

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

and

**the Part-Time Clerical
Technical Union
MEA/NEA**

July 1, 2004 – June 30, 2006



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

AGREEMENT

Designation of Parties

This Agreement is entered into this 11th day of May 2005, by and between the Board of Trustees of Lansing Community College of the State of Michigan, hereinafter designated as the "College," and the LCC Part-Time Clerical Technical Union MEA/NEA, hereinafter designated as the "Union."

Preamble

WHEREAS, the College 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 College recognizes the Union as the exclusive representative of all regular, part-time clerical/technical employees; EXCLUDING the following:

- Employees with assignments funded by external grants
- 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
- Employees in the Personal Computing and Telecommunication Services Department of ISCD
- Confidential employees (i.e., employees who work in Human Resources or the President's Office or who do work defined as confidential pursuant to MERC ruling dated April 26, 2000).

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 LCC. The Union may buy up to an additional 200 hours of release time prior to any fiscal year at the rate of \$10.00 per hour. Prior to the expected absence, the Union President, 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. 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, plus one (1) hour per year for general membership meetings.

B. Use of College Rooms

1. College rooms may be used by the Union for Union business at not cost to the Union provided that:
 - a. The 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. The College will provide 120 square feet of office space to be shared between PTCTU and ESP. The location will be determined by management as space is available.

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 Vice-President for Administrative Services/Finance of the College.

Article IV. College Rights

The Union recognizes that the College, 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 College.

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 subsection 3 below.
3. The Union shall notify the employee by certified mail explaining that the employee 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 an employee or a group of employees. 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 employee 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 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 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 employee 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 Director of Human Resources, 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 employee or the Union representative will arrange to meet with the Director of Human Resources 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 Director of Human Resources 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.

Written Union grievances initiated at this level shall be filed within fifteen (15) 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 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 employee's regularly assigned duties. Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

Article VII. 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 College does not provide the mutually agreed upon Supervisor's 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 VIII. Vacancies

- A. A vacancy shall be defined as a position that is newly created or a position that is open as a result of a bargaining unit member leaving the college or accepting another position at the college. In all cases, the College reserves its right to determine when a position may be filled, when it may be eliminated, and when and if it will be filled through a posted vacancy notice. Prior to posting a new position, the College will consider whether it is practical to add hours (within the guidelines established by the College) to a similar position within the department.
- B. Whenever it is determined by the College that a regular position will be posted as a vacancy to be filled, the College will send a position vacancy notice to all departments. In addition, the College will send a supply of the position vacancy notice to the Union President. The notification will list basic requirements and job duties.
- C. Position vacancy notices shall be posted within the College for a minimum of five (5) working days prior to advertising the position externally.
- D. Employees who desire to be considered for a vacancy shall notify the department identified on the position vacancy notice, by means of a personal memorandum.
- E. The final decision in hiring a PTCTU employee rests with the designated department.
- F. Bargaining unit members who are reassigned on a temporary basis at the college shall retain the right to return to their previous position within the bargaining unit when the temporary assignment ends provided their previous position has not been eliminated.

Article IX. Reduction In Force

The Union 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 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 employee who is laid off will receive a letter from management which indicates that his/her layoff was not a result of unsatisfactory performance.
3. Employees 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 employees 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 employee will be laid off first.

B. Layoff Procedure

1. If a vacant position or a position held by a probationary employee exists at the same classification and pay level, the employee to be laid off may be transferred to that position at the discretion of management.
2. If no transfer is made, then the following procedure is followed depending upon the classification:
 - a. For Level I classifications, the laid off employee shall replace the least senior Level I employee within the college, provided that the least senior employee is scheduled for the same number of hours or fewer.
 - b. For Level II classifications, the laid off employee shall replace the least senior Level II employee within that employee's respective division, provided that the employee meets the qualification for the position and the least senior employee is scheduled for the same number of hours or fewer. If there is no least senior employee within the division, that employee may replace the least senior Level I or Level II employee within the college at the discretion of management.
 - c. For Level III classifications, the laid off employee shall replace the least senior employee who has the same position description,

provided that the least senior employee is scheduled for the same number of hours or fewer. If there is no least senior employee who has the same position description, that employee may replace the least senior Level I, Level II, or Level III employee within the college at the discretion of management.

3. A bargaining unit employee 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.
4. Seniority will be determined by the provisions of Article XII Employment Conditions.
5. If layoffs occur before a wage and class system is implemented, the laid off employee shall replace the least senior employee in a position for which the laid off employee is qualified.

C. Qualifications

For the purpose of determination as to who meets the qualifications, the employee must possess the qualifications as described in the most recent job posting on file prior to the written notice of layoff. 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 employees will have recall rights equal to one year from the date of layoff. The position which is vacated by a bargaining unit employee will not be filled for this recall period unless it is first offered to the laid-off employee. An employee who declines such an offer to return to his/her former position shall be considered to have resigned from his/her position.
2. Employees 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 LCC's records. It shall be the employee's responsibility to keep LCC notified as to his/her current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least ten (10) working days from receipt of notice to report to work.
4. A bargaining unit employee who has been laid off and is recalled to work to a position within the bargaining unit shall be credited with the continuous service for the purpose of seniority.

5. A laid off employee who accepts a lower classified or lesser-hour position retains his/her recall rights to a position of equal level and hours.

E. Benefits

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. (Please consult the Office of Human Resources for additional information).

Article X. Employee Benefits

A. Health Care

1. Bargaining unit members may purchase the current health care coverage through pretax payroll deduction or direct payments.
2. The benefit for eligible employees who opt to purchase health insurance shall be effective the first of the month following eligibility.
3. 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. The College maintains the right to change insurance carriers and will provide a 30-day notice to employees.
4. All annual open enrollment periods will be so designated by the Office of Human Resources.

B. Jury Duty

A 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 member who, without being summoned, volunteers for jury duty.

C. Admission to Lansing Community College Courses

Employees 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, employees 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 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.

D. 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 employee car 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 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 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 employees of the change and when that change will occur.

Article XI. 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. Employees who are laid off, terminated, or retired will not be paid for any unused time off.
3. Paid time off should be requested in advance, through the immediate supervisor, except in cases of illness or emergencies.

B. PTO Allowance

Effective July 3, 2005, PTO rates will be based on years of service and actual hours worked:

Years of Service	PTO Earned
Less than 3	4% of hours worked
3 to 6	7% of hours worked
More than 6	10% of hours worked

Employees can carry over unused PTO to the next fiscal year, capped at 40, 70, and 150 hours respectively.

C. Union PTO Fund

1. Bargaining unit members may donate up to 10 hours annually of their own PTO to the Union PTO Fund for purposes of providing PTO to employees 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 year.
3. 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 members.

Article XII. 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 employee may be discharged at any time. Probationary employees are at-will employees and are not subject to the just cause provisions of this Agreement.

B. Establishment of Date of Hire

1. An employee'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 XI and XIII) 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 an employee returning to employment after a permanent termination of employment shall start with a new date of hire.

C. Hours of Work

Each employee shall be entitled to a paid fifteen (15) minute rest period for each four (4) consecutive hours worked in a workday.

Each employee shall be entitled to an unpaid, duty-free thirty (30) minute lunch period when assigned to work eight (8) or more consecutive hours in a workday.

Article XIII. Leaves

A. Bereavement

1. When a death occurs in the employee's immediate family, the employee will be excused, upon request, for a maximum of the average hours worked per week. 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, and step-children living in the household.
2. An employee 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 accrual bank.

B. Family Medical Leave Act

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

Article XIV. Protection of Members

A. Just Cause

No bargaining unit member shall be reprimanded, demoted, or discharged without just cause.

B. Due Process

1. The bargaining unit member shall be informed of the specifics of the complaint as soon as the administration determines that the complaint has sufficient merit to warrant further investigation.
2. Bargaining unit members shall be advised that they have the right to have a union representative present during any meeting that may lead to discipline, and the right to postpone any meeting until such representation is available.
3. Prior to invoking formal disciplinary action, an investigation of the events surrounding the complaint will be conducted. During this investigation, both parties will attempt to resolve the matter informally. Following this investigation and if the matter has not been resolved, a hearing will be held to determine if disciplinary action will be taken. If it is decided that disciplinary action 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.
4. 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 record.

Article XV. Compensation

A. Hourly Wage Adjustments

All bargaining unit members will receive a 3.5% pay increase retroactive to July 1, 2004. The College and the Union will work to establish a wage and class system to be implemented as soon as possible. If a wage and class system is not in effect by January 1, 2006, all bargaining unit members will receive a 2.25% increase effective retroactive to July 1, 2005.

B. Hiring Range

New employees hired after June 1 will be eligible to receive a salary adjustment equal to 70% of the negotiated salary increase normally granted in July.

C. Minimum Starting Salary

The minimum starting salary shall be \$9.25.

D. Time and a Half

Any bargaining unit employee 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 hours will be assigned, unless otherwise agreed between the employee and 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 (as defined in 11 below)
8. Christmas Day
9. New Year's Eve Day (as defined in 11 below)
10. New Year's Day
11. Two (2) additional days, 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.

Article XVI. 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 College 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 College 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 College 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 College 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 College, 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 College or the Union under the terms of this Agreement.

Article XVII. Duration

This Agreement shall commence July 1, 2004, and shall continue in full force and effect until midnight June 30, 2006 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, Director of Human Resources, grievant's immediate supervisor and/or departmental chairperson.

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.

- | | |
|--|--|
| <input type="checkbox"/> Regular/Continuing | <input type="checkbox"/> Temporary/Grant-Funded |
| <input type="checkbox"/> PT Bargaining Unit Clerical/Technical | <input type="checkbox"/> 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

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

Lansing Community College and the Lansing Community College Part-Time Clerical Technical Union MEA/NEA hereby agree to continue to work to establish a wage and class system to be implemented as soon as possible. The contractual agreement to implement a 2.25% increase effective retroactive to July 1, 2005 if no wage and class system is in effect by January 1, 2006 will be postponed until March 1, 2006.

Jan Stuart

Jan Stuart for Lansing Community College

Zachariah L. Hansen

Zach Hansen for PTCTU/MEA/NEA

12.23.05

Date

23 December - 2005

Date