AGREEMENT

between the

Board of Trustees

for

Grand Rapids Community College

and the

Grand Rapids Community College

Educational Support Professionals (ESP)

Wages and Benefits

2011 – 2015
# TABLE OF CONTENTS

## ARTICLE 1 RECOGNITION

- Association Recognition
- Definition of Employees
- Positions in Association
- Negotiation with Association

## ARTICLE 2 EMPLOYEE RIGHTS

- Joining the Association
- Use of Board Facilities
- Time off for Scheduled Activities
- Employment Security
- Just Cause

## ARTICLE 3 BOARD RIGHTS

- Legal Responsibilities
- Managerial Rights
- Agreement of No Violation

## ARTICLE 4 Committees

- Negotiation Committee
- Grievance Committee

## ARTICLE 5 Agency Shop

- Dues Payment
- Board Obligation
- Separated Employees
Dues – Failure to Pay ........................................................................................................13

ARTICLE 6 HOURS OF WORK AND OVERTIME ..................................................13

Work Week .......................................................................................................................13

Work Break .........................................................................................................................13

Regular, Overtime, and Compensatory Time ..................................................................14

ARTICLE 7 GRIEVANCE PROCEDURE ..................................................................15

Grievance Definition ........................................................................................................15

Aggrieved Definition .........................................................................................................15

Purpose ..............................................................................................................................15

Employee Rights ...............................................................................................................15

Procedure ...........................................................................................................................15

Informal Discussion ..........................................................................................................15

Level One ..........................................................................................................................16

Level Two .........................................................................................................................16

Level Three .......................................................................................................................16

Time Limitations ................................................................................................................17

ARTICLE 8 LEAVES OF ABSENCE WITHOUT PAY .......................................17

Leaves Under the Family and Medical Leave Act .........................................................17

Unpaid Non-FMLA Leaves: General Provisions .............................................................19

Reinstatement from Unpaid Leave ....................................................................................19

Dependant Child Care Leave ..........................................................................................20

ARTICLE 9 OTHER TIME OFF ALLOWANCES .................................................21

Sick Leave ........................................................................................................................21

Return from Work .............................................................................................................22
Bereavement ........................................................................................................22
Immediate Family Member Definition ............................................................22
Workers’ Compensation ..................................................................................23
Jury Duty/Court Appearance ..........................................................................23
Personal Leave ..................................................................................................23
Conference or Convention Leave .................................................................23

ARTICLE 10 HOLIDAYS ....................................................................................24
Holiday Pay .......................................................................................................24
Working Before and After ................................................................................24
Holidays .............................................................................................................24
Saturday and Sunday Holidays .......................................................................25
Part-Time Employees ........................................................................................25
Variable Holiday .............................................................................................25

ARTICLE 11 VACATIONS ..................................................................................26
52-Week Employees, Full-Time and Part-Time .............................................26
Non 52-week Employees, Full-time and Part-Time .......................................28
Termination .......................................................................................................29

ARTICLE 12 INSURANCE ..................................................................................29
Consortium .......................................................................................................29
Entitlement .........................................................................................................30
Dental/Vision Reimbursement Program .........................................................31
Life Insurance ..................................................................................................34
Long-Term Disability ......................................................................................34
Flexible Spending ............................................................................................35
ARTICLE 13 JOB RELATED INFORMATION .......................................................... 35
   Vacant or New Positions .............................................................................. 35
   Position Security .......................................................................................... 36
   Job Sharing ............................................................................................... 36
   Replacement Training .................................................................................. 37
   Job Description ............................................................................................ 37
   Testing ......................................................................................................... 38
   Probationary Period (New Employees) ........................................................ 38
   Probationary Period (Internal Transfers) ...................................................... 40
   Performance Development Discussion and Learning Plan ......................... 41
   Performance Improvement Plan .................................................................. 41
   Work Quality ............................................................................................... 42
   Termination ............................................................................................... 42
   Layoff and Recall ......................................................................................... 43
   Forced Transfer ........................................................................................... 43
   Job Reclassification Process ....................................................................... 45
   Seniority Termination ................................................................................... 45

ARTICLE 14 WAGES AND OTHER BENEFITS .................................................... 46
   Wages .......................................................................................................... 46
   Step Progression ......................................................................................... 47
   Longevity ..................................................................................................... 47
   Longevity/Computation ................................................................................ 48
   Retirement ................................................................................................... 48
   Tuition Reimbursement .............................................................................. 49
ARTICLE 15 MISCELLANEOUS .................................................................................. 51

Unscheduled Shutdown ............................................................................... 51

Automobile Vandalism and Theft ................................................................. 51

Tuberculosis Test ........................................................................................ 51

Mileage ........................................................................................................ 52

Vacation Donation ....................................................................................... 52

ARTICLE 16 AGREEMENT AND NO STRIKE AGREEMENT ............................... 52

Agreement Terms ........................................................................................ 52

No Strike ...................................................................................................... 53

ARTICLE 17 DURATION ....................................................................................... 54

APPENDIX A GRCC ESP JOB SHARE AGREEMENT ................................ 55

APPENDIX B JCC DISCUSSION ITEMS ..................................................... 57

APPENDIX C HOLIDAY SHUTDOWN ............................................................ 58
“THIS AGREEMENT is made and entered into on the first day of July, 2011 by and between the GRAND RAPIDS COMMUNITY COLLEGE BOARD OF TRUSTEES, hereafter referred to as the "Board", and the GRAND RAPIDS COMMUNITY COLLEGE EDUCATIONAL SUPPORT PROFESSIONALS/MEA/NEA hereafter referred to as the "Association".

ARTICLE 1
RECOGNITION

Section 1 Association Recognized

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the employees as hereafter defined.

Section 2 Definition of Employee

The term "employee," when used in the Agreement, shall refer to all employees employed in positions represented by the Association.

Full-time Employee

A full-time employee is defined as an employee regularly scheduled to work at least 32.5 hours per week.

Part-time Employee

1. A part-time employee is defined as an employee working at least 20 hours but less than 32.5 hours per week.

2. A part-time employee working less than 20 hours per week shall receive prorated vacation days, but is not eligible for other employee benefits.

Temporary Employee

1. A temporary employee is employed in a specific assignment/position in need of temporary fulfillment for no more than 80 business days. The permanent vacancy shall be posted no later than the end of the first 45 business days unless the vacancy being filled is due to reorganization. The college may maintain a temporary employee in a position for as long as needed when the temporary employee is replacing an employee on a leave who has return rights to the position.
2. The Association will be informed prior to the placement of the temporary employee, stating the position being filled and the anticipated number of business days the temporary employee will be needed. A list of temporary office personnel employees shall be provided to the Association monthly. Temporary employees are not covered by this agreement. Work performed by persons not covered by the terms of this agreement shall not be used in lieu of creating or continuing a GRCC ESP permanent position.

Section 3 Positions in Association

A. Employees in the Association shall include any employee whose principal functions, duties, or responsibilities are office procedural such as, secretary, clerk, receptionist, typist, data input operator, and any other regularly paid support professionals including part-time employees.

B. Employees will be notified of all other positions that are posted within the college and have equal opportunity to apply for and be considered for them.

C. No credit toward seniority within the Association shall be given to employees for the time worked in positions that are excluded from the Association. Excluded from the unit are secretaries reporting to the exempt administrative staff. Any other exceptions will be reviewed with the President of the Association.

Section 4 Negotiation with Association

The Board hereby agrees not to negotiate with any employee organization other than the Association with respect to the wages, hours, and other working conditions of the employees in the unit as defined herein for the duration of this Agreement provided that any individual employee may, at any time, present grievances and have them adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

The parties agree to participate in a Joint Conference Committee (JCC) to discuss issues and potential revisions to contract language. The JCC will meet monthly. A list of discussion items is listed in Appendix B of this contract. It is not totally inclusive and topics may be added as necessary.
ARTICLE 2
EMPLOYEE RIGHTS

Section 1  Joining the Association

Each employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and negotiations and other lawful activities for mutual aid and protection. The Board shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of the rights conferred by Act 379 of the Michigan Community College Acts of 1966 and the Constitution of the United States. The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; or participation in any lawful activities of the Association for collective negotiation with the Board; or institution of any grievance under this Agreement with respect to any term or condition of employment.

Section 2  Use of Board Facilities

The members of the Association may use Board of Trustees building facilities at no charge at reasonable times and hours for meetings of the Association when such buildings are available and operations staff are on duty. However, this provision does not apply to use of the McCabe-Marlowe House. The request for building use must be made to the appropriate office. The members of the Association may use Board equipment, but not supplies, so long as such use does not interfere with the operation of the Board. Subject to approval by the Board, the Association shall also be allowed to use the inter-school mail and e-mail services of the College.

Section 3  Time Off for Scheduled Activities

Association members, while representing the Association, shall be allowed time off with pay during regularly scheduled working hours in order to conduct business scheduled by the Board. A total of 140 hours of association leave time will be provided for elected officers and committee members of the association to attend conferences and prepare for negotiations. The College will pay for 80 hours; the balance must be reimbursed by the Association. The Association President shall approve the use of such time and will notify the Human Resources Generalist in writing (subject to the same scheduling provisions as other leaves or vacation times).

Section 4  Employment Security

Any employee who believes that there has been discrimination or harassment against the employee may bring such information to the attention of his/her
Section 5  Just Cause

A. Employees must comply with reasonable rules, regulations, and policies as established by the College as long as such rules are not inconsistent with the provisions of this Agreement. This is not limited to conduct that violates written rules.

B. No non-probationary employee may be disciplined without just and reasonable cause. The term "discipline", as used in this Agreement, includes written reprimands, improvement plans, suspension with or without pay, and termination. All such discipline shall be in writing.

C. The immediate supervisor shall inform the employee, in advance, that disciplinary action is being considered and of any meeting with the supervisor pertaining to such disciplinary action. The employee, when informed in writing of the disciplinary action, shall sign and receive a copy of the document. The signing of this document is not to be construed as an admission of guilt but only an acknowledgment that such action exists. Each employee has the right to have an Association representative present at any meeting with the employee and the administration when disciplinary action is being considered or imposed.

Both the Association and the College pledge mutual cooperation in any investigation.

D. No written complaint will be placed in an employee's personnel file unless the employee has received a copy of the material.

ARTICLE 3
BOARD RIGHTS

Section 1  Legal Responsibilities

The Association recognizes that the Board is legally responsible for the operation of the entire College within the boundaries of its district and that under Michigan Law the Board has the necessary authority to discharge all of its responsibilities. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of college buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members; and the establishment and revision
of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide employee qualifications.

Section 2 Managerial Rights

The Board and the administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law.

Section 3 Agreement of No Violation

The Board and the administrative staff of the Board shall take no action interfering with the rights of this Article, nor shall they adopt any rules or regulations, that would be in violation of any terms of this Agreement.

ARTICLE 4

COMMITTEES

Section 1 Negotiation Committee

The Board recognizes a negotiating committee not to exceed the same number of representatives as defined in the Association By-Laws. A recording secretary shall be decided on by the Negotiating Team. The Association shall furnish the Board a written list of the members of its negotiating committee. The Board shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the Board and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the Board during the work day shall be entitled to release time without loss of salary. Negotiations may, at the discretion of the Board, be conducted on off-duty hours in an amount not to exceed one-half of the total negotiation time. The parties agree to commence negotiations at least ninety (90) calendar days before the expiration of the agreement.

Section 2 Grievance Committee

The President of the Association or designee and the aggrieved employee shall be granted released time with pay as is necessary to initiate and process grievances with the Administration and the Board. Arrangements for time off shall be made with the employee's immediate supervisor.
ARTICLE 5

AGENCY SHOP

All employees who are presently working under this Agreement shall not be required to become members of the Association. The Association provides a negotiating service and maintains the contract. To insure that non-members pay their fair share of the financial support, non-members shall pay a service fee to the Association pursuant to the Association’s “Policy Regarding Objections to Political-Ideological Expenditures” and the Administrative policies adopted pursuant to the policy and shall be required to do so as a condition of employment. The service fee shall not exceed the amount of Association dues collected from Association members.

Section 1  Dues Payment

The College shall deduct a specified monetary amount, certified to the College by the Association from the pay of each employee. The Association shall provide authorizations to the College. Each authorization for deduction shall remain in effect for the length of the employee’s employment with the College unless terminated by the employee with thirty (30) days notice to the College and the Association. The specified monetary amount shall be deducted from the employee’s pay in equal amounts each month, for all full-time and part-time employees. The amount deducted and a list of the employees from whom the wage deductions were made shall be sent to the Treasurer of the Association on each payday. Dues authorization will be given at the time of hire. The Association shall collect all special assessments, initiation fees, and similar member charges without the College having to make such deduction from the employee’s wages. All deductions and payments shall be in a form consistent with the laws of the State of Michigan and this Agreement. In the event an employee who is not an Association member does not remit the service fee directly to the Association or does not authorize payment through payroll deduction, the College shall, at the written request of the Association, deduct the service fee from the member’s wages and remit same to the Association.

Section 2  College Obligation

Payment to the Association of the funds checked off in accordance with this Article shall fully satisfy the obligation of the College.

Section 3  Separated Employees

The College shall make available at the Board meetings via the agenda, or send to the Treasurer of the Association, the names of all the employees who cease to be on payroll, are recalled or rehired, and/or are placed on layoff or leave of absence.
Section 4  Dues - Failure to Pay

A. In the event an employee fails to pay the dues, fees, or assessments established by the Association (as authorized by this agreement) either directly to the Association or through payroll deduction, the employer shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.

B. If the College takes action for failure to comply with the provisions of payment of the fees, and is acting on the request of the Association, the Association shall reimburse the College against any and all claims, suits, demands, or other forms of liability of any kind or nature that shall arise out of the actions taken or attempted to be taken by the College.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1  Work Schedule/52 Week Employees

The normal work week for full-time employees shall be forty (40) hours per week on contiguous days, unless otherwise specified by job description. Should the need arise to change the hours of a position permanently to hours other than originally designated, written approval must be obtained from the Executive Director of Human Resources. The Administration will attempt to meet the individual needs of the person occupying the position. If there is a conflict, the best interest of the College shall prevail, as determined by the Administration.

Section 2  Work Schedule/Non 52 Week Employees

The work year for non-52 week employees may vary. Supervisors of non-52 week employees shall submit a copy of an employee’s work schedule to Human Resources Generalist no later than June 30 for the upcoming fiscal year. Prior to submission of an employee’s work schedule to Human Resources, supervisors shall submit a copy to the employee. Adjustments to this schedule shall be made in writing, by mutual agreement, between the employee and his/her immediate supervisor. Any adjustments must be submitted to the Human Resources Generalist before the schedule adjustments are implemented. This does not include emergency cancellations.

Section 3  Work Break

Employees shall be accorded two (2) fifteen (15) minute breaks during the eight (8) hour workday and an unpaid lunch period. The time for such breaks shall be near the mid-point of each half of the shift. Work during lunch periods must be approved in advance by the employee's supervisor.
Section 4  Regular, Overtime, and Compensatory Time

An employee shall be paid straight time up to forty (40) hours per week. No overtime shall be worked unless authorized by the employee’s immediate supervisor. When an employee is requested by his/her immediate supervisor and agrees to work overtime, the method of payment must be chosen (either item 1 or 2 below) and agreed to by the employee and supervisor prior to working the additional hours.

1. Overtime shall be paid at the rate of time and one-half (1 ½) for all hours worked over forty (40) hours per week.

2. In lieu of payment of overtime, compensatory time shall be accumulated at the rate of time and one-half (1 ½) for all hours worked over forty (40) hours per week.
   a. Compensatory time may accrue for employees working less than forty (40) hours per week at a straight time rate up to forty (40) hours per week.
   b. Compensatory time log sheets must be submitted each pay cycle along with the bi-weekly timesheet.
   c. Compensatory time may be accrued only to the extent allowed by law.
   d. Compensatory time shall be utilized or converted to pay prior to transferring or changing positions or termination.
   e. Any compensatory time over forty (40) hours (27 worked hours of overtime) will be paid in the last paycheck of the fiscal year.

3. Hours worked on Saturdays and Sundays shall be paid at the rate of one and one-half (1-½) times the hourly rate if those hours exceed forty (40) hours worked that week.

4. Hours worked on designated legal holidays shall be paid at the rate of two (2) times the hourly rate plus regular holiday pay for all hours worked.
ARTICLE 7

GRIEVANCE PROCEDURE

Section 1 Grievance Definition

A grievance shall be an alleged violation or improper application of any term of this Agreement.

Section 2 Aggrieved and Association Grievance Definitions

The aggrieved is the person or persons making the claim or the Association when the Association's rights have been allegedly violated.

An Association Grievance is a claim by the Association that there has been a violation of any terms of this agreement affecting more than one union member.

Section 3 Purpose

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 may be appropriate at any level of the procedure.

Section 4 Employee Rights

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

Section 5 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may be extended by mutual agreement.

Section 6 Informal Discussion

The Association and/or employee who has a concern, or who believes that a grievable event has occurred, is encouraged to notify his/her supervisor of the concern within five (5) business days of when he/she knew, or should have known, of the event occurring. The employee and supervisor have ten (10)
business days to work toward resolving the issue before submitting a formal grievance.

Section 7  Level One

A. If the issue is not resolved by informal discussion as outlined in Section 6, an employee or the Association shall file a grievance, in writing, on the forms provided, with the employee’s supervisor and Labor Relations no later than twenty-five (25) business days from the time they knew, or should have known, of the event. If the grievance is an Association Grievance, it may be initiated at Level 2.

B. Within ten (10) business days of the filing date, the supervisor shall meet with the aggrieved employee and/or the Association representative in an effort to resolve the grievance. A written answer shall be given within five (5) business days after such a meeting. Copies of the answer shall be given to the Association and the Labor Relations Office.

Section 8  Level Two

A. If the aggrieved is not satisfied with the disposition of the grievance at Level One, it shall, within five (5) business days thereafter, be transmitted to Labor Relations. At this level, the grievance must be co-signed by the aggrieved employee and/or the Association.

B. Within seven (7) business days of receipt of such grievance, Labor Relations will meet with the Association to discuss the issues. The aggrieved employee is not required to be present unless at the request of either Labor Relations or the Association. A written answer shall be given within seven (7) business days after such meeting.

Section 9  Level Three

A. If the decision of Labor Relations is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) business days after the receipt of Labor Relations’ decision. An impartial arbitrator shall be promptly selected by the parties. In the event the parties cannot agree, an arbitrator shall be selected from a panel of five (5) qualified persons submitted by the Michigan Employment Relations Commission. Selection shall then be made by each party, eliminating one name until one name remains.

B. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and she/he shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator will be final and binding on both parties.
C. Each party shall pay its own expenses. The cost of the arbitrator will be shared equally by the College and the Association.

Section 10 Time Limitations

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement. In the event a decision is not rendered within the time limit provided, the aggrieved employee and/or the Association may submit the grievance to the next level.

ARTICLE 8

LEAVES OF ABSENCE WITHOUT PAY

Section 1 Leaves under the Family and Medical Leave Act

A. Eligibility: Requests for leaves of absence under the Family and Medical Leave Act (hereinafter FMLA) shall comply with the law.

1. Employees who have completed 12 months of service and who have worked a minimum of 1250 hours are eligible for a FMLA leave.

2. The employer shall grant unpaid FMLA leaves of up to twelve (12) weeks only for those eligible employees for the following reasons:
   a. The serious health condition of the employee.
   b. The serious health condition of the employee’s spouse, parent, or child.
   c. The birth of a child
   d. The placement of a child for adoption or foster care.

B. Use of Paid Leave Benefits: When the employee's FMLA leave is for the employee's serious health condition or illness, available sick leave days must be used before any vacation is used. When the employee's leave is for other reasons, (family illness, adoption) the following accrued time may be used as follows:

1. An employee may use sick leave per Article 9, Section A 5.
2. An employee may use compensatory time.
3. An employee may use vacation time.
In the event the employee wishes to use compensatory time or vacation time, it is the employee’s responsibility to notify her/his supervisor.

C. Calculation of Leave Period: In determining the twelve (12) months in which FMLA leave may be taken, a rolling twelve (12) month period will be used, measured backward from the last leave date.

D. Notice: Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for leave.

E. Certification Requirements: Employees must meet certification requirements under FMLA. The College may seek review of FMLA requests pursuant to employer rights under FMLA.

F. Definition of “Child”: For the purpose of the FMLA, “child” includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of a physical or mental disability; or a biological, adopted, or foster child.

G. Return from FMLA: Upon return from FMLA within the 12-week period, the employee shall be reinstated to the position held immediately before the leave began or to an equivalent position.

H. Absences beyond 12 Weeks for Personal Illness or Injury: If an employee remains disabled beyond the 12-week FMLA period, an extended medical leave will be granted if medical certification of the disability is provided to the Human Resources Generalist.

1. After twelve (12) weeks and up to eighteen (18) months, (calculated from the start of the FMLA qualifying absence) and in the event the position the employee held immediately before the leave began is no longer available, an employee will be returned to a position that becomes available if the employee is determined to be qualified for the vacancy. (The College is not obligated to hold the employee’s former position beyond 12 weeks.)

2. After eighteen (18) months, if an employee has not been placed in a vacant position, the employee shall be considered an external applicant.

I. Continuation of Benefits: Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who does not return at the end of the FMLA, or extended paid medical leave, will be required to reimburse the Board for the medical, dental, and vision expenses/premiums incurred as specified by law.
J. Accrual of Benefits: Seniority, vacation, and longevity shall continue to accrue during FMLA leave.

K. Intermittent Leave: The employee shall have the right to take the leave on a reduced or intermittent schedule as necessary, based on a physician’s written statement.

Section 2 Unpaid Non-FMLA Leaves: General Provisions

A. Eligibility: At the discretion of the College, full-time employees with at least twelve (12) consecutive months of employment and part-time employees with over eighteen (18) months of consecutive employment may be granted leaves of absence without pay.

B. Approval: Leaves will be granted providing the employee has demonstrated satisfactory performance in the prior year. The Executive Director of Human Resources will notify the employee in writing of the approval or disapproval of the leave.

C. Reinstatement Rights: Employees requesting a leave shall be granted reinstatement subject to the provisions of Section 3, Reinstatement.

D. Requesting Leave: Requests for leave without pay shall be in writing, signed by the employee and their immediate supervisor, and shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing by the Executive Director of Human Resources.

E. Accrual of Benefits: No benefits, including seniority, vacation, and longevity, shall accrue during unpaid non-FMLA leaves.

F. Continuation of Benefits: The employer paid medical, dental, and vision benefits shall cease during unpaid, non-FMLA leaves. Continuation of benefits will be offered to the employee through COBRA.

Section 3 Reinstatement from Unpaid Leave

A. Reinstatement Rights: Reinstatement rights will be based on the total length of all absences combined. (i.e. Length of leave will be calculated from the first date the employee was absent on leave, regardless of pay status. FMLA leave time is included in this calculation.)

B. Return From Non-Medical Unpaid Leave: Eligible employees returning from any type of unpaid leave, other than an unpaid personal medical leave of absence as set forth in Section 2, shall be reinstated according to the following guidelines:
a. Six (6) weeks or less, the employee shall be reinstated to his/her former position.

b. After six (6) weeks and up to twelve (12) months, if the position the employee held immediately before the leave began is no longer available, the employee will be returned to a position that is available if the employee is determined to be qualified for the vacancy.

c. If the employee has applied for a vacancy after the expiration of the leave, but within the twelve (12) months of the start of the leave, the employee will be reinstated in the event the employee is determined to be qualified for the position.

d. After twelve (12) months, if the employee has not applied for or been placed in a vacant position, the employee shall cease to be an employee of GRCC and shall have no reinstatement.

Section 4 Dependent Child Care Leave

A. Eligibility: Full-time employees with at least twelve (12) consecutive months of employment and part-time employees with at least eighteen (18) consecutive months of employment may request, in writing, a leave of absence without pay for the purpose of dependent childcare. This leave shall run concurrently with qualifying FMLA leave. Such leave may be granted for a period up to six (6) months. Child care leaves must be authorized by the immediate supervisor and shall state the reasons for such leave, including medical documentation of any illness or injury that is cause for such leave.

B. Approval: Leaves shall be granted providing the employee has demonstrated satisfactory performance in the prior year. The Executive Director of Human Resources will notify the employee in writing of the approval or disapproval of the leave.

C. Reinstatement Rights: Reinstatement rights following an unpaid dependent childcare leave will follow Section 3 of this Article. (Note: Dependent child is defined according to the IRS guidelines.)
ARTICLE 9

OTHER TIME OFF ALLOWANCES

Section 1  Sick Leave

A.  Sick leave will be paid as follows:

1.  Employees will be granted one sick day per month of employment, credited in advance each fiscal year. Each employee working fifty-two (52) weeks will be awarded twelve (12) days. Each employee working less than fifty-two (52) weeks shall be entitled to a prorated allowance of one day per month of employment for each fiscal year.

2.  Newly hired employees will be credited with sick days in advance, one day for each month of scheduled employment through the end of the current fiscal year.

3.  Unused sick time accumulates without limitation.

4.  In the event an employee separates from the College and has overdrawn on the advanced paid sick leave days, the overdrawn amount shall be deducted from the employee's final pay.

5.  Accumulated sick time may be used for the following reasons:

   a.  Absence from work because of disability caused by personal injury or illness or on orders of a physician.

   b.  Normal dental and medical appointments that cannot be scheduled after working hours.

   c.  Illness or injury of an immediate family member (as defined in Article 9, Section 3) not to exceed five (5) days per illness. If employee qualifies for FMLA to care for child/spouse/parent, the employee may use up to twelve (12) weeks accumulated sick time.

      Additional time may be approved at the discretion of the immediate Supervisor or designee.

   d.  To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and three (3) working days for immediate family (as defined in Article 9, Section 3).

6.  Employees must notify their immediate supervisor of their intended absence before their scheduled starting time.
7. Employees on unpaid leave shall retain all previously accumulated sick leaves but shall not accrue sick leave while on leave.

8. Upon termination from the College, all accumulated sick leave will be lost.

B. Return to Work

1. Employees may be required to give their immediate supervisor documentation of the reasons for such absences when reporting to work on the first day following an absence or three (3) or more consecutive work days. Failure to comply with this provision may result in the withholding of pay for such leave days.

2. The employee will be advised before returning to work of the following verification requirements. Employees absent because of disability caused by personal illness or injury on or off the job may be required to provide verification of the disability and may be required by the Executive Director of Human Resources or designee to report for examination to a health care provider of the College's choice. Should the opinion of the College's health care provider disagree with the opinion of the employee's provider, a third opinion may be sought at the College's expense.

Section 2 Bereavement

A. In the event of the death of an immediate family member, as defined in Article 9, Section 3, an employee will be granted paid leave, not chargeable to accumulated sick time not to exceed five (5) workdays if the deceased lived in the state of Michigan, or seven (7) workdays if the deceased lived outside the state of Michigan.

B. Bereavement time for the death of friends or other relatives shall not exceed 24 work hours per fiscal year for full-time employees. Part-time employees shall receive prorated bereavement time.

C. Employees must notify their immediate supervisor of their intended absence before their scheduled starting time, stating his/her relationship to the deceased.

Section 3 Immediate Family Member Definition

Immediate family member is defined as a spouse, child, father, mother, brother, sister, step of the above; father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law; grandparent, grandchild and spouse's grandparent; aunt, uncle; foster child, or children assigned by the Court; and other members of the immediate household.
Section 4 Workers’ Compensation

Whenever an employee receives workers' compensation benefits, the employee has the option to be paid the difference between workers' compensation benefits and the employee's regular salary or wage by the Board provided the employee is eligible for sick leave. Such difference shall be deducted from the employee’s accumulated sick time, at the employee's request. During the first nine (9) months an employee is on workers' compensation there shall be no interruption in health and life insurance benefits. After nine (9) months, if the employee is still disabled he/she may, at the employee’s cost, continue insurance benefits and reimbursement programs according to the federal COBRA laws. If the employee chooses not to continue insurance, benefits shall terminate, except the accruing of seniority.

Section 5 Jury Duty/Court Appearance

In the event an employee is summoned for jury duty or is under process of any court for the purpose of being a witness in a legal case, a special leave of absence with pay shall be granted for that purpose provided such employee shows to the immediate supervisor the court order or subpoena upon receipt thereof. The employee shall be expected to be at work during the regular working hours when not required to be absent because of the court proceedings.

While assigned to jury duty, the employee shall receive his/her normal rate of pay. Payment received from the court for jury duty services (excluding expenses for mileage, parking and/or meals with proper receipts) shall be remitted to Grand Rapids Community College. Reimbursements are to be forwarded to the Human Resources Office.

Section 6 Personal Leave

Each full-time employee is entitled to 24 hours of personal leave each fiscal year (non-accumulative). Each part-time employee, scheduled to work at least 20 hours per week, is entitled to 12 hours of personal leave each fiscal year (non-accumulative). Only new employees removed from probation will be eligible for leave. New employees shall be credited with prorated personal leave. These days will be granted in the same manner as vacation days. No restrictions apply.

Section 7 Conference or Convention Leave

The Executive Director of Human Resources, or designee, may authorize an employee to attend conferences or conventions with pay. Such request for leave shall be in writing and submitted to the Executive Director of Human Resources, or designee, at least ten (10) business days prior to the leave date requested.
Expenses for attending a conference or convention shall not be paid by the Board unless authorized in advance by the Executive Director of Human Resources. The conference or convention may be paid by the Departmental budget if part of the employee’s Performance Development Discussion and Learning Plan.

Should the conference be part of the employee’s Performance Development Discussion and Learning Plan, the supervisor shall allow the employee to attend on College time.

ARTICLE 10

HOLIDAYS

Section 1  Holiday Pay

Each full-time employee shall be paid for one (1) day's pay according to hours and days normally scheduled to work. Part-time employees shall be entitled to a prorated share of holiday pay based upon the number of hours and days normally scheduled to work.

Section 2  Working Before and After

In order to receive pay for a holiday, an employee shall work the employee’s last scheduled work day before and the employee’s first scheduled workday after such holiday. This section shall not apply when there is proven illness or injury or when a holiday falls within an employee’s approved time off.

Section 3  Holidays

52-Week Employees

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Half day before New Year’s *</td>
<td>12/30/2011</td>
<td>12/31/2012</td>
<td>12/31/2013</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>New Years Day/Day After</td>
<td>1/2/2012</td>
<td>1/1/2013</td>
<td>1/1/2014</td>
<td>1/1/2015</td>
</tr>
<tr>
<td>Spring Holiday</td>
<td>4/6/2012</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
NON 52-Week Employees Holidays

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas</td>
<td>12/26/2011</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Years Celebrated</td>
<td>1/2/2012</td>
<td>1/1/2013</td>
<td>1/1/2014</td>
<td>1/1/2015</td>
</tr>
<tr>
<td>Spring Holiday</td>
<td>4/6/2012</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Non 52-week employees will receive holiday pay for the actual holiday as stated above.

If the college closes in observance of Martin Luther King Day, GRCC ESP will be entitled to that day off as a holiday.

Section 4 Saturday and Sunday Holidays

If a holiday falls on Sunday, the employee shall have Monday off with pay, providing the College is not in session on Monday. If it is in session, Sunday shall be the holiday and each eligible employee shall receive one (1) day's pay for the Sunday holiday in addition to pay earned for the time the employee worked during the holiday week.

If a holiday falls on Saturday, the employee shall have Friday off with pay, providing the College is not in session on Friday. If it is in session, Saturday shall be the holiday and each eligible employee shall receive one (1) day's pay for the Saturday holiday in addition to pay earned for the time the employee worked during the holiday week.

Section 5 Part-time Employees

On holidays, part-time employees will be paid for the scheduled hours they would have otherwise worked on that day.

Section 6 Variable Holiday

The variable holiday will be used for the Holiday shut down. Shut down schedules are listed in Appendix C.
ARTICLE 11

VACATIONS

Section 1  52-Week Employees, Full-time and Part-time

A.  Earning Vacation

1. Vacations shall be earned and computed on a fiscal-year basis.

2. For their first year of employment, employees will be given a full year credit if they were hired on or before December 31st. The employee will be credited with five (5) days of vacation after six (6) months of continuous service. The remaining six (6) days will be credited at the beginning of the next fiscal year.

3. Each employee hired after January 1st shall earn one (1) day for each five (5) weeks, or major part thereof, continuous service.

4. Employees working less than eight (8) hours per day or less than 40 hours per week, shall be entitled to the prorated vacation allowance, that is granted under (F) below.

B.  Use of Vacation

1. Each employee has the responsibility of arranging vacation time with his/her immediate supervisor.

2. Vacation time shall be used by December 31 of the fiscal year following the fiscal year in which it was awarded.

3. Accumulated vacation time is to be used by the date specified. Any employee who is prevented from using the vacation time due to execution of work assignments may have up to ten (10) days automatically extended to the end of the next calendar year (December 31). In the event an employee wishes to have the ten (10) days transferred to his/her sick leave bank, he/she must notify the Director of Payroll in writing by December 31. The decision of the Director or designee shall be final.

C.  Scheduling

An employee shall arrange for vacation with the immediate supervisor prior to the first day of vacation. If there is more than one (1) employee desiring to take a vacation at a particular time, preference shall be given according to seniority within the Association.
D. Pay

Vacation pay shall be paid in the same manner as regular pay. Prorated vacation for part-time employees shall be based on an 80 hour bi-weekly pay period.

E. Entitlement - Full-time 52 Weeks

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year, but more then 6 months</td>
<td>Five days after six (6) months of continuous service. The remaining six (6) days will be credited at the beginning of the next fiscal year.</td>
</tr>
<tr>
<td>1 year through completion of 5th year</td>
<td>11 days</td>
</tr>
<tr>
<td>6th year through completion of 10th year</td>
<td>16 days</td>
</tr>
<tr>
<td>11th year through completion of 15th year</td>
<td>23 days</td>
</tr>
<tr>
<td>16th year through completion of 20th year</td>
<td>25 days</td>
</tr>
<tr>
<td>21 or more years of service</td>
<td>26 days</td>
</tr>
</tbody>
</table>

F. Entitlement - Part-time 52 Weeks

The number of vacation days shall be granted in days equal to the employee’s work schedule.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year, but more then 6 months</td>
<td>Five days after six (5) months of continuous service. The remaining six (5) days will be credited at the beginning of the next fiscal year</td>
</tr>
<tr>
<td>1 year through completion of 5th year</td>
<td>10 days</td>
</tr>
<tr>
<td>6th year through completion of 10th year</td>
<td>15 days</td>
</tr>
<tr>
<td>11th year through completion of 15th year</td>
<td>22 days</td>
</tr>
<tr>
<td>16th year through completion of 20th year</td>
<td>24 days</td>
</tr>
<tr>
<td>21 or more years of service</td>
<td>25 days</td>
</tr>
</tbody>
</table>
Section 2  Non 52-Week Employees, Full-time and Part-time

A. Earning Vacation

Vacations for non 52-week employees shall be earned and computed on a fiscal year basis.

B. Payment

1. Vacation for non 52-week employees may, with the Administration's approval, be taken as follows: six (6) days may be taken during the academic year but not consecutively, with the exception of spring and winter break.

2. The remaining days shall not be taken but shall be paid no later than the last pay date in July following the completion of the academic year assignment. Vacation pay shall be paid in the same manner as regular pay.

C. Transfer of Vacation

Non 52-week employees transferring to a 52-week position shall have their earned vacation placed into her/his vacation bank.

D. Entitlement - Full-time-Non 52 Weeks

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>One (1) day for each five (5) weeks of continuous employment not to exceed six (6) days. The first year entitlement is to be used after July 1.</td>
</tr>
<tr>
<td>1 year through completion of 5th year</td>
<td>8 days</td>
</tr>
<tr>
<td>6th year through completion of 10th year</td>
<td>13 days</td>
</tr>
<tr>
<td>11th year through completion of 15th year</td>
<td>19 days</td>
</tr>
<tr>
<td>16th year through completion of 20th year</td>
<td>21 days</td>
</tr>
<tr>
<td>21 or more years of service</td>
<td>23 days</td>
</tr>
</tbody>
</table>

E. Entitlement - Part-time-Non 52 Weeks

The number of vacation days shall be granted in days equal to the prorated amount of hours worked.
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>One (1) day for each five (5) weeks of continuous</td>
</tr>
<tr>
<td></td>
<td>employment not to exceed six (5) days. The first</td>
</tr>
<tr>
<td></td>
<td>year entitlement is to be used after July 1.</td>
</tr>
<tr>
<td>1 year through completion of 5th year</td>
<td>7 days</td>
</tr>
<tr>
<td>6th year through completion of 10th year</td>
<td>12 days</td>
</tr>
<tr>
<td>11th year through completion of 15th year</td>
<td>18 days</td>
</tr>
<tr>
<td>16th year through completion of 20th year</td>
<td>20 days</td>
</tr>
<tr>
<td>21 or more years of service</td>
<td>22 days</td>
</tr>
</tbody>
</table>

F. Status Changes

If an employee changes from full-time to part-time or part-time to full-time during the fiscal year, their vacation hours are prorated for that fiscal year.

Section 3 Termination

Upon termination of employment, an employee shall be paid for any unused earned vacation.

ARTICLE 12

INSURANCE

Section 1 Consortium

A. The parties agree that the College will establish a continuing Employee Benefit Review Consortium. The Consortium shall consist of representatives of the organized bargaining units at the College and representatives of the Meet and Confer employees. Each College bargaining unit shall appoint representatives, as they deem appropriate.

B. The Consortium shall meet at least quarterly. The charge of the Consortium is to review insurance benefit plans and costs, and to recommend possible changes to the respective bargaining units. All of the representatives of organized bargaining units of the Consortium must reach agreement prior to any proposed changes being submitted to the respective bargaining units. If any change in health insurance carriers or coverage is proposed by the organized bargaining units of the Consortium,
the changes shall be subject to the approval of each individual organized bargaining unit.

Section 2 Entitlement

The College shall offer each full-time employee (32.5 hours per week) Hospital/Medical Insurance.

A. MESSA Choices II insurance. This also includes $10/$20 prescription drug coverage and no deductible.

B. Priority Health HMO

1. MESSA Plan restrictions prohibit employee groups from offering alternate plans to members
2. All employees covered by Priority Health HMO as of July 1, 2011 may continue their Priority Health coverage.
3. New employees will be offered MESSA Choices II as their insurance provider.

C. If an employee is not in need of such benefits, the College shall pay up to $150.00 per month toward an option program currently consisting of the following:

1. Employees may arrange to use all or part of the cash toward a tax-deferred annuity
2. Short-term Disability
2. Long-term Disability
3. Term Life Insurance
5. Cash
6. Any combination of the above

D. For both MESSA Choices II and Priority Health HMO, employees will pay 13.38% of the Premium for their selected plan until December 31, 2011. Employees shall pay 20% of their premium for their selected plan between January 1, 2012 and June 30, 2015.

E. Part-time employees will pay a prorated amount of the premium based on the number of hours worked, as is currently practiced.
F. Employees shall pay this premium cost through pre-tax payroll deductions.

G. Each employee may select additional coverage as authorized pursuant to the Insurance carrier’s rules and regulations, paid by the employee via payroll deduction.

H. Each employee must select her/his hospital/medical coverage based on coordination (need and family status) of benefits. The benefits are listed below:

1. Employee with family (spouse, children, step-children, foster children and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on the type of policy selected.

2. Employee and spouse

3. Employee only

4. Option plan (Article 12, Section 2C)

I. Each part-time employee working at least 20 hours per week is entitled to the benefits described above prorated to the amount of time worked as follows:

   20 - 27 Hours = 50% of premium

   27 1/2 - 32 Hours = 75% of premium

   32 1/2 Hours + = 80% of premium

J. Each part-time employee (at least 20 hours but less than 32.5 hours per week or 65 hours per pay period) may obtain the same hospital/medical insurance as a full-time employee by paying, via payroll deduction, that portion of the premium not paid by the College.

K. Each employee must complete an election and enrollment form within thirty (30) days from the date of hire to be eligible for insurance coverage or during the open enrollment period. Any changes, i.e., returning from leave of absence, marital status, children, etc. must be reported to the Payroll/Benefits Office within thirty (30) days.

Section 3 Dental/Vision Reimbursement Program

A. Eligibility and Protection
1. The College shall provide reimbursement to each full-time employee through an outside vendor.

2. For Dental and Vision care provided each fiscal year, the College shall reimburse the employee 90% of the actual charge, which the employee has paid. The College is the secondary provider. All claims should be filed with the primary provider before reimbursement from the College.

Dental and Vision reimbursement combined amount not to exceed the following amounts per fiscal year (July 1 to June 30) per family:

- $2,400.00 for 2011-2012
- $2,500.00 for 2012-2015

3. Reimbursement shall be for the employee and family as defined in Article 12, Section 2 H. 1- for the following dental/vision care protection.

**B. Services and Materials Covered:**

<table>
<thead>
<tr>
<th>DENTAL</th>
<th>VISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scaling and Polishing</td>
<td>Vision examination by Optometrist or Ophthalmologist</td>
</tr>
<tr>
<td>Fillings</td>
<td>Corrective lenses by prescription: Regular or Contact</td>
</tr>
<tr>
<td>Fluoride Treatment</td>
<td>Frames</td>
</tr>
<tr>
<td>Extractions</td>
<td>Lasik Surgery</td>
</tr>
<tr>
<td>Diagnostic X-Rays</td>
<td></td>
</tr>
<tr>
<td>Root Canals</td>
<td></td>
</tr>
<tr>
<td>Crowns</td>
<td></td>
</tr>
<tr>
<td>Oral Surgery</td>
<td></td>
</tr>
<tr>
<td>Bridges, Dentures and Partials</td>
<td></td>
</tr>
<tr>
<td>Anesthetics</td>
<td></td>
</tr>
<tr>
<td>Orthodontics</td>
<td></td>
</tr>
<tr>
<td>Oral Maxillofacial Surgery</td>
<td></td>
</tr>
<tr>
<td>Periodontics</td>
<td></td>
</tr>
<tr>
<td>Endodontics</td>
<td></td>
</tr>
</tbody>
</table>
C. Services and Materials Not Covered:

<table>
<thead>
<tr>
<th>DENTAL</th>
<th>VISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any service or supply not furnished by a licensed dentist</td>
<td>Cosmetic purposes</td>
</tr>
<tr>
<td>Any service or supply not reasonably necessary for the dental care of the eligible individual</td>
<td>Non-corrective lenses</td>
</tr>
<tr>
<td>Cosmetic purposes</td>
<td>Vision therapy</td>
</tr>
<tr>
<td>Any care provided or reimbursed by other sources</td>
<td>Medical and surgical treatment of the eyes (with the exception of Lasik Surgery)</td>
</tr>
<tr>
<td>Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature by a person of similar training and experience)</td>
<td>The cost of any service and/or material or of any combination thereof over the reimbursement amount.</td>
</tr>
</tbody>
</table>

D. Reimbursement Procedure

1. At the time of employment an enrollment card must be filled out and submitted to the Payroll/Benefits Office. (Note: Payments shall not be processed until these forms are on file in the Payroll/ Benefits Office.)

2. The employee must pay the full cost for care protection and submit the following to the reimbursing agent as contracted by the Board:

   a. The original bill or invoice (the bill or invoice must be itemized);

   b. Evidence of payment i.e., copy of canceled check, receipt or other document acceptable to the Board;

   c. A completed "Dental or Vision Reimbursement Claim Form".
Section 4  Life Insurance

A. Each full-time (32.5 hours per week) employee shall be entitled to a $30,000.00 College-paid life insurance with Accidental Death & Dismemberment.

B. Those employees covered by this contract working at least twenty (20) but less than thirty-two and one half (32.5) hours per week are entitled to a $12,000 College-paid life insurance with Accidental Death and Dismemberment.

C. Each employee who retires or becomes disabled, as certified by a physician, and has at least ten (10) years of employment with the College shall have the life insurance stated in A. or B. above continue for one (1) calendar year from the date the employee retires or becomes disabled.

D. The life insurance benefit will be paid only on the employee’s primary position.

Section 5  Long-Term Disability

The College will provide long-term disability benefits for full-time employees as follows:

A. Waiting period: Employees are eligible after two years of full-time active employment with the College and must have exhausted all accumulated sick leave.

B. Elimination period: The elimination period is ninety (90) calendar days except for those employees employed over two years at the Grand Rapids Community College and who meet the vesting requirements of the Office of Retirement Services, ten (10) years, shall qualify for benefits after sixty (60) calendar days.

C. Amount of benefit: The amount of the benefit shall be 50% of monthly earnings of the primary position offset by social security, worker’s compensation, disability, pension income, other insurance plans and other sources of earned income. For those employees meeting the vesting requirements of the Office of Retirement Services of ten (10) years, the amount of the benefit shall be 66 2/3 percent of the primary position with the same offsets. The maximum monthly benefit is $4,000.00.

D. Period of payment: The benefit will be paid until age 65 or the applicable eligibility age for social security benefits if later.

E. Pre-existing conditions: A pre-existing condition is not covered unless the employee has performed the material duties of his or her regular job.
occupation on a full-time basis for five (5) consecutive days following completion of the waiting period. A pre-existing condition is defined to mean a condition for which the employee received medical treatment, consultation, care or services including diagnostic measures or took prescribed drugs or medicines in the thirty (30) calendar days just prior to the effective date of coverage.

F. Any employee on long-term disability will continue to have his/her health insurance provided by the College, at no cost to the employee, for up to one (1) year of disability.

Section 6 Flexible Spending Account

A. All employees will have the opportunity to contribute to a flexible spending account, established by the College, to cover medical expenses not covered by health care provider. This also includes uncompensated costs for vision and dental services.

B. As of January 1 of each year, the employee may elect to contribute up to $2,000 pre-tax through payroll deduction. This will be done during open enrollment as defined by the College.

C. All employees shall also have the opportunity to contribute to this account for dependant care. Contributions to the account, up to $5,000 pre-tax, will be made through payroll deduction for this purpose.

D. Guidelines for reimbursement from this account will be in accordance with IRS rules and laws governing flexible spending accounts. Reimbursement will be made through a vendor selected by the Board.

ARTICLE 13

JOB RELATED INFORMATION

Section 1 Vacant or New Positions

A. The College shall notify the employees by bulletin of all newly created and vacant positions that fall within the classification of employees covered by this Agreement as defined in Article I, Section 2. Within five (5) business days after notice is given, employees may notify the Human Resources Office that they are interested in a position. Such notice shall be submitted in the form of a resume and cover letter, or as otherwise designated by the Human Resources Office.

B. Qualifications for any position shall be determined by Human Resources according to special skills, knowledge, and demonstrated performance.
Tools to evaluate special skills and knowledge shall include one or more of the following: similarity of position responsibilities to employee’s previous responsibilities, the ability to establish professional rapport with her/his immediate supervisor, test scores, in-basket activities, and relevant certifications and degrees. Tools to evaluate demonstrated performance include a combination of the most recent evaluation, letters of reference, commendations, the employee’s self-assessment of strengths and growth opportunities, and any other information contained in the employee’s personnel file and that the employee wishes to have considered. If an employee applies for a posted position and is determined to be qualified, he/she shall be offered the position. If more than one internal applicant meets the qualifications, the most senior applicant who meets the qualifications shall be selected. Any ESP member, who has applied for a position and has not been selected, may request specific reason(s) within seven (7) working days of the decision. If the employee does not receive, or agree with this decision, refer to Article 7, Section 6.

C. If an employee applies for and accepts a lower level position, that employee will be placed at his/her current step on the applicable wage scale. (Example: Employee moves from level A, step 2 to level C, step 2)

Section 2 Position Security

In the event that it is deemed necessary by the College for a position within the Association to be eliminated or upgraded, the Executive Director of Human Resources shall meet with the President of the Association to present rationale. The President of the Association shall discuss such rationale with the Executive Board and present an opinion to the Executive Director of Human Resources.

Section 3 Job Sharing

A. When an employee (incumbent) requests to have his/her position considered for a Job Share Agreement, the employee will approach their supervisor for verbal approval. The employee will then present a plan for how the efficiency, effectiveness, and integrity of the work will be maintained by having two employees performing the work. A proposed schedule of hours must be included. All Job Share Agreements are subject to the approval of the immediate supervisor and the Executive Director of Human Resources and Labor Relations. Upon approval, the vacant job share half of the position will be posted and filled as per Article 13, Section 1, Vacant or New Positions.

B. Job sharing employees will both assume the classification of the position.

C. In the event one employee of the job share chooses to separate from the job share agreement, the remaining employee may request the
continuance of the position as job share from the supervisor. Such remaining employee becomes the primary employee.

D. Both employees must sign an agreement to accept full-time employment if the job sharing situation is no longer workable or adversely effects service levels.

E. In the event that a job sharing situation is deemed unworkable by the immediate supervisor due to reduced or adversely affected service levels, the employee who originally held the position when the job sharing began, will be offered the position full-time. The other job-sharing employee shall be placed at the top of the layoff/recall list if there are no other positions available for which he/she is eligible. If, however, the original employee does not accept the full-time position, it will be offered to the other job-sharing employee. If both employees decline the offer of the position, it will be posted as a full-time position per Article 13, Section 1.

F. Employee performance issues must be dealt with as with any other position.

G. A leave of Absence without pay shall not be available to one (1) employee unless: (a) the other employee agrees to assume the position full-time or (b) an acceptable alternative is available, or (c) the employee is disabled.

H. Both employees agree to participate fully in required functions of the position such as evening work or other duties assigned by the supervisor.

I. Both employees will be allowed insurance coverage pursuant to Article 13, Section 1C.

J. Both employees and the supervisor will sign a Job Share Agreement form (Appendix A).

Section 4 Replacement Training

Any employee transferring to a new position may be asked by the Administration to train her/his replacement for a period not to exceed five (5) days after the appointment has been finalized.

Section 5 Position Description

All ESP positions shall have a written description that shall be reviewed and updated annually with a copy to the Association and Human Resources Generalist. The immediate supervisor will provide a copy of the job description to each new employee when assigned to the position in order to facilitate the performance of duties.
Section 6  Testing

The parties recognize that skill testing of job applicants is an effective tool in evaluating, fairly and objectively, whether or not applicants meet minimum skill requirements.

A. Establishing Testing Components: Required skill tests for each level (A, B, C, and D) ESP positions will be determined by Administration and reviewed and agreed upon by the ESP reclassification committee. Required tests will be consistent for each position at each designated level.

B. Job Positions: All testing requirements and required scores will be posted on both internal and external job postings. Positions will state if an interview will include in-basket activities specific to the posted position. In-basket standards for success will be established prior to posting the position. Successful candidates must obtain seventy (70%) percent or better on the in-basket assignment.

C. Voluntary Transfers: An employee who applies for a transfer shall be required to take test(s) that are new to the employee (i.e. spreadsheets, Excel, etc.) and/or tests on which the employee did not previously meet the required scores.

D. Retesting: Employees who apply for a transfer may elect to re-test during the application period to meet the minimum testing requirements.

Section 7  Probationary Period (New Employees)

For all employees newly hired into the bargaining unit, the following shall apply:

A. Probationary Period

The probationary period for employees newly hired into the bargaining unit shall be six (6) months of active employment, which may be extended by the Executive Director of Human Resources for up to three (3) additional months at the request of the supervisor. Active employment does not include periods of time off without pay. If a new employee's performance is deemed to be unacceptable during the probationary period, the employee may be terminated. During the six (6) month probationary period, and any additional probationary period, the employee may not apply for other Association positions that are posted.
B. Initial Conference

Within the first week of employment, the immediate supervisor shall hold an initial conference with the employee. During this conference, the job description, expectations and observations will be discussed, documented, signed, and dated by the supervisor and employee using the Initial Conference/Informal Evaluation form. A copy of this form is to be sent to Human Resources.

C. Informal Evaluation

No later than three (3) months after the first day of employment, an informal evaluation will be conducted with the employee by the immediate supervisor. During this informal evaluation, the immediate supervisor and the employee shall review the employee’s performance using the job description and the expectations and observations discussed the first week of employment. At this time, concerns should be discussed and documented, signed, and dated by the supervisor and employee using the Initial Conference/Informal Evaluation form. A copy of this form is to be sent to Human Resources.

D. Formal Probationary Evaluation

No later than six (6) months after the first day of employment, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee’s performance using the GRCC ESP Formal Probationary Evaluation form. The supervisor must determine if the employee has successfully completed the probationary period or place the employee on an additional probationary period of up to three months. This form must be signed and dated by the supervisor and employee. A copy of this form is to be sent to Human Resources.

E. Professional Development Discussion

After successful completion of the probationary period, the employee will follow the Professional Development Discussion and Learning Plan process described in Section 9 of this article. Employees may, with authorization of their supervisor, pursue professional development activities during their probationary period.
Section 8  Probationary Period (Internal Transfers)

For all employees in the bargaining unit who transfer from one position to another in the bargaining unit (both voluntary and forced transfers) the following shall apply:

A. Probationary Period

The trial period shall be ninety (90) calendar days that may be extended by the immediate supervisor for up to ninety (90) additional calendar days. The extension shall be documented on the employee’s Formal Probationary Evaluation form. During the initial ninety (90) day period or the additional period, the employee may not apply for other Association positions.

B. Initial Conference

Within the first week of transfer employment, the immediate supervisor shall hold an initial conference with the employee. During this conference, the job description, expectations and observations will be discussed and documented, signed, and dated by the supervisor and employee using the Initial Conference/Informal Evaluation form. A copy of this form is to be sent to Human Resources.

C. Informal Evaluation

No later than forty-five (45) calendar days after the first day in the new position, an informal evaluation will be conducted with the employee by the immediate supervisor. During this evaluation, the immediate supervisor and the employee shall review the employee’s performance using the job description and the expectations and observations discussed the first week of employment. At this time, concerns should be discussed and documented; signed and dated by the supervisor and employee using the Initial Conference/Informal Evaluation form. A copy of this form is to be sent to Human Resources.

D. Formal Probationary Evaluation

No later than ninety (90) calendar days after the first day in the new position, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee’s performance using the GRCC ESP Formal Probationary Evaluation form. The supervisor must determine if the employee has successfully completed the probationary period or place the employee on an additional probationary period of up to ninety (90) calendar days. The
form must be signed and dated by the supervisor and employee. A copy of this form is to be sent to Human Resources.

If the work of an internal transfer employee in a new position is deemed to be unsatisfactory, the supervisor shall notify the employee in writing of the specific reasons and develop a ninety (90) calendar day improvement plan as described in Section 10 of this article.

E. Annual Performance Development Discussion and Learning Plan

After successful completion of the probationary period, the employee shall be placed on the regular annual PDDLP described in Section 9 of this article. Employees may, with the authorization of their supervisor, pursue professional development activities during their probationary period.

Section 9 Professional Development Discussion and Learning Plan

Professional Development Discussion and Learning Plan is a communication tool to help employees understand their roles, continue to learn, and participate in the improvement of the institution. This provides an avenue of communication between immediate supervisor and employee. The supervisor shall allow an ESP employee at least twenty (20) hours per year to complete the courses or training necessary to complete the PDDLP on College time.

This section shall apply to all employees who have successfully completed their probationary period, and who are not in a trial period because of transfer

A. Once per year, no later than June 30, a Professional Development Discussion will be conducted with the employee by the immediate supervisor. During this discussion, the immediate supervisor shall review with the employee an assessment of the employee's performance during the preceding year using the Professional Development Discussion form. Together they will develop a Learning Plan for the upcoming year.

B. If, during the course of the discussion, areas of concern require immediate attention, the supervisor and employee together will develop a written Performance Improvement Plan. Performance Improvement Plans should also be developed at the time a serious performance issue occurs, regardless of the annual PDDLP schedule.

Section 10 Performance Improvement Plan

A. Should it be necessary to develop a Performance Improvement Plan, the supervisor and the Human Resources Generalist will provide the employee with a written improvement plan. It will describe the actions the employee must take to improve, with time lines for achievement of the
actions. It will also describe the steps the employer and/or immediate supervisor will take to assist the employee in improvement. The plan will include adequate time for Staff Development to coordinate the needed training for the employee. The plan must be reasonable and achievable within the time frames indicated. It will include regularly scheduled meetings between the employee and the supervisor to discuss the employee’s progress. Employees will not be expected to undertake improvement activities on their own time or at their own expense, unless the employee chooses to do so. Except in the case of probationary employees, the improvement plan will last a minimum of three (3) months.

B. At the conclusion of the improvement plan, the immediate supervisor will provide the employee with a written summary of the employee’s progress under the plan. It will include a summary statement in which one of the following conclusions is provided.

1. The employee has successfully completed the plan of improvement and is considered satisfactory or;

2. The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement or;

3. The employee has not successfully completed the plan of improvement and is recommended for termination.

Section 11 Work Quality

If the quality of work of an employee is deemed unsatisfactory at any time other than at his/her scheduled evaluation, the employee shall receive a written communication from the immediate supervisor. The process described in Article 13, Section 10 B shall be followed. The Association shall be furnished a copy of any written warning, reprimand, suspension, or dismissal at the request of the employee.

Section 12 Termination

Any employee who is terminated may receive, at the discretion of the College, two (2) weeks notice or two (2) weeks pay except for those new hires on probation.
Section 13  Layoff and Recall

In the event the College determines that it is necessary to reduce the number of employees, the College shall notify the employees to be laid off in writing at least thirty (30) working days prior to the effective date of the layoff. Employees shall be laid off in inverse order of seniority within the Association. A laid off employee shall be maintained on a seniority recall list for a period of one year. Employees shall be recalled in inverse order of layoff. If the Administration determines an employee possesses special knowledge and/or skills required for a position, the employee may be recalled out of sequence. If an employee fails to report to work within five (5) working days after being notified of recall by U.S. Mail, mailed to the address currently on file in the Human Resources Office, a second notice by Certificate of Mailing shall be sent. If the employee does not respond within five (5) working days after being notified by the second Certificate of mailing, she/he may be terminated unless the time to report is extended by mutual agreement of the employee and the Human Resources Office.

Section 14  Forced Transfer

A. A forced transfer employee is identified as one whose position has been eliminated or substantially changed. "Substantially changed" is defined as a 15% or more increase or reduction in the employee's annual salary. If an employee’s position is eliminated, the employee shall be notified in writing at least thirty (30) days prior to the effective date.

B. A forced transfer employee shall be offered any vacant position and placed according to the provisions set forth below, without regard to classification

1. If a forced transfer employee is not placed in an available position before the effective date of the position elimination, the forced transfer employee is laid off pending suitable placement. The forced transfer employee may elect to remain on layoff and be maintained on a recall list for a period of one year. During this year, the laid off employee may enroll in any staff learning opportunity offered through Staff Development at no cost to the employee.

2. Qualifications for any position for a forced transfer employee shall be determined by Human Resources according to special skills, knowledge, and demonstrated performance. Tools to evaluate special skills and knowledge shall include one or more of the following: similarity of position responsibilities to forced transfer employee’s previous responsibilities, the ability to establish professional rapport with her/his immediate supervisor, test scores, in-basket activities, and relevant certifications and degrees. Tools to evaluate demonstrated performance include a combination of the most recent evaluation, letters of reference, commendations, the
employee’s self-assessment of strengths and growth opportunities, and any other information contained in the employee’s personnel file and that the employee wishes to have considered.

3. If a forced transfer employee is not likely to be successful in any of the positions that become vacant before the effective date of the position elimination, the forced transfer employee may displace the least senior unit member in a position for which the forced transfer employee is determined to be qualified. Qualifications shall be determined by Human Resources based on the assessment of qualifications set forth above.

4. If the forced transfer employee elects to displace the least senior unit member, the employee who holds the position that the forced transfer employee will displace shall be notified in writing thirty (30) days before the effective date of layoff. During this notice period, the forced transfer employee shall remain on layoff until recalled. The forced transfer employee is recalled on the date of layoff for the employee who has been displaced.

5. The employee who has been displaced shall remain on a seniority recall list for a period of one year, subject to recall in accordance with the provisions of this contract.

6. If the forced transfer employee is not qualified, the forced transfer employee shall be laid off. The rationale for non-selection will be provided to the employee and the Association. The administrative decision may be appealed through the grievance process.

C. In the event a forced transfer employee must accept a position in a lower-paying classification, he/she will continue to be paid at the rate of the previous classification for two (2) years. If the employee wishes to retain his/her former level, he/she must apply for other positions at the higher level. At the end of the two (2) years, the employee’s pay shall be frozen at its current rate, and the employee will not receive salary increases until the pay schedule reaches his/her current pay rate. In the event an employee has applied for and not been the selected candidate for vacancies in his/her previous level, or if there have been no vacancies, then the employee shall not have his/her pay frozen for one additional (third) year.

D. Forced transfers are able to bid on other positions at any time.
Section 15  Job Reclassification Process

A. The job reclassification system has been established to handle requests for changes in the level of ESP positions in a manner that systematically evaluates requests against established criteria. The following positions comprise the core members of the Job Reclassification Team - the Executive Director of Human Resources or designee, the President of GRCC ESP, a member of the ESP association, and a member of the administration group appointed by mutual agreement annually, who has a broad knowledge of the operations of the College.

B. A reclassification request for a GRCC ESP position must include:

1. The appropriate form from Human Resources;

2. An updated job description which, in addition to a listing of duties and responsibilities, includes specific information on education requirements, number of years of experience and software knowledge requirements;

3. The signature of the appropriate Budget Control Officer and Executive Budget Control Officer to verify that this request has been reviewed and to verify that funds are available to support this request.

C. The reclassification team meets on an as needed basis. Any compensation changes as a result will go into effect prospectively on January 1 or July 1. Any supervisor seeking an ESP reclassification must submit the approved form and the job description to the Executive Director of Human Resources. The supervisor/ Budget Control Officer must be available to attend the meeting to answer any questions or to provide clarification prior to the team evaluating the new job description. If a reclassification is not granted, the submitting supervisor/Budget Control Officer may request a meeting with the team to review the decision.

Note: All personnel changes (including reclassification requests that have been approved by the Reclassification Team) are required to be submitted to the President/VP's for final approval through the position authorization process.

Section 16  Seniority Termination

Seniority within the Association shall terminate when:
A. The employee resigns from the employment of the Grand Rapids Community College.

B. The employee is discharged.

C. The employee fails to return from layoff or leave of absence.

D. No credit toward seniority within the Association shall be given to employees for any time worked in other bargaining units or meet and confer groups.

E. The employee retires.

F. The employee fails to report to work without notice for three (3) consecutive days.

ARTICLE 14
WAGES AND OTHER BENEFITS

Section 1 Wages

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<th>B</th>
<th>C</th>
<th>D</th>
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</table>

2011/12 Wage freeze with no step advancement

2012/13 COLA CPI – All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% floor, applied to salary schedule, not to exceed 2.0%.

No step advancement.

2013/14 COLA CPI – All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% floor, applied to salary schedule.
Step advancement based on performance as outlined in Article 14, Section 2

Either party may elect to re-open wages only upon 90 days advanced notice prior to the next fiscal year (no later than March 31).

**2014/15**

COLA CPI - All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% floor, applied to salary schedule

Step advancement based on performance as outlined in Article 14, Section 2

Either party may elect to re-open wages only upon 90 days advanced notice prior to the next fiscal year (no later than March 31).

**Section 2  Step Movement Based on Performance:**

Bargaining unit members who have not reached the top step of their salary schedules shall be eligible for advancement of one step on July 1, 2013 and again on July 1, 2014 under the following conditions:

- Implemented in third year of contract,
- No discipline (formal CAN in personnel file, not a documented verbal warning) within the preceding 12 months
- Completed learning plan
- Meets expectations in all areas of evaluation
- Supervisor must recommend step advancement based on assessment that employee meets and/or exceeds all expectations and has demonstrated commitment to continuous professional growth and improvement within the position. Sub-committee comprised of members from both bargaining teams will jointly determine criteria that will be used to assess commitment to professional growth and improvement within position.
- Each supervisor will meet with their ESP no later then February 1 of each year of the contract to provide the employee with mid-year feedback on performance. This meeting will be documented and signed by both the employee and the supervisor.
- If a supervisor does not complete the mid year performance review and/or the end of year evaluation, the employee shall automatically receive the step increase as long as the employee has had no discipline within the preceding 12 months, is not on a PIP as of June 30, and has completed his/her learning plan.

**Section 3  Longevity**
For the purpose of longevity, the number of years of service shall be computed once each year, as of June 30, and be payable on the first pay date in November. Longevity will be calculated based on the prior fiscal year service. Employees assigned to work less than full-time shall receive the benefit prorated to their assignment. If a part-time employee becomes full-time, full credit shall be given for years worked as part-time. Employees hired before December 31 will be considered as one full year. An employee, who has retired from Grand Rapids Community College and has returned, begins accruing longevity credit anew.

Longevity will be paid on a prorated basis for the amount of actual time worked during the fiscal year whenever an employee leaves an Association position (for example, retirement, promotion, resignation, etc. during the fiscal year).

Section 4 Longevity/Computation

Each employee who has completed the number of years of service as hereinafter stated shall be paid the rate for longevity per annum as follows:

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<th>Rate</th>
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<td>25 years</td>
<td>1769.12</td>
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Section 5 Retirement

A. Eligibility: The College is part of the Michigan Public Schools Retirement System, (MPSERS). All employees, except for MPSERS retirees, are immediately eligible to be in this program. The College’s contribution rate is determined annually by MPSERS. Employee contributions are determined by the plan.

B. Enrollment: Enrollment forms are available from the Human Resource Department and should be completed upon hire. Questions or changes regarding retirement benefits should be directed to Payroll/Benefits.

C. Payout of Benefits: Each employee who has reached the age and service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Community College shall receive, upon retirement, the amount of $40.00 per day for each accumulated sick leave day(s) or $45.00 per year of service, whichever is greater.
D. Tax-deferred Pay Plan: Benefits payable at the time of retirement (accumulated vacation and sick time) will be paid through a tax-deferred account that has been established by the Board.

Section 6 Tuition Reimbursement

Tuition Reimbursement: All non-probationary employees are eligible. Part-time employees working at least 40 hours per pay period qualify for GRCC courses only. (This benefit is not prorated).

If eligible, an employee may take courses at other institutions and have the cost of tuition reimbursed at not more than $300 per credit hour, with a maximum of twelve (12) earned credit hours per year.

1. Courses eligible for approval must be related to any current or future GRCC assignment and includes those courses for degree completion.

2. To apply, employees must complete forms and receive approval for the course(s) on or before the second week class is in session.

3. Upon completion of an approved course, the employee shall complete and submit a tuition reimbursement form along with a copy of the earned grade and proof of payment to the Human Resource Department for processing.

Section 7 Tuition Waiver for Grand Rapids Community College Tuition for Employee, Employee Spouse and Eligible Children:

1. All non-probationary employees are eligible. Part-time employees working at least 40 hours per pay period qualify for GRCC courses only. (This benefit is not prorated).

2. Employees that are less than 40 hours per pay period will be eligible for a waiver for self only, for 4 contact hours per semester. Employee, employee’s spouse or dependent children (unmarried: children, stepchildren or foster children up to the age of 24) may receive waiver for tuition and fees according to the guidelines that follow.

1. Employees on unpaid leave of absence shall not qualify for any of the benefits under this provision.

2. Tuition and fees will be waived for the first 12 contact hours, regardless of any other available sources of financial aid.
3. Employee’s course work may not interfere with the employee’s assignment unless the regular work schedule is adjusted. The adjusted schedule must be approved in writing by the immediate supervisor, and a copy must be submitted to the Executive Director of Human Resources prior to the schedule change.

4. Tuition waiver for each full-time employee, spouse and eligible children shall not exceed twelve (12) contact hours each and related fees (regardless of residency) at Grand Rapids Community College per semester (Fall, Winter, and Summer). Tuition waiver does not include books and the employee will be responsible for covering these costs.

5. In cases where an employee and their spouse both are employed with GRCC Meet & Confer OR ESP OR Campus Police employee groups, their dependents will be allowed a maximum of 24 contact hours per semester.

In cases where an ESP member’s spouse is CEBA, faculty or adjunct faculty, their dependent tuition waiver will be coordinated per the handbook and their collective bargaining agreement language, Section 7.

Section 8 Degree Pay

A one time lump sum payment for persons earning a BA or MA degree will be paid the following amounts upon submission of an official transcript to Human Resources.

   BA: $500
   MA: $750

Section 9 Parking

Each employee shall pay $5.00 per month from September through April in exchange for the opportunity to be assigned parking on campus.

Section 10 Temporary Assignments

An employee who temporarily assumes the duties of another position shall be paid either their regular rate of pay or step one of the job classification of the temporary position, whichever is higher, for all hours worked.

Section 11 Overpayment/underpayment

The parties agree that where an overpayment or underpayment to a bargaining unit member has been discovered, restitution will be made based upon the
amount overpaid or underpaid over the past three (3) years. In the case of overpayment, the bargaining unit member shall be given the opportunity to make restitution through payroll deduction or for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less.

**ARTICLE 15**

**MISCELLANEOUS**

Section 1 Unscheduled Shutdown

In the event of an unscheduled shutdown of the College or worksite, employees who are released from scheduled work will be paid for their regularly scheduled work hours.

Section 2 Automobile Vandalism and Theft

Employees shall be reimbursed for damage to the employee's automobile because of vandalism or theft at the rate of up to $100 on the first claim within each fiscal year and total payment on second or subsequent claim within the same fiscal year. This provision does not cover auto accidents that occur in designated college parking areas. This reimbursement is subject to the following conditions:

A. Such loss occurs during the time the employee is acting in the line of duty and the automobile is parked in the designated parking area assigned by the appropriate college administrator.

B. The items damaged or stolen are attachments to and are regular accessories of the automobile. Note: tapes, CDs and add-on equipment systems are not considered to be a regular accessory.

C. In case of damage or theft to the inside of the automobile, the automobile windows were closed and the doors were locked.

D. The damage/loss was reported to Campus Police and the employee's immediate supervisor, in writing, within two working days after the discovery of the same.

E. Regarding physical damage, at least two estimates from reputable local businesses shall be submitted with the claim.

F. The employee shall fill out and sign the "Automobile Vandalism Report" in its entirety. These forms are available at Campus Police.

Section 3 Tuberculosis Test
If the College is required by law, each employee shall receive, at no cost to the employee, a chest x-ray or tuberculin skin test provided the employee reports at the time and place scheduled by the Board. The Board shall specify which of the tests shall be administered. Each employee receiving the tuberculin test from the Board must have the test read at the time and place designated at the time the test was given.

Section 4 Mileage

Each employee required by the administration to use her/his personal automobile for Board business shall be reimbursed per mile at the current established IRS rate. The established rate shall be reviewed and updated as of July 1 each year.

Section 5 Vacation Donation

Under the following circumstances, a bargaining unit member with a minimum of 2 years service shall have the right to donate up to five (5) vacation days per year:

A. A bargaining unit member who qualifies for FMLA leave and who has exhausted all paid sick and vacation days,

B. Donations will only be accepted to fulfill the FMLA period (12 weeks). In the event of a maternity leave, donations will only be accepted through the doctor’s certified period of disability.

C. Donated vacation days will be applied to the recipient in the order donated. Donations that go beyond the FMLA disability period will be returned. Benefits for a recipient of donated vacation days will continue per the FMLA policy. In the event an employee does not return from FMLA. Repayment of benefits will be in accordance with the FMLA policy.

D. To donate time, members must complete and sign a Vacation Bank Transfer Request form. Forms are available on the shared directory under Financial Services. The completed and signed form will be submitted to the Payroll Department for processing.

ARTICLE 16

AGREEMENT AND NO STRIKE AGREEMENT

Section 1 Agreement Terms

This Agreement incorporates the negotiations by the parties and all issues that were subjects of negotiations. During the term of this Agreement neither party
will be required, unless by mutual agreement, to negotiate with respect to any other matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

Section 2 No Strike

During the term of this Agreement no employee will engage in any strike, cessation of work, slow down of work, disturbance or interruption of the normal operation of the Grand Rapids Community College system. Violation of this Section shall be grounds for disciplinary action up to and including discharge. In the event of violation of this Section, the Board shall have the right, in addition to the foregoing and any other remedies available at law, to seek an injunctive relief against the Association.
ARTICLE 17
DURATION

This Agreement shall be for a period of four (4) years beginning July 1, 2011 and terminating, inclusive, June 30, 2015. Renegotiation of this Agreement for subsequent years shall be commenced by GRCC ESP Association giving written notice on or before March 30, 2015. In the event no such notice is given at that time, this Agreement shall be extended for successive one-year periods. Unless otherwise stated, all provisions of the Agreement shall be effective.

THE BOARD OF TRUSTEES
FOR GRAND RAPIDS
COMMUNITY COLLEGE

BY _________________________________
Its Chairperson

GRAND RAPIDS
COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PROFESSIONALS

BY _________________________________
Its President

BY _________________________________
Its President

BY _________________________________
Team Member

BY _________________________________
Chief Negotiator
APPENDIX A

GRAND RAPIDS COMMUNITY COLLEGE
ESP JOB SHARE AGREEMENT

Position Title: ___________________________ Effective Date: ______________

Primary Position Holder: ____________________________________________

Secondary Position Holder: __________________________________________

Level of Position: __________________________________________________

Supervisor: _______________________________________________________

Work Schedule (Recommended schedules:)

1. Each party works ½ day;

2. Each party works 2 ½ days per week;

3. Each party alternates 3 days one week, 2 days the next)

Primary Position Holder Schedule: _________________________________

Secondary Position Holder Schedule: _________________________________

I have read and understand the reverse side of this agreement that includes Article 14, Section 3 of the Grand Rapids Community College Educational Support Professionals’ Contract

SIGNATURES

__________________________________  _____________________________
Primary    Date  Secondary  Date

__________________________________  _____________________________
Supervisor    Date  Director of HR Date
Appendix A

Grand Rapids Community College
ESP Job Share Agreement

By signing this agreement, it is fully understood by all parties that:

1. Work should be a compatible situation where one party need not rely on the other party to accomplish projects.
2. Participants must not be in a supervisory role.
3. Both parties of this agreement agree to participate fully in the required functions of the position.
4. In the event of an absence, it will not be required that the other party be responsible to fulfill scheduled hours.
5. Holiday pay will be granted to the employee that is scheduled to work that day.
6. The combined Job Share position will not exceed 40 hours for each party per pay period.
APPENDIX B

JCC DISCUSSIONS ITEMS

Items for discussion during JCC:

- PIP Language/Discipline Process
- Language for earning step increases
- PDDLP revision
GRAND RAPIDS COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PROFESSIONALS 11-15 CONTRACT

APPENDIX C

HOLIDAY SHUTDOWN

GRCC will implement a Holiday Shutdown for the non-holiday days between Christmas and New Years (referred to as "Shutdown Days")

To be eligible for the holiday shutdown, employees must be required to work during the scheduled shutdown period as part of their regular work week/year.

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<td>Holiday shutdown ends.</td>
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**Employees working during shutdown period:**

1. Scheduled work - mandatory college work planned to deal with critical business of the college (i.e. payroll processing, IT system support, sidewalk snow cleanup and minimal building rounds).

2. **Emergency work** - mandatory college work unplanned to deal with critical business of the college (i.e. building malfunctions on campus, security-related emergency).

Selection of an employee to work will comply with procedures identified within the collective bargaining agreement or past practice. The final list of employees scheduled to work must be submitted to the respective Vice President.

If an employee is scheduled to work on any of the shutdown days indicated above, the employee will be paid at his/her regular straight time rate of pay.

In exchange for working the shutdown day, the employee will be granted an equivalent amount of time off as Floating Shutdown Hours **up to eight hours per day**. The floating shutdown hours will not be converted into compensatory time off.
They must take their Floating Shutdown Hours during the months of January and February with the approval of their supervisor and by noting that time on their timesheets. If for any reason, including separation from the College, any remaining Floating Shutdown Hours are not taken by the end of February, they will be forfeited.

In the event an employee is scheduled to work beyond an eight (8) hour day shift and/or 40 hours a week (whichever applies for determining overtime), the employee will be compensated overtime according to his/her respective collective bargaining agreement.