Macomb
Community College
Education• Enrichment• Economic Development

AGREEMENT

between the

BOARD OF TRUSTEES

of the

COMMUNITY COLLEGE DISTRICT

of the

COUNTY OF MACOMB COMMUNITY COLLEGE

and the

AMERICAN FEDERATION
of
STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2172, AFL-CIO

July 1, 2022 - June 30,2024

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AGREEMENT
Between
THE COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
and
MICHIGAN COUNCIL NO. 25, AFL-CIO, Local 2172
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

THIS AGREEMENT is made and entered into this June 15, 2022, by and between COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB, hereinafter designated as the "Employer," and the MICHIGAN COUNCIL No. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, Local 2172, hereinafter designated as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote order and peaceful labor relations for the mutual interest of the Employer and the Employees.

The parties recognize that a sound educational program as it affects the best interest of the College district, its students, and its Employees, is a primary objective.

To those ends, the Employer and Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

Definitions

For the purpose of clarifying terms used in this document, See Appendix B attached hereto.
IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers on April 19, 2023.

Local 2172, Council 25
American Federation of State,
County and Municipal Employees:

/S/
Ronda Trouse, Council 25 Representative

/S/
Lois Murray, President, Local 2172

/S/
Patsy Tannahill, Negotiating Team

Community College District
of the County of Macomb:

/S/
Katherine Lorenzo, Chairperson, Board of Trustees

/S/
James Sawyer, President

/S/
Joline Davis, Vice President, Human Resources

/S/
Nicole Hutchings, Director of Personnel Services

ARTICLE 1 RECOGNITION AND CONDITIONS OF EMPLOYMENT

A. 1. This Agreement is made this 15th day of June, 2022, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the Board and the Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2172 (hereinafter called the Union) for the period described below.

2. The Board recognizes the Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2172, as the sole and exclusive bargaining agent as defined in Section II of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representation" Case No. 73 B-49, March 20, 1973, by the State of Michigan Labor Mediation Board for all administrative support, but excluding Administrative Support to the President, Administrative Support to the Vice-President of Human Resources, Administrative Assistant to the General Counsel, Administrative Support to the Vice President of Business, supervisors, professional Employees, and all other Employees.

3. The Board agrees, to employ on a part-time basis, computed as full-time equivalents, part-time clerical Employees equaling no more than seventy percent (70%) of the full-time staff. Part-time hours over seventy percent (70%) of the full-time staff will be replaced at the rate of one full-time Employee for every fifty (50) hours of part-time. Excluded from this percentage are part-time Employees covering the duties of Unit members on Maternity/Child Care Leave, Medical Leave, Illness in the Immediate Family Leave.

4. Non-bargaining unit Employees who are used during peak work load periods at the beginning of each semester's registration and semester start up may work additional hours up to a maximum of 40 hours per week. The Union will be notified of any non-bargaining unit Employees scheduled to work in excess of the 20 hour weekly limit allowed in this Agreement.

5. It is further agreed that temporary personnel shall not be covered by this agreement.

6. The College shall provide the Union with a status report indicating the number and location (i.e., cost center) of part-time clerical Employees for a pay period during the months of October/November and quarterly thereafter.

7. When the results of the above status report indicate an overuse of the above-referenced 70%, the College will take timely action to reduce the use of part-time and shall notify the Union of the specific action taken.

8. Part-time clerical Employees will not be used to replace vacant full-time clerical positions.

B. The Board shall not enter into any collective bargaining agreement with any Employee or with any other collective bargaining organization on behalf of Employees during the term of this Agreement.

C. The policies of the Board as they relate to rates of pay, wages, hours of employment or other conditions of employment shall as the effective date of this Agreement, be considered a part of the Contract and shall not be added to, subtracted from, or changed, without mutual agreement of both parties. This shall not inhibit the Employer from initiating changes in procedures and operating methods provided such changes do not impair the substantive rights or benefits secured to the Employee by this Agreement.

1. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, insofar as the same relates to rates of pay, wages, hours of employment, or other conditions of employment.

2. This Agreement constitutes the total understandings between the parties insofar as it relates to rates of pay, wages, hours of employment, or other conditions of employment and it shall not be added to, subtracted from, or changed, except as mutually agreed to by the parties.

D. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

   1. To the executive management, organization, and administrative control of the District and its properties and facilities, and the activities of its Employees. This is limited only by the specific and express terms of this Agreement.
   2. To hire all Employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their discipline or dismissal, and to promote, assign, transfer, and lay off all such Employees. This is limited only by the specific and express terms of this Agreement.
   3. To determine the methods, means, and personnel by which the operations of the College are to be conducted. This is limited only by the specific and express terms of this Agreement.

   The exercise of the foregoing powers, rights, authorities, duties, and responsibilities, by the Board or its designated agents and officers, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and Laws of the United States.

E. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board and the Union. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provisions of the Agreement. If any provision of this Agreement is held illegal, void, or invalid by a court of competent jurisdiction, all other terms, conditions, and provisions shall remain in full force and effect and shall continue to be binding upon the parties hereto. Such amendments or deletions shall be made known to the Union as soon as possible.

F. Both the College and the Union declare commitment to Equal Employment Opportunity, and of non- discrimination in the provision of all services and in the administration of this Contract. Therefore, it is declared jointly that there will be no discriminatory practices based upon race, creed or religion, color, sex (including sexual harassment), marital status, national origin, age, or handicap.

   Further, the College and the Union jointly undertake to comply fully with all applicable Federal, State, and Local laws relating to Equal Employment Opportunity and non-discrimination in fulfilling their obligations under the terms of this contract.

ARTICLE 2 UNION SECURITY

Each Employee shall have the right to join, or not to join, the Union as they individually prefer, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual Employee.

A. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer will only honor have written voluntary individual membership Dues Deduction Authorizations of Employees.

B. The union shall certify to the Employer, in writing, the amount of each member's regular monthly dues. A copy of the Dues Deduction Authorization Form for each Employee for whom the Union membership dues are to be deducted hereunder shall be delivered by the Employees to the Employer before any payroll deductions shall be made. Dues deductions will be made only under the Dues Deduction Authorization Forms which have been properly executed and are in effect. Each dues deduction authorization will be limited to the deduction of regular monthly basic dues. Any Authorization Form which is incomplete or in error will be returned to the Employee by the Employer and will not be honored.

C. All properly executed Dues Deduction Authorization Forms shall become effective at the time the application is tendered to the Employer. If received on or before the fifteenth (15^{th}) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1^{st}) pay of such month and monthly thereafter, and will remain in effect (a) for a specified time in accordance off, or (b) until the Employer receives written notification that the Employee has cancelled the authorization, or (c) until an Employee's active employment in a covered classification is terminated.

D. All sums deducted by the Employer shall be remitted to the labor Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current Employees for whom the Union dues have been deducted, the amount deducted from the pay of each Employee and any Employees who have terminated their Dues Deduction Authorization during the previous month. If an Employee terminates their Dues Deduction Authorization with written notice to Human Resources, the Local President shall be notified in writing by Human Resources.

E. The Employer shall not be liable to the Council 25 from the remittance or payment of any sum other than those constituting actual deductions made from wages earned by Employees.

F. The Council 25 shall indemnify, protect, and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 3 EMPLOYEE'S AND EMPLOYER'S RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Employee of the Employer shall have the right freely to organize, join, and support, the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer further agrees that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of membership

in the Union, participation in any lawful activities of the Union, participation in any lawful activities of the Union, or complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. 1. The Employees recognize and agree to faithfully adhere to the rights, privileges, duties, and responsibilities concerning said Employees as prescribed in Act 379 of the Public Acts of 1965.

2. The Union, its officers, agents, and members, agree that, so long as this Agreement is in effect, there shall be no strike or any unlawful acts that interfere with the College's operations.

ARTICLE 4 REPRESENTATION AND COMMUNICATION

A. Representation

1. Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of four (4) members and the committee may, in addition and at the Union's option, include consultants.

2. Stewards

The Employer further agrees to recognize a Chief Steward and Stewards from a maximum of eight (8) designated areas.

3. Service Committee

a. The Service Committee and the Negotiating Committee will be one and the same.

b. The College agrees to meet with the Service Committee which may, at the Union's option, include council and/or international representatives of the Union to consider all matters relating to the contract.

c. Meetings between the parties will be scheduled on a mutually agreeable day and time as needed. The parties will submit an agenda setting forth the matters to be discussed. The meeting shall be confined to consideration of items on the agenda.

d. The Union's Service Committee members shall not suffer loss of wages for being in attendance at said meetings. These meetings shall, in no way, be considered a substitute for the Grievance Procedure outline in Article 5**.**

4. Special Conferences

a. Special Conferences for discussion of important matters will be arranged between the Vice President of Human Resources or a designee and the President of the Unit upon the request of either party. Such conferences shall be between designated representatives of the Employer and designated representatives of the Union.

b. These conferences shall be held during working hours. It is agreed that the Union representatives may meet one-half hour immediately preceding the Special Conference. The special conferences shall in no way be considered a substitute for the Grievance Procedure as outlined in Article 5.

5. **Provisions**

a. The names of all Union representatives identified in 1, 2, 3, and 4, above, shall be certified in writing to the Employer by the Union upon election or appointment. Such certification shall be prerequisite to the granting of release time under the terms of this Agreement.

b. Specified Union representatives identified in 1, 2, 3, and 4 above, shall suffer no loss of earnings for time spent in investigating and/or adjusting grievances and for attending scheduled meetings, with Management relating to grievances, arbitration, or other meetings with Management involving matters pertaining to the Agreement. (See also Article 5.C.)

c. Members of the Union's Negotiating Committee and the Area Stewards will be permitted to leave their work, upon notifying their supervisors, for the purpose of preparing for negotiations. Commencing the first Monday of the month prior to the beginning of negotiations, the Negotiating Committee will be allowed up to two hours release time weekly, and the Area Stewards will be allowed up to two hours release time bi-weekly.

d. Once negotiations have begun, the Negotiating Committee will be allowed four (4) hours per week off from work with no loss of pay for the purpose of negotiating a new contract and such other time as may be mutually agreeable.

B. **Communication**

1. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistical and financial information related to Macomb Community College and in possession of the Board as is necessary for negotiation of collective bargaining agreements. It is understood that the Board will not make special compilations of information and statistics unless mutually agreeable.
2. All requests made by the Union for documentary, historical and compiled information and materials shall be made first through the Vice President of Human Resources or designee.
3. The Employer will provide the Union with a list of its designated representatives certified in writing.
4. The President of the Union will be given a copy of the Board agenda of each public meeting, including all non-confidential attachments, at the same time regular distribution is made.
5. The President of the Union will be given a copy of the unapproved Board minutes and the approved Board minutes of each public meeting at the same time regular distribution is made.
6. The Employer will furnish the Union with names and work locations of newly hired Employees.
7. At the same time, the Employer will furnish job classifications and assignment of new Employees to the Union upon their request.
8. The record of qualifications for newly hired Employees shall be made available to the Union President upon request.
9. The Employer will furnish the Union with names and positions of all moves made by Employees upon their request.
10. The Union will be notified in writing of all temporary assignments and terminations at the time of such assignments and terminations for Employees in this bargaining unit.
11. The Employer will also notify the Union of any organizational changes.

ARTICLE 5 GRIEVANCE PROCEDURE

A. **Definition**

Any claim by the Union or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement or violation of any past practice shall be a grievance, and shall be resolved through the procedure set forth herein.

B. **Time Limits**

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the Employer and the Union. The College shall not be required to pay back compensation prior to one year the complaint was presented at the informal conference or Step1 whichever comes first.

C. **Grievance Representation**

Union representatives shall notify and obtain their Immediate Supervisor's permission before leaving their workstation. Time will be allowed with no loss of pay for the purpose of investigating and processing grievances. (See also Article 4.A.5.b)

D. **General Provisions**

1. In the event that the Union fails to appeal a grievance or appeal a College Board answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer, if any. In the event the College shall fail to supply the Union with its answer to the particular step within the specified time limits the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the College's grace period for answering.

2. The parties agree that it is good practice to keep all discussions confidential during the procedural stages of the resolution of the complaint.

3. All grievances shall be in writing, using the forms for that purpose supplied by the Human Resource Office.

4. Consistent with the Public Employment Act of the State of Michigan, the Bargaining Unit shall be notified of meetings between management and a grievant relating to any written grievance, and a bargaining unit representative, steward, or designee shall be "given opportunity to be present" at such meetings.

5. The aggrieved Employee, with or without the steward or designee, will consult with their Immediate Supervisor within ten (10) days after the aggrieved knew of the events giving rise to the grievance. When an Informal Conference is requested, the Employee will advise the Immediate Supervisor:

    a. That it is an Informal Conference;

    b. Whether or not a Union representative will be in attendance.

    If the steward or designee is present during the Informal Conference with the Immediate Supervisor, the Union may proceed to Step 1 of the Grievance Procedure.

An "Informal Conference" will be requested by the Union only when there is an "aggrieved Employee." The Union will file a written grievance at Step 1, 2, or 3 (as appropriate) when the grievance is a class action. In such cases, there will be no Informal Conference.

6. Provided both parties agree, Steps 1 and/or 2 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step.

E. **Steps of the Grievance Procedure**

Step 1

a. If the Issue is not resolved in the Informal Conference, the Union will present the grievance in writing to the Immediate Supervisor within ten (10) days after such decision.

b. Within ten (10) days from receipt of the written grievance, the Supervisor will reply in writing to the Union.

Step 2

a. If the grievance is not resolved at Step 1, the grievant and steward or designee will, within ten (10) days after having received the written answer, forward the grievance to the Vice President of the area. The Vice President will arrange a conference for discussion of said grievance between the grievant, Union representative, and the Immediate Supervisor. The Vice President may attend this conference at their option. If they choose not to attend, they may send a designee.

b. The Vice President will submit the written answer to the grievant and to the Union with a copy to the Vice President of Human Resources and/or their designee within ten (10) days from the receipt of the grievance.

Step 3

In the event the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Vice President of Human Resources or their designee within ten (10) days of the decision. The Vice President of Human Resources or their designee will, within ten (10) days, meet with the Chief Steward or a designee, the Steward or a designee, and the appropriate Vice President or designee and will submit a written answer to the Union within ten (10) days from the receipt of the grievance.

Step 4 Pre-Arbitration

If the grievance is not resolved at Step 3, the grievance may be referred to the council representative. The representative of the council and/or the International Union, will review the matter and may, within thirty (30) days after the answer referred to above, present the appeal of the grievance to the Pre-Arbitration Panel.

a. The Pre-Arbitration Panel shall be composed of four (4) representatives chosen by the Employer and four (4) representatives, including council representatives, chosen by the Union.
b. The purpose of the pre-Arbitration meeting is to make an attempt to settle the grievance on a local level before going to an outside third party. Therefore, resource persons may be called at the request of either side to provide testimony to the Panel.
c. If the parties are unable to reach agreement through the pre-Arbitration meeting, if Pre-Arbitration is requested, the parties may move to Step 5 Mediation.

Step 5 Mediation

Within ten (10) days of the Pre-arbitration meeting, the Union may request the dispute be submitted to the Mediation Process. Mediation is a nonbinding attempt to settle grievances prior to Arbitration. The grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS).

The parties will coordinate a date for mediation as soon as administratively possible, so as not to unduly delay the grievance process. Mediators will be presented with the case facts, receive and review documents and hear testimony from each party. It is agreed any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

If mediation is not successful, arbitration may be invoked by written notice to the American Arbitration Association or FMCS with a copy to the Vice President of Human Resources or designee. Such notice shall be given within fifteen (15) days from the date of the mediation meeting or Step 4.

F. **Arbitration**

The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misrepresentation or misapplication of specific and express provisions of this collective bargaining Agreement. If the grievance sought to be arbitrated is not specifically covered by the Agreement then said Arbitrator shall have no authority in connection therewith. Said arbitration shall be conducted under the auspices of the American Arbitration Association or the Federal Mediation and Conciliation Service, and the conduct of said hearing shall be controlled by the rules of said Association. The expenses of the Arbitrator shall be paid one-half (1/2) by the Union and one- half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

1. The Arbitrator shall have no power to alert, add to, or subtract from the terms of the Agreement.

2. Neither the Board nor the Union at the Arbitration proceedings will assert any grounds or evidence not previously disclosed to the other party.

The decision of the Arbitrator shall be final and binding upon the College, the Union, and the Employee or Employees involved in the grievance.

It is understood and agreed that the interpretation of any insurance contracts or policies shall not be subject to arbitration.

ARTICLE 6 SENIORITY

A. **Probation**

New Employees shall be on Probation for the first one hundred-twenty (120) calendar days of their employment and during such period Probationary Employees may be terminated by the Employer without recourse to the grievance procedure shall be represented by the Union for all other purposes under this Agreement.

1. The Board and the Union may, by mutual agreement on an individual basis, extend the probationary period.

2. There shall be no seniority among Probationary Employees.

3. Leave Allowance: Probationary Employees will accumulate PTO allowance during their probationary period, but may not utilize or be entitled to such leave until attaining permanent status.

4. Medical Insurance: Probationary Employees shall be eligible to receive medical insurance as provided in Article 15.A.

5. Worker's Compensation: Each Employee shall be covered by the applicable Worker's Compensation laws.

6. Evaluation: Written formal evaluations of Probationary Employees will be made during their Probationary Period. An evaluation stating acceptable work at one hundred-twenty (120) days will constitute Status for the Employee.

7. Probationary Employees shall not be eligible for Leaves of Absence unless mutually agreed upon by the Union and the College Board.

8. Upon completion of the Probationary Period, the Employee will be a Status Employee and be considered to have seniority computed from the first days of employment.

9. Probationary Employees shall not be entitled to any fringe benefits except those listed in Article 6, Section A.

B. **General Provisions**

Seniority rights of an Employee shall cease for any one of the following reasons:

1. If the Employee terminates employment.
2. If the Employee is discharged and such discharge is not reversed through the grievance procedure.
3. If the Employee is absent for four (4) consecutive working days without notifying the Employer and fails to give reasonable explanations for the absence and the lack of notice.
4. If the Employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein in Article 6, F.
5. If the Employee overstays a leave as provided for in Article 12 without providing a reasonable explanation within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
6. If the Employee retires.
7. If the Employee gives a false reason for a leave of absence.

C. The Employer recognizes the importance of seniority as a factor to be considered along with merit and ability in all moves, layoffs, reinstatements, and recalls, but when merit and ability are equal as between Employees, then seniority is recognized as the prevailing factor in making the selection. Effective July 1, 2022, if two (2) or more Employees have the same seniority date they shall be ranked by the last four (4) numbers of their respective Social Security numbers, the Employee with the lowest number being given the highest rank. The seniority ranking on the seniority list as of July 1, 2022 will remain and new hires will utilize the method above for placement on the seniority list.

D. **Bumping**

1. **Bumping Procedures**

   a. Fundamentally, rules respecting seniority are designed to provide Employees an equitable measure of security based on length of service with the Employer and, in the event of reduction of available work, the Employer shall retain at work the Employees having the greatest amount of seniority, providing these Employees possess the qualifications, as listed on Postings and the Secretarial/Clerical/Special Skills Category Structure and Qualifications Chart, required by the Employer for the efficient performance of the work available.

2. The "Bumping" Procedure may be implemented in these circumstances:

   a. When a position is eliminated (see Position Elimination in Article 6.E.2.).
   b. When a position is transferred (see Transferred Position in Article 6.E.1.).
   c. When an Employee returns from leave consistent with a provision of that leave which allows bumping (see "Leave" provisions in Article 12).
   d. When an Employee is bumped.
   e. When organizational change occurs as outlined in Article 6.E.3.

3. **The "Bumping" Procedure shall operate in the following manner:**
   a. At least fifteen (15) working days prior to a circumstance in which the Bumping Procedure would be implemented, the Union and the involved Employee will be notified in writing listing the positions into which the Employee would bump.
   b. The Employee exercising "bumping" rights will take the position of the least senior Employee in the same classification and/or category, providing the displaced Employee has on file the qualifications required.
   c. Should this Employee not obtain a position in their classification and/or category, the Employee will follow the procedure in "b" above in the next lower classification at the salary of the lower classification until a position is obtained.
   d. All subsequent Employees displaced as a result of the initial "bumping" will follow the procedures in "b" and "c" above.
   e. Bumping will be by Unit-wide seniority.
   f. The above-described procedure (time limits enunciated in 2.a.) shall not apply to temporary layoff caused by acts of God.

E. **Transferred Position, Position Elimination, Layoff, Temporary Layoff**

1. **Transferred Position**

A Transferred Position is a position that is moved from one department to another functioning in a new role, as need may require. The Union and the person occupying the position, at the time of the transfer, will be notified in writing of the reasons, fifteen (15) working days in advance of the effective date of the transfer and the Employee shall have the option of transferring with the position or exercising their rights under the "Bumping" Procedure, listing position for which the Employee qualifies. The Employee will notify Human Resources of their decision in writing no later than five (5) working days prior to the effective date of the position transfer, said notification to be final. This in no way circumvents Employee's bidding privileges. An Employee displaced by another Employee who has declined to transfer with the position shall have the option of accepting the transferred position if they has the necessary qualifications in lieu of using the Bumping Procedure.

2. **Position Elimination**

An eliminated position is a position that ceases to exist. The Union and the Employees in the position at the time it is eliminated shall be notified in writing of the reasons fifteen (15) working days in advance of the effective date and shall exercise rights under the "Bumping" Procedure, listing the positions for which the Employee qualifies.

3. **Organizational Changes**

When an administrative organizational change causes a bargaining unit position to change from the primary function within the job description which the Employee is currently assigned), the College will notify the Union and the Employee. Organizational change is defined as the primary function within the job description changed which means the Employee's classification position level is lowered (e.g., Admin Assistant 6 to Admin Assistant 5). When that occurs, Human Resources will provide the President of the Union with the revised job description. Prior to the effective date of the change, the affected Employee may exercise bumping rights in accordance with Article 6.C. except that the timelines for response by the Employee shall be four (4) working days from written notification. A copy shall be placed in the Employee's file. Bumping will not occur when reporting structure or assignment location changes.

4. **Layoff**

Layoff shall mean a reduction in the work force on a Unit-wide basis: No individual shall be on layoff unless they shall have exhausted all of the rights under the "Bumping" Procedure.

a. At least fifteen (15) working days prior to a layoff, the matter will be discussed with the Union's Negotiating Committee. The Director of Personnel Services will also present the facts in writing.
b. Layoff will be by Unit-Wide Seniority.
c. No full-time Employee will be laid off when part-time and/or Student Clerical Employees are working. Student Clerical Employees shall not include those officially enrolled in the Cooperative Internship or Work Study Program, unless they displace the equivalent of a full-time Employee or cover full-time hours.
d. The Union President and Chief Steward shall have top seniority for layoff and recall purposes only and subject to their ability to perform the work available efficiently.
e. The Recall Procedure outlined in Article 6.F. shall apply in all instances of layoff.

5. **Temporary Layoff**

A Temporary Layoff shall mean a short-term and limited termination of employment because of a lack of work caused by an Act of God or other reason beyond the control of the College and, in such instance, the fifteen (15) day notice requirement and implementation of the Bumping Procedure shall not apply.

F. **Recall**

Employees on layoff shall be given the first opportunity to fill vacant positions for which they are qualified according to the following Recall Procedure:

1. Recall for those possessing the qualifications for available positions shall be in inverse order of layoff.

2. The recalled Employee must take a position in the classification which they were laid off or originally bumped down from if such an opening exists or may take a lesser classification in line with their seniority, with salary of that classification.
3. When an Employee accepts a lower classification as a result of recall from layoff, they shall have the option to progress to their former classification in line with seniority and qualifications as vacancies occur. If the option is declined, the right to progress to the former classification under the Recall Procedure is forfeited.
4. An Employee shall be notified by personal email, certified mail, return receipt requested, to return to employment and must do so within ten (10) working days of receipt of notice or be considered terminated.
5. An Employee who is not recalled within a three-year period, shall not be considered on layoff but the employment shall be deemed to have terminated.

G. If an Employee accepts a position under the Employer not covered by the Bargaining Unit and then returns to a position under the Employer within the Bargaining Unit, the Employee shall not suffer any loss of benefits under the provisions of the contract between the parties. However, the Employee will not accrue seniority credits for that period of time outside the Bargaining Unit. Employees requesting to return to the Unit have the right to bid on any open position covered by the existing Agreement for a period of two years from the date the Employee left the unit and shall be considered as internal applicants.

ARTICLE 7 JOB VACANCIES

A. **General Provisions**

1. All job vacancies within the Bargaining Unit shall be filled in accordance with the following provisions of this Agreement. A job vacancy shall be defined as a vacancy which is created as a result of the resignation of an Employee.

B. **Posting Vacancies**

1. A job vacancy notification will be distributed to Employees listing the requirements of the position, vacancies will be posted for a period of four (4) working days; unless the position is to be temporarily not filled or permanently eliminated, in which case the Union shall be notified in writing. The College will have the ability to post externally at the same time while still following bidding procedures per Article 7.B.

2. To be considered for the vacancy, the candidates will participate in an Assessment test and receive either a Pass or Fail score on the Assessment. A review of the Assessment will assist the candidate and the supervisor in determining if training in different areas is needed to be effective in the position. Candidates shall have on file in the Human Resources Offices or the applicant tracking system the qualifications which includes the Assessment and the candidate's Resume. The candidate must apply through the electronic applicant tracking system within the posting period.

3. A Probationary Employee may apply for a posted position after completion of an Assessment to be considered along with external applicants. However, the bid will be considered only when Status Employees have not bid. If the Probationary Employee wins a position, such Employee must serve a one hundred twenty (120) day Probationary Period in the new position.

4. Job vacancy interviews will be conducted with the appropriate administrator and qualified bidders. If the administrator has additional individuals at the interview, a Union representative will also be present.

5. The Union shall be notified of all internal applicants for the position. The College will review the Assessment score and take the Assessment score into consideration for determining the top candidate. The top candidate for a position must make the decision to accept the position by 12:00 noon of the next working day following the interview and offer of position by contacting the Human Resources Office in writing. This will constitute acceptance of the position. Failure to contact the Human Resources Office will constitute non-acceptance of the position. After acceptance of the position, an Employee shall not be allowed to bid for another position from the date of acceptance of the position until the completion of the Trial Period, unless mutually agreed.

6. Should the position which the Employee has successfully bid for and accepted be a higher classification and Management deems it necessary to retain the Employee in the present position for an extended period of time, the Employee shall receive the higher rate of pay beginning the 11th working day from the date of acceptance of the position.

7. Those Employees who apply for such open positions as posted will be notified in writing by the Human Resources Office within three (3) days when a decision has been made that they have not been accepted and will have the opportunity, upon written request, to learn why they did not receive the position.

8. Job vacancies within the Bargaining Unit will be filled on the basis of qualifications, experience, skills ability and an Assessment pursuant to Article 9.A.

9. The College shall repost, at the three (3) month intervals, job vacancies it is attempting to fill.

10. Former status members of the ASP bargaining group who are currently employed by the College will maintain internal bidding rights.

C. **Trial Period**

1. A Status Employee who accepts an open position will receive a maximum of ninety (90) calendar days Trial Period in the new position. (See Article 8.C.) During the Trial Period the Employee shall receive the rate of pay for the position they are performing.

   During the Trial Period, if the Employer considers the Employee's work unsatisfactory as evidenced by an unsatisfactory evaluation, the Employer will focus on communication of job responsibilities on the job description, better communication of expectations while in the position, and better use of evaluation, coaching and disciplinary action when necessary.

2. An Employee who successfully bids on a vacancy shall not be allowed to bid for another position during the Trial Period, unless mutually agreed and shall then be considered along with external applicants with seniority not a factor in selection.

3. An Employee who accepts a transfer, bumps, or is bumped, has the right to bid on another position during the Trial Period.

D. **Temporary Assignments**

Bargaining Unit Employees may be assigned to assist in other areas within the College. Implementation of the following language shall not be construed so as to create a unit-wide "pool" concept nor to circumvent the transfer, elimination, or posting and bidding language of the Contract, but to allow the College to make assignments to promote efficiency and to meet emergency or exceptional situations when the need does not support permanent assignment and/or creation of additional full-time positions.

1. Temporary assignments shall be made to provide adequate coverage for the following: job vacancies, short term leaves, vacations, brief illness, emergency situations, peak periods and exceptional situations.

2. Temporary assignments shall not exceed a sixty (60) day period. It is understood that temporary assignments will be based upon an Employee being qualified to adequately perform the job. Employees so assigned need not have evidence of qualifications in their personnel file for these types of assignments.

3. Employees assigned to fill a position in the absence of an incumbent shall receive the rate of their former job plus a 10% premium or the rate of the job level of the incumbent to which they are temporarily assigned, whichever is the higher. Payment at the higher rate shall be made for assignments where the Employee is not expected to fill in for all responsibilities of the higher position but has picked up significant additional duties in addition to the Employee's regular responsibilities. The Union will be notified in writing by a Change of Status form of all temporary assignments and terminations at the time of such assignments and terminations.

   Employees assigned to assist in other areas within the College shall receive their current salaries; therefore, a Change of Status form shall not be required.

   Assisting means "helping" perform the responsibilities in an area. "Filling in" means performing responsibilities "in place of" an individual. "Filling in" is dissimilar to "assisting."

   The Employer will specify at the start of an assignment whether an Employee is expected to "assist" or "fill in." This will be in writing if requested by the Employee.

ARTICLE 8 PERSONNEL FILE, TESTS, EVALUATION, DISCIPLINE

A. **Personnel File**

The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resource Office. There will be only one personnel file for each Employee.

1. The Employee will have the right, upon request, to examine their own personnel file. The Employee will make an appointment with the Human Resource Office to examine their personnel file. A member of the Human Resources Office staff will be present when the Employee inspects said file and the Employee may be accompanied by a member of the Union if the Employee desires.
2. At the Employee's request, the Employer will reproduce any materials in the Employee's personnel file for the exclusive use of the Employee.

3. The Employee will have the right to add to their personnel file, materials which attest to proficiency and experience. Such materials shall testify to the successful completion of any course, seminar, or other program that increases or broadens the Employee's qualifications for any College position.

B. **Tests**

Appointments for skills tests will be arranged through the Human Resources Office. Interested Employees shall contact the Human Resources Office regarding appointments.

1. Tests will be administered in the Human Resources Office or other appropriate location designated by the Human Resources Office.
2. Tests will be administered using personal computers using established software. The tests will be uniform, but not necessarily identical, from testing to testing.
3. Test results evidencing improved skills will be placed in the Employee's personnel file. Test papers or results will not be placed in their file unless higher than those required for the current position.
4. An Employee will have the right to attend a testing session, with no loss of pay, provided the Immediate Supervisor (or higher administrator) is notified of the intent to be tested two (2) working days prior to the scheduled appointment.
5. The Employee will receive notice of the test scores as soon as they are available.

C. **Evaluation**

1. Written evaluations of Employees in the Trial Period resulting from promotions, demotions, or transfers will be made on or about the forty-fifth (45th) day, and, at or about the ninetieth (90th) day, but no later than the ninety-fifth (95th) day. An evaluation stating acceptable work will constitute status in that position for the Employee.
2. Evaluations of Status Employees shall be a continuing process through verbal guidance, directives, and clarification of job performance.
3. All formal evaluations of Trial Period Employees will be made by the Immediate Supervisor directly responsible for the Employee's work by completion of the Performance Review form in Appendix B of this Agreement. The appropriate administrator shall review and sign the evaluation.
4. The administrator evaluating the Employee will conduct an interview with the Employee, in private, to discuss the evaluation and compare it with prior evaluations.
5. The Immediate Supervisor evaluating the Employee will sign the Secretarial Performance Review form. The Employee will sign the "Secretarial Performance Review" form indicating only that they have reviewed the completed form in an evaluation interview. The Employee's signature does not necessarily indicate agreement by the Employee with the evaluation.
6. A copy of the signed evaluation form will be placed in the Employee's personnel file and a copy will be given to the Employee at the evaluation interview. A department copy may be retained. When the Employee leaves the department they will have the option to either retain the department copy or have it destroyed.
7. The contents of a Trial-Period Employee's formal evaluation will be subject to the grievance procedure as outlined in Article 5 of this Agreement.
8. No member of the Bargaining Unit may evaluate another member of the Bargaining Unit.
9. The Employee being evaluated has the option of typing their own Performance Review form.

D. **Discipline**

1. The Employee shall have the right to be represented by the Union at the time disciplinary action is imposed. Disciplinary interviews, reprimands or informal evaluations of any kind, will be held in private. The Employee has the right to have union representation at the meetings but may waive their union representation. The College may have the immediate administrator and another administrator or a representative from Human Resources. If applicable, both parties may have witnesses at the meeting. The results of these proceedings may be shared with involved administrators.
2. The College will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension, suspension pending discharge, and discharge.
3. It is agreed that no Employee shall be disciplined or discharged except for just cause and such actions shall be subject to the grievance procedure.
4. No materials of an adverse nature will be added to the Employee's personnel file unless they have had an opportunity to see and initial or otherwise acknowledge in writing that they have examined these materials and has the opportunity to submit a response in writing. Such response shall be added to the Employee's personnel file.
5. Materials relating to disciplinary action which are placed in the personnel file shall remain in the personnel file. After two years from the date of discipline, the Employee may request to have the discipline removed from the personnel file if no subsequent discipline has occurred within those two years. For discipline that resulted in two or more day(s) of suspension, the discipline will remain in the personnel file. An Employee may request a meeting with the Vice President of Human Resources or their designee to request the discipline to be removed from the file.
6. Should the discharged, suspended or disciplined Employee consider the action to be improper, a complaint may be presented, in writing, through the Union President and/or their designee to the Employer within ten (10) regularly scheduled working days after receiving the notification. The President, or its designated representatives, shall review the discharge or discipline and give their answer within ten (10) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

ARTICLE 9 CLASSIFICATION / RECLASSIFICATION

A. The classification system is designed to identify and categorize positions according to the degree of responsibility, complexity of the duties associated with the position and skills testing needed to perform the job duties. The College will implement a skill's testing assessment (Assessment) no later than September 30, 2022. All full-time positions covered by this Agreement have been classified by series as shown on the Category Structure and Qualifications Chart (Appendix D). Within each series, positions are classified by level. Education, training (experience) and skills requirements are incorporated into the category structure for positions specifying such requirements. Prior to December 31, 2022, the parties will meet to review the job descriptions and the qualifications.

B. A committee comprised of three members from the bargaining unit Executive Board and three members to be designated by the Vice President of Human Resources will review the skill set requirements for the Category Structure and Qualifications prior to December 31, 2022. The College will compile a minimum Assessment for each level of the Category Structure and Qualifications Chart. Effective October 1, 2022,

the College will implement the Assessment of the Category Structure and Qualifications Chart for the criteria of vacant positions, transfers, reclassification and promotions. There may be multiple Assessments for the levels as some positions in the level may have a different qualification.

C. The Assessments will not be utilized for disciplinary action towards an Employee but will assess the training the Employee will need to strengthen or confirm the individual is qualified for the position. For individuals whose performance skills do not rise to the level of efficiency, the supervisor and Human Resources will develop an Individualized Development Plan (IDP) to improve the skill sets for those Employees. The IDP will include an Assessment, management and Employee checkpoints, and training. The Assessment will be utilized as a starting point in which to determine the type of training the Employee will acquire to improve their skill set. Prior to the Employee signing the IDP, Human Resources will provide the Union with a copy of the IDP. The Employee will have five (5) working days after receipt of the IDP to review and acknowledge receipt of the IDP document. If the Employee refuses to participate in the Assessments and/or the IDP, with the approval of Human Resources, the Employee will be placed on a Performance Improvement Plan ("PIP).

   The parties agree that under the classification system of Article 9 of the Master Agreement, the assignment of an Employee to more than one administrator and/or supervisor does not necessarily entail an increase in the responsibility and complexity of the duties associated with the Employee's position, and therefore, does not necessarily mean the Employee's position should be classified at a higher level.

D. Whenever new or different work is undertaken by the College not covered by the classifications contained in this Agreement, or when existing jobs are permanently, substantially and materially changed so that the revised job is no longer covered by the classifications contained in this Agreement, a system of ranking in relationship to other positions within the Unit will be used to assign the classification. The Union will discuss and advise with the Director of Personnel Services or their designated representative and mutually agree to an appropriate level for the new position.

E. E. When the College determines the need for a position to be of a higher level of responsibility, based on the classification descriptions, the position shall be reclassified to the appropriate level. When an Employee believes that their position has undergone a substantial change in the level of responsibility required, the Employee may request an upgrade to an appropriate level. Requests must be in writing and provided to the Employee's immediate supervisor and the Office of Human Resources. An Employee initiating a request for an upgrade shall receive an answer within thirty (30) days of the request.

   1. The Employee presently holding such reclassified position shall remain in the position. A period of up to six (6) months shall be allowed to permit said Employee to qualify. A Change of Status denoting the new level and salary adjustment shall be placed in the Employee's file with a copy to the Union.
   2. Said Employee shall receive a maximum ninety (90) calendar day Trial Period in this reclassified position and evaluated according to Article 8.C**.** During the Trial Period, the Employee shall receive the rate of pay for the position they are performing.

F. **Job Descriptions**

Official Job Descriptions shall be developed for each position within the Union by Human Resources. Job descriptions shall include titles that accurately reflect the level of responsibilities and duties of each Union position and shall detail the specific qualifications required for employment for said position. The Union President shall be given an opportunity to review new and updated job descriptions prior to

implementation. A copy of the posting at the time of hire or status change shall be included in the Employee's personnel file.

G. **Selection**

1. Selection for all classifications shall be based on qualifications, experience, ability and Assessment of all candidates. In instances where there are less than five internal candidates (i.e. Bargaining unit members) in Level 3 and 4 positions, the College may include external candidates up to a maximum combined (internal and external) total of five (5) candidates. The College must include all internal candidates prior to including external candidates.
2. Job vacancy interviews will be conducted on a one-on-one basis between the appropriate administrator and the bidder. If the administrator elects to have others present during the interview, a Union representative will also be present.
3. The College will provide written notification to bargaining unit members not selected within three (3) working days after the decision is made.

H. Where experience is required to qualify for a position, one (1) year experience may be waived when the applicant holds an Associate Degree.

I. Employees may be expected to allocate and/or schedule work for part-time student and temporary Employees.

Employees with a Level 3 or above may be expected to establish work priorities, allocate, and/or schedule work for other Employees in the Unit.

J. Employees will not administer or proctor exams or tests for an instructional area.

K. Employees will not set up class semester schedules. Employees may be expected to assist in preparation of class semester schedules, including proofreading, editing, development, organization, system input, and maintenance of schedules.

L. Employees will not be expected to perform work that is of a private or personal nature.

M. Instructional area offices may designate one full-time clerical position as the "lead" position when there is more than one full-time clerical position in the office.

N. The services of temporary services personnel may be engaged for the period of time in which the bargaining unit member retains the right to return to her position (up to 60 days in the case of a childcare, or short-term leave; one (1) year in the case of an illness in family or medical/worker's compensation leave). If the bargaining unit member elects not to return to her position at the expiration of the period, the position will then be filled by a posting pursuant to Article 7.B.I. unless the position is to be temporarily not filled or permanently eliminated. Upon expiration of the period, the services of temporary services personnel may be engaged for the position for only the time required for the filing of the position pursuant to a posting.

ARTICLE 10 COMPENSATION

A. Effective July 1, 2022, through June 30, 2024, the salary levels, ranges (minimums and maximums), and steps shall be as set forth in Appendix E.

B. Upon being hired, Employees will begin on Step 1 except as determined by section C of this article or as otherwise determined by the Vice President of Human Resources.

Employees who attain a degree during the contract year shall receive credit for the degree; step effective the first pay period of the month following the month in which an official transcript confirming the degree is provided to the Human Resources Office by the Employee. One (1) step shall be granted for attainment of one or more Associate Degrees, or two (2) steps granted for degree attainment of a Bachelor or higher degree. There shall be a maximum of two (2) steps granted for degree attainment, regardless of whether the steps were granted at the time of hire or later.

C. If an Employee who is promoted to a higher classification is "on step" they will be placed on the same step at the higher level classification. Conversely, if an Employee moved to a lower classification is "on step", they will be placed on the same step at the lower level classification.

After ten years of cumulative service at MCC, each member shall receive annually, a longevity premium of $300 plus one and one-half percent (1.5%) of the Employee's base salary. This amount shall not be added to the base salary.

D. Payment to Employees who are temporarily assigned to fill a higher level position under the terms of Article 7.D.3.

ARTICLE 11 HOURS OF WORK AND OVERTIME

A. The normal working hours for Employees will consist of eight (8) hours per day and forty (40) hours per week.

1. Each Employee shall be entitled to a one hour duty-free, non-paid, lunch period. The time of the lunch period will be determined by the supervisor and may be changed with their approval.

2. Each Employee shall be provided a fifteen (15) minute duty-free, paid relief time during the first half of the working day and a fifteen (15) minute duty-free paid relief time during the second half of the working day.

B. Overtime must first be offered to the Employee who performs the work on a regular basis.

1. An Employee shall receive overtime payment at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay for all approved time worked:

    a. in excess of eight (8) hours in any one day.

    b. in excess of forty (40) hours in any one week.

For purposes of this paragraph, a holiday or any day accumulated in the Employee's leave bank shall be considered a day worked.

2. Double time will be paid for hours worked in excess of forty-eight (48) hours.

3. Hours worked on holidays will be paid at triple time.

4. Compensatory time must be taken by the end of the contract year in which it was earned.

Compensatory time worked must be recorded in the digital timekeeping system for the time period worked. Compensatory time taken must be recorded in the digital timekeeping system when taken. If compensatory time is not taken by the end of the contract year in which it was earned, the Employee shall receive overtime pay.

5. When an Employee is requested to work overtime they are guaranteed one (1) hour of pay at one and one-half (1-1/2) times the Employee's regular rate of pay.

6. When an Employee is requested to work on a day other than a normal work day they are guaranteed a minimum of three (3) hours pay at established overtime rates.

7. Employees on other than a Monday through Friday work schedule shall be paid overtime after the 40th hour in one week. Double time shall be paid after the 48th hour in one week.

C. 1. When the College determines that it is appropriate, an Employee may be offered employment on a four (4) day schedule, 40 hours, with a minimum of ten (10) hours daily. An Employee accepting this schedule waives the right to overtime pay except for hours worked in excess of those regularly scheduled. For the purpose of computing absences, vacations, sick days, etc. actual hours of absence shall be reported.

2. The four (4) day schedule for an Employee may be terminated by either party after thirty (30) day notice of such intent. Refusal of a present Employee to accept such an assignment shall not be the basis for disciplinary action. However, new positions may be created on a four (4) day schedule and Employees accepting such positions may be required to continue on this schedule at the discretion of the Employer.

3. During the recesses in the instructional schedule, the College may revert four (4) day Employees to the regular five (5) day work week.

4. Any time a work week is reduced by a holiday(s), the Employee shall have the work week reduced by eight (8) hours per holiday that week.

5. All schedules for four (4) day employment are to be filed with the Human Resources Office by the Employee's immediate Supervisor in advance.

ARTICLE 12 LEAVE'S OF ABSENCE

A. **Childbirth, Childcare, Adoption, and Foster Care Leaves**

1. Upon written request (thirty (30) days in advance) a Childbirth, Childcare, Adoption, or Foster Care Leave for a period of up to one (1) year shall be granted.

a. Upon exhaustion of FMLA leave, an additional twelve weeks of leave may be requested. The College may cover the position with non-bargaining-unit personnel not hired on a continuous basis. The Employee shall retain the right to return to the same position during this time and shall notify the Vice President of Human Resources or their designee of intent to return to work and expected date of return. The College will continue to pay its contribution to health care coverage during this leave up to twelve weeks.

b. After twelve (12) weeks, vacancies created by a leave under this article shall be posted and filled consistent with the provisions of Article 7**.**

2. An Employee on a leave under this article which exceeds twelve (12) weeks shall advise the Vice President of Human Resources or their designee of intent to return-to-work thirty (30) calendar days prior to the expected date of return. Upon receipt of such notification, the Vice President of Human Resources or their designee will notify the Employee of any vacant positions within current classifications for which the Employee may bid. If no vacancy exists by the date of return from a leave under this article, the Employee shall be deemed unemployed, but the Employee's bidding rights and obligations shall continue.

3. It is agreed that an Employee on Medical Leave because of pregnancy (Article 12.A.) requests and is granted a leave under this Article (12.A.) which commences immediately following the Medical Leave.

4. The Employee who bid on a temporary basis (referred to in Article 12.A.) shall be deemed to hold a permanent bid if the Employee on Child Care Leave does not return by the expiration of the twelve (12) week period commencing after FMLA is exhausted.

B. **Illness in the Immediate Family**

An Employee shall be granted a non-compensable illness in the Immediate Family Leave not to exceed one calendar year. The Employee must submit the request in writing along with a Doctor's Verification of Confinement to the Vice President of Human Resources or their designee. The College shall have the right to verify such medical reasons. (The term "Immediate Family" shall mean parents, grand-parents, brothers, sisters, child of the Employee or the Employee's spouse, grandchildren or other person who is domiciled with the Employee.) The returning Employee shall advise the Vice President of Human Resources or their designee thirty (30) days prior to the time they expect to return to College employment unless the requested leave is sixty (60) calendar days or less. The Employee shall retain the right to return to the position that they left to a maximum of one (1) year. The College will not be obligated to fill the position permanently, but may cover the position with non-bargaining unit personnel not hired on a continuing basis.

An Employee on leave of absence for Illness in the Immediate Family which prevents the Employee from giving sufficient notice may, upon mutual agreement between the Employer, the Employee, and the Union, be employed on a part-time basis until the position is filled, but not to exceed thirty (30) working days. The acceptance of part-time status by an Employee for the Employer other than here specified (or in 12.F.) shall mean termination of full-time status. An Employee approved for this leave shall be required to exhaust all leave time (excluding sick time). Once all leave time is exhausted, the leave will convert to uncompensated leave and all benefits will cease at that month's end.

C. **Medical / Workers' Compensation**

An Employee shall be granted a Medical / Worker's Compensation leave of absence upon submission of a physician's verification that the leave is necessary. This Medical / Workers' Compensation leave would terminate after a return to work notice or recovery statement has been filed in the Human Resources Office. If the Employee remains disabled beyond sixty (60) days, the Employee shall retain the right to return to the position that they left up to a maximum of one (1) calendar year. The College will continue to pay its contribution to health care coverage during the period of a Medical Leave up to a maximum of one (1) year.

D. **Military Leave**

Employees who are inducted or who volunteer into the Armed Services will be granted non-compensable leaves in conformance with conditions established by Federal and State Laws including Accumulation of Seniority.

E. **Education Leave**

An Employee may be granted a non-compensable Education leave of absence not to exceed one (1) calendar year. The Employee must submit the request in writing along with a statement of educational pursuit to the Vice President of Human Resources or their designee. The returning Employee shall advise the Vice President of Human Resources or their designee thirty (30) days prior to the time they expect to return to College employment, along with verification of attendance while on leave. Upon return, the Employee must bid for the first open position within their classification for which they qualify or may bid for any open position of another classification. The Employee shall be considered along with permanent status Employees with complete regard to seniority and qualifications. Should a vacancy not exist by the date of return from leave, the Employee shall be deemed unemployed, but the Employee's bidding rights and obligations shall continue. An Employee on Education Leave may be employed on a part-time basis for a period not to exceed thirty (30) working days. The acceptance of part-time status by an Employee for the Employer other than here specified (or in 12.B.) shall mean termination of full- time status.

F. **Union Representation**

One Employee elected or appointed to an Office with the Union representing this Bargaining Unit may, following a written request of the Union to the Vice President of Human Resources or their designee, be granted a non-compensable Union Representation leave of absence. The returning Employee shall advise the Vice President of Human Resources or their designee thirty (30) days prior to the time they expect to return to College employment. Upon return, the Employee must bid for the first open position within their classification for which they qualify or may bid for any open position of another classification. The Employee shall be considered along with permanent status Employees with complete regard to seniority and qualifications. Should a vacancy not exist by the date of return from leave, the Employee shall be deemed unemployed, but the Employee's bidding rights and obligations shall continue.

G. **Permissive Leave of Absence**

A non-compensable Permissive Leave of Absence may be granted for reasonable causes for a period of sixty (60) calendar days, but no more than one (1) calendar year. The Employee may return any time during the year. The returning Employee shall advise the Vice President of Human Resources or their designee (30) days prior to the time they expect to return to College employ and must bid for the first open position within their classification for which they qualify, or may bid for any open position of another classification. The Employee shall be considered, along with status Employees, with complete regard to seniority and qualifications. Should a vacancy not exist by the date of return from leave, the Employee shall be deemed unemployed, but the Employees bidding rights and obligations shall continue.

H. **Short-Term Leave**

A Short-Term Leave of Absence, for reasonable causes, shall be a leave of absence which does not exceed sixty (60) calendar days; however, the Employee may return any time during the sixty (60) day period. When a Short-Term Leave is granted, the Employee's position may be covered by a Temporary Assignment. Upon the Employee's return, they shall be restored to their original position.

I. **Salary Adjustment**

Upon their return from leave, the Employee shall be entitled to any general salary adjustments made to the Salary Schedule.

J. **Seniority**

Up to sixty (60) calendar days seniority shall accrue to those Employees on compensated leave. (Education Leave, Permissive Leave, Short-Term Leave)

ARTICLE 13 PAID TIME OFF

	PTO Accrual Amount	Maximum Days Carryover	Percentage at Separation
Year 1	27	27 max	44%
Year 2	29	46 max	56%
Year 3	32	60 max	60%
Year 4	32	60 max	64%
Year 5	35	60 max	65%
Year 6 and After	37	60 max	70%

The PTO Leave Bank includes the following conditions:

1. Payment at time of separation will include the maximum accrual amount, plus earned PTO for that contract year based on appropriate percentages.
2. Pre-approval from immediate supervisor is necessary for PTO requests of over 2 consecutive days.
3. Non-preapproved days of three or more may require medical documentation.
4. As of July 1, 2017, any days currently maintained in a sick bank over 20 will be grandfathered and rolled into a separate sick bank to be used for personal illness.

A. **Bereavement Leave**

An Employee will be allowed five (5) days Bereavement Leave (non-accumulative) when required, in case of death of an Employee's spouse or the father, mother, grandparent, brother, sister, child, or grandchild of the Employee or their spouse. Bereavement Leave may be approved by the Director of Personnel Services with the recommendation of the area Administrator or Vice President.

B. **Career Improvement**

1. All Employees shall be permitted one (1) day to participate in a Unit approved workshop. The date of such workshop shall be subject to approval by the College President.

2. Professional Leave may be granted to Employees to attend professional meetings upon the approval of the area Vice-President. Subject to budge limitations, expenses as approved in advance for this type of leave will be reimbursed to the Employee.

C. **Jury Duty**

An Employee who is required to perform jury duty shall receive the difference between the Employee's rate of pay and that paid for jury duty. The Employer shall have the opportunity to request the court to excuse the Employee from jury duty after consultation and agreement between the Director of Personnel Services and the Employee. This shall not be interpreted as a Leave of Absence.

ARTICLE 14 SICKNESS AND ACCIDENT LEAVE

A. Beginning the first (1st) day of benefit under the Accident and Sickness policy (A&S), the Employee will be deemed to be on a short-duration health leave. This short-duration health leave would terminate: 1) after a return to work/notice of recovery statement has been filed, or, 2) after sixty (60) days of benefit. Upon the Employee's return from short-duration health leave, they shall be restored to their original position.

B. If the Employee remains on S&A beyond sixty (60) days, they shall be deemed to be on a long-duration health leave beginning with the sixty-first (61st) day and the Employee's position will be saved subject to Article 12.C.

ARTICLE 15 BENEFITS

The College will meet with the Health Care Coalition prior to selecting a different carrier for health, dental, and optical insurance. The plan will be developed by the Health Care Coalition and the College.

A. **Medical Care Plan**

1. Effective January 1, 2014, the Board shall provide each Employee with the following options in selecting health care coverage: A PPO option with a prescription drug rider. The plan design will be developed by the Health Care Coalition and the College;

2. An HMO option with plan option design as developed by the Health Care Coalition and the College;

3. A High Deductible Health Care Plan Option. The plan design will be developed by the Health Care Coalition and the College;

4. Other options may be offered if the Health Care Coalition and the College agree. The contribution paid by Association members following the effective date of this agreement will be subject to the requirements of Public Act 152.

B. **Life Insurance**

1. The group insurance plan provided each Employee shall include Life Insurance at two (2) times the Employee's annual salary computed to the nearest thousand dollars.

When you are age 65 or older, your Life Insurance Benefit will reduce to the percentage shown below:

- 67% of the Life Insurance Benefit at age 65
- 45% of the Life Insurance Benefit at age 70
- 30% of the Life Insurance Benefit at age 75
- 20% of the Life Insurance Benefit at age 80

The Employee may elect to purchase additional insurance at the rate offered the College, with the exceptions that any additional insurance shall be in units of ten thousand dollars ($10,000) subject to limitations imposed by the carrier, and that enrollment shall be limited to the Open Enrollment period each year, with an effective date of January 1st each year. Only non-probationary Employees shall be eligible to purchase additional insurance.

2. The insurance plan shall be incorporated and made a part of this Agreement.

C. **Disability Benefits**

1. The Board shall continue to provide short-term Accident and Sickness insurance which provides weekly payments to equal 70% of salary. A & S benefits will commence with the sixth (6th) day of sickness, the sixth (6th) day of accident, and the sixth (6th) day of hospitalization unless the Employee elects to use any or all accumulated sick leave. Benefits will continue through the thirteenth (13th) week or end of disability, whichever comes first.
2. The Board shall continue to provide long-term disability insurance which will provide weekly payments equal to seventy percent (70%) of salary commencing with the fourteenth (14th) week of total disability and continuing for the period of total disability or age sixty-five (65), whichever comes first. During time of total disability, there shall be, excluded from the non-duplication offset, any Social Security Benefits in excess of those in effect at the time of disability.

D. **Dental Insurance**

The Board shall provide dental insurance for all Employees and their eligible dependents with a plan option design as developed by the Health Care Coalition and the College.

E. **Optical Insurance**

The College shall provide optical insurance for all Employees and their eligible dependents with a plan option design as developed by the Health Care Coalition and College.

F. **Clerical Non-Contributory Investment Plan**

An amount as determined by the following table shall be provided by the College for each clerical Employee covered by this Agreement:

Years on College Payroll as a Full-time Employee	Percent of Base Salary
3rd year	2%
4th year	3%
5th year	4%
6th and each succeeding year	5%

G. **Travel Insurance**

The group insurance plan for approved College travel shall be provided each Employee through the College Insurance Carrier and shall be incorporated and made a part of this Agreement.

H. **Workers' Compensation**

Each Employee shall be covered by the applicable Workers' Compensation Laws. In the event an Employee is entitled to benefits under the Workers' Compensation Act, the balance of the Employee's weekly earnings not covered by Workers' Compensation shall be covered by the Employee's accumulated sick leave pay allowance.

I. **Tuition Waiver**

Effective Summer 1990, semester, the Board shall provide bargaining unit members and their dependents with a waiver of tuition for all Macomb Community College credit classes but not registration and course related fees.

J. **Tuition Reimbursement**

A sum of money not to exceed four thousand dollars ($4,000) per year shall be provided by the College to reimburse Employees for the cost of tuition for credit courses taken at accredited institutions of higher education and which are successfully completed. Upon proof of satisfactory completion of a course, tuition will be reimbursed up to a maximum of two hundred-fifty dollars ($250) per contract year, per Employee. At the end of each contract year, any balance in the tuition will be prorated and paid only to Employees who have successfully completed higher education classes outside of MCC and who have exceeded two-hundred-fifty dollars ($250) in tuition payments for the contract year. These funds may be requested and funds encumbered upon proof of registration. Tuition reimbursement will not be made to Union members who were not employed at the beginning of the semester for which tuition is being requested. A complete list of tuition fund requests, payments, and fund balance will be provided to the Union as requested.

K. **Accidental Death and Dismemberment Insurance – Non-Contributory**

The Employer shall provide accidental death and dismemberment insurance in the amount of five thousand dollars ($5,000).

Accidental Death & Dismemberment:

- 65 but less than 70 67%
- 70 but less than 75 45%
- 75 but less than 80 30%
- 80 or over 25%

Such reductions shall become effective on the date of the change in age.

L. **Continuous Coverage**

Employees on Medical Leaves shall be provided with dental, optical, and health insurance coverages as described during the period of a health leave up to a **maximum** of one (1) year.

Employees on Childbirth, Childcare, Adoption, Foster Care, or Illness in Immediate Family Leaves shall be provided with dental, optical, and health coverages as described above for twelve (12) weeks.

ARTICLE 16 HOLIDAYS – VACATION

A. **Holidays** There shall be ten (10) paid holidays each year.

1. The following day or days legally celebrated, shall be considered as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Day *before* Christmas Day
Independence Day	Christmas Day
Labor Day	Day *before* New Year's Day

2. Whenever State or Federal Statute requires than any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

B. All members of the bargaining unit will receive their pay under the collective bargaining agreement by direct deposit or debit card starting with the pay date of January 11, 2008. Members shall have the right to designate the account (checking or savings) and bank of their choice for receipt of their pay. Direct deposit forms are available from the payroll department.

ARTICLE 17 TEN MONTH EMPLOYEES

Employees may be hired for a ten (10) month work period with full benefits and conditions of this Agreement, with the following exceptions:

A. **Compensation**

1. Compensation for a ten (10) month Employee shall be based on the present salary schedule and shall be computed at the rate of 10/12ths of an annual salary.
2. Each ten (10) month Employee shall be given the option of receiving payment of salary over a ten (10) or twelve (12) month position.

B. **Compensable Leave**

Each ten (10) month Employee shall be credited with one (1) sick leave day for each month of employment for personal sickness or injury. There shall be a maximum of sixteen (16) accumulated sick days, except no Employee shall lose days accumulated prior to this Agreement or prior to assignment to a ten (10) month position.

C. **Holidays – Vacation**

1. Holidays – all holidays falling within the ten (10) month work period shall be considered as paid holidays.
2. Ten (10) month Employees will be expected to take vacation during the Christmas and Easter recesses. However, alternate periods may be scheduled with the approval of the Immediate Supervisor. Ten (10) month Employees will receive the same vacation benefits as twelve (12) month Employees, prorated.

D. **Conditions of Employment**

Specific months to be worked shall be posted in the Notice of Vacancy.

ARTICLE 18 MISCELLANEOUS

A. The Union will be permitted the use of College facilities for regular and special business meetings of the Union without charge, provided the Union makes application and conforms to all regulations as established.

B. Designated bulletin boards, courier mail service, and reasonable telephone service shall be made available to the Unit.

C. The Union shall have the use of office equipment.

D. A budget allocation of at least five hundred dollars ($500) each year will be provided the MCC Union for its regularly scheduled annual in-service training program.

E. Copies of this Agreement shall be printed at the expense of the Employer and presented to all newly hired Employees and the Negotiating Team. The contract will be posted electronically for all others to view.

F. Seniority lists will be provided to the Union Executive Board quarterly upon request.

G. It is mutually agreed that the President or Chapter Chairperson is authorized to use 2 (two) days per year release time for conduct of duties pursuant to their position or Chapter Chairperson of Local 2172.15. Per Michigan Public Act 300 of 1980, Section 71(5) and 71(6), the Union will reimburse the college for these release days and any other qualifying release time days.

H. **Facilities**

1. Lounges shall be provided for Union Employees, where feasible. Each lounge shall be maintained and provide a comfortable, relaxing atmosphere including a separate area which is conducive to relaxation.
2. The Board agrees to make available suitable restroom facilities on each floor where Employees must work, where feasible.
3. Employees will be provided adequate parking facilities apart from student facilities. Appropriate space provisions will be followed in assigning work stations.

I. **Physician's Certifications of Fitness to Work**

The Employee may be required to provide a statement from a physician substantiating an illness of three (3) consecutive working days and attesting to their fitness to work. Additionally, the College may require an Employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, or when the Vice President for Human Resources, or their designee, has been given reason to believe that such Employee is (or is

not) suffering from physical and/or mental illness or disability sufficiently serious to impair their ability to fulfill properly the duties of their position. The Employee shall have the right to appeal the findings of such examination and submit findings from a physician of their choice at their expense. If there is a dispute between the findings of the two (2) physicians, the Employee shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the College and the individual Employee. The results of this third examination shall be binding upon the Employee, the Association, and the College. Management reserves the right to reassign and/or return an Employee to light duty work in the instance of work related injuries. In the case of personal injury or illness the College will review the Employee's ability to return to work under the guidelines of ADA (Americans with Disability Act).

ARTICLE 19 TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of July 1, 2022, and shall continue in full force until midnight, June 30, 2024.

B. Either party may give written notice to the other of its desire to negotiate a new Agreement by no later than April 1, 2024, unless mutually agreed. Upon receipt of this notice, arrangements shall be made within thirty (30) days for negotiations to commence.

C. Collective bargaining meetings between the Employer and the Union may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications to the Agreement but in no case shall these modifications or amendments become final until they have been ratified by the Employer and the Union. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this agreement without modifying or changing any terms of this Agreement.

ARTICLE 20 RATIFICATION

The Union agrees to submit the Agreement to the Union membership for ratification by them.

APPENDIX A PERFORMANCE REVIEW

Clerical/Secretarial Evaluation Form

Employee's Name:	Department:
Employee's Title:	Administrator/Supervisor's Name:

GENERAL WORK PERFORMANCE

[ ] Excellent – Exceeds established departmental expectations

[ ] Meets Expectations – Meets required departmental expectations

[ ] Below Expectations – Has difficulty following and understanding departmental expectations.

Category 1: COMMUNICATION (Listen and Speak Effectively)

Key Expectations

Creates and maintains a positive work environment and relationships with other Employees, the public and Management team by supportive and optimistic approach to daily activities within the work environment.

- Is approachable and responsive to applicants, Employees, co-workers, and supervisors.

[ ] Excellent **[ ] Meets Expectations** **[ ] Below Expectations**

Category 2: RESPONSIVENESS (Be Polite, Accurate, and Timely)

Key Expectations

- Meets expectations in a timely manner and delivers what has been promised.
- Proactive and anticipates the needs of the department.
- Routinely uses time efficiently and respects other persons' time and priorities, including faculty and staff.
- Adapts well to new situations, unusual demands, emergencies, or critical incidents.

[ ] Excellent **[ ] Meets Expectations** **[ ] Below Expectations**

Category 3: IMAGE (Be a Resource)

Key Expectations

- Conveys a positive and professional image of the College to others.
- Actions and speech reflect a commitment to the College.

[ ] Excellent **[ ] Meets Expectations** **[ ] Below Expectations**

Category 4: SERVICE (Be a Resource)

Key Expectations

Willingness to help and serve Employees in all departments, visitors, co-workers, supervisors, or others in a Customer's role.

- Accepts appropriate direction, assists co-workers and other College staff in response to fluctuations in workload.
- Handles the workload appropriately based on knowledge of demands and established timelines.
- Carries out defined role within the group and works effectively with others to achieve the objects of the team.

Employee's Name:	Department:
Employee's Title:	Administrator/Supervisor's Name:

[ ] Excellent **[ ] Meets Expectations** **[ ] Below Expectations**

Category 5: PROFESSIONALISM (Be Your Best)

Key Expectations

- Follows through on assignments by taking appropriate action to ensure timely completion of tasks/requests.
- Demonstrates ability to organize tasks and prioritize work.
- Performance demonstrates consistency, reliability and acceptance of personal accountability for results.
- Participates in work groups, attends work related meetings – training on new procedures, departmental meetings.
  Seeks new and/or additional on-the-job training opportunities to obtain mastery over tasks, expand personal knowledge of technolo
  policies, procedures, and offers suggestions to improve processes.
- Welcomes supervision, new ideas, accepts criticism, handles conflict constructively.
- Respectful of College resources including internet and phone usage and uses time efficiently.
- Does not initiate conflict and takes measures to ensure that conflict does not occur.
  Adheres to assigned schedule, arrives at work and meetings on time. Phone calls are of a reasonable duration under Pressure and
  with tight deadlines.

[ ] Excellent **[ ] Meets Expectations** **[ ] Below Expectations**

Administrator/Supervisor's Comments:

Employee's Comments:

Acknowledgement of Evaluation

The signatures below indicate that the supervisor and Employee have discussed this evaluation. Signature of the Employee acknowledges receipt of the evaluation only.

Date	Administrator/Supervisor's Signature	Date	Employee's Signature

APPENDIX B DEFINITIONS

In the construction of the words used in this Agreement whenever the singular number is used, it shall include the plural and whenever the feminine is used, it shall include the masculine.

Added Positions: A position listed and defined on the Secretarial/Clerical/Special Skills Category Structure and Qualifications chart.

Administrator: An Administrator shall mean any Employee of the Board who is not a member of the Bargaining Unit and who holds an administrative position.

Agreement: The Agreement shall mean the 2022 – 24 Agreement between the Community College District of the County of Macomb and the Michigan Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2172.15.

Assignment: An Assignment is the placement of an Employee in a position.
Permanent Assignment – A Permanent Assignment is the placement of an Employee in a permanent position through hiring, reclassification, transfer, promotion, or demotion.
Temporary Assignment – A Temporary Assignment is the placement of an Employee, as requested by the Director of Personnel Services, in a position on a temporary basis not to exceed sixty (60) calendar days.

Bargaining Unit: The Bargaining unit shall mean the Employee group as stated in **Article 1** of the Agreement.

Board: The Board shall mean the Board of Trustees of the Macomb Community College.

Board Representative: The Board's Representative shall mean a College Employee with the authority to speak and act for the Board of Trustees.

Categories: Categories shall mean the series by which all positions covered by the Bargaining Unit have been classified.

Category – A Category shall mean the designation of positions covered by the Bargaining Unit grade within the series.

Category Structure – The Category Structure shall mean the ranking, by classification and requirements, of secretarial, clerical, and special skills positions, covered by the Bargaining Unit.

Classification: A Classification is the ranking of a position covered by the Bargaining Unit as the result of an evaluation of the position requirements.

Demotion: A Demotion shall mean a movement to lower paying classification.

District: The District shall mean the Community College District of the County of Macomb.

Eliminated Position: An Eliminated Position is a position that ceases to exist.

Employer: The Employer shall mean the Board of Trustees.

Employee: An Employee shall mean any person holding a full-time position covered by the Bargaining Unit.

Layoff: Layoff shall mean a reduction in the work force on a unit-wide-basis – no individual shall be on layoff unless they shall have exhausted all of their rights under the "Bumping" Procedure.

Management: Management shall mean College Employees with the delegated responsibility of operating the College within established policy. The word "administration" shall be interchangeable with management.

Moves: A Move shall refer to the promotion, demotion, transfer, of an Employee.

Part-Time Employee: A Part-Time Employee shall mean a Secretarial – Clerical person hired to work no more than twenty (20) hours per week, who is not covered by the Bargaining Unit and receives no fringe benefits. Exceptions to the twenty (20) hour limit shall be made through the mutual agreement between the Employer and the Union.

Probationary Employee: A Probationary Employee shall mean an Employee during the first one-hundred-twenty (120) calendar days they work for the College.

Promotion: A Promotion is a movement to a higher paying classification.

Reclassification: A Reclassification shall mean a change in the classification level of a position covered by the Bargaining Unit.

Status Employee: A Status Employee shall mean an Employee who has received a satisfactory evaluation at the close of the probationary period and who has all rights of the Agreement.

Student Employee: A Student Employee shall mean a student at Macomb Community College currently enrolled and who is a part-time Employee of the College.

Supervisor: A Supervisor shall mean a College Employee with the authority to direct the work of Employees and who has the designated authority to recommend hiring, firing, or change the employment status of such Employees.

Temporary Employee: A Temporary Layoff shall mean an Employee of the College who may work on a full or part-time basis for periods of not more than sixty (60) days, and who is not covered by the Bargaining Unit.

Temporary Layoff: A Temporary Layoff shall mean a short-term and limited termination of employment because of a lack of work caused by an act of God, or other reason beyond the control of the College, and in such instance, the fifteen (15) day notice requirement and implementation of the Bumping Procedure shall not apply.

Transfer: A Transfer shall mean a movement of a position between departments on the same classification level.

Trial Period: A Trial Period shall mean the first ninety (90) days a status Employee works in a position for which they have successfully bid.

Union: American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2172.15.

Vice-President for Human Resources: The Vice-President for Human Resources shall mean that person to whom the Board has designated the responsibility for all Human Resources matters.

APPENDIX C

LETTER OF UNDERSTANDING
BETWEEN
AFSCME LOCAL 2172
AND
MACOMB COMMUNITY COLLEGE

The language in Article 7.D (2007-2010 contract) related to Employee-at-large status shall be deleted.

Employees currently classified as Employees-at-large shall be permanently assigned to other areas of the College in need of assistance. Job descriptions will be created for those positions. In the event the person bids out or otherwise leaves the College, the College will determine whether to continue the position or eliminate it.

In place of the Employee-at-large language, the College will favor better communication of job responsibilities on the job description, better communication of expectations while in the position, and better use of evaluation, coaching, and disciplinary action, when necessary.

for the College:

Elizabeth A. Ferguson
Gerald Knesek

for the Union:

Lois Murray
Neil Freitas
Kathie Sherrill
Christine Printz

APPENDIX D
CATEGORY STRUCTURE AND QUALIFICATIONS CHART

CLERICAL/SECRETARIAL – all positions require Assessment Test upon hire

		3	4	5	6
		REQUIRED EXPERIENCE 2 yrs related	REQUIRED EXPERIENCE 3 years related	REQUIRED EXPERIENCE 4 years related	REQUIRED EXPERIENCE 5 years related
		Admin Assistant	Recording Admin Assist Admin Assistant	Recording Admin Assist Admin Assist Clerk	Admin Assist

SPECIAL SKILLS

		3	4	5	6
		REQUIRED EXPERIENCE 2 years related	REQUIRED EXERIENCE 3 years related	REQUIRED EXPERIENCE 4 years related	REQUIRED EXPERIENCE 5 years related
		Knowledge and Skills To perform duties of The job per the Established job Description Acct Admin Assist Cashier/Bookkeeper Copy Center Operator Payroll Admin Assist	Knowledge and Skills To perform duties of The job per the Established job Description Acct Admin Assist Cashier/Bookkeeper Copy Center Operator Payroll Clerk	Knowledge and Skills To perform duties of The job per the Established job Description Acct Admin Assist Cashier/Bookkeeper Copy Center Operator Payroll Admin Assist	Knowledge and Skill To perform duties of The job per the Established job Description Acct Admin Assist

NOTE: POSITIONS WITHIN THE BARGAINING UNIT MAY BE REQUIRED TO USE MICROSOFT OFFICE SUITE (Word, Excel, Access, PowerPoint) AND COMPUTER PERIPHERAL EQUIPMENT

APPENDIX E SALARY CHARTS

Effective July 1, 2022, the attached wage schedule will be in effect, July 1, 2022, 3.5% increase plus step, and July 1, 2023, 2.5% increase plus step. Members on Step 12 on or before June 30, 2022, will receive 1% increase to their base in year one and members on Step 12 on or before June 30, 2023, will receive 1% non-contributory investment.

7/1/22 – 6/30/2023 YEAR 1 – 3.5% plus step, off step 3.5% plus additional 1%

	Level 3	**Level 4**	**Level 5**	**Level 6**
Step 1	$35,473	$37,697	$39,930	$42,974
Step 2	$36,351	$38,611	$40,871	$44,175
Step 3	$37,228	$39,519	$41,813	$45,373
Step 4	$38,110	$40,429	$42,763	$46,579
Step 5	$38,988	$41,344	$43,705	$47,779
Step 6	$39,865	$42,257	$44,647	$48,982
Step 7	$40,745	$43,167	$45,591	$50,185
Step 8	$41,630	$44,073	$46,534	$51,387
Step 9	$42,506	$44,991	$47,480	$52,589
Step 10	$43,382	$45,903	$48,426	$53,789
Step 11	$44,264	$46,813	$49,363	$54,995
Step 12	$45,143	$47,722	$50,308	$56,195
Step 12 Off	$45,579	$48,183	$50,794	$56,738

7/1/23 – 6/30/24 YEAR 2 – 2.5% plus step, off step 2.5% plus 1% non-contributory inv

	Level 3	Level 4	Level 5	Level 6
Step 1	$36,359	$38,639	$40,929	$44,049
Step 2	$37,260	$39,576	$41,893	$45,279
Step 3	$38,159	$40,507	$42,858	$46,508
Step 4	$39,062	$41,440	$43,832	$47,744
Step 5	$39,963	$42,378	$44,798	$48,973
Step 6	$40,862	$43,313	$45,763	$50,207
Step 7	$41,763	$44,246	$46,730	$51,440
Step 8	$42,671	$45,175	$47,697	$52,671
Step 9	$43,569	$46,116	$48,667	$53,904
Step 10	$44,467	$47,051	$49,636	$55,134
Step 11	$45,370	$47,983	$50,597	$56,370
Step 12	$46,271	$48,915	$51,566	$57,600
Non-Contrib	$462.71	$489.15	$515.66	$576.00
Step 12 Off	$46,718	$49,387	$52,064	$58,157
Non-Contrib	$467.18	$493.87	$520.64	$581.57

APPENDIX F FAMILY MEDICAL LEAVE REQUEST FORM

FAMILY MEDICAL LEAVE ACT

Employees request leave of absence under Macomb's Family Medical Leave Act Policy must complete this request form at least 30 days prior to the date of the requested leave of absence or with as much prior notice as is practical, given individual circumstances.

Employee Name: _____

Social Security Number: _____

Position: _____

Department/Classification: _____

Family/Medical Leave is requested, due to:

_____ Serious health condition rendering me unable to perform my job

_____ My need to care for my spouse, child, or parent, related to their serious health condition

_____ The birth of my child, the placement/adoption/foster, care of a child

(Please attach appropriate documentation)

Start date of requested leave: _____

End date of requested leave: _____

Intermittent or reduced schedule requested:

EMPLOYEE'S ACKNOWLEDGEMENT:

I understand that where my request for Family Medical Leave is related to the serious health condition of myself or my spouse, parent, or child(ren), that I will be required to provide appropriate medical certification verifying the basis of this leave request. I also understand that prior to returning to work where the leave request is related to my own medical leave, I will have to present a doctor's statement certifying my ability to return to work. Such medical certification may also be required at reasonable intervals during the course of my leave of absence request.

Employee Signature: _____

Date: _____

LETTER OF AGREEMENT
Between
MACOMB COMMUNITY COLLEGE
And
ADMINISTRATIVE SUPPORT PERSONNEL AFSCME 2172

1. Macomb Community College (Employer) and Administrative Support Personnel (ASP) AFSCME 2172-15 agree that a tentative agreement was reached on May 25, 2017 eliminating Article 11.A.2 as follows:

   "~~**Article 11.2** Employees required to begin their day before 7:00am or after 10:30am shall receive seventy five cents (.75) per hour premium wage as a differential for actual hours worked~~."

2. Macomb Community College (Employer) and Administrative Support Personnel AFSCME 2172 (ASP) agree that the following members will be "grandfathered" while occupying their current positions and will continue to receive premium pay of seventy-five cents (.75) per hour pursuant to Article 11.2 of the ASP contract expiring June 30, 2017.

   1. Cynthia Davis (Business and Information Technology
   2. Barbara Resseguie (Health and Public Services)
   3. Patricia Robinson (Business and Information Technology)
   4. Susan Robinson (Public Safety)
   5. Timothy Rucha (Libraries)

3. In addition, the following bargaining unit members shall receive a one-time payment equal to the amount of the shift premium earned from July 1, 2016 through June 30, 2017:

   1. Christine Anderson
   2. Cheryl Farrell
   3. Geniene Kreger
   4. Janice Lein
   5. Patsy Tannahill

3. It is further agreed that when the members cited in number 2 above ("grandfathered") vacate their current positions, the terms of the tentative agreement reached on May 25, 2017 will be in full force for both the members "grandfathered" and the members who fill these positions.

4. This agreement shall not set a precedent for any other matters now pending or that may arise in the future between the parties.

For the College:

Denise Williams
Vice President
Human Resources

For the Union:

L
President, AFSCME 2172

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