***THIS AGREEMENT*** is made by the Board of Trustees of the Montcalm Community College (hereinafter "the Board") and the Montcalm Community College Administrative Council (hereinafter "the Council").

# ARTICLE 1

# RECOGNITION

Section 1.1

a. The Board hereby recognizes the Administrative Council, as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all full time Administrators who are “exempt” employees as defined by the Fair Labor Standards Act, except for Central Administrators.

b. Each Administrator shall have the option of joining, or not joining, the Administrative Council. Any dues or fees paid to the Administrative Council must be done voluntarily by the Administrator.

Section 1.2

An Administrator is an individual who is not Faculty or Support Staff, who supervises other employees and/or a functional area.

The term "Administrator," when used herein, shall refer to all exempt members of the bargaining unit represented by the Council.

Section 1.3

The term "Central Administrator," when used herein, shall refer to: The President, chief academic officer, chief business officer, and chief human resources officer.

Section 1.4

The term “Joint Bargaining Team,” when used herein, shall refer to the members of the Council and the Central Administration who negotiated this Master Agreement.

# ARTICLE 2

# ADMINISTRATIVE COUNCIL RIGHTS

Section 2.1

The rights granted to the Administrators in this Contract shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

Section 2.2

The Central Administration shall be advised in writing of the officers and other persons authorized to represent the Council in its dealings with the College. Such persons shall be permitted to transact official Council business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the carrying out of professional responsibilities of any Administrators including the representatives of the Council.

Section 2.3

The Board agrees to furnish authorized representatives of the Council, in response to reasonable requests from time to time, information concerning the financial resources of the College including but not limited to: annual budgetary requirements and allocations, agendas and minutes of all Board meetings, official treasurer's reports, application and enrollment data and such other information as will assist the Council in developing intelligent, accurate, informed and constructive proposals on behalf of the members; together with information which may be necessary for the Council to process any grievance or complaint; provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly; also, that the financial and personnel information requested might be rightfully divulged to anyone, and that such information will be made available in the form normally used by the various administrative offices.

## ARTICLE 3

## BOARD RIGHTS

Section 3.1

The Board is responsible for the operation of Montcalm Community College and retains all rights in connection therewith as are provided by Michigan law.

## ARTICLE 4

## NEGOTIATION PROCEDURES

Section 4.1

It is expected that conditions of employment provided in this agreement shall remain in effect until changes by mutual agreement in writing between the parties. However, it is recognized that, from time to time, important matters of mutual concern may arise. It may be in the public interest that the opportunity for discussion of such matters be provided. Upon mutual consent, the parties accordingly agree to cooperate in arranging meetings, selecting representatives, furnishing necessary information, and otherwise constructively resolving any such matters.

## ARTICLE 5

## APPOINTMENTS AND EMPLOYMENT

Section 5.1

Administrators shall be employed under annual written individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Such contracts shall be effective on July 1 and terminate on the subsequent June 30.

Section 5.2

Administrators may request to be employed under a contract for less than fifty-two (52) weeks per year. Such reduced contracts will be in accordance with College procedures.

Section 5.3

All such contracts shall be issued no later than June 15 or seven (7) calendar days following the date when notice of ratification of a succeeding Master Agreement has been given by each party to the other, whichever is later.

Section 5.4

Such contracts are to be signed and returned to the College President's office two (2) weeks after their receipt by the Administrator. Failure to return a signed contract by the date due shall be considered as notice of intent not to return to Montcalm Community College for the following contract year.

Section 5.5

Each Administrator shall observe a reasonable work schedule subject to the approval of that Administrator's immediate supervisor. Such schedule should reflect the needs for supervision of the Administrator's area of responsibility, the need to participate in meetings and conferences on and off campus, the responsibility to complete required reports, the need to maintain contact with other colleges and with the community, and other demands relating to professional administration.

Section 5.6

The Board shall have the right to decide whether or not to fill any vacant administrative position. Vacant administrative positions which the Board decides to fill shall be posted for a minimum of five (5) business days before being filled.

Section 5.7

Any Administrator who applies and is qualified for such position shall be interviewed for such position.

Section 5.8

The names of candidates for an Administrative position shall be submitted to an ad hoc interview committee composed of Administrators, faculty and/or other professional staff chosen by the President for its consideration. That committee shall make its recommendation to the President.

Section 5.9

The President shall have the complete right to make all appointments to any Administrative position, provided that in making such appointments s/he will not discriminate with regard to sex, race, color, age, religion, country of origin or ancestry, political beliefs, marital status, or membership or participation in or association with the activities of any professional organization.

Section 5.10

If the President decides not to fill any vacant Administrative position, the Council shall be notified as to any re-allocation of functions previously performed by such Administrator. Similarly, notices of any change in job description which may be required as a result of any such re-allocation of functions shall be given to any Administrator who would be affected thereby.

Section 5.11

If any Administrator asks or is asked to teach a class or classes, all arrangements for additional compensation and/or release time shall be made before the time such teaching begins (see Section 22.2).

Section 5.12

The college may assign administrators to work in prisons, judiciously, and with previous discussion with involved parties, unless the assignment is part of the job description for the position for which the employee was hired.

Section 5.13

All members of the Council are encouraged to make and maintain community connections within the College service area. Job descriptions for administrative positions specifically requiring such community connections will contain language describing the level of expectation.

Section 5.14

All employees deserve to be treated with dignity and respect. The College defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. This includes the use of technology to conduct, facilitate, or encourage bullying behavior.

The College will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. Employees should also review, and abide by, the College policy regarding unlawful harassment.

Bullying may be intentional or unintentional. However, as in sexual harassment, it is the effect of the behavior upon the individual, rather than the intent of the alleged bully, which is important. The College considers the following types of behavior examples of bullying:

- Verbal Bullying: slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property
- Gesture Bullying: non-verbal threatening gestures, glances which can convey threatening messages
- Exclusion: socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting, raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors which cannot be documented
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of someone to do their work (e.g. overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Inflicting menial tasks not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

## **ARTICLE 6**

## NO INTERRUPTION OF EDUCATION

Section 6.1

Consistent with the declared purpose of providing postsecondary education opportunities for the students of Montcalm Community College, the Council and the Administrators agree that during the life of this Agreement, and under specific conditions agreed thereto, they will not encourage, participate in, or cause any interruption in the operation of the College or the educational programs of Montcalm Community College students.

## ARTICLE 7

## DUTIES AND RESPONSIBILITIES

Section 7.1

The Board shall have the right to establish and equitably enforce rules and policies relating to the duties and responsibilities of Administrators, provided these rules and policies do not conflict with this Agreement.

A job description shall be prepared for each Administrative position. It will be reviewed in conjunction with the Administrator's annual evaluation and updated as appropriate.

## ARTICLE 8

## PERFORMANCE APPRAISAL

Section 8.1

The Board and the Council acknowledge their joint commitment to attracting, retaining, and motivating capable employees who contribute to the success of the College. Accordingly, the following performance appraisal process has been designed to provide each Administrator with timely information to assist them in identifying strengths as well as areas for professional development.

A written performance appraisal shall be made of each Administrator each school year. Normally, this will be done by that Administrator's supervisor. The format of the performance appraisal instrument to be used will be made known to each Administrator at the beginning of that year. The Council and the Central Administration shall review the performance appraisal instrument as necessary.

Section 8.2

The performance appraisal shall be completed, reviewed with the appraiser and discussed with the Administrator no later than November 30 of each calendar year.

Section 8.3

A new Administrator or an Administrator transferred to a new position shall have a performance appraisal six (6) months from the date of appointment to such position. The objective of such appraisal is to promote an understanding of the new responsibilities and to ensure that the Administrator gets off to a good start and review their goals in the new position. Subsequent evaluations will occur in accordance to the annual schedule for all administrative staff.

1. Salary Review

a. New Administrators

The initial six-month performance appraisal of a new administrator may also include a review of the administrator's compensation. The Supervisor and the administrator will together review the administrator's accomplishments during the first six months, as well as any challenges or difficulties faced by the administrator. If, in the judgment of the Supervisor, a salary increase is warranted as a result of the administrator's initial six-month performance, the Supervisor shall submit a request for salary review to the joint bargaining teams. **It is clearly understood that the action of submitting a request for a salary review does not guarantee any adjustment to the administrator's compensation.**

In making a recommendation for a salary review, the Supervisor shall consider the following as rationale for the requested salary adjustment:

1. Progress made by the administrator on the agreed upon performance goals.
2. Potential for future growth demonstrated by the administrator in his/her performance.
3. Demonstration of, and commitment to, essential "soft skills" necessary to be an effective member of the organization. Examples would include effective listening and communication skills, collaboration and teamwork skills, time management, self-awareness and potential for taking on additional responsibilities.
4. The administrator's pride and care taken in his/her work, commitment to MCC's vision, mission and goals, innovative approaches to work, and attitude toward colleagues and work to be accomplished.
5. The compensation level at which the administrator was initially placed at time of employment as compared to comparable market positions.
6. Other factors that contribute to the likelihood of the administrator's continued success.

If the Supervisor does not support a salary increase for the administrator at the six-month appraisal point, this should not be viewed as any repudiation of the administrator's performance (unless specifically noted in the appraisal document). It is understood that a variety of reasons may contribute to this outcome.

b. Administrators Transferred to a New Position

The six-month performance appraisal of an administrator transferred to a new position may also provide an opportunity in which a salary review may be discussed. In making a recommendation for a salary review, the Supervisor shall follow the process and consider all the rationale outlined above in section 8.3, 1. a, referencing “New Administrators.”

c. Current Employees

If an Administrator believes that the level of responsibility of his/her job has changed, the administrator may submit a request for salary review. This review may only happen once per fiscal year, must be in writing, and must clearly demonstrate changes in the Administrator’s responsibilities and/or job duties. This request must be submitted to the Administrator’s direct supervisor. If the supervisor agrees that there has been a substantial change in the Administrator’s level of responsibility, he/she will submit the written request to the president of the Administrative Council who will convene a joint meeting between Central Administration and the Administrative Council to discuss the effect that the change will have on the compensation for that Administrator. If the supervisor does not believe that the outlined changes constitute a substantial change in the Administrator’s level of responsibility, the administrator may still appeal the request to the president of the Administrative Council for review by the joint bargaining team.

d. These evaluations will be completed using an established rubric.

Section 8.4

At the conclusion of the appraisal interview both of the principals shall sign the written document. The Administrator's signature means that the evaluation was conducted and does not necessarily indicate agreement with its content.

Section 8.5

If the appraisal is not acceptable to the Administrator, the following review procedure may be used:

a. The Administrator shall identify that portion of the appraisal considered unacceptable and state the reasons therefore in writing. Such statement shall be attached to and become part of the appraisal.

b. The Administrator may also ask to meet with the President for a review of the appraisal.

c. If such meeting with the President does not resolve the matter, the Administrator may request that the appraisal be reviewed with the joint bargaining team. The joint bargaining team will, within ten (10) weekdays thereafter, meet to discuss the matter.

1. The initiative for such action shall rest with the dissatisfied Administrator.

2. The dissatisfied Administrator must inform the President of the College, in writing, of the request for this informal review within fourteen (14) days after the meeting with the President as described in (1) above.

3. Such review shall be informal and shall consist of such investigation as the joint bargaining team shall consider appropriate. It shall, however, include a conference with the Administrator and the appraiser.

4. Within sixty (60) calendar days after initiation of the request for review the joint bargaining team shall issue its written decision which shall be final.

d. The above process may be abandoned by mutual consent at any step.

## ARTICLE 9

## CHANGES IN ORGANIZATION

Section 9.1

Before the Board decides to make any change in the organizational structure of the College which would have an effect on the duties and responsibilities of any Administrator, notice of such a proposed change will be given to the Council. Upon request by the Council made within fourteen (14) days thereafter, the President or the President's designee shall meet with a committee of the Council to review the proposed changes and to receive its response and comments. Such comments will be considered before the proposed organizational change or any modification thereof is implemented. If the President disagrees with the committee's suggestions, the President will convey the reasons for disagreement in writing to the committee.

Section 9.2

Any Administrator whose position is eliminated by a change in organization shall, for the remaining term of his/her individual contract of employment, be offered assignment to any then vacant Administrative position for which the President considers that Administrator to be qualified and which the President desires to fill. The Administrator may request assignment to a position in another employee group which the President has determined to be vacant, if qualified therefore and eligible for such assignment under the terms of any collective bargaining agreement which is applicable. In either case, the Administrator shall be paid the rate of pay for the position to which assigned.

## ARTICLE 10

## PROFESSIONAL DEVELOPMENT

Section 10.1

The College and the Administrative Council acknowledge the value of professional development and are jointly committed to the continuous enhancement of the many facets of employees' lives which impact on their professional competence and success. In recognition of this commitment, each administrator is required to annually create and pursue a professional development plan aimed at maintaining competency, increasing proficiency, and broadening skills. Each administrator's plan should be based on a statement of future professional goals and must include at least one (1) goal that is aligned to the College's Vision, Mission or Strategic Plan and must include a description of how the outcomes of those goals will be assessed. Activities included in the plan should be consistent with these stated goals and may consist of traditional coursework, professional conferences, assessment of relevant operations at other organizations and educational institutions, and other activities which support professional growth.

The College may provide funding for credit coursework which shows clear, reciprocal advantage to the institution or which is directly related to the administrator's job function. Refer to Section 22.1B for Funding for credit coursework taken at institutions other than Montcalm Community College.

The professional development plan and the administrator's activities pursuant thereto will be reviewed with the administrator's immediate supervisor. College resources will generally be expended to support only the professional development activities of administrators who have prepared a professional development plan.

# ARTICLE 11

This Article shall not apply to any Administrator whose annual contract is based upon number of hours worked.

## VACATION

Section 11.1

Paid vacation days will be provided to Administrators whose individual contracts are for forty (40) or more weeks per year.

Section 11.2

Vacation is earned at the base rate of two (2) days per completed month of employment. In the tenth through fourteenth years of continuous full-time employment at the College in any capacity, an additional two (2) vacation days will be available annually (for an annual total of 26 days). In the fifteenth through nineteenth years of continuous full-time employment at the College in any capacity, an additional four (4) vacation days will be available annually (for an

annual total of 28 days). In the twentieth year of continuous full-time employment at the College in any capacity and thereafter, an additional six (6) vacation days will be available annually (for an annual total of 30 days). These additional vacation days will be available for the employee to use immediately upon reaching his/her appropriate employment anniversary date.

Beginning July 1, 2016, additional vacation days will be earned based on continuous *full-time* employment *at the College in any capacity.* Administrators whose earned vacation increases due to this clarification will receive those additional days beginning in the 2016 – 2017 contract year, but will not receive any additional days that may have been earned prior to the effective date of this clarification.

Section 11.3

A full-time Administrator whose individual contract is for fifty-two (52) weeks per year will earn paid vacation days annually as described in Section 11.2. A full-time Administrator whose individual contract is less than fifty-two (52) weeks per year will have earned vacation days calculated on a pro rata basis according to the number of weeks or fractions thereof worked.

Section 11.4

Vacation may be taken at any time in the period when eligibility has been established, days earned, and approval obtained from the Administrator's supervisor.

Section 11.5

Vacation days are not normally cumulative; however, Administrators may carry a maximum number of days into the next fiscal year. This maximum shall be equal to two times the number of vacation days earned annually as described in Section 11.2. Vacation days beyond this maximum at the end of the fiscal year will be converted to sick leave. If an Administrator has to forfeit a part or all of earned vacation days during a fiscal year because of a special College request not to take vacation, an exception can be made upon the recommendation of the supervising Administrator and the approval of the President.

Section 11.6

Payment of vacation days will be at the contractual rate of the Administrator effective at the time the vacation is taken.

Section 11.7

When possible, the Administrator should notify the appropriate supervising Administrator a minimum of one month in advance for approval.

Section 11.8

An Administrator transferred from one Administrative position to another shall be permitted to carry accumulated vacation days to the new position, subject to the above limitations.

Section 11.9

At the time of termination of employment, an Administrator shall be compensated at the current rate of pay for unused earned vacation to a maximum number of days. This maximum shall be equal to fifteen (15) days plus the number of vacation days earned annually as described in Section 11.2.

## ARTICLE 12

This Article shall not apply to any Administrator whose annual contract is based upon number of hours worked.

## HOLIDAYS

Section 12.1

The following holidays are recognized, and an Administrator's regular salary shall not be reduced for not working on such holidays:

a) New Year's Day (January 1)
b) Friday during spring break
c) Memorial Day (last Monday in May)
d) Independence Day (July 4)
e) Labor Day (first Monday in September)
f) Thanksgiving Day (fourth Thursday in November plus the day before and the day after)
g) Christmas Eve Day (December 24 when it is a Monday through Friday work day)
h) Christmas Day (December 25)
i) One (1) floating day of the employee's choice, which must be scheduled with the approval of the employee's supervisor.

When a holiday falls on Saturday, the preceding Friday shall be considered the holiday. If any of the above holidays falls on a Sunday, the offices will be closed on the following Monday. Administrators shall be granted four (4) paid leave days between the Christmas and New Year's holidays. An Administrator may be assigned to work on some or all of the workdays which fall between Christmas and New Year's Day. If an Administrator is assigned to work on some or all of these days, he/she may choose, for each of the days worked, to be paid an additional amount prorated according to his/her salary or to receive equivalent time off.

## ARTICLE 13

## UNPAID LEAVES OF ABSENCE

Section 13.1 Child Care Leave

Upon written request, an Administrator who is an expectant parent may be granted Child Care Leave, without pay, for the purpose of child bearing and/or rearing.

a. An expectant mother shall request a leave at least five (5) months prior to the expected birth, which request shall indicate the date on which she desires to begin and end such leave.

b. Child Care Leave shall begin anytime that is reasonable to the Administrator and in the best interest of the College and may continue for a maximum of one (1) year. Such leave may be extended for six (6) months by written agreement between the President and the Administrator.

c. At least three (3) months before the expiration of such leave, the Administrator must submit, in writing to the President, either a statement of intention to return, as agreed, or a request for an extension of the leave.

d. A male Administrator, upon written request made at least five (5) months in advance, may be granted a Child Care Leave to begin at a specified time between the birth of a child to his wife and one year thereafter.

e. In the event of the death of the object child of the leave, the leave of absence may be terminated.

f. Upon return, if a position is available, the Administrator shall be reinstated to the former position or a comparable position based upon qualification.

g. Administrators on Child Care Leave have the right to maintain all fringe benefits at no cost to the College. Advance notice of the desire to maintain said fringe benefits shall be given to the College in writing.

h. Any full-time employee hired to replace an Administrator on Child Care Leave is employed under temporary contract terminable upon return of the Administrator on leave.

Section 13.2 Military Leave

An Administrator may request an unpaid leave of absence for reasons not otherwise specified herein. Request for such leave shall be made in writing and shall state the reason therefore and the duration thereof. The President shall have complete and final authority to approve or deny such request. The term of such leave and the position to which the Administrator will return upon expiration may be determined at the time any such leave is approved. Failure to return at the specified time shall be considered to be a voluntary resignation.

13.3 Unpaid Leave

An Administrator may request an unpaid leave of absence for reasons not otherwise specified herein. Request for such leave shall be made in writing and shall state the reason therefore and the duration thereof. The President shall have complete and final authority to approve or deny such request. The term of such leave and the position to which the Administrator will return upon expiration may be determined at the time any such leave is approved. Failure to return at the specified time shall be considered to be a voluntary resignation.

Section 13.4

Except as provided by law, all fringe benefits shall be suspended during any unpaid leave of absence, provided that (unless otherwise limited by the carrier) they may be continued at the Administrator's expense.

## ARTICLE 14

## PAID LEAVES OF ABSENCE

Section 14.1 Sick Leave

Sick Leave is defined as a period of an Administrator's absence because of personal illness or disability. Twelve (12) Sick Leave days will be made available at the beginning of an Administrator's first year of employment. Thereafter, each Administrator will be credited with one (1) day Sick Leave per month accumulative without limitation.

Administrators shall be allowed to use sick leave for personal illness or for inability to work because of pregnancy, childbirth and necessary recovery therefrom. Sick leave may also be used for absences required by the quarantine or serious illness of their children, parents, step parents or members of their immediate household.

Upon retirement into MPSERS or ORP plans, unused sick leave will be paid at the rate of $.50 per hour, up to a maximum of $1,000.

Section 14.2 Leave Transfer

Administrators may donate accumulated paid sick and/or vacation leave to another Administrator or MCCESPA Support Staff member as described in this section. Upon acceptance by the MCCESPA, the donation rules stated in this Agreement also apply to the MCCESPA members.

1. Donations can only be made to a specific person.
2. No "banking" of transferred leave is allowed.
3. Donations are final and cannot be withdrawn by the donor once the Leave Time Donation Form is executed, except upon a change in circumstances for the recipient as documented with the Director of Human Resources.
4. Unused donations revert to the donor.
5. Donations will be requested on a biweekly basis as requests are approved.
6. Donating Administrators must have a sick leave balance of greater than 500 hours before they can donate sick leave. Vacation time may be donated at any time.
7. The donated amount must not reduce their sick leave balance to be less than 500

hours.

Administrators requesting leave must meet the following eligibility:

a) when all of their available paid sick leave, and vacation leave have been exhausted;
b) when they have an illness or injury covered by FMLA guidelines;
c) when they are not eligible for paid leave from workers compensation, short-term disability or long-term disability; and
d) when additional leave is required for one of the allowable uses of sick leave stated in Section 14.1.

Requests for Leave Transfer must be submitted to the Director of Human Resources by the Administrator or by the Administrator's authorized representative. All requests for leave time transfer must be supported with medical and/or other documentation acceptable to the Director of Human Resources. The Director of Human Resources will verify that

a. the requesting employee's paid leave has been, or soon will be exhausted and, that
b. the donating Administrator has a sick leave balance of greater than 500 hours.

Once this verification is complete, the Director of Human Resources will notify all other employees that a request for leave time transfer has been made. Employees wishing to donate paid leave time to the requesting employee will complete a Leave Time Donation form and submit it to the Director of Human Resources.

Donations can be made in full hour increments only. The donating employee may not donate more than 50% of their current leave balance. All requests and donations will remain anonymous, to the extent practicable.

Any recipient employee's portion of benefit premiums will be the responsibility of the employee to maintain during any absence to insure continuation of coverage.

The maximum limit of leave time for an employee to receive under this Section is 12 work weeks based on a 40-hour week, 8-hour work day. The paid leave time runs concurrently with any Family and Medical Leave time. This policy does not create greater leave time for employees than exists by College policy, contract or law (e.g., it does not create 24 weeks of potential FMLA leave).

Disputes or complaints involving the granting or denial of leave time transfer or donation in any respect may be addressed through the grievance procedure.

Section 14.3 Bereavement

Each full-time Administrator shall be allowed leave, with pay, in the following cases:

a. A total of five (5) days will be allowed for each death in the immediate family/household. Additional days may be allowed but must be taken from Sick Leave for the death of a spouse, child, step or foster child, sibling,

parent, or for the death of a significant other previously registered with Human Resources.

b. The immediate family is interpreted to include: father, mother, brother, sister, husband, wife, son, daughter, grandparents, step or foster children, grandchildren and the equivalent in-law relationship of the above.

c. One (1) day will be allowed, when requested, for the death of a relative outside the immediate family, or for persons where the closeness of the relationship would warrant. The day will be taken from Sick Leave.

d. In the event of death in one's immediate family, time shall be allowed for travel. Such travel time shall also be deducted from Sick Leave.

e. All such leave shall be for the purpose of attending the funeral or memorial service for the deceased. The leave will also be allowed for attending to the funeral arrangements or matters relating to the settling of the deceased's estate. Proof of attendance at the funeral or appointments for other permitted purposes may be required. Use of the funeral leave for other legitimate reasons related to the death may be allowed at the discretion of the immediate supervisor.

Section 14.4 Jury Duty or Trial Witness Leave

An Administrator will be allowed time off, with pay, for days spent in jury service or as a trial witness. An Administrator excused from jury duty or as a trial witness for one-half day or more shall report to the College for regularly assigned duties. Compensation for jury duty or as a trial witness shall be remitted to the General Fund of the College.

Section 14.5 Sabbatical/Professional Development Leave

A full-time Administrator will be eligible to apply for a Sabbatical/Professional Development Leave after completing five (5) years of full-time service as an Administrator. Such requests shall be made to the President and shall comply with the relevant provisions of the College Policy Manual. The President shall have complete authority to approve or deny any such request.

## ARTICLE 15

## BUSINESS EXPENSE

Section 15.1

The nature of the College's operation requires that Administrators travel on College business when performing a variety of usual routine functions. For this kind of travel the College does not require the Administrator to receive prior travel authorization. However, an Administrator is required to submit a travel authorization form and to have prior approval of the appropriate supervisor to participate in non-routine travel.

Section 15.2

All requests for out-of-state travel must have the approval of the appropriate supervisor and the President, or his/her designee.

Section 15.3

All persons traveling on official business of Montcalm Community College will be reimbursed for added travel related to a specific assignment in their personal vehicles at the IRS approved rate.

## ARTICLE 16

## GRIEVANCE PROCEDURE

Section 16.1

The term “grievance” shall mean a complaint by an Administrator or by the Council in its own behalf that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 16.2 – STEP ONE

An Administrator shall initiate within ten (10) working days after becoming aware of the occurrence of the alleged violation, a request to first discuss the matter with an appropriate Central Administrator. If the grievance is not satisfactorily resolved at Step One, it may be submitted to Step Two by the Council.

Section 16.3 – STEP TWO

Within ten (10) working days of the Central Administrator’s response at Step One the Council shall submit to the President a written grievance which shall set forth the nature of the dispute and the relief requested. The President shall provide the Council a written answer to the said grievance within ten (10) working days of the grievance submission. If the answer received at Step Two is unacceptable to the Council, the grievance may be appealed to Step Three by the Council within ten (10) working days of said answer.

Section 16.4 – STEP THREE

The appeal shall be in writing to the joint bargaining team delivered through the College President. The joint bargaining team shall arrange for a grievance hearing within one (1) month after the date of the request for the hearing. Within ten (10) working days following the hearing the joint bargaining team shall provide the Council with a written answer. If the answer received at Step Three is unacceptable to the Council, the grievance may be appealed to Step

Four by the Council by providing the President with a written request for arbitration within ten (10) working days.

Section 16.5 – STEP FOUR

If the parties cannot agree upon an arbitrator within five (5) working days thereafter, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific articles or sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall be limited to deciding whether the College has violated specific Articles or Sections of this Agreement. The arbitrator shall not substitute his/her judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

3. Should either party dispute arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.

4. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the conclusion of the hearing. There shall be no appeal from the arbitrator's decision if within the scope of the arbitrator's authority as set forth above. It shall be final and binding on the Council, its members, the Administrator involved, and the College. Neither the College nor the Council shall encourage and both shall discourage any of their members to make an appeal to any Court or Board from a decision of an arbitrator, and neither shall attempt by any other means to bring about the settlement of any grievance.

5. The fees and expenses of the arbitrator shall be shared equally by the College and the Council. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## ARTICLE 17

## TERMINATION, NON-RENEWAL OF CONTRACT; LAY OFF AND RECALL

Section 17.1

No Administrator will be disciplined or terminated during the term of that Administrator's annual contract without just cause.

Section 17.2

An Administrator whose contract is not to be renewed shall be given three (3) months advance notice of such intention.

Section 17.3

An Administrator may, within ten (10) calendar days after receipt of such notice, request in writing a meeting with the President to discuss the intention of the President not to renew the contract. Such request shall be filed with the President of the College and shall contain a statement of the reason or reasons the Administrator believes the contract should be renewed.

Section 17.4

The meeting will be informal. The Administrator shall have the right to such representation as he/she shall wish and shall have an opportunity to present such statements, materials, documents and other evidence as that Administrator shall consider appropriate.

Section 17.5

The President shall make his/her decision no later than fourteen (14) days following the close of such hearing and shall advise the Administrator thereof, in writing, within seven (7) days thereafter. Such decision shall be final.

Section 17.6

An Administrator whose annual contract is not to be renewed shall have the right to request assignment to any position in another employee group which the Board has determined to be vacant, if the Administrator is qualified and eligible for such assignment under the terms of any collective bargaining agreement which is applicable.

Section 17.7

The President reserves the right to lay off Administrators without pay. Such layoff will normally not be effected during the term of an Administrator's annual contract but may be done at that time in the event of a financial exigency. A "financial exigency" will be determined by the President upon recommendation from the chief business officer and may be defined as:

a. a reduction in funding that makes it impractical to continue a position, or
b. a reduction in funding that makes it impractical to continue a program, or
c. other unforeseen sudden financial difficulties causing a hardship to continued College operations.

Employees laid off under this section, other than employees in positions funded by grants or external contracts, will receive fourteen (14) calendar days' notice of lay off.
Section 17.8

If, within two (2) years after layoff, the Board decides to recall the Administrator who was laid off, that Administrator will be offered recall to the position formerly held.

## ARTICLE 18

## EMPLOYMENT EXTERNAL TO THE COLLEGE

Section 18.1

Consulting duties, speaking and other personal engagements, supplemental employment, etc., should normally be scheduled during vacation time or at other times when the duties will not interfere with the Administrator's College responsibilities. When such an arrangement is not possible, the President may grant reasonable periods of time away from campus, with pay, for the Administrator to fulfill these types of duties. All fees and salaries received by the Administrator for the external employment opportunities, when on released time, shall be remitted to the General Fund of the College.

## ARTICLE 19

## RESIGNATION

Section 19.1

If, during the term of an individual contract, an Administrator wishes to resign, the Administrator shall notify the President, in writing, as early as possible in advance of the resignation date but no later than thirty (30) calendar days.

## ARTICLE 20

## OTHER

Section 20.1 Policy Manual

This Master Agreement supersedes the Policy Manual. In case of conflict with the Policy Manual, the Master Agreement prevails. In those areas not covered by the Master Agreement, the Policy Manual prevails.

A copy of the current Policy Manual shall be available electronically to each new Administrator. It shall be the responsibility of the President of the College to electronically furnish each Administrator with any addenda or changes in the Policy Manual and it shall be the responsibility of each Administrator to maintain his/her own copy of the Policy Manual in a current status.

Section 20.2 Tobacco-Free Campus

The Administrative Council continues to support a tobacco-free campus.

## ARTICLE 21

## COMPENSATION

Section 21.1: 2019-2020 Salaries:

| | |
|---|---|
| Administrative Systems Manager | $55,085 |
| Associate Director of IT | $66,563 |
| Communications Director | $56,774 |
| Creative Director | $61,200 |
| Dean for Ind. Ed. & Workforce Training | $95,696 |
| Dean of Nursing & Health Careers | $89,316 |
| Dean of Occupations & Program Assessment | $92,371 |
| Dean of Student & Enrollment Services | $92,826 |
| Director of Community & Alumni Relations | $50,540 |
| Digital Communications Specialist | $40,800 |
| Director of Accounting | $67,179 |
| Director of Apprenticeships & Workforce Training | $46,920 |
| Director of Facilities | $70,177 |
| Director of Financial Aid | $69,775 |
| Director of Food Service | $39,633 |
| Director of Information Tech. Services | $83,093 |
| Director of Student Success & Advising | $52,102 |
| Executive Dir for Inst. Adv. & MCCF | $80,580 |
| Financial Aid Coordinator | $50,481 |
| Instructional Technology Consultant | $69,806 |
| Lab Supervisor – Computer Information Sys. | $51,973 |
| Lab Supervisor – Industrial Technology | $58,481 |
| Lab Supervisor – Sciences | $42,698 |
| Recruitment Director | $41,657 |
| Research Analyst | $59,161 |
| Staff Accountant | $56,148 |

Actual increases for the years 7/1/2020 through 6/30/2021 and 7/1/2021 through 6/30/2022 will be at the rate of inflation for the preceding year as certified by the US Department of Labor, Bureau of Labor Statistics, but shall not be less than 2% or greater than 5%.

If, during the life of this Agreement, a new Administrator is employed to replace a current Administrator, his/her salary will be determined at the time of employment.

If, during the life of this Agreement, a new position is created, the joint bargaining team shall convene and shall determine the salary for the new position. The Council may also provide suggestions regarding the duties and responsibilities of the new position.

# ARTICLE 22

# ADMINISTRATIVE COUNCIL FRINGE BENEFITS

Section 22.1

A. Tuition Free Study

The intent of this section is to provide learning experiences without additional cost to the College. Therefore, courses such as independent study, directed study and MCO (Michigan Colleges Online) classes are excluded.

1. Employees may enroll in MCC courses (credit, non-credit or recreation) tuition and fee free within the following limitations:

   a. On non-credit and recreation courses the maximum contribution by the College shall be the cost of in- district tuition and fees equal to nine (9) credit hours per contract year.

   b. Participation in tuition-free study must not interfere with the employee's regular College responsibilities.

   c. Spouses and children (age 25 and under) and dependents of employees are eligible for this benefit.

2. Required textbooks purchased at the College bookstore shall be provided to the employee at the College bookstore cost.

B. Coursework At Other Institutions

The College will pay an employee's tuition and fees for credit coursework at another regionally-accredited college or university within the following limitations:

a) Employees become eligible for this benefit after completing one (1) year of full-time employment from the date of hire as an administrator, and
b) The maximum contribution by the College shall be limited to $5,000 per employee per Master Agreement contract year, and
c) The maximum contribution by the College shall be limited to $20,000 per employee during the lifetime of their employment, and
d) To qualify for this benefit, the employee must submit a statement to the joint bargaining team describing the degree program to be pursued, the costs associated with the

program, and the mutual value of the program to the employee and the College. The joint bargaining team shall approve or disapprove funding.

e) Administrators who take advantage of the tuition program must remain employed for two (2) calendar years from the date of course completion. In cases of voluntary separation from employment, the administrator or will have to repay the reimbursed amount. Said amount will be based on a proration basis and will not be for more than a two (2) year look back period.

C. Insurance Benefits

1. Specific insurance coverage for health, long-term disability, life, dental and vision will be as mutually agreed upon by the parties. The Council and the Central Administration agree to an annual review of health insurance providers and coverage. This review will include obtaining pricing from other providers.

2. Unless altered during an annual review described in XXII.B.1. above, the College will annually provide each Administrator with a Health Savings Account funded in an amount equal to the annual deductible contained within the health insurance plan for that year. These costs will be included as part of the College's total cost for insurance as required by PA152. This cost impacts the amount of employee contributions toward health insurance.

3. Options

a. Except for the individuals named in 2.b. (immediately below) the College will permit employees who do not elect health insurance coverage to apply $250 per month toward the purchase of additional life insurance through the College life insurance program, to purchase any approved tax deferred annuities, or taken as additional taxable compensation.

b. The monthly benefit under section 2.a. (immediately above) will be $499 per month for the following individuals:

Debra Alexander
Dolores Thompson

If any of these named employees shall hereafter elect health insurance coverage, or have a break in service, any future benefit shall be as described in 2.a.

Section 22.2

1. Compensation for Teaching

All employees covered by this Master Agreement are encouraged to instruct classes for which they are qualified and available to teach. It is expected that, under normal conditions, an administrator who has been approved to teach will teach no more than 10 contact hours per semester. Teaching must be approved

by the employee's immediate supervisor, the appropriate instructional administrator and the chief academic officer.

If the course to be taught is scheduled during the administrator's regular work schedule, the administrator and their supervisor must agree to one of the following options for compensation prior to the start of the class:

a. No compensation.

b. Schedule vacation time to cover the class time and be compensated at the current faculty overload rate.

c. With the permission of the administrator's immediate supervisor, schedule work time beyond the administrator's work schedule equal to the number of hours dedicated to classroom instruction and be compensated at the current faculty overload rate.

If the course(s) to be taught is (are) scheduled outside the administrator's regular work schedule, then compensation will be at the current faculty overload rate.

Section 22.3 Other

Each administrator shall be allowed one facility rental per fiscal year without charge, excluding any additional costs to the college and excludes the gym and pool. The rental is subject to availability.

This Agreement shall be effective July 1, 2019 and shall continue in effect through June 30, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**MONTCALM COMMUNITY COLLEGE**

Board of Trustees

By_____
Chairperson

By_____

**MONTCALM COMMUNITY COLLEGE**

Administrative Council

By_____
President

By_____

Secretary

Secretary