

**Agreement
Between
the Board of Trustees of
Lansing Community College
of the State of Michigan**

and

**the Lansing Community College
Part-Time Clerical Technical
Union MEA/NEA**



July 1, 2006 - June 30, 2010

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LANSING COMMUNITY COLLEGE
PART-TIME CLERICAL TECHNICAL UNION MEA/NEA
AGREEMENT

Designation of Parties

This Agreement is entered into this 5th day of November 2007, by and between the Board of Trustees of Lansing Community College of the State of Michigan, hereinafter designated as the "Board," and the Lansing Community College Part-Time Clerical Technical Union MEA/NEA, hereinafter designated as the "Union."

Preamble

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

WHEREAS, the parties have agreed to this collective bargaining agreement, which, as fully bargained, settles, and contains all matters with respect to wages, benefits, hours, and other terms and conditions of employment for the term of this Agreement. The following provisions represent the understandings reached by the parties:

Article I. Recognition

The Board recognizes the Union as the exclusive representative of all part-time clerical/technical employees, EXCLUDING the following:

- Employees in temporary positions who have been employed in bargaining unit positions for less than one (1) year;
- Employees regularly scheduled less than eight (8) hours per week;
- Employees regularly scheduled less than 100 days per fiscal year;
- Sworn Police and Public Safety Officers;
- Employees who report directly to members of the Executive Leadership Team;
- Employees who report directly to Divisional Deans; and
- Confidential employees (i.e., employees who work in Human Resources or the President's Office or who do work defined as confidential pursuant to the MERC ruling dated April 26, 2000).

For positions funded by external grants: where terms of this Agreement are in conflict with terms of the relevant grant, the terms of the grant will prevail.

Article II. Non-Discrimination

All provisions of this Agreement shall be applied without regard to race, color, sex, age, religion, national origin, creed, ancestry, familial status, marital status, height, weight, sexual orientation, disability, or veteran's status or other status as protected by law except where provisions may be in conflict with the application of a provision of this Agreement.

Article III. Union Rights

A. Release Time

The Union President, Union Officers, or designated representatives will be granted an aggregate total of ninety (90) hours off with pay for each fiscal year of this Agreement for the purpose of conducting union business. An additional forty (40) hours per year will be provided during the last year of this Agreement for negotiations. All union activity must be accounted for if paid by the College. The Union may buy up to an additional 200 hours of release time prior to any fiscal year at the rate of \$13.00 per hour. Prior to the expected absence, the Union President, Union Officers, or designated representatives will strive to provide five (5) days notice to the respective immediate supervisor(s). The days may be used in smaller increments, but must be submitted to the College's Office of Human Resources in minimum increments of one-hour blocks. The hours should be reported to the College's Office of Human Resources as soon as possible.

A period of two (2) hours will be set aside during each Fall Semester for the purpose of conducting union meetings. The Union will work with the Office of Human Resources to schedule the date and time for the meeting. The Office of Human Resources will notify each bargaining unit member's supervisor and the Union will notify its bargaining unit members.

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

Use of any time off under this section will be subject to the approval of the immediate supervisor, but such approval will not be unreasonably withheld.

B. Use of College Rooms

1. College rooms may be used by the Union for union business at no cost to the Union provided that:
 - a. the requested room is available;
 - b. approval from the administration is secured in advance; and
 - c. meetings are scheduled within the regular shift hours of the custodial staff.

2. The College shall provide an office for the Union to share with other MEA affiliated unions in the Continental Building. The total square footage provided for all three unions shall be at least 450 square feet. If the College determines that this space is no longer available, the Union will be notified at least sixty (60) days prior to a relocation as to where the new space will be provided.

C. Use of College Equipment

The Union is authorized to use College equipment, including but not limited to: typewriters, word processors, copiers, other duplicating equipment, and calculating machines, subject to availability and prior approval. The Union shall pay for the reasonable cost of all materials and labor, including the cost of all consumable supplies, incident to such use. Reasonable cost shall be determined by the Chief Financial Officer of the College.

Article IV. Board Rights

The Union recognizes that the Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all rights, powers, and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

It is further recognized that, subject only to clear and expressed restrictions, if any, as are provided in this Agreement, all management rights, powers, functions, and authority shall remain vested exclusively in the Board.

These management rights, powers, functions, and authority include but are not limited to:

- A. The administration and management of the College, the control of its properties, and the maintenance of an orderly, effective, and efficient operation of the College;
- B. The selection and direction of the work force including the right to determine the size and composition of the work force and the qualifications of employees and to hire, discipline, suspend, discharge, assign, transfer, promote, lay off, or relieve employees from duty because of lack of work or any other legitimate reason;
- C. The right to determine the number and location of facilities, the work to be performed and the standards to be met for performing that work, the amount of supervision necessary, and the schedule of work;
- D. The right to establish, eliminate, or change work classifications;
- E. The right to promulgate reasonable rules, policies, and regulations provided that the same are not inconsistent with the provisions of this Agreement; and

- F. The right to change or introduce new operations, methods, processes or means of operation, and the right to determine whether and to what extent work shall be performed by employees.

Article V. Agency Shop and Dues Check-Off

- A. Membership Dues

Any member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of union dues in the amount established by the Union, or of the service fee as provided in section B below. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct the designated portions of such dues or fees at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fees are fully paid no later than August 31 of the following year.

- B. Agency Shop

Any member of the bargaining unit who is not a member of the Union 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 Union an amount not to exceed the professional dues uniformly required of members of the Union.

1. The non-member may authorize payroll deduction for such fees in the same manner as provided for Union dues.
2. In the event the non-member shall not pay the Service Fee directly to the Union or authorize payment through payroll deduction, the College shall, upon proper written notice from the Union, deduct the Service Fee from the employee's wages and remit same to the Union pursuant to the conditions described in section 3 below.
3. The Union shall notify the bargaining unit member by certified mail explaining that the bargaining unit member is delinquent in not tendering Union service fees, specifying the amount of the delinquency and warning him/her that unless the delinquent fees are paid within ten (10) working days of such notice or unless arrangements are made with the Union for payroll deduction of Service Fees within ten (10) working days of such notice, the Union shall request that the Office of Human Resources authorize deduction of Service Fees as provided in this Agreement.
4. The Union shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Union or an employee takes.

C. Disbursement of Sums

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 Union.

D. Legal Defense

The Union agrees to assume the legal defense of any suit or action brought against the College regarding this Article of this Agreement at its own expense. The Union 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 Union has the right to choose the legal counsel to defend any such suit or action.
3. The Union shall have the right to compromise or settle any claim made against the College under this section.
4. The College will cooperate with the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

Article VI. 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. The Union may file grievances on behalf of a bargaining unit member or a group of bargaining unit members. Union grievances that allege policy violations will commence in writing at Level Three.
3. A day is defined as a day on which the College is open for business, excluding weekends and holidays.

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 bargaining unit member having a problem or issue to discuss the matter informally with any appropriate member of the administration and having the problem or issue adjusted without recourse to the formal grievance procedure and without intervention of the Union, provided the adjustment is consistent with the terms of this Agreement. The Union shall be given the opportunity to be present during any grievance adjustment.

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 Union within the time limits specified the grievance will be considered 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 Union, be present at all grievance meetings and hearings.
5. Either party may, at all levels of the grievance procedure, have the right to internal representation.
6. Grievance forms are available as part of this Agreement (see Appendix A) or on the Lansing Community College website.
7. 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 bargaining unit member shall discuss the complaint with his/her immediate supervisor and/or departmental chairperson within fifteen (15) 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) days of this discussion. If the aggrieved bargaining unit member is not satisfied with the oral decision, he/she shall formally file the grievance in writing. The written grievance must be submitted to the bargaining unit member's immediate supervisor and/or chairperson within fifteen (15) days of the event giving rise to the grievance or within ten (10) days of the receipt of the oral decision, whichever is greater.
 - b. Within ten (10) days of the filing date, the immediate supervisor and/or chairperson will meet with the aggrieved employee in an attempt to resolve the complaint. A written answer shall be given within ten (10) 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 indicated on the grievance form.
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) 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 Union.
 - b. Within ten (10) days of receipt of the grievance at Level Two, the aggrieved bargaining unit member or the Union 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) 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) days thereafter by the aggrieved to the Chief Human Resources Officer, stating the desire to pursue the issue at Level Three. At this level, the grievance or letter must be signed by both the aggrieved and the Union.
- b. Within five (5) days of receipt of such grievance at Level Three, the aggrieved bargaining unit member or the Union representative will arrange to meet with the Chief Human Resources Officer or his/her designee to discuss the issues. The parties will meet within ten (10) days and a written answer shall be given within ten (10) days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.
- c. Matters involving Union grievances will be discussed with the Chief Human Resources Officer or his/her designee within fifteen (15) days from the event giving rise to the grievance or within fifteen (15) days of when the Union reasonably had knowledge of the event, with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Union desires to pursue the matter further, it may then be reduced to writing.
- d. Written Union grievances initiated at this level shall be filed within fifteen (15) days following this informal meeting with the Chief Human Resources Officer. 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 Union to arbitration by written notice given by the Union 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 decision of the arbitrator shall be binding on all parties involved.
- d. The fees and expenses of the arbitrator shall be shared equally by the College and the Union.
- e. The parties shall be responsible for the payment of witnesses called to testify on their behalf.

E. Grievance Hearings

The College will attempt to schedule grievance hearings so as to minimize conflict with the bargaining unit member's regularly assigned duties. Any bargaining unit member officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

Article VII. Due Process and Just Cause

A. Just Cause

The Board and the Union support the concept of progressive discipline as a means to improve the affected bargaining unit member'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 will normally include the issuance of a verbal warning, written warning, suspension, or discharge. Written notification of formal disciplinary action will be provided to the bargaining unit member affected. No bargaining unit member shall be disciplined without just cause.

B. Due Process

1. When a complaint or issue has been received or identified, the supervisor will conduct a preliminary inquiry to determine whether the complaint or issue has merit to warrant an informal investigation or action.
2. If the preliminary inquiry results in a finding that the complaint or issue has merit to warrant an informal investigation, the bargaining unit member shall be informed of the specifics of the complaint or issue within fifteen (15) working days (as defined in Article VI) of receipt of the complaint or issue, unless such notification will hinder the investigation. If it is determined that notification to the bargaining unit member within the fifteen (15) working days will hinder the investigation, the College will notify the Union President, unless such notification creates a conflict of interest, in which case the MEA Uniserv Director will be notified. The level

of detail disclosed to the Union President or MEA Uniserv Director will vary on a case by case basis.

3. An informal investigation of the complaint or issue will be conducted. During this investigation, both parties will attempt to resolve the matter informally when appropriate.
4. Following this informal investigation and if the matter has not been resolved, or if either party chooses to move directly to a formal investigation, a formal investigative hearing will be held.
5. Bargaining unit members shall be advised by their supervisor that they have the right to have a Union representative present during any formal investigative hearing or disciplinary meeting. Bargaining unit members have the right to reasonably postpone any meeting until such representation is available. Notification at this step of the process as to the bargaining unit member's right of representation does not preclude the bargaining unit member from requesting representation at any earlier step of the process.
6. If it is decided that formal disciplinary action (verbal warning, written warning, suspension, discharge) will be invoked following this hearing, the bargaining unit member will be notified in writing of the extent of the disciplinary action and the specific reasons for taking such action.
7. Written notification of disciplinary action will be placed in the bargaining unit member's official personnel file. Pursuant to the terms of Article VIII, Official Personnel Files, bargaining unit members must be provided the opportunity to review the disciplinary action document(s) before it/they is/are placed in the official personnel file.
8. The bargaining unit member will have an opportunity to submit written evidence of rebuttal to any charges against him/her and such rebuttal shall become part of his/her personnel file.

Article VIII. Official Personnel Files

- A. Each bargaining unit member may, upon written request, review the contents of his/her own official personnel file with the exception of confidential pre-employment information. An officer of the Union may, at the written request of the bargaining unit member, accompany him/her in such review or may conduct such review. The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the official personnel file. In the event of the administrator's absence, he/she will appoint someone to act in his/her behalf.
- B. If a bargaining unit member disagrees with anything contained in the official personnel file, the bargaining unit member may request in writing, the removal or correction of the document. If no agreement is made to remove or correct the information, the bargaining unit member may submit a written statement explaining his/her position. This document will be placed in the bargaining unit member's official personnel file.
- C. No document related to disciplinary action will be placed in a bargaining unit member's official personnel file unless he/she has had an opportunity to examine it. The bargaining unit member will be asked to verify in writing that they have examined the document(s). If the bargaining unit member chooses not to verify, a witness and a Human Resources administrator will verify in writing that the bargaining unit member was given the opportunity. If the bargaining unit member can not be reached to review the document(s), notice will be sent to the bargaining unit member by registered mail.
- D. A bargaining unit member may request removal of disciplinary documents after one (1) year. The bargaining unit member will be notified of the decision regarding the request for removal and a reason, if denied. If there has been no request for removal of the disciplinary document(s) or the request for removal was denied and no additional disciplinary action against the bargaining unit member has been initiated within two (2) years, the disciplinary document(s) will become inadmissible in any future disciplinary action against the bargaining unit member, unless there is an agreement with the Union to consider it.
- E. The official personnel file maintained by the Office of Human Resources is the file that will be used to respond to reference checks by other employers.

Article IX. Evaluation

At the option of the supervisor, the Staff Development Plan (SDP) may be utilized as a tool to facilitate the improvement of job skills and the pursuit of employee development.

Related to the Primary Skills section of the SDP, in the event the supervisor does not provide the mutually agreed upon support identified in the SDP and/or Action Plan, discipline will not result if the objective for this portion of the plan is not met. Failure to meet objectives in other sections of the SDP will not result in discipline.

Article X. Position Vacancies and Transfers

A. Vacancies

1. Vacancies shall be defined as:
 - a. New positions created by the Administration which the Administration intends to fill;
 - b. Positions that are open as a result of a person leaving the College, and which the Administration intends to fill; or
 - c. Positions that are open because a person is transferred to another position, and which the Administration intends to fill.
2. In all cases, the Administration reserves the right to determine when a position is established, when it may be eliminated, and when and if it will be filled pursuant to the provisions of this Agreement.
3. The Administration will post all vacant positions using the current job posting and application system. The job posting will list basic requirements and job duties.
4. The Administration reserves the right to fill a vacancy without posting in the following circumstances:
 - a. Internal transfers to a position that is open or newly created due to a divisional or department reorganization;
 - b. Internal transfers for disciplinary reasons;
 - c. Internal transfers as a result of the Administration and two bargaining unit members mutually agreeing to trade their positions;
 - d. Internal transfers for legitimate business related reasons (e.g., health, personality conflicts, etc); or

- e. Any circumstances where the Administration and the Union agree that a position may be filled without posting.
5. In the event the Administration approves a new PTCTU bargaining unit position, the Administration will inform the Union President of the new position prior to announcing it publicly.
6. The Union President will be provided a link to the online applicant/job posting site in order to review current posted vacancies.
7. Position vacancy notices shall be posted for a minimum of five (5) working days in order to allow applicants (internal and/or external) the opportunity to apply.
8. Bargaining unit members who desire to be considered for a vacancy shall apply for the position using the current job posting and application system.
9. The final decision in hiring rests with the hiring department.

B. Transfers

1. 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.
2. Bargaining unit members 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:
 - a. If the transfer is to a position having a higher rate of pay, the bargaining unit member will be paid at the higher rate.
 - b. If the transfer is to a position having a lower pay rate, the bargaining unit member will suffer no reduction in pay. Length of service shall continue to accrue during such transfer. The bargaining unit member will receive future pay increases as negotiated in this Agreement.
3. Bargaining unit members who are voluntarily transferred on a temporary or permanent basis will be paid as established below:
 - a. If the transfer is to a position having a higher pay rate, the bargaining unit member will be paid at the new rate.

- b. If the transfer is to a position with a lower pay rate, the pay rate will be reduced by one half the difference between the old rate and the new rate.

C. Competitive Positions

- 1. A competitive position is a position that is obtained through a competitive search.
- 2. Bargaining unit members who move to a competitive position will be paid as established below:
 - a. If the move is to a position with a higher pay rate, the bargaining unit member will be paid at the new rate.
 - b. If the move is to a position with the same pay rate, the bargaining unit member will be paid the same pay rate.
 - c. If the move is to a position with a lower pay rate, the bargaining unit member will be reduced to the lower pay rate.

**Article XI. Reduction in Force
(Excluding positions funded by external grants and temporary positions)**

The Union recognizes the exclusive right of the Board 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 Article.

A. General Provisions

- 1. Definition of Layoff: A reduction in the work force due to lack of funds, lack of work, or changes in operations.
- 2. This process shall not be used as a substitute for the just cause provisions of this Agreement. Upon request, a bargaining unit member who is laid off will receive a letter from management which indicates that his/her layoff was not a result of unsatisfactory performance.
- 3. Bargaining unit members with less than one (1) year of service shall not be afforded the rights provided in sections B.1 and B.2.
- 4. If two (2) or more bargaining unit members are in the same department, their positions require the same basic qualifications, and they are scheduled for the same number of hours, the least senior bargaining unit member will be laid off first.

B. Layoff Procedure

1. If a vacant position or a position held by a probationary bargaining unit member exists, the bargaining unit member to be laid off may be offered that position at the discretion of management.
2. If a vacant position or a position held by a probationary bargaining unit member is not available or not accepted by the bargaining unit member to be laid off, the following procedure will be used:
 - a. A bargaining unit member shall be given a minimum of thirty (30) calendar days written notice of layoff. A copy of any notification shall be provided to the Union President.
 - b. Seniority will be determined by the provisions of Article XIV Employment Conditions.
 - c. The laid off bargaining unit member shall replace the least senior bargaining unit member in a position for which the laid off bargaining unit member is qualified. Bargaining unit members transferring to different positions in accordance with these layoff procedures will not suffer a reduction in pay related to this transfer.

C. Qualifications

For the purpose of determination as to who meets the qualifications, the bargaining unit member must possess the qualifications as described in the most recent job description on file prior to the written notice of layoff. If no job description is available, the most recent job posting will be used. If no posting is available, the supervisor shall use the template contained in Appendix B to develop a list of qualifications.

D. Recall Procedure

1. Laid off bargaining unit members will have recall rights equal to one (1) year from the date of layoff. The position which is vacated by a bargaining unit member will not be filled for this recall period unless it is first offered to the laid off bargaining unit member. A bargaining unit member who declines such an offer to return to his/her former position shall be considered to have resigned from his/her position.
2. Bargaining unit members shall be recalled to positions for which they are qualified in order of their seniority.
3. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the College's records. It shall be the bargaining unit member's responsibility to keep the College notified as to his/her current mailing address. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given at least ten (10) working days from the receipt of the notice to report to work.
4. A bargaining unit member who has been laid off and is recalled to work in a position within the bargaining unit shall be credited with continuous service for the purpose of seniority.
5. A laid off bargaining unit member who accepts a lesser-hour position retains his/her recall rights for one (1) year from the date of lay off.

E. Benefits

A bargaining unit member who is laid off will be eligible to participate in employee benefit programs in the same manner as a bargaining unit member who is on leave of absence without pay. Please consult the Office of Human Resources for additional information.

Article XII. Employee Benefits

A. Medical Insurance

1. The Health Care Task Force will continue to monitor the health care program on at least a quarterly basis.
2. All payroll deductions for cost sharing may be deducted on a pre-tax basis at the bargaining unit member's request in accordance with the Section 125 Summary Plan Description.
3. Bargaining unit members who have passed their probationary period are eligible to purchase MESSA Limited health care coverage.

4. Bargaining unit members who are currently purchasing health care coverage will have a one-time opportunity to choose whether they will continue their current plan or purchase MESSA Limited. If the PHP plan or Blues Plan is discontinued, bargaining unit members will have an opportunity to enroll in one of the MESSA plans offered at the College.
5. During open enrollment each year, those bargaining unit members who are purchasing health care coverage will have an opportunity to move to only MESSA Limited. New non-probationary bargaining unit members would be eligible to purchase the MESSA Limited plan offered by the College.
6. The College will provide \$150,000 for 2006-2007, \$160,000 for 2007-2008, and \$170,000 for the remaining years of this Agreement for part-time coverage.
7. The part-time health care pool will be divided as follows (see the example in Appendix C):
 - a. 90% will be divided between all part-time employees who sign up for medical insurance during the annual open enrollment period using the following method:
 - 1). The amount of the subsidy will be based on the previous year's employment (fiscal year for support and administrators, academic for faculty), except in the case of employees who have a shorter probationary period, in which case the amount of appointment will be based on the current assignment.
 - 2). For employees who work 50% or more, the College will not pay more than an amount equal to 75% of the premium for MESSA Limited for any of these employees.
 - 3). For employees who work more than 33% and less than 50%, the amount of the subsidy will be based on the same formula. The College will not pay more than an amount equal to 50% of the MESSA Limited for any of these employees.
 - 4). The following formula will be used to allocate these funds:

Each participating part-time employee will share in the annual pot of money to support the cost of their health care. The percentage of coverage supplied by the College will vary according to the available funds and the number of participating employees. For those employees who are determined to be in the group that works 50% or more (see 2 above), the percentage will be determined by dividing the

available funds by the total cost of health care for all participating part-time employees. That percentage will be applied to the applicable health care premium to determine the amount of the premium to be contributed by the College for that employee. For those employees who are determined to be in the group that works more than 33% and less than 50% (see 3 above), the applicable percentage of coverage will be divided in half.

- b. 10% of the annual pool will be set aside to cover changes in status during the course of the year such as marriages, divorces, new employees, etc. The amount of the subsidy will be the same as employees in the above groups, until/unless the pool is exhausted.
8. Any funds remaining unused at the end of the plan year will be added to the next year's pool. The plan year will be July 1 – June 30. If the plan cannot be implemented by July 1, 2006, then the plan year for the first year would become November 1 – June 30. In this instance, funding for the first year would be reduced by \$13,330 in order to continue coverage of those employees currently in the VEBA.
9. The Health Care Task Force shall be notified of the amount of any remainder at least thirty (30) days prior to open enrollment.
10. The Health Care Task Force will evaluate the usage of the 10% reserve prior to the end of the first year, by April 1, 2007, to consider reducing the amount of the reserve for future years.
11. The unions with part-time employees (LCCAA, PTCTU, and MAHE) will select one (1) delegate each for a team to meet with Human Resources to calculate the formula percentage for distribution to part-time employees. This meeting will take place at the end of open enrollment. Once this calculation is made, enrollees will be notified of their required contribution. Ten (10) days later the committee will meet to determine the final contribution based on those employees who decide to participate.

B. Dental Insurance

1. 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.
2. Bargaining unit members who have passed their probationary period may purchase single person coverage.

C. Vision Insurance

1. 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.
2. Bargaining unit members who have passed their probationary period may purchase single person coverage.

D. Jury Duty

A bargaining unit member who has been employed by Lansing Community College for at least one (1) year and who is summoned and reports for jury duty shall receive the same pay he/she would have received if he/she had not been summoned for jury duty. 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 a member for jury duty is limited to a maximum of ten (10) days in any calendar year.

The provisions of this section are not applicable to a bargaining unit member who, without being summoned, volunteers for jury duty.

E. Admission to Lansing Community College Courses

Bargaining unit members are eligible to take two (2) classes per semester or the equivalent of eight (8) credits, whichever is greater at resident rates, provided they are employed by the first week of that semester and remain employed for the duration of said semester. Subject to these limitations bargaining unit members will be granted tuition scholarships (excluding any fees associated with courses) for courses they desire, as long as these courses are taken outside of the bargaining unit member'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.

For bargaining unit members who have completed three (3) years of service within the bargaining unit, if the bargaining unit member does not use the eight (8) credits in a semester, his/her IRS eligible dependent(s) may utilize the balance.

This dependent benefit will become effective beginning Spring Semester 2008.

F. 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 for the parking facility.
2. The College may require parking cards, decals, or other methods of control for each bargaining unit member's vehicle and will furnish parking cards, decals, or other methods of control at College expense. If the cards, decals, or other methods of control are lost or misplaced, a replacement fee will be charged.
3. No bargaining unit member 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 bargaining unit members who have access to the facility, the College will notify the Union 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 bargaining unit members of the change and when that change will occur.

G. Police Uniforms

New bargaining unit members of Police and Public Safety will be provided two (2) pairs of pants, three (3) long sleeve shirts, three (3) short sleeve shirts, one (1) summer polo type shirt, one (1) pair of summer shorts, one (1) sweater, one (1) winter jacket, a belt, a tie, collar brass, and a whistle chain to be worn as uniforms while working. Bargaining unit members are responsible for maintaining and cleaning uniforms and may request new uniforms as needed.

Article XIII. Paid Time Off

A. General Provisions

1. Paid time off (PTO) allowance shall be provided in lieu of annual leave, sick leave, and vacation.
2. Bargaining unit members are not eligible to use PTO before it has been accrued.
3. Bargaining unit members who terminate employment for any reason will be paid for any unused time off.
4. Paid time off should be requested in advance, through the immediate supervisor, except in cases of illness or emergencies.

B. PTO Allowance

Effective July 1, 2007, PTO rates will be based on years of service and actual hours paid.

For the 2007-2008 fiscal year the accrual schedule will be:

Years of Service	PTO Earned
Less than 3	5% of hours paid
3 to 6	8% of hours paid
More than 6	11% of hours paid

For the 2008-2009 fiscal year the accrual schedule will be:

Years of Service	PTO Earned
Less than 3	6% of hours paid
3 to 6	9% of hours paid
More than 6	12% of hours paid

For the 2009-2010 fiscal year the accrual schedule will be:

Years of Service	PTO Earned
Less than 3	7% of hours paid
3 to 6	10% of hours paid
More than 6	13% of hours paid

Bargaining unit members can carry over unused PTO to the next fiscal year, capped at 60, 100, and 170 hours respectively.

C. Union PTO Fund

1. Bargaining unit members may donate up to ten (10) hours annually of their own PTO to the Union PTO Fund for purposes of providing PTO to bargaining unit members who have exhausted their own PTO bank.
2. The Union shall carry forward any unused hours from year to year up to a maximum cap not to exceed ten (10) hours times the number of bargaining unit members at the end of the fiscal year.
3. Bargaining unit members who apply for usage of these funds must have exhausted their own personal bank of PTO hours before being considered for additional PTO hours.
4. The Union shall govern the PTO Fund and its disbursement to bargaining unit members.

Article XIV. Employment Conditions

A. Probationary Period

1. All bargaining unit members shall serve a probationary period of 120 calendar days during which they shall be considered probationary employees.
2. During the probationary period, the bargaining unit member may be discharged at any time. Probationary bargaining unit members are at-will employees and are not subject to the just cause provisions of this Agreement.

B. Establishment of Date of Hire

1. A bargaining unit member's date of hire into the bargaining unit shall be considered their seniority date.
2. Periods of leave (including, but not limited to those found in Articles XIII and XV) shall not affect the seniority date.
3. Time spent working out of the bargaining unit shall not count for seniority purposes within the bargaining unit.
4. Termination of employment with the College severs the seniority date and a bargaining unit member returning to employment after a permanent termination of employment shall start with a new date of hire.

C. Hours of Work

1. Each bargaining unit member shall be entitled to a paid fifteen (15) minute rest period for each three (3) consecutive hours worked in a workday.
2. Each bargaining unit member shall be entitled to an unpaid, duty-free thirty (30) minute lunch period when assigned to work six (6) or more consecutive hours in a workday.
3. Beginning July 1, 2007, bargaining unit members who work in excess of 1,500 hours within a bargaining unit position during the fiscal year will be paid a lump sum bonus by the end of the month following the close of the fiscal year. This bonus will be calculated as a 30% premium for all hours worked in excess of 1,500 hours. This lump sum bonus is not applicable to overtime compensation calculations.
4. If the College is closed for reasons beyond its control, a bargaining unit member normally scheduled to work will be paid for their normal hours for a maximum of two (2) shifts per contract year if told not to report. For shifts beyond two (2), the bargaining unit member normally scheduled to work will be allowed to make up the missed hours, if needed by the department and approved by the supervisor, by the end of the following pay period. Approval to make up missed hours will not be arbitrarily or capriciously withheld by the supervisor.
5. If the departments of the College are closed for any non-emergency reason, the bargaining unit member in those departments will be given thirty (30) days advance notice and may utilize available PTO time to be paid for hours normally scheduled or may be unpaid for those hours.

Article XV. Leaves

A. Bereavement

1. When a death occurs in the bargaining unit member's immediate family, the bargaining unit member will be excused, upon request, for a maximum of the average hours worked per week. For bereavement purposes, a member of the bargaining unit member'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, and step-children living in the household.
2. A bargaining unit member excused from work under this section shall, after making notification to the Office of Human Resources 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.

3. Leave time, for the purpose of bereavement, will not be deducted from the paid time off PTO accrual bank.

B. Family Medical Leave Act

The Administration reserves the right to implement changes relevant to Family Medical Leave Act leaves and policies. The Administration agrees to discuss any said changes with the Union before implementation.

Article XVI. Compensation

A. Hourly Wage Adjustments

All bargaining unit members will receive a bonus for all bargaining unit earnings for the fiscal year 2006-2007. The bonus percentage will be based on the bargaining unit member's years of service within the bargaining unit as of July 1, 2007 as follows:

1. less than 1 year of service = 0%
2. 1 to 3 years of service = 3%
3. 3 to 6 years of service = 5%
4. 6 to 9 years of service = 7%
5. greater than 9 years of service = 10%

Bargaining unit members must be employed at the time the bonus is paid in order to be eligible for this payment. This payment will be made with the December 7, 2007 payroll check. This lump sum bonus is not applicable to overtime compensation calculations.

All bargaining unit members employed with the College prior to July 1, 2007 will receive a 6% pay increase effective upon ratification of this Agreement. Bargaining unit members must be employed at the time this pay increase is paid in order to be eligible for this pay increase.

All bargaining unit members employed with the College prior to June 29, 2008 will receive a 5% pay increase effective June 29, 2008. Bargaining unit members must be employed at the time this pay increase is paid in order to be eligible for this pay increase.

All bargaining unit members employed with the College prior to June 28, 2009 will receive a 5% pay increase effective June 28, 2009. Bargaining unit members must be employed at the time this pay increase is paid in order to be eligible for this pay increase.

B. Hiring Range

The hiring rate for 2007-2008 will be \$9.25/hr.

The hiring rate for 2008-2009 will be \$9.50/hr.

The hiring rate for 2009-2010 will be \$9.75/hr.

C. Holidays Worked

Any bargaining unit member who is required to work on one of the following holidays shall be paid at the rate of one and one half times his/her normal hourly rate. When the holiday assignment is mandatory, a minimum of four (4) hours will be assigned, unless otherwise agreed between the bargaining unit member and the supervisor.

1. Martin Luther King, Jr. Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. The day following Thanksgiving Day
7. Christmas Eve Day (if Christmas falls on a Tues, Wed, Thurs, or Fri)
8. Christmas Day
9. New Year's Eve Day (if New Year's falls on a Tues, Wed, Thurs or Fri)
10. New Year's Day

Whenever a state or federal statute requires that any of the above designated holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.

Bargaining unit members normally scheduled to work on College recognized holidays may be allowed to make up missed hours, if needed by the department and approved by the supervisor by the end of the following pay period. Approval to make up missed hours will not be arbitrarily or capriciously withheld by the supervisor.

Article XVII. Calendar

By April 15 of each year*, the College will publish a calendar for the upcoming academic year. The calendar will include all days that the entire College will be closed during the academic year. The parties understand that there may be additional closing days as a result of conditions beyond the control of the College.

The calendar will be published to each bargaining unit member via the College website or campus email communication.

*Publication of the calendar may not be possible in years where other negotiated agreements related to academic calendar have not been finalized.

Article XVIII. General Provisions

A. Amendments to the Agreement

No provision of this Agreement shall be changed or altered unless such change or alteration is agreed to in writing between the Administration and the Union.

B. Savings Clause

If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Board and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

C. Waiver

The Board and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, 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. Therefore, the Board and the Union agree that for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

D. Special Conferences

At the request of either the Union or the Administration, special conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the grievance procedure, provided that mutually acceptable arrangements as to time and place can be made.

It is understood that special conferences shall not be for the purpose of continuing collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement, nor to change or alter the rights of either the Board or the Union under the terms of this Agreement.

Article XIX. Duration

This Agreement shall be retroactive to July 1, 2006, except as cited in the Agreement, and shall continue in full force and effect until midnight June 30, 2010 when it shall terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF TRUSTEES

FOR THE PART-TIME CLERICAL
TECHNICAL UNION MEA/NEA

By: _____
Chairperson

By: _____
President

By: _____
Secretary

By: _____
Uniserv Director

Appendix A

LANSING COMMUNITY COLLEGE

PART-TIME CLERICAL TECHNICAL UNION MEA/NEA

GRIEVANCE FORM

Submitted at Level _____ Grievance # _____

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: PTCTU President, Chief Human Resources Officer, grievant's immediate supervisor and/or departmental chairperson, MEA Uniserv Director

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

Appendix B



Job Description Part-Time

Date:

Name of Incumbent:

JOB TITLE:

DIVISION:

DEPARTMENT:

STATUS: Please place a ✓ by the appropriate statuses.

Regular/Continuing
 PT Bargaining Unit
Clerical/Technical

Temporary
 PT Non-Bargaining Clerical
Technical

JOB SUMMARY: *This section should summarize the overall purpose (“mission”) of your job in 1-4 sentences. Briefly describe the primary reason the job exists at LCC.*

WORKING RELATIONSHIPS: *The purpose of this section is to identify internal relationships.*

REPORTS TO:

DIRECT SUPERVISION: *Identify the job title of those individuals who directly report to you. Include the number of people in each job.*

INDIRECT SUPERVISION: *Give the total number of people who report to you through subordinate supervisors, excluding your direct reports.*

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Identify and describe the essential duties and responsibilities, i.e., what you do and how you do it, and what is the expected result.*

Most jobs can be described using 6-10 statements. List in priority order.

1.

2.

3.

4.

5.

EDUCATIONAL/EXPERIENCE REQUIREMENTS: *Please identify the specific education, experience, certifications and special training required to perform the essential functions of this job.*

Signature of Incumbent

Date

Signature of Supervisor

Date

Appendix C

Medical Insurance Example:

- Pot – reserve = Available funds for year. For example suppose the available funds are \$150,000 and 10% is set aside to support health care.
- Year one the available funds are also reduced by the need to continue the VEBA at the current levels for 2 months.

Year	Contribution	10% Reserve	VEBA Payment	Available \$
2006-2007	\$150,000	\$15,000	\$13,333.33	\$121,666.67
2007-2008	\$160,000	\$16,000	\$0	\$144,000.00 plus carry over, if any
2008-2009	\$170,000	\$17,000	\$0	\$153,000.00 plus carry over, if any

- After employees are allowed to sign up for the various plans (MESSA Limited Single, Double, or Family) or continue full coverage with MESSA Tri-med Single, Double, or Family, the employer and employee costs are determined by using the process below.
- The total cost of the health care plan for part-time employees is determined by adding the total cost for each employee's choice and then finding the sum of these numbers:
 1. Persons needing MESSA Limited Single x Cost of MESSA Limited Single Policy
 2. Persons needing MESSA Limited Double x Cost of MESSA Limited Double Policy
 3. Persons needing MESSA Limited Family x Cost of MESSA Limited Family Policy
 4. Persons needing MESSA Tri-Med Single x Cost of MESSA Tri-Med Single Policy
 5. Persons needing MESSA Tri-Med Double x Cost of MESSA Tri-Med Double Policy
 6. Persons needing MESSA Tri-Med Family x Cost of MESSA Tri-Med Family Policy

Total Annual part-time health care costs are: sum of 1 through 6

- The percentage of support for the employee is calculated by the following:

Available support divided by total part-time employee cost

For example if there is \$121,666.67 available and the total cost for the number of employees that sign up is \$320,178.79, then the support is \$121,666.67 divided by \$320,178.79 or 38%.

- Each employee would then be told that their payments would be supported by the college contribution of 38% if they worked more than 50% and 19% if they worked 33-50%.

Medical Insurance Sample Distribution:

If 75* part-time employees signed up for insurance during open enrollment, this would be the impact: (the rates have all been increase 6% to reflect MESSA's estimated increase)

It has been estimated that the 75 employees split as follows:

Coverage	MESSA Limited	Limited Rate	MESSA Tri-Med	Tri-Med Rate
Single	40	\$392.60	20	\$525.29
Double	4	\$884.37	4	\$1,183.98
Family	4	\$977.60	3	\$1,308.76

Rates	# of Emp.	Monthly \$	# of months	Total Costs
\$392.60	x 40 emp.	= \$15,704.00	x 8 mos.	= \$125,632.00
\$884.37	x 4 emp.	= \$3,537.48	x 8 mos.	= \$28,299.84
\$977.60	x 4 emp.	= \$3,910.40	x 8 mos.	= \$31,283.20
			MESSA Limited:	\$185,215.04
\$525.29	x 20 emp.	= \$10,505.80	x 8 mos.	= \$84,046.40
\$1,183.98	x 4 emp.	= \$4,735.92	x 8 mos.	= \$37,877.36
\$1,308.76	x 3 emp.	= \$3,926.28	x 8 mos.	= \$31,410.24
			MESSA Tri-Med	\$153,334.00
			TOTAL COST	\$338,549.04

Use the available pot of \$121,666.67 and divide it by \$338,549.04 = 35.94% ~ 36%

MESSA Limited	Rates	Percentage	College Cost	Employee Cost
Single	\$392.60	x 36%	\$141.34	\$251.26
Double	\$884.37	x 36%	\$318.37	\$566.00
Family	\$977.60	x 36%	\$351.94	\$625.66
MESSA Tri-Med				
Single	\$525.29	x 36%	\$189.10	\$336.19
Double	\$1,183.98	x 36%	\$426.23	\$757.75
Family	\$1,308.76	x 36%	\$471.15	\$837.61

*For sample distribution, all participating employees were presumed to be working 50% or more. If those employees working 33% to less than 50% participate, then the percentage of their subsidy would equal 18%.

APPENDIX D

**STAFF DEVELOPMENT PLAN
LANSING COMMUNITY COLLEGE**

**DATA PROFILE UPDATE
Personal Information**

Name:

Social Security # - -

Position:

Address:

Department:

City: Zip:

Division:

Phone:

Emergency Contact:

Unlisted? Yes No

Relationship:

Phone:

Step I

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 Human Resources when completed.

Staff Development Plan

Step II - Complete the Staff Development Plan

Name:	Department:
Period - Title:	Time in Current Position

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

Step III - Developing Supervisor Support for Objectives

Supervisor Support:
Mid-year Discussion Date: _____
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:** _____

Action Plan

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