

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH CENTRAL MICHIGAN COLLEGE

AND

NORTH CENTRAL MICHIGAN COLLEGE
CUSTODIAN, MAINTENANCE, OFFICE
PERSONNEL (CMO) ASSOCIATION

NMEA/MEA/NEA

JULY 1, 2023 THROUGH JUNE 30, 2027

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AGREEMENT

This Agreement entered into effective the ____ day of _____ 2023, between the NORTH CENTRAL MICHIGAN COLLEGE DISTRICT, hereinafter referred to as "Employer," and the NORTH CENTRAL MICHIGAN COLLEGE EDUCATIONAL SUPPORT PROFESSIONALS – CUSTODIAL/MAINTENANCE/OFFICE, M.E.A./N.E.A., hereinafter referred to as the "Association," expresses all mutually agreed covenants between the parties hereto.

ARTICLE 1

RECOGNITION

Section 1. Recognition. The Employer hereby recognizes the Association as the sole and exclusive negotiating representative for those individuals employed by it in the following described unit:

All full-time and regular part-time Office Professionals, Clerical Professionals, Custodial Employees and Maintenance Employees. Excluding: Supervisors, Administrators, and Secretary to the President.

ARTICLE 2

EMPLOYER'S RIGHTS

Section 1. Employer's Rights. Except as expressly limited in this Agreement, the Board and its Administration, on their own behalf, and on behalf of the electors of the College, hereby retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in them by the constitution and laws of the State of Michigan and the United States and by the Bylaws of the North Central Michigan College Board of Trustees. It is understood that such powers, rights, duties and responsibilities may be exercised by the Employer consistent with relevant statutes and in a manner not inconsistent with the express provision of this Collective Bargaining Agreement. Except as expressly limited in this Agreement, the Employer reserves and retains, fully and exclusively, all of its inherent and customary rights respecting administration of the College, including specifically, but not by way of limitation, the right: to define the goals of and develop the policies of the College; to determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College; to determine the number, location and usage of the College's facilities; to select and direct all employees, including the right to hire, promote, demote, transfer or lay off employees or to reduce or increase the size of the working force; to discipline, suspend, or discharge employees for just cause, which judgments shall be subject to the grievance/arbitration provisions of this Agreement; to determine the methods, means, materials and personnel by which the operations of the College shall be conducted; to subcontract such portions of the work as the Employer deems to be in its best interest, provided however, the right to subcontract will not be

used for the purposes of discriminating against the Association or any of its members; and to do all other things in its judgment necessary for the proper establishment, maintenance, management and carrying on of the Employer.

Except as expressly limited by this Agreement, the Employer shall have the right to conduct and maintain the College's services and operations as in the past and prior to execution of this Agreement with the Association, but shall also have the right to study and use such improved methods and techniques for provision of service and instruction as the Employer may determine to be appropriate for the advancement of the College.

It is further agreed that the management prerogatives set forth above shall not be deemed to exclude other prerogatives not identified and, except as specifically abridged or modified by this agreement, all of the rights, powers, and authority possessed by the Employer prior to the signing of this agreement are retained by the Employer and remain within the rights of the Employer, regardless of whether such rights have or have not been exercised in the past.

The Employer reserves the right to promulgate and change from time-to-time reasonable rules and regulations respecting employee functioning and responsibilities, including, but not limited to the North Central Community College Employee Manual that is applicable to all college employees, including those covered by this agreement, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 3

ASSOCIATION SECURITY/FINANCIAL RESPONSIBILITIES

Section 1. Nondiscrimination. Pursuant to the Michigan Public Employment Relations Act, the Employer and Association hereby agrees that every employee shall have the right freely to determine whether or not to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to if an employee is a member of the Association. Both Parties agree that they will not directly or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan of the Constitution of Michigan and the United States, that it will not be discriminatory toward or against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their decisions regarding: membership in the Association; their participation in any activities of the Association, including of collective professional negotiations; or institution of any grievance, complaint or proceeding under this Agreement.

The Parties shall not discriminate against any bargaining unit employee because of race, color, religion, sex, sexual orientation, national origin, age, height, weight, marital status

or familial status or disability which does not interfere with the individual's ability to perform the job in question.

Section 2. Financial Responsibility. Each employee as described in Article I of the Agreement shall, on or before ten (10) working days from the date of commencement of duties or the effective date of this Agreement, whichever is later, have their salary, start date and employment full-time/part-time status reported to the Association President so that each new hire will have the opportunity to voluntarily join the Association.

Section 3. Membership Dues and Payroll Deduction.

The Employer shall deduct dues or service fees from the pay of each employee covered by this Agreement from whom it has received a written and signed dues check-off authorization. The authorization shall remain in effect unless revoked in writing by the employee.

No later than August 1 of each year, the Association shall notify the Employer in writing of the dues to be deducted in the forthcoming year.

Dues deductions shall be made each pay period, September through June (no dues deduction in July and August). The Employer shall promptly remit deductions to the Association. The deductions shall be accompanied by a list of employees from whom deductions have been made.

The Employer shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the Employer harmless for any and all claims, expenses or legal fees arising out of its agreement to deduct dues.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, the Employer will notify the local President in writing that no further deductions shall be made until the matter is resolved.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. Probationary Period. All new employees will serve a six (6) month probationary period, which may be extended by an additional three (3) months in the sole discretion of the Employer, with the Employer providing notification of the extension to the designated Association representative. Temporary workers who are subsequently hired into the same position they worked temporarily, will be granted a probationary period of six (6) months from the time of hire with the College, which may be extended an additional two (2) months at the sole discretion of the employer. During

the probationary period, an employee can be terminated at any time for any reason without redress to the grievance procedure.

Section 2. Just Cause. No non-probationary bargaining unit member may be discharged or disciplined without just cause.

Section 3. Right to Representation. A bargaining unit member shall have the right to Association representation at any meeting with administrators or other representatives of the Employer where discipline may or will be imposed upon the bargaining unit member or in investigatory meetings where it is reasonable that discipline may result to the bargaining unit member. The Employer shall notify the affected bargaining unit member that the meeting may result in disciplinary action and allow the bargaining unit member to obtain Association representation prior to the meeting.

Section 4. Right to Wear Association Buttons or Insignia. No bargaining unit member shall be prevented from wearing a pin, badge, button, or non-distracting insignia identifying their membership in the Association except to the extent that doing so creates a safety hazard or interferes with the work environment.

Section 5. Working Conditions. Working conditions in effect at the time of the ratification of this Agreement that are not abrogated or modified by the terms of this Agreement shall continue at the sole discretion of the Employer, and are subject to the exercise of Management Rights. Changes to working conditions not specifically addressed in this Collective Bargaining Agreement will be the subject of future bargaining only to the extent that said changes involve mandatory subjects of bargaining.

ARTICLE 5

REPRESENTATION/ASSOCIATION RIGHTS

Section 1. Association Committee.

- A. The Association shall be represented in grievance proceedings by a committee consisting of not more than three (3) persons consisting of the grievant, an Association representative, and a non-employee MEA representative. The Association may identify 2 primary members and an alternate member, but only 2 employee members (other than the grievant) shall participate in grievance proceedings. The Committee members shall be permitted to investigate and present grievances, and otherwise transact official Association business on the grounds and in the buildings of the Employer at reasonable times, provided that this shall not interfere with or interrupt normal college operations or other duties of the Employees. The Association will furnish the Employer with the names of said representatives and such changes therein as may occur from time to time. The Employer shall not be required to recognize or deal with any other than those so designated. Upon request, a bargaining unit member shall be entitled to three (3) working days to secure the presence of a Committee member at any meeting

requested by the Administration which the Administration recognizes will or may lead to disciplinary action against the bargaining unit member. The foregoing need not be observed by the Administration in cases in which emergency action is appropriate. The three (3) working day period may be extended as a result of exigent circumstances.

- B. The Association shall be represented in Arbitration proceedings by an MEA Arbitration Specialist or their respective designee(s), and other necessary persons.

Section 2. Personnel File. A bargaining unit member shall be entitled upon written request to review up to twice each fiscal year their personnel records. Any such review shall take place in the Employer's administrative offices, in the presence of such individual as may be designated by the Employer, and at times during normal business hours which are mutually agreed upon in advance and which do not interfere with performance by the bargaining unit member of their assigned duties. The bargaining unit member shall be entitled to receive copies of any material contained in their personnel records; the member shall promptly reimburse the Employer for the actual cost of copy machine reproduction of such material, exclusive of the labor cost involved. The bargaining unit member shall be entitled to attach to the disputed material in their personnel records a statement regarding any personnel file material with which the unit member disagrees. If the disputed material is thereafter disclosed to any outside interest the rebuttal statement shall also be disclosed. Disputed material determined to be included in error, whether by agreement or through the grievance process, shall be expunged or otherwise corrected as appropriate.

Complaints against a bargaining unit member shall not be placed in their personnel file or be used in any disciplinary action unless appropriate investigation has been conducted through the Employer's published policies and procedures and until the member has been informed of the complaint and full particulars of the complaint, including the identity of the complainant (unless the nature of the complaint warrants otherwise).

All requests for disclosure of written material regarding an Association employee will be addressed and responded to in a manner consistent with Michigan Law, including the Bullard Plawecki Right to Know Act.

In the event that the Employer receives a request under Michigan's Freedom of Information Act for all or part of a bargaining unit employee's personnel file, the Employer will promptly advise the employee of that request and, thereafter, comply with the requirements of the Act.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee or the Association regarding the employment

relationship which arises during the course of and/or concerning the application or interpretation of this Agreement.

Section 2. Grievance Procedure.

Step 1 – Communication with Supervisor. An Association Member with a complaint shall discuss the matter with their direct supervisor with the objective of conflict resolution. The Association Member may seek help from among the designated Association Representatives outlined in Article 5 (A). If the complaint is settled informally, the resolution is reduced to writing and signed by the grievant, and the supervisor and presented to the Association and to Human Resources for recordkeeping.

Step 2 – Written Procedure. If the matter is not satisfactorily resolved at Step 1, the subject matter of the grievance shall be reduced to writing, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated. The written grievance shall be signed by the aggrieved Association Member(s) and presented to the Vice President of the division in which the Association Member works within fourteen (14) calendar days of the date of the conflict or incident which gave rise to the grievance, or within fourteen (14) calendar days of the date upon which the grievant reasonably should have been aware of the conflict or incident. In the event that Vice President is also the supervisor that participated in Step 1, Human Resources will designate another administrator with knowledge of the general subject matter of the grievance to participate in this step.

The Vice President, or their designee, shall hold a meeting on the grievance within fourteen (14) calendar days for the purpose of reaching a settlement acceptable to both parties. The meeting shall include up to three (3) designated Association Representatives as outlined in Article 5 (A). Upon completion of the meeting, the Vice President shall respond to the Grievant(s) (and copy the Association representatives involved) within fourteen (14) calendar days of the date the meeting was held. The Vice President's (or designee's) decision is final absent an appeal.

Association Grievances may be filed at Step 2.

Step 3 – Appeal. If the grievance is not satisfactorily resolved at Step 2, it may be submitted for Appeal to the Office of the College President within fourteen (14) calendar days following receipt of the Step 2 response from the Vice President or designee. As soon as is reasonably practicable but in no event more than thirty (30) calendar days after such resubmission, a meeting shall be held between the Grievant(s), (representatives of the Association, where involved), and the College for the purpose of reaching a settlement that is acceptable to both parties.

The President shall respond in writing to the Grievant(s) (and copy the Association representative involved and UniServ Director) within fourteen (14) calendar days after the meeting. The President's decision is final absent arbitration.

Step 4 – Arbitration Request. The Association may request arbitration of the Step 3 decision by submitting a written Demand to Arbitrate to the President within fourteen (14) calendar days following receipt of the Employer’s disposition in Step 3.

Selection of Arbitrator. In the Demand to Arbitrate letter, the author of the letter may suggest up to three (3) different arbitrators. If both parties agree on one of the three selected, that individual will become the arbitrator. If the parties do not agree upon one of the three proposed arbitrators, one arbitrator shall be chosen by mutual agreement from a panel of Michigan based arbitrators alternately obtained from AAA and MERC. If the parties are unable to agree upon an arbitrator from the list, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators; the individual whose name last remains shall serve as the arbitrator. If an AAA panel is used, the Association shall make the first strike. If a MERC panel is used, the College shall make the first strike.

Arbitrator’s Powers. The arbitrator’s powers be limited to the application and interpretation of this Agreement as written to settle the grievance before them. The arbitrator shall at all times be governed wholly by the terms of this Agreement and they shall have no power or authority to amend, alter or modify this Agreement in any respect, nor shall the arbitrator have the authority to hear or determine more than a single grievance in a single arbitral hearing unless the parties agree otherwise. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges their limitations of authority and agrees not to decide an issue which is outside of their jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive more than seventeen (17) working days prior to the time the grievance was first submitted in writing; in the case of a grievance submitted more than fourteen (14) days after such incident, but within fourteen (14) days of the date the grievant reasonably should have become aware of the incident in question, any award of the arbitrator may be retroactive to the date of the incident. Notwithstanding the foregoing, an arbitrator’s award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing provided that the grievant notified the payroll administrator of the potential error within four (4) pay periods of the error appearing on the pay stub.

Arbitration Binding. Arbitration awards shall be final and binding on the Employer, Association, and union members. However, each party reserves the right to challenge, through civil litigation only, arbitration or awards thereunder if the arbitrator has exceeded their jurisdiction or has arrived at their award fraudulently or by improper means.

Arbitration Costs. The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each pay their own respective costs, including wages of witnesses called by the party.

Section 3. Miscellaneous Grievance/Arbitration Procedure Provisions. The grievance form to be used is attached as Exhibit D. The grievance chain shall be provided to a designated Association member and the Association's UniServ Director and is attached as Exhibit D.

The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time limits are not followed by the Association, the grievance shall be considered settled in accordance with the Employer's last answer made. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Association. The time limits established herein may be extended by mutual agreement in writing.

Limits contained herein may be waived in writing by mutual consent of the Employer and the Association.

The Employer acknowledges that only the Association shall have the right to assert and press to arbitration against the Employer any claim, proceeding or action asserting a violation of this Agreement.

Section 4. Strike Definition. A Strike is defined as the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment; or protesting or responding to an act alleged or determined to be an unfair labor practice committed by the employer.

Section 5. No Strike Pledge. The parties, including the individual members of the Association, acknowledge that continuous and uninterrupted provision of services by the Employer and orderly collective bargaining relations between the Employer and the Association to secure prompt and fair disposition of grievances are essential considerations for this Agreement. The grievance and arbitration procedures set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Association and its members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Association and its members, individually and collectively, agree that during the term of this Agreement neither it nor its officers, agents, representatives, stewards, committee-persons, or its members will for any reason, directly or indirectly, call, sanction, encourage, honor, or take part in any strike, walkout, slowdown, work stoppage, sympathy activity, limitation of service, boycott, picketing of or any other curtailment or restriction of work or interfere with the peaceful and normal operation of the Employer or its provision of service, or interfere

with work in or about or access to the Employer's operations, building, property, or premises, wherever located.

Section 6. Violation of No Strike Pledge. Any employee who engages in any activity prohibited by the foregoing Section shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the foregoing Section.

Section 7. Lockout Definition. "Lockout" means the temporary withholding of work from a group of employees by shutting down the operation of the employer to bring pressure upon the affected employees or the bargaining representative, or both, to accept the employer's terms of settlement of a labor dispute.

Section 8. No Lockout. The Employer agrees that it will not engage in a lockout during the term of this Agreement.

ARTICLE 7

PROGRESSIVE DISCIPLINE

COMPLAINTS, DISCIPLINE, AND DISCHARGE

All discipline shall be for just cause. The term "discipline" as used in this Agreement includes reprimands, warnings, suspensions with or without pay, disciplinary demotion and discharges. Any such discipline may be subject to the grievance procedure including arbitration. When the discipline reaches Step 2, the specific grounds for disciplinary action will be presented in writing to the Association member and the Association no later than at the time discipline is imposed. Discipline shall be generally progressive, except in the case of extraordinary circumstances or severe misconduct on the Association member's part where discipline may proceed to immediate suspension or discharge.

Progressive discipline will proceed as follows:

Step 1. Verbal Warning - Members shall be warned verbally by their supervisor of any job-threatening behavior. If a verbal warning does not resolve the situation, then

Step 2. Written Warning - The warning shall be made in writing (with a copy to the Vice President of Finance and Facilities). If a written warning does not resolve the situation, then

Step 3. Suspension with or without pay (one to ten days). If a suspension does not resolve the situation, then

Step 4. Discharge.

In addition to the discipline described above, for any single, recurring job-threatening behavior, the suspension and dismissal procedure also applies for any combination of

three (3) written warnings of separate job-threatening problems within a reasonable amount of time.

An Association member shall be entitled to have a representative of the Association present during any meeting which they believe will or may lead to disciplinary action by the Employer. Refer to Article 4, Section 3.

The Association member shall be given an opportunity to sign and receive a copy of any disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgement.

ARTICLE 8

HOURS OF WORK

Section 1. Work Week.

- A. The work week will begin on Saturday at 12:01 a.m. and end on Friday at midnight.
- B. The work week for full-time office employees shall generally consist of thirty-seven and one-half (37.5) hours; however, this shall not be considered as a guarantee of work.

On days when office employees are scheduled to work six and one-half (6.5) or more hours, they shall be entitled to a one (1) hour duty-free, unpaid lunch and a one-half (1/2) hour duty-free, paid break.

On days when office employees are scheduled to work at least four and one-half (4.5), but less than six and one-half (6.5) hours, they shall be entitled to a fifteen (15) minute duty-free, paid break.

The Employer, at its sole discretion, may establish different work hours at select times throughout the year. Every attempt will be made to notify employees about the change in schedule 5 weeks in advance to facilitate vacation requests.

- C. The work week for full-time custodial and maintenance employees shall generally consist of forty (40) hours; however, this shall not be considered as a guarantee of work.

Custodial and maintenance employees are entitled to a one-half (1/2) hour duty-free, unpaid lunch break and a one-half hour duty-free, paid break.

- D. Work schedules and shifts shall be established by the Employer and may be changed at its sole discretion when required by operating conditions. Every effort will be made to notify employees well in advance of a schedule change.

- E. Lunch and break periods may be scheduled by the supervisor and are to be taken at a time and in a manner that does not interfere with the efficiency of the work unit.
- F. Time Record Keeping - All employees will be assigned a computer to use to record time. Employees will be trained on any new or existing time keeping the system two (2) weeks prior to requiring employees to keep track of hours worked.

Employees will not be docked time or disciplined due to late recording of time in and out if the delay is caused by technology issues or having to wait for computer availability, provided they immediately report any such issues to their supervisor.

Employees shall record their own hours worked. No employee may record hours worked for another employee. Falsification of time records for self or a coworker, failure to get proper approval prior to absences, and working without supervisor authorization could lead to disciplinary action up to and including termination.

Section 2. Overtime.

- A. All overtime must be approved in advance by the supervisor.
- B. Overtime pay shall be given for any hours actually worked in excess of forty (40) hours in a work week.
- C. Overtime pay shall be computed at one and one-half (1 ½) times the employee's normal hourly pay rate.
- D. The Employer shall make reasonable efforts to equalize the amount of overtime offered to employees with the necessary qualifications and experience to perform the required work and thereafter, shall within the same qualifications. Should an employee refuse to take the overtime, they will be skipped until their next spot in the rotation, without penalty.
- E. Only hours actually worked will be used to calculate overtime. Vacation, sick leave, holiday, jury duty, bereavement or personal leave payments do not count toward overtime calculations.

ARTICLE 9

SENIORITY

Seniority shall be defined as length of employment from the last date of hire with the College. If more than one employee has the same last date of hire, then ties in seniority shall be broken by the decision of the Association. The current agreed upon seniority list is attached as Exhibit C.

The Seniority list shall be accessible electronically by all bargaining unit members. The College shall update the Seniority list on January 31 and July 31 of each year. If any bargaining unit member finds a discrepancy in the seniority list, the bargaining unit member will notify the Human Resources Department within seven (7) calendar days of each posting. The College shall provide notice by email to the Association President when a new list is posted electronically. Any challenge to the seniority list shall be pursued through the Grievance Procedure set forth in Article 6 of this Agreement.

ARTICLE 10

LOSS OF SENIORITY

An employee's seniority shall terminate when:

- A. The employee resigns, retires or is discharged with just cause;
- B. The employee fails to report for work as scheduled within 10 working days after notice of recall from any layoff is sent to the employee's last known address as reflected on the Employer's records;
- C. The employee is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given;
- D. The employee accepts employment elsewhere;
- E. The employee does not return to work immediately following the termination of a leave of absence or vacation, unless, the Employee presents evidence satisfactory to the Employer that it was impossible for them to return to work at the expiration of such leave or vacation;
- F. The employee is on layoff status consecutively for twelve (12) months; or,
- G. The employee has been on long-term disability or has been absent from active duty, whether on a leave of absence, or otherwise for a period of 24 months.

ARTICLE 11

JOB VACANCIES

Section 1. Job Vacancies. A vacancy shall be defined as a newly created bargaining unit position, or a present bargaining unit position that is not filled.

Vacant positions may be filled, eliminated or restructured to accommodate the Employer's staffing needs at the sole discretion of the Employer. It is the Employer's policy to fill vacancies with the most qualified person available, either presently employed or a new hire. The Employer shall fill vacancies based on qualifications, including but not limited to, skill, ability, education, experience, licensure, credentials, and seniority.

All Bargaining Unit vacant job positions shall be posted on the Employer's employment website. All Bargaining Unit vacant job positions shall be filled by an interview process unless there is an elimination of a bargaining unit position. If there is an elimination of a bargaining unit position, a qualified bargaining unit member may be placed in a new position to eliminate the need to start process described in Article XII.

The Association President may request an update at any time regarding the general progress of filling a bargaining unit position or elimination of a bargaining unit position.

An employee in the bargaining unit interested in a posted position shall apply for the posted position by completing the application requirements by the posting deadline. If a bargaining unit member meets the minimal qualifications as determined by the College, the bargaining unit member shall be granted an interview. Eligible employees shall be allowed time to interview for a position during scheduled work hours with an arrangement between the bargaining unit member and their supervisor. An application for a position shall not adversely affect an employee's status in their present position. If not selected for the vacant position, the hiring manager or a designated committee member will provide the bargaining unit member applicant with feedback from the interview and application to aid the employee in future interviews, to develop professionally or gain knowledge of needed qualifications.

An applicant's interest and/or progress in the hiring process and their application materials will be held in confidence by those performing the hiring and shared only with others involved in the hiring and selection.

Section 2. Shift Transfer to First Shift (days) to Fill a Job Vacancy.

In the event of a first shift (day) job vacancy in Maintenance or Custodial, where shift change is the only factor, the bargaining unit member employed either on second (afternoon) or third (night) shift with the most seniority who meets the posting qualifications shall be transferred to the open first shift and the vacancy will be posted.

If the bargaining unit member with the most seniority declines the transfer to first shift, the next senior member will be transferred unless they also decline the transfer. This process will proceed in order of seniority ending with the least senior bargaining unit member.

Both parties agree that such a transfer shall be considered as a 30-day trial. If either the transferred bargaining unit member or the College would like to return the bargaining unit member to their previous shift within the 30-day trial period due to poor fit for position, arrangements will be made for the return transfer effective upon the date that the vacant position is filled, or not to extend longer than 60 days.

Nothing in this section shall prevent a supervisor from from assigning any custodial or maintenance employee to a different shift to fill in on a temporary basis for up to two (2) months.

ARTICLE 12

LAYOFF AND RECALL

Section 1. Seniority. When the working force is reduced, employees shall be laid off in the inverse order of seniority in the position or category affected, provided that the more senior employees retained have the necessary qualifications and present ability to perform the required work. Part time and probationary employees in the same category shall be laid off prior to the layoff of a qualified bargaining unit member.

Section 2. List. An employee whose position has been eliminated shall, upon request, be provided with a list of the employees in their category with less campus wide seniority by the Human Resources Office. Employees selected for layoff in accordance with the above procedure shall be entitled to displace (or bump) any employee in the employee's position, or another position within the category, who has less campus wide seniority, so long as the employee retained has the necessary qualifications and present ability to perform the required work of the person displaced. Employees may bump into a position of less than equivalent employment status, i.e. full-time, less than full-time, twelve-month, nine-month, which is not equivalent to the employment status of the position which the employee is occupying at the time of reduction. Employees displacing another employee shall receive the pay rate applicable to the position bumped into. It is the intent of this procedure that, in the selection of employees for layoff, the Employer shall be obliged to retain those employees with the greatest seniority, provided such employees have the necessary qualifications and present ability to perform the duties of the job which is open, or a job held by a less senior employee. If an employee is denied a position for lack of qualifications, they may bump into any other position for which they are entitled, and if there are no positions available, they will proceed to layoff.

Section 3. Notice. Whenever an employee is to be laid off, the Employer shall, when practical, notify the employee and the Association at least ten (10) working days in advance of such layoff. Notwithstanding the above, the Employer, at its discretion, reserves the right to pay said employee the equivalent of ten (10) day's pay, in lieu of notice, and proceed with immediate layoff.

Section 4. Recall. Laid-off employees shall be recalled by category in accordance with campus wide seniority; that is within each category, the employee with the greatest campus wide seniority shall be recalled first, etc.; provided that the employee recalled has the necessary qualifications and present ability to perform the required work of the job that is open.

Section 5. Restoration. Employees who are required to accept a lower classification position within their category due to a reduction, shall be restored to the former position

they held prior to the reduction without the utilization of the posting procedure for the vacant position if the employee possesses at the time of restoration, the necessary training and basic qualifications, and physical qualifications for the job to be performed.

Section 6. Notice of Recall. When recalling laid-off employees, the Employer will notify them by certified mail, at their last known address as shown on the Employer's records. If such employees do not notify the Employer within seven (7) working days from the date of the signed certified mail receipt of such notice that they will report for work on the date specified, or given satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. Recall provisions shall be limited to twenty-four (24) months from date of layoff.

ARTICLE 13

WAGES AND COMPENSATION

Upon ratification of this agreement by both parties, the College shall add an additional sum of two hundred fifty dollars (\$250.00) to the next pay period as a signing bonus to all bargaining unit members employed on the date of ratification of this agreement.

Exhibits A and B represent the wage grid and job groupings to be implemented as the ratification of this agreement.

Bargaining unit members' placement on the wage grid shall be based on the total number of years of service to the College from their date of last hire.

Any bargaining unit member that is currently making more than the bargained wage grid shall not have their hourly rate lowered.

If any supervisor calls in a bargaining unit member for an emergency, the bargaining unit member shall be paid a minimum of two hours of work.

Bargaining unit members who work 2nd shift, shall be paid an extra thirty-five cents (\$0.35) per hour. Bargaining unit members who work 3rd shift, shall be paid an extra fifty cents (\$0.50) per hour.

When the college creates a new bargaining unit position, the parties shall meet to discuss the placement of new position in the correct job grouping and the rationale for the placement. A new bargaining unit position shall be defined as any position that is not designated as Custodian, Secretary/Receptionist, Administrative Assistant, Assistant Registrar, Specialist, Library Technician, Maintenance Technician, Electrical Technician, HVAC Technician or Information Technology Specialist. Upon agreement, the job grouping exhibit will be updated and sent to the President(s) and UniServ Director. If the parties are unable to agree, the College shall determine the placement, subject to the grievance procedure set forth herein.

ARTICLE 14

VACATION BENEFITS

Section 1. Accruals.

- A. At the beginning of the fiscal year (July 1), each active full-time employee shall be credited with the following paid vacation based upon the years of employment with the College:

1-2 years	10 days
3-8 years	15 days
9 or more years	20 days
- B. New and terminating employees shall be credited with a prorated portion of paid vacation days.
- C. Paid vacation shall not accumulate from year to year.
- D. Employees will not be paid upon separation for any unused paid vacation benefits accumulated.

Section 2. Usage Procedures.

- A. Requests for vacation time must be approved by the Employee's immediate supervisor and is dependent on the department workload and the employee's work assignment.
- B. Supervisors shall make every effort to honor requests that are submitted in advance but reserve the right to deny requests that would adversely impact operations.
- C. Vacation requests greater than 2 weeks shall not be approved unless a plan to fulfill job duties is pre-approved by the employee's supervisor and applicable Vice President.
- D. Paid vacation may be taken in increments of one-half (1/2) hour.
- E. Vacation requests will be considered in the order in which they are received by the Employer. If the Employer simultaneously receives requests from two employees for the same vacation period, the request from the most senior employee will be given priority.
- F. Departments within the College have various times of the year when use of vacation time is not permitted due to workload. Supervisors may deny vacation requests made by employees during such times.
- G. Each employee who is planning a summer vacation of one (1) week or more, shall make their request as far in advance as possible, preferably by March 30. All effort will be made to grant requests received by March 30.

ARTICLE 15

HOLIDAYS

A. Association members whose work year includes the following days shall receive their regular rate of pay for each of the holidays listed below. Whenever any of the holidays listed below fall on a Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed. Weekend holidays may be rescheduled on different days if mutually agreed upon.

Good Friday (aka Spring Holiday weekend)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	New Year's Day and Christmas Day*
Labor Day	

* Unless part of winter break

The President's Cabinet will continue to determine the dates of Winter Break.

B. Should an employee be assigned by their supervisor to work on a holiday, as listed above, the employee shall receive the employee's regular hourly rate in addition to the employee's holiday pay. The Holiday pay shall not count as hours worked in the computation of overtime except for those hours the employee actually worked on the holiday.

ARTICLE 16

PART TIME PAID TIME OFF BENEFITS (PTO)

Section 1. Accruals. At the beginning of the fiscal year (July 1), each active part time employee who works an average of 22 hours or greater per week shall be granted PTO (Paid Time Off) hours based upon full years of employment with the Employer. Full time workers do not receive PTO benefits.

Part Time PTO Awards	1-2 years	56 hours
All classifications (excluding Physical Plant Workers)	3 plus years	84 hours
Physical Plant Worker classifications	1-2 years	72 hours
	3 plus years	100 hours

New employees shall be credited with a pro rata portion of PTO. PTO is to be requested in amounts equal to an employee's standard hours worked, and paid up to a maximum of 28 hours per week. Unused paid PTO shall accumulate from year to year. Employees will not be paid upon separation of employment for any unused PTO benefits accumulated.

Section 2. Usage Guidelines.

- A. Requests for PTO must be approved by the Employee's immediate supervisor and is dependent on the department workload and the employee's work assignment.
- B. Supervisors shall make every effort to honor requests that are submitted in advance but reserve the right to deny requests that would adversely impact operations. PTO requests greater than 2 weeks shall not be approved unless a plan to fulfill job duties is pre-approved by the employee's supervisor and applicable Vice President.
- C. PTO may be taken in increments of one-half (1/2) hour.
- D. PTO requests will be considered in the order in which they are received by the Employer. If the Employer simultaneously receives requests from two employees for the same period, the request from the most senior employee will be given priority.
- E. Departments within the Employer have various times of the year when use of vacation time is not permitted due to workload. Supervisors may deny PTO requests made by employees during such times.
- F. Each employee who is planning to take PTO of one (1) week or more in the summer, is asked to provide a request as far in advance as possible, preferably by March 30. All effort will be made to grant requests received by March 30.

Exceptions to the guidelines for the use of PTO can be made by agreement between the employee, an employee's supervisor and the Vice President of the area impacted.

ARTICLE 17

PERSONAL LEAVE

Section 1. Accruals.

- A. At the beginning of the fiscal year (July 1), full time active employees shall be credited with two (2) days of paid personal leave.
- B. New and terminating, and part-time employees shall be credited with a prorated portion of paid personal days.
- C. Paid personal leave days shall accumulate from year-to-year to a maximum of six (6) days.

Section 2. Usage Procedures.

- A. Employees wishing to take paid personal leave shall notify their supervisor at least two (2) days in advance of taking the leave unless such advance notice is not feasible.
- B. Personal leave may be taken in increments of one-half (1/2) hour.
- C. Employees need not provide a reason for use of paid personal leave.

Section 3. Severance.

- A. An employee who leaves employment with the Employer for any reason other than a discharge for just cause shall receive a severance allowance equal to thirty (\$30) dollars for each unused paid personal day.
- B. The severance allowance shall be paid in a lump sum at the time the employee receives their last paycheck.
- C. If the employee has an active 403 (b) retirement account, the lump sum sick leave severance amount may be placed in that account upon the employee's request.

ARTICLE 18

SICK LEAVE

Section 1. Accruals.

- A. At the beginning of the fiscal year (July 1), each active full-time employee shall be credited with twelve (12) days of paid sick time.
- B. New and terminating employees shall be credited with a prorated portion of paid sick days.
- C. Paid Sick time shall accumulate from year-to-year to a maximum of 90 days.

Current employees with more than 90 days of accumulated sick time shall receive a one-time payment of \$30 per day for each day above 90, and thereafter shall have their Paid Sick Time capped at 90 days.

If an employee's annual credit of 12 (twelve) days of paid sick time will put their accrual over the maximum of 90 days, those days over 90 will be donated to the Association Sick Leave Fund, subject to the Sick Leave Fund cap as stated in Section XIX.

Section 2. Usage Procedures.

- A. Sick time may be taken in increments of one-half (1/2) hour.
- B. Approved reasons for use of paid sick leave include illness, medical condition or injury to the employee, their spouse, dependent children, or parents.
- C. Use of more than three (3) consecutive days of paid sick leave may entitle the employee to Family and Medical Leave (FMLA). If qualified, FMLA will apply and works concurrently with Paid Sick Leave.

Section 3. Severance.

- A. A full-time employee who has completed either:
 - 1. Ten (10) years of service with an employer/employers participating in the Michigan Public School Employees Retirement System, or,

2. Five (5) years of full-time service with North Central Michigan College, shall, upon leaving employment with the Employer for any reason other than a discharge for just cause, receive a severance allowance equal to thirty (\$30) dollars for each unused paid sick leave day accrued.
- B. This amount shall be paid in a lump sum at the time the employee receives their last paycheck.
- C. If the employee has an active 403(b) retirement account, the lump sum sick leave severance amount may be placed in that account upon the employee's request.

ARTICLE 19

ASSOCIATION SICK LEAVE FUND

Section 1. Accruals.

- A. Subject to the maximum set forth in Section I. (B) below, at the end of each fiscal year, full time bargaining unit members may contribute up to ninety-six (96) hours of accrued unused sick leave to the Association Sick Leave Fund (Fund). Once contributed, the hours shall remain in the Fund and may not be re-credited to the contributor, unless the contributor applies and is granted use of the Fund.
- B. The Association shall carry forward any unused sick leave hours from year-to-year to a maximum of 480 hours. Once the fund balance reaches 480 hours, no additional time may be banked until the fund balance falls below 480 hours.
- C. Bargaining unit members who wish to contribute unused accrued sick time will do so in writing at anytime during the year.

Section 2. Usage Procedures.

- A. A bargaining unit member who wishes to apply for use of the Fund must have exhausted all their own leave time (sick, vacation, personal).
- B. Use of the Fund is for the medical condition of the bargaining unit member, the member's spouse, son, daughter, or parent.
- C. Employees are limited to use of two-hundred (200) hours from the Fund per fiscal year. Sick bank awards will run concurrently with FMLA, if applicable.
- D. Bargaining unit members wishing to apply for use of the Fund must complete the Association Sick Leave Fund Request as far in advance as is reasonably possible.

- E. A standing committee consisting of the Vice President of Finance and Facilities (or their designee) and two bargaining unit members of the Association's choosing will review the request and recommend approval or denial, and perform other duties related to the sick bank as needed. If the requestor (or their family) is one of the two bargaining unit members chosen by the Association, an alternate member will be assigned by the Association to review the request.
- F. The final decision is the responsibility of the committee. Communication and distribution of the decision to the appropriate College offices will be the responsibility of the Vice President of Finance and Facilities.
- G. Use of sick bank hours will be taken in 1- day increments.

Section 3. Accounting.

At the beginning of each fiscal year, the College will provide the Association with an accounting of the number of days used the previous year and the number days remaining in the Fund.

ARTICLE 20

LEAVES OF ABSENCE

Section 1. Bereavement. Employees shall be permitted, upon notice to the Employer, to be absent without loss of pay upon the occurrence of the death of the immediately family (including step-family members) of persons named below:

- A. Five (5) consecutive working days upon the death of the employee's spouse, child, mother or father;
- B. Three (3) consecutive working days upon the death of employee's sister, brother, grandchild, mother-in-law, father-in-law, grandparents; brother-in-law or sister-in-law;
- C. Additional leave may be granted in special cases, subject to the approval of the Employer. Such additional leave may be granted with pay, charged to accrued vacation, or taken as leave without pay, at the discretion of the Employer, which will be determined in advance of the leave.

Section 2. Jury Duty.

- A. Association members called for jury duty or subpoenaed to testify on behalf of the Employer during their regularly scheduled work time, shall be paid their regular compensation for such time.

Section 3. Military Leave. Employees who enter active military service in the United States shall have leave and re-employment rights as may be provided for under the applicable federal statutes in effect at that time.

Section 4. Family Medical Leave Policy. The Employer's Family and Medical Leave Policy is specifically incorporated by reference into this Agreement.

ARTICLE 21

INSURANCE

Section 1. Medical Insurance. The College shall pay the annual medical benefit costs inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) or Flexible Spending Account (FSA) funding for each eligible enrolled bargaining unit member as elected by the bargaining unit member through MESSA in the amounts of:

- \$7,750 for single-person coverage
- \$16,200 for individual and spouse or one dependent coverage
- \$21,010 for family coverage

(Or)

- Subject to the maximums as set forth by the 2011 Public Act 152, as amended (MCL 15.561-15.569) when hard cap is in effect, as invoiced by MESSA.

The Association and its members understand and agree that if a member elects coverage with a medical plan with premium costs:

- higher than this College paid amount, the excess will be deducted from members' bi-weekly payroll on a pre-tax basis for each annual benefits year to pay for their elected medical insurance premium on each monthly invoice
- lower than this College paid amount, the College will place this difference into a Health Savings Account, if established by the eligible employee, up to the legally allowable maximum.

It is understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual Association members.

For the 2023 medical benefit plan coverage year, bargaining unit members shall implement with MESSA, the following MESSA medical plans available in MESSA Packages:

1. MESSA Package 1 Choices, \$500/\$1000, 0% Coinsurance, OL/OV/SV Copay \$5/\$5/\$5, UC/ER Copay \$10/\$25, Rx Coverage Saver Rx, EA1 rider
2. MESSA Package 2 Choices, \$1000/\$2000, 10% Coinsurance, OL/OV/SV Copay \$20/\$20/\$20, UC/ER Copay \$25/\$50, Rx Coverage Saver Rx, EA1 rider
3. MESSA Package 3 ABC Plan 1, \$1500/\$3000, 0% Coinsurance, OL/OV/SV Copay \$0, UC/ER Copay \$0, Rx Coverage ABC Mail, EA1 & HEQ rider

4. MESSA Package 4 ABC Plan 2, \$2000/\$4000, 10% Coinsurance, OL/OV/SV Copay \$0, UC/ER Copay \$0, Rx Coverage ABC Rx, EA1 & HEQ rider

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA/FSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

Annually, the Association shall elect and implement the MESSA medical plan options that will be available beginning January 1, of each subsequent year with MESSA.

Section 2. Section 125 Plan. The College will, at its expense offer, in accordance with Internal Revenue Code Section 125, Association Members the ability to elect either the above-described health insurance coverages, or in lieu thereof to receive additional cash compensation equal to \$3,500 annually. To qualify for cash in lieu of medical plan compensation under this section, the bargaining unit member must provide a current certificate of medical coverage from an alternate medical insurance provider detailing the bargaining unit member is covered by medical insurance not supplied by the College. If the bargaining unit member loses medical coverage, they will be given the option to enroll in a medical plan and cash compensation under this section will cease when medical insurance coverage begins.

The bargaining unit member's health care coverage premium(s) contribution will be payroll deducted, in equal bi-weekly monthly amounts from each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding.

Eligible bargaining unit members (electing a non-qualified high deductible health care plan) may elect to contribute, through payroll deduction and electronic transfer, additional money towards their flexible spending account up to the maximum amounts allowed by the qualified Section 125 Plan MESSA plan.

Section 3. Dental and Vision Insurance. Dental and Vision coverage for bargaining unit members and their eligible dependents shall be the Dental plan elected and implemented by the Association. It is understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual Association members.

The current MESSA Dental and Vision plans are –

- Dental 100/90/90/90, 2 Cleanings, Sealants, Annual Max \$1500, Lifetime Max UCR.
- Vision VSP 3 Plus P

Section 4. Long Term Disability. The College shall provide at its cost, on behalf of all bargaining unit employees Long-Term Disability Insurance coverage. Regarding such coverage, the College shall be obligated only to tender premiums, it being understood that the carrier shall make all decisions about application procedures and the insurability of individual Association members.

The current MESSA LTD Benefit plan is 70% Max \$6,000, Max Monthly Salary \$8,571, Waiting Period 90 CDMF, Alcohol/Drug 2 Year Limitation, Mental/Nervous 2 Year Limitation, Soc. Sec. Offset Family, Own-Occupation 2 Years, Pre-Exist Cond Waived, COLA No, SS Freeze Yes.

Section 5. Life and Accidental Death and Dismemberment Insurance. The College shall provide at its cost, on behalf of all bargaining unit employees term life insurance. In the event of accidental death, said insurance shall pay double the insured amount; in the event of accidental dismemberment, the insurance shall pay in accordance with the coverage schedule.

With respect to said coverages, the College shall be obliged only to tender premiums, it being understood that the insurance carrier shall make all decisions regarding application procedures and the insurability of individual employees. The Life insurance coverage shall be two times the salary, \$100,000 Max; The AD&D coverage shall be two times the salary, \$100,000 Max. The changes to Life & AD&D coverage shall be effective November 1, 2023.

Section 6. College Agreement to Pay Premiums. The CMO Association shall decide on coverage needed for its members and implement such coverage beginning January 1, of each subsequent year with MESSA for insurance plans listed in Sections 1-5. Once implemented, the College will pay the monthly premiums. The College will tender premiums only at the cost for the current coverage levels listed, any costs due to purchasing a higher level of coverage will be passed to the bargaining unit members of the Association.

ARTICLE 22

TUITION WAIVER/TUITION REIMBURSEMENT

Section 1. Tuition and fee waiver at NCMC.

Full-time employees - The Employer grants a total of 30 credit hours per 12 months for tuition and registration fees per employee and family combined (employee, spouse and dependent children as defined by the IRS and claimed as your dependent for federal income tax purposes).

- A. Calculation of the 30 credit hours will begin with the fall semester and continue in the spring and then in the summer semester, in that order.
- B. If employee (or their spouse or dependent children) drop a class any time during the Drop-and-Add Period, no charge will be made against the 30 hours available to them. However, they may still be responsible for fees paid by them (or their spouse or dependent children), depending on the normal refund policy. If the class is dropped after the end of the Drop-and-Add Period, the hours will be credited against the 30 credit hours available to them.

- C. Employee may take the classes during your normal working hours if coverage is available.
- D. Arrangements must be worked out with their Supervisor in advance.
- E. Tuition Waiver is available for use during active employment only.
- F. In cases of dual enrollment, dual enrolled dependents shall exhaust all available outside funding before receiving Tuition Waivers. The combination of outside funding and Tuition Waiver shall not exceed the cost of enrollment and shall not generate a refund.

Section 2. Tuition Reimbursement at other institutions.

NCMC recognizes the substantial benefits of continuous learning for the individual and the institution. To assist employees in attaining their professional and educational goals, maintaining up-to-date knowledge of their field, and in pursuing higher education opportunities not available at North Central, the Employer is offering a Tuition Reimbursement Program to defray the costs of tuition at other institutions.

Funding for tuition reimbursement for full-time employees shall be as follows:

TUITION REIMBURSEMENT ELIGIBILITY:

- A. Employees must complete one full year of employment before being eligible for tuition reimbursement;
- B. The class(es) are not available at NCMC
- C. Tuition reimbursement only covers courses related to the individual's employment. Not all course work in a degree program will qualify for the tuition reimbursement program. (This is not intended to cover the cost of obtaining the requirements of the employee's current position.)
- D. A tuition reimbursement application must be submitted and preapproved by the immediate supervisor and the respective Vice President. Upon their approval, the application will be presented to the staff development subcommittee for final review.
- E. Available funds will be divided equally into three semesters: summer, fall and winter;
- F. Preapproved application deadline dates are as follows:
 - Summer semester submitted by May 30th
 - Fall semester submitted by September 15th
 - Winter semester submitted by January 30th
- G. All course work must normally be taken outside of the employee's regular work hours.

- H. Tuition reimbursement is for tuition only and does not include reimbursement for fees, books or other related expenses. You must submit a clear receipt showing actual tuition costs.
- I. Tuition reimbursement shall not exceed \$2,500 per employee, per fiscal year.
- J. The number of employees funded per year will be based on the amount of funds available. Applicants may receive partial or no funding depending upon availability of funds during that period.

Tuition Reimbursement Process: All supporting documentation (grade report and tuition receipt) must be submitted to the Human Resource Office within six weeks of course completion. Tuition reimbursement will be awarded only when the following criteria have been met:

- A. Verification of grade of "C" or better or "Passing.
- B. Submission of original receipt of tuition payment. Actual tuition cost must be clearly stated on receipt.

ARTICLE 23

JOB DESCRIPTIONS

The Employer shall provide and maintain job descriptions for each position under this Collective Bargaining Agreement, made available electronically.

All newly employed bargaining unit members shall be given a copy of their job description and a copy of this Agreement upon onboarding.

ARTICLE 24

WORKPLACE SAFETY

The Employer and the Association agree that the safety of employees is very important, and agree that all legal obligations and duties imposed by law upon the Employer and the Employees for the preservation of life and property shall be complied with to the fullest extent.

- A. The employee will abide by all rules and regulations of the Employer for the protection and preservation of life and property.
- B. When an employee identifies equipment or other conditions that are unsafe for use in the performance of their duties, they have a duty to timely report such unsafe conditions to their supervisor.

ARTICLE 25

WORKPLACE INJURIES

All employees shall abide by any and all safety rules and regulations as required by law, regulations and the Employer to avoid injury. If an injury occurs in the course of employment, the Employer provided Workers' Compensation insurance is the appropriate coverage for medical expenses and lost work time due to work related incidents.

An employee who is injured on the job, or whose injury or illness is directly related to the performance of job duties, regardless of severity of the injury or illness, must immediately report the work-related injury or illness per the Workers' Compensation guidance as listed under the Human Resources heading on SharePoint.

Injured workers must immediately:

1. Report the occurrence to their immediate supervisor.
2. Contact 911 or if able to drive self, leave the workplace to seek medical attention using an authorization for treatment form provided by their supervisor.
3. Complete a Workers' Compensation incident report, obtained from their immediate supervisor, providing details of the occurrence.
4. Report the occurrence to the Human Resources department as soon as possible and promptly submit any medical invoices and doctor's recommendation for lost work time to the Human Resources department.

If the employee is absent because of a work-related injury or disease, the employee will receive worker's compensation benefits per statute and policy. All workers compensation lost work time will run concurrently with and the employee will be afforded all the protections under the Family Medical Leave Act.

If the employee has payroll deductions when workers' compensation pay commences, the employee shall submit the employee's share of benefits premiums and retirement funding directly to the Employer's payroll department monthly to ensure continuation of benefits coverages and retirement funding.

Workers' Compensation benefits will be supplemented by accrued sick leave credits until they are exhausted to maintain regular gross income. When accrued sick leave hours are exhausted, the employee may elect to use accrued vacation and/or personal leave hours to supplement Workers' Compensation benefits.

ARTICLE 26

EVALUATION

The purpose of the employee performance evaluation is to determine the effectiveness of an employee in their position. Employees and supervisors meet to reflect on an

employee's past goals, accomplishments, job skills and interactive skills. The Employee's written evaluation will also set future goals. If necessary, the employee's written evaluation will identify and outline a plan for areas of improvement, including specific ways to improve. An employee's signature on the evaluation does not constitute agreement with the evaluation, but acknowledges receipt of a copy of the evaluation.

The employee shall have the right to add a response to the evaluation to be retained in the personnel file with the evaluation.

Each employee will be evaluated in writing by their immediate supervisor twice during the probationary period and annually each fiscal year thereafter. Supervisors are responsible for timely completion of performance evaluations and presentation to the employee.

Unsatisfactory performance, if uncorrected, may result in either demotion to duties better aligned with skill level or dismissal. Completed performance evaluation forms are retained with personnel records.

ARTICLE 27

PARKING

The Employer shall continue to provide adequately lit and properly maintained parking facilities for employees at no charge to the employees. The parking facilities shall contain sufficient space for all bargaining unit members.

ARTICLE 28

RETIREMENT

Upon employment with the College, the bargaining unit member shall be provided information regarding their choices for retirement programs offered by the Employer. The Employer shall make retirement contributions as required by law.

ARTICLE 29

INCLEMENT WEATHER/EMERGENCY CLOSURE

If it is necessary to cancel classes on campus, the administration will make every effort to notify all local radio and TV stations by 6:30 a.m. for day classes and 4:00 p.m. for evening classes.

If the College closes (weather, power outage, etc.), non-custodial and non-maintenance employees who are scheduled to work do not have to report to work and will be compensated for their scheduled hours ("Closure Pay"). Closure Pay will not be counted

toward overtime calculations. Association members who are requested to work a regular or scheduled shift will be paid for all hours worked in addition to Closure Pay.

All Maintenance and custodial staff are expected to report to work as scheduled during weather or other emergency closures. In cases where the supervisor determines that a full crew of maintenance and custodial personnel are not needed, employees who do not have to report to work or are sent home will receive Closure Pay. Employees who work will be compensated for their hours worked in addition to Closure Pay. Closure Pay will not be counted toward overtime calculations.

Maintenance and custodial personnel will be instructed to not report or to leave work on a rotating basis beginning with the most senior staff member, then following the seniority schedule. On subsequent occurrences, the supervisor will instruct the next person on the seniority list to stay home or leave as needed. Once the seniority list has been exhausted, the seniority-based rotation will start again. This seniority list is maintained and followed by the Director of Physical Plant.

Employees who are unavailable for work because of vacation, sick, personal, or other leave shall not receive Closure Pay.

On those occasions when there the College does not close, but inclement weather prevents a regularly scheduled employee from reporting to work, the employee shall select one of the following options:

1. Time is charged to vacation time.
2. Time is charged to personal time.

If Employee has no leave time available, they will receive no pay for the shift not worked.

ARTICLE 30

WORK ATTIRE

The Employer will provide physical plant employees with a set of uniform work shirts and other attire appropriate for the work assigned, and will replace worn shirts as necessary. Employees are responsible for laundering and maintaining clothing.

Physical plant Employees will receive a footwear allowance \$100 per year, payable on the first payday of the fiscal year, to be used to purchase suitable footwear for their work.

ARTICLE 31

MISCELLANEOUS

Section 1. Conformity to Law

- A. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall void and render inoperative such provisions but shall not affect the remaining portions of this Agreement.
- B. Upon mutual agreement of the Employer and the Association a meeting may be called to discuss the effects of the above paragraph.
- C. No agreement or modification of any of the terms, conditions or covenants contained herein shall be made by an employee, or group of employees, covered by the terms of this Agreement with the Association, unless executed in writing between the parties.
- D. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 2. Settlement of Outstanding Issues. The Parties agree that as part of this Agreement, all outstanding issues have been resolved and will not be raised in the future by the Association or its members, and that any Unfair Labor Practice Charges will be withdrawn.

ARTICLE 32

TOTAL AGREEMENT

It is the intent of the parties that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their relationship and be the sole source of benefits, terms and conditions of employment, rights or claims which may be asserted in arbitration, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, including past existent benefits, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall

not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplations of either or both of the parties at the time that they negotiated or signed this Agreement.

The parties agree that if during the life of this Agreement, any of its provisions are found by a court of binding jurisdiction in a non-appealable determination to be illegal or otherwise contrary to law, such provisions shall be deemed null and void, but the rest of this collective bargaining agreement shall remain in full force and effect. The parties will negotiate in good faith in an attempt to replace any provision which has been so found to be null and void and which either party wishes to replace with a successor provision; provided, however, that in the event the parties are unable to achieve a replacement provision, the No Strike/No Lockout provisions of this Agreement shall remain in full force and effect.

ARTICLE 33

DURATION OF AGREEMENT


This Agreement shall become effective as of the date of approval of the agreement by all parties or July 1, 2023, whichever is later, and shall remain in full force and effect through June 30, 2027, and from year to year thereafter unless either party serves a written notice upon the other at least 60 calendar days prior to its expiration that it desires to terminate, modify or amend this agreement.

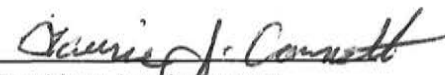
NORTH CENTRAL MICHIGAN COLLEGE
BOARD OF TRUSTEES


NORTH CENTRAL MICHIGAN COLLEGE
SUPPORT PERSONNEL ASSOCIATION-
MEA/NEA


Chairperson


Secretary


Treasurer


Co-President, Laurie Cornett


Co-President, Randy Greenacre


MEA UniServ Representative

EXHIBIT A

POSITIONS BY GROUPS

Group 1 Positions

Custodian
Secretary/Receptionist/Office Assistant

Group 2 Positions

Administrative Assistant to Vice President
Administrative Assistant to Dean
Administrative Assistant to Foundation Office
Tutoring and Testing Coordinator

Group 3 Positions

Accounts Payable Specialist
Accounts Receivable Specialist
Admissions Specialist
Instructional Specialist
Library Specialist
Student Account Specialist
Maintenance Technician

Group 4 Positions

Financial Aid Associate
Library Academic Technology Support
Assistant Registrar

Group 5 Positions

Maintenance Technician Electrical
Maintenance Technician HVAC
Senior Support Technician

EXHIBIT B

WAGE SCALE 23-24, 24-25, 25-26, 26-27

	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>	<u>26-27</u>
<u>Group 1</u>				
Year 0	\$16.50	\$17.00	\$17.50	\$18.03
Year 1	\$17.50	\$18.03	\$18.57	\$19.12
Year 2	\$17.75	\$18.28	\$18.83	\$19.40
Year 3	\$18.00	\$18.54	\$19.10	\$19.67
Year 4	\$18.25	\$18.80	\$19.36	\$19.94
Year 5	\$18.50	\$19.06	\$19.63	\$20.22
Year 8	\$18.75	\$19.31	\$19.89	\$20.49
Year 11	\$19.00	\$19.57	\$20.16	\$20.76
Year 14	\$19.60	\$20.19	\$20.79	\$21.42
<u>Group 2</u>				
Year 0	\$19.15	\$19.72	\$20.32	\$20.93
Year 1	\$20.00	\$20.60	\$21.22	\$21.85
Year 2	\$20.25	\$20.86	\$21.48	\$22.13
Year 3	\$20.50	\$21.12	\$21.75	\$22.40
Year 4	\$20.85	\$21.48	\$22.12	\$22.78
Year 5	\$21.45	\$22.09	\$22.76	\$23.44
Year 8	\$22.00	\$22.66	\$23.34	\$24.04
Year 11	\$22.50	\$23.18	\$23.87	\$24.59
Year 14	\$24.90	\$25.65	\$26.42	\$27.21
<u>Group 3</u>				
Year 0	\$20.55	\$21.17	\$21.80	\$22.46
Year 1	\$21.35	\$21.99	\$22.65	\$23.33
Year 2	\$21.70	\$22.35	\$23.02	\$23.71

Year 3	\$22.15	\$22.81	\$23.50	\$24.20
Year 4	\$22.50	\$23.18	\$23.87	\$24.59
Year 5	\$22.95	\$23.64	\$24.35	\$25.08
Year 8	\$24.25	\$24.98	\$25.73	\$26.50
Year 11	\$24.75	\$25.49	\$26.26	\$27.04
Year 14	\$25.65	\$26.42	\$27.21	\$28.03

Group 4

Year 0	\$22.00	\$22.66	\$23.34	\$24.04
Year 1	\$23.00	\$23.69	\$24.40	\$25.13
Year 2	\$23.25	\$23.95	\$24.67	\$25.41
Year 3	\$23.50	\$24.21	\$24.93	\$25.68
Year 4	\$23.75	\$24.46	\$25.20	\$25.95
Year 5	\$24.50	\$25.24	\$25.99	\$26.77
Year 8	\$25.00	\$25.75	\$26.52	\$27.32
Year 11	\$26.00	\$26.78	\$27.58	\$28.41
Year 14	\$28.50	\$29.36	\$30.24	\$31.14

Group 5

Year 0	\$24.55	\$25.29	\$26.05	\$26.83
Year 1	\$25.40	\$26.16	\$26.95	\$27.76
Year 2	\$25.80	\$26.57	\$27.37	\$28.19
Year 3	\$26.20	\$26.99	\$27.80	\$28.63
Year 4	\$26.60	\$27.40	\$28.22	\$29.07
Year 5	\$27.30	\$28.12	\$28.96	\$29.83
Year 8	\$27.90	\$28.74	\$29.60	\$30.49
Year 11	\$28.70	\$29.56	\$30.45	\$31.36
Year 14	\$31.20	\$32.14	\$33.10	\$34.09

EXHIBIT C

SENIORITY LIST AS OF SEPTEMBER 28, 2023

Legal First Name	Legal Last Name	Seniority Date	Seniority
Kim	Burns	05/30/1995	28 Years 3 Months
Laurie	Cornett	04/29/2004	19 Years 4 Months
Randy	Greenacre	09/21/2005	18 Years 0 Months
Timothy	Roback	10/03/2005	17 Years 11 Months
Jon	Hamlin	07/17/2006	17 Years 2 Months
Nicki	Morris	03/31/2008	15 Years 5 Months
Kristine	Willis	09/28/2009	14 Years 0 Months
Amy	Wicker	01/06/2014	9 Years 8 Months
Michael	Farkas	08/17/2015	8 Years 1 Months
Samantha	Badgley	06/07/2016	7 Years 3 Months
David	Burek	11/21/2016	6 Years 10 Months
William	Carson	01/03/2017	6 Years 8 Months
Rudi	Raab	05/29/2018	5 Years 3 Months
Bradley	Frisbie	07/09/2018	5 Years 2 Months
Alexandria	Jablinski	10/24/2018	4 Years 11 Months
Diane	Brazier	01/18/2021	2 Years 8 Months
Benjamin	Bester	08/16/2021	2 Years 1 Months
Betsy	Oberg	10/11/2021	1 Years 11 Months
Katherine	Stark	04/04/2022	1 Years 5 Months
Justin	Lewis	11/01/2022	0 Years 10 Months
Catherine	Degnan	11/18/2022	0 Years 10 Months
Jessica	Smith	12/19/2022	0 Years 9 Months
Elizabeth	Fisher-Polasky	02/28/2023	0 Years 7 Months
Jennifer	Niemiec	06/05/2023	0 Years 3 Months
Kathleen	Bettes	09/18/2023	0 Years 0 Months

