

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 Act, except for Central

_____ 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 representativeslectp00000 (h)

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 their 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 as

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

performance or description

Ignoring/interrupting an individual at meetings

Public reprimands

Repeatedly accusing someone of errors which cannot be documented

Deliberately interfering with work

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

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.)

Unwantehe normal respuhewante n6e

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

- 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

Any Administrator whose position is eliminated by a change in organization shall, for the remaining term of their 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. ¶7.4645y regnal

ARTICLE 11

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 workday)
- h) Christmas Day (December 25)
- i) One (1) flo

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 bet

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 their 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 childbearing 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.

- 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. Ad

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 workday. The paid leave time runs concurrently with any Family and Medical Ht Family

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

ARTICLE 16

GRIEVANCE PROCEDURE

Section 16.1

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

uncil 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.

ARTICLE 18

EMPLOYMENT EXTERNAL TO THE COLLEGE

Section 18.1

Consulting duties, speaking and other personal engagements, supplemental employment, etc.,

ARTICLE 22

ADMINISTRATIVE COUNCIL FRINGE BENEFITS

Section 22.1

A. Tuition Free Study

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.
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

administrator and the chief academic officer.

schedule, the administ