



MUSKEGON COMMUNITY COLLEGE
BOARD OF TRUSTEES
AND
EDUCATIONAL SUPPORT STAFF UNIT
AGREEMENT
July 1, 2010 – June 30, 2012

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A G R E E M E N T

THIS AGREEMENT made effective as of this first day of July, 2010, by and between the Board of Trustees of the MUSKEGON COMMUNITY COLLEGE, located at 221 South Quarterline Road, Muskegon, Michigan, hereinafter referred to as the “Employer” and MUSKEGON COMMUNITY COLLEGE EDUCATIONAL SUPPORT STAFF, MEA-NEA, hereinafter referred to as the “Union”, pursuant to the applicable provisions, Act No. 176 of Public Acts of 1939, as amended, and Act 336 of Public Acts of 1947, as amended:

WITNESSETH:

In consideration of the following mutual covenants, it is hereby agreed as follows:

PURPOSE AND INTENT

It is the purpose and intent hereof that the parties continue to recognize that their common objective is to provide excellent educational facilities in a manner consistent with fiscal responsibility to the taxpayers; that this Agreement shall promote mutual cooperation and further the welfare of the Employer and its employees; insure a spirit of confidence and cooperation between the Employer and its agents and employees; set forth the general policy of the Employer on personnel matters and procedures; establish rates of pay and hours of work; provide for a disposition of grievances and to provide the efficiency of mutual services and assure the greatest return for tax dollars spent.

The Employer and the Union agree that neither shall discriminate against any job applicant or employee because of race, color, religion, sex, nationality, age, handicap, marital status, height or weight, all pursuant to applicable Federal or State laws.

ARTICLE I
RECOGNITION

Section 1.1 The Employer recognizes the Union as the exclusive bargaining representative with respect to pay, wages, hours of employment or other conditions of employment for the following: All full-time and regular part-time employees employed by the Employer at 221 South Quarterline Road, Muskegon, Michigan, in the following classifications: Switchboard Operator, Department Secretary, Clerk A, Clerk B, Clerk C, Secretary A, Secretary B, Cashier, Administrative Secretary, Senior Clerk I, Senior Clerk II, Payroll Clerk.

Excluding managerial and administrative employees, supervisors, confidential employees, professional and technical employees and all other employees as set forth in Case No. R87B-56.

In the event the Employer changes the housing or location of any of the jobs covered by this Agreement, the terms of the Agreement shall apply.

Section 1.2 The term “Employee” or “Employees”, when used in this Agreement, shall mean and include only those described in Section 1.1 of this Article as being represented by the Union, unless the context shall clearly indicate otherwise, and shall not include the following:

- (a) Students hired on a cooperative basis with educational programs.
- (b) Casual or irregular part-time persons who are called in to work on a temporary basis.
- (c) Persons hired as a part of any governmental employment program with specified funding, such as WIN or OJT programs, for fixed periods of time less than twelve (12) months. It is understood that CETA and similar type program employees are included in the unit.
- (d) Seasonal persons who are to cover for certain vacation periods under the College calendar, but for no longer than the probationary period.

Section 1.3 The work assigned to such persons in categories (a), (b), (c) and (d) above may be work performed in bargaining unit classifications except that no regular bargaining unit position will be permanently filled and the persons hired will not be used to circumvent the terms of this Agreement.

Section 1.4 Definitions.

- (a) Regular Full Year Employee. An employee scheduled to work 40 hours per week for 52 weeks in a fiscal year.
- (b) Regular College Year Employee. An employee scheduled to work 40 hours per week, but less than 52 weeks in a fiscal year.
- (c) Part-time Full Year Employee. An employee scheduled to work less than 40 hours per week for 52 weeks in a fiscal year.
- (d) Part-time College Year Employee. An employee scheduled to work less than 40 hours and less than 52 weeks in a fiscal year.

ARTICLE II

ADMINISTRATIVE AND MANAGEMENT RIGHTS

Section 2.1 The Union agrees that the Employer shall have the exclusive right to:

- (a) Determine the number, size and location of its campuses, branches and buildings and the material, information, data, systems and procedures to be utilized and the scope and use of all resulting materials and work products.
- (b) Determine the kinds and uses of all machines, equipment and office tools and the placement, transfer and discontinuance of their uses and locations.
- (c) Make all financial decisions including, but not limited to, the setting, fixing, levying, collection and administration and control of all monetary funds, from any source, the financing and borrowing of capital and the merger, consolidation or reorganization of the College, together with the right to maintain the financial books and records in such confidence as is permitted by law and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to the Board of Trustees and to government bodies requiring financial reports.
- (d) Determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.

Section 2.2 The Union further agrees that, except as expressly restricted by this Agreement and applicable laws, the Employer retains the right to manage the academic and business affairs of the College and to direct the working forces of the College, including, but not limited to, the right to:

- (a) Determine methods and schedules of work, including technological alterations, the transfer or subcontracting of work, locations of work, the type of equipment and the sequence of processes.
- (b) Determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.
- (c) Maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline. This includes the Clerical Work Rules to be distributed at the time of hire.
- (d) Generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to hire, to discharge, to suspend or otherwise discipline employees for just cause, to promote employees or transfer them, to assign them to particular jobs or shifts, to determine the amount of work needed, the content of job and the classification and the assignment of duties to a particular classification and changes therein, and to lay employees off for lack of work or for other proper or legitimate reason, and to determine production standards and the quality and quantity of work to be produced, and to make such time or cost studies as it shall require in connection therewith.

ARTICLE III

MAINTENANCE OF MEMBERSHIP AND DUES CHECKOFF

Section 3.1 All employees covered by this Agreement who are members of the Union on the date this Agreement is signed by the parties to the extent of paying the regular monthly dues uniformly required on said date or who are paying a service fee equivalent to the amount of said dues and employees who thereafter become members of the Union to the extent of paying the regular monthly dues or service fee uniformly required, shall as a condition of continued employment for the duration of this Agreement pay the equivalent of said monthly dues each month as their share of the service fee for the duration of this Agreement.

- (a) Employees who are not members as above provided or who are not paying said dues or service fees as of the date of signing and employees hired after the effective date need not, as a condition of employment, either join said Union or pay the dues or fees above referred to.

Section 3.2 During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check off of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues or equivalent fees levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily chooses to execute the dues check off form provided by the Union.

Section 3.3 Check off deductions under all properly executed authorization for Check off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted bi-monthly beginning with the first paycheck of the next month following the date of execution of the check off form and bi-monthly thereafter, September through June.

Further, upon appropriate written authorization from the employee, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for United Way, Credit Union, and insurance and annuities mutually agreeable to the College and the employee.

Section 3.4 Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union within ten (10) days after the issuance of the paycheck from which the deductions have been made.

Section 3.5 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken by the Employer in making payroll deductions as herein above defined. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

Section 3.6 There shall be no collection of dues, assessments or fines by the Union during working hours on College premises.

Section 3.7 Any employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or any other grounds for loss of seniority provided for in this Agreement

shall cease to be subject to the check off deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.

Section 3.8 Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check off of Dues form, may be processed through the grievance procedure.

ARTICLE IV

REPRESENTATION

Section 4.1 All employees who are covered by this Agreement shall be represented, for purposes of negotiations, by a Bargaining Committee. All employees who are covered by this Agreement shall be represented for the purpose of contract administration by a Grievance Committee limited to a maximum of three (3) employees, each of whom shall have completed their probationary period.

Section 4.2 Nothing herein contained shall abridge the right of the individual employee to process her own grievance upon notifying the Employer of her intent.

The Union may have a representative present at all discussions of the grievance when the grievant is present and any adjustment that may result therefrom shall not be inconsistent with the terms of this Agreement. The Unit President shall receive prior notice of such discussion meeting.

ARTICLE V

JOB STATUS AND FUNCTION OF UNION OFFICERS

Section 5.1 The names of Bargaining Committee and Grievance Committee persons and alternatives shall be given in writing to the Employer. Any changes in committee persons or alternates shall be reported to the Employer in writing as far in advance as possible.

Section 5.2 Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, upon notice to the Employer, provided that this shall not interfere with or interrupt normal operations of the College.

Sections 5.3 Any committee person, alternate or other officers of the Union employed by the Employer having an individual grievance in connection with her own work may ask for a committee person to assist her in adjusting a grievance in a manner provided for in the grievance procedure.

Section 5.4 The Employer shall provide released time from work, without loss of pay, as follows:

- (a) Grievance Committee members shall be released for all grievance meetings jointly scheduled by the Employer and Union.
- (b) Bargaining Committee members shall be released for all negotiating sessions jointly scheduled by the Employer and Union.

Section 5.5 A total of five (5) work days in any contract year may be taken by employees for Union business. Such days may be taken at the employee's discretion without pay or with pay and then charged against vacation and upon five (5) days' advance notice to the Employer.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1 A grievance is defined as an alleged violation by the Employer of a specific section or paragraph of this Agreement.

Step 1. An employee with a grievance may take the matter up verbally with her immediate supervisor. Such grievance must be taken up within ten (10) workdays of its alleged occurrence or from the date the employee had knowledge or reasonably should have had knowledge, but in no event more than thirty (30) workdays from its occurrence or it shall be considered void and not subject to further processing. The employee may request the presence of a Committee person at that time. The supervisor shall send for such Committee person without undue delay and without further discussion and the Committee person called shall be subject to the following in conducting an investigation or handling a grievance.

Such Committee person shall notify her supervisor that she has been called on a grievance matter and if she desires to leave her work station during working hours, supervisory approval shall be requested. Approval shall not be unreasonably withheld, considering the urgency of the grievance and the demands of the work at that time and in no event, later than the two (2) succeeding workdays. The supervisor shall give an oral answer to the employee on the following workday.

Step 2. If the matter is not settled at Step 1, the employee or Union may submit, within three (3) working days following the oral answer, a written grievance signed by the employee to the immediate supervisor. The grievance shall name the aggrieved, state the facts giving rise to the grievance, identify the provisions of this Agreement alleged to be violated, state the contention of the aggrieved with respect to these provisions and indicate the relief requested. Within three (3) working days following the receipt of the Statement of Grievance, the immediate supervisor shall submit a written answer to the aggrieved upon the grievance form or attached thereto.

Step 3. If the matter is not settled at Step 2, the Union may submit the grievance within five (5) working days from the immediate supervisor's written disposition to the Executive Vice President of Administrative Services or designee. The Executive Vice President of Administrative Services or designee shall meet with the Union Grievance Committee within seven (7) working days after receipt of the grievance in an effort to resolve the grievance. The Executive Vice President of Administrative Services or designee shall within three (3) working days following the meeting with the Union Committee submit a written disposition to the Union.

Such meeting shall be held at a time to be mutually agreed upon and Committee persons shall be compensated for lost time spent in such meetings at their regular straight-time hourly rate.

Step 4. If the matter is not settled at Step 3, the Union may submit the grievance within ten (10) working days to the President or designee who shall arrange a meeting between the parties as soon as is practicable but not later than twenty (20) workdays following receipt of the submission to Step 4.

The President or designee will attend the hearing and either party may have present outside representatives.

Such meeting will be held at a mutually agreeable time and place and the grievant may be present and may present evidence on her behalf.

The President or designee shall give his written answer to the grievance within five (5) workdays following the conclusion of the meeting.

Step 5. In the event the answer by the President is not satisfactory to the Union, then, within fifteen (15) calendar days following the date of receipt of the President's answer, the Union only, and not an individual employee, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the office of the President, all pursuant to the following rules and conditions:

- (a) The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
- (b) The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
- (c) The arbitrator shall have no authority to hear or rule nor will there be any grievance upon any matter which could be brought within the purview of any applicable statute or regulation regarding any charge of discrimination or of violation of any provision of Act No. 176 of P.A. 1939 or Act 336 of P.A. 1947, as amended and no authority to rule upon the following:
 - (i) The termination of or decision not to reemploy or decision to continue on probation any probationary employee.
 - (ii) Evaluation of employees.
- (d) The decision of the Arbitrator shall be advisory only.
- (e) The parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he/she shall be selected according to the rules of American Arbitration Association.
- (f) The costs and expenses of the arbitrator shall be shared equally by the parties.
- (g) In the event that the Board elects not to abide by the award of the Arbitrator, then a written statement of the election, with reasons attached, shall be delivered to the Union within thirty (30) calendar days following the receipt of the award.

Section 6.2 Workdays as used in this Article shall refer to Monday through Friday, excluding designated holidays. The time limits herein may be extended by written understanding of the parties. Alternates may be substituted at the discretion of the Employer or the Union to represent persons absent at any of the above meetings.

Section 6.3 Any complaint or grievance not presented or followed by the Union or its representatives to the next step within the time limits provided therefor shall be considered as finally dropped, and no further proceedings shall be taken in connection with it. Any grievance not responded to by the Employer or its representatives within the time limits provided therefor shall be deemed as automatically appealed to the next step.

Section 6.4 An agreement reached by the Union and the Employer as to the disposition of any grievance will be reduced to writing and executed by representatives of the parties, and same shall be binding on all parties.

Section 6.5 Any grievance relating to discharge or lost time discipline of an employee must be first processed in writing within three (3) workdays of the discharge or discipline and shall commence at Step 2 of the grievance procedure.

Section 6.6 No employee who has completed her probationary period shall be disciplined or dismissed without just cause.

Section 6.7 If an employee for whom a grievance may be filed is found to have been unjustly discharged, he/she shall be reinstated, subject to the advisory provisions of Step 5 above.

ARTICLE VII

NO STRIKE - NO LOCKOUT

Section 7.1 During the life of this Agreement, the Union agrees on behalf of itself and the employees that there will be no concerted absence from work, cessation or interruption of work or strikes or picketing of the Employer's buildings or premises.

Section 7.2 The Union agrees it will take all reasonable affirmative action to prevent or stop any or all such activity above mentioned by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article, subject to the Grievance Procedure of this Agreement.

Section 7.3 The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this Agreement.

ARTICLE VIII

SENIORITY

Section 8.1 (a) Employees shall be regarded as probationary employees until completion of one hundred twenty (120) calendar days from their last date of hire to a position in the unit. Upon completion of the probationary period, seniority shall be retroactive to the last date of hire and

employees shall be considered as regular employees for placement upon the seniority list. A probationary employee may be discharged, laid off or otherwise terminated without any obligation of re-employment and there shall be no recourse to the grievance procedure for such action. The Employer may grant written extensions of such probationary period upon mutual agreement.

Section 8.1 (b) Seniority shall accumulate and be credited as for application of Article IX, X and XI:

- (i) Regular full year employees: From date of hire.
- (ii) Regular college year employees and part-time full year and part-time college year employees: Effective in the year, 1988, such employee on her anniversary date of hire shall have her seniority computed according to the pro rata system to that date and thereafter, her seniority shall be computed the same as a regular full year employee.

Section 8.1 (c) For application of all other Articles:

- (i) All employee categories: From their date of hire into the bargaining unit on a pro rata basis as their regularly assigned hours in a 12-month period compares to 2080 hours.

Section 8.2 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit commencing with the last date of hire.

If two or more employees are hired on the same date, they shall be placed on the seniority list in using the last four digits of their social security number, highest placed first, and once placed on the list will remain unchanged in position.

Section 8.3 If an employee accepts or has previously accepted a full-time non-bargaining unit position, she shall maintain the seniority accrued up to the date of such transfer. If subsequently the employee is moved by the Employer back into the bargaining unit, such transfer must be made to a job opening with consideration given to all other employees who may bid on such opening. The most senior qualified applicant shall receive the appointment.

Section 8.4 Employment and seniority of employees shall be terminated for the following reasons only:

- (a) Quit;
- (b) Discharge for just cause;

- (c) Failure to report for work at the termination of a leave of absence or an approved extension thereof, unless the employee has an excuse acceptable to the College;
- (d) Failure to report for work following a layoff subject to the provisions of Article IX;
- (e) Absence from work for (3) consecutive workdays without notifying her supervisor of the absence by noon of the first day, unless it was impossible to give such notice;
- (f) On layoff for twenty-four (24) months or the length of her seniority, whichever is less.
- (g) Retirement.

ARTICLE IX

FORCE REDUCTION AND RESTORATION

Section 9.1 For the purpose of this contract, force reduction is defined as either a temporary layoff or indefinite layoff from active employment for such reasons as the College may determine.

- (a) A layoff of ten (10) consecutive workdays or less shall be regarded as temporary layoff and may be made without regard to the provisions of Section 9.2 below.
- (b) Any layoff that is intended to go beyond ten (10) consecutive workdays or in fact does exceed such days shall be deemed indefinite and will be handled in accordance with Section 9.2 below.

Section 9.2 Indefinite Force Reduction. For purposes of this Section the following Divisions and Classifications are recognized:

- (a) Divisions
 1. Student Services
 2. Administrative Services
 3. Academic Affairs
 4. President's Office
- (b) Classifications
 1. Senior Clerk I

2. Senior Clerk II
3. Clerk A
4. Clerk B
5. Clerk C
6. Department Secretary
7. Secretary A
8. Secretary B
9. Switchboard Operator
10. Cashier
11. Administrative Secretary
12. Payroll Clerk

(1) Whenever an indefinite force reduction is to occur, the probationary employees (in any order) and thereafter, the least senior employee in the Division and in the classification affected shall be laid off provided that those remaining in that classification in that Division possess sufficient ability and experience to perform the available work.

(2) The employee so laid off may, after one (1) workday, but not later than three (3) workdays, displace the least senior employee with less seniority in any classification in any Division provided she has previously held the classification or, if she has not, then in any classification in any Division within the same or lower pay grade level provided that she can perform the average requirements of the job without the benefit of training and with a minimum of supervision.

The employee so displaced may exercise her bumping privilege in accordance with the above paragraph.

Section 9.3 An employee who displaces an employee in a different pay grade shall be assigned a rate at the same step she was at prior to the displacement.

Section 9.4 Employees with seniority shall be recalled in order of seniority provided they possess sufficient ability and experience to perform the available work.

The Employer's obligation with respect to recall shall be to send a letter, certified mail, addressee only, return receipt requested, to the last address on the employee's record. It shall be the responsibility of the employees to keep the Employer notified of any change in address.

Section 9.5 Where an indefinite layoff is to occur, the affected employee will receive written notice thereof five (5) workdays in advance of the layoff.

Section 9.6 A discontinuance of any overtime hours shall not be deemed a layoff or force reduction.

Section 9.7 Employees who have bumped into another position under this Article will be returned to their former position before any other employee is recalled and placed therein.

ARTICLE X

TEMPORARY TRANSFERS

Section 10.1 The Employer reserves the right to make temporary transfers to fill in for temporary absences or to cover for additional work loads as may, from time to time, be necessary to a different job, classification, location or shift. When the transfer is to a different shift, the employee shall receive forty-eight (48) hours advance notice of the transfer. Such transfer shall not exceed ninety (90) calendar days at any one time except for transfers made to cover for leaves of absence. If the transfer is to a higher rated job for more than one (1) workday, the employee shall receive the higher rate of pay from the first day. There shall be no reduction in pay if the transfer is to a lower paying job. This Article shall not be used to avoid the posting and bidding procedure under Article XI. The Employer agrees to furnish the Unit President with a copy of the Payroll Change Notice Form each time said notice is completed for purposes of a temporary transfer.

Section 10.2 If a temporary transfer is for thirty (30) calendar days or less, the Employer has the right to select the employee who shall transfer without regard to seniority. If a temporary transfer shall be for over thirty (30) calendar days, the Employer shall offer the transfer to qualified employees within the classification on the basis of seniority. In the event that qualified employees within the classification decline the temporary transfer, the least senior qualified employee within the classification shall accept the transfer.

ARTICLE XI

VACANCIES

Section 11.1 Temporary Assignments. When MCESSU bargaining work opportunities arise, the College shall first utilize available candidates from a roster maintained by the Unit prior to selecting any student worker, former student, or off-campus temporary placement agency employee.

The union will develop and maintain a roster of part-time employees interested in working additional hours. The roster will include the name, individual qualifications (i.e., software capabilities including MS Office and Colleague and keyboarding speed, as defined by the employee's job description). The roster will also include days and hours that each employee is available to work.

Temporary assignments will be presented to the union in the form of an e-mail stating the required hours, days, department, work activities, and duration of the assignment. The Union will have three (3) business days to respond with the name of the MCESSU employee who will accept the opportunity. Five (5) business days after the request, the MCESSU employee must be available to begin the assignment.

Temporary assignments shall be granted only in the case where the employee is able to perform the work without it interfering with the performance of their normal job assignment. An employee shall be allowed to alter her regular work schedule in order to perform a temporary assignment only if agreed to by her immediate supervisor and when it will not cause a hardship for the department in which she works.

The hours worked for temporary assignments described herein shall not affect the employee's work status as indicated on their job description and defined in Article I, Section 1.4. Any overtime shall be determined and paid according to the guidelines set forth in Section 20.4.

If a temporary vacancy cannot be filled internally, the Employer shall communicate the need for a temporary employee to the Unit President. The Employer shall then have the right to hire a temporary employee to perform the assignment. No temporary employee shall be in place for a period longer than four hundred eighty (480) work hours per fiscal year, excluding sick leave, child care leave, and military leave. Such temporary hires shall not come under the terms of the Agreement provided that the terms of this Agreement are not exceeded.

Section 11.2 Permanent Vacancies. A permanent vacancy is defined to be any bargaining unit position which the Employer intends to fill caused by the creation of a new position in the unit or by the termination, quitting, death, retirement or permanent transfer of an employee or which will be vacant for a period of ninety (90) calendar days or more. Vacancies caused by leaves of absence shall not be posted as a vacancy unless agreed upon, except sick leaves after six (6) months shall be posted. For employees who have fifteen (15) or more years of seniority the six (6) months shall be changed to twelve (12) months.

- (a) The Employer will notify the President of the Association the status of the open position within forty-five (45) calendar days.

Section 11.3 When a permanent vacancy is to be filled, the Employer shall, within ten (10) working days, post a notice of the vacancy in an appropriate place for a minimum of four (4) consecutive working days, one of which will either precede or follow a weekend, with a copy given to the Unit President on the first day of posting. The notice shall contain the following information:

- (a) Title, brief description of the duties, job requirements and the pay grade. It shall also state the posting period.

The ten (10) working days requirement for posting a vacancy may be extended by mutual agreement of the Employer and the Unit President.

Section 11.4 Any interested employee may apply for the vacancy by delivering to the Office of Human Resources a written application by the end of the fourth posting day as stated on the posting notice. A list of all internal applicants shall be provided to the Association President within three (3) working days of the closing of the posting, *upon request*.

Section 11.5 All applicants will be considered for the vacancy and the vacancy shall be awarded to the most qualified senior applicant and in the event their qualifications are equal, seniority shall prevail:

- (a) Applicants will be reviewed according to their experience, training, educational background, demonstrated skills and further taking into account the employee's discipline, evaluation and work record about which she has prior knowledge and

which has remained uncorrected. The review shall be uniformly administered among the applicants.

- (b) No consideration need be given to any applicant who is on probation or who has been awarded a job pursuant to this Article within the preceding six (6) months.
- (c) If there are no qualified applicants then the position may be filled from any source.

Section 11.6 Employees who take a new or vacant position within the bargaining unit shall begin training for the new position within three weeks upon notification of receiving the position with final transfer taking place within four weeks, unless extenuating circumstances exist and an extension of time is mutually agreed upon by the Employer and the Unit President after consultation with the affected employee.

The applicant selected shall be given a trial period of eighty (80) hours or ten (10) working days, whichever expires first, including training, to determine if she can meet the minimum requirements for the job and if it is determined either by the College or by the applicant that she cannot do so, she shall be returned to her former job at her former rate with no loss of seniority.

The applicant shall receive the new rate of pay and shall then be awarded the job subject to a probationary period of forty-five (45) calendar days during which time she shall be reviewed to determine whether or not the employee is capable of performing the average requirements of the job. If it is determined that the employee cannot meet the average job requirements, she shall be returned to her former job, at her former rate of pay and with no loss of seniority.

The College will first offer the position to the qualified next senior bargaining unit member who had previously applied for that position until the list of original applicants has been exhausted.

Section 11.7 For vacancies which occur in the following positions, non-employee applicants may be considered under the same standards as set forth in subsections (a) and (b) of Section 11.4 above;

- (a) Payroll clerk

Where qualifications are equal, the present employee will receive preference over the non-employee applicant.

Section 11.8 An employee may refuse a promotion or permanent transfer without loss of seniority by written notification to her supervisor within three (3) workdays after the appointment.

Such permanent transfer may be made to positions not otherwise filled under the Permanent Vacancy Article.

Section 11.9 The Unit President shall be notified in writing of the applicant awarded the vacant position within three (3) working days.

ARTICLE XII

UNPAID LEAVE OF ABSENCE

Section 12.1 Not more than one employee at any one time, with seniority, who is elected or appointed to full-time employment with MEA-NEA, may be granted an unpaid leave of absence for the duration of the term of election or appointment, but not longer than two (2) years.

Notice of such possible election or appointment and request for an unpaid leave must be made in writing at least thirty (30) days in advance thereof so that adequate staffing can be provided. Any request for extension must be made in writing. Unsuccessful candidates shall not be required to take the unpaid leave.

Seniority shall not accrue and such leave shall be without pay and without continuation of insurance or other payment of fringe benefits during the term thereof.

Section 12.2 Employees with seniority may be granted an unpaid leave of absence for a period of more than three (3) but not to exceed thirty (30) calendar days, upon written application to the Office of Human Resources and approval in writing.

Request for unpaid leaves of absence for personal reasons for three (3) days or less may be made orally to the immediate supervisor and granted orally by him or her. Such personal leaves are without pay, but with seniority.

ARTICLE XIII

SICK LEAVE

Section 13.1 Employees, commencing with the date of hire, shall earn sick leave credits on the basis of one-half day (4 hours) for each eighty (80) hours of work. No credit will be given for any hours worked beyond eighty (80) hours in a pay period.

For purposes of determining hours of work, credit will be given only for actual hours worked, paid leave hours, holidays, jury duty and vacations.

No employees shall accumulate more than two hundred (200) days of sick leave.

There shall be no advance credit or accumulation of sick leave.

- (a) New employees hired after July 1, 2010, will be allowed to accumulate up to one hundred (100) days of sick leave.

Section 13.2 Sick leave, for the purpose of this Article, may be utilized for the following:

- (a) The employee's illness, injury or exposure to contagious disease endangering others.
- (b) Illness or injury to a member of the employee's immediate family which necessitates absence from work. Immediate family is defined as the spouse, parent (including foster parents), or child of the employee and parents-in-law, brother or sister for whose physical care she is principally responsible.
- (c) An employee's appointment with her doctor or dentist, except for routine or annual physicals or checkups, which cannot be arranged during non-working time.

Section 13.3 The Employer may require medical proof or certification of any illness, injury or contagious disease where there is evidence of abuse of sick leave or in any event where the sick leave exceeds five (5) consecutive workdays and from time to time thereafter. For any sick leave extending beyond thirty (30) calendar days, the employee may be required to submit to an examination and report of her physician and, if requested, to an examination by the Employer's physician and at the Employer's expense.

Section 13.4 Whenever possible, all requests for any leaves under this Article in excess of two (2) weeks shall be requested in writing on forms provided by the Employer.

Section 13.5 If an eligible employee has no paid sick leave days then any further absences pursuant to the above provision shall be without pay and the length of any unpaid sick leave that shall be granted shall be as follows:

- (a) For an employee with seniority, such unpaid sick leave will be for a period of not longer than one (1) year beyond the exhaustion of used paid sick leave days; however, an extension may be granted upon request, and approval, of the College president.

Section 13.6 Acceptance of other employment while on sick leave pursuant to this Article and without prior written approval of the Employer shall cause termination of employment.

Section 13.7 Any return from a sick leave under this Article must be supported by medical proof where there is reasonable concern of her ability to perform the work and upon request of the Employer.

Where the sick leave was for a period of less than six (6) months, the employee will be returned to her regular position at the same step and range that she was at the beginning of her leave if such position remains in existence, or a position which her seniority and qualifications would entitle her within five (5) working days of the Employer's receipt of her request to return.

Where the sick leave was for more than six (6) months, the employee will be returned to the first available vacancy for which she is qualified and to which her seniority entitles her.

For employees who have fifteen (15) or more years of seniority, the six (6) months shall be changed to twelve (12) months.

Section 13.8 An employee with three (3) years or more of seniority shall be paid one-half of her accumulated sick leave at the time of termination of employment. Payment will be made in the form of an employer contribution to the 403(b) tax-sheltered annuity or custodial account designated by the employee.

Section 13.9 In the event an employee dies while still employed at the College, the Employer shall pay to the employee's heir or estate, one hundred percent (100%) of the accumulated but unused sick leave.

ARTICLE XIV

ABSENCE DUE TO WORK INJURY

Section 14.1 All injuries an employee may sustain during her employment should be reported immediately to the Executive Vice President of Administrative Services. Accidents involving any physical injury incurred during employment in the execution of official duties may be covered by Workers Compensation insurance and must be reported within 24 hours. Failure to report any injury within the applicable time limit relieves the Employer of any liability for sums which would have been received as benefits under the Michigan Workers Compensation Act, sickness and disability insurance, or other similar benefit program, had the injury been timely reported.

Section 14.2 Absence due to injury in the course of the employee's employment shall not be charged against the employee's sick leave for the first ninety (90) calendar days. The Employer shall

pay to such employee the difference between his salary and the benefits received under the Michigan Workers Compensation Act for ninety (90) calendar days. At the option of the employee, she may use her sick leave after the first ninety (90) calendar days to receive from the College the difference between her salary and the benefits received from the Michigan Workers Compensation Act, Social Security, public employees retirement and sickness and disability insurance.

ARTICLE XV

LONG-TERM SICKNESS AND DISABILITY INSURANCE

Section 15.1 All regular full year and regular college year employees who have completed their probationary period shall be eligible for coverage for sickness and disability insurance in accordance with the terms of the policy and with premiums paid for by the Employer.

Section 15.2 By way of information and subject to the terms of the policy, the sickness and disability coverage pays to the eligible employee, after ninety (90) calendar days of sickness and disability, sixty percent (60%) of the salary, less any social security or Workers Compensation payments and State Employee's Retirement Pay. Such disability is covered as follows:

If the disability occurs prior to age sixty (60) then coverage shall continue until age sixty-five (65); if it occurs after age sixty (60), then coverage shall continue for a period of five (5) years or until age seventy (70), whichever comes first.

Section 15.3 An eligible employee who has accumulated sick leave days in excess of ninety (90) sick leave days shall receive, for such excess days, one hundred percent (100%) of her contractual net take-home pay in the following manner:

- (a) Sixty percent (60%) of such pay from the sickness and disability insurance policy;
- (b) The balance from the Employer which may include any Social Security, Workers Compensation, unemployment compensation and State Employee's Retirement Pay.

After the exhaustion of such excess sick leave days, the sickness and disability payments will continue in accordance with the terms of the Policy.

Section 15.4 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the applicable premium for the insurance coverage specified, and upon such

payment, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 15.5 The Employer shall have the right to change the insurance carrier so long as the benefit level is not reduced. The Employer agrees to notify the Union prior to instituting any change.

ARTICLE XVI

CHILD CARE LEAVE

Section 16.1 A Child Care Leave of absence, not to exceed one year, shall be granted to any employee commencing at childbirth.

In case of a pregnancy-related disability, a leave of absence shall be provided under the same provisions as are disability leaves of absence.

Section 16.2 The employee may apply for a Child Care Leave in writing to her supervisor stating the anticipated time and length of such leave and any changes therein.

Section 16.3 Employees must apply for reinstatement ten (10) days prior to their intended date of return.

When the leave was for six (6) months or less, the employee shall be placed in her former position at the same step and wage that she was at the beginning of her leave if such position is in existence or in any other position her seniority and qualifications would entitle her within ten (10) working days of the Employer's receipt of her request to return.

When the leave was for more than six (6) months, the employee will be placed in the first vacancy for which her seniority and qualifications entitle her.

Section 16.4 Any utilization of sick pay credits for Child Care Leave shall be in accordance with the mandatory provisions of law.

Section 16.5 Child Care Leave shall be with seniority and without pay as provided in Section 16.4 above.

ARTICLE XVII

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 17.1 The Employer and eligible employees shall abide by the provisions of the Federal Family and Medical Leave Act of 1993, some of which provisions are summarized as follows:

- (a) A FMLA leave of up to 12 unpaid weeks shall be granted for any of the following purposes:
 - (1) the birth of or to care for a child;
 - (2) the placement for adoption or foster care of a child;
 - (3) because of the serious health condition of a spouse, son, daughter or parent; or
 - (4) because of the employee's own serious health condition.

An employee who elects to use paid leave days (sick days, vacation, etc.) for the purposes listed in Section 17.1(a), (1)-(4) above, shall have that number of paid leave days subtracted from the allotted family and medical leave. Any period of the family and medical leave not covered by the paid leave shall be available to the employee without pay.

- (b) The employer shall continue all health insurance benefits (including medical, dental and vision coverage) during a family and medical leave.
- (c) A family and medical leave needed due to a serious health condition may be taken on an intermittent to reduced schedule basis. If an employee takes an intermittent or reduced schedule leave, FMLA leave shall be deducted on a pro-rata basis based upon hours missed divided by normal hours worked.
- (d) Seniority shall accrue during a FMLA leave.
- (e) Upon return, the employee shall be returned to the position held at the beginning of the FMLA leave; or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Section 17.2 To the extent that the leave provisions under Article XIII, Sick Leave; and Article XVI, Child Care Leave, provide for leave time for purposes also provided by the F&ML Act, any such leave time taken under Article XIII or XVI shall be applied toward the 12 workweeks' leave allowed by the Act.

ARTICLE XVIII

BEREAVEMENT LEAVE

Section 18.1 An employee with seniority who is at work shall be entitled to a bereavement leave of absence not to exceed four (4) workdays for a death in the immediate family. For the purpose of this section, the term “immediate family” shall mean the spouse, parents, step or foster parents, parents-in-law, child, step or foster child and grandchildren and step or foster grandchildren of the employee. The employee may take a vacation day to extend the bereavement leave to five (5) days in cases of immediate family.

Section 18.2 In the case of death of the employee’s sons-in law or daughters-in-law, brother, brother-in-law, sister, sister-in-law and grandparent, the bereavement leave of absence will not exceed three (3) workdays.

Section 18.3 In the case of death of:

- (a) the employee’s aunt, uncle, niece, nephew or cousin, or unusually close friend, the bereavement leave of absence will not exceed one (1) workday and such day will be paid.
- (b) a College employee, the bereavement leave of absence will not exceed one-half work day and such half day shall be paid.

Section 18.4 Bereavement leave days must be taken within a seven (7) consecutive work day period (excluding Saturday, Sunday and contractual holiday) and one of the seven (7) days shall be the day of the funeral or memorial service. An employee shall suffer no loss in pay when a bereavement day is a regularly-scheduled workday. When the funeral or memorial service is on a non-work day, the leave shall be reduced by one (1) day.

Section 18.5 A day’s pay shall be the employee’s straight-time hourly rate times the number of hours regularly scheduled in a day for such employee.

Section 18.6 Where the travel to the funeral one way is in excess of one hundred fifty (150) miles, one (1) additional day of bereavement leave will be granted and paid as provided for in the applicable section.

ARTICLE XIX

EDUCATION LEAVE

Section 19.1 An employee with five (5) years of seniority shall, at her written request and with the Employer's written approval, be able to take an unpaid one (1) year educational leave. An employee returning from such leave will be re-employed as provided for in Section 16.3.

Section 19.2 The Employer will continue its practice of providing an opportunity to attend in-service training and seminars during working hours with no loss in pay with the approval of the supervisor and Executive Vice President of Administrative Services.

Section 19.3 For courses taken at other educational institution, including the MCCVLC, the Employer will reimburse an employee for one-half (1/2) tuition including the entire payment of books and fees for up to eight (8) credit hours per semester and up to twenty-four (24) credit hours per year, providing such courses are necessary to fulfill requirements for an Associate Degree.

Classes in a certificate program will be reimbursed 100% for tuition, fees, and books.

For courses taken at the Muskegon Community College, the Employer will reimburse an employee one hundred percent (100%) of the tuition including the payment of books and fees for up to eight (8) credit hours per semester and up to twenty-four (24) credit hours per year, to fulfill requirements for an Associate Degree.

An Educational Application must be filled out prior to taking classes with approval by supervisor and Executive Vice President of Administrative Services. Upon presentation of evidence demonstrating successful completion (C grade or better), the Employer shall reimburse the employee for the tuition referred to above.

Employees are encouraged to take educational courses at Muskegon Community College to improve their work skills and knowledge, as long as the hours of such classes do not conflict with their regular working hours. An employee may take a course during regular working hours when circumstances prevent attendance at evening classes with the written approval of their Supervisor and the Executive Vice President of Administrative Services and such lost time will be made up.

Section 19.4 The Employer will provide an annual (July 1 to June 30) tuition pool not to exceed the amounts listed below, to be divided among bargaining unit employees' dependent children as defined by IRS regulations. The students' share shall be used toward MCC tuition and/or fees. Students included in this tuition pool must meet normal standards for admission to the College, must

make satisfactory academic progress and must meet all other qualifications and requirements for enrollment.

July 1 – June 30	Amount
2010-2011	\$4,500
2011-2012	\$4,500

The tuition-pool funds shall remain in the control of the College until the Union issues its End of Academic Year Report on or after July 15 of each year. This report shall list the names of qualified students and the amount each student is to receive. The College shall issue reimbursement checks within thirty (30) days of receipt of the report. (Tuition pool distribution procedures are attached to the end of the contract.)

ARTICLE XX

WORKING HOURS, SCHEDULES AND OVERTIME

Section 20.1 Except for such changes and deviations as may be occasioned by the operational or functional requirements of College schedules and work loads, the following shall apply to full-time employees and, where applicable, to part-time employees:

- (a) The normal workday shall consist of eight and one-half (8-1/2) consecutive hours including an unpaid one-half (1/2) hour for lunch. The normal workweek shall consist of five (5) consecutive days, Monday through Friday inclusive, or may be Tuesday through Saturday, inclusive. This shall not be construed as any guarantee of work.

In the event Tuesday through Saturday is designated as a permanent work schedule for one or more employees but no more than five (5) employees, it shall be first offered to the existing non-probationary employees in the same classification who are qualified to do the work on a seniority basis, it being understood that the least senior qualified employee must take the new schedule. If it is a new position rather than a change in schedule, it shall be posted pursuant to Article XI.

- (b) The normal work hours shall be 8:00 a.m. to 4:30 p.m., including the unpaid one-half hour for lunch. Clerical Employees seeking an alternate schedule must complete the “Alternate Clerical Work Schedule Form.” Upon the approval of the alternative work schedule, the employee must continue to work that schedule until the Executive Vice President or designee ends the alternate schedule or approves a new “Alternate Clerical Work Schedule Form.”
- The normal work hours may vary for certain employees to meet evening or early morning requirements.
- Such changes in normal work schedules shall be made with at least one-week advance written notice unless mutually agreed upon by the employee involved. For any shift commencing on or after 12:30 p.m., the hours worked shall include a fifteen cents (15 cents) shift premium.
- An employee filling in for any position commencing on or after 12:30 p.m. shall receive the shift premium for all hours worked past that employee’s regular quit time.
- c) If an employee requests a change in the normal workweek, normal workday, or normal work hours in the summer session, the following procedure shall be used:
- (1) The completed Alternate Clerical Work Schedule form shall be delivered by the employee to the Department Supervisor/Appropriate Vice President at least twenty-one (21) calendar days prior to the start of the semester involved. Such request shall state the reasons. A late request need not be considered.
 - (2) The Department Supervisor/Appropriate Vice President shall review requests and, if recommended, submit the requests for advanced approval to the Executive Vice President of Administrative Services.
 - (3) The Executive Vice President of Administrative Services shall approve or deny requests not later than five (5) work days prior to the start of the semester involved.
 - (4) Denials shall be accompanied by a written explanation of the denial.

- (5) If notification of approval or denial is not received by five (5) work days prior to the start of the semester, the request shall be deemed approved.
 - (6) In the event such change is approved and it would increase the number of work hours in a day beyond eight (8) hours, the provisions of Section 20.4 relative to time and one-half beyond eight (8) hours in a workday shall be waived by the employee for the duration of that semester.
- (d) All employees are required to complete the daily Time Record recording the employee's starting and quitting time for each day of work.

Section 20.2 Employees shall be allowed two fifteen (15) minute rest periods during the normal workday. The time of such breaks shall generally be near the mid-point of each half of the shift with the time to be determined by the employee's supervisor, considering the particular demands of the job. The rest periods may not be used to shorten the normal workday.

The one-half hour unpaid lunch period shall be near the mid-point of each shift, the time to be determined by the employee's supervisor, considering the particular demands of the job. Said lunch period cannot alter the schedule or result in overtime.

Section 20.3 The payroll period shall be a two-week period commencing at 12:01 a.m. Saturday and ending fourteen (14) days later at Friday midnight.

Section 20.4 Time and one-half the employee's straight-time hourly rate will be paid to all employees for each hour worked beyond forty (40) hours in a workweek.

All employees shall receive time and one-half their straight-time hourly rate for all hours worked beyond eight (8) hours in a workday provided they have worked or have excused absences for the balance of the workweek.

Two (2) times the employee's straight-time hourly rate will be paid for all hours worked on Sundays or designated holidays.

Section 20.5 Employees shall work such overtime hours as may be required and authorized by their supervisors and approved in advance by the President or his designee.

ARTICLE XXI

HOLIDAYS

Section 21.1 The following designated days shall be recognized as holidays with pay for employees subject to the conditions as set forth below:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday (One-Half Day - p.m.)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day Following Thanksgiving Day
9. Last Working Day Prior to Christmas (Christmas Eve Day)
10. Christmas Day
11. Last Working Day Prior to New Year's Day (New Year's Eve Day)

One floating holiday has been added which the employer may designate to apply to all employees. If not designated, it may be taken as an additional vacation day. Human Resources may designate up to two additional floating holiday for scheduling purposes. These additional floating holidays will not be added to any other leave balance if not designated.

Section 21.2 Holiday pay for employees shall be at the employee's straight-time hourly rate and for the number of hours they are normally scheduled to work in a day, except for one-half (1/2) day on Good Friday for which the employee shall receive four (4) hours' pay at their straight-time hourly rate.

Section 21.3 To qualify for holiday pay, the employee must have completed her probationary period and the employee must have worked her last scheduled day prior to the holiday and her first scheduled day following the holiday. Employees who are laid off, on a leave of absence or off work for more than ninety (90) days because of a compensable injury shall not be entitled to holiday pay.

Section 21.4 If a holiday falls during an employee's scheduled vacation period she shall receive that day with pay in addition to her vacation pay.

Section 21.5 Paid holidays which fall on Saturday shall be recognized on the Friday preceding the holiday. Paid holidays which fall on Sunday shall be recognized on the Monday following the holiday.

Section 21.6 Regular College year employees and part-time College year employees shall be paid holiday pay provided they meet the requirements of this Article and provided they are otherwise scheduled for work on the holiday.

Such employees who are not otherwise scheduled to work on the holidays shall be paid holiday pay for the four (4) holidays related to Christmas and New Year's if the employee worked her last scheduled day prior to the holiday and her first scheduled day following the holiday. Fourth of July shall also be paid under the same conditions if the employee is scheduled to work during summer semester. Such employees shall not be required to be on paid leave time during the Winter Break or Summer Break to receive the holiday pay.

Section 21.7 If a full-time employee is not entitled compensation for a holiday because their normal work schedule falls on a scheduled College campus closure, the employee shall be compensated at their regular hourly rate for the number of hours they would normally work on the (those) given day(s). At no time, however, shall the employee receive more than eight hours pay for any given holiday. If an employee's hours extend beyond 4:30 p.m., and the College closes the building at 4:30 p.m. in preparation for a holiday (as in the Wednesday evening before Thanksgiving), the employee shall work with their supervisor to rearrange their schedule to include the hours missed on that day.

ARTICLE XXII

VACATIONS

Section 22.1 Effective July 1, 2007 all employees will earn vacation leave credits at the following rates for every eighty (80) hours of work:

Years of Seniority as of July 1	Hours earned per 80 hours worked (+ added days for seniority)	Maximum days earned per year
New hire to less than five (5)	4.0	15
Five (5) to less than ten (10)	4.0 (+3)	18
Ten (10) to less than fifteen (15)	4.0 (+5)	20
Fifteen (15) to less than twenty (20)	4.0 (+7)	22
Twenty (20) to less than twenty-five (25)	4.0 (+9)	24
Twenty-five (25) or more	4.0 (+10)	25

Vacation hours include one additional vacation day with seniority and one floating holiday as stated in Article 2.1.

No credit will be given for any hours worked beyond eighty (80) hours in a pay period.

Hours paid for by reason of vacations, holidays, jury duty, sick pay or bereavement pay will be counted as hours worked.

Section 22.2 Regular full year and regular college year employees must work a minimum of six (6) months and part-time full year and part-time college year employees must work a minimum of nine (9) months before paid vacation days may be taken.

Section 22.3 Regular full year and regular college year employees' vacation pay shall be eight (8) hours of pay computed at the employee's regular straight-time hourly rate for each full day of vacation taken. Part-time full year and part-time college year employees shall have their vacation pay prorated identical to their work time.

Section 22.4 Unless otherwise specified herein, the vacation year shall be from July 1 through June 30 for computation purposes.

Section 22.5 Each immediate supervisor shall be responsible for planning vacation schedules. Where a supervisor has conflicting requests for the same vacation time, preference shall be granted to the most senior employee provided the remaining workload is covered.

The employee shall have the right to utilize earned vacation up to five-day increments in accordance with this section.

College year employees shall take their vacation at a time other than when classes are scheduled in fall and winter semesters, unless specifically approved by the Supervisor and appropriate Vice President.

Section 22.6 Employees shall have the right to accumulate unused vacation allowance up to, but not exceeding, a maximum of twenty (20) days (160 Hours) over into the next vacation year. In no event shall work demands of the Employer result in loss of vacation leave credits.

Section 22.7 An employee who has completed six (6) months of employment who thereafter terminates her employment shall be paid for her unused vacation allowance, provided at least two (2) weeks' advance notice of termination was given to her immediate supervisor and Executive Vice President of Administrative Services. Payments will be made in the form of an employer contribution to the 403(b) tax sheltered annuity or custodial account designated by the employee.

Section 22.8 Should a paid holiday fall during an employee's vacation, the holiday shall not be deducted from the employee's vacation leave credit.

Section 22.9 In the event an employee dies while employed at the College, all prorated vacation time shall be paid to the employee's heir or estate.

ARTICLE XXIII

INSURANCE

Section 23.1 Hospitalization Insurance.

Effective November 1, 2010 the MCC Health Care Plan subscribers will be subject to the following prescription drug co-pays:

Effective Date	Generic Retail	Brand Name Retail	Mail Order
November 1, 2010	\$10	\$40	\$10
November 1, 2011	\$10	\$40	\$10

The Employer shall continue to provide each regular full-year and regular college year employee and their eligible dependents with the hospitalization coverage in effect as of the effective date of the Agreement pursuant to the Muskegon Community College Voluntary Employees Beneficiary Association Health Care Plan equivalent to the MESSA Super Med I benefit level of 1981 (including the amendments effective January 1, 1994.) All part-time employees will be offered such coverage in accordance with Section 23.7.

Section 23.2 Group Life Insurance. Group life insurance in the amount of \$50,000 will be provided by the Employer to each regular full year and regular college year employee covered by the Agreement. Part-time employees will be offered such coverage in accordance with Section 23.8.

Section 23.3 Dental Insurance. The Employer shall provide a dental plan for regular full year and regular college year employees and their eligible dependents. The Board shall provide a plan equivalent to MESSA Delta Dental Plan coverage and providers with 80/80/60 co-payment and \$2,500 Class I maximum, a \$2,500 Class II maximum and \$1,500 lifetime orthodontics.

Section 23.4 Vision Care. The Employer shall provide a vision care program for employees and dependents substantially equivalent to VSP 2.

Section 23.5 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the applicable premium or to the benefit provisions of any self-funded plan for the insurance coverage specified, and upon such payment all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 23.6 The Employer shall have the right to change the insurance carrier or funding method so long as the benefit level is not reduced.

Section 23.7 New employees shall not be covered until the first of the month following the completion of their probationary period. Employees on layoff or leave of absence shall continue on the above program for the first two (2) full months following the month of layoff or leave of absence, but thereafter it shall be the responsibility of the employee, if she desires, to make arrangements for continuation of the insurance at her expense.

Upon retirement, an employee will be permitted to convert her hospitalization coverage to individual coverage, subject to the conditions of the policy and provided that the employee makes arrangements with the carrier for the payment of premiums.

Section 23.8 Hospitalization Insurance and Life Insurance for Part-Time Full Year and Part-Time College Year Employees.

- (a) All such employees must work ninety (90) calendar days before they are eligible for coverage pursuant to the following scheduled hours of work.
- (b) The employee who is scheduled for 35 to 40 hours per week and who elects such coverage shall have the full premium paid for by the Employer.
- (c) The employee who is scheduled for 30 to 34 hours per week and who elects such coverage shall pay twenty-five percent (25%) of the applicable premium rate through payroll deduction and the Employer shall pay seventy-five percent (75%).
- (d) The employee who is scheduled for 20 to 29 hours per week and who elects such pay fifty percent (50%) of the applicable premium rate through payroll deduction and the Employer shall pay fifty percent (50%).
- (e) For an employee who is scheduled for less than 20 hours per week, there is no coverage.
- (f) An employee who elects coverage that requires her to pay a portion of the premium shall pay the applicable share through payroll deduction.

Section 23.9 All insurance and benefit programs referred to herein are subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in the Agreement.

Section 23.10 For regular or part-time college year employees, the Employer's contribution toward premium payment will be paid only during those months where work is performed. For those months in which no work is performed, the employee may continue the insurance by payment of the entire premium.

Effective November 1, 2010 or as soon thereafter as practicable, Employees who opt for the hospitalization coverage described in section 23.1, will pay a portion of the monthly premium. Such payments will be via payroll deduction, which is specifically authorized by this Agreement, and will be deducted on a pretax basis under the Employers' Section 125 Cafeteria Plan. Monthly employee premium co-pays are as follows:

	2010-2011	2011-2012
Single	\$45.00	\$55.00
2-Person	\$60.00	\$70.00
Full-Family	\$75.00	\$85.00

CHANGE TO INSURANCE DEDUCTIBLES (FOR THE PLAN THAT REQUIRES THEM):

DEDUCTIBLE	2010-2011	2011-2012
Single	\$70.00	\$80.00
Full-Family	\$140.00	\$160.00

Effective November 1, 2007 or as soon thereafter as practicable, the Employer will make available an alternative health care plan which will be available to employees without any employee premium contribution. This plan will not be in addition to, but replace and be in substitution for, the non-contributory HMO plan in existence as of June 30, 2006 including, but not limited to, the Priority Health Plan.

Section 23.11 Wellness Program. Each regular full year and regular college year employee may enroll in a “wellness” program offered through Continuing Education Services at the College with tuition cost reimbursed by the Employer.

A “wellness” program is defined to mean a course, class or activity directly related to the employee’s health, such as “stop smoking”, “weight control” or “exercise” programs.

In addition (for Wellness courses as defined), the Employer will reimburse a regular full-year and regular college year employee for courses at the College for the cost of tuition, books and fees not to exceed one course per academic year. The class is not to conflict with regular working hours unless written approval is obtained from the supervisor and Executive Vice President of Administrative Services. The employee will make up any lost work time.

Section 23.12 National Health Program. In the event that federal legislation is enacted that would affect the administration, benefits, funding method or cost or affect the tax status of benefits or contributions as to employees or employer regarding the program set forth in Section 23.1 above, during the term of this Agreement, the parties agree to meet to negotiate over the impact of such legislation.

ARTICLE XXIV

LONGEVITY

Section 24.1 All employees shall become eligible for longevity pay based upon seniority, as defined in Article 8.1(c), in accordance with the following schedule. Effective July 1, 2003, the following schedule shall apply:

HOURS	2010-11	2011-12
5-9 years	\$570	\$595
10-14 years	\$710	\$735
15-19 years	\$875	\$900
20-24 years	\$1025	\$1050
25 plus	\$1185	\$1210

Service must be continuous and shall be broken by any event set forth in Article VIII, Section 8.4, under Seniority.

Section 24.2 Longevity pay shall not be prorated for any reason except for retirement and death and payment will be made to the eligible employee or her estate within thirty (30) days following the anniversary date of hire.

Section 24.3 The longevity payment will be made on the regular payroll check closest to the anniversary date.

ARTICLE XXV

JURY DUTY

Section 25.1 An employee shall be excused from work for jury duty as prescribed by applicable law and shall be paid by the Employer, an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight-time hours for the Employer on that date, and daily jury duty fee paid by the courts, not including travel allowances, or reimbursements or expenses, for each day on which he reports for or performs jury duty, and on which he would have been scheduled to work for the Employer. The employee shall also be excused from work when subpoenaed as a witness by appropriate legal authority.

ARTICLE XXVI

GENERAL

Section 26.1 Upon proper written advance notification, the Employer shall allow Union meetings to be held in College facilities, so long as such does not interfere with the normal operation of the College.

Section 26.2 Upon written request, an employee shall have the right during normal business hours to review her personnel file in accordance with Michigan Public Act 397 of 1978.

Section 26.3 The Employer agrees to provide a bulletin board in the facility to carry Union announcements, notices of meetings, results of elections, and notice pertaining to nominations and elections. This bulletin board will be used exclusively by the Union for the above purpose.

Section 26.4 Non-bargaining unit employees, including students (work study or work assistants) and interns, will not perform work normally and customarily assigned to bargaining unit employees where the effect thereof will:

- a. Cause a reduction in hours or the layoff of a bargaining unit employee, or
- b. Deny overtime to a bargaining unit employee, or
- c. Fill a bargaining unit position, or replace a bargaining unit employee for an indefinite period. Refer to Article XI, Section 11.2 for the replacement of a bargaining unit employee by students or interns for fixed periods.

Section 26.5 Wherever the term “her” is used in this Agreement it shall also mean “him”, and vice versa, and no intent to discriminate on the basis of sex shall be implied by the use of either term.

Section 26.6 **Safety and Health.**

- (a) Any physical examination employees are required to take by the Employer shall be at the expense of the Employer as in past practice.
- (b) Employees must immediately report on appropriate forms to their supervisor all accidents or injuries sustained.
- (c) All employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as provided by the Employer. The reasonableness of such rules may be challenged in the grievance procedure.

Section 26.7 Nothing herein contained shall preclude the Employer from contracting or subcontracting work, which in its opinion it does not have the manpower, equipment or facilities to

perform or which in its judgment it cannot economically and/or practically perform with the existing work force, provided:

- a. No employee in the bargaining unit will be laid off, and
- b. No employee in the bargaining unit shall suffer a loss of wages, fringe benefits, or seniority as a result of contracting, subcontracting, or the use of temporary employees, and
- c. No bargaining unit positions will be eliminated until the matter has been discussed with the Union in an effort to determine if such positions might be maintained via transfer and/or revision.
- d. No Temporary Employee shall be in place for a period longer than four hundred eighty (480) work hours per fiscal year, excluding sick leave, child care leave and military leave.

Section 26.8 The College shall provide the Unit President, annually, on or before April 1 of each year with an up-to-date seniority list. Any employee desiring to protest the correctness of her position on the list shall file such protest in writing within fifteen (15) calendar days of delivery to the Union President and to the Executive Vice President of Administrative Services.

Additionally, the College shall provide the Unit President, annually, on or before April 1 of each year with an up-to-date list of all bargaining unit positions listing the following information: position, department, pay grade and status; and also an up-to-date job description for each bargaining unit position.

Section 26.9 Special Conferences; Duties, Assignments and Responsibilities.

- (a) Any employee who has a continuing concern relating to the duties, assignments or responsibilities of her position and which concern does not involve an alleged violation of this Agreement, shall first discuss the matter with her immediate supervisor in an effort to address that concern.
- (b) Should that discussion not resolve the matter, then the employee may request a conference on the subject to be arranged by the Executive Vice President of Administrative Services. The supervisor and a Union representative may be present and every reasonable effort shall be made by all parties to resolve the concern at the conference.

Section 26.10 A military leave of absence shall be granted to any MCESSU member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, in accordance with the requirements of such applicable law (USERRA) for the retention of reemployment rights, the MCESSU member shall be placed in their same position on the Salary Schedule that she would have been had she worked in the position during such period.

The employee shall make application to the Human Resource Department and shall state the anticipated time of return. If this period is involuntarily extended, the employee must request an extension from the College within thirty (30) days of the originally stated date of return.

ARTICLE XXVII

WAGES

Section 27.1

Effective beginning July 1, 2010 through June 30, 2011 the following schedule shall apply:

2010/2011 HOURLY WAGE								
	Hire	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$11.19	\$11.69	\$12.05	\$12.42	\$12.81	\$14.09	\$15.48	\$17.19
2	\$11.73	\$12.21	\$12.64	\$13.04	\$13.47	\$14.78	\$16.17	\$18.00
3	\$12.02	\$12.52	\$12.97	\$13.38	\$13.82	\$15.16	\$16.55	\$18.45
4	\$12.50	\$13.00	\$13.47	\$13.90	\$14.35	\$15.74	\$17.13	\$19.17
5	\$12.97	\$13.50	\$13.99	\$14.43	\$14.90	\$16.35	\$17.74	\$19.89

Effective beginning July 1, 2011 through June 30, 2012 the following schedule shall apply:

2011/2012 HOURLY WAGE								
		<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>	<i>5 Years</i>	<i>6 Years</i>	<i>7 Years</i>
Grade	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$11.19	\$11.69	\$12.05	\$12.42	\$12.81	\$14.09	\$15.48	\$17.49
2	\$11.73	\$12.21	\$12.64	\$13.04	\$13.47	\$14.78	\$16.17	\$18.32
3	\$12.02	\$12.52	\$12.97	\$13.38	\$13.82	\$15.16	\$16.55	\$18.78
4	\$12.50	\$13.00	\$13.47	\$13.90	\$14.35	\$15.74	\$17.13	\$19.50
5	\$12.97	\$13.50	\$13.99	\$14.43	\$14.90	\$16.35	\$17.74	\$20.24

PAY GRADES

Educational Support Staff 1

- Clerk C – Financial Aid
- Clerk C – Library
- Clerk C – President’s Office
- Switchboard Operator – Administrative Services (2)

Educational Support Staff 2

- Clerk B – Administrative Services (2)
- Clerk B – Records/Registration (2)
- Clerk B – Student Services (4)
- Department Secretary - Athletics
- Department Secretary - Business
- Department Secretary – Creative and Performing Arts
- Department Secretary - Education
- Department Secretary - English/Communications
- Department Secretary - HPER
- Department Secretary - Life Science
- Department Secretary - Math/Physical Science
- Department Secretary – College Success Center

Department Secretary - Social Science

Department Secretary - Technologies

Secretary B - Records

Educational Support Staff 3

Clerk A – Administrative Services

Clerk A – Library (2)

Clerk A – Admissions

Secretary A – Allied Health

Secretary A – Student Life

Educational Support Staff 4

Administrative Secretary – Student Services (2)

Administrative Secretary – Academic Affairs (2)

Cashier – Administrative Services

Senior Clerk I – Student Services

Senior Clerk I–Administrative Services (3)

Senior Clerk I - Financial Aid

Senior Clerk I – President’s Office

Senior Clerk I – Library

Senior Clerk I – Records/Registration (2)

Senior Clerk I – Nursing

Senior Clerk I - Testing

Educational Support Staff 5

Payroll Clerk – Administrative Services

Senior Clerk II – Financial Aid

Progression on the schedule will take place on July 1 of each year. MCESSU members will receive the initial increase on the first July 1 following the completion of their probationary period

An employee who moves to a different pay grade will be placed on that schedule at the same increment she was on in the prior pay grade.

Hours of work shall include paid-for hours for holidays, vacations and any paid-for leaves of absence. Overtime hours will be counted as straight-time hours.

The adjustment date for eligibility for progress on the pay schedule shall be as of the beginning of the first full workday following the accumulation of hours.

ARTICLE XXVIII

ESTABLISHMENT OF AND PROCEDURES FOR NEW AND CHANGED POSITIONS

Section 28.1 The Employer retains the right to establish a new position and to determine its Pay Grade and to eliminate an existing position. Any disagreement by the Union with the Pay Grade Level must be made in writing to the Employer within thirty (30) calendar days of its determination and such Pay Grade placement shall then be subject to negotiations between the parties.

Section 28.2 The Employer retains the right to re-evaluate an existing position and to place such re-evaluated position in a different Pay Grade Level. Any disagreement by the Union with the Pay Grade Level must be made in writing to the Employer within thirty (30) calendar days of its determination and such Pay Grade placement shall then be subject to negotiations between the parties.

(a) In the event a position is moved to a lower pay grade level, the employee then regularly assigned to such position shall not be reduced in pay, but shall maintain her previous rate except for such general increases in rates for the unit that may apply.

(b) In the event a position is moved to a higher pay grade level, the employee then regularly assigned to such position shall receive the applicable rate of the higher pay grade, not less than her previous rate.

Section 28.3 New hires may be placed at any rate within the Pay Grade Level commensurate with her skill and experience as determined by the Employer.

Section 28.4 Where an existing position has been substantially changed in its job content as to duties, skills and responsibilities, the employee regularly assigned to such may request a change to a different Pay Grade Level which will then be reviewed in accordance with the following procedure and using written criteria which takes the following into account: mental demands, training and experience, effect of error, personal contacts, and job conditions.

(a) A criteria document will be provided, upon request, to the employee by the Administrative Services Office.

(b) Within thirty (30) calendar days of the job content changes, the employee shall present to Human Resources a written request for different Pay Grade Level stating the job changes which have been made.

(c) Within thirty (30) calendar days of receipt of such request, Human Resources shall convene a meeting with the employee and her Union representative for discussion of the request. Employees may submit supportive documentation at the meeting. A written decision on the request shall be delivered to the employee with a copy to the Union representative within twenty (20) calendar days of the meeting.

(d) If the request is not resolved, then upon written notice by the employee and the Union within fifteen (15) calendar days of the response, the matter shall be subject to negotiations between the parties.

(e) If in the above procedure a different grade level is arrived at, the different level shall become retroactive to the date the job substantially changed.

ARTICLE XXIX

RETIREMENT

The Employer will continue its existing Retirement Program in effect as of the date hereof.

ARTICLE XXX

VALIDITY CLAUSE

In the event that any of the provisions of this Agreement shall become invalid or unenforceable by appropriate court order, such invalidity or unenforceability shall not affect the remaining provisions thereof.

It is further provided that in the event any provisions are so invalidated this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions, and the balance of the Agreement shall remain in full force and effect.

ARTICLE XXXI

COLLEGE CLOSURES

On any regular work day that the college is closed due to inclement weather or mandated by the employer, MCESSU eligible members shall not have a deduction in their vacation, personal business, or sick leave balances for the time that the College is closed; provided that the employee has balances available for the paid time off. Overtime hours are also excluded from the above.

ARTICLE XXXII

PERSONAL LEAVE

MCESSU eligible members will be granted one day (8 hours) of personal leave time to be used in a four- or eight-hour allotment per year. Personal leave days are to be used to attend to matters which cannot be cared for outside of work hours and which result in legal, business, and/or family disadvantage if not covered at the appropriate time.

Request for said leave time shall be given to the supervisor with a minimum of one business day's advance notice for approval. Personal leave will not be cumulative.

**ARTICLE XXXIII
DURATION**

This Agreement shall be in effect from the 1st day of July, 2010 to June 30, 2012, inclusive, and from year to year thereafter, subject to sixty (60) calendar days' notice in writing prior to the expiration date of this Agreement of a desire to amend or modify this Agreement. Such notice shall specify the part or parts of the Agreement to be amended or modified, but shall not be restrictive of the subjects to be negotiated.

In the event of a failure of the parties to reach an agreement upon such amendments or modifications through any agreement by June 30, 2012, this written Agreement shall be terminated as of midnight June 30, 2012.

MUSKEGON COMMUNITY COLLEGE
EDUCATIONAL SUPPORT STAFF
MEA/NEA

Carmela Martusey 4/20/11
Name Date

L. Adams 4-20-11
Name Date

Cherri Wright 4/20/11
Name Date

Kimberly Clandestine 4/20/11
Name Date

Phyllis J. Rovey 4/27/11
Name Date

Name Date

MUSKEGON COMMUNITY COLLEGE
PRESIDENT

[Signature]
Name

MUSKEGON COMMUNITY COLLEGE
BOARD OF TRUSTEES

Dorothy M. Foster 4/20/11
Name Date

Name Date

Name Date

Name Date

Name Date

Name Date

4-27-2011
Date

June 30, 2010

Memo to: Leona Adams, President
MCESSU

From: Diana R. Osborn
Executive Vice President of Administration

Subject: Unfair Labor Charge Settlement

Attached to this memorandum is a draft copy of a position posting for an Administrative Secretary for Academic Affairs which will be posted upon agreement.

As stated earlier, the position that is currently held by A.J. Osborne will be placed in the MCESSU should Ms. Osborne leave that position. We will further investigate the inclusion of positions currently held by Kathy Beachum and Heather Denio regarding inclusion into the unit.

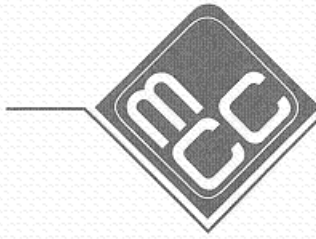
This memo will serve as resolution to the Unfair Labor Charge.



Diana R. Osborn
For the College



Leona Adams
For MCESSU



Muskegon Community College

221 S. Quarterline Road • Muskegon, Michigan 49442 • (231) 773-9131

July 1, 2010

Letter of Understanding

During the course of negotiations for the July 1, 2010 – June 30 2012 Collective Bargaining Agreement, the Union and administration has agreed to include the Full-time Support Staff positions currently held by Andrea J. Osborne in the Conference and Catering office, Kathy Beachum in the Business, and Industrial Training Office in the MCESSU Bargaining Unit when each of the current employees vacate the position.

The Part-time Support Staff position held by Heather DeNio in the Upward Bound Program will also be included in the MCESSU Bargaining Unit when the position is vacated.

ACCEPTED:

MCC EDUCATIONAL SUPPORT STAFF

MUSKEGON COMMUNITY COLLEGE

By: *L. Adams*
Leona Adams
President, MCESSU

By: *[Signature]*
Aaron Hilliard

Letter of Understanding
June 25, 2010, 2:30 p.m.

The employer may develop a post accident/injury alcohol and drug screening policy to be applied to all College employees.

Prior to the implementation of the policy, the employer will meet with Union representatives to explain the details of the policy and accept input on the policy.

**MUSKEGON COMMUNITY COLLEGE
EDUCATIONAL SUPPORT STAFF
TUITION POOL DISTRIBUTION PROCEDURES**

The Four Thousand Five Hundred Dollar (\$4,500) tuition pool and each subsequent tuition pool amount as defined in Article XIX, 19.4, will be distributed as follows. Each eligible employee will be reimbursed for dependents (as defined in Article XIX, 19.4) based on the following formula:

Step One:

Total number of dependent's credits for the academic year x in-district tuition
-dollar amount of scholarships received
-dollar amount of grants received
-cost of any course in which less than a "C" was earned

= Each dependent's qualified dollar amount for reimbursement

Step Two:

Add all dependent's qualified dollar amount (from Step One)

If the total amount is equal to or less than the applicable annual pool listed in Section 19.4, the procedure continues at Step Five and eligible employees shall receive reimbursement for his/her dependent equal to that amount calculated in Step One.

If the total amount is greater than the applicable annual pool listed in Section 19.4, the procedure continues through Steps Three, Four and Five.

Step Three:

Each dependent's qualified dollar amount (from Step One) divided by the total of all dependents qualified dollar amounts (from Step Two) x 100

= Dependent's percentage of tuition pool (Note: Step Three will be repeated for each dependent's individual percentage.)

Step Four:

Each dependent's percentage x the applicable annual pool listed in Section 19.4
= Dollar amount to be reimbursed to the Union employee

Step Five:

The MCESSU will be responsible for compiling a list of names and dollar amounts due each member. The list shall be verified through the Financial Aid Office. Reimbursement shall be issued by the College per the terms of Article XIX, 19.4.

LETTER OF UNDERSTANDING

During the course of negotiations for the 1999-2003 Collective Bargaining Agreement, the parties agreed on the following:

1. At such time as employee Vicki Henderson is no longer in the Educational Support Staff 3 position of Secretary A – Respiratory Therapy that position shall become Educational Support Staff 2, Secretary A – Respiratory Therapy.
2. At such time as employee Ruth Steingass is no longer in the Educational Support Staff 5 position of Administrative Secretary A – Instructional Affairs, that position shall become Educational Support Staff 4, Administrative Secretary – Instructional Affairs.
3. The position of Administrative Secretary A – Administrative Services is removed from the bargaining unit.

Dated: October 20, 1999

For the MEA-NEA EDUCATIONAL
SUPPORT STAFF UNIT

For the BOARD OF TRUSTEES

By: _____

By: _____

President, MCC Educational Support Staff

Executive Vice President of Administrative Services



	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Shift Start Time							
Shift End Time							

Date of Request _____

Effective Date _____

Duration _____

Employee Signature _____ Date

Supervisor Signature _____ Date

Vice President _____ Date

Vice President of Administrative Services _____ Date

