



2023 – 2026

Support Staff Contract

between the

**COMMUNITY COLLEGE DISTRICT OF
MONROE COUNTY, MICHIGAN**

and the

**MONROE COUNTY COMMUNITY COLLEGE
SUPPORT STAFF UNION, MEA-NEA**

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
MONROE COUNTY COMMUNITY COLLEGE
AND
MONROE COUNTY COMMUNITY COLLEGE
SUPPORT STAFF UNION, MEA/NEA**

This Agreement, made and entered into on this 23RD day of October, 2023, is between the Board of Trustees, Monroe County Community College (hereinafter referred to as the "College") and the Monroe County Community College Support Staff Union, MEA/NEA (hereinafter referred to as the "MC3SSU" or "Union"), located at 3245 N. Adrian Highway, Suite 1, Adrian, Michigan 49221.

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ARTICLE 1
RECOGNITION

- A. The Board of Trustees of the Community College District of Monroe County, Michigan (hereafter referred to as the College), hereby recognizes the Monroe County Community College Support Staff Union/MEA/NEA (hereafter referred to as MC3SSU or Union) as the exclusive bargaining representative, as defined in Section 11 of Act 379, P.A. of 1965, for all hourly full-time, administrative support staff of Monroe County Community College, (see list of classification titles in Appendix D), but excluding all executives, supervisors/foremen (Custodial Foreman and Maintenance and Grounds Foreman), part-time employees (less than 30 hours), confidential employees as follows: the Executive Assistant to the President and Secretary to the Board of Trustees, Human Resources Assistant, the Administrative Assistant to the Vice President of Enrollment Management and Student Success, the Administrative Assistant to the Vice President of Instruction, the Administrative Assistant to the Vice President of Finance and Administration, and any employees eligible for inclusion in other bargaining units of the College.
- B. No supervisory duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the MC3SSU. Supervisory duties mean those activities where one member of the bargaining unit evaluates, directs, or determines the activities of other members represented by the bargaining unit.
- C. The College will not negotiate with any organization or individual other than the MC3SSU for the duration of this Agreement.
- D. This Agreement shall supersede any individual contracts, existing rules, or regulations of the College or the Administration which shall be contrary to, or inconsistent with, its terms.
- E. Nothing contained herein shall be construed to deny or restrict any member's rights under the Michigan General School Laws or provisions of the Michigan State and United States Constitutional Laws.

ARTICLE 2
BOARD OF TRUSTEES' RIGHTS

- A. The Board of Trustees of the College, on its own behalf and on behalf of the electors of the College, hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and the responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.
1. The executive management and administrative control of the College and its properties, facilities, and its employees.
 2. To hire, pay, retain, layoff, promote, demote, transfer, supervise, assign, discipline, and dismiss its employees.
 3. To determine the activities, programs and services including means and scheduling of and providing such activities, programs, and services.
 4. To determine the hours of operation and the duties, responsibilities, qualifications, assignments, and scheduling of employees, and other contractual services, and the terms and conditions of employment.
 5. To determine the size of the workforce and the number of employees assigned to job classifications covered by this Agreement.
 6. To determine the Board policy affecting selection, testing, or training employees, providing such selection shall be based upon lawful criteria.
 7. The right to subcontract work which shall not result in the reduction of the bargaining unit positions.
- B. The exercise of these rights, powers, authorities, duties, and responsibilities by the College and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement.

**ARTICLE 3
MEMBER AND UNION RIGHTS**

A. Representation

1. The Union will represent all bargaining unit members equally, without regard to Union membership or dues paying status. In accordance with PERA, neither the Union nor the College shall coerce, threaten, or otherwise unlawfully pressure a bargaining unit member to join or refuse to join the Union.
2. Duly authorized Union representatives shall be permitted to transact official Union business on College property at all reasonable times, provided they shall not interfere with employees' duties or incur an expense to the College.
3. Union Representatives shall be allowed reasonable release time:
 - a. For time spent to investigate and/or resolve grievances or potential grievances.
 - b. For hearings and meetings pertaining to rights and protections under this Agreement.
 - c. As a witness participating in the final stage in the grievance procedure.
 - d. Participation in negotiations.
4. Release time must be approved by the employee's supervisor. The Executive Director of Human Resources should be notified if there is any difficulty being released from regular duties.
5. By July 15 of each year, the Union shall notify the College of its officers and designated representatives.

B. Union Meetings

1. A period of up to two hours will be set aside during each Fall Semester for the purpose of conducting Union meetings without loss of pay to participating employees. The Union will work with Human Resources to schedule the date and time for the meeting.
2. Release time must be approved by the employee's supervisor. The Executive Director of Human Resources should be notified if there is any difficulty being released from regular duties.

C. **Union Use of Facilities, Equipment, Technology, and Other College Resources**

1. The Union may post notices on bulletin boards in each College building. The Union shall be permitted to use College mailboxes and technology for Union business. There remains no expectation of privacy with any use of college email or technology.
2. The Union and members shall be permitted to use College facilities for local Union business and meetings.

D. **Bargaining Unit Lists**

1. The College will notify the Union President within seven (7) business days of the start date of a new bargaining unit member. The notice will include the new employee's name, home mailing address, department, position title, step, level, salary, and date of hire.
2. The College will notify the Union President within seven (7) business days of the change of position or termination of any member of the bargaining unit.

E. **Training Programs and Conferences**

1. The Union will be granted up to forty (40) total hours of paid release time each fiscal year to be used by Union officers or representatives, designated by the Union President, to participate in MC3SSU/MEA/NEA conferences and training programs. Requests to attend a conference or meeting will be made at least thirty (30) days in advance to the Executive Director of Human Resources. The Executive Director of Human Resources will coordinate with the appropriate supervisor. Approval by the supervisor must be obtained. Only one employee shall be released from the same department to attend related conferences unless the supervisor approves. This time shall not be used for attendance at sympathy strikes or protests in other districts. All expenses shall be paid by the Union member including hotel, travel, fees, and any other expenses related to the conference or training program. Proof of attendance is required for compensation purposes. Proof may be requested by the Executive Director of Human Resources.
2. Paid released time under this Section may be used in half-day increments. A Union Representative using paid time under this Section shall record all such time on the College's regular time reporting system.

F. **Dues and Payroll Deduction**

1. The College shall deduct MC3SSU/MEA/NEA dues or service fees from employee's paycheck biweekly over the course of twelve (12) months. A check-off authorization must be supplied to the payroll department. No dues will be taken out without such authorization. The authorization shall remain in effect unless revoked in writing by the employee.
2. Authorization for dues deduction is voluntary and payment of dues or fees to the MC3SSU/MEA/NEA is not a condition of employment with Monroe County Community College.
3. No later than August 1 of each year, the Union shall notify the Payroll Office, in writing, the names of the members and the corresponding amount to be deducted in the forthcoming year. As needed, throughout the year, the Union may update this list with the Payroll Office. Any changes made to the list will take effect as soon as possible, following the receipt of the new list.
4. The College shall promptly remit deductions to the Union together with a list of employees from whom deductions have been made.
5. The Union shall indemnify and hold harmless the College, its Board of Trustees, individual Board of Trustees members, employees, and agents from and against any claim arising out of or in any way related to the College's deduction of Union dues and fees.

G. **Personnel File**

1. Each employee shall have the right, upon request, to examine the content, and receive a copy of specific documents in their own personnel file. A Union representative and Human Resources representative may accompany the employee for such a review.
2. No official report nor any derogatory statement about an employee shall be filed in the employee's personnel file, unless the employee is provided a dated copy.
3. An employee has the right to request that erroneous material be removed from their personnel file and to receive written confirmation that the material has been removed.
4. An employee has the right to submit a statement and/or rebuttal regarding negative evaluations or other material in their personnel file.
5. An employee has the right to add materials to their personnel file which attest to their proficiency, experience, and completion of educational or training programs.

ARTICLE 4
EMPLOYMENT AND SENIORITY

A. Probationary Period

1. New employees in the bargaining unit shall be considered as probationary for the first ninety (90) calendar days of work for the College. An employee's probationary period may be extended by the College, with notification to the Union, for an additional thirty (30) days. After successful completion of the probationary period, the employee's seniority shall be retroactive to the most recent date of hire into the bargaining unit. There is no seniority among probationary employees.
2. Probationary employees shall be eligible to receive health insurance benefits (see Article 14) on the first day of the month after their hire date. They will receive holiday pay and will also accrue sick leave and vacation hours during their probationary period.
3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment, but not for discharge or discipline.
4. An employee on probation may not promote, demote, or transfer until the probationary period is successfully completed. The exception is if there are no qualified Union employees, and the College agrees.
5. All probationary employees will receive at least one (1) performance evaluation.

B. Seniority

1. When an employee successfully completes their probationary period, seniority shall be defined from the date of hire in the bargaining unit. In the case of a tie, the application date will be used to determine seniority.
2. Seniority rights shall cease for any of the following reasons:
 - a. Voluntary resignation or retirement from the College.
 - b. Discharge or termination that is not overturned through the grievance procedure.
 - c. If the employee is absent from work for three (3) consecutive working days without advising the College of the cause for such absence unless circumstances prevent notification.
 - d. An employee who is transferred or accepts a position with the College, but outside the bargaining unit, shall retain but not accrue their bargaining unit seniority. Bargaining unit seniority shall be restored upon return to a bargaining unit position.

**ARTICLE 5
HOURS OF WORK**

A. General Provisions

1. Work Week

- a. The normal work week for forty (40) hour/week employees shall consist of five (5) eight (8) hour days, generally Monday-Friday, exclusive of lunch periods, followed by two (2) consecutive days off.
- b. A normal work week of thirty (30) to forty (40) hours/week employees will also be established and include lunch and/or break periods, followed by two (2) consecutive days off.
- c. A different schedule of forty (40) hours in a work week may be maintained in some departments. Employees working 30-40 hours/week may also have an adjusted work week.

Examples (not an exhaustive list) of normal work hours are:

Monday-Friday: 7:00am-3:30pm or

Monday-Friday: 7:30am-4:00pm or

Monday-Friday: 8:00am-4:30pm

- d. Each department will list their normal hours of operation and which positions cover those hours.
- e. An employee shall be notified by email of any temporary change in their normal work week schedule at least three (3) working days (72 hours) prior to the change.
- f. When an employee's schedule is temporarily altered without sufficient notice, the employee shall be paid at the overtime rate for hours worked outside their original schedule.
- g. Employees are entitled to two (2) fifteen minute paid breaks and a thirty (30) minute unpaid lunch. Breaks and lunch are intended to relieve the employee from duty. The supervisor determines the break/lunch schedule for the department. The supervisor will work with employees in the department to ensure there is adequate staffing.

Options include:

1. Sixty (60) minute lunch period, (thirty (30) minutes paid and thirty (30) minutes unpaid), or

2. One thirty (30) minute unpaid lunch and two (2) fifteen (15) minute duty-free, paid breaks.
3. Employees will not change their workday hours (e.g. no lunch, leave early) unless approved by the supervisor in advance.

2. Summer Business Hours

- a. Summer hours are determined by the Administration of the College. It is customary to begin summer hours the Monday after Winter Semester is finished.
- b. The College Administration determines the date of return to regular hours. It is customary to return on the Monday of the second week of August.
- c. Generally accepted summer business hours are:

Monday-Thursday: 7:30am-5:00pm and
Friday: 8:00am-noon

B. Overtime

1. The College reserves the right to require employees to work reasonable amounts of overtime.
2. All overtime must be approved in advance by the employee's supervisor.
3. Overtime must first be offered to the employee who regularly performs the work.
4. All overtime shall be divided as evenly as practicable within the same department and classification.
5. Overtime pay shall be given for any hours worked in excess of forty (40) hours in a work week. For computing overtime pay, all paid holiday and vacation hours and emergency College closures will be considered time worked. Sick time is excluded from the calculation of overtime.
6. Overtime pay shall be computed at one and one-half (1½) times the employee's hourly rate of pay.
7. Employees may choose compensatory time off that is not less than one and one-half (1½) hours for each hour of work for which overtime compensation is required. Compensatory time must be utilized within sixty (60) calendar days unless an exception to the 60-day rule is approved by the supervisor. Scheduling the use of compensatory time must be approved by the supervisor. Payroll will be notified of any compensatory time. Any compensatory time remaining on June 30th will be paid out in

the next paycheck unless use of the compensatory time at a later date is approved by the supervisor. Payroll must be notified that the time will roll over.

8. An employee's normal schedule shall not be changed, except as described above in A.1.e. to avoid payment of overtime.
9. When an employee is required to work on a day other than a normal workday, they will be guaranteed at least four (4) hours of overtime pay.
10. If an employee is called in to work unexpectedly, the employee shall be paid for the actual time worked at the rate of time and one-half (1½), or a minimum of two (2) hours, whichever is greater.
11. Overtime earned prior to ratification of this contract shall be retained by the employee.

C. Emergency Closure

1. In case of closure that is outside of the College's control (i.e., severe weather, mechanical failure, public health situation), members of the bargaining unit will not be required to work but will be paid for the hours they were scheduled to work at their regular rate of pay. No sick or vacation time will be charged to the employee, even if they were on sick or vacation leave at the time of the closing.
2. Employees are not to be on campus when the campus is officially closed.
3. Employees required to work remotely or to report to campus during such a closing, will be paid at the overtime rate for all hours worked during the closure.

ARTICLE 6 CLASSIFICATIONS AND VACANCIES

A vacancy shall be defined as a newly created bargaining unit position, a current position that is not filled or a position that is reclassified.

A. New Classification

1. When a new job classification is established and placed within the existing bargaining unit, the Union President shall be notified in writing of the job title, job description and rate of pay for the new classification. The Executive Director of Human Resources, or their designee, will meet with the Union President to review the new classification.
2. The Union President may request that the Position Review Committee (PRC) (see Appendix E) review all aspects of the position. This request for PRC review must be made in writing within five (5) working days from the date of the meeting with the Executive Director of Human Resources. The PRC will meet with the Executive Director of Human Resources and the hiring manager. If the parties cannot mutually agree on job placement, such dispute may be submitted to the grievance procedure contained in this agreement. The rate of pay for the new classification will be retroactive to the date of hire to the new classification.

B. Promotions and Transfers

1. If a bargaining unit employee is offered a position that is to a higher grade than previously held by the employee, the employee will move to a rate on the salary schedule of the new grade that represents an increase that is not less than 4% greater than the employee's previous rate.
2. If an employee transfers to a position that is a lower grade than previously held by the employee, the employee will move to a rate on the salary schedule of the new grade that represents the closest rate to their current rate of pay. If the grade does not have a rate higher than the employee's current rate, the employee will move to the highest rate of the new grade.
3. A transferred or promoted employee shall serve a trial period of thirty (30) calendar days at the rate of pay for the vacant or newly created position. Prior to the expiration of the trial period, the employee at their discretion, or at the discretion of the College, may be returned to their former position. The trial period can be extended another thirty (30) calendar days with agreement between the parties. If the College terminates the trial period, the College shall furnish the employee with the written reason or reasons that the employee's work performance was not satisfactory. The College's decision to terminate the trial period is not subject to the grievance procedure. During the trial period, the College may temporarily fill that employee's vacated position.

C. Revised Classification/Position

1. As a result of changes in required skills, responsibilities, and/or other job factors, a position may be reviewed for a change in grade level. A grade level change may be requested by the employee, the employee's immediate supervisor, or the Union. The Executive Director of Human Resources, or their designee, will meet with the Union President to review the requested change.
2. The Union President may request that the PRC review the reasons for the change, the new skills, responsibilities, and the recommended pay. This request for a PRC review must be made in writing within five (5) working days from the date of the meeting with the Executive Director of Human Resources. PRC will meet with the Executive Director of Human Resources and the hiring manager. If the parties cannot mutually agree on the changes in required skills, responsibilities and other job factors, such dispute may be submitted to the grievance procedure contained in this agreement.
3. In the case of a reclassification to a lower level than the current classification, the incumbent employee will retain their current rate of pay (red circled) until their rate of pay is less than the lower-level position.
4. In the case of a reclassification to a higher level than the current classification, the incumbent employee will receive an increased pay rate retroactive to the date the request for reclassification was filed.

D. Vacancies

1. Posting Procedure
 - a. Notice of all vacancies and newly created positions within the bargaining unit shall be posted via college email.
 - b. The posting will include position title, classification, department, minimum qualifications, starting date and pay rate. The notice will be posted internally for a minimum of five (5) business days before being posted outside the College. In circumstances where the position requires a specialized set of skills or knowledge, the College will notify the Union President in writing that advertising for internal and external candidates will be concurrent.
 - c. A copy of the posting will be provided to the Union President no later than the date of posting to campus. The President may post copies on the Union's bulletin board(s).

2. Application for Vacancies and Interview Process

- a. Employees who wish to be considered for the posted vacancy shall complete the on-line application process within the allotted time. There will be a separate application form for internal candidates.
- b. Interviews for the vacancy will begin with bargaining unit candidates who meet the minimum qualifications. Preference for awarding the position will be given to internal candidates. If there are multiple internal applicants, preference may be given to the applicant with the greater bargaining unit seniority.
- c. Employees who have applied for the position but were not selected shall be notified by the Human Resources Department.
- d. After all internal candidates who filed within the initial five (5) working days have been interviewed and found not qualified for the job, internal candidates who applied after the initial five (5) days and outside applicants may be considered for the position.

E. Unit Preservation

The College will not use temporary or casual employees, or temporary help agency employees, for the primary purpose of permanently reducing or eliminating the bargaining unit.

ARTICLE 7
PERFORMANCE REVIEW

A. **Purpose**

The purpose of performance review is to establish a continuous improvement process focused on an employee's job skills, accomplishments, future goals and professional growth and development.

B. **Performance Review Schedule**

1. Probationary employees shall receive a written performance review by their immediate supervisor twice during their ninety (90) calendar day probationary period; once at the end of the first thirty (30) calendar days and once at the end of ninety (90) calendar days.
2. Non-probationary employees shall receive an annual written performance review by their immediate supervisor.

C. **Performance Review Process**

1. All performance reviews shall be reduced to writing using the form provided by the Human Resources Department, located in Appendix C. The employee and supervisor will meet and discuss the review. Both the supervisor and the employee sign the performance review. Their signatures are an acknowledgement of receipt of a copy of the review but does not indicate agreement. Employees will receive a copy of the signed performance evaluation for their file.
2. If an employee receives an overall rating of "Needs Improvement" or "Unacceptable," the reasons for the rating shall be explained and will include the specific ways in which the employee can improve along with the assistance and resources that will be provided by the Supervisor and the College.
3. An employee may provide a written rebuttal to the review. Such rebuttal will be submitted to the employee's supervisor within two (2) weeks of the date the evaluation was signed. Additional dialogue between the employee and the supervisor will occur. The rebuttal will be attached to the performance review and placed in the employee's personnel file.
4. All performance reviews will be retained in the employee's personnel file in the Department of Human Resources.

**ARTICLE 8
LAYOFF AND RECALL**

A. Layoff

1. Layoff is defined as a reduction in the work force. The College has the right to layoff personnel and determine the department(s) and position(s) in which reductions will be made.
2. The Union will be given the opportunity to discuss the circumstances with the College prior to the effective date of the layoff. Where practicable, the College will attempt to reassign the bargaining unit member to the same or higher level rather than lay off. Layoff shall never be utilized for punitive purposes.
3. Part-time or temporary employees shall not be utilized to fill the positions previously held by laid off bargaining unit members, nor shall they be used to perform the duties of the laid off bargaining unit members.
4. For layoff and recall, bargaining unit seniority shall apply, provided that the more senior member retained has the necessary qualifications based on the job description to perform the required work.
5. An employee subject to layoff shall be entitled to any vacancy at or above their current level provided they are qualified for the position as outlined in the job description.
6. At their discretion, an employee may accept a voluntary demotion to a vacant position provided they are qualified based on the job description of the position. Pay rates will be adjusted as described in Article 6.
7. Among probationary employees, seniority shall not apply. A probationary employee shall be laid off before an employee with seniority, provided the seniority employee is qualified to perform the required work.
8. Whenever a layoff is necessary, the College shall notify the employee and the Union at least ten (10) working days in advance of such layoff. Notwithstanding the above, the College, at its discretion, reserves the right to pay said employee the equivalent of ten (10) work days pay, in lieu of notice, and proceed with immediate layoff.

B. Bumping

1. An employee selected for layoff in accordance with the above procedure shall be entitled to displace (bump) any employee in the employee's position, or another position within the category, who has less bargaining unit seniority, so long as the employee retained has the necessary qualifications to perform the work.

2. Employees may bump into a position of less than equivalent employment status, so long as the employee retained has the necessary qualifications as defined in the job description to perform the work. Employees displacing another employee shall receive the pay rate applicable to the position bumped into.
3. An employee who accepts a lower classification position shall be restored to their former position if it becomes available within one (1) year from the date of demotion without utilization of the posting procedure.

C. Recall

1. A bargaining unit member who has been laid off shall be recalled to their former position or to a vacant position at the same level by inverse order of layoff, provided they have the qualifications to perform the work.
2. The period of recall is fifteen (15) months from the date of the layoff.
3. It shall be the employee's responsibility to notify the College of any change of address or telephone number.
4. Notification of recall from layoff shall be by certified mail, return receipt requested, to the employee's address currently on file with the College. A recalled employee shall not be required to report for work less than fourteen (14) days after notification. An employee who declines recall from a layoff or who, in the absence of extenuating circumstances, fails to return to work as scheduled shall be presumed to have resigned.
5. An employee recalled from layoff shall receive all contractual increases given during the layoff period.

ARTICLE 9
WORKERS COMPENSATION

An employee who is injured on the job, or whose injury or illness is directly related to the performance of job duties, should immediately report the injury, exposure, illness to their immediate supervisor. The employee should notify the Department of Human Resources within twenty-four (24) hours of the incident or as soon as possible but no later than the end of the next workday after the injury or illness.

A. Medical Benefits

State of Michigan Workers' Compensation provides all reasonable and necessary medical care, beginning at the time of the injury or illness, for treatment of a work-related injury or illness. Per state law, during the first twenty-eight (28) days of treatment, the College has the right to choose the employee's physician. After twenty-eight (28) days, the employee may choose the physician providing that the College is notified in writing.

B. Wage Loss Benefits

1. No Worker's Compensation wage loss benefits are paid for an injury which does not last for at least one week (7 days). However, the College will continue the employee's wages for up to the first seven (7) days of work time lost due to a work-related injury or illness. If the claim is not approved by the Bureau of Worker's Compensation, the employee will be responsible to refund the wages paid by the college or have the time credited to their sick or vacation leave.
2. The College will abide by State Workers Compensation laws for a disability that continues after the first seven (7) days.
3. Workers' Compensation benefits will be supplemented by accrued sick leave until exhausted, to maintain full-time status. When accrued sick leave time is exhausted, the employee may elect to use accrued vacation time to maintain full-time status. The employee may maintain one (1) week of vacation time if they so choose. Neither sick nor vacation time will accrue while the employee is on Worker's Compensation unpaid status.
4. Employees supplementing their Workers' Compensation benefits as stated above, shall receive full benefits (medical, dental, vision, disability, life) as if actively employed for up to nine (9) months. Employees will be required to continue to pay the employee's portion of the insurance premium, deductibles, and any applicable co-pays. If the employee is still disabled after nine (9) months, they may, at the employee's cost, continue insurance benefits according to federal COBRA laws. If the employee chooses not to continue insurance, benefits shall terminate.

5. Employees receiving Workers' Compensation benefits shall, for a period of six (6) months, be entitled to their former position upon return to work provided they are able to perform the essential functions of the position. If unable to perform the duties of their former position, they shall have priority for any vacancy at their current or lower classification level for one (1) year.

**ARTICLE 10
DISCIPLINARY ACTION**

A. Just Cause

Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.

B. Progressive Discipline

1. The parties subscribe to the principles of progressive discipline. Progressive discipline shall not be required in the case of a serious infraction which justifies immediate suspension or discharge.
2. Disciplinary action will normally follow the subsequent progression (for each situation):
 - Step 1. Oral warning
 - Step 2. Written reprimand
 - Step 3. Suspension (with or without pay)
 - Step 4. Dismissal
3. Generally, steps are not repeated; however, some circumstances may compel the supervisor to consider such action. Based on the seriousness of the offense, disciplinary action may not be progressive and result in immediate suspension or dismissal.
4. Disciplinary action shall be for stated causes with the employee having the right to defend themselves against all charges. All disciplinary action is subject to the grievance procedure. The employee shall have the right to Union representation at all disciplinary and investigative meetings. The employee and the Union representative shall be released from their regular duties to attend any disciplinary meetings.
5. Employees must comply with reasonable rules, regulations, and policies established by the College as long as such rules are not inconsistent with the provisions of this Agreement.

C. **Complaints**

1. If the College receives an allegation of misconduct against a bargaining unit member, it shall notify the member as soon as reasonably practical, but not more than five (5) working days after receiving the complaint. This date may be extended with mutual agreement.
2. The notification shall include a summary of the complaint.
3. A complaint not reported to a bargaining unit member shall not be used for disciplinary action.

D. **Investigations**

An employee subject to possible discipline will be interviewed by the College prior to a decision regarding disciplinary action. The College may consider an employee's prior disciplinary record, including evidence of positive or improved work performance. An employee shall, upon request, be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

E. **Disciplinary Reports**

1. Any disciplinary notice shall be placed in the disciplined employee's personnel record, with a copy given to the disciplined employee and another copy sent to the Union President. The employee may attach a response or rebuttal to the disciplinary notice. The employee's signature shall indicate receipt of the discipline only, not agreement with the discipline.
2. An employee may request the removal of a discipline from their personnel file after a period of two (2) years provided there is no other relevant discipline in the personnel file.

**ARTICLE 11
GRIEVANCE PROCEDURE**

A. Definition

A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

B. Procedure

1. Informal Level - An aggrieved bargaining unit member and/or designated Union representative shall discuss the matter with the employee's supervisor within ten (10) working days of the incident giving rise to the grievance or of the date upon which the grievant reasonably should have been made aware of the incident.
2. Step One
 - a. If the matter is not satisfactorily resolved at the Informal Level, the grievance shall be reduced to writing, using the form attached in Appendix B. The grievance shall be signed by the grievant and/or the designated Union representative and submitted to the supervisor within ten (10) working days of the discussion at the Informal Level.
 - b. A meeting to discuss the grievance shall be held within ten (10) working days of the date the grievance was submitted. The supervisor will respond to the grievance in writing within ten (10) working days of the meeting.
3. Step Two
 - a. If the matter is not satisfactorily resolved at Step One, if no meeting was held or no response was received, the grievance shall be moved to Step Two by the grievant and/or the designated Union representative. The grievance shall be submitted to the Executive Director of Human Resources within ten (10) working days of the answer at Step One or the date on which the answer should have been received.
 - b. A meeting to discuss the grievance shall be held within ten (10) working days of the date the grievance was submitted at Step Two. The Executive Director of Human Resources will respond to the grievance in writing within ten (10) working days of the meeting.

4. Step Three

- a. If the matter is not satisfactorily resolved at Step Two, if no meeting was held or no response was received, the grievance shall be moved to Step Three by the grievant and/or the designated Union representative. The grievance shall be submitted to the appropriate Vice President within ten (10) working days of the answer at Step Two or the date on which the answer should have been received.
- b. A meeting to discuss the grievance shall be held within ten (10) working days of the date the grievance was submitted at Step Three. The appropriate Vice President shall respond to the grievance in writing within ten (10) working days of the meeting.

5. Step Four – Mediation (Optional)

- a. If the grievance is not resolved at Step Three, or if no written response is made within the above timeline, the Union may file the grievance to mediation through the Michigan Employment Relations Commission (MERC) within twenty (20) working days following receipt of the Step Three written response or of the date the response was due from the appropriate Vice President. A copy of the filing will be provided to the College by the Union.
- b. If the grievance is resolved through mediation, the resolution shall be memorialized in writing and be final and binding upon the parties. If the Union does not elect to submit the grievance for mediation, the Union may proceed to binding arbitration.

6. Binding Arbitration

- a. If the grievance is not resolved at Step Three or the Union does not submit the grievance to mediation, or the grievance is not resolved at mediation, the Union may submit the grievance to binding arbitration. The Union shall file a written request for a list of arbitrators with the American Arbitration Association and deliver a copy of the request to the College's Executive Director of Human Resources within thirty (30) working days after either: (1) the final mediation session, or (2) the deadline for the Step Three written grievance, whichever is later.
- b. The powers of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- c. Should either Party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability.

- d. The arbitration shall be held in accordance with Michigan's Uniform Arbitration Act, PA 371 of 2012.
- e. The decision of the arbitrator shall be binding on all parties involved. However, each Party reserves the right to challenge the arbitration award in a court of competent jurisdiction if either party determines that the arbitrator exceeded their jurisdiction or has arrived at an award fraudulently or by improper means.
- f. The result of the arbitrator's decision shall be implemented within ten (10) working days of receipt of the decision unless the decision is challenged as stated above. Extension of this time limit may be mutually agreed upon in writing.
- g. The fees and expenses of the Arbitrator shall be shared equally by the College and the Union.
- h. The arbitration shall be held on the College's main campus, unless otherwise agreed by the Parties.

C. Miscellaneous

- 1. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended in writing by mutual agreement.
- 2. The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, breaks between semesters, holidays, and days the College's administrative offices are closed.
- 3. Days on which grievances are submitted shall not be included when calculating an applicable timeline in this article.
- 4. All non-privileged and relevant documents, communications, and records necessary for processing any grievance, pursuant to the Public Employment Relations Act (PERA), shall be provided to the Union within a reasonable time from the date of the request.
- 5. The grievance shall not be presented to, or decided upon, by an administrator responsible for rendering a written response at a previous level.
- 6. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants; except, the final disposition (including the arbitrator's decision/award) which may be maintained in the personnel file of the grievant.

7. No reprisals or adverse employment action will be taken by or against any party of interest or any participant in this process by reason of such participation.
8. Grievances shall be presented and handled in such a manner as to not interfere with the day-to-day orderly conduct of the College. All hearings and meetings shall normally be scheduled to avoid any interference with scheduled classes or office hours, but, when necessary, participants will be released with pay and without use of leave time from other work duties. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all people entitled to be present, including witnesses, to attend.
9. The grievant shall have the right to Union representation at all levels of the grievance procedure.
10. A grievance may be withdrawn by the grievant(s) or the Union at any step of the procedure.

**ARTICLE 12
PAID TIME OFF**

A. General Provisions

1. Paid leave shall begin to accrue immediately upon hire but may not be used until the employee has been on the payroll for thirty-one (31) calendar days.
2. All requests for leaves of absence shall be made initially with the employee's immediate supervisor.
3. Accrued leave time (vacation, sick and personal) may be taken and reported in one half (.5) hour increments.
4. Paid leave will be counted as continuous time worked for benefits.
5. If a paid holiday falls within an employee's approved paid leave, the day will not be charged to the employee's vacation or sick time.
6. An employee shall not accrue sick, and vacation leave during an unpaid leave of absence.
7. Employees shall retain all leave days accumulated prior to the ratification of the Agreement.

B. Vacation

1. Accrual
 - a. The following schedule shows the vacation accruals for members of the bargaining unit. Vacation is credited at the end of each month.

<u>Service Years</u>	<u>Earned per month</u>	<u>Annual Accrual</u>
Upon Hire – 10 th year	10 hours	120 hours
11 th – 15 th year	13.34 hours	160.08 hours
16 th year forward	14.67 hours	176.04 hours

- b. An employee who has had continuous employment with the College but, at some time during their employment goes from full-time to part-time and then back to full-time, shall have their years of service full and pro-rated part-time, (i.e. two (2) years of half-time equals one (1) of full-time counted in determining vacation accrual. A full-time employee who leaves employment with the College, but later returns within six (6) months as a full-time employee, shall have their

previous full-time years with the College counted in determining vacation accrual.

2. Advanced Vacation Time

The use of vacation days before they are earned shall only be granted under special circumstances and shall be limited to five (5) days. The employee must submit a written request for such advancement to their immediate supervisor and must be approved by the Vice President of Finance and Administration. Vacation days used before they are earned must be repaid if employment is terminated.

3. Vacation Time Usage

- a. An employee may use their vacation leave at any time with permission of their supervisor.
- b. The supervisor or designee must respond to the request for use of time no more than two (2) workdays following the request. If the vacation is denied, the supervisor will meet with the employee to determine a mutually agreed schedule for use of the vacation time.
- c. If an employee experiences illness or accident during their vacation, they may submit a request to change the vacation time to sick time.
- d. An employee may carry over any unused vacation time from one fiscal year to the next with a maximum accumulation of one years' worth of vacation time. Under unusual circumstances, permission for carrying over vacation in excess of one (1) year, may be granted by the President of the College. Such requests must be in writing and include the reasons why the employee was unable to take their earned vacation. The request will include a plan to take the overage in near future. A copy of such request will be given to the employee's supervisor and the Human Resources Department.
- e. If an employee is laid off, retires, or leaves employment at the College, their accrued vacation pay will be included in their final paycheck.

C. **Sick Leave**

1. Accrual

Sick leave is accrued at the rate of eight (8) hours for each month of service. There is no limit on the amount of sick leave time that can be accumulated; however, a maximum of ninety (90) days can be used at a time.

2. Advanced Sick Time

An employee may, under special circumstances, be granted up to ten (10) sick days in advance. Requests for such advancement must be made by the employee to their immediate supervisor and must be approved by the Vice President of Finance and Administration. Sick days used before they are earned must be repaid if employment is terminated.

3. Sick Time Usage

- a. An employee must notify their supervisor as soon as possible when they are unable to report to work due to illness.
- b. In addition to illness, injury or exposure to a contagious illness requiring quarantine, sick leave may also be used for medical, dental or vision appointments.
- c. Sick leave may be used in one half (.5) hour increments.
- d. Employees who have exhausted their sick leave time, but are still unable to return to work, may use vacation time for their continued absence.

D. **Family and Medical Leave (FMLA)**

1. Leave provisions of this Agreement shall be construed consistent with the requirements of the FMLA. FMLA is considered by federal and state law as an unpaid leave.
2. Use of more than three (3) consecutive days of paid or unpaid sick leave may entitle the employee to the use of FMLA. If qualified, FMLA will apply and runs concurrently with paid sick leave.
3. If the leave provisions under this Agreement are more generous than FMLA, this Agreement shall prevail.

E. **Personal Leave**

1. An employee is granted two (2) paid personal leave days from their accumulated sick leave annually, which may be taken in one half hour (.5) increments. Personal leave may be taken with the approval of the supervisor. An explanation of the need for personal time is not required.
2. Except in case of an emergency, the employee must notify their immediate supervisor of their intent to use personal time twenty-four (24) hours in advance.
3. There is no carryover of unused personal leave from one fiscal year to the next.

F. **Holidays**

1. Scheduled paid holidays and scheduled paid vacation days are approved by the Board of Trustees and are in addition to a full-time employee's earned vacation. Paid holidays and scheduled paid vacation days for the duration of the contract are listed in Appendix H.
2. Dates for scheduled paid holidays and scheduled college paid vacation days for future years will be established by the Board of Trustees.
3. Eligible employees under these provisions shall receive their regular base rate for each scheduled paid holiday and each scheduled paid vacation day.
4. If an employee works on any day designated above, they shall be paid for such work at the rate of one and one-half times the straight-time base hourly rate, in addition to regular holiday pay.
5. Employee must work the scheduled work day before and after college-scheduled paid holidays and scheduled paid vacation days to receive holiday pay, with the exception of personal, vacation, FMLA, and bereavement days pre-approved by the employee's supervisor.

G. **Bereavement Leave**

1. Bereavement leave will be granted in the event of death of any member of the employee's immediate family. Immediate family is defined as: spouse, child, mother, and father. The employee may use up to five (5) consecutive bereavement days. Documentation must be provided that verifies the time requested and the relationship the employee has with the deceased.
2. Up to three (3) consecutive days will be granted in the event of death of step-father, step-mother, parents in-law, foster parents, grandparents, grandchildren, brother, sister. Documentation must be provided that verifies the time requested and the relationship the employee has with the deceased.
3. One (1) day bereavement leave for death of employee's or spouse's uncle, aunt, nephew, niece.
4. Funeral or bereavement leave is not an accrued benefit, and time is not earned or accumulated. Bereavement leave is intended to provide employees with an opportunity to make funeral arrangements and have time away from work when an employee experiences the loss of a family member.

5. One-half (1/2) day sick or vacation time may be used for attendance at a funeral for non-immediate family members.

H. **Jury Duty**

A bargaining unit member who is summoned and reports for jury duty or is subpoenaed and reports as a witness for college related business, shall receive a leave of absence and shall be paid at the employee's regular hourly rate. All jury duty fees and witness fees shall be turned over to the College. Meals, travel, and lodging reimbursement shall be the responsibility of the employee.

I. **Vacation Donation Program**

1. Bargaining unit members are eligible to voluntarily participate in the Vacation Donation Program which is administered by the College.
2. See criteria for donating and for making a request to use donated time in the Board Policy.

J. **Voting**

Employees will be allowed to use up to two (2) hours of flex time (to be made up during the week the election takes place) to vote in state and national elections.

ARTICLE 13
UNPAID LEAVES OF ABSENCE

A. General

1. An unpaid leave of absence of up to twelve (12) consecutive months may be granted to non-probationary employees for the following reasons: education, medical leave, childcare, or military service as approved by the College. Leaves for personal reasons may be granted up to thirty (30) consecutive days. A request for an additional thirty (30) consecutive days will be considered. The Union will not have the right to grieve the outcome of a request for unpaid time.
2. All requests for leaves of absence with supplemental documentation as requested by Human Resources, must be in writing and submitted to the Executive Director of Human Resources. Such a request should include the reason for the leave, the date (or estimated date) that the leave will begin and a projected date for return to work.
3. Accrued vacation days may be used for any leave. Use of sick days is specific for each type of leave.
4. Except as otherwise expressly provided in this Agreement, all unpaid leaves of absence are without pay and granted at the sole discretion of the College. Benefits (including, but not limited to, vacation, sick, personal, holidays, and insurance benefits) are not provided during any leave of absence without pay with the exception of FMLA and personal leave. Employees have the option of COBRA to continue health insurance benefits. All accrued benefits are frozen until return from such leave.
5. Seniority does not accrue during any unpaid leave of absence. At the conclusion of an unpaid leave of absence, an employee will be returned to the position from which the leave was taken unless it has been eliminated or filled. Otherwise, an employee returning from an approved leave of absence will be returned to another position that the employee is qualified to perform in the same salary level, if available and seniority permitting.

B. Disability Leave

A non-probationary employee who has exhausted all leave rights under Family/Medical Leave may apply for long term disability.

**ARTICLE 14
BENEFITS**

Health, dental, vision, and life insurance coverage will begin the first of the month following the date of hire.

A. Medical Insurance

1. For the 2023-24 fiscal year, The College shall contribute towards the health insurance premiums and health savings accounts (if applicable) for the covered employee and the employee's family through Priority Health.
2. For the life of the contract, the maximum contribution of the College towards the premiums shall not exceed the applicable annual hard cap for coverage in effect under Public Act 152.
3. Employees shall pay any premium difference over the hard cap. The premium contributions required for an employee's participation in a College sponsored group health plan shall be deducted from their paychecks over 26 pays on a pre-tax basis.
4. Health insurance plans available under this Agreement for 2023-24, and the employee's premium sharing cost for the 2023-24 fiscal year, are as follows. A more detailed description of these insurance coverages is provided in plan booklets provided by the insurance carrier.
 - a. Priority Health, PPO, Plan 1, High Deductible Health Plan Schedule of benefits dated 7/1/2023, or
 - b. Priority Health, HMO, Plan 2 High Deductible Health Plan Schedule of benefits dated 7/1/2023.
5. The employee premium-sharing cost for the 2023-24 fiscal year (26 pays) is:

	<u>PPO</u>	<u>HMO</u>
	\$2,000/4,000	\$2,000/4000
	80/20	80/20
Single	\$34.43	\$11.08
Employee + 1	\$78.68	\$25.32
Family	\$85.09	\$27.28

6. For the 2024-25 fiscal year, the College shall select the plan and carrier and contribute towards the hard cap of the health insurance premiums and health savings account (if

applicable). The intention of the College is to maximize coverage at the least amount of out of pocket expense for employees. Open enrollment will be held in June 2024.

B. **Carriers/Plans**

For the 2025-26 fiscal year, an insurance selection committee will be established. The committee will be comprised of an equal number of representatives from the College and the Union, each selected by the respective parties. The College may invite members of other employee groups to participate in committee activities. The joint committee will participate in the presentation of market review of healthcare plans and consider the needs and interests of the employees and the College in choosing plans and carrier(s). If a mutual agreement cannot be reached by May 1, 2025, the College shall select plans and a carrier with the intention to maximize coverage at the least amount of out-of-pocket expense for employees. The College will contribute towards the hard cap of the health insurance premiums and health savings accounts (if applicable).

C. **Opt-Out**

The College will provide a medical health insurance opt-out stipend of \$1,500. The stipend of \$1,500 per year, will be distributed in equal payments throughout the year.

D. **Life Insurance**

The College shall provide a \$30,000 life insurance and accidental death and dismemberment insurance policy for each employee. Additional insurance may be available on a payroll deduction basis.

E. **Long-Term Disability Insurance**

Employees will be covered for disability insurance paid in full by the College. Compensation under this policy begins ninety (90) days after the disability occurs and continues for the duration of the disability or to age 65. The amount of compensation will be equal to 60% of the employee's regular annual earnings less any other benefit as listed by policy.

F. **Dental Care**

The College shall pay the premiums for dental care insurance for all eligible employees of the bargaining unit and their eligible dependents. Benefits are as described in the Blue Cross/Blue Shield Dental coverage summary dated 7/1/2023.

G. **Vision Care**

The College shall pay the premiums for vision care insurance for all eligible employees of the bargaining unit and their eligible dependents. Benefits are as described in the Blue Cross/Blue Shield Vision coverage summary dated 7/1/2023.

H. **Flexible Spending Account**

Uninsured health care and dependent care flexible spending accounts will be available. Pre-tax dollars are used to fund the accounts. Reimbursement will be sent directly to the Support Staff member.

I. **Retirement**

1. The College will make the required contributions for employees for the Michigan Public School Employees Retirement System (MPERS).
2. **403(b) Plan**. Employees are eligible to participate in a 403(b) Plan. A 403(b) Plan is a voluntary individual supplementary retirement program under which contributions made by the employee are tax-deferred until paid as a benefit or otherwise made available. A salary reduction agreement must be signed by the employee and the College to begin participation in a 403(b) Plan and is available from the Payroll Office or the Office of Human Resources.

J. **Tuition-Free Classes**

1. Employees and their families (spouse and dependent children as defined by the IRS) may attend courses at the College, which are offered at hours outside their normal working hours, without payment of tuition or fees that pay for use of College-owned materials. Costs for books, manuals, or special fees (e.g., skiing) and lab fees for Lifelong Learning classes are not eligible for reimbursement and are the responsibility of the student. All other fees are eligible for reimbursement, including registration fees, technology fees, and credit by exam fees.
2. Exceptions to the “normal working hours” limitation may be made under the following conditions:
 - a. The class is required to fulfill the provisions of the employee’s declared curriculum.
 - b. The class is normally not scheduled at times other than during the employee’s normal working hours.

- c. In the event an exception to the policy as outlined above is necessary, an employee requesting to take a class during normal working hours shall submit, in writing, a request to the immediate administrative supervisor for approval.
3. This request must include the class title, class time, days of class meeting, and a plan for completing the forty-hour (40) workweek. No portion of the normal workday for which the employee is compensated by the College may be used for the purpose of making up time. A copy of this request shall be filed with the office of the Executive Director of Human Resources.
4. The provisions of this section may be extended to the spouse and dependent children of deceased support staff members who have completed ten (10) or more years of full-time service at the College and who were either actively employed or on approved leave at the time of death. Tuition for the spouse shall be limited to five (5) years from the date of death of the employee.
5. In the event that the supervisor requires the employee to attend a College class or workshop for training purposes, the time spent is considered work time.

**ARTICLE 15
COMPENSATION**

A. Salary Schedule

2019-2020
2020-2021
2021-2022
2022-2023

Support Staff Salary Schedule
2019-2020, and 2020-2021, and 2021-2022, and 2022-2023
Effective July 7, 2019

Step	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII	Grade IX
1	M	12.80	13.36	14.87	16.31	17.81	19.30	20.75	22.86
2	I	12.88	13.69	15.50	16.98	18.51	19.98	21.44	24.16
3	N	13.03	14.04	16.17	17.56	19.30	20.73	22.19	25.42
4	I	13.15	14.37	16.86	18.27	20.00	21.37	22.88	26.73
5	M	13.36	14.77	17.53	18.93	20.75	22.09	23.59	28.02
6	U	13.53	15.13	18.25	19.58	21.47	22.86	24.29	29.35
7	M	13.62	15.46	18.93	20.21	22.24	23.49	25.02	30.65
8		13.78	15.85	19.59	20.84	23.01	24.27	25.74	31.95
9	W	13.94	16.17	20.30	21.53	23.70	24.99	26.46	33.25
10	A	14.07	16.52	20.96	22.19	24.47	25.69	27.15	34.52
11	G	14.24	16.91	21.67	22.86	25.23	26.37	27.88	35.91
12	E	14.37	17.26	22.33	23.47	25.93	27.12	28.55	37.18

2023-2024

B. At Ratification

1. Each bargaining unit member will be placed on the NEW Salary Schedule at a step that reflects at least a 4% pay increase.
2. Those 3 individuals on Step 12, that did not receive a step increase on 7/1/2023 due to being stepped out, will receive a step after being placed on the new Salary Schedule, per the above.

C. New Salary Schedule*

1. Starting with Step 3 for each of the Grades
2. 3% between Steps
3. Extended the schedule to 20 Steps

* See Appendix A for new salary schedules

D. 2025-2026*

1. One percent (1%) increase to Step 1 of the salary schedule.
2. Which in turn will increase the entire salary schedule by 1%.
3. The 3% between Steps will be maintained between Steps.
4. Effective July 1, 2025

* See Appendix A for new salary schedules

E. Step Increases

1. Any employee who has not reached the maximum step for that position will be advanced on the salary schedule one step for a year's service at the time the new fiscal year salary schedule become effective.
2. Any employee who has not worked a full year at the College, but whose date of employment is prior to the College's first working day in February, will be eligible for step advancement on the next fiscal year's salary schedule. This date also applies to all grade reclassifications.

F. New Hires

1. Experience
 - a. Initial placement on the salary schedule will be advanced one step for each year of prior related full-time experience above what is required at entry level. This experience must have been acquired within the last ten (10) years.
 - b. The maximum advancement at initial placement for experience may not exceed two (2) years.
2. Education
 - a. Initial placement on the salary schedule will be advanced one step for each year of college education above what is required at entry level. A year of college education will be considered at thirty (30) semester credit hours toward a degree program. Certificate and other formal programs will be evaluated on an individual basis by the Executive Director of Human Resources.
 - b. The maximum advancement at initial placement for education may not exceed two (2) years.

3. Experience and Education

Total maximum advancement at initial placement for a combination of experience and education shall not exceed two (2) years; thus, Step 3 is the maximum initial placement step above what is required at entry level.

G. Recognition of Further Education

The College recognizes the value of additional education. A bargaining unit member who earns a bachelor's degree during employment, in a subject that is relevant to a position at the college, will be rewarded with a \$750 bonus.

H. Signing Bonus

Each bargaining unit member will receive \$500 upon ratification. The bonus will be paid by the 2nd pay after ratification. This is a one (1) time event. Bargaining unit members may also choose to have this bonus deposited pre-tax in a qualified HSA account.

ARTICLE 16
MISCELLANEOUS

A. Whole Contract

1. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, or added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. This Agreement supersedes and cancels all previous written agreements between the parties.
2. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. That said, matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

B. Copies of Agreement

This Agreement shall be posted on the College's website by the College within sixty (60) days after the Agreement is ratified by both parties.

C. Duration

This Agreement shall be effective upon ratification by both parties and shall expire on October 23, 2026.

**ARTICLE 17
CONFORMITY TO LAW**

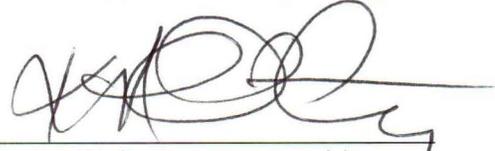
This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision or application of this Agreement shall at any time be held contrary to law, then such provision or application shall be deemed void and inoperative. All other provisions or applications shall continue in full force and effect.

Monroe County Community College
Support Staff Union, MEA / NEA

By: 
Christopher Gossett, President

Date: 10/11/2023

Monroe County Community College

By: 
Dr. Kojo Quartey, President

Date: 10/11/23

Appendix A
SALARY SCHEDULES

2023-24 and 2024-25 Salary Schedule

Step	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
1	\$16.17	\$17.56	\$19.30	\$20.73	\$22.19	\$25.42
2	\$16.66	\$18.09	\$19.88	\$21.35	\$22.86	\$26.18
3	\$17.15	\$18.63	\$20.48	\$21.99	\$23.54	\$26.97
4	\$17.67	\$19.19	\$21.09	\$22.65	\$24.25	\$27.78
5	\$18.20	\$19.76	\$21.72	\$23.33	\$24.98	\$28.61
6	\$18.75	\$20.36	\$22.37	\$24.03	\$25.72	\$29.47
7	\$19.31	\$20.97	\$23.05	\$24.75	\$26.50	\$30.35
8	\$19.89	\$21.60	\$23.74	\$25.50	\$27.29	\$31.26
9	\$20.48	\$22.24	\$24.45	\$26.26	\$28.11	\$32.20
10	\$21.10	\$22.91	\$25.18	\$27.05	\$28.95	\$33.17
11	\$21.73	\$23.60	\$25.94	\$27.86	\$29.82	\$34.16
12	\$22.38	\$24.31	\$26.72	\$28.70	\$30.72	\$35.19
13	\$23.05	\$25.04	\$27.52	\$29.56	\$31.64	\$36.24
14	\$23.75	\$25.79	\$28.34	\$30.44	\$32.59	\$37.33
15	\$24.46	\$26.56	\$29.19	\$31.36	\$33.56	\$38.45
16	\$25.19	\$27.36	\$30.07	\$32.30	\$34.57	\$39.60
17	\$25.95	\$28.18	\$30.97	\$33.27	\$35.61	\$40.79
18	\$26.73	\$29.02	\$31.90	\$34.26	\$36.68	\$42.02
19	\$27.53	\$29.89	\$32.86	\$35.29	\$37.78	\$43.28
20	\$28.35	\$30.79	\$33.84	\$36.35	\$38.91	\$44.57

2025-26 Salary Schedule

Step	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
1	\$16.33	\$17.74	\$19.49	\$20.94	\$22.41	\$25.67
2	\$16.82	\$18.27	\$20.08	\$21.57	\$23.08	\$26.44
3	\$17.33	\$18.82	\$20.68	\$22.21	\$23.78	\$27.24
4	\$17.85	\$19.38	\$21.30	\$22.88	\$24.49	\$28.05
5	\$18.38	\$19.96	\$21.94	\$23.57	\$25.22	\$28.90
6	\$18.93	\$20.56	\$22.60	\$24.27	\$25.98	\$29.76
7	\$19.50	\$21.18	\$23.28	\$25.00	\$26.76	\$30.66
8	\$20.09	\$21.81	\$23.97	\$25.75	\$27.56	\$31.58
9	\$20.69	\$22.47	\$24.69	\$26.52	\$28.39	\$32.52
10	\$21.31	\$23.14	\$25.43	\$27.32	\$29.24	\$33.50
11	\$21.95	\$23.84	\$26.20	\$28.14	\$30.12	\$34.50
12	\$22.61	\$24.55	\$26.98	\$28.98	\$31.02	\$35.54
13	\$23.29	\$25.29	\$27.79	\$29.85	\$31.95	\$36.61
14	\$23.98	\$26.05	\$28.63	\$30.75	\$32.91	\$37.70
15	\$24.70	\$26.83	\$29.48	\$31.67	\$33.90	\$38.83
16	\$25.44	\$27.63	\$30.37	\$32.62	\$34.92	\$40.00
17	\$26.21	\$28.46	\$31.28	\$33.60	\$35.96	\$41.20
18	\$26.99	\$29.31	\$32.22	\$34.61	\$37.04	\$42.44
19	\$27.80	\$30.19	\$33.19	\$35.64	\$38.15	\$43.71
20	\$28.64	\$31.10	\$34.18	\$36.71	\$39.30	\$45.02

**Appendix B
GRIEVANCE FORM
MC3SSU**

Grievance Issue

Grievance Number

Grievant(s') Name(s):

Grievant(s') Email:

Grievant's Phone:

Grievant(s') College Position/Title(s):

Contract Article(s) Alleged to Be Violated:

Date(s) of Alleged Violation:

Describe with specificity how the cited Article(s) of the Contract was/were alleged to have been violated (may attach additional pages):

Requested Relief:

Grievant(s') Signature(s):

Date:

INFORMAL DISCUSSION
(Supervisor)

Request Received By:

Date:

Date of Informal Discussion:

Individuals in Attendance:

Supervisor's Response:

Signature of Supervisor:

Date:

Response Received By:

Date:

STEP ONE
(Supervisor)

Submitted to Step One By:

Date:

Received By:

Date:

Date of Step One Meeting:

Individuals in Attendance:

Supervisor's Response:

Supervisor's Signature:

Date:

Response Received By:

Date:

STEP TWO
(Executive Director of Human Resources)

Submitted to Step Two By:

Date:

Received By:

Date:

Date of Step Two Meeting:

Individuals in Attendance:

Executive Director of Human Resources Response:

Executive Director of Human Resources Signature:

Date:

Response Received By:

Date:

STEP THREE (Vice President of Grievant)

Submitted to Step Three By: _____ Date: _____

Received By: _____ Date: _____

Date of Step Three Meeting: _____

Individuals in Attendance: _____

Vice President's Response: _____

Vice President's Signature: _____ Date: _____

Response Received By: _____ Date: _____

Mediation (Optional)

Submitted to Mediation By: _____ Date: _____

Mediation Request Received By: _____ Date: _____

Mediator: _____ Date of Mediation: _____

Individuals in Attendance: _____

Grievance Resolution: _____

STEP FOUR (Arbitration)

Submitted to Arbitration By: _____ Date: _____

Arbitration Request Received By (HR) _____ Date: _____

Arbitrator: _____

Arbitration Outcome: _____



Appendix C PERFORMANCE REVIEW FORM

Performance Appraisal for Support Staff

Employee Name: _____ Position: _____
 Supervisor Name: _____
 Review Period: _____ Date: _____

Due to Human Resources Department by

Ratings:

- Excellent (consistently exceeds standards)
- Outstanding (frequently exceeds standards)
- Satisfactory (generally meets standards)
- Needs improvement (frequently fails to meet standards)
- Unacceptable (fails to meet standards)
- N/A if not applicable to position

	Excellent	Outstanding	Satisfactory	Needs Improvement	Unacceptable
Job knowledge Knowledge of products, policies and procedures; OR knowledge of techniques, skills, equipment, procedures, and materials. Comments:					
Quality of work Freedom from errors and mistakes. Accuracy, quality of work in general. Comments:					

<p>Quantity of work Productivity of the employee. Comments:</p>					
<p>Reliability The extent to which the employee can be depended upon to be available for work, to complete work properly, and complete work on time. The degree to which the employee is reliable, trustworthy, and persistent. Comments:</p>					
<p>Initiative and creativity The ability to plan work and to proceed with a task without being told every detail and the ability to make constructive suggestions. Comments:</p>					
<p>Judgment The extent to which the employee makes decisions that are sound. The ability to base decisions on fact rather than emotion. Comments:</p>					

<p>Cooperation Willingness to work harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures. Comments:</p>					
<p>Dependability Consistency in coming to work on time for scheduled work hours. Adapts to change when needed to help meet staffing needs. Comments:</p>					
<p>Communication Follows College/Department practices for communication; appropriately handles confidential information; clear and concise messaging. Comments:</p>					
<p>Diversity Embraces diversity of thoughts and respects differences in people. Attends diversity events. Comments:</p>					

<p>Safety, Care and utilization of equipment and supplies Follows College/Department procedures for the use and care of resources. Understands Emergency Procedures. Comments:</p>					
<p>Adherence to Code of Ethics, Civility and Respect Treats employees, students and guests with respect and courtesy. Comments:</p>					

Training Modules Completed:

All mandatory trainings

Noteworthy accomplishments during this review period:

If applicable, areas requiring improvement in job performance (attach the performance improvement plan for any areas rated needs improvement or unacceptable):

If applicable, actions taken to improve performance from the previous review:

Professional development goals:

Employee comments:

What can my supervisor do to help support me in my position?

Signatures acknowledge that this form was discussed and reviewed.

Employee signature:

Date:

Supervisor signature:

Date:

Appendix D
CLASSIFICATION TITLES
Full-Time Support Staff

Grade IV 1201- 1350 Points

Cashier
Receiving Clerk
Student Success Support Specialist

Grade V 1351-1500 Points

Administrative Assistant to the Director of Campus Planning & Facilities Operations
Administrative Assistant for Workforce Development and Experiential Learning
Administrative Assistant to the Director of Purchasing & Auxiliary Services
Administrative Assistant to the Director of Upward Bound
Administrative Assistant to the Director of Lifelong Learning
Admissions Assistant
Financial Aid Assistant

Grade VI 1501-1650 Points

Administrative Assistant to the Dean of Student Services
Coordinator for Events and Facilities Scheduling
Coordinator of Web Services/Computer Lab Technician
Digital Services Assistant
Lab Maintenance Technician - ASET
Registrar's Office Assistant and Processor
Technical Services Assistant

Grade VII 1651-1800 Points

ASET Perkins Technician and Makerspace Coordinator
Communications Specialist
Financial Aid Specialist – State Programs Coordinator
Graphic Designer
High School Liaison & Student Groups Coordinator
Information Systems Technician
Information Support Technician
Testing Center Coordinator and E-learning Support

Grade VIII 1801-1950 Points

Accounting Associate

Assistant to Executive Director of The Foundation, Director of Marketing Communications

Automotive Lab Technician

Division Coordinator

Institutional Research Analyst

Payroll Accountant

Receivables Accountant

Grade IX 1951-2100 Points

Computer Systems Analyst

Senior Computing Specialist

Full-time Grant Positions

Student Success Navigator – Math (Grade V)

Appendix E
FAMILY AND MEDICAL LEAVE ACT SUMMARY

A union member who has worked for the College for at least one (1) year and has provided at least 1,250 hours of service during the prior twelve (12) months, may be granted an unpaid family or medical leave of absence for a specified period not to exceed twelve (12) weeks (or twenty-six (26) weeks under subparagraph c, below).

- A. Leaves under this provision may be for the union member's serious health condition, as allowed by the Family and Medical Leave Act, provided the applicable need is made known to the College in accordance with the provisions of this Article and the FMLA, is supported by a proper doctor's certificate and, as requested, FMLA medical certification showing the nature of the illness and the estimated length of time the union member will be unable to perform his/her/their job. The College may require second and third opinions, as allowed by FMLA.
- B. The leave of up to twelve (12) weeks may also be: to care for a family member with a serious health condition; to care for a newly born child or a child newly adopted by the union member or under foster care by the union member within one (1) year of the placement; or for qualifying exigencies, as defined by the FMLA, related to a union member's spouse, son, daughter or parent who is a military member on covered active duty (or has been notified of an impending call or order) to covered active duty status to a foreign country, as provided for by the FMLA.
- C. An eligible union member is also entitled up to twenty-six (26) weeks of leave during a twelve (12) month period to care for a covered military service member or veteran who is the union member's spouse, parent, child or next- of-kin, with a qualifying serious injury or illness, under the FMLA.
- D. During this leave, the College shall continue to contribute its share of the union member's premiums for health insurance, as required by the FMLA. During such leave, the union member shall be required to furnish a similar report from a doctor when requested periodically by the College as allowed by the FMLA.
- E. Leaves may be taken intermittently as allowed by the FMLA, and the employee may be reassigned in such cases, as allowed by the FMLA. When leave is taken on an intermittent basis under the FMLA, the employee must follow the College's regular attendance call-in procedures to report an unforeseeable absence.

- F. Upon the expiration of said leave, the union member shall furnish the College with a statement, signed by a physician, which establishes the fitness of the union member to return to the employee's job. Returns near the end of a term may be restricted for teaching staff, as allowed by the FMLA. Should the College have reason to doubt the fitness of the employee to return to the employee's job, the College may, at its own expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work.

- G. This provision will be construed and applied in a manner consistent with the requirements of the FMLA. This provision is not intended to provide rights greater than those provided by the FMLA, and the College retains all rights allowed to it under that law. Union members may be required to utilize paid leaves, as allowed by the FMLA, concurrent with the FMLA leave.

Appendix F
POSITION REVIEW COMMITTEE
MC3SSU

This committee is to be comprised of (3) union members of the Union President's choosing and one person from the MEA (if needed), the Executive Director of Human Resources, the immediate supervisor, and any management personnel that the Executive Director of Human Resources determines will be beneficial for discussion. The maximum number of members of the committee is eight (8). Each party will notify the other of who will be in attendance.

This committee's union member's role is to mediate disagreements and/or discrepancies between a member and their supervisor and/or human resources and to preserve membership positions.

Employee: _____

*Disregard this review if for an open or new position.

Position Title: _____

Position Supervisor: _____

_____ Justification Form

_____ Points

_____ Updated JD

_____ Above items submitted and reviewed by supervisor and employee if currently filled, prior to meeting.

Action Taken: _____

New Classification/Title: _____ Date: _____

*If a currently filled position is reclassified, retroactive pay will be from the date of submission from the request by the employee or supervisor. The Vice President of the area also signs a request for upgrade.

Supervisor's Signature: _____ Date: _____

Executive Director of Human Resource's Signature: _____ Date: _____

Employee Signature(s): _____ Date: _____

Appendix G
DISCIPLINARY NOTICE FORM

The disciplinary notice form serves as documentation of the inappropriate behavior and the subsequent remedial action taken. Work expectations are also indicated. The form is maintained in the personnel file.

Employee Name:

Position:

Department:

Date of Infraction:

Infraction: (Specific information of infraction (may use additional pages) - Include a summary of investigative meeting, if applicable.)

Expectation of Corrected Behavior:

Supervisor Comments: (Future infractions of a similar nature will follow progressive discipline up to and including termination.)

Action taken:

Oral Warning

Suspension, Number of Days

Written Reprimand

Termination, Effective Date

Acknowledgement of Notice:

Supervisor Signature

Date

Employee Signature

Date

Union Representative (if applicable)

Date

Staff Member Copy

Supervisor Copy

Personnel File

Appendix H

from Policy 2.22

**SCHEDULED PAID HOLIDAYS AND
SCHEDULED PAID VACATION DAYS**

2023-2024

Monday, July 3, 2023	Scheduled Paid Vacation Day
Tuesday, July 4, 2023	Independence Day Holiday
Monday, September 4, 2023	Labor Day Holiday
Thursday, November 23, 2023	Thanksgiving Holiday
Friday, November 24, 2023	Scheduled Paid Vacation Day
Monday, December 25, 2023	Scheduled Paid Vacation Day
Tuesday, December 26, 2023	Scheduled Paid Vacation Day
Wednesday, December 27, 2023	Scheduled Paid Vacation Day
Thursday, December 28, 2023	Scheduled Paid Vacation Day
Friday, December 29, 2023	Scheduled Paid Vacation Day
Monday, January 1, 2024	New Year's Day Holiday
Monday, January 15, 2024	Martin Luther King, Jr. Day
Friday, March 29, 2024	Scheduled Paid Vacation Day
Monday, May 27, 2024	Memorial Day Holiday

2024-2025

Thursday, July 4, 2024	Independence Day Holiday
Friday, July 5, 2024	Scheduled Paid Vacation Day
Monday, September 2, 2024	Labor Day Holiday
Thursday, November 28, 2024	Thanksgiving Holiday
Friday, November 29, 2024	Scheduled Paid Vacation Day
Tuesday, December 24, 2024	Scheduled Paid Vacation Day
Wednesday, December 25, 2024	Scheduled Paid Vacation Day
Thursday, December 26, 2024	Scheduled Paid Vacation Day
Friday, December 27, 2024	Scheduled Paid Vacation Day
Monday, December 30, 2024	Scheduled Paid Vacation Day
Tuesday, December 31, 2024	Scheduled Paid Vacation Day
Wednesday, January 1, 2025	New Year's Day Holiday
Monday, January 20, 2025	Martin Luther King, Jr. Day
Friday, April 18, 2025	Scheduled Paid Vacation Day
Monday, May 26, 2025	Memorial Day Holiday

2025-2026

Thursday, July 3, 2025	Scheduled Paid Vacation Day
Friday, July 4, 2025	Independence Day Holiday
Monday, September 1, 2025	Labor Day Holiday
Thursday, November 27, 2025	Thanksgiving Holiday
Friday, November 28, 2025	Scheduled Paid Vacation Day
Wednesday, December 24, 2025	Scheduled Paid Vacation Day
Thursday, December 25, 2025	Scheduled Paid Vacation Day
Friday, December 26, 2025	Scheduled Paid Vacation Day
Monday, December 29, 2025	Scheduled Paid Vacation Day
Tuesday, December 30, 2025	Scheduled Paid Vacation Day
Wednesday, December 31, 2025	Scheduled Paid Vacation Day
Thursday, January 1, 2026	New Year's Day Holiday
Friday, January 2, 2026	Scheduled Paid Vacation Day
Monday, January 19, 2026	Martin Luther King, Jr. Day
Friday, April 3, 2026	Scheduled Paid Vacation Day
Monday, May 25, 2026	Memorial Day Holiday