

**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE  
OF THE STATE OF MICHIGAN**

**AND**

**LANSING COMMUNITY COLLEGE ASSOCIATION OF  
EDUCATIONAL SUPPORT PERSONNEL  
(LCC ESP)  
AT LANSING COMMUNITY COLLEGE**



**July 1, 2006 - June 30, 2010**

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## **AGREEMENT**

### **Designation of Parties**

This Agreement is entered into by and between the Board of Trustees of Lansing Community College of the State of Michigan, hereinafter designated as the "College," and the Lansing Community College Association of Educational Support Personnel (ESP), hereinafter designated as the "Association."

### **Preamble**

WHEREAS, the College has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

### **ARTICLE I - RECOGNITION**

The College recognizes the Association of Educational Support Personnel (ESP) as the sole and exclusive bargaining representative for all regular full-time clerical, technical and paraprofessional personnel in positions that were included within the bargaining unit as of the termination date of the former Agreement. EXCLUDED from membership within the bargaining unit are all clerical, technical and paraprofessional employees who report directly to members of the ELT and Deans; all clerical, technical and paraprofessional employees who are employed in Human Resources; any supervisory employees as defined by the Michigan Employment Relations Commission (MERC); all regular full-time public safety officers including public safety officers/dispatchers who are sworn officers and all regular custodial/maintenance employees covered by another bargaining unit.

### **ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **A. Use of College Rooms and Facilities**

##### **1. Rooms**

The Association may use college rooms for Association business, at no cost to the Association, provided that:

- a. Requested room is available.
- b. Approval from the administration is secured in advance.
- c. Meetings are scheduled within the regular shift hours of the custodial staff.

##### **2. Office Space**

The College shall provide an office for the Association to share with other MEA affiliated Associations in the Continental Building. The

total square footage provided for all three Associations shall be at least 450 square feet. If the College determines that this space is no longer available, the Association will be notified at least sixty (60) days prior to a relocation as to where the new space will be provided.

B. Use of College Equipment

The Association is authorized to use College office and media equipment, subject to availability and prior approval. The Association shall pay for the reasonable cost of all materials and labor, including the cost of all consumable supplies, incident to such use. The Vice President for Administrative Services/Finance of the College shall determine reasonable cost.

C. Employee Lists

1. The College will make available to the Association, every pay period a list of all employees covered by the terms of this Agreement; such list to include the employee's name, department, position title, classification, step, level, band, current salary and date of hire.
2. The College will notify the Association President, in writing, of newly hired ESP Association employees giving name, department, position title, step, level, band, salary and date of hire within two (2) weeks of the date of hire. The College will also notify the Association President, in writing, of change of status or terminated employees giving name, department, position title, classification and date of change of status or termination within two (2) weeks of event.

D. Association President

1. Normally, problem-solving matters will be resolved informally through joint union and management conference. The parties will strive to develop a trust relationship in resolving concerns. Every effort shall be made by the Association to use this time in a manner that will be least disruptive to the workflow.
2. The President of the Association or the designated representative will be granted seven (7) days off with pay for each fiscal year of this contract for the purpose of conducting Association business. Prior to the expected absence, the Association President or the designated representative will strive to provide five (5) days notice to the immediate Supervisor. The days may be used in smaller increments, but must be submitted to the Human Resources Department in minimum increments of four-hour blocks. The hours should be reported to the Human Resources Department as soon as possible. Use of any time off under this paragraph will be subject to the approval of the immediate Supervisor, but such approval will not be unreasonably withheld. Up to 5 unused days shall be carried to the next year.

E. Association Meetings

A period of two hours will be set aside during each Fall Semester for the purpose of conducting Association business. The Association will work with the Human Resources Department to schedule the date and time for the meeting. Human Resources will notify each employee's Supervisor and the Association will notify its members.

The same process of notification will be used when contract ratification meetings are necessary.

F. Association Involvement

1. The Association will encourage its members to utilize their special Knowledge and expertise for the benefit of the College. The administration will make a continuing effort to make appropriate use of such expertise. If an ESP representative is needed the ESP Association shall have the right to name representative(s).
2. The following general conditions shall apply to service by bargaining unit members on college-wide committees:
  - a. If a member is to serve on a committee in his/her capacity as an individual employee of the College, the Association will be so informed, and any views expressed or commitments made by that individual will not be considered by the College to represent the views or commitments of the Association.
  - b. If a member is to serve on a committee as a representative of the Association, any views expressed or commitments made by such a member shall not be considered by the College to alter the interpretation of any term or provision of this Agreement unless the procedure described in Article IX., including a conference between the representative of the President of the Association and the Director of Human Resources, and the reduction of any mutual agreements to writing, is followed.

G. Health and Safety

The College recognizes its obligation to comply with Federal and State laws regarding safety. Non-emergency concerns of health and safety shall be addressed by a college-wide safety committee on which the Association shall have a representative who is knowledgeable about health and safety laws and the concerns of bargaining unit members. The committee shall make determinations to address health and safety issues.

H. Board Agenda

The Association shall be entitled to appear on the Board agenda provided a written notification outlining the business to be discussed is submitted to the

President's Office eleven (11) days or more before a regularly scheduled Board meeting.

### **ARTICLE III - BOARD'S RIGHTS\***

The Association recognizes the Board's right to manage its affairs and direct its work force and, within the existing framework of the statutes of the State of Michigan and the Bylaws of the Lansing Community College Board of Trustees to maintain the College efficiently and consistent with fair labor standards. Further, the College has all the rights, power, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Board. Among the rights and responsibilities belonging to the Board are the rights to decide the number and location of its facilities, work to be performed, amount of supervision necessary and schedule of work.

It is further recognized that the responsibility for the administration of the College, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Board subject to the provisions of this Agreement.

The Board reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

The Board shall retain all other rights and prerogatives subject only to express restrictions on such rights, if any, as are provided in this Agreement.

\*The rights of the Board as contained within this section may be delegated to a properly designated representative with notification to the Association President as to whom the designated representative will be.

### **ARTICLE IV - PERSONNEL FILES**

Employees may, upon written request to the Director of Human Resources, review the contents of his/her own personnel file with the exception of confidential pre-employment information. A representative of the Association may accompany the employee in such a review. The review shall be made in the presence of the Director of Human Resources or his/her designee.

Employees have the right to request removal of erroneous information. Such requests shall be made to the Human Resources Department. Following the request, a determination will take place. The employee will be notified of the decision within 30 days of the request. Employees may include in their personnel file a written comment regarding any material in said file.

A complaint which may result in disciplinary action and which is directed toward an employee shall not be made a part of the employee's personnel file or a matter of written record unless the employee is informed of such complaint and is allowed a chance of rebuttal.

## ARTICLE V - EMPLOYMENT AND SENIORITY

### A. Probationary Period

1. All full-time employees shall serve a probationary period of 90 calendar days during which time they will be termed "probationary employees." The College in its sole discretion may terminate probationary employee's service with the College at any time. Employees separated under the terms of this Article shall not have recourse to the grievance procedure.
2. During the probationary period the College will establish the salary of new employees at 97% of the assigned salary schedule value. Upon successful completion of his/her probationary period, the employee's salary will be increased to 100% of the assigned salary schedule value.
3. The College will notify the Association President that the probationary period has been completed. Such notification will take place within two (2) weeks of the completion.

### B. Seniority Date

1. An employee's date of hire into the bargaining unit shall be considered their seniority date.
2. Time spent on leave under Article VI.C., shall not affect the seniority date.
3. Time spent working out of their regular bargaining unit shall not count for seniority purposes within the bargaining unit.
4. Except for time on layoff prior to being recalled, termination of the employment with College severs the seniority date. An employment returning to employment after a permanent termination of employment shall start with a new date of hire.

### C. Establishment of Date of Hire

1. A regular full-time employee's hire date shall date from his/her most recent starting date of full-time employment with Lansing Community College.
2. The above mentioned hire date will not be altered or affected when an employee is on an approved leave of absence of one year or less.
3. An employee's hire date shall not be affected by transfer or promotion to another full-time position at Lansing Community College.

4. An employee's date of hire shall entitle him/her only to such rights as are expressly provided for in this Agreement.

D. Termination of Hire Date

1. An employee's date of hire shall terminate at such time as the individual's status as a full-time employee of Lansing Community College is severed.
2. An employee who is absent from work for four (4) consecutive working days without notifying his/her Supervisor will be considered to have voluntarily resigned his/her employment with the College and his/her name will be removed from the payroll.

**ARTICLE VI – TERMINATION OF EMPLOYMENT**

- A. Employees who voluntarily terminate employment with the College will notify the Human Resources Department at least thirty (30) calendar days prior to their termination date.
- B. Accumulated vacation time will be paid to employees at the date of termination on a pro rated basis.
- C. Vacation for employees who voluntarily terminate their employment will stop accruing on the last day of employment. Health Care, Dental and Vision coverage will continue to the end of that calendar month.

**ARTICLE VII – POSITIONS, VACANCIES, AND TRANSFERS**

A. New Classification

When a new job classification is established and placed within the existing bargaining unit, the President of the Association shall be notified in writing of the job title and rate of pay established for the new classification. Upon receipt of this information, the President of the Association may request a review of the new classification with the Director of Human Resources and/or his/her designee. If, after the review, the President of the Association considers the new classification and the rate of pay to be inappropriate, the Association President may request that the Classification Committee review the job classification and the corresponding rate of pay. This request for a committee review must be made in writing within five (5) working days from the date of the meeting with the Director of Human Resources.

The Classification Committee shall be composed of one (1) representative of the Human Resources Department, who shall act as a resource person, two (2) members of the College administration (other than Human Resources Department staff) to be selected by the administration, and two (2) members of the Association, to be selected by the Association. The personnel representative will abstain from voting except in instances where the other four (4) committee members are unable to arrive at a majority opinion.

Within twenty (20) working days of the date the committee receives a request for a review from the Association President, the committee will meet, review the position and the rate of pay, and render a written decision based on a majority vote of the committee.

The rate of pay for the new classification will be retroactive to the date of hire if the employee is hired prior to a decision being made. The decision of the committee shall be considered final, and therefore, not subject to the provisions of the grievance procedure.

B. Temporary and/or Externally Funded Positions

1. The purpose of a temporary position is to fill positions, which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a temporary position is offered and the reason therefore.
2. Temporary Positions of six months duration or less need not be posted in accordance with Article VII.C1. of the agreement under the following conditions:
  - a. The temporary position was created by adding hours to an existing part time position.
  - b. The College fills the position with a part time employee who is in the position to which the hours are added.
  - c. The Association is notified in advance of the use of this provision for each position that will not be posted.
3. In the event that a temporary position, which is not externally funded, is continued beyond three (3) years the bargaining unit member holding the position must be converted to regular status, if the bargaining unit member was appointed to the position through a competitive search.

C. Vacancies, Transfers and Competitive Positions

1. Vacancies
  - a. Vacancies shall be defined as:
    - i. New positions created by the College which the College intends to fill;
    - ii. Positions that are open as a result of a person leaving the College, and which the College intends to fill; and
    - iii. Positions that are open because a person is transferred to another position, and which the College intends to fill.

- b. In all cases, the College reserves its right to determine when a position is established, when it may be eliminated, and when and if it will be filled.
- c. The College will approve for posting all vacancies except the College shall reserve the right to fill a vacancy without posting in the following circumstances:
  - i. Internal transfers to a position that is open or newly created due to a divisional or department reorganization;
  - ii. Internal transfers for disciplinary reasons;
  - iii. Internal transfers as a result of the College and two bargaining unit employees mutually agreeing to trade their positions;
  - iv. Internal transfers for legitimate business related reasons (e.g., health, personality conflicts, etc.);
  - v. Any circumstances where the College and the Association agree that a position may be filled without posting.
- d. In the event the President approves a new ESP bargaining unit position, the Director of Human Resources will inform the President of the Association of the new position prior to announcing it publicly.
- e. Whenever a full-time clerical, technical or paraprofessional vacancy that the Executive Leadership Team or their designee has approved for posting shall occur, the College will send a Position Vacancy Notice to all departments. In addition, the College will send a Position Vacancy Notice to the Association President. The notification will list basic requirements, job duties and the salary grade level of the position.
- f. Position notices shall be sent to the Association President and posted within the College prior to being posted externally.
- g. All employees who desire to be considered for vacant positions must follow the College's hiring process.
- h. If four (4) or less members of the Association apply for a vacant position covered by the terms of this Agreement, they will each be afforded a personal interview. If more than four (4) members apply, then a minimum of four (4) of the most qualified applicants, in the opinion of the Supervisor conducting the interviews, will be interviewed along with any qualified applicants from outside of the bargaining unit. A Supervisor will consider seniority in evaluating the qualifications of applicants for open

positions. Bargaining unit members who are interviewed and not selected to fill the vacant position will be informed in writing, within two (2) weeks of the decision. In order to encourage professional development on the part of the applicant, applicants not selected may contact the hiring Supervisor to discuss the reasons they weren't hired.

## 2. Transfers

- a. A transfer occurs when a bargaining unit member is moved from one position within the bargaining unit to another position within the bargaining unit on either a voluntary or involuntary basis, without a competitive search being conducted.
- b. Employees who are involuntarily transferred, transferred to continue employment at the college, or transferred to accommodate personnel issues on a temporary or permanent basis, will be paid as established below:
  - i. If the transfer is to a position having a higher salary, the employee will be paid at the rate calculated for new hires or the rate using the reclassification formula in VII D 4 g (i), whichever is higher
  - ii. If the transfer is to a position having a lower salary grade, the employee will suffer no reduction in pay. Length of service shall continue to accrue during such transfer. The employee will receive future pay increases at such time as the pay range of the position is changed and raised to a level above the salary of the employee in line with his/her service at the College.
- c. Employees who are voluntarily transferred on a temporary or permanent basis will be paid as established below:
  - i. If the transfer is to a position having a higher salary grade, the employee will be paid at the same step at the new level.
  - ii. If the transfer is to a position with a lower salary grade, the employee pay will be reduced to the new level at the same step as their previous position.

## 3. Competitive Positions

- a. A competitive position is a position that is obtained through a competitive search.

- b. Employees who are moved to a competitive position will be paid as established below:
  - i. If the promotion is to a position with a higher salary, the employee will be paid at the rate calculated for new hires or the rate using the reclassification formula in VII D 4 g (i).
  - ii. If the move is to a position with the same salary grade, the employee will be paid at the same step at the same level.
  - iii. If the move is to a lower paid salary grade, they will be reduced to the lower level at their current step.

D. Reclassification Review.

- 1. Purpose-The purpose of the following procedure is to provide an orderly and timely method of handling requests for classification review.
- 2. Basis for Request- Written requests for a classification review shall be made only in those instances where the employee and/or the Supervisor believe that responsibilities contained in a particular position have undergone a significant change.
- 3. Frequency- Reclassification requests will be limited to one request by an employee per year. This shall not prevent the College from requesting reclassifications as needed.
- 4. Procedure
  - a. Employees will use the Reclassification Request Forms as indicated in Appendix E, which will be made available on the College share drive.
  - b. The employee shall complete the form, sign it and submit it with a current signed job description to their Supervisor. The Supervisor will prepare a written recommendation regarding the request on the Reclassification Request Form, sign the form and job description and forward both documents to the Dean, Executive Director or Vice President for their area. The Dean, Executive Director or Vice President will complete the Recommendation section and forward the documents to the Human Resources Director.
  - c. The Human Resources Director or designee will call together a three-person panel consisting of one Human Resources representative, one Association Representative (selected from a list provided by the Association), and a person in a leadership role in the employee's division. Panel members should be familiar with the responsibilities to be examined.

- d. Within 15 working days of the submission of the Reclassification Request to the Human Resources Director the panel will contact the employee to schedule a meeting to discuss the request.
- e. Within 15 working days of that discussion the panel will meet and rule on the request. Within five working days of the panel's decision, the panel will submit a written recommendation to the Human Resources Director.
- f. Within 15 working days of the date of the recommendation to the Human Resources Director, he/she will make a final decision on the Band and Level of the position for which the reclassification request was prepared.
- g. If the decision of the Human Resources Director results in a change in salary level the employee(s) affected will have his/her salary adjusted as follows:
  - i. Reclassification adjustments will be implemented as follows:
    - a. The difference between the employee's current salary and the salary at the same step on the new level will be determined;
    - b. The new step on the new level will be that step closest to one-half the salary difference in step (a.) above.
  - ii. If the reclassification is to a lower level the employee will suffer no reduction in pay. The employee will receive future pay increases at such time as the pay range of the position is changed to a level above the salary of the employee in line with his/her service at the College.

E. Employment Agencies/Temporary Help

In the event the College finds it necessary to utilize the services of temporary help agencies to perform work within the bargaining unit, the College will notify the Association President prior to the starting date. The Association President will also notify the Director of Human Resources of areas of concern regarding the utilization of such services. Following such notification the Director of Human Resources or his/her designee will review these areas of concern and will inform the Association President of his/her findings within two (2) weeks of notification.

If an employee from an employment agency is replacing an employee on leave, the temporary employee may be used for the duration of the leave. If the employee from the employment agency is not replacing an

employee on leave, the duration of the employment may be no more than thirty (30) days, without Association approval.

### **ARTICLE VIII – REDUCTION IN STAFF**

- A. Layoff (Excluding Temporary and 50% or Greater Externally Funded Positions)
1. The Association recognizes the exclusive right of the Board of Trustees to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made subject to the provisions of this Agreement.
  2. A layoff is defined as a reduction in workforce necessary due to the lack of funds, lack of work or changes in operations. This shall not be used as a substitute for the just cause provisions of this agreement,
  3. Prior to any reduction in staff, the Association will be provided an opportunity to present recommendations to the President or his/her designated representative(s) and the Board of Trustees regarding such reductions for consideration prior to the final decision. If the recommendations are not accepted the College will provide a response explaining the decision(s) within a reasonable period of time.
  4. Once the area to be affected by a staff reduction has been determined, the following process will be used:
    - a. Employees to be affected by the reduction in staff, within the designated area, will be determined by qualifications and seniority (as defined in 4e below).
    - b. Reductions in staff will be determined based in accordance with the factors mentioned above. Employees with the lowest ranking shall be laid off first.
    - c. During a period of impending layoff, the Board agrees to attempt to accomplish staff reductions by natural attrition (such as resignation, retirement, etc) and will consider requests for voluntary leaves of absence without pay.
    - d. If a vacant position exists at the same level in the bargaining unit, the employee to be laid off will be transferred to that position if qualified.
    - e. If no transfer is offered to the employee being laid off, the employee may replace the least senior employee in the same level in the bargaining unit, if they meet the qualifications and are able to perform the work. (For purposes of determination of who meets the qualifications the employee must possess the qualifications described in the most recent job description on file,

prior to the written notice of layoff.) If a vacant position is available at a lower level the employee, if qualified, will be offered, but not required to accept, the position. The salary will be commensurate with the position level.

- f. When a regular employee bumps into a temporary position, the employee maintains his or her regular status with regard to layoff and recall rights.
5. Personnel affected by a reduction in staff will be afforded as much notice as possible, but in no event less than thirty (30) days, prior to the effective date of layoff.
6. Upon request, a bargaining unit employee who is laid off will receive a letter from the Employer which indicates that his/her layoff was not a result of unsatisfactory performance.

B. Benefits During Layoff

A bargaining unit employee who is laid off will be eligible to participate in employee benefit programs in the same manner as an employee who is on a leave of absence without pay.

C. Recall

1. The position that is vacated by a bargaining unit employee will not be filled for the recall period unless it is first offered to the laid off employee. An employee who refuses such an offer to return to the former position and who is not otherwise employed at the College shall be considered to have resigned from College employment.
2. Employees with 5 or less year's seniority will have recall rights for a period of one year. Employees with more than 5 years seniority will have recall rights for a period of 2 years. If any other position in the bargaining unit becomes vacant the laid-off employee will be given the opportunity to meet with the Supervisor before the position is posted. The Supervisor then may recall the laid off employee to the vacant position without a search.
3. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) working days from receipt of notice to report to work.
4. A laid off employee who accepts a position at a lower level retains his/her recall rights.

## ARTICLE IX – HOURS OF WORK

### A. Work Day

1. The regular work day shall normally be (8) working hours.
2. Each employee is entitled to a duty-free sixty (60) minute lunch period.
3. During summer hours when the work schedule is altered to provide for an earlier daily starting and ending time, each employee will be entitled to a duty-free, thirty (30) minute lunch period.
4. All full-time employees shall be entitled to a paid fifteen (15) minute rest period during the first half of the working day, and a paid fifteen (15) minute rest period during the second half of the working day.

### B. Work Week

1. The regular workweek shall normally be forty (40) work hours in a calendar week, normally Monday through Friday.
2. In cases where departments are required to provide services at times outside the normal work week, the provisions set forth in C.3 below shall be utilized to provide coverage.

### C. Alteration of the Work Day or Work Week

It is understood by the parties to this agreement that there may be specific departments on campus where it is necessary to provide services during periods other than the normal work week. It may also be necessary to alter schedules to accommodate special situations, or seasonal situations, including but not limited to, registration, end of semester, exam week. If the College determines that a department must alter the normal work week in order to accommodate special situations, the following procedures will be followed:

1. Employees in the department will be notified of the need to modify the work week or work day as soon as possible, but no later than one week prior to the beginning of the work week being adjusted.
2. Employees will be asked to provide their input into how best to accommodate the special scheduling needs of the department.
3. The Supervisor, considering the input from the department employees, will develop a work schedule for the department, including the days and times that need employee coverage and the number of employees needed to cover these periods. A copy of the altered work schedule will be provided to the Association President and to Human Resources.

4. Once the revised schedule is developed, the Supervisor will ask employees to volunteer for the hours that need to be covered.
5. If there are not enough volunteers to cover the hours that need to be covered, the Supervisor will assign employees to cover the hours. Assignments will be made on a rotation basis (i.e., no employee will be required to work more than one week of a special schedule until all other employees in a department have worked a one week special schedule).
6. Employees working an alternative schedule that required that they be at work more than eight (8) hours in a day, shall be entitled to take adjusted time for any hours over eight (8) during the current pay period. Any employee scheduled to work on Saturday, shall be entitled to adjust their current work week so that they are only working a five (5) day week. The employee shall provide his/her Supervisor with two possible scenarios to utilize the adjusted time. The Supervisor will notify the employee as to which if either of the elected scenarios can be accommodated. The Supervisor will not arbitrarily or capriciously deny a request for adjustment.
7. Employees who are required to work on Saturday under the provisions of C.6 above shall be guaranteed at least four (4) paid hours. The employee can be scheduled for less than four (4) hours only with the employee's agreement. The party's intent is that employees are not required to work four hours on Saturday, if a lesser schedule is necessary to accommodate the department.
8. A supervisor and an employee or a group of employees may enter into an agreement for an alternate work schedule provided such alternate schedule is in accordance with the terms and conditions of the Master Agreement. The Association and the Human Resources Department shall be notified of alternate work schedule agreements and shall have the opportunity to review the agreement for consistency with the Master Agreement prior to implementation.

D. Overtime

1. There may be times when it is not possible for a department to alter schedules in order to accommodate the special needs. In this case it may be necessary for an employee to work overtime. If an employee is required to work overtime, (i.e. more than forty (40) hours per week) his/her Supervisor will notify him/her as soon as the Supervisor learns of the need. If it is necessary for an employee to work overtime, the following provisions shall be followed:
  - a. The rate of overtime pay shall be one and one half times the employee's current regular rate of pay.

- b. Compensatory time shall not be used as an alternative to compensating employees for overtime.

## **ARTICLE X – DISCIPLINE AND WORK RULES**

### **A. Work Rules**

- 1. Employees are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement.
- 2. The College shall have the right to post work rules spelling out reasonable standards of expected employee conduct. Copies of these work rules will be distributed to members of the bargaining unit.

### **B. Discipline**

- 1. The College supports the concept of progressive discipline as a means to improve the affected employee's work performance and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. The concept of progressive discipline may include the issuance of a warning (written and/or verbal), a reprimand, suspension or disciplinary time off prior to discharge when the misconduct is not so severe, in the opinion of the College, as to warrant immediate suspension, disciplinary time off or discharge. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the employee affected. No employee shall be disciplined without just cause. When disciplinary action is intended, the affected employee shall have the right to representation regarding the action being taken.
- 2. In the event the College receives a complaint directed toward a bargaining unit member, which may result in disciplinary action, the College may conduct a preliminary inquiry. If after the preliminary inquiry the College determines that an investigation of the complaint will be conducted, the College shall notify the bargaining unit member, no later than ten (10) working days from the date that the College determines the investigation will be conducted, that a complaint has been received and/or its intent to conduct an investigation. Such notice shall include the name of the complainant (where available) and the incident involved. Complaints not transmitted during this time period shall not be deemed cause for disciplinary action.

This notice requirement shall not apply where the notice would impede the administration of justice in a criminal investigation (or an investigation conducted by an external municipal, state or federal agency); where the College has reason to believe that the notice

would endanger the safety of the complainant; where the College has reason to believe the notice would cause the bargaining unit member to retaliate against the complainant; or where the College has reason to believe the notice would cause the accused to cover up evidence of the allegation.

In any event, upon completion of its investigation, if the College decides to bring disciplinary action against the bargaining unit member, the College will give the bargaining unit member and the Association representative an opportunity to meet with the College. At the meeting, the College will review the complaint with the bargaining unit member, explain the evidence supporting the complaint and provide an opportunity to respond.

## **ARTICLE XI - EVALUATION**

### **A. Staff Development Plan**

The College is committed to providing an opportunity for employees to improve job skills and pursue professional development. The College recognizes its obligation to provide support to employees for these purposes and its obligation to intervene when performance is deficient.

The Staff Development Plan, Appendix D, will be utilized as a tool to facilitate this opportunity and intervention in the following manner:

1. Bargaining unit members shall participate in the Staff Development Plan (SDP). Related to the Primary Skills section of the SDP, in the event the College does not provide the mutually agreed upon Supervisor's Support identified in the SDP and Action Plan, discipline will not result if the objective for this portion of the plan is not met. Failure to meet objectives in the other sections of the SDP will not result in discipline.
2. Nothing herein shall prevent the College from disciplining an employee for poor performance provided the College shall bring any deficiencies in performance to the attention of the employee in a timely manner, develop an improvement plan for the employee and provide the employee the opportunity and resources, if appropriate, to improve his/her performance.

## **ARTICLE XII- EMPLOYEE TIME OFF**

### **A. Holidays**

1. The following shall be considered as holidays for the purpose of this Agreement:
  - a. Memorial Day
  - b. Independence Day
  - c. Labor Day
  - d. Thanksgiving Day

- e. The day following Thanksgiving Day
  - f. Christmas Eve Day (as defined in A.1.K below)
  - g. Christmas Day
  - h. New Year's Eve Day (as defined in A.1.K below)
  - i. New Year's Day
  - j. Martin Luther King, Jr. Day
  - k. Two (2) additional days off with pay (the day before Christmas and the day before New Year's Day), will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.
2. A holiday for which an employee receives holiday pay and during which he/she did not work shall be considered as time worked for the purposes of this Agreement.
  3. Eligible employees under these provisions shall receive eight (8) hours pay computed at their regular base straight time hourly rate.
  4. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such holiday at the rate of two and one-half times the straight-time base hourly rate.
  5. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.
  6. Additional Leave Days. This agreement will include paid leave days between Christmas and New Years. For pay purposes, these days will not be considered as holidays. These days will be as follows:
 

2006–2007	December 26, 27, 28, 29
2007-2008	December 26, 27, 28
2008-2009	December 26, 29, 30
2009-2010	December 28, 29, 30

**B. Paid Vacations**

1. On July 1, each employee will be credited with vacation hours, which will be earned during the upcoming fiscal year and any vacation carryover from the previous year. If an employee leaves or is separated from his/her position for any reason, then a deduction will be made from the final paycheck for any vacation used in advance of when it is earned, and the employee shall not be entitled to pay for any vacation credited but not yet earned.
2. Vacation credit for new employees shall accrue from the date of employment. An employee beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month.

3. A maximum of two hundred (200) earned vacation hours may be carried forward from one fiscal year to the next.
4. If any of the paid holidays stipulated in this Agreement should occur during an employee's scheduled vacation, he/she shall receive eight additional vacation hours for each such holiday.
5. Except for the provisions contained in Article VI.B, employees who are laid off, terminated, or retired shall be paid for any unused vacation hours including those earned in the current fiscal year. All payments for vacation hours not used shall be at the base rate of pay earned at the time that the layoff, termination, or retirement occurs.
6. All requests for vacation must be made in writing or electronically for approval by the immediate Supervisor. The employee will be notified of approval within a reasonable time frame. Such approval shall not be arbitrarily or capriciously denied.
7. For purposes of this section, vacation hours for any month will be earned in the manner prescribed under Article XII.B of this Article. Any hour for which the Board compensates the employee shall be considered an hour worked. Vacation hours shall accrue according to the following schedule:
  - a. Employees of the College employed up to and including two (2) years (24 months) shall earn vacation at the rate of eight (8) hours for each month employed to a maximum of ninety-six (96) hours per year.
  - b. Starting with the third year of employment (24 months) through the fifth year of employment (60 months), employees shall earn vacation at the rate of ten (10) hours for each month employed to a maximum of one hundred twenty (120) hours per year.
  - c. Starting with the sixth year of employment (60 months) through the tenth (10th) year of employment (120 months), employees shall earn vacation at the rate of twelve (12) hours for each month employed to a maximum of one hundred forty-four (144) hours per year.
  - d. Starting with the eleventh year of employment (120 months) through the fourteenth (14th) year of employment (168 months), employees shall earn vacation at the rate of fourteen (14) hours for each month employed to a maximum of one hundred sixty-eight (168) hours per year.
  - e. Starting with the fifteenth (15th) year of employment (168 months), employees shall earn vacation at the rate of 16.67

hours for each month employed to a maximum of two hundred (200) hours per year.

8. Laid off employees other than probationary employees, who are reemployed on a full-time basis within 24 months or less of the effective date of the layoff will have their original full-time hire date restored for the purpose of vacation hour accrual.

C. Leaves of Absence

1. General Provisions

It is recognized that employees are occasionally faced with unavoidable necessity to be absent on a short-term basis. It is also recognized that on these occasions when the employee is unable to meet his/her assigned duties due to illness, emergency or for other reasons, he/she will provide as much advance notice as possible to his/her immediate Supervisor. It is the purpose of this Article to state an orderly and just means of providing for leaves of absence.

All leaves of absence, except for emergency illness (handled at the discretion of the Supervisor involved) shall be requested by submitting a form to the administrative official designated by the President. In all instances except emergencies, approval must be obtained prior to the absences. Requests will be submitted to cover emergency absences except for illness, as soon as feasible. A statement from a physician in cases of extended illness or child bearing may be requested by the College at the employee's expense. All requests for extended leave must indicate the designated time for return to duty and are subject to approval by the administrative official designated by the President. Leaves of absence will be deducted from leave time or salary, except as otherwise stated in this Article.

Unless otherwise specifically stated in this Article, the re-employment rights of employees returning from extended leaves of absence will be dependent upon the availability of a suitable position for which the person is qualified.

It will not be considered as absence when an employee is on College business requested and approved by the College.

a. Leaves of Absence With Pay - General

An employee shall earn sick leave days/vacation days during a leave of absence with pay and his/her insurance benefits shall continue for the duration of the leave.

b. Leaves of Absence Without Pay - General

Except as specifically provided for in any of the following provisions, no payment of any kind will be made to or for an employee on any leave of absence without pay.

Except as specifically provided for in any of the following provisions, employees shall not accrue sick leave days nor vacation days while on leaves of absence without pay, nor shall they have insurance benefits continue for them for the duration of such leaves. As stated, sick leave days shall not accrue while on an unpaid leave, but unused leave days held at the start of the leave shall be reinstated upon return from the leave.

Unless prohibited by the insurance carrier, the College shall allow an employee on a leave of absence without pay to continue his/her insurance benefits through the College's insurance plan, provided the employee is responsible for all premium payments, in accordance with Article XIII.A.3d.

All requests for leaves of absence without pay shall be made in writing and submitted to the employee's immediate Supervisor. These leaves shall be subject to the approval of the employee's immediate Supervisor, the Divisional Dean or Director and the Director of Human Resources.

Employees wishing to return to work prior to the termination of their leave must first secure the approval of their immediate Supervisor, the Divisional Dean or Director and the Director of Human Resources.

Employees on an unpaid leave of absence must notify the Board, or designee, in writing at least ten (10) working days prior to the proposed end of said leave, of their intent to return to work. Failure to notify and return to work at the termination of the leave shall constitute just cause for termination from employment.

c. Other Provisions

An employee returning from a child bearing or extended illness (paid or unpaid) leave of absence of ninety (90) days or less shall be returned to his/her former position. If the position has been eliminated, every attempt will be made to place the employee in a position of equal status. Re-employment of individuals returning from child bearing or extended illness (paid or unpaid) leaves of absence of longer than ninety (90) days but less than one year will be contingent upon the availability of a position of equal status.

2. Leaves of Absence With Pay

a. Sick Leave

- i. Ninety-six (96) sick leave hours will be granted to each employee on July 1 of each year. Sick leave hours are earned at the rate of eight (8) hours per each month of employment. If during the fiscal year, sick leave hours are used at a rate faster than they are earned, then an adjustment will be made on the final paycheck of employees who terminate.
- ii. Employees who commence work with the College will be granted eight (8) sick leave hours for each remaining month from the date of employment through the following June 30. An employee beginning work on or before the 15th of any month will be credited with eight (8) sick leave hours for that month. If work is begun on or after the 16th of the month, no credit will be given for that month.
- iii. Sick leave hours shall be used only for the following purposes:
  - the employee's health related appointments, (doctor, dental, optical, etc.) illness, injury, or hospitalization;
  - or
  - illness in the employee's immediate family (up to forty-eight (48) hours per year).

For immediate family purposes, a member of the employee's immediate family is defined as current spouse, mother, father, son, son-in-law, daughter, daughter-in-law, brother, sister, grandmother, grandfather, grandchild, mother-in-law and father-in-law, domestic partner, sister-in-law, brother-in-law, step parent, and step child.
- iv. Sick leave hours will not be charged for an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.
- v. Sick leave hours shall not accumulate beyond twelve hundred (1200) hours. The maximum number of sick hours that may be used at any one time is the number of working hours necessary to carry the employee through the 90-day qualification period for long term disability insurance.

b. Sick Leave Bank

Bargaining unit members may donate up to twelve (12) hours annually of their own sick leave to the Union Sick Leave Fund for purposes of providing sick leave to employees who have exhausted their own sick leave.

- i. The Union shall carry forward any unused hours from year to year up to a maximum cap not to exceed twelve (12) hours times the number of bargaining unit members at the end of the fiscal year.
- ii. Members who apply for usage of these funds must exhaust their own personal bank of sick time hours before being considered for additional sick leave hours.

The Union shall govern the Sick Leave Fund and its disbursement to members.

c. Bereavement

- i. When a death occurs in the employee's immediate family, the employee will be excused, upon request, for a maximum of forty (40) work hours. For bereavement purposes, a member of the employee's immediate family is defined as current spouse, mother, father, mother-in law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, sister, grandfather grandmother, grandchild, domestic partner, sister-in-law, brother-in-law, step parent, and step child.
- ii. An employee excused from work under this subsection shall, after making written application to the Human Resources Department through his/her immediate Supervisor, receive the amount of wages that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused.
- iii. Leave time, for the purpose of bereavement, will not be deducted from sick leave time.
- iv. Special circumstances may warrant deviation in granting bereavement and critical family emergencies. These deviations are subject to the approval of the Divisional Dean and the Director of Human Resources prior to the commencement of the leave.

d. Jury Duty

Leaves of Absence for jury duty will be handled as follows:

A full-time employee who has been employed by Lansing Community College for at least ninety (90) days or after probation and who is summoned and reports for jury duty shall be paid at his/her regular daily salary rate for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the College. All jury duty fees received (not including travel allowances or reimbursement for expenses) shall be turned over to the College.

The College's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

The provisions of this article are not applicable to an employee who, without being summoned, volunteers for jury duty.

e. Professional Development

Reimbursement for College related conference, seminar or meeting expenses will be handled on a departmental basis in line with current College policy. Such conferences, seminars or meetings will be considered part of the employee's work day.

On a yearly basis, the College will provide one-half day of professional development for all Association members. Professional Development activities will be planned and developed in consultation with the Association.

3. Leaves of Absence Without Pay

a. Military Leave

i. Personnel on reserve status ordered to short-term active duty.

(a). Eligibility. Employees on active reserve status may request a military leave upon receipt of orders for annual two week training and reserve call-up due to civil disorders or emergencies.

(b). Status While on Leave. An employee may elect to use earned vacation days and receive his/her regular pay for this two-week period, or to take an unpaid military leave of absence. All College employee benefits will

continue for this two-week period while an employee is on a leave of this nature.

- (c). Procedure. Upon receipt of orders for active duty, the employee must submit a memo, via his/her Supervisor, to the Director of Human Resources giving the inclusive dates of the military leave, and indicating whether he/she elects to take vacation or unpaid leave for the period (see (b) above).
- ii. Personnel entering military service on original induction or enlistment:
- (a). Eligibility. An employee entering the military service on his/her initial tour of duty may request a military leave of absence, or he/she may terminate his/her employment.
  - (b). Status While on Leave. Unused vacation leave and sick leave, which have accrued to the employee prior to entering military service, will be held in trust for the employee. When the employee returns from military service, and if he/she resumes employment with Lansing Community College, he/she will be credited with all the benefits he/she had when he/she left for the service. (No additional benefits for sick leave, vacation pay, etc. will be added while on military leave under this section.)
  - (c). Procedure. Upon receipt of order for active duty, an employee shall submit a memo to the Director of Human Resources, via his/her Supervisor, requesting a military leave of absence from Lansing Community College. The effective date such leave is to start must be indicated.
  - (d). Re-employment Rights. The re-employment rights of the employee and obligations of the employer are spelled out in the Universal Military Training and Service Act.
- iii. Personnel on reserve status called up in war mobilization or national emergency:
- (a). Employees ordered to active duty under these conditions will be governed by the provision outlined in Article VI, Section C.3.a. of this Agreement.

b. Child Bearing Leave

An unpaid leave for childbearing purposes may be granted for a period not to exceed twelve (12) months. Notification for this type of leave shall be made in writing to the Director of Human Resources at least ninety (90) days prior to the expected birth of the child.

c. Other Leaves

The College may grant, solely at its discretion, other unpaid leaves for a period not to exceed one (1) year if such leaves are recommended by the employee's immediate Supervisor and approved by the employee's Divisional Dean/Director and the Director of Human Resources.

**ARTICLE XIII – EMPLOYEE BENEFITS**

A. Insurance

1. General Provisions

- a. Benefits for new employees will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular full-time basis.
- b. The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.
- c. All annual open enrollment periods will be so designated by the Human Resources Department.

2. Group Life Insurance

The College will pay the necessary premiums to provide a group term life insurance policy in the amount of \$50,000, with an accidental death rider of equal amount for each full-time employee.

3. Long Term Disability

- a. The College will pay the necessary premiums to provide a long-term disability policy for each full-time employee. Said policy to provide for disability pay at 66 2/3% of monthly pay, after a 90-calendar day waiting period to a maximum of \$5,000 per month. Disability pay to continue until at least age 65 or until the employee is capable of work, whichever occurs first.
- b. Long term disability benefits will be coordinated with payments from Federal Social Security, Michigan Public

School Employees Retirement Fund and Worker's Compensation benefits.

- c. Long term disability benefits will be limited to twenty-four (24) months for those employees who are disabled due to a nervous or mental condition, or for alcohol or substance abuse.
- d. Unless prohibited by the insurance carrier, employees on long term disability insurance will continue to be eligible to receive hospitalization insurance coverage providing the employee continues to make payment for the employee's contribution toward health insurance premiums. The College shall continue to pay the College's portion of the health insurance premium while the bargaining unit member is on long-term disability, for a period of one (1) year inclusive of FMLA, from the time the bargaining unit member commences the long-term disability leave.
- e. Unless prohibited by the insurance carrier, after one (1) year of long term disability, the bargaining unit member will continue to be eligible to receive hospitalization insurance provided the bargaining unit member is responsible for making all direct payments for the full insurance premium.
- f. For employment purposes, if the employee's disability continues for a period of two (2) years or more, the employee will be considered an automatic termination from the payroll.

4. Medical Insurance

*The Health Care Task Force, including two (2) Association representatives, will continue to monitor the health care program on at least a quarterly basis.*

- a. The College will pay the necessary premiums (less employee contributions) to provide up to full family medical insurance for the duration of this Agreement.
- b. Employees will have the option of selecting MESSA Tri-Med or MESSA Supercare I during the open enrollment period. Employees will contribute the portion of the premium for the specific coverage and specific plan selected.
- c. The College will pay 100% of the first 8% of any health care premium increases. If the increase exceeds 8% and does not exceed 12%, the College will pay the first 8%, the College and the members will equally share the increase above 8%. If the increase exceeds 12%, but does not exceed 20%, the College will pay the first 8%, the College

and the member will equally share the next 4%, and the College will pay 75% of the remainder with the members paying 25%.

- d. Full-time employees who opt out of the LCC medical insurance will receive a monthly opt out in the amount of \$200 paid through a Section 125 plan.

5. Dental Insurance

*The Health Care Task Force will begin negotiating dental coverage during the 2006-2007 fiscal year for implementation during the 2007-2008 fiscal year. If no agreement is reached, current dental coverage will continue until June 30, 2010.*

The College will pay the necessary premiums to provide dental insurance with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,200 per person per year. The Board of Trustees reserves the right to name the dental insurance carrier. The Association will have the opportunity to review the dental plans being considered by the College and may submit an opinion to the Board of Trustees or their designee.

6. Vision Care Program

*The Health Care Task Force will begin negotiating vision coverage during the 2006-2007 fiscal year for implementation during the 2007-2008 fiscal year. If no agreement is reached, current vision coverage will continue until June 30, 2010.*

The College will provide full-time bargaining unit employees with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1990, No. 809-0014, to be bid out competitively. The schedule of benefits is available in the Human Resources Office.

7. Insurance Forms

The College shall provide application forms, when made available by the carrier, for enrollment in life insurance, hospitalization benefits, long term disability insurance, dental insurance, and vision care programs. The information provided on the application forms shall be the responsibility of the employee.

B. Employee Parking

1. The College will strive to provide parking at no cost for the surface lots. An annual parking fee shall be in effect for the College parking facility. The annual charge will be pro rated as necessary.

2. The College may require parking cards, decals or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at College expense. If the cards are lost or misplaced, a replacement fee will be charged.
3. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
4. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all employees who have access to the facility, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

C. Admission to Lansing Community College Courses

1. Employees will be granted tuition scholarships (excluding any associated fees) for courses they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours. It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
2. Employee dependents as defined by the Internal Revenue Service for income tax purposes (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors such as facility and equipment limitations and current safety standards.
3. Courses that are approved and assigned by the Supervisor (i.e., courses that directly benefit the employee's current job placement) can take place during the regularly scheduled work hours. The College will pay any tuition and/or fees for such course work.

D. Section 125 Plan

1. The College shall provide an IRS Section 125 plan to allow employees to deduct an amount equivalent to the employee's contribution toward the health care premium from their salaries. Said deduction shall be applied toward payment of the employee's contribution toward the health care premium in accordance with the Section 125 plan rules.
2. All full-time employees will be entitled to utilize a Flex Card to pay for any qualified medical expenses. Flex card funds will be deducted from the employee's payroll check on a pre-tax basis in accordance with the Section 125 Summary Plan Description.

## ARTICLE XIV- GRIEVANCE PROCEDURE

### A. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.
2. An "aggrieved employee" is the employee(s) who is directly affected and therefore will make the allegation. The Association is the aggrieved when Association rights have allegedly been violated. Association grievances will commence in writing at Level III.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible.
2. Nothing contained herein will be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

### C. Supplemental Conditions

1. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum.
2. If appropriate action is not taken by the employee or the Association within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level.
3. The time limits specified may be extended by mutual agreement.
4. The grievant shall, at the request of the College or the Association, be present at all grievance meetings and hearings.
5. Either party may, at all levels of the grievance procedure, have the right to union representation.
6. A supply of grievance forms shall be on file with the Director of Human Resources and the Association.

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

D. Procedure

1. Level One (Grievances can be settled at Level One without setting a precedent in future cases).

- a. The employee shall discuss the complaint with his/her immediate Supervisor and/or departmental chairperson within twenty (20) working days of the event giving rise to the grievance in an attempt to resolve the matter informally. The Supervisor and/or chairperson shall render an oral decision within ten (10) working days of this discussion. If the aggrieved employee is not satisfied with the oral decision, he/she shall formally file the grievance in writing. The written grievance must be submitted to the employee's immediate Supervisor and/or chairperson within twenty (20) working days of the event giving rise to the grievance.
- b. Within ten (10) working days of the filing date, the immediate Supervisor and/or chairperson will arrange to meet with the aggrieved employee in an attempt to resolve the complaint. A written answer shall be given within ten (10) working days after such meeting. Failure of the Supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the grievant and those persons representing the grievant.

2. Level Two

- a. If the aggrieved is not satisfied with the Level One answer, or if no decision has been rendered in the time specified, a letter shall be sent within ten (10) working days thereafter by the grievant to his/her Divisional Dean, stating his/her desire to pursue the issue at Level Two. At this level the grievance or letter must be signed by both the aggrieved and the Association.
- b. Within ten (10) working days of receipt of the grievance at Level Two, the aggrieved employee or the Association representative will arrange to meet with the Dean or his/her designee to discuss the issues. A written answer will be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be sent within ten (10) working days thereafter by the aggrieved to the Director of Human Resources, stating the desire to pursue the issue at Level Three. At this level, both the aggrieved and the Association must sign the grievance or letter.
- b. Within ten (10) working days of receipt of such grievance at Level Three, the aggrieved employee or the Association representative will arrange to meet with the Director of Human Resources or his/her designee to discuss the issues. A written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.
- c. Matters involving Association grievances will be discussed with the Director of Human Resources within twenty (20) working days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to pursue the matter further, it may then be reduced to writing. Written Association grievances initiated at this level shall be filed within twenty (20) working days following this informal meeting with the Director of Human Resources. The time limits for the scheduled hearing and the written response will be the same as those specified in Section D.3.b. above. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, or if no decision is rendered within the timelines specified, the grievance may be submitted by the Association to arbitration by written notice given by the Association within thirty (30) days after receipt of the Level Three decision. An arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- b. The parties may enter into voluntary mediation of the grievance provided that mediation shall not delay the processing of the matter through arbitration. If a satisfactory resolution is achieved through mediation, the grievance will be withdrawn from arbitration.
- c. The power of the arbitrator shall be limited to the interpretation or application of this Agreement, and he/she shall have no power to alter, add to or subtract from the

terms of this Agreement as written. The arbitrator does not have authority to award relief for any period prior to the date, which gave rise to the incident. The decision of the arbitrator shall be binding on all parties involved.

- d. The fees and expenses of the arbitrator will be shared equally by the College and the Association.
- e. The parties shall be responsible for the payment of witnesses called to testify in their behalf.

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement; said agreement shall be in writing with copies submitted to both parties.

E. Grievance Hearings

Grievance hearings will be scheduled so as not to conflict with the bargaining unit member's regular assigned duties. Any bargaining unit member officially engaged in grievance hearings under the terms of this provision during regular working hours shall not suffer loss of salary.

**ARTICLE XV- AGENCY SHOP AND DUES CHECK-OFF**

A. Agency Shop

Any member of the bargaining unit who commences his/her employment with the College and is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, pay as a service fee to the Association an amount equal to the professional dues uniformly required of members of the Association. In the event that a bargaining unit member shall not pay such professional dues or the service fee directly to the Association, or authorized payment through payroll deductions as provided in paragraph B. below, the College may cause the termination of employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge from employment, and that said service fee is herewith deemed to be the sums required to insure that non-members pay their fair share of the financial support of the Association and of the costs of obtaining and administering the benefits to be received hereunder.

B. Voluntary Check-Off

Any member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of professional dues to the Association in the amount established by the Association, or of the service fee as provided in paragraph A. above. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such

authorization, the College shall deduct one-tenth (1/10) or other designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

C. Involuntary Check-Off

In the event an Association member does not pay the required Association dues or service fee directly to the Association or through payroll deduction, the Association President may authorize such payroll deduction for said member. The Association shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees to assume the legal defense of any suit or action brought against the College regarding this section of the Agreement at its own expense. The Association further agrees to indemnify the College for any costs or damages other than unemployment compensation which may be assessed against the College as the result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the College or its agents.
2. The Association, after consideration with the College, has the right to decide whether to defend any said action or whether or not to appeal the decision to any court or other tribunal regarding the validity of said sections or the damages which may be assessed against the College by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any such suit or action.
4. The Association shall have the right to compromise or settle any claim made against the College under this section.

With respect to all sums deducted by the College pursuant to authorization of the employee, whether for professional dues or service fee, the College agrees promptly to disburse said sums to the Association.

**ARTICLE XVI- AGREEMENT IMPLEMENTATION**

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the President of the Association and/or his/her designated representative and the Director of Human Resources and/or his/her designated

representative will meet following the initial written request of either party within ten (10) working days following the date of the request to determine provision interpretation and/or remedial procedures required. These time limits may be waived by mutual agreement. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association by the President of the Association and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

## **ARTICLE XVII - COMPENSATION**

### A. Salary Schedule

All current eligible employees will advance one step on the Salary Schedule (Appendix C).

### B. Hiring Range

For each year of the Agreement, new employees will be hired and placed on the salary schedule as follows:

- 0-3 years related experience hired in at Step One.
- 3-6 years related experience hired in at Step Two.
- 6-9 years related experience hired in at Step Three.
- 9+ years related experience hired in at Step Four.

If circumstances indicate a need to deviate from the previously mentioned range, a representative of the Human Resources Department will meet with a representative designated by the Association to discuss the reason(s) necessitating deviation from the established hiring range. Such discussions shall be held prior to making a formal offer of employment to the prospective employee.

### C. Responsibility Dollars

Responsibility Dollars are paid to employees who take on additional responsibilities that are temporary in nature. Compensation will be provided when responsibilities are either for unusual one-time projects or responsibilities normally assigned to someone with a higher job classification. Responsibility dollars are not provided to employees for additional work related to normal fluctuations in workload or changing responsibilities within an employee's scope of responsibility.

Process: The manager assigning the additional responsibilities will propose the assignment and the application of responsibility dollars in writing to the Director of Human Resources. The Association President will receive a copy of the proposal.

- a. The proposal will include a description of the additional responsibilities, as well as the starting date and ending date for the additional responsibilities.
- b. The approval of responsibility dollars will not exceed 6 months. If more time is required to complete the assignment, responsibility dollars can be extended by repeating this process.
- c. The Director of Human Resources will review the proposal and notify the manager and the Association President of the final decision.
- d. The amount paid for these responsibilities will be prorated from a \$3,000 annual stipend.
- e. If the proposal is approved, the Director of Human Resources will notify payroll and the employee (in writing) of the amount and duration of the additional pay.
- f. Human Resources will maintain an electronic file with details of all responsibility dollars. The Association President will be given access to the file.

D. Degree Recognition

Bargaining unit employees who, after the effective date of this agreement, earn a certificate or degree, that is job related, beyond what is specified in the band and level classification of their position shall receive a one-time payment not added to base of \$400 for a certificate, \$600 for an Associates, \$800 for bachelors, \$1,000 for masters. The certificate or degree must require at least 30 semester hours.

Bargaining unit employees are responsible for notifying the Human Resources Department of their qualification and providing the appropriate transcripts or certificates of completion. Upon verification, the payment will be made on the next regularly scheduled pay date.

**ARTICLE XVIII- DECLARATION OF GOOD FAITH**

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the continuous and uninterrupted operation of the instructional program during the normal school year. The Association, therefore, agrees that there shall be no interruption of these services, by its officers, representatives or members, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or engage in unlawful picketing of the College's premises. The Association further agrees that there shall be no strikes, boycotts, sit-downs, slow-downs, stay-ins, stoppages of work or other acts that interfere with the services of the College. There shall be no lockout of Association employees by the College.

Violations of the foregoing may be made the subject of disciplinary action or discharge from employment, as to the employees, and/or exercise of any legal right or remedy as to the Association.

**ARTICLE XIX - WAIVER**

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 areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XX- AGREEMENT SAVINGS**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

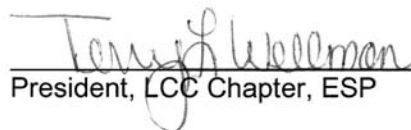
**ARTICLE XXI - DURATION OF AGREEMENT**

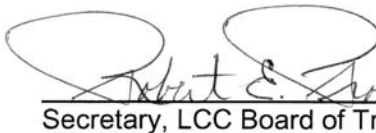
This Agreement continues in full force and effect from July 1, 2006 until midnight June 30, 2010, when it shall terminate. Upon mutual agreement of the parties, this contract may be amended or modified at any time during this term.


**FOR THE BOARD OF TRUSTEES**

**FOR THE UNION**

  
Chair, LCC Board of Trustees      11/27/06  
Date

  
President, LCC Chapter, ESP      11/27/06  
Date

  
Secretary, LCC Board of Trustees      12/11/2006  
Date

  
MEA Representative      11/21/06  
Date

## APPENDIX A

### FAMILY AND MEDICAL LEAVE ACT REGULATIONS

These regulations are promulgated in accordance with the College's Board Policy regarding its commitment to comply with the Family and Medical Leave Act of 1993 (FMLA), and any terms used herein will be as defined in the Act. To the extent that any provision is in violation of the Act, the language of the Act will prevail. The FMLA provisions do not impair any rights granted under any provisions of the collective bargaining agreement between the parties.

1. **Eligibility.** A bargaining-unit member is eligible, for a FMLA leave if he/she has been employed by the College for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences, whichever comes first.
2. **Purpose.** An eligible bargaining-unit member (hereinafter referred to as "member" in this policy), upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve month period from July 1 to June 30 for one or more of the following events:
  - a. for the birth of a son or daughter of the member and to care for such child;
  - b. for the placement of a child with the member for adoption or foster care;
  - c. to care for a spouse, child, or parent who has a serious health condition;
  - d. for the serious health condition of the member, which renders him/her unable, to perform the functions of the member's position.

FMLA grants of leave do not accumulate from year-to-year.
3. **Benefits.** The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided however, that nothing in this sentence shall be construed to entitle any member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position other than that to which the member would have been entitled had the member not taken the leave.
4. **Return to Position.** Members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the College to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
5. **Health Benefits.** During the period of a FMLA, the College shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions of the coverage, which would have been provided if the member had continued in employment for the duration of the leave. The College shall have the right to recover the premiums paid for maintaining coverage for the member

under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering from or onset of a serious health condition entitling the member to leave under Section 2c or 2d above, or other circumstances beyond the member's control. In this situation, the College may require certification of inability to return to work as specified and allowed by the FMLA.

6. **Relationship to Paid Leave.** A member may elect to substitute any accrued vacation leave, personal leave, or family leave for any part of the twelve (12) week period of leaves taken pursuant to Section 2a, 2b or 2c above. A member may be required to substitute any accrued or available paid medical or sick leave for part or all of the twelve (12) week period of leave under Section 2d above, with any remainder of the twelve (12) week period to be unpaid.
7. **Birth Year.** An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve-month period, which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month "birth year". For example, a bargaining-unit member who requests a leave at the start of the eleventh month [of the twelve (12) month birth year counted from the date of birth or placement] is entitled to only eight (8) workweeks of unpaid leave (months 11 and 12). Upon request of the bargaining unit member, the College may approve further unpaid leave, as provided for in Article VI.C.b.4 of the collective bargaining agreement.
8. **Spouses Employed.** Spouses, both of whom are employed by the College, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of the child for adoption or foster care, or for the care of a parent with a serious health condition. However, each member may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.
9. **Notification of Birth.** An eligible member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the College, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the member must provide as much written notice as is practicable under the circumstances.
10. **Notification of Medical Treatment.** An eligible member who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, child, or parent should notify, in writing, the College as soon as possible so that the absence can be scheduled at a time least disruptive to the College's operations. Such a member must also give at least thirty (30) calendar days written notice, unless impractical, in which case the member must provide as much written notice as circumstances permit.

11. **Health Provider's Statement.** If the requested leave is to care for a spouse, child, or parent who has a serious health condition, the member may be required to file with the College in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the member is needed for such care.
12. **Intermittent Leave.** A leave taken under 2a or 2b above shall not be taken intermittently or on a reduced leave schedule unless the College and the member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, other FMLA leaves may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the College may require the member to transfer temporarily to an available alternative position offered by the College for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave than the member's regular position.
13. **Inform the College.** A member on an approved FMLA leave should keep the College informed regarding his/her intent to return to work upon conclusion of the leave.
14. **Opinion Verification.** In any case in which the College has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Section 2c or 2d above, the College may, at its expense, require a second opinion. If the second opinion differs from the first, a third opinion from a health care provider mutually acceptable to the College and the Association will be provided at the College's expense. The opinion of the third health care provider will be final.

APPENDIX B

LANSING COMMUNITY COLLEGE  
ESP GRIEVANCE FORM

SUBMITTED AT LEVEL \_\_\_\_\_ GRIEVANCE # \_\_\_\_\_ OF 20 \_\_\_\_\_

1. Date of Alleged Occurrence: \_\_\_\_\_
2. Cite the Agreement Article(s) and/or Section(s) Alleged to Have Been Violated:  
\_\_\_\_\_  
\_\_\_\_\_
3. Statement of Grievance:  
\_\_\_\_\_  
\_\_\_\_\_
4. Remedy Sought:  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Copies to: ESP Grievance Chairperson, ESP President, MEA Uniserv Director, Director of Human Resources, Grievant's Immediate Supervisor.

**IMPORTANT:** The time limits specified in the Master Agreement must be adhered to.

**APPENDIX C**

**SALARY SCHEDULE**

<b>2006-2007</b>	<b>2.Support</b>	<b>3.Support</b>	<b>4.Support</b>	<b>5.Support</b>	<b>6.Support</b>	<b>7.Support</b>
Step 1	\$23,644	\$26,669	\$30,151	\$34,458	\$39,408	\$46,006
Step 2	\$24,590	\$27,735	\$31,357	\$35,837	\$40,984	\$47,846
Step 3	\$25,574	\$28,845	\$32,612	\$37,270	\$42,624	\$49,760
Step 4	\$26,469	\$29,854	\$33,753	\$38,575	\$44,116	\$51,502
Step 5	\$27,395	\$30,899	\$34,934	\$39,925	\$45,660	\$53,304
Step 6	\$28,354	\$31,981	\$36,157	\$41,322	\$47,258	\$55,170
Step 7	\$29,205	\$32,940	\$37,242	\$42,562	\$48,675	\$56,825
Step 8	\$30,081	\$33,928	\$38,359	\$43,839	\$50,136	\$58,530
Step 9	\$30,983	\$34,946	\$39,510	\$45,154	\$51,640	\$60,285
Step 10	\$31,758	\$35,820	\$40,497	\$46,283	\$52,931	\$61,793
Step 11	\$32,552	\$36,715	\$41,510	\$47,440	\$54,254	\$63,337
Step 12	\$33,203	\$37,450	\$42,340	\$48,388	\$55,339	\$64,604
Step 13	\$33,867	\$38,199	\$43,187	\$49,356	\$56,446	\$65,896
Step 14	\$34,544	\$38,963	\$44,051	\$50,343	\$57,575	\$67,214
Step 15	\$35,062	\$39,547	\$44,711	\$51,098	\$58,438	\$68,222
Step 16	\$35,588	\$40,140	\$45,382	\$51,865	\$59,315	\$69,246
Step 17	\$36,122	\$40,742	\$46,063	\$52,643	\$60,205	\$70,284
	\$36,122	\$40,742	\$46,063	\$52,643	\$60,205	\$70,284

<b>2007-2008</b>	<b>2.Support</b>	<b>3.Support</b>	<b>4.Support</b>	<b>5.Support</b>	<b>6.Support</b>	<b>7.Support</b>
Step 1	\$23,881	\$26,935	\$30,453	\$34,803	\$39,802	\$46,466
Step 2	\$24,836	\$28,013	\$31,671	\$36,195	\$41,394	\$48,325
Step 3	\$25,830	\$29,133	\$32,938	\$37,643	\$43,050	\$50,258
Step 4	\$26,734	\$30,153	\$34,090	\$38,960	\$44,557	\$52,017
Step 5	\$27,669	\$31,208	\$35,284	\$40,324	\$46,116	\$53,837
Step 6	\$28,638	\$32,301	\$36,519	\$41,735	\$47,730	\$55,721
Step 7	\$29,640	\$33,431	\$37,797	\$43,196	\$49,401	\$57,672
Step 8	\$30,677	\$34,601	\$39,120	\$44,708	\$51,130	\$59,690
Step 9	\$31,598	\$35,639	\$40,293	\$46,049	\$52,664	\$61,481
Step 10	\$32,546	\$36,708	\$41,502	\$47,431	\$54,244	\$63,325
Step 11	\$33,359	\$37,626	\$42,540	\$48,616	\$55,600	\$64,908
Step 12	\$34,193	\$38,567	\$43,603	\$49,832	\$56,990	\$66,531
Step 13	\$34,877	\$39,338	\$44,475	\$50,828	\$58,130	\$67,862
Step 14	\$35,575	\$40,125	\$45,365	\$51,845	\$59,292	\$69,219
Step 15	\$36,286	\$40,927	\$46,272	\$52,882	\$60,478	\$70,603
Step 16	\$37,012	\$41,746	\$47,197	\$53,940	\$61,688	\$72,015
Step 17	\$37,752	\$42,581	\$48,141	\$55,018	\$62,921	\$73,456
	\$37,752	\$42,581	\$48,141	\$55,018	\$62,921	\$73,456
	\$37,752	\$42,581	\$48,141	\$55,018	\$62,921	\$73,456

<b>2008-2009</b>	<b>2.Support</b>	<b>3.Support</b>	<b>4.Support</b>	<b>5.Support</b>	<b>6.Support</b>	<b>7.Support</b>
Step 1	\$24,358	\$27,474	\$31,062	\$35,499	\$40,598	\$47,395
Step 2	\$25,333	\$28,573	\$32,304	\$36,919	\$42,222	\$49,291
Step 3	\$26,346	\$29,716	\$33,596	\$38,396	\$43,911	\$51,263
Step 4	\$27,268	\$30,756	\$34,772	\$39,740	\$45,448	\$53,057
Step 5	\$28,223	\$31,832	\$35,989	\$41,130	\$47,039	\$54,914
Step 6	\$29,210	\$32,947	\$37,249	\$42,570	\$48,685	\$56,836
Step 7	\$30,233	\$34,100	\$38,553	\$44,060	\$50,389	\$58,825
Step 8	\$31,291	\$35,293	\$39,902	\$45,602	\$52,152	\$60,884
Step 9	\$32,230	\$36,352	\$41,099	\$46,970	\$53,717	\$62,711
Step 10	\$33,197	\$37,443	\$42,332	\$48,379	\$55,329	\$64,592
Step 11	\$34,192	\$38,566	\$43,602	\$49,831	\$56,988	\$66,530
Step 12	\$35,047	\$39,530	\$44,692	\$51,076	\$58,413	\$68,193
Step 13	\$35,923	\$40,518	\$45,809	\$52,353	\$59,873	\$69,898
Step 14	\$36,821	\$41,531	\$46,955	\$53,662	\$61,370	\$71,645
Step 15	\$37,742	\$42,569	\$48,128	\$55,004	\$62,905	\$73,436
Step 16	\$38,497	\$43,421	\$49,091	\$56,104	\$64,163	\$74,905
Step 17	\$39,267	\$44,289	\$50,073	\$57,226	\$65,446	\$76,403
	\$39,267	\$44,289	\$50,073	\$57,226	\$65,446	\$76,403
	\$39,267	\$44,289	\$50,073	\$57,226	\$65,446	\$76,403
	\$39,267	\$44,289	\$50,073	\$57,226	\$65,446	\$76,403

<b>2009-2010</b>	<b>2.Support</b>	<b>3.Support</b>	<b>4.Support</b>	<b>5.Support</b>	<b>6.Support</b>	<b>7.Support</b>
Step 1	\$24,846	\$28,023	\$31,683	\$36,209	\$41,410	\$48,343
Step 2	\$25,839	\$29,144	\$32,950	\$37,657	\$43,067	\$50,277
Step 3	\$26,873	\$30,310	\$34,268	\$39,164	\$44,789	\$52,288
Step 4	\$27,814	\$31,371	\$35,468	\$40,534	\$46,357	\$54,118
Step 5	\$28,787	\$32,469	\$36,709	\$41,953	\$47,979	\$56,012
Step 6	\$29,795	\$33,605	\$37,994	\$43,421	\$49,659	\$57,973
Step 7	\$30,837	\$34,782	\$39,324	\$44,941	\$51,397	\$60,002
Step 8	\$31,917	\$35,999	\$40,700	\$46,514	\$53,195	\$62,102
Step 9	\$33,034	\$37,259	\$42,125	\$48,142	\$55,057	\$64,275
Step 10	\$34,025	\$38,377	\$43,388	\$49,586	\$56,709	\$66,203
Step 11	\$35,046	\$39,528	\$44,690	\$51,074	\$58,410	\$68,190
Step 12	\$36,097	\$40,714	\$46,031	\$52,606	\$60,163	\$70,235
Step 13	\$37,180	\$41,935	\$47,412	\$54,184	\$61,968	\$72,342
Step 14	\$38,109	\$42,984	\$48,597	\$55,539	\$63,517	\$74,151
Step 15	\$39,062	\$44,058	\$49,812	\$56,927	\$65,105	\$76,005
Step 16	\$39,843	\$44,939	\$50,808	\$58,066	\$66,407	\$77,525
Step 17	\$40,640	\$45,838	\$51,824	\$59,227	\$67,735	\$79,075

APPENDIX D

STAFF DEVELOPMENT PLAN  
LANSING COMMUNITY COLLEGE  
DATA PROFILE UPDATE  
PERSONAL INFORMATION

Step I

Name:

Social Security # - - -

Position:

Address:

Department:

City: Zip:

Division:

Phone:

Emergency Contact:

Unlisted ? Yes  No

Relationship:

Phone:

**Job Description**

Job Description Reviewed Revisions: Yes  No

Attached revised description sent to Employee Relations Director on Date:

**New Employee Required Training: (indicate month & year)**

Orientation Date:

Sexual Harassment Date:

Annual OSHA Update Date:

Time Card Training Date:

**Training based on job responsibilities: (provide month & year)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Required professional license/certification Title: Effective/Renewal Date:

Indicate professional training you want to request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Manager/Supervisor Signature/Date

Employee Signature/Date

**Send to the Employee Relations Director when completed.**

**APPENDIX D**

**STAFF DEVELOPMENT PLAN**

**Step II - Complete the Staff Development Plan**

<b>Name:</b>	<b>Department:</b>
<b>Period - Title:</b>	<b>Time in Current Position</b>

<b>Primary Job Skills to Develop (Individual/Team - related to job description)</b>
<b>Leadership/Management Skills to Develop</b>
<b>Strategic Goals or Special Initiatives</b>
<b>Personal &amp; Professional Development:</b>

**Step III - Developing Supervisor Support for Objectives**

<b>Supervisor Support:</b>
<b>Mid-year Discussion Date:</b> _____

**Employee Name:**

**Review Period: from**

**to**

**Step IV - Mid-year Discussion**

**Comments:**

**Year-end Discussion Date:** \_\_\_\_\_

**Step V - Year-end Discussion**

**Comments:**

**Employee Comments:**

**Step VI - Developing an Action Plan**

**We have agreed on the following Action Plan:**

**Is there anything to document from the previous staff development plan?**

***Signatures***

**Supervisor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LANSING COMMUNITY COLLEGE  
STAFF DEVELOPMENT PLAN  
ACTION PLAN**

Name			Date:	
Supervisor:			DIV/Department:	
ACTION	PURGED RESPONSIBILITIES	RESOURCES AND SUPPORT	TARGET COMPLETION DATE	OUTCOMES AND RESULTS

APPENDIX E

LANSING COMMUNITY COLLEGE  
HUMAN RESOURCED DEPARTMENT

RECLASSIFICATION REQUEST

Name:

Job Title:

Department:

Division:

Check the appropriate box(es) identifying the purpose for this reclassification:

Position Band

and/or

Position Level

Describe in detail the specific responsibilities/tasks that related to Inputs, Processes and/or Outputs that support your request.

Inputs:

Processes:

Outputs:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**Note:** *This request and a current job description must be submitted to the immediate supervisor. A copy of the Re-Classification Request Form only must be forwarded to Human Resources.*

**Supervisor and Division Dean, Executive Director, or Vice President Recommendation  
For Reclassification**

Employee Name:

Supervisor completing recommendation:

**Recommendation:**

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Note: A signed current job description must accompany this form. This form and the signed current job description must be forwarded to your Dean, Executive Director, or Vice President for area.*

Dean, Executive Director or Vice President for area completing recommendation:

**Recommendation:**

Dean, Executive Director or Vice President for area

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Note: The Reclassification Request, a current job description and this fully completed and signed recommendation must be submitted to the Human Resources Office.*

**APPENDIX F**

**LCC HEALTH CARE TASK FORCE  
APRIL 21, 2006**

The Health Care Tasks Force will continue to monitor the health care program on at least a quarterly basis.

Current MESSA medical coverage will continue until June 30, 2010. However, after June 20, 2008, if any annual premium increase exceeds 12% either party may request a reopener to discuss alternatives.

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