Administrative Assistant to the Vice President(s)
 3. The Administrative Assistant to the Associate Vice President of Human Resources
 4. Facilities Manager, Custodial Manager, and Director of Facilities
 5. The Learning Services Specialists and/or Paraprofessionals
 6. Probationary Employees
 7. Temporary Employees hired to fill an Association position on a per diem basis of not more than four hundred and eighty (480) hours per fiscal year.
 8. Substitute Employees: Persons hired to replace bargaining unit members who are absent from their employment due to illness, injury, an approved leave of absence or during a trial period for a bargaining unit member who has taken a new or vacant position.
 9. College work-study students (as defined by federal regulations): for example, at the time of ratification, defined as follows:
 - a. A student must be either a full-time or part-time student currently enrolled in college.
 - b. A student must have a demonstrated financial need for assistance with paying their college tuition

- c. A student must complete and submit the Free Application for Federal Student Aid (FAFSA) and be found eligible for financial aid.
 - d. Federal Work Study (FWS) employment must not displace employees or impair existing service contracts. Replacement is interpreted as displacement. Replacing a full-time employee whose position was eliminated (for any reason) with a student employee paid with FWS funds is prohibited. Moreover, this prohibition extends to instances where a school first replaces the full-time employee with a student position paid with college funds. Students must work twenty (20) hours or less per week during the academic year and forty (40) hours or less during the summer.
10. Student workers enrolled at the college. Students must work twenty (20) hours or less per week during the academic year and forty (40) hours or less during the summer.
11. Administrators and Faculty and all other Fair Labor Standard Act (FLSA) exempt employees.

ARTICLE 3

PROBATIONARY PERIOD

- A. All new employees covered by this Agreement shall be considered probationary employees for the first seven hundred twenty (720) hours worked and shall be considered employees at will. At the end of the first three hundred sixty (360) hours worked of the probationary period, the supervisor will meet with the employee and provide a written evaluation of their progress and the areas in need of improvement.
- B. The College shall be the sole judge of acceptance of new employees during the probationary period and no controversy concerning employment of these employees shall be subject to appeal or grievance.
- C. The Association secretary will be provided with a copy of the New Hire/Change of Status form for all employees who meet the Association membership criteria at the time of hire or transfer. The College shall notify the Association of names of any hires or transfers in writing within ten (10) business days of employee start date. The Association secretary is responsible for tracking successful completion of the probationary period of Association eligible employee (newly hired and/or transfers) members for purposes of determining whether the employee(s) wishes to join the union and begin payment of union dues.
- D. Upon completion of the probationary period, all employees shall be awarded sick days, vacation days, and seniority, retroactive to the employee's date of hire. Employee tuition benefits will be available for the first semester beginning after the employee successfully completes the probationary period.

ARTICLE 4

RIGHTS OF THE BOARD

- A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement or an expressed limitation of this Agreement.
- B. The Board shall review and analyze continually the needs of the College so that all programs and expenditures will relate to educational excellence, student needs, community service, quality faculty, and quality support staff.
- C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by statute and the Constitution of the United States.
- D. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable. Such rights and responsibilities of the Board shall include but not limited to the following:
 - 1. Direct employees;
 - 2. To hire, pay, promote, discipline, dismiss, assign and retain employees;
 - 3. Relieve employees from duties because of lack of work or funds;
 - 4. Determine methods by which College operations are to be conducted;
 - 5. All individual courses and programs are subject to Board approval; and
 - 6. Take actions, within the parameters of the Agreement, which may be necessary to carry out the missions of the College in situations of emergency.

ARTICLE 5

BARGAINING UNIT MEMBER RIGHTS

- A. Nothing contained within this Agreement shall be construed to deny or restrict any bargaining unit member rights they may have under applicable State or Federal laws or regulations.
- B. Employees shall be entitled to full rights of citizenship, and non-violent religious or political activities of any employee or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such employee.
- C. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement, and that the provisions of this agreement and the wages, hours, and terms, and conditions of employment shall be applied in a manner which is not arbitrary or capricious, regardless of the employee's Association activities, race, religion, color, national origin, age, sex, family and marital status, sexual orientation, height, weight, or disability, or any other employment status protected by law.
- D. The Employer agrees that it will make reasonable efforts (consistent with State and Federal law) to protect confidential employee information such as, but not limited to the employee's social security number, confidential medical information and birth date.

ARTICLE 6

ASSOCIATION RIGHTS

- A. The Employer agrees to furnish to the Association in response to reasonable requests for public information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto and educational background; all budgetary information and allocations; agendas, minutes, and reports of or to all Board of Trustees meetings at the time of said items are available to the public. The Association and its agents agree to furnish to the Employer in response to reasonable requests, non-confidential information relating to the negotiation and grievance process. The Association agrees to reimburse the College pursuant to the fees and costs allowed by the Michigan's Freedom of Information (FOIA) for all requests in excess of 500 pages. The Association shall not make multiple requests to avoid this limit.
- B. The bargaining unit representative shall be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Executive Assistant to the President and Board of Trustees at least seven (7) business days prior to the scheduled meeting.
- C. The Association will notify the employer by July 1 of each year the names of its officers and representatives. The Associate Vice President of Human Resources or designee will be timely notified of any changes to Association officers and representatives within the fiscal year.
1. Officers and/or representatives, not to exceed four (4) individuals, shall be released from duty without loss of time or pay when their presence is needed at any meeting or hearing scheduled during working hours by the Employer and the Association.
 2. One officer and grievant(s), during their working hours, without of loss of time or pay, may present grievances to the Employer. Others may attend with a loss of pay or time.
 3. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official local Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations and provided, however, the MEA representative(s) are to report to the Human Resources office or building administrator, and state the purpose of the visit.
- D. A total of thirty-five (35) hours release time per fiscal year with pay shall be provided to the Association for the purposes of educational leave, such as trainings, conferences, seminars, and the annual assembly. The Association will notify the AVP of Human Resources or designee at least five (5) business days in advance of the date of the scheduled event and the names of the employees selected to attend. Association members must submit a leave request form to their supervisor for approval prior to attending the training, conference, etc., annotating Union Release Time as the reason for the leave.
- E. The Association shall have the right to use the Employer facilities for meetings of the local Association so long as usual channels are utilized and the use does not disrupt instruction or prescheduled uses of requested rooms or facilities. No charge shall be made for the Association's use of Employer rooms on week days when the College is open. The Association shall have the right to use and/or have access to Employer facilities and office and audio-visual equipment at reasonable times when such equipment is

not otherwise in use. The Association shall pay for the reasonable cost of any materials and supplies incident to such use.

- F. The Association shall have the exclusive right to post notices of activities and matters of Association concern on appropriate bulletin boards, at least one of which shall be provided. The Association may use the internal document delivery service of the Employer, without U.S. Postage, departmental mail boxes for communication to bargaining unit members, and midmich.edu email.
- G. The Employer shall notify the Association of names of any hires, recalled unit members, promotions, terminations, and approved leave of absences in writing within five (5) business days after said action.
- H. The Employer shall provide a copy of the Agreement to the Association and have the agreement on the College website. Bargaining Unit Members shall be allowed to use the College's equipment to access the contract and print a hard copy for themselves without cost to the Association or the employee.

ARTICLE 7

MEMBERSHIP DUES

- A. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements.
- B. An employee upon completion of their probationary period shall have the indefinite option to join the Association. The College will honor voluntary dues or fee deduction authorizations submitted in writing to payroll, to the extent lawful. The Association shall provide the employees' authorization to the College specifying the exact monetary amount. The form shall be signed and dated by the employee.
- C. **Payroll Deduction:** Upon written authorization by an employee the Employer will deduct the appropriate amount of the dues from the employee's wages. The deductions will be made in equal amounts from the paychecks of the employee beginning with the first pay following receipt of the written authorization from the employee or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than seven (7) business days following each deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made. The Association treasurer shall notify the business office no later than ten (10) business days in advance of the first affected payroll, for such deductions or the deductions will default to the next payroll period.
- D. **Non-Payment of Dues:** If an employee who elects to join the union does not pay the appropriate amount of dues to the Association, the following processes shall be conducted: 1) The Association will send a written notification to the Association employee, 2) The Association will send a written request to the College's payroll department regarding dues payment deduction for said employee, 3) The College's payroll department shall deduct the amount from the employee's wages and remit same to the Association.
- E. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party it is to desires, and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate level.
- F. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

ARTICLE 8

COLLEGE FURNISHED WORK EQUIPMENT

- A. The Employer shall provide without cost to the employee the following:
1. Uniforms in adequate numbers for custodial/maintenance and food service employees after completion of probation. Employees shall regularly clean and maintain the uniforms.
 2. A shoe allowance for maintenance employees' safety boots (either steel-toed or composite) and for appropriate work shoes for food service employees of up to \$75 per fiscal year. Maintenance employee must have completed probation and turn in a receipt to be eligible for payment once per fiscal year.
 3. A rain garment for each outdoor maintenance crew employee.
 4. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, lab coats and, auditory protection devices.
 5. Custodians selected by administration for snow removal duties shall be reimbursed up to fifty dollars (\$50) per fiscal year for cold weather gear/boots used for such duties. The benefit may be banked for two (2) consecutive fiscal years for a total of one hundred dollars (\$100) for the second year. If this amount is not used by the end of the second year, it shall be lost.
 6. Reimbursement for the cost of licenses or the renewal of licenses if required for the bargaining unit member to perform their job or position.

ARTICLE 9

WORKYEAR, WORKWEEK, AND WORKDAY

The College recognizes the following with regard to hours of work, rest and meal periods, and work year:

- A. First shift employees will be assigned a standard 8.5-hour shift at the time of hire or transfer with a start time no later than 10:00am. The start time may be adjusted by the supervisor or designee with three (3) business days' notice (or shorter with mutual consent between the employee and supervisor).
1. 7:00am – 3:30pm
 2. 7:30am – 4:00pm
 3. 8:00am – 4:30pm
 4. 8:30am – 5:00pm

First shift schedules also may be adjusted by the supervisor for no more than one (1) evening per week per employee, Monday through Thursday, and no later than 8:00pm that evening; provided that the employee works an eight-hour shift that day-evening.

IT personnel and facilities personnel for snow removal purposes may also be assigned a flexible work schedule that may include evenings or Saturdays.

- B. Second shift employees will be assigned an eight and one-half (8.5) hour shift that begins between 1:00pm and 6:00pm. Second shift employees shall be paid a thirty-five cent (\$.35) per hour shift differential.
- C. Third shift employees will be assigned an eight and one-half (8.5) hour shift that begins at 10:30pm. Third shift employees shall be paid a forty-five cent (\$.45) per hour shift differential.
- D. In the event of an emergency, the supervisor shall ask for volunteers to work. The supervisor may assign an employee(s) to work if no employee(s) volunteers.
- E. **Work schedules:** Work schedules are based upon a fourteen (14) day bi-weekly pay period that begins with the first shift on Sunday and ends two weeks later at the close of the third shift on Saturday.
- F. **Rest Periods:** One paid fifteen-minute rest break shall be provided during each four-hour period of work.

Rest periods are employer paid and extended to employees as a non-required Fair Labor Standard Act (FLSA) benefit. They are intended to allow for a short relief break. Depending upon the pace and flow of work during a shift, rest periods may not be scheduled or possible.

- G. **Meal Periods:** For every 4 ½ hours an employee works, the employee shall be provided a 30-minute unpaid meal break which shall be scheduled at a mutually agreeable time.

Combing rest and meal periods is prohibited. Working through a meal period must be pre-approved by the employee's supervisor, as it may result in the payment of overtime.

- H. **Overtime Pay:** Employee(s) shall receive overtime payment at the rate of one and one-half (1.5) times their regular rate of pay for all pre-approved time worked in excess of forty (40) hours in any one work week. Overtime must first be offered to the employee who performs the work on a regular basis.

1. For purposes of this paragraph, a holiday, an inclement weather day, or if an employee is called in from an approved vacation leave, shall be considered as a day of work for purposes of calculating overtime pay. If an employee is called in to work while on approved vacation leave, vacation time will be credited and the employee will be paid at the rate of one and one-half (1.5) times the employees' regular rate of pay.
 2. Hours worked on holidays will be paid at the rate of one and one-half (1.5) times the employees' regular rate of pay, in addition to their regular salary.
 3. Hours worked on Sundays (if not regular shift) will be paid at the rate of one and one-half (1.5) times the employees' regular rate of pay.
 4. The College may consent to allow a bargaining unit member to receive compensatory time in lieu of overtime payments if the following conditions are met:
 - a. The employee, in lieu of overtime pay, will receive compensatory time at a rate of 1.5 hours of compensatory time for one (1) hour of time for which the employee earns overtime pay.
 - b. The employer cannot require the employee to take compensatory time in lieu of overtime pay.
 - c. Compensatory time may not be accumulated (banked) above eighty (80) hours.
 - d. Upon voluntary or involuntary termination of employment, an employee who has accrued compensatory time must be paid monetary compensation for accrued compensatory time at the regular rate earned by the employee at the time the employee earned the compensatory time.
 5. When an employee is requested to work on a day other than a normal work day there are guaranteed a minimum of two (2) hours pay. The wage will be paid at established overtime rates, if applicable.
 6. ESPA member attendance to required meetings pertaining to College matters shall be considered work time and the employee shall be compensated at their regular rate, time and one-half, or double time, whichever is appropriate in the above section. Work time includes attendance at meetings (excluding union duties) required by the College.
- I. **Call-In Pay:** An employee reporting for duty at the employer's request for work which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least two (2) hours pay or compensatory time at the rate of one and one-half (1.5) times the employees' regular rate of pay.
- J. **Stand-by Pay:** Stand-by time must be approved by the employee's supervisor. It must first be offered to the employee who performs the work on a regular basis. Employees assigned and scheduled to "stand-by" status shall be paid two (2) hours at straight time or its equivalent in compensatory time (by mutual agreement) for every eight hours scheduled stand-by. In the event an employee is assigned to "stand-by" status for less than eight (8) hours, their pay for this time shall be prorated. Employees assigned to stand-by status are required to be available for duty by leaving word at their homes or with their supervisors where they can be reached by phone and be in a position to return to work immediately when called. Employees shall be paid for the actual time worked at the rate of time and one-half (1.5), or a minimum of three (3) hours, whichever is greater and it shall not be counted as part of the standard work week.
- K. **Gratuity Pay:** Food service employees within this bargaining unit who are assigned to work at special events or parties beyond their regularly scheduled hours shall receive an additional gratuity of twenty-

five percent (25%) of their wages earned during that special event or party. This gratuity will be paid with the regular payroll and will be taxable income.

- L. When the college is officially closed because of inclement weather or other safety reasons, the employee is not expected to work their regularly scheduled shift unless specifically notified to do so by the immediate supervisor. Time will not be lost; those required to report for work will be paid at the rate of one and one-half (1.5) times the hourly rate of the employee's regular salary in addition to the employees' regular salary rate.

On those occasions when there is inclement weather preventing an employee from reporting to work, and classes are canceled, the employee shall select one of the following options:

1. Time is charged to sick, vacation, compensatory or personal time if such time has been earned.
2. Time is lost; no pay.
3. A maximum of four (4) hours may be made up, provided it does not result in overtime and has not been taken as paid leave. Make up hours over four (4) or which results in overtime, requires supervisor approval.

ARTICLE 10

JOB DESCRIPTION, CLASSIFICATION, AND RECLASSIFICATION

- A. The development of any new job descriptions and changes in any existing job descriptions shall include input from the Association. The Association shall have five (5) business days to provide such input. The Association shall be provided all new job descriptions and all revised job descriptions prior to implementation. The descriptions shall be posted on the College's website. The descriptions will include, at a minimum:
1. Job Title
 2. Department where the vacancy exists
 3. Job Code classification
 4. Salary Schedule and/or Rate of Compensation
 5. Position Summary
 6. Essential Job Functions
 7. Background & Job Requirements
 8. Working Environment
 9. Number of hours in the work week and schedule of hours to be worked
 10. Grant funding status (if applicable)
 11. Campus location or locations of position
- B. Classification: Employees' classifications can be determined by referencing the Salary and Job Title Schedule found in Article 23. Classifications match the hourly schedules in Appendix A.
- C. All association members shall be allowed to use the College's computers to check open positions and postings.
- D. Reclassification
1. The College and the Association agree that positions should be appropriately classified for the purpose of compensation. Both parties recognize that because duties and responsibilities of a position may evolve over a period of time, an employee or the supervisor may request reclassification, in writing to the Human Resources Department with the rationale for the request. An employee may request a position review no more than once during a fiscal year.
 2. Following a request for a position review, a representative of the Human Resources office will meet with the employee and their supervisor to evaluate the job content within ten (10) business days. The employee will complete the job analysis questionnaire prior to the meeting. The review shall evaluate the level of responsibility assigned to the position, the skills required for the position, the complexity of the position, and the amount of stress associated with the position using a point factoring system (Appendix D). The employee shall be informed as to the results of the review, including whether or not an upgrade has been approved, within thirty (30) business days of the request for the review.
- In the event an employee's request for a position reclassification is denied, the College will call together a reclassification appeal committee consisting of one (1) member of the Human Resources Department, two (2) administrators (not part of HR), and two (2) Association members to review said reclassification documents and render a final recommendation to the President based on a majority vote of those committee members. The committee must be formed,

review the JAQ, and render a recommendation within seven (7) business days. The President has final authority to accept or reject the recommendation.

3. In the event a request for an upgrade is not granted, the employee and said supervisor shall be provided, in writing, the specific reasons the upgrade was denied.
4. Any employee whose position is upgraded will receive the pay rate retroactive to the date of the meeting in which the job analysis questionnaire was reviewed, unless said meeting was not held within the ten (10) business days of the request for the review, in which case the pay rate shall be retroactive to the date of the initial request for the review.

E. Appropriate training as determined by the College will be provided to employees impacted by job restructuring.

ARTICLE 11

EVALUATIONS

- A. Employee evaluations shall be by personal observation of employee work. When evaluating specific job tasks the job description shall be used as the criteria. Work outside of the employee's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation by the employee's immediate supervisor. An employee may request an observation and evaluation by another college administrator.
- B. If the evaluator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, with identification of the specific ways in which the employee is to improve and of the assistance to be given by the Employer towards that improvement. The supervisor may place the employee on a written plan of improvement. In subsequent observation reports filed within twenty-four (24) months, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- C. The parties mutually recognize the College's right to introduce new technology and techniques into the workplace. The College shall provide training, if necessary, to employees so that they may use the new technology and techniques. Employees shall not be solely evaluated on the use of the new technology and techniques prior to receiving training.
- D. Following each evaluation, which shall include a conference with the evaluator, the employee shall be given the option to sign and be given a copy of the evaluation report prepared by the evaluator within fifteen (15) business days of the conference. In no case shall the employee's signature be construed to mean that they necessarily agree with the contents of the evaluation. If an employee refuses to sign, the College may so designate on the evaluation. An employee may submit additional comments within thirty (30) business days which shall be attached to the written evaluation. All written evaluations are to be placed in the employee's personnel file.
- E. An evaluation of the employee's work shall be completed at least once per fiscal year pursuant to the procedures of this provision. Evaluations are for the review of the employee's performance and setting performance goals for the next review period.

ARTICLE 12

PERSONNEL FILE

- A. An employee will have the right to review the contents of all records of the Employer originating after initial employment pertaining to said employee and to have a representative of the Association accompany them in such review. Such reviews shall take place between 9:00am and 4:00pm on scheduled work days and shall be requested at least twenty-four (24) hours in advance or one business day, whichever is greater, and reviewed in the presence of a Human Resources representative.
- B. Administrators and supervisors may review an employee's personnel file if they have an appropriate business reason for doing so. Anyone may review an employee's personnel file, but they must make a FOIA request in order to do so. For FOIA requests, all applicable FOIA exemptions apply.
- C. Any material originating after probation shall not be placed in an employee's personnel file or record unless they have been given a copy of said materials. The employee may submit a written notation regarding such material within thirty (30) calendar days of receipt of said materials, limited to five (5) sheets of paper measuring 8 ½ x 11". If the material placed in the file is found to be in error, the material will be corrected or removed from the file, whichever is appropriate. If recommendations, written or oral are requested from Human Resources, such recommendations shall be based on the contents of the employee's personnel file.
- D. If an employee is requested to sign or initial material to be placed in their file, such signature shall be understood to indicate their awareness of the material but, in no instance, shall said signature or initial be interpreted to mean agreement with the material's content.
- E. There will only be one (1) official personnel file for each employee.
- F. The Employer shall review a personnel record before releasing information to a third party and delete disciplinary reports, letters of reprimand, or other records of disciplinary action that are more than four (4) years old. This provision does not apply to any of the following circumstances: (a) when the release is ordered in a legal action to a party in that legal action, (b) when the release is ordered in arbitration to a party in that arbitration, or (c) any other exception listed in section 7 of the Bullard-Plawecki Employee Right to Know Act, MCL 423.507.

ARTICLE 13

COMPLAINTS, DISCIPLINE, AND DISCHARGE

- A. No non-probationary bargaining unit member shall be disciplined without just cause. The term “discipline” as used in this Agreement includes, reprimands, warnings, suspensions with or without pay, disciplinary demotion, compensation, or occupational advantage, and discharges. Any such discipline shall be subject to the grievance procedure including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

Discipline shall be generally progressive. The following is an illustration of progressive discipline:

1. Written warning, then
2. Written reprimand, then
3. Suspension with or without pay (one to ten days)
4. Discharge

No suspension shall adversely affect any other rights or benefits under this agreement. The severity of an offense may result in skilling steps of progressive discipline.

- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which they believe will or may lead to disciplinary action by the Employer. If the College deems necessary to interview a bargaining unit member, the bargaining unit member will be notified that they are entitled to request an Association Representative be present for the meetings. If such a request is made, it will be granted and the general substantive nature of the meeting will be disclosed to the bargaining unit member. The bargaining unit member will be allowed up to twenty-four (24) hours to secure a representative and set a date with Administration. Exceptions to the 24-hour rule will include dates when the 24 hours would encompass weekends and non-business days. An exception could also be made by mutual agreement with the College.
- C. The bargaining unit member shall be given an opportunity to sign and receive a copy of any disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgement. In imposing any sanction on a current charge, the College will not take into account any written warnings or written reprimands consistent with Article 12, F.
- D. Administrative leave may be required by administration during a fact-finding investigation in order to preserve the integrity of the investigation. If no discipline results, pay will not be interrupted during the administrative leave.
- E. No unsubstantiated complaints shall be placed in the bargaining unit member’s personnel file. Complaints against the bargaining unit member that concern unprofessional conduct shall be put into writing with administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or rely regarding any complaint (limited to five (5) sheets of paper measuring 8.5” x 11”), and the same shall be attached to the file copy of the complaint within thirty (30) calendar days. When complaint material is to be placed in a bargaining unit member’s file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to

indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 14

BARGAINING UNIT VACANCIES AND TRANSFERS

- A. The Association will be notified of all College open positions.
- B. Bargaining Unit Vacancies: A vacancy shall be defined as a newly created position or a present position that is not filled and that the administration intends to staff. When a vacancy occurs, the Human Resources Department shall notify all hourly employees via email of the position opening, to include the position title, classification, job description and application deadline. When a position is vacated due to an employee transfer, retirement, resignation or termination, Human Resources shall notify the ESPA President in writing of the status of the position within thirty (30) calendar days of the vacancy occurring.
1. Posting: The posted specifications for the position shall relate to the performance requirements of the position and shall include the following:
 - a. Date of the Posting
 - b. Date the posting period expires
 - c. Job Description to include the following:
 1. Job Title
 2. Department where the vacancy exists
 3. Job Code classification
 4. Salary Schedule and/or Rate of Compensation
 5. Position Summary
 6. Essential Job Functions
 7. Background & Job Requirements
 8. Working Environment
 9. Number of hours in the work week and schedule of hours to be worked
 10. Grant funding status (if applicable)
 11. Campus location or locations of position
- C. Application for Vacancies: An employee in the bargaining unit may apply for the posted position by completing the application requirements by the posting deadline. Bargaining unit members will be considered first for a position. If no qualified bargaining unit applicants apply for the position within five (5) business days, external applicant may then be considered. Bargaining unit member applicants who were not qualified for the position shall be notified within ten (10) business days, in writing, of the reasons they were not qualified for the position before the position is opened to non-bargaining unit members. An application for a position shall not adversely affect an employee's status in their present position.
- D. Vacancy Interviews: All bargaining unit members who apply and are determined to be qualified shall be interviewed by the supervisor of the department with the open position. If one (1) or more bargaining unit members apply for the position is qualified, the College will not seek applications from outside the College.

E. Selection Basis: in the event two (2) or more employees are equally qualified for a vacancy and one (1) of them is to be selected to fill the vacancy, the employee with the most bargaining unit seniority will be selected.

F. Notification: Every effort shall be made to notify all bargaining unit member applicants by the Human Resources office of the awarding of the position within five (5) business days.

If a classification or position change is made, placement on the new wage scale shall be at the same step level as their previous position.

G. Employees who take a new or vacant position within the bargaining unit shall be granted a seven hundred twenty (720) work hour trial period to determine:

1. Their ability to perform the work;
2. Their desire to remain in the position

During the trial period, employees will receive the rate of the job they are performing at the same step level as their previous position.

In the event of a transfer, the employee shall be given reasonable assistance to enable them to perform up to the employer's standards on the new job. After eighty (80) hours of work, the employee shall have the opportunity to request transfer back to their former position. If the supervisor finds that the employee is not able to perform the work satisfactorily after the trial period, the College may transfer the employee back to their former position.

If the employee goes back to their former position, the College will first offer the position to a qualified bargaining unit member who had previously applied for that position. If the second bargaining unit member goes back to their former position or if there were no other bargaining unit member applicants, the College may open the position to non-bargaining unit applicants. The College shall not seek applications for said positions until the trial period is completed.

H. The parties agree that involuntary transfers of bargaining unit members are to be affected only for just cause, including the operating efficiency of the College. Except with transfers due to misconduct or poor performance, when an employee is required to assume the responsibility of a lower job classification at the request of the College, that employee shall continue to be paid at their current rate.

ARTICLE 15

SENIORITY LIST, REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Seniority: The College and Association shall prepare and maintain a seniority list which shall show the employee name, position title, department, position grade, and seniority date of all employees within the Association. The master list will be updated yearly and prior to layoff. Corrections shall be made within thirty (30) calendar days after posting the original Master List and the yearly updates, thereafter the list shall be final and conclusive until the next update.
1. An employee's seniority shall accrue from their most recent starting date of employment with the College. This date shall be used for seniority purposes. Time spent in work study, temporary and substitute positions shall not be counted toward seniority nor shall time outside the bargaining unit be counted toward seniority. Any previous time actually spent in this bargaining unit shall accrue towards seniority. (For example, assume that an individual was a member of the bargaining unit in 1996-1997 and 1997-1998, was not in the unit for 1998-1999, 1999-2000, 2000-2001, and 2001-2002 and was rehired into the bargaining unit in the fall of 2002-2003. The individual would start the 2002-2003 year with two years of credit towards seniority. At the end of the 2004-2005 year, the individual would have a total of five (5) years seniority. The years outside the bargaining unit will neither count nor accrue toward seniority.)
 2. Seniority shall accrue while an employee is on layoff or a leave of absence. An employee returning from lay-off status will return to the salary step they would have achieved had they not been laid off.
 3. An employee's seniority time within the bargaining unit shall not be affected by transfer or promotion to another position at the College.
 4. Part-time bargaining unit members shall accrue seniority on a pro-rated basis.
 5. In the circumstances of more than one individual having the same effective date of employment, the placement on the seniority list of all individuals so affected will be determined by the earliest employee identification number.
- B. Layoff: Layoff shall be defined as a reduction in the workforce beyond normal attrition.
- C. No employee shall be laid off pursuant to the reduction in the workforce unless said employee and the Association have been notified of said layoff at least twenty (20) work days prior to the effective date of layoff. In the event of a reduction in the workforce, the employer shall first layoff any temporary employees, then probationary employees; and then the least senior bargaining unit employees within the job title classification. In no case shall an additional student employee(s) nor a new employee be employed by the College while there are laid off employee who are qualified for a vacant or newly created position within the bargaining unit. Employees who have been bumped shall be provided fifteen (15) calendar days' notice of layoff.
1. The Employer shall identify the persons to be laid off and the specific position(s) to be eliminated. The Association president and the bargaining unit member(s) in those positions shall be so notified. Employees whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff, may exercise their seniority rights within ten (10) business days of notification of layoff in the following order: (Also see C5)

- a. Fill any bargaining unit vacancies that remain open after the internal posting and for which they meet required qualifications of the position as identified in the job description.
 - b. Replace any less-senior employee provided they meet all required qualification of the position as identified in the job description.
 - c. Accept layoff.
 2. It shall be assumed that an employee can perform the duties of a position if they are able to do so within a break-in period of 720 work hours. During this time the employer shall provide assistance and direction to the employee. Formal evaluation shall not be conducted during the break-in period.
 3. No non-bargaining unit employee, student help, student employee, any temporary College employee nor volunteer shall perform the work formerly assigned to a bargaining unit member who is laid off or whose work hours are reduced. The work hours of these said non-bargaining unit employees shall not be increased during a period of layoff or reduction.
 4. Employees who, due to a reduction or reallocation of the workforce, are required to accept a lower classification position shall be restored to the former classification they held prior to the reduction or reallocation of the workforce without the utilization of the posting procedure in the event the position is reactivated as soon as the employee meets the required qualifications provided it is within six (6) months.
 5. Employees shall not be required to accept a position with an employment status, i.e., full-time, one-half time, three-quarters time which is not equivalent to the employment status of the position which the employee is occupying at the time of reduction or reallocation of the workforce.
- D. The employer will pay for health and dental coverage for the first thirty (30) calendar days following layoff. Laid off employees may continue their medical, dental, or vision benefits through the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) by paying the regular monthly per subscriber group rate premiums to the College's COBRA provider for a period of no longer than set forth by COBRA. Employees may also have conversion or portability options for life insurance if available.
- E. Reduction:
1. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without notice of twenty (20) business days to the Association and bargaining unit member. In the event of a reduction in the work hours, bargaining unit members may voluntarily take the reduction in hours, may fill a vacancy as set forth in Article 14, may accept lay-off, or bargaining unit members with the greater seniority may maintain their normal work schedule by working hours normally assigned to (1) temporary College employees; and then (2) bargaining unit members with less seniority pursuant to section E3.
 2. All benefits to which the affected employee may be entitled prior to a reduction in the work week schedule shall be provided for thirty (30) days.
 3. If an employee's work week hours are reduced, the employee may bump the number of hours per week that their schedule is reduced in another position at the same or another level according to the seniority bumping rights provided they are qualified as identified in the current job description and shall be paid at their step on the appropriate schedule for those hours.

4. See C3, E1, and E3. In the event that there are employees on layoff status and employees with their work week reduced at the same time when vacancies occur, the employee with the most seniority and qualifications as identified in the current job description shall have first claim on the job vacancy.
5. No position with the same or a similar job description shall be created without first restoring reduced employees to their original work hours.

F. Recall:

1. When there is an increase in the bargaining unit work after a reduction or layoff; employee who have been in reduction or layoff status not to exceed twenty-four (24) months, shall be recalled to the increased work time or to job openings for which they possess the general qualifications listed in the current job description for the position.
2. Recall shall be accomplished in order of seniority; with the most senior being recalled first provided they employee meets the required qualifications in the job description for the recalled position. Employees wishing to be considered for positions of greater or lesser work time than they held at the time of the reduction or layoff must submit a written notice of such request prior to recall consideration by the College for a specific position of greater or lesser work time.

G. Notice:

1. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to their current mailing address.
2. A recalled employee shall be given two (2) business days from receipt of notice to report availability to work, but shall report to work within five (5) business days of that notice. The Employer may fill the position on a temporary basis until the recalled employee reports to work.
3. An employee who refuses a recall offer that is substantially equivalent to the position (same pay and benefits) for which they held when the layoff commenced, and for which they are qualified, will be terminated and lose all recall rights and seniority.

H. Loss of Seniority. An employee shall lose seniority only or the following reasons:

1. Termination of employment with the College.
2. Failure to return to work in accordance with terms of an approved, unpaid leave of absence.
3. Failure to be recalled within twenty-four (24) months.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance. However, any established practice, rule, order, policy, or regulation affecting employees' working conditions may be processed through Formal Level 3. The Grievance form is provided in Appendix B and is available on the Human Resources webpage.
- B. **INFORMAL LEVEL 1:** In the event that an employee or the Association believes a grievable incident has occurred, the employee or the Association shall request a meeting with the immediate supervisor involved within twenty (20) business days of the occurrence of such grievable incident or when the grievant should have had knowledge of the incident. The supervisor shall hold such meeting with the grievant and/or association representation within ten (10) business days of the request. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within ten (10) business days of the request, the claim or complaint shall be formalized in writing as provided hereunder.
- C. **FORMAL LEVEL 1:** The written grievance must be filed within ten (10) business days after the date of the informal discussion with the supervisor or ten (10) business days after the supervisor's failure to schedule a meeting. The grievance shall be specific as to the facts, relief sought and articles allegedly violated.
- A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) business days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- D. **FORMAL LEVEL 2:** If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) business days of receipt of the grievance, the grievance shall be transmitted to the immediate supervisor's supervisor or Vice President over the grievant's immediate supervisor. Such transmission shall be within ten (10) business days from the receipt of the supervisor's written response (Formal Level 1) or date on which the supervisor's response was due. Within ten (10) business days after the grievance has been so submitted, the administrator receiving the grievance and the immediate supervisor shall meet with the Association on the grievance. This administrator, within ten (10) business days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s). The grievance shall not be amended without the employer's agreement after Level 2.
- E. **FORMAL LEVEL 3:** If the Association is not satisfied with the disposition at Formal Level 2, or if no disposition is made within ten (10) business days, the matter shall be submitted to special conference, pursuant to Article 17.
- F. **FORMAL LEVEL 4:** If the Association is not satisfied with the disposition of the grievance at Formal Level 3, or if no disposition has been made within ten (10) business days after the special conference in Formal Level 3, the grievance may be submitted to arbitration. The Association may submit the grievance to arbitration before an impartial arbitrator and shall notify the Human Resources Office of its

intent to seek arbitration within fifteen (15) business days from the conclusion of the special conference at Formal Level 3. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration preceding any ground not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.

G. MISCELLANEOUS CONDITIONS

1. The term “days” when used in this Article shall mean business days. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure. However, the grievance must be filed within twenty (20) business days of the occurrence of such grievable incident or when the Association should have had knowledge of the occurrence. If any bargaining unit member shall be found to have been disciplined without due process/just cause, full back pay shall be granted and their record cleared of any reference to this action.
4. The arbitrator shall have no power to alter, add to, nor subtract from the terms of this agreement.
5. The parties agree to exchange in writing seven (7) business days prior to the hearing scheduled in Formal Level 4 a list of witnesses, exhibits, and a brief summary of the witnesses’ testimony. Failure to comply with this requirement will allow the arbitrator to exclude said exhibits or testimony.
6. The Association, not the grievant, shall make the decision as to the entry into arbitration of a grievance.

H. Upon the Association’s request, the Employer shall provide materials that are relevant to a particular grievance provided it is legal to do so.

I. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the calling party.

J. The arbitrator shall have no power to:

1. Rule upon anything for which the individual or Association has elected another remedy or forum established by law or regulation having the force of the law. In the event another remedy is elected during the arbitration process, the grievance shall be withdrawn.
2. Review the decision to layoff personnel, but may review the procedure used to layoff.
3. Award back pay more than ten (10) business days prior to the filing of the grievance.

ARTICLE 17

SPECIAL CONFERENCES

- A. Special conferences between the Association and the College are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Association President or designated representative and the College through the Associate Vice President (AVP) of Human Resources or designated representative upon requirements of either party. Such meetings shall be between the representatives of the College and up to four (4) representatives of the Association. More members of the Association may attend by mutual agreement.
- B. The AVP of Human Resources or designated representative shall determine if the special conference will be held during the work day. The members of the Association shall not lose time or pay for the time spent in special conferences if held during normal working hours. Arrangements for such special conferences shall be made in advance and a written agenda of the matters (s) to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up at the special conference shall include only those items on the agenda.
- C. Special conferences shall be held within ten (10) business days of the request for the conference. The ten-day time limit may be extended by mutual agreement. These meetings shall not be for the purpose of continued negotiations of this Agreement but may be convened for the purpose of clarification and implementation of this Agreement. The special conferences shall in no way be considered a substitute for the Grievance procedure, but may be part of the grievance procedure pursuant to Article 16.
- D. The parties agree that the Association and College committee shall have sufficient time to study any position to be taken by the College or Association and to consult with interested parties on any matter in controversy under this Agreement before the parties shall be expected to make a final statement of the party's position on any such matter. When used as part of the grievance procedure, sufficient time shall be no more than ten (10) business days, unless extended by mutual agreement.

ARTICLE 18

SAFETY, COMPLIANCE, AND HEALTH

Employees are bound by all College policies unless otherwise specified within this agreement.

Bargaining unit members shall not discriminate or retaliate against any employee, student, or other college stakeholder on the basis of race, color, religion, sex, gender identity or expression, pregnancy, age, sexual orientation, marital or parental status, national origin, citizenship, genetics, disability, military/veteran status, or any other legally-protected status. This applies to the administration of and access to the College's programs and activities; scholarships and loan programs; athletics; and in conditions of admission or employment. The College also maintains a zero-tolerance posture of acts of sexual misconduct, which includes acts of dating violence, domestic violence, stalking, and sexual assault.

Any bargaining unit member who observes or experiences any acts of harassment, discrimination, retaliation, inequitable treatment, or sexual misconduct shall report the incident to the College's Title IX/Civil Rights Coordinators.

A. Safety:

1. Employees shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If an employee reasonably believes that an unsafe or hazardous work condition exists in their work area, or that they are being required to perform tasks or operate a vehicle or other machinery which endangers their health or safety the employee may stop performing the task without a loss in compensation, and must bring the issue to the attention of their immediate supervisor, Human Resources, or a Safety and Security team member. An employee's reasonable belief that any of the prohibited work conditions enumerated herein exist, that employee's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said employee to discipline.
2. Smoking is prohibited as outlined by Board policy.
3. An employee will work within the limits of the law when operating equipment and when handling and/or disposing of materials, such as chemicals, toxic agents, or refuse.
4. No employee shall be required to dispense or administer medication.
5. Any case of assault upon an employee shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the employee per the guidelines of the College's appropriate policy.

B. Infectious Disease:

1. Bargaining unit members shall abide by the College's Crisis Response Plan which can be found on the college's website effective Fall of 2021.
2. An employee contracting an infectious disease shall have no fewer rights to continue employment with the Employer than the rights afforded to a student/client with an infectious disease to attend MID.

C. Alcoholism and Drug Abuse:

1. Bargaining unit members will abide by the College's Alcohol and other Drug policy which can be found on the college's website.
2. Disciplinary Sanctions:

- a. The College may engage in the testing of employees if it is suspected that they are working while under the influence of drugs or alcohol. The Employer agrees not to require random or suspicionless testing, except as may be required by the state or federal government for employees in safety sensitive positions. If the Employer has reasonable suspicion to warrant testing, the refusal by the employee to be tested may result in discipline up to discharge.
 - b. Bargaining unit members, if involved in a work-related accident that required medical treatment will receive a drug and alcohol test upon arrival at the hospital/medical facility. A positive result of a drug (i.e. marijuana, cocaine, barbiturates, opioids, etc.) and/or alcohol test (alcohol in system is over the legal limit) in this situation would result in immediate termination. The parties will revisit these standards if there is a change in federal law.
3. The Association and the College, jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this agreement. That said, bargaining unit members shall not possess, use, or distribute any alcohol or controlled substances (including unauthorized possession, use or distribution of prescription medication) on college property or at a college program or event. If a bargaining unit member is suspected to be under the influence at work, they may be immediately placed on administrative leave pending a misconduct investigation. Alcohol and drug abuse problems which cause poor attendance and/or unsatisfactory performance on the job, or misconduct may result in discipline up to discharge.
4. When an administrator observes an employee experiencing performance difficulty and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, they will discuss the apparent difficulties with the employee at a specifically scheduled interview. The employee shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled.
5. An employee, while successfully participating in an alcohol or drug abuse program as verified by progress reports provided to the College by the provider of the services shall not be subject to discharge or discipline for alleged-alcohol and/or drug abuse. The Employer's determination that an employee is not successfully participating in the program shall be subject to the grievance-arbitration procedure found elsewhere in this Agreement. This paragraph does not prevent the College from disciplining or discharging an employee for infractions listed in paragraph 3 above.
6. No adverse effects to the employee's status shall result based upon diagnosis itself or request for treatment. However, if the employee refuses to accept treatment, or fails to respond to treatment as documented by the provider's progress reports the employee will be subject to discipline, up to and including, discharge. All matters pertaining to refusal or acceptance of treatment will be treated in a confidential manner.
7. All reports of actual alleged alcohol and/or drug abuse shall be promptly reported to the respective employee.

ARTICLE 19

LEAVE OF ABSENCE

The College recognizes that employees may need extended time away from work for a variety of reasons. This article defines the nature and conditions of a leave of absence, the responsibilities of employees and the obligations of the College.

To be eligible for a leave of absence (except military leave), employees must be full-time and have completed at least twelve (12) months of employment with the college. Benefit time must be used (if it is available) before Long-Term Disability Insurance or time off without pay becomes available. The reasons and durations for which leaves may be approved include:

Medical Leaves: A Medical Leave is available for employees as provided in the Family Medical Leave Act (FMLA). Employees who have been employed by the College for at least twelve (12) months, and have worked a minimum of 1250 hours during the preceding twelve (12) month period are eligible for a Family and Medical Leave.

Employees may apply for a leave under the Family Medical Leave Act (FMLA) and be entitled to a leave of up to the total number of weeks allowed by the FMLA, calculated on a rolling backward basis from the date an employee first uses FMLA leave (except military caregiving leave, which must be calculated on a rolling forward basis by law). FMLA leave is concurrent with other applicable leaves, including Workers Compensation.

It is the policy of the College to comply with the U.S. Department of Labor, Family and Medical Leave Act and regulations.

Employees may apply for the FMLA for the following reasons:

1. Birth of a child and to care for that child
2. Placement of a child with the employee for adoption or foster care
3. To care for the spouse, child, or parent of the employee if that person has a serious health condition
4. Serious health condition that makes the employee unable to perform the functions of their position
5. Military care giving and military exigencies as defined by FMLA
6. Any other qualifying basis as defined by FMLA

To apply for a FMLA leave, the employee will be required to meet with their supervisor to discuss their need for a leave, if the leave is foreseeable. The employee must then schedule an appointment with a member of Human Resources to complete the Leave of Absence request and begin the medical certification process. Intermittent leave or a reduced schedule may be requested by the employee if the need for the leave is to care for a covered family member because of a serious health condition or because the employee has a serious health condition that prevents them from performing the functions of their position. The College reserves the right to obtain subsequent re-certifications on a reasonable basis. The College may also require an employee requesting an intermittent leave or reduced schedule to transfer temporarily to an alternative position.

An employee who takes an authorized leave will be returned to a position that is equivalent to the position (same pay, benefits, essential job functions) the employee held when the leave commenced providing the employee returns within the twelve (12) week leave period.

Military Leave: A military leave of absence shall be granted to any employee who is inducted or enlists for military duty in any branch of the armed forces of the United States, National Guard or Reserves, consistent with State and Federal Law.

Military leave covers any unpaid period of up to the length of training, enlistment or conscription. The College will comply with the requirements of federal law for the granting of certain benefits during a military leave of absence. In addition, an employee on military leave may have return-to-work rights that extended beyond the normal leave requirements. Employees who serve in the military reserve will be allowed to access their vacation and personal leave time or take time without pay when serving in the reserves on duty.

Employees who are placed on a military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended, upon their request, for a period of one (1) year. Application for such leave will be filed within thirty (30) days from the employee's official discharge date and proof of registration in a approved degree program is required.

Bereavement Leave: Bereavement leave is available, as needed, upon hire. The employee, upon appropriate notice to their immediate supervisor, may be granted a maximum of five (5) days paid leave due to the death of an immediate family member. For purposes of bereavement leave, immediate family members shall mean a spouse, cohabiter, mother, father, brother, sister, a child of the employee or spouse, grandchild, father-mother-brother-sister-son-or-daughter-in-law, and grandparents.

Upon appropriate notice to their immediate supervisor, the employee may take one (1) paid day per death to attend the funeral of a close personal friend or loved one.

Funeral or bereavement leave is not an accrued benefit, and time is not earned or accumulated. Bereavement leave is intended to provide employees with an opportunity to make funeral arrangements and have time away from work when an employee experiences the loss of a family member or loved one. The employee shall submit an obituary link or a program for the funeral service to Human Resources upon their return to work.

ARTICLE 20

EMPLOYEE BENEFITS

Employees are eligible for benefits as of the date of hire or transfer to an eligible employment status. It is the responsibility of each employee to complete the proper insurance forms provided by the Human Resources (HR) Department in the time frame(s) required. The summary plan description for each insurance program are provided at the time of hire or transfer into an eligible employment status, and are also available for review on the HR webpage. All changes in eligibility, including new dependents, change of marital status, death, divorce, etc., must be submitted by the employee to the HR department within thirty (30) calendar days of the change. If an employee fails to provide the change documentation to HR within the thirty (30) calendar days of the change status date, the employee must then await until the next open enrollment period to request the change.

Vacation, sick, personal, holiday accruals, Jury Duty Pay, Bereavement Pay, and the Medical Opt-out are pro-rated on hours worked.

A. Group Health Insurance

1. The Board shall provide health insurance. The insurance shall be substantially similar to the insurance provided for the administrative staff for each bargaining unit member and their eligible dependents. In lieu of such coverage, a bargaining unit member may elect to receive either three thousand five hundred dollars (\$3500) or an annual cash in lieu payment consistent with that provided to other similarly situation employees. Documentation of other health coverage must be provided to Human Resources to receive the opt-out payment. The Opt-Out program will be provided for employees who are not enrolled on the College's health insurance plan.
2. The employer shall utilize the maximum State Hard Cap limits pursuant to PA152 of 2011 and shall annually adjust the amount as allowed by the State of Michigan.
3. The Board shall provide dental coverage. The coverage shall be substantially similar to that provided to the administrative staff for each bargaining unit member and their eligible dependents.
4. The Board shall provide vision coverage. The coverage shall be substantially similar to that provided to the administrative staff for each bargaining unit member.
5. The Board reserves the rights to change carriers after bidding specifications that would be substantially similar to existing benefits. The College and bargaining unit members are committed to work to find ways to lower health insurance costs.

B. Health Saving Account (HSA)

1. An HSA plan is provided to bargaining unit members who elect the College health coverage to assist in funding the group health insurance deductibles.
2. The College shall fund bargaining unit members' HSAs at the same level approved for Administrative employees or one thousand four hundred dollars (\$1400)/single and two thousand eight hundred dollars (\$2800)/2-person or family, whichever is greater. Bargaining unit members who join the College throughout the calendar year, will be funded a pro-rated amount.
3. During open enrollment each fall, employees may elect to contribute additional funds to their HSA account on a pre-tax basis for the upcoming calendar year.
4. Any unused funds in a member's HSA account will roll over into the following calendar year.
5. Eligibility requirements for an HSA include: not covered under a traditional health insurance plan; must be only on a High Deductible Health Plan (HDHP), not enrolled in Medicare, or not a dependent on someone else's tax return.

C. Health Reimbursement Account (HRA)

1. Bargaining unit members who do not meet eligibility requirements for the HSA will be provided an HRA account.
2. The College shall fund bargaining unit members' HRA at the same level approved for Administrative employees or one thousand four hundred dollars (\$1400)/single and two thousand eight hundred dollars (\$2800)/2-person or family, whichever is greater. Bargaining unit members who join the College throughout the calendar year, will be funded a pro-rated amount.
3. HRA funds must be used within the current calendar year. Funds do not roll over into the following calendar year.

D. Flexible Spending Account (FSA)

1. The College will make available a qualified Section 125 Flexible Spending Account Plan in accordance with federal law to all bargaining unit members.
2. Bargaining unit members that elect the College's High Deductible Health Plan (HDHP) with the HSA or the HRA, will have access to a Limited Flex Account Plan, in which the funds can only be used for dental, vision, or dependent care expenses.
3. Bargaining unit members who opt-out of the College's HDHP, will have access to the full Flexible Spending Account plan in which funds can be used for medical, dental, vision, or dependent care expenses.
4. The Flexible Spending Account Plan is not intended to serve as a vehicle to be used by insurance companies and/or other vendors in the general public to gain access to the Mid Michigan College bargaining unit membership for purposes of promotion and sale of their products.

E. Long Term Disability (LTD)

1. The Board shall provide, without cost to the bargaining unit member, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan to provide sixty-six and two-thirds percent (66 2/3%) of each individual's salary shall be guaranteed up to a maximum of two thousand dollars (\$2,000) per month commencing with the sixty-first (61st) consecutive day of disability and extending to age sixty-five (65) if disability occurs prior to age sixty (60), or for five (5) years if disability occurs between the ages sixty (60) through sixty-four (64). Coverage will terminate upon separation from the college.
2. The Board paid Group LTD policy is available to bargaining unit members effective on their start date.

F. Life Insurance

1. The Board shall provide, without cost to the bargaining unit member, forty thousand dollars (\$40,000) Group Life/AD&D insurance for each member. Coverage will terminate upon separation from the college.
2. The Board paid Group Life policy is available to bargaining unit members effective on their start date.
3. An individual bargaining unit member may elect, at their expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employees designated beneficiary. Additional purchased Group Life coverage will terminate upon separation from the college.

4. Dependent life insurance will be available, at the expense of the employee. Purchased dependent coverage will terminate upon separation from the college.

G. Vacation Time

1. Bargaining Unit Members accrue the following vacation time:
 - a. One (1) day per month: 1 month to 6 years
 - b. 1.25 days per month: years 7 to 11
 - c. 1.5 days per month: years 12+
2. Vacation time is accrued upon working start date and is available for use upon successful completion of probationary period.
3. Bargaining Unit Members may accumulate a maximum of twenty-five (25) days in their vacation bank.

H. Sick Time

1. Bargaining unit members accrue a maximum of eight (8) hours of sick time each month.
2. Bargaining unit members may accumulate a maximum of two-hundred and thirty (230) days in their sick bank.
3. Sick time is accrued upon working start date and is available for use upon successful completion of the probationary period.
4. Bargaining unit members are eligible for buy-out of unused sick days at their time of separation, based on the length of service:
 - a. 20% payout: 20 to 24 years of service
 - b. 25% payout: 25 to 29 years of service
 - c. 30% payout: 30+ years of service
5. Bargaining unit members will be required to use sick days in correlation with FMLA leave as described in Article 19: Medical Leave.
6. Bargaining unit members may be requested by the College to supply a physician's written verification of illness for any medical leave of five (5) consecutive days or longer.

I. Personal Days

1. Bargaining unit members receive three (3) personal days (twenty-four (24)) hours each fiscal year.
2. Personal days must be used by June 30th each year, as they do not accrue or carry over from year to year.
3. Personal days are available for use upon successful completion of probationary period.

J. Holiday's

1. The following Holidays are recognized as paid the college:
 - a. Easter Sunday (for those members scheduled to work)
 - b. Memorial Day
 - c. Independence Day
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Day After Thanksgiving
 - g. Christmas Eve
 - h. Christmas Day

- i. New Year's Day
2. Holiday pay shall be paid during the week of college closure, as designated by the Board of Trustees, between Christmas Day and New Year's Day. This time shall include any additional holiday pay per Article 20 and shall not be pyramided.

K. Jury Duty

1. Bargaining unit members called for jury duty or subpoenaed to testify on behalf of the College during their regularly scheduled work time, shall be paid their regular compensation for such time.
2. The bargaining unit member shall reimburse the College for any compensation received for serving as a jury member or College witness, excluding mileage.

L. Tuition Reimbursement

1. The Board will pay tuition to bargaining unit members for completion of course work directly related to their subject matter field of employment or pursuing a program or courses that had received written Administrative approval in advance of any course enrollment for which reimbursement is sought after the completion of the probationary period for full-time employment. Reimbursement will be initiated when the bargaining unit member makes available a copy of their tuition payment receipt and grade report. Tuition reimbursement will be limited to the lower of the actual tuition (not including fees or books) or the average of the lowest applicable undergraduate tuition rate at Central Michigan University, Saginaw Valley State University, Ferris State University, and Michigan State University.
2. The maximum reimbursement amounts each calendar year for bargaining unit members will be capped at a total amount of three-thousand dollars (\$3,000) for undergraduate coursework. To be eligible for reimbursement, a passing grade of at least a "C," "credit" for credit/non-credit coursework, or a "pass" for pass/fail coursework, is required. Reimbursement requests must be submitted within sixty (60) calendar days of course completion.
3. Tuition Reimbursement is available to bargaining unit members the first semester after successful completion of the probationary period.
4. Completion of an Associate's degree or Bachelor's degree, will result in a step increase at the beginning of the fiscal year for degree completion in the prior fiscal year.

M. Family & Employee Tuition Grant

1. The Board shall provide to bargaining unit members, tuition costs and fees at Mid for up to six (6) credit hours per semester, provided the course is completed with a satisfactory grade (2.0 or better). Failure to attain a 2.0 GPA or complete the class will result in the College being reimbursed for costs by the bargaining unit member. Tuition grants for bargaining unit members will include all fees except for the Student Activity Fee. In the event a bargaining unit member elects to enroll in a travel course under the tuition grant program, the program shall pay tuition credit hour cost only. The cost of travel, lodging, meals, and other expenses shall be the responsibility of the employee.
2. The Board shall provide Family Tuition Grants to bargaining unit members spouse and/or IRS dependent children provided a 2.0 cumulative GPA is maintained, up to a maximum of sixty-two (62) semester hours or completion of a declared degree program. Scholarships may also be awarded to eligible children of employees in addition to family tuition grants. Failure to attain a 2.0 GPA or complete the class will result in rescission of the tuition grant benefit for the next

semester. Subsequent semesters' tuition will not be covered until such time as a 2.0 cumulative GPA is earned. Family Tuition Grants shall include tuition and all fees except for the Student Activity Fee.

3. Family & Employee Tuition Grant is available to bargaining unit members the first semester after successful completion of the probationary period.

N. Supplemental Retirement

1. Tax deferred savings plans are available through vendors for bargaining unit members who would like to participate in a tax deferred savings plan.

O. Michigan Public Schools Employees Retirement System (MPSERS)

1. Bargaining unit members contribute to their pension effective with their start date in the position. The College also contributes an amount each pay period based on the MPSERS plan election by the bargaining unit member. Vestment into the pension plan may differ based on the pension plan selected. Please refer to the Office of Retirement Services website (Michigan.gov/ors/) and select Public School Employees Retirement System for detailed information regarding pension plans.

ARTICLE 21

LONGEVITY/MERIT PAY

Eligibility:

In order to be eligible for Longevity Pay, the employee must have completed a minimum of sixteen (16) years of employment at the college. The Longevity Pay would be paid with the first pay in July AFTER COMPLETION OF THE ELIGIBLE LONGEVITY YEAR at the following rates:

1%: 16 to 19 years

2%: 20 to 24 years

2.5%: 25 to 29 years

3%: 30+ years

Longevity Pay will be either a lump sum payment, the amount distributed over twenty-six (26) pays, or the amount placed in a tax deferred annuity based on the employee's current year's base salary. If the bargaining unit member selects a lump sum payment, the College will withhold the appropriate taxes.

Payment will occur on the first regular July pay period. Bargaining unit members will be eligible for this Longevity Pay annually thereafter.

Bargaining unit members resigning or otherwise severing employment shall not be entitled to a prorated portion of the following year's Longevity Pay.

If Merit Pay is re-instated for Faculty or Administration, the Association members shall receive Merit Pay pursuant to the same formula.

ARTICLE 22

PAY SCHEDULE

- A. Pay Periods: Regular payroll periods are every two (2) weeks, and pay periods terminate on Saturday preceding the normal payday. Normal payday is Friday, except when the general offices are closes (i.e. holiday) in which case payday is the previous working day. Pay advices are available electronically, or the employee may elect a debit card.
- B. Payroll deductions are as follows:
1. Federal Income Tax: Completion of the federal form indicating dependent exemption desired is required.
 2. State Income Tax: Deductions are determined by B1 above.
 3. Retirement:
 - a. All bargaining unit members will be covered under Social Security.
 - b. All bargaining unit members will become members of the Michigan Public Schools Employee Retirement System (MPSERS).
 4. Other Deductions: All other voluntary deductions as approved by the Business Office require employee authorization.
- C. Should the bargaining unit members be required to work at a site other than their normal work site, the difference between the miles they would normally drive and the miles driven to the other work site will be reimbursed at eighty percent (80%) of the rate set each year by the Internal Revenue Service (IRS).
- D. Salary adjustments, if any, will be made upon ratification the first year; and thereafter on July 1 of each year.

ARTICLE 23

HOURLY PAY GRADE AND JOB TITLE SCHEDULE

CURRENT POSITIONS

Pay Grade 1

Custodian (All shifts)

Pay Grade 2

Pay Grade 3

Lead Custodian

Maintenance

Pay Grade 4

Library & Learning Services Assistant

Technology Support Specialist

Administrative Specialist to Workforce & Economic Development

Administrative Specialist to Academic Deans

Accounts Receivable Specialist

Science Lab Technician

Science Lab Technician – 9 months

Maintenance Specialist

Student Services Specialist

Pay Grade 5

Lead Maintenance

Payroll Technician

Community Outreach and Advancement Specialist

Pay Grade 6

Mid Mentor

Financial Aid Analyst

TRiO SSS Success Coach

Records and Registration Analyst

Title III Mid Mentor

ARCHIVED POSITIONS

Grade 1

Hospitality Assistant

Grade 2

Admissions Clerk

Grade 3

Enrollment Clerk

Financial Aid Customer Service Assistant

Cook

Executive Secretary

Grade 4

Bookstore Operations Assistant

Accounts Payable Specialist

Procurement Specialist

Admissions Specialist

Enrollment Management Specialist

Financial Aid Customer Service Specialist

IT Specialist

Theatre Production Specialist

Grade 5

Electrical Maintenance Technician

HVAC Technician

Grade 6

Dual Enrollment Mentor

Academic Advisor

IT Systems Programmer

Retention Advisor

IT Systems Advisor

ARTICLE 24

DURATION

The effective date of this agreement shall be February 2, 2022 and shall continue in effect until midnight, June 30, 2024. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual written agreement of the Board of Trustees and the Educational Support Personnel Association (ESPA).

FOR THE ASSOCIATION:

FOR THE BOARD:

Its President/Negotiations Team Member

Its Chairperson

Its Secretary

Its Secretary

Date of Signing

Date of Signing

Negotiations Team Members:

Annie van de Water

Jessica Knight

Al Ayers

Sarah Hamilton

Negotiations Team Members:

Lori Fassett

Lillian Frick

Joe Myers

APPENDIX A
SALARY SCHEDULES
2021-2022
 (Step Increase + \$.38)

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	12.25	13.37	14.58	15.91	17.38	19.00
2	12.53	13.66	14.90	16.27	17.77	19.43
3	12.81	13.97	15.24	16.64	18.19	19.88
4	13.11	14.29	15.60	17.04	18.63	20.37
5	13.41	14.62	15.96	17.43	19.05	20.84
6	13.71	14.96	16.33	17.85	19.51	21.34
7	14.01	15.29	16.70	18.25	19.95	21.82
8	14.32	15.64	17.08	18.67	20.41	22.34
9	14.66	16.01	17.49	19.11	20.91	22.87
10	14.99	16.36	17.88	19.55	21.38	23.40
11	15.33	16.74	18.30	20.01	21.90	23.97
12	15.69	17.15	18.74	20.49	22.42	24.54
13	16.05	17.53	19.17	20.96	22.94	25.11
14	16.41	17.94	19.61	21.45	23.48	25.71
15	16.80	18.35	20.06	21.95	24.02	26.29

APPENDIX A cont.
SALARY SCHEDULES
2022-2023
 (Step Increase + \$.38)

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	12.63	13.75	14.96	16.29	17.76	19.38
2	12.91	14.04	15.28	16.65	18.15	19.81
3	13.19	14.35	15.62	17.02	18.57	20.26
4	13.49	14.67	15.98	17.42	19.01	20.75
5	13.79	15.00	16.34	17.81	19.43	21.22
6	14.09	15.34	16.71	18.23	19.89	21.72
7	14.39	15.67	17.08	18.63	20.33	22.20
8	14.70	16.02	17.46	19.05	20.79	22.72
9	15.04	16.39	17.87	19.49	21.29	23.25
10	15.37	16.74	18.26	19.93	21.76	23.78
11	15.71	17.12	18.68	20.39	22.28	24.35
12	16.07	17.53	19.12	20.87	22.80	24.92
13	16.43	17.91	19.55	21.34	23.32	25.49
14	16.79	18.32	19.99	21.83	23.86	26.09
15	17.18	18.73	20.44	22.33	24.40	26.67

APPENDIX A cont.
SALARY SCHEDULES
2023-2024
 (Step Increase + \$.38)

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
1	13.01	14.13	15.34	16.67	18.14	19.76
2	13.29	14.42	15.66	17.03	18.53	20.19
3	13.57	14.73	16.00	17.40	18.95	20.64
4	13.87	15.05	16.36	17.80	19.39	21.13
5	14.17	15.38	16.72	18.19	19.81	21.60
6	14.47	15.72	17.09	18.61	20.27	22.10
7	14.77	16.05	17.46	19.01	20.71	22.58
8	15.08	16.40	17.84	19.43	21.17	23.10
9	15.42	16.77	18.25	19.87	21.67	23.63
10	15.75	17.12	18.64	20.31	22.14	24.16
11	16.09	17.50	19.06	20.77	22.66	24.73
12	16.45	17.91	19.50	21.25	23.18	25.30
13	16.81	18.29	19.93	21.72	23.70	25.87
14	17.17	18.70	20.37	22.21	24.24	26.47
15	17.56	19.11	20.82	22.71	24.78	27.05

APPENDIX B
GRIEVANCE PROCEDURE FORM

INFORMAL LEVEL:

Date Incident Occurred: _____

Date Informal Meeting Requested (must be within 20 business days of incident): _____

Meeting Requested By: _____

Supervisor Receiving Request: _____

Summary of Reason for Informal Request:

Grievant Signature: _____ Date: _____

Date Informal Meeting Occurred (must be within 10 business days of requested date): _____

Location of Informal Meeting: _____

Attendees at Informal Meeting:

To be completed by Grievant:

I am satisfied with the result(s) of the informal meeting.

I am not satisfied with the informal meeting result(s) and elect to file a Formal Level 1 grievance.

Grievant Signature: _____ Date: _____

FORMAL LEVEL 1:

*Must be filed within ten (10) business days after the date of the informal meeting or ten (10) business days after the supervisor's failure to schedule a meeting.

Grievant Name: _____

Grievant Position Title: _____ Grievant Department: _____

Date Submitted: _____

Please describe the nature of your grievance, to include date incident occurred and contract article(s) allegedly violated. Include all relevant details, including names of individuals involved, dates, or additional support documentation. Attach additional pages if needed.

Please state the adjustment or settlement you are seeking to resolve your grievance.

Grievant Signature: _____ Date: _____

FORMAL LEVEL 1 – Supervisor Response

*Written response must be rendered within ten (10) business days of the receipt of the Formal Level 1 grievance.

Supervisor Name: _____ **Date Received:** _____

Immediate Supervisors Response:

Attach additional pages as needed.

Supervisor Signature: _____ Date: _____

To be completed by Grievant:

I am satisfied with my supervisor's response.

I am not satisfied with my supervisor's response and request a Formal Level 2 review.

Grievant Signature: _____ Date: _____

FORMAL LEVEL 2:

*Meeting with next higher-level supervisor must occur within ten (10) business days of Grievant’s notification of not satisfied with their Supervisors Formal Level 1 response.

Meeting Date: _____ Meeting Location: _____

Attendees at Meeting:

Higher Level Administrator’s Response:

*Written response must be rendered within ten (10) business days of Formal Level 2 meeting.

Attach additional pages as needed.

Higher Level Administrator Signature: _____ Date: _____



To be completed by Association or Grievant:

I am satisfied with the Level 2 grievance response.

I am not satisfied with the Level 2 grievance response and request a Formal Level 3 Special Conference

Signature: _____ Date: _____

FORMAL LEVEL 3:

* If the Association is not satisfied with the disposition at Level 2, or if no disposition is made within ten (10) business days, the matter shall be submitted to special conference, pursuant to Article 17.

Special Conference Date: _____

Attendees at Special Conference:



To be completed by Association or Grievant:

I am satisfied with the Special Conference outcome.

I am not satisfied with the Special Conference outcome and request a Formal Level 4 Arbitration.

Signature: _____ Date: _____

FORMAL LEVEL 4:

*If the Association is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within ten (10) business days after the special conference in Level 3, the grievance may be submitted into Arbitration. The Association may submit the grievance to arbitration before an impartial arbitrator and shall notify the Human Resources Office of its intent to seek arbitration within fifteen (15) business days of the conclusion of the special conference at Level 3.

Date Submitted to Arbitration: _____

Association Signature: _____ Date: _____

APPENDIX C

CREDIT AWARDS FOR DETERMINING INITIAL PLACEMENT ON THE SALARY SCHEDULE

This guide is used for placement of new hires onto the salary schedule. The maximum credit granted for an initial placement on the appropriate position grade shall be Step 5.

Relevant Work Experience

1-2 years	1 Step
3-5 years	2 Step
5-8 years	3 Step
10+ years	4 Step

Additional Degrees and/or Qualifications

One Degree Above Level Required for the position	1 Step
2+ Degrees Above level required	2 Step
Certificate(s) above required, relevant to the position	1 Step
Military Experience (active in the guard/reserve or honorable discharge)	1 Step

*The College President, may award additional credit, at their discretion.

APPENDIX D
POINT FACTOR JOB EVALUATION PLAN

MID MICHIGAN COMMUNITY COLLEGE

EDUCATION SUPPORT PERSONNEL
POINT-FACTOR JOB EVALUATION PLAN

**EDUCATION SUPPORT PERSONNEL
POINT-FACTOR JOB EVALUATION PLAN**

OVERVIEW

<u>Factors</u>	<u>Weighting</u>	<u>Points</u>
1. Education	10.0%	500
2. Work Experience	10.0%	500
3. Specialized Knowledge/Skills	10.0%	500
4. Contacts	12.5%	625
5. Job Complexity	15.0%	750
6. Responsibility for Stakeholder Relations	12.5%	625
7. Responsibility for Operations/Educational Services	12.5%	625
8. Responsibility for Financial Matters	12.5%	625
9. Working Conditions	5.0%	250
	TOTAL	100.0%
		5,000

FACTOR 1: EDUCATION

This factor addresses the normal level of knowledge and skills required in order to perform the duties and responsibilities of the job. The factor focuses on knowledge and skills principally acquired through schooling, vocational training, or other formal educational programs.

This factor should not be viewed as translating directly to "years of education required" by the job. It should focus on the nature of the knowledge and skill required, referencing years of education as a general guideline only. However, whenever an educational level or degree is required by State or Federal mandate, it is assumed for purposes of this plan that such levels of degrees are bona fide occupational qualification.

LEVELS OF EDUCATION	DEGREE (a)	POINT VALUE
1. An educational level of less than 12 years would be expected to provide the knowledge and skills required to perform the job.	A. Almost exactly like	60
	B. Somewhat more than	100
2. The job requires knowledge normally acquired through a general high school education (if a job requires a high school diploma or its equivalent, then it should be rated at this level).	A. Almost exactly like	160
	B. Somewhat more than	200
3. The job requires knowledge normally acquired from specialized training such as that acquired in up to one year (approximately 30 hours or 45 credits) of college, technical, vocational, trade or business school.	A. Almost exactly like	260
	B. Somewhat more than	300
4. The job requires knowledge such as that acquired in the first two or three years of college, technical, vocational or business school. If the job requires an Associate's Degree, it should be rated at this level.	A. Almost exactly like	360
	B. Somewhat more than	400
5. The job requires knowledge equivalent to that which normally would be acquired by completing a four-year college degree program such as a B.A. or B.S.	A. Almost exactly like	460
	B. Somewhat more than	500

Footnotes:

- (a) Positions which have certification or licensure requirements at entry should be rated at the "somewhat more than" level of the degree which best fits the position's educational requirement.

FACTOR 2: WORK EXPERIENCE

The degree of this factor is determined by the minimum amount of work experience that an individual with the necessary knowledge and education must have to meet the standards of the job. This factor also addresses knowledge or skills acquired as a result of prior work experience, internships, orientation programs, seminars, etc.

LEVELS OF EXPERIENCE (a)	POINT VALUE
1. Up to six months of progressively more responsible or expansive related experience is required.	50
2. Between six months and one year of progressively more responsible or expansive related experience is required.	100
3. Between one and two years of progressively more responsible or expansive related experience is required	200
4. Between three and four years of progressively more responsible or expansive related experience is required	300
5. Between five and six years of progressively more responsible or expansive related experience is required	400
6. More than six years of progressively more responsible or expansive related experience is required.	500

Footnote:

- (a) The phrase "progressively more responsible or expansive experience" is intended to ensure that only work experience that is directly related to performance of the classification's duties and responsibilities is included. Progressive or expansive work experience is that which gives an employee additional knowledge, skills or abilities.

FACTOR 3: SPECIALIZED KNOWLEDGE AND SKILLS

This factor measures additional specialized knowledge and skills required of the job (e.g., specialized accounting/ bookkeeping skills, computer/technology skills, equipment operating skills, and/or licensure/certification requirements). The specialized knowledge and skills may be gained through on-the-job training, previous work experience, formalized education, or formalized training.

LEVELS OF KNOWLEDGE AND SKILLS	NUMBER OF AREAS	<i>POINT VALUE</i>
1. Basic Skills and Knowledge	a. Limited number of subjects/skills	100
	b. Multiple subjects/skills	150
	c. Extensive number of subjects/skills	200
2. Semi-Advanced Skills and Knowledge	a. Limited number of subjects/skills	250
	b. Multiple subjects/skills	300
	c. Extensive number of subjects/skills	350
3. Advanced Skills and Knowledge	a. Limited number of subjects/skills	400
	b. Multiple subjects/skills	450
	c. Extensive number of subjects/skills	500

FACTOR 4: CONTACTS

This factor examines and measures the level of interpersonal and verbal communication skills required to successfully carry out job duties and responsibilities. This standard considers the nature of the contact, skills required and frequency of the contact. The procedure for using this factor is as follows:

Step 1: Examine the hierarchy of interpersonal and communication skills listed. Select the category or group of skills that represents the highest requirement of the job. Although a job may require a number or variety of interpersonal and communication skills, the compensable value of such skills is determined by the highest requirement of the job.

Step 2: Based on the type of “situation or context” selected, rate the frequency in which it is encountered in the job. Use of the following degrees for indicating frequency:

- A. ***Occasionally:*** Less than 25 percent of work time
- B. ***Regularly:*** Between 25 and 60 percent of work time
- C. ***Frequently:*** More than 60 percent of work time

Hierarchy of Interpersonal and Communication Skills	FREQUENCY IN WHICH THE SITUATION OR CONTEXT IS ENCOUNTERED		
	A. OCCASIONALLY	B. REGULARLY	C. FREQUENTLY
1. Job requires exchanging information, engaging others in conversation and responding to questions with other support staff, faculty, students, administrators, or others.	75	150	225
2. Job requires interpreting and translating facts and information; explaining situations and issues to people and advising them of alternative or appropriate courses of action. The job requires an ability to coordinate activities with others, to counsel on work efforts and/or deal with somewhat difficult contacts.	275	350	425
3. Job requires persuading others to take action; resolving disagreements, disputes or conflicts; developing and making formal presentations; or otherwise engaging in communication activities which substantially contribute to solving problems or achieving work objectives.	475	550	625

FACTOR 5: JOB COMPLEXITY

This factor addresses the degree of complexity which is characteristic of a job's duties and responsibilities and the judgment and independence of action required to determine proper courses of action. This factor also considers the extent of diversity of the job and the degree of direction provided. In rating the degree of complexity/judgment, assess the job against the definitions using the distinctions "somewhat less than", "almost exactly like", "somewhat more than".

LEVELS OF COMPLEXITY/JUDGMENT	DEGREES	POINT VALUE
1. Fairly routine or repetitive work. Work is performed under close supervision or in accordance with specific and detailed instructions.	a. Almost exactly like	70
	b. Somewhat more than	120
2. Work is performed in accordance with established procedures, but employees must organize their work, make minor adjustments to processes and respond to changing priorities.	a. Somewhat less than	190
	b. Almost exactly like	240
	c. Somewhat more than	290
3. Work is somewhat diversified and complex. Work is performed in accordance with established or accepted practices and general directives received from supervisor(s). Employees are expected to evaluate problems and determine proper courses of action to take within limits of defined practices. Supervision is regularly available/provided.	a. Somewhat less than	360
	b. Almost exactly like	410
	c. Somewhat more than	460
4. Work is diversified and complex. Work is performed according to general/broad directives. Meaningful judgment is exercised in solving problems and defining choices of action. Employees are expected to prioritize assignments, deviate from schedules or alter the sequence of steps as necessary to accomplish work goals, and occasionally may be required to offer innovative suggestions.	a. Somewhat less than	530
	b. Almost exactly like	580
	c. Somewhat more than	630
5. Work is more diversified and complex. Employees are expected to work independently and complete assigned tasks with limited guidance from supervisor or established procedures or instructions. The employee may also be required to develop new, innovative or original procedures, methods or processes.	a. Somewhat less than	700
	b. Almost exactly like	750

FACTOR 6: RESPONSIBILITY FOR STAKEHOLDER RELATIONS

This factor measures the impact of a job on stakeholder relations. Stakeholders are defined as students, staff and the community. The degree of impact is determined by the extent to which proper or improper performance of duties and responsibilities can either contribute to or adversely affect the reputation, goodwill and public relations of the College.

When rating jobs using this factor, it is important to apply the distinctions "somewhat less than", "almost exactly like", and "somewhat more than".

LEVELS OF RESPONSIBILITY / IMPACT	DEGREES	POINT VALUE
1. College reputation and public relations are effected only in extreme circumstances (e.g., gross negligence in performance of job duties), and such effect is short-lived in duration and impact extends to a very limited number of students/community members/employees.	A. Almost exactly like	50
	B. Somewhat more than	100
2. Stakeholder relations can be impacted on an occasional basis and such impact is very limited in scope (i.e., number of stakeholders impacted) and duration.	A. Somewhat less than	175
	B. Almost exactly like	225
	C. Somewhat more than	275
3. Stakeholder relations can be impacted on a regular basis, but such impact is limited in scope and duration. Impact is not considered overly significant in terms of enhancement of/damage to the College's reputation.	A. Somewhat less than	350
	B. Almost exactly like	400
	C. Somewhat more than	450
4. Impact on stakeholder relations is considered significant. Performance / non-performance of job duties will become known by numerous stakeholders and will effect the reputation of a department or even the College at large.	A. Somewhat less than	525
	B. Almost exactly like	575
	C. Somewhat more than	625

FACTOR 7: RESPONSIBILITY FOR OPERATIONS AND EDUCATIONAL SERVICES

This factor measures the impact of the job on the operations and educational services of the College. The degree of responsibility/impact is determined by the extent to which proper or improper performance of duties and responsibilities can either contribute to, or adversely affect, the quality of programs and services and/or efficiency and effectiveness of operations of the College.

When rating jobs using this factor, it is important to apply the distinctions "somewhat less than", "almost exactly like" and "somewhat more than".

LEVELS OF RESPONSIBILITY / IMPACT	DEGREES	POINT VALUE
1. Job impact on College programs, services and operations is restricted to position's department/program only, and errors/deficiencies are easily corrected.	A. Almost exactly like	50
	B. Somewhat more than	100
2. Job impact on efficiency and effectiveness of operations/instructional delivery is limited to the position's department/program, but errors/deficiencies are moderately difficult to correct, requiring some investment of time and resources.	A. Somewhat less than	175
	B. Almost exactly like	225
	C. Somewhat more than	275
3. Job impact on educational services/operations extends beyond a single department/program. Inadequate performance of duties leads to deficiencies in the effectiveness/efficiency of instructional delivery and/or operations.	A. Somewhat less than	350
	B. Almost exactly like	400
	C. Somewhat more than	450
4. Job impact extends to various departments/programs, perhaps to the entire College. Operations and/or the delivery of instructional services will be significantly impacted by the performance/non-performance of duties by position incumbent.	A. Somewhat less than	525
	B. Almost exactly like	575
	C. Somewhat more than	625

FACTOR 8: RESPONSIBILITY FOR FINANCIAL MATTERS

This factor measures the position's discretionary ability to impact financial matters of the College. The degree of responsibility/impact is determined by the extent to which proper or improper performance of duties and responsibilities can influence the finances (i.e., expenditures, revenues) of the College.

When rating jobs using this factor, it is important to apply the distinctions "somewhat less than", "almost exactly like" and "somewhat more than".

LEVELS OF RESPONSIBILITY / IMPACT	DEGREES	POINT VALUE
1. Job has relatively limited responsibility or discretionary ability to impact financial activities and results of the College.	A. Almost exactly like B. Somewhat more than	50 125
2. Job duties include responsibility for handling routine financial transactions/funds, monitoring and/or controlling resources of moderate value. Impact may extend beyond department/program, with the potential ability to have a minor effect on overall College finances.	A. Somewhat less than B. Almost exactly like C. Somewhat more than	225 300 375
3. Job duties include responsibilities for handling/accounting for funds that can impact overall College finances to a moderate extent. Accounting for large volumes/amounts of funds, and discretionary control of material amounts of resources/money may be significant responsibilities of a position fitting within this level.	A. Somewhat less than B. Almost exactly like C. Somewhat more than	475 550 625

FACTOR 9: WORKING CONDITIONS

This factor measures the frequency of exposure to job or environmental conditions normally viewed as undesirable or disagreeable. This includes irregular hours, pressures related to attention to detail, deadlines, and/or work volume, physical demands related to job activities, and exposure to possible accidents, health hazards or injuries

JOB OR ENVIRONMENTAL CONDITIONS	FREQUENCY IN WHICH CONDITION IS ENCOUNTERED		
	A. OCCASIONALLY UP TO 25%	B. REGULARLY 25 – 60%	C. FREQUENTLY 60% +
1. Work involves exposure to unpleasant elements such as viewing a microcomputer screen, sitting/standing in one position for an extended time period, exposure to outside weather conditions that yield a perceptible level of discomfort, etc. Pressure in excess of those expected in a normal working environment such as attention to detail, deadlines, work volume, work schedule (i.e., hours, travel), and/or sensitive situations may be inherent in the job.	30	60	90
2. Tasks performed on the job result in exposure to adverse working conditions such as repeated lifting, reaching, bending, shifting materials and carrying heavy items/objects, exposure to dirt/dust, noise or fumes, and/or exposure to possible accidents, health hazards or minor injuries. Incumbents may experience significant pressures related to highly sensitive situations.	110	140	170
3. Tasks performed on the job result in extremely difficult or disagreeable conditions that demand exceptional physical accommodation and/or exposure to potentially more serious health hazards, injuries or illnesses.	190	220	250