AGREEMENT

Between The

BOARD OF TRUSTEES

Of

GRAND RAPIDS COMMUNITY COLLEGE

And The

COLLEGE EMPLOYEES BENEFIT ASSOCIATION (CEBA)

Wages and Benefits
2012 - 2015
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AGREEMENT

THIS AGREEMENT is made and entered into on this first day of July, 2012 by and between the GRAND RAPIDS COMMUNITY COLLEGE and the GRAND RAPIDS COMMUNITY COLLEGE EMPLOYEES BENEFIT ASSOCIATION (hereinafter called the Association).

ARTICLE I

REFERENCE TO ACT 379

A. ACT 379

This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, to establish the wages, hours and other conditions of employment in the bargaining unit. Both parties recognize and will encourage economy, efficiency of operation, maintenance of high standards, cleanliness and elimination of waste, protection of school property and the safety of employees.

B. RECOGNITION OF OBLIGATIONS

The College and the Association recognize their mutual obligations pursuant to Act 379 to bargaining collectively with respect to hours, wages, fringe benefits and conditions of employment. Agreement has been reached between the parties hereto. The terms thereof have been ratified by the College and the Grand Rapids Community College Employees Benefit Association.

ARTICLE II

RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

The College recognizes the Association as the sole and exclusive bargaining representative for all of the College's non-supervisory employees (hereinafter called "employee") in the following departments:

1. Operations - see appendix A for positions

2. Maintenance, Print Solutions/Mail, Shipping Receiving - see appendix A for positions

Excluding all temporary (less than thirty [30] days) employees, Supervisors, Administrative, Technical and Professional Support Staff and all other positions in the Grand Rapids Community College.
B. ACKNOWLEDGEMENT OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the College and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but no agreement was reached. Matters of common concern may be subject to negotiations during the period of this Agreement upon the request and mutual agreement of both parties.

C. ASSOCIATION SECURITY

1. Payment of Dues, Fees, and Assessments

   Employees covered by this Agreement shall not be required to become members of the Association. Those employees, as a condition of employment, however, are required to pay fees to the Association in the same amount and under the same conditions as dues and assessments paid by members of the Association.

2. Manner of Payment

   a. Prior to December 1, the Association shall notify Human Resources in writing, of the amount of dues, fees, and assessments for the following year.

   b. Upon written authorization from the employee and in a form consistent with the laws of Michigan, each month the College will deduct the amount of dues, fees and assessments from the employee's paycheck and within ten (10) working days thereafter shall remit such deduction to the Association. The College shall honor all existing authorization forms presently in its possession where permissible under Michigan law.

   c. Where possible, deductions shall be made from the employee's paycheck reflecting the last pay period of each month.

   d. At the time the total monthly deductions are remitted, the College shall provide the Association with a list of names of the employees from whom such deductions were made.

   e. An employee may pay dues, fees and assessments directly to the Association in lieu of payroll deductions. The names of such employees shall be submitted by the Association to Human Resources as soon as possible following the payment.
3. Dismissal for Non-Payment

a. In the event an employee fails to pay the dues, fees, or assessments established by the Association (as authorized by this agreement), the Association may submit to the College a written request signed by the Association President, that the employee be dismissed. If, within ninety (90) days after the College's receipt of the request, the employee fails to pay the dues, fees, or assessments, the College shall immediately dismiss the employee.

b. In the event the College, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with the provisions of Article II, Section C., the Association shall indemnify the College against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the College for the purposes of complying with the provisions of this agreement.

4. New Employees

a. Within thirty (30) days of employment, the College shall provide the Association Treasurer with the name of each and every employee assigned to any position which is represented by the Association.

b. The College shall provide each employee with the current GRCCEBA contract.

c. Dues, fees, and assessment deductions for new employees shall begin no later than the next regular payroll deduction date following thirty (30) days of employment

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. RIGHT TO ORGANIZE

Each employee shall have the right to organize, join and support the Association for the purpose of engaging in lawful activities as permitted under State and Federal laws.

B. USE OF COLLEGE FACILITIES

The Association and its members shall have the right to use the Grand Rapids Community College's building facilities at no charge at reasonable times and hours for meetings 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 Association shall be allowed to use the interschool mail, email service of the College, and may post Association notices on a bulletin board designated for such purposes consistent with College policy.
C. NEGOTIATING COMMITTEE

The College agrees to recognize a negotiating committee of the President, Vice-President, Secretary and one (1) member from each of the two (2) departments unless changed by mutual agreement between the College and the Association. The Association shall furnish to the College through the Labor Relations a written list of the members of the negotiating committee. The negotiating committee shall represent the Association in meetings with the College for the purpose of collective bargaining in the administration of this Agreement.

D. TIME OFF FOR GRIEVANCES

In the event a steward/an employee of this unit is requested by the administration to act upon a grievance during working hours, he/she is subject to the same notification/scheduling provisions as other leaves or vacation time. The College shall pay the officer member(s) and/or the employee at their regular rate for all time spent during their regular working hours in processing grievances and collective bargaining in accordance with the provisions of this Agreement. Time spent by the employee beyond regular hours shall not be eligible for compensation.

E. ASSOCIATION ACTIVITIES

No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission from his/her immediate supervisor. Employees shall, however, be permitted to engage in activities during working hours pertaining to grievance matters and matters related to the implementation and administration of this Agreement. With the approval of Labor Relations, Negotiating Committee employees shall also be permitted to engage in the preparation of contract proposals and negotiations.

ARTICLE IV

COLLEGE RIGHTS AND RESPONSIBILITIES

A. RESPONSIBILITIES

The College, on its own behalf and on behalf of the electors of the Community College district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Community College Law and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the College.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, but not in conflict with specific provisions of this Agreement.
B. AUTHORITY

The Association recognizes that the College Board of Trustees is legally responsible for the operation of the College, and that the College has the necessary authority to discharge all of its responsibilities subject to laws mentioned and to the provisions of this Agreement.

C. ADMINISTRATIVE STAFF

In meeting such responsibilities, the College acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of the College buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The College and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim, by one (1) or more employees, of the Association, of improper application of this Agreement.

2. An "aggrieved" employee is the employee(s) who is/are directly affected and therefore, will make the claim.

3. An "Association grievance" exists and may be filed at level two (2) by the Association in the following circumstances:
   a. The Association rights have been allegedly violated.
   b. When more than one (1) employee in a given department has the same claim, and all employees in the department are affected by the alleged violation of the agreement, the Association may file the grievance as an "Association grievance" on behalf of that department. This "Association grievance" must be signed by ten percent (10%) of that department but not less than two employees.
   c. When an employee has a claim and all employees in the Association are equally and directly affected, the Association may file the grievance as an "Association grievance" on behalf of all employees.
d. The Association may file an "Association grievance" for any other reason provided mutual agreement is established in writing between the Association Grievance Chairperson and Labor Relations.

B. PURPOSES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall 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 and such adjustment shall be submitted, in writing, to the Association President within ten (10) working days of the action.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President and Labor Relations.

A supply of grievance forms shall be on file with the Association.

1. Level One

   a. An employee may, within ten (10) working days of the occurrence of the grievance, orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the appropriate Director within fifteen (15) working days of the occurrence of the grievance.

   b. Within five (5) working days of the filing date, the director or his/her representative will meet with the aggrieved and/or the representative in an effort to resolve it. A written answer shall be given within five (5) working days after such meeting.

   c. This level may be waived by mutual consent of Labor Relations and the Association President or designee.

2. Level Two
a. If the aggrieved after receipt of the written answer from Level One is not satisfied with the disposition of the grievance at Level One, paragraph b, a letter shall within five (5) working days thereafter be transmitted by the employee to Labor Relations or his/her designee stating a desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.

b. Within ten (10) working days of receipt of such grievance, a Labor Relations representative will meet with the aggrieved and a GRCCEBA representative to discuss the issues. A written answer shall be given to the aggrieved and the GRCCEBA representative within twenty (20) working days after receipt of such grievance.

c. An Association grievance commencing at this level shall be filed within ten (10) days of the alleged occurrence of such grievance.

3. Level Three

Third Party Neutral

a. This step will involve a review of the facts by a neutral person or persons who will make a non-binding recommendation to the parties for a resolution of the grievance. Any costs associated with the third party neutral will be shared by CEBA and the College. The third party neutral will decide how to gather the facts necessary to make a recommendation to the parties. The parties may agree to take the grievance to an alternative forum including but not limited to Dispute Resolution Center, formal mediation, or other mutually agreed upon neutral parties.

b. If CEBA is not satisfied with the resolution proposed at this level, the Association shall, within ten (10) working days following the decision of the third party neutral, notify the Labor Relations Generalist in writing of the request to move the grievance to Level Four, the College President.

4. Level Four

a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, he/she shall within five (5) working days thereafter, transmit this matter by letter to the College President with a statement of reasons why it is being appealed.

b. The College President, within fifteen (15) working days of the receipt of such grievance, will meet with the aggrieved and a GRCCEBA representative to discuss the issues. A written answer shall be given to the aggrieved and the GRCCEBA representative within twenty-five (25) working days after receipt of such grievance.
5. Level Five

a. If the decision of the College President is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) days after receipt of College President's decision. An impartial arbitrator shall be promptly selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Labor Mediation Board in accordance with its procedures.

b. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.

c. The fees and expenses of the arbitrator shall be shared equally by the College and the Association if part of the requested relief is obtained. Such fees and expenses shall be paid by the losing party if none of the relief requested by the party is obtained. All other expenses shall be paid by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

6. The failure of an aggrieved person to proceed from one (1) step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the same grievance. Time limits may be extended by mutual agreement of the aggrieved and the College provided such extension is requested within the time limits of the above procedure. Such agreement shall be placed in writing by the requesting party and mailed to the other party as soon as possible following mutual agreement.

7. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
ARTICLE VI

WAGES

A. WAGES

- 2012/13: Freeze at wages listed in Appendix B (no step)
- 2013/14: COLA CPI- All Urban April-April (Detroit-Ann Arbor-Flint, MI), applied to salary schedule, not to exceed 2.0, 0% floor (no step)
- 2014/15: COLA CPI- All Urban April-April (Detroit-Ann Arbor-Flint, MI), 0% floor, applied to salary schedule, plus steps based on performance. Either party may elect to re-open wages only upon 90 days advance notice prior to the next fiscal year (no later than March 31, 2014).

B. 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, 2014 under the following conditions:

1. Implemented in third year of contract,
2. No discipline (Corrective Action Notice in personnel file) within the preceding 12 months (a documented verbal warning will not be considered discipline under this provision)
3. Completed learning expectations identified in preceding year’s evaluation
4. Meets expectations in all areas of evaluation
5. 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. Each supervisor will meet with their CEBA member no later than 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. Signature does not represent agreement, but acknowledges the discussion.
6. 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, and has completed his/her learning plan.
7. If the performance evaluation results in denial of step advancement, such denial and evaluation must be provided to the employee in writing. Each employee denied a step increment must receive a performance re-evaluation within a 90-day period after written denial indicating whether the employee’s performance meets
job expectation. The step advancement is not retroactive, but will be given at the
time of the reevaluation if the employee has met the step advancement criteria.

C. LONGEVITY

1. All full-time employees and those part-time employees, who have completed the years of service stated, shall be paid longevity in the amounts indicated:

<table>
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<th>Longevity</th>
<th>2012-2015</th>
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<tr>
<td>5 years</td>
<td>$530.60</td>
</tr>
<tr>
<td>10 years</td>
<td>$795.91</td>
</tr>
<tr>
<td>15 years</td>
<td>$1061.21</td>
</tr>
<tr>
<td>20 years</td>
<td>$1326.51</td>
</tr>
<tr>
<td>25 years</td>
<td>$1591.81</td>
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</tbody>
</table>

2. Part-time employees who have completed the years of service stated above shall be paid longevity in the amounts indicated prorated as follows:

- 4 - 5 ¼ hours/day ½ payment
- 5 ½ - 6 ¼ hours/day ¾ payment
- 6 ½ hours/day & over full payment

3. For purposes of this section, a full-time employee is defined as an employee working 32.5 or more hours per week; a part-time employee is defined as an employee working at least 20 hours but less than 32.5 hours per week. Hours per week shall be computed based on the 12 months preceding the first pay date of November.

4. Longevity will be paid on the first pay date of each November and will be calculated based on the prior fiscal year service.

5. Years of service shall be computed as of July 1. If an employee was employed six months or more in the first fiscal year (July 1 - June 30) in which employed, this employment shall be counted as a full year of service.

6. Employees whose employment terminates for any reason, other than disciplinary action, prior to the first pay date in November, for the current fiscal year, shall be paid longevity at the time of termination of employment prorated to the time of termination through the last full month of employment. In the event employment terminates due to the death of the employee, the employee's longevity benefits shall be paid to the designated beneficiary (on file) of the employee.

D. SHIFT PREMIUM

1. Employees working the first shift (reports 5:00 a.m. - 9:00 a.m.) shall not receive a
shift premium.

2. Employees working the second shift (reports 2:00 p.m. - 5:00 p.m.) shall receive the following per hour over the employee’s regular rate for the hours worked

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<th>SECOND/EVENING SHIFT PREMIUM</th>
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<td>2012 – 2015</td>
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3. Employees working on the third shift (reports 9:00 p.m. - 11:00 p.m.) shall receive the following per hour over the employee’s regular rate for the hours worked

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<th>THIRD/NIGHT SHIFT PREMIUM</th>
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4. Each employee regularly assigned to a second or third shift shall receive the shift premium for the entire year, unless the position is a multi-shifted position.

E. SPECIAL ASSIGNMENT PAY

Any employee working on a temporary basis in any of the following categories shall receive the amount designated over his/her regular hourly rate for those hours worked in the Special Assignment category. Any employee who is assigned a Special Assignment on a permanent basis by Administration will receive special assignment pay as part of his/her wage rate year round.

1. Temporary pay: A temporary assignment is one that is performed on an intermittent, occasional, infrequent, or sporadic basis by an individual. Any employee assigned to work on a temporary basis in any of the following categories shall receive the amount designated over his/her regular rate for those hours worked in the “Special Assignment” category.

Temporary Categories:
- Paint Sprayer/Sign Painter
- Welder
- Hazardous Materials Handler
- Custodial Equipment Repair
- Temporary Lead Person: Assumes leadership responsibilities when regularly scheduled building manager/head custodian is absent.
• Temporary Group Leader: Individuals will receive temporary group leader pay when supervising student workers or contingency employees.

2. Permanent Pay: A permanent assignment is one that is performed by a skilled trade person on a repetitive daily basis throughout the year in the fulfillment of his/her work routine. Any employee assigned to work in a “Special Assignment” on a permanent basis will receive “special assignment pay” as part of his/her wage rate year round.

Permanent Categories:
• Master Plumber
• Master Mechanic
• Master Electrician
• Licensed Contractor of Record for City Permits
• Licensed Boiler Engineer
• Locksmith
• Pool Maintenance
• Landscaper
• Permanent Lead Person: Scheduled on a shift where there is no building manager or head custodian on that shift and/or responsible for expediting, coordinating and overseeing departmental work and tasks from start to finish. Provides direction to work unit staff.
• Permanent Group Leader: Designated by management to regularly supervise two or more persons in the same or lower classification.


<table>
<thead>
<tr>
<th>Maintenance, Printing Solutions and Operations</th>
<th>2012-2015 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Person (1)</td>
<td>.85</td>
</tr>
<tr>
<td>Group Leader (2)</td>
<td>.61</td>
</tr>
<tr>
<td>Paint Sprayer/Sign Painter</td>
<td>.53</td>
</tr>
<tr>
<td>Master Plumber (5)</td>
<td>.53</td>
</tr>
<tr>
<td>Master Mechanic (5)</td>
<td>.53</td>
</tr>
<tr>
<td>Master Electrician (5)</td>
<td>.53</td>
</tr>
<tr>
<td>Welder</td>
<td>.53</td>
</tr>
<tr>
<td>Locksmith (3)</td>
<td>.53</td>
</tr>
<tr>
<td>Hazardous Materials Handler</td>
<td>.53</td>
</tr>
<tr>
<td>Pool Maintenance</td>
<td>.53</td>
</tr>
<tr>
<td>Landscaper</td>
<td>.48</td>
</tr>
<tr>
<td>Licensed Boiler Engineer</td>
<td>.53</td>
</tr>
<tr>
<td>Custodial Equipment Repair</td>
<td>.78</td>
</tr>
<tr>
<td>Licensed Contractor of record for city permits (4)</td>
<td>$500.00 per quarter</td>
</tr>
</tbody>
</table>
a) **Lead person**- An employee DESIGNATED by management to assume a working leadership role. The Lead person is responsible for expediting, coordinating and overseeing daily departmental work and task from start to finish. The Lead person has regular ongoing communications with work unit staff.

b) **Group Leader**- An employee DESIGNATED by management to oversee staff activities. The Group Leader is responsible for specific unit tasks, in conjunction with overseeing:
   1. Non-benefit or student staffing and is responsible for work schedules and input regarding employee evaluations, when applicable. OR
   2. One (1) or more person(s) in a same and /or lower classification.

c) **Locksmith**- An employee DESIGNATED by management to oversee specialized lock maintenance activities. The Locksmith must possess knowledge, skills and abilities to perform maintenance and/or repairs on the internal mechanics of locks & cores: including re-keying, master keying, key cutting, lock opening, lock & core installation.

d) **Licensed Contractor** - An employee for a skilled trade area who is the Contractor of Record (license is held in the name of College) shall be compensated by the College as follows: $2,000 in equal installments of $500.00 each payable quarterly during the fiscal year on the first pay date of July, October, January, and April.

e) **Master Plumber, Master Mechanic, and Master Electrician** - The assignment of more than one (1) person shall be at the option of the College.

F. **EMERGENCY DUTY PAY**

1. Any employee, part-time or full-time, who is called out by the administration for EMERGENCY duties, shall receive a minimum of three (3) hours of pay for such duty when called in by his/her supervisor. Said time will be computed to the nearest quarter hour from the time the employee receives the call to attend the emergency until such time the employee returns to his/her home. Such hours shall be computed at time and one-half of his/her normal rates.

2. In the event a grounds employee is called and requested to report to work prior to 5:00 a.m., such employee shall be paid from the time of such call.

G. **PAYROLL**

1. Direct Deposit is available for all employees. Contact the payroll office to arrange direct deposits.

2. When an administrative error results in overpayment, repayment by the employee shall be arranged over a period of time no longer than the period that the overpayment was made, unless altered by mutual agreement between the employee and the administration. The employee has the right to have Association representative present in discussing this matter.
H. OVERTIME

1. The official work week of the College employees shall be no more than forty (40) hours per week. When an employee is regularly assigned to work eight (8) hours or less per day, all hours worked over eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. For those employees regularly assigned to work over eight (8) hours per day, overtime will be calculated after forty (40) hours in a work week. Positions in which employees are regularly scheduled to work more than eight (8) hours per day shall be posted and filled as specified and provided in Article XII. In no event shall overtime hours be paid more than once. Employees (not normally scheduled to work) working on any designated holiday listed in Article VIII.B.2 shall receive pay consisting of two (2) times the rate of regular pay.

2. The College shall provide equal opportunity to those qualified in each department for overtime work. Vacation time, holiday with pay time, other leave of absence with pay and official sick leave with pay shall be considered working hours but shall not exceed the normal regularly scheduled hours per day.

3. Each employee is entitled to "reasonable" advance notice of the necessity to work overtime. Each employee receiving less than one (1) hour notice shall not be required to work overtime, unless it is declared an emergency by the administration.

4. Special assignment pay - All overtime hours shall include any special assignment pay that the employee receives during his/her regular hours.

I. COMP TIME

1. Comp time may be substituted for overtime pay at the employee’s option up to a maximum of 240 hours including those hours carried over from the previous fiscal year. Any comp time in the employee’s account will be paid down to 40 hours on the last pay date of the fiscal year. Up to 40 hours can be carried over to the next fiscal year.

2. If an employee has accumulated comp time in excess of 40 hours as of May 31st of any year of this contract, for any requested time off in June of that year he/she must use comp hours in excess of 40 hours first before vacation hours are used.

J. CALL IN ROTATION

Overtime opportunities shall be offered to qualified unit members according to the process currently used by Building Managers. This process includes:

1. Master list will be maintained with employee contact information.
2. Employees are required to provide their supervisor with a number where they wish to be reached.
3. The supervisor will contact qualified employees in order of rotation. If an employee cannot be reached at the contact number he/she provided, the supervisor will contact the next person on the list.
4. The supervisor will go back to the top of the rotation list only after having attempted to contact each person on the list for an overtime opportunity.
5. The overtime list shall be maintained by the supervisor and building manager and made available for review upon request.

K. TEMPORARY ASSIGNMENT PAY

Any employee promoted, assigned or asked by the administration to do any job in a higher pay range shall receive the pay according to (1) or (2) below:

1. If the higher position is open for 10 days or less for any reason, the person asked to perform those duties shall receive the equivalent of lead person special assignment pay for those days worked, as soon as he/she starts to perform the extra duties and accepts responsibility of the job.

2. After 10 days, the College will pay Step I of the higher position.

L. PROMOTION

Any employee who is promoted to a position within their classification, which carries a higher wage, shall be moved to the step closest to their current wage, without going under, and then up one step. This will go into effect as soon as he/she accepts the responsibility of the higher position.

M. CLASSIFICATION PAY

Employees regularly employed in two (2) or more classifications shall be paid according to the salary schedule of and in proportion to the work in each classification.

ARTICLE VII

OTHER BENEFITS

A. TRAVEL REIMBURSEMENT

1. Employees authorized by their supervisors to use their own vehicles for travel in their work for the College shall receive the current IRS rate per mile in use by the College plus an additional 12 cents for each mile for carrying tools or materials.

2. Each employee, on special assignment required to travel out of Kent County, shall be eligible for food (actual purchase) reimbursement not to exceed the College per diem rate. Receipts must be provided.
B. **TUBERCULIN SKIN TESTS AND/OR X-RAYS/HEPATITIS B SHOTS**

If required by law, and/or identified as a Category “A” job classification in the Blood borne Infectious Diseases Exposure Control Plan, each employee shall receive, at no cost to the employee, a tuberculin chest x-ray or tuberculin skin test or Hep B shots provided the employee reports on dates and places scheduled by the College. The College representative shall specify which of the above will be administered. Each employee receiving the tuberculin test from the College must have the test read at the time and place designated at the time the test was given. All other readings shall be considered invalid and the test must be repeated.

C. **INSURANCE**

1. **Health Care Employee Consortium:** 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.

   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 representatives.

2. **Health Insurance:** The College shall follow the law with respect to employer contributions toward health care premiums. Effective July 1, 2012, CEBA members will be offered MESSA choices. 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 health care coverage, he or she may elect to receive additional compensation, in the amount of $150.00 a month in lieu of the Health Insurance provided in VII.C. No employee will be entitled to elect this option unless he/she provides proof of health insurance from another sources showing he/she is not in need of such benefit.

Voluntary Benefit Options:
1. Short-Term Disability
2. Long-Term Disability
3. Term Life Insurance
4. Cancer Intensive Care Insurance
5. Other options agreed to by the Association
6. Any combination of the above.

D. Each part-time employee working at least 20 hours per week is entitled to the benefits described in C.2. pro-rated to the amount of time worked as follows:

   20 hours - 27.25 hours = 1/2 payment
   27.5 hours - 32.25 hours = 3/4 payment

Each part-time employee (at least 20 hours but less than 32.5 hours per week) 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.

E. Each employee may select additional coverage as authorized pursuant to the insurance carrier's rules and regulations, paid by the employee via payroll deductions.

F. Each employee must select 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 varies depending on policy selected.
2. Employee and spouse
3. Employee only
4. Option Plan
5. None

G. The benefits provided above (MESSA and Priority Health) shall include a hearing care benefit.

H. Each employee must complete an application within thirty (30) days from 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 Benefits Office within thirty (30) days.

3. **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 included 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 dependent care. Contributions to the account, up to $5,000 per-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 College.

4. **Dental/Vision Reimbursement Program**
   
   A. Beginning each fiscal year on July 1 and ending the following June 30, the College may reimburse 90% of the actual dental and/or vision charges paid by the employee not to exceed $2,500 in total combined dental and vision benefit a year for full family.
   
   a. The College may provide reimbursement as set forth herein, subject to the caps provided under this program, to each full-time employee who is employed at least thirty-two and one-half (32.5) hours a week and is assigned to position(s) for the duration of at least the academic year.
   
   b. Each employee and immediate dependent family member (spouse, son, daughter, and/or minor child assigned to the employee by a court according to IRS guidelines) will be provided with dental/vision care.

1. **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</td>
</tr>
<tr>
<td></td>
<td>Ophthalmologist</td>
</tr>
<tr>
<td>Fillings</td>
<td>Correctable lenses by prescription</td>
</tr>
<tr>
<td></td>
<td>Regular or Contact</td>
</tr>
</tbody>
</table>
Fluoride treatment | Frames  
Extraction | Lasik Surgery  
Diagnostic X-rays |  
Root Canals |  
Crowns |  
Oral Surgery |  
Bridge, denture and partials |  
Anesthetics |  
Orthodontics * |  
Oral Maxillofacial Surgery |  
Periodontics |  
Endodontics |  

2. Service and Materials Not Covered:

<table>
<thead>
<tr>
<th>DENTAL</th>
<th>VISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any service or supplies 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</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 a similar training and experience).</td>
<td>Charges to which benefits are provided under Worker’s Compensation, other laws, other insurance’s, or other Board policies, rules, etc....</td>
</tr>
</tbody>
</table>

* For details contact Payroll/Benefits

Preventative Care Services:

**Dental**
Claims for covered dependents under age 18 for oral examination and fluoride treatment are reimbursed at 100% and are not subject to the Benefit Year dollar amount, if these services are not covered under the employee’s health insurance plan.

**Vision**
Claims for covered dependents under age 18 for routine vision examination reimbursed at 100% and are not subject to the Benefit Year dollar amount, if these services are not covered under the employee’s health insurance plan.
c. **Reimbursement Procedure**

1. At time of employment an enrollment card must be filled out (for dental and vision coverage) and submitted to Human Resources. You are eligible for reimbursement on the first of the month following your date of hire.

   (Note: Payments shall not be processed until these forms are on file in Human Resources)

2. The employee must pay the full cost for care protection and submit the following to the Plan Administrator Offices:
   a) The original bill or invoice (the bill or invoice must be itemized);
   b) Evidence of payment (i.e. itemized bill and paid receipt)
   c) A complete and signed "Dental or Vision Reimbursement Claim Form."

5. **Life Insurance Benefit**

   a. The College will provide a $35,000 life insurance benefit for each full-time (at least 32.5 hours per week/school year assignment) employee.

   b. The College will provide a $12,000 life insurance for each part-time (working at least 20 hours per week but less than 32.5 hours per week/school year assignment) employee.

   c. Each full-time employee who retires or becomes disabled and who has at least ten (10) years employment with the College shall have the life insurance benefit stated in Article VII.C.5.a. above continue for eighteen (18) months after termination from employment due to retirement or disability.

   d. The College will provide the life insurance benefit on the employee’s primary position only.

6. **Workers' Compensation/Special Accommodation in Workplace**

   a. When employees are injured on the job they are required to contact their supervisor immediately to complete an Injury Report.

   b. Efforts will be made to accommodate employees who received injuries, while on the job, and they will be encouraged to return to work and will be paid at a rate comparable to pay rate received when the injury occurred. Each case will be dealt with on its individual merits.

   c. Whenever an employee receives Workers' Compensation Benefits, he/she shall be paid the difference between such benefits and his/her regular salary or wage by the College provided he/she is eligible for sick leave. Such
difference shall be deducted from his/her sick leave accumulation. An employee shall receive holiday pay while on workers’ compensation for only so long as the employee has not exhausted his or her sick leave benefit.

d. During the first three (3) months an employee is on Workers' Compensation, there shall be no interruption in benefits. After three (3) months all benefits, except seniority, terminate, unless otherwise provided in this Agreement.

e. Medical Insurance and Dental/Vision Reimbursement Program shall continue for twelve (12) months from the date of being placed on Workers' Compensation.

An employee who is on Workers' Compensation and who is eligible for a portion of his/her sick leave shall receive insurance premiums paid for by the College for nine (9) months following the exhaustion of such sick leave.

Further, after twelve (12) months of being placed on Workers’ Compensation and pursuant to the rules of the applicable health insurance carrier, the employee may, at the employees cost, continue hospital/medical coverage according to the Federal COBRA Laws.

7. **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 90 calendar days except that those employees employed over two years at the Grand Rapids Community College and who meet the vesting requirements of the Michigan Public Schools Retirement System (10) years shall qualify for benefits after 60 calendar days.

c. **Amount of Benefit:** The amount of the benefit shall be 50% of monthly earnings 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 Michigan Public Schools Retirement System (10) years, the amount of the benefit shall be 66 2/3 percent of monthly earnings with the same offsets.

d. Monthly payments subject to any limits contained in the plan document. Refer to Plan Document for eligibility and maximums. Benefits are paid on the primary position; offsets for Workers Compensation, Social Security, Medicare, State of Michigan Teachers Retirement may be required under the Plan Document.
e. For a full description of your coverage, consult the Plan Document on file in the HR/Benefits Department. Where there is a conflict between the description in this Handbook and the Plan Document, the Plan Document is controlling.

D. UNIFORMS

1. The College shall provide uniforms to the employees as follows:

a. At the time of new hire or transfer to a new department within the college, an employee shall receive uniforms as indicated below.

   1. Maintenance Staff, Print Solutions Staff, Shipping and Receiving Staff, Grounds Staff, and Mechanics: Six (6) uniforms or twelve (12) pieces (painter’s uniforms shall be white).
   2. Operations Staff: four (4) uniforms or eight (8) pieces.

b. All employees will receive replacements for damaged, worn or ill-fitting uniforms not to exceed the new hire issue allotment each year. Damaged, worn, or ill-fitting uniforms must be turned in to supervision in exchange for replacement uniforms. Exceptions will be granted at the discretion of the employee’s supervisor where uniforms have become damaged or worn as a result of work related incidents. Replacements pieces may be of a different type (example: pants for shirts). Pieces turned in for replacement need not be from previous year but may be from prior years.

c. Employees shall receive one coverall upon request in addition to uniforms. Those employees having already received a coverall will receive a replacement for a damaged, worn or ill-fitting coverall on the same terms and conditions as uniform pieces.

d. Employees may request at time of hire, transfer or replacement one jacket in lieu of two (2) uniform pieces.

e. Uniform shorts will be available to employees at time of hire or transfer and through the annual replacement process. Uniform shorts shall not be worn if to do so violates MIOSHA standards. Wearing shorts is limited to the season beginning the first Monday following college graduation until one week prior to the start of fall semester.

f. Maintenance staff will be reimbursed up to 150.00 for the purchase of safety shoes or ANSI certified shoes where required, for each year of the contract.

g. Grounds employees shall receive one (1) pair of safety shoes per year. Operations Staff, whose job responsibilities include assisting grounds (currently 6 persons), shall receive one (1) pair per contract provided the
eligible employee presents a receipt for purchase of same within thirty (30) days following the purchase.

2. Each employee shall be responsible to clean and maintain the uniforms furnished to him/her and shall wear the uniforms properly while on duty.

E. SAFETY EQUIPMENT

1. The College shall provide prescription safety glasses for those individuals who wear corrective lenses and whose work responsibilities require eye protection by MIOSHA/OSHA or any other regulations. Approval forms shall be required through the Human Resources office.

2. If Personal Protection Equipment (PPE) is required by MIOSHA/OSHA guidelines, to perform assigned work duties, it will be provided by the College. To acquire this equipment, contact the appropriate Building Manager.

F. LICENSES

1. The College shall reimburse each employee for the cost of commercial driver’s license renewal provided same is required to perform his/her assigned function.

2. All other license fees and/or expenses shall be paid by the College.

G. ASSAULT AND BATTERY

1. If an employee, acting in the line of duty, is assaulted, the incident shall be immediately reported to Campus Police. The College shall provide legal assistance to the employee in connection with the handling of the incident. Such assistance shall include the provision of legal counsel if deemed necessary by the College.

2. In case of an assault by a student or students on an employee, while the employee is acting in the line of duty, causing damage to the employee's regular clothing and/or glasses, the College shall make an equitable financial settlement for such loss with the employee involved. Such damage shall be reported immediately to Campus Police.

3. Employee Injury: In cases of an assault resulting in an injury inflicted by a student on an employee while he/she is acting in the line of duty as an employee of the College and the employee has been found not to have provoked the injury, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the College. When Workers' Compensation is paid, the College shall pay the difference between that sum and the employee's regular salary, not to exceed one (1) year. Should the injury to the employee be of such a nature as to cause an inability on the part of the employee to perform his/her duties beyond the above one (1) year provision, this section shall in no way waive the
rights of the employee to pursue claims for liability. During the above period of such
disability, said employee shall be entitled to full applicable privileges included in this
agreement.

H. PARKING

Each employee shall pay $5.00 per month from September through April in exchange for
the opportunity to be assigned parking on campus. Parking fees are paid through payroll
deduction and are pre-taxed.

I. FORD FIELDHOUSE

CEBA members and their dependents are entitled to enjoy the full use of recreational and
Health Club activities and equipment of the Ford Fieldhouse when the building is
available. CEBA members are entitled to free Full Service Memberships in the Ford
Fieldhouse Health Club. CEBA members and families will abide by the rules of operation
that apply to other full service members.

ARTICLE VIII

VACATIONS AND HOLIDAYS

A. VACATIONS

1. General Conditions

a. Vacation time is computed and earned on a fiscal year basis (July 1 of each
year).

b. Vacation granted for a fiscal year must be taken during the same fiscal year
unless the Director of Human Resources agrees to an alternative procedure.
Up to ten (10) unused vacation days will be automatically rolled over to the
next fiscal year, to be used before December 31 of the next fiscal year. In the
event these rolled over days are not used by December 31 of the next fiscal
year, he/she may have a maximum of five (5) days credited to the employee’s
sick bank. It is the employee’s responsibility to notify the payroll office in
writing by December 31 of his/her intent to transfer these days into the
employee’s sick bank or such unused vacation days will be forfeited.

c. If an employee has accumulated comp time in excess of 40 hours as of May
31st of any year of this contract, for any requested time off in June of that year
he/she must use comp hours in excess of 40 hours first before vacation hours
are used.

d. Arrangements for vacations must be made with and approved by the
employee's supervisor in advance. If more employees want a certain vacation
period than can be spared at that time, preference shall be given to the employee with the longest period of service except where a less senior employee’s vacation has already been approved.

e. Vacation pay will be paid on the regular pay day for that period which the employee was on vacation.

f. Upon termination of an employee's service, the earned unused vacation shall be allowed and paid to the employee.

2. Length of Vacation for Full -Time Employees

a. Only 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.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Length of Service</th>
</tr>
</thead>
<tbody>
<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>

3. Each employee working less than eight (8) hours per day and/or less than twelve (12) months per year shall be entitled to the pro-rated vacation allowance, which is granted to full-time employees both in number of days per year and number of hours per day.

B. HOLIDAYS

1. General Conditions

Each employee is eligible for holiday pay provided:

a. The employee completes his/her last scheduled work day prior to the holiday and commences work at the scheduled time of his/her scheduled work day after the holiday.

(Note: The holiday pay will be paid only if the last and next scheduled work days are within one week of the holiday; this includes the Fourth of July).
b. In the event an employee is unable to work the days before or after a holiday because of proven illness or injury, requirement "B.1.a" above shall not apply.

2. **Number of Days for 41 - 52 Week Employees**

   a. Each employee will be entitled to be paid the number of hours he/she normally would work per day for each of the following holidays each year: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, April/March Break (Spring Holiday), Memorial Day and a variable holiday.

   b. Each employee will also be entitled to be paid one-half (1/2) the number of hours per day he/she normally would work for the P.M. of Christmas Eve and the P.M. of New Year's Eve.

   c. These holiday provisions shall be implemented during this contract term by paying employees for the following days on which they shall not be required to work

   *If the College closes in observance of Martin Luther King Day, GRCCEBA will be entitled to that day off as a holiday.

### 2012-2015 HOLIDAYS

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas Eve 1/2 and Variable 1/2</td>
<td>12/24/2012</td>
<td>12/24/2013</td>
<td>12/24/2015</td>
</tr>
<tr>
<td>New Years Eve 1/2 and Variable 1/2</td>
<td>12/31/2012</td>
<td>12/31/2013</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>New Years Celebrated</td>
<td>1/1/2013</td>
<td>1/1/2014</td>
<td>1/1/2015</td>
</tr>
</tbody>
</table>

3. **Number of Days for Non-52 Week Employees**

   a. Each employee working 32-40 weeks per year will be entitled to be paid the number of hours he/she normally would work per day for each of the following holidays each year: Labor Day, Wednesday before Thanksgiving Day, Thanksgiving Day, and Friday after Thanksgiving, Christmas Day, New Year's Day, and

   c. This holiday provision shall be implemented during this contract term by
paying employees for the following days on which they shall not be required to work.

**Non 52-Week Employees Holidays**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>New Years Celebrated</td>
<td>1/1/2013</td>
<td>1/1/2014</td>
<td>1/1/2015</td>
</tr>
</tbody>
</table>

4. Variable Holiday – The variable holiday will be used during the Holiday shut down period. For shut down schedules for the duration of this contract see Appendix D.

5. The following employees shall not be entitled to holiday pay:

   a. Employees who are on official leave of absence without pay. This excludes employees on a paid/unpaid FMLA period.

   b. Employees on suspension.

   d. Employees who are laid off.

**ARTICLE IX**

**OTHER TIME-OFF ALLOWANCES**

**A. PERSONAL DAYS**

Each full-time employee, i.e., (32.5) hours per week and fifty-two (52) weeks per year, is entitled to (24) twenty-four hours of personal leave (non-accumulative) each fiscal year. Each part-time employee working at least 20 hours per week and (52) weeks per year is entitled to (12) hours of personal leave each fiscal year (non accumulative). New or rehired employees will receive a prorated amount based on start day for the current fiscal year. Personal days must be requested in writing or by email for approval by their immediate supervisor or designee. Allow ample time for return notice of approval to the employee.

Conditions for personal leave:

1. His/Her request for personal leave day be made, in writing or by email for
approval by their immediate supervisor or designee in ample time for return notice to the employee.

2. To be eligible an employee has completed six (6) months of employment as of the date of the leave.

B. SICK DAYS

1. Sick pay will accumulate and be paid as follows:
   a. Probationary employees are not eligible for sick leave with pay until the completion of six (6) months of continuous employment, at which time six (6) days will be credited.
   b. Non-probationary employees will be granted one day per month of employment credited in advance each fiscal year.
   c. Unused sick time accumulates without limitation.

2. Accumulated Sick Leave Time May Be Used For:
   a. Absence from work because of personal injury or illness or on orders of a physician.
   b. Normal dental and medical appointment which cannot be scheduled after working hours.
   c. To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and five (5) working days for immediate family member for emergency or injury.
   d. Immediate family member is defined as spouse, child, father, mother, brother, sister, step of above; father mother, sister, daughter, brother and son-in-law; grandparent, grandchild, spouse’s grandparent. Foster child or any minor child living with the employee under a court order.
   e. If CEBA employee is qualified for FMLA to care for a child/spouse/parent, the employee may use up to 12 weeks accumulated sick time, depending upon the individual FMLA eligibility.

3. Vacation Donation Bank: See Appendix C

C. BEREAVEMENT

1. In the event of the death of an immediate family member as defined in #5 below, an employee will be granted paid leave, not chargeable to accumulated sick time not to exceed 5 work days if the deceased lived in the state of Michigan or 7 work days if the deceased lived outside the state of Michigan.
2. 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.

3. Employees must notify their immediate Supervisor of their intended absence before their scheduled starting time stating their relationship to the deceased.

4. Employees may be required to provide documentation when reporting to work on their first work day following their absence. Failure to comply with this provision may result in the withholding of pay for such leave days.

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

D. APPROVAL OF SICK LEAVE/ BEREAVEMENT LEAVE

1. Employees must notify their immediate supervisor (personally if possible) of their intended absence before their scheduled starting time stating the nature of leave (illness, death and relationship of the deceased), and where they can be contacted during the leave.

2. Employees may be required to give the College documentation of the reasons for such absence. If there is a verification requirement, the employee will be advised within 3 days of returning to work of the requirement. Failure to comply with this provision will result in the withholding of pay for such leave days.

3. Employees absent because of disability caused by personal illness or injury may be required by the Director of Human Resources to report for examination by health care providers of the College's choice.

4. Accumulated sick leave time ends upon severance or suspension of employment except when a leave of absence is granted.

E. JURY DUTY

In the event an employee is summoned for jury duty, or is under the 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 provides the immediate supervisor the court order, or subpoena upon receipt thereof. The employee shall be expected to be at work during regular working hours when not required to be absent because of the court proceedings. A second and third shift employee shall, however, have his/her work hours reduced by the amount equal to the hours served as a juror or witness during non-working hours. Whether this shall occur at the beginning or end of the employee’s shift shall be at the discretion of the immediate supervisor. Payment received from the court for jury duty services (excluding expenses for mileage, parking,
and/or meals with proper receipts) shall be remitted to the Human Resource Department.

ARTICLE X

LEAVE OF ABSENCE

A. LEAVES UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. Employees will be granted the full benefit and privileges allowed under the Family and Medical Leave Act following the completion of an FMLA application by the employee or a family member. Requests for leaves of absence under the Family and Medical Leave Act (hereinafter "Act") shall comply with the Act.

2. Employees shall have the option to use vacation days for FMLA leave as defined under the Act. It is the responsibility of the employee to notify the appropriate payroll representative of their desire to be paid vacation time while on an FMLA Leave. In the case of possible forfeiture at fiscal year-end, an employee may elect to use vacation up to the amount of forfeiture.

II. Employees are required to use accumulated paid sick leave days for FMLA for purposes of their own illness.

III. In determining the twelve (12) months in which FMLA leave may be taken, a rolling twelve (12) month period is calculated rolling backwards from the date the requested last leave commences. A leave of absence begins on the first day an employee is off of work for an FMLA approved reason.

IV. The 12-month period is calculated rolling backwards from the date the requested last leave commences.

V. The employee will be responsible for the employee cost share portion of the premium during any continuation of insurance. You must make arrangements to continue your contributions during any time you have no income during the period of your leave.

6. 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
B. OTHER LEAVES (NON-FMLA)

1. GENERAL

a. At the discretion of the College, employees may be granted a leave of absence without pay for purposes other than those included in the Family and Medical Leave Act.

b. Requests for leave without pay shall be in writing, signed by the employee and the immediate supervisor and shall state the reasons for the leave. Approval or disapproval shall be given to the employee, in writing, by the Director of Human Resource.

c. With no agreement between the Director of Human Resources and the employee to the contrary, an employee on leave shall have the following reinstatement rights: If fiscal resources and organizational structure permit, upon the expiration of an approved leave of twelve (12) weeks or less, unless otherwise required by law, (s) he shall be returned to the first available position for which (s) he is qualified within the bargaining unit. After one (1) year from the expiration of any unpaid leave, the College has no obligation to reinstate the employee.

d. Health insurance will remain in place until the end of the month in which the leave begins.

e. No leaves shall be granted for other employment.

2. MILITARY SERVICE

A leave of absence shall be granted through the Human Resources Office to any employee who is inducted or enlists in any branch of the Uniformed Services of the United States and will be granted a leave without pay for the period of military service, in accordance with applicable federal and state laws. The day of the Selective Service physical examination will be with pay.

Upon the expiration of the approved leave of absence, the employee will be responsible to submit a written request to the Director of Human Resources for re-employment and it must be accomplished within the time limits as outlined by law. To be reemployed, the employee must be competent to perform his/her required duties, have been honorably discharged from military service and report to work on a timely basis as outlined by federal and state laws. In addition, it is the responsibility of the employee to submit to the Director of Human Resources or designee the official documents to support the above honorable discharge and the duration of military service. The employer is obligated to restore the individual to his or her former position or to a position of like seniority, status and pay. The employee shall receive full credit on the salary schedule for the time served, provided the employee has met
the above re-employment criteria.

If you are a reservist or member of the National Guard, you are granted time off with pay for required military training. Upon conclusion of military training an employee will be guaranteed their former position or a comparable position, one which includes the same shift and pay step. The employee will continue to accrue seniority and longevity while engaged in a military assignment. Eligibility for reinstatement after military assignment is determined in accordance with applicable federal and state laws.

3. **ADOPTION/FOSTER CARE LEAVE**

   a. The College shall grant a leave without pay, not to exceed six (6) months, to any employee who is to be absent from his/her position for the purpose of caring for a child who is placed in his/her residence or may be placed as a newborn, adopted, or is placed in the employee's legal custody by a court of competent jurisdiction.

   b. Any employee placed on such leave shall not be employed elsewhere during the period covered by the leave. If so employed, the leave is void and, therefore, canceled.

   c. The employee will be returned to the position the employee occupied prior to the beginning of the leave or to an approximate equivalent position.

4. **OTHER LEAVES**

   The College may grant leave with pay for other purposes.

C. **CONTINUATION OF BENEFITS**

1. Family Medical Leaves (FMLA) 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 College for medical, dental, and vision expenses/premiums incurred except as required by law.

2. Non-FMLA Leaves – Medical, dental, and vision benefits remain in place until the end of the month in which an employee starts the official unpaid leave of absence except if contrary to the provisions of the applicable outside insurance carrier, Employees will be offered the opportunity to continue benefits according to the federal COBRA laws.

3. Employees who become disabled outside of College employment must use their sick leave and may use earned vacation days. All benefits remain in place until the end of the month following the exhaustion of all paid time (i.e. sick leave and
vacation). After benefits terminate, the employee may, at the employee’s cost, continue hospital/medical coverage and/or dental and vision coverage according to the federal COBRA laws.

ARTICLE XI

JOB RELATED INFORMATION

A. DEFINITIONS

1. The word "seniority" means continuous service with the Grand Rapids Public Schools and the Community College of Grand Rapids, Michigan in a position(s) represented by the GRCCEBA bargaining agent.

2. "Department seniority" means continuous employment service in a specific department of the Grand Rapids Public Schools and Grand Rapids Community College represented by the GRCCEBA Association (see Article II, section A).

3. The word "layoff" means reduction in the work force for any reason with re-employment rights.

4. The word "discharge" means severance of employment with no re-employment rights.

B. SENIORITY

1. There shall be a seniority list for each of the departments establishing the length of service that the employee has been employed in the department.

2. Officers and Stewards - For layoff purposes, officers and stewards of the Association shall assume top seniority, unless removed pursuant to other sections of the Agreement, in their departments while holding office. The total number of officers and stewards shall not exceed nine (9).

3. Seniority shall be lost if:
   a. the employee quits, retires or is discharged;
   b. the employee is absent for ten (10) working days after a leave expires;
   c. the employee is laid off for more than twelve (12) months or does not return when he/she is recalled from layoff within ten (10) working days. It is the employee’s responsibility to notify the College of a correct
address for purposes of mailing recall notices.

d. the employee is transferred to a position outside the collective bargaining unit, unless employee returns to such unit, then his/her former seniority shall be reinstated.

4. The College shall give written notice to the Association secretary of the positions available and the rate of pay for same as soon as the positions are known to the College.

5. Students, summer employees, subcontractors and/or other temporary help shall not displace employees from employment who are covered by this Agreement.

a. In the event that an adequate number of employees are not available to work overtime, after the College has provided an equal opportunity to GRCCEBA employees (through the rotation list), the College shall have the right to subcontract custodial services. This shall apply only for outside special events at the Ford Field House.

C. LAYOFF AND RECALL PROCEDURE

1. If layoff occurs for any reason and probationary employees are employed in those departments where layoffs shall occur, they shall be the first to be laid off. The College shall not be required to recall any probationary employee who was laid off.

2. If layoffs are required, employees shall be laid off according to the inverse order of seniority in that department, provided that the College is not required to keep any employee at a position for which he/she is not qualified. In the event of a layoff in a department, the employees laid off shall have the right to assert seniority in any department and/or position covered under this bargaining agreement, for which they are qualified and for which there are employees with less seniority.

3. When the work force is increased following a layoff, employees laid off as described above shall be recalled in the inverse order of layoff, provided that the College is not required to recall any employee to a position for which he/she is not qualified.

4. Employees to be laid off shall be notified, in writing of any layoff a minimum of thirty (30) working days before the layoff begins.

D. DISCIPLINARY ACTION

1. For each new employee, the first six (6) months of employment are a probationary period. During this period, the employee may be discharged by the
College for any reason at any time.

2. The President or designee may discipline any other employee for failure to properly perform the duties of his/her assignment or position and/or misconduct constituting just cause leading up to and including discharge.

3. At the time of administering disciplinary action, in writing, or suspension without pay, or dismissal from employment, the affected employee shall be advised of his/her right to have an Association representative present at the time of such action and an Association representative shall be present if the employee requests same.

4. In the event an employee is absent for more than three (3) working days, without official leave of absence, such absence shall constitute just cause for termination. The affected employee may be sent termination notification by certified mail at last known employee address. The employee shall have two (2) working days to respond to such notification and attempt to justify his/her absence. The College, at its discretion, may accept the justification or discipline and/or terminate the employee.

E. VACANT OR NEW POSITIONS

1. All employees who are interested in promotion and/or transfer may, at any time, submit their request, on the forms provided by Human Resources who will review the application each time a position becomes vacant. A copy of the up-to-date list shall be made available to the Association president upon his/her request. The transfer request is valid for one (1) year from the date of application.

2. The request for transfer only puts the administration on notice of an employee’s interest in a particular position. The employee must also file an application for the position if it is posted. When other factors such as experience and seniority are comparable, a strong showing of interest demonstrated by the request for a transfer may be a consideration.

3. The College will maintain an ongoing status report regarding CEBA position vacancies. This report will be made available to CEBA leadership on an ongoing basis.

4. If a CEBA position is going to be filled, the position will be submitted to cabinet for approval within 14 working days from the first day the position is vacant.

5. If a CEBA position is going to be filled, the position will be posted internally, through Human Resources, within 20 working days from the first day the position is vacant.
6. The College shall notify the employees by email of newly created or vacant positions, except for entry level custodial positions within the bargaining unit. CEBA employees shall have five (5) working days after notice is given to apply for the internally posted position.

7. To be considered for an interview, an employee must be removed from probation and not currently be subject to disciplinary action based on job performance.

8. Interviews will be conducted with three (3) or more people present: One (1) from Human Resources, One (1) from Applicable Management, One (1) Appropriate CEBA Representative.

9. When the skills and abilities of the applicants are equal, the applicant with the longest period of service within the department will be appointed to fill such vacancy. Employees who did not receive a position for which they applied will receive a letter notifying them of this. An employee may request a meeting with the appropriate individuals to discuss why they were not selected for a position and to discuss improvements they can make to their current job performance which may help in a successful bid for another opening.

10. The College shall attempt, whenever possible, to fill any vacancies with existing employees prior to hiring persons outside the employment of the College.

F. PROBATIONARY PERIOD

1. For each new employee, the first six (6) months of employment are a probationary period. During this period, the employee may be discharged by the College for any reason at any time.

2. Any entry-level custodian hired after July 1, 2002 shall have a waiting period of one-year from date of hire and then are transferred into the Custodian I classification on the one-year anniversary date.

G. TRANSFERS

1. Each employee who moves into a new classification is on probation for the first six (6) months in that classification. If the employee is unsatisfactory or not qualified, he/she will be returned to previous job status providing a vacancy exists or to a position which he/she is capable of performing.

2. Each employee who moves into a promotional (higher rate of pay) position within a department shall be on probation not to exceed ninety (90) days. If, during this probationary period, the employee is judged unsatisfactory by the administration or at the employee's request, the employee will be returned to his/her previous job status and shift or one approximately equivalent.
H. CLASSIFICATION UPON TRANSFER (Custodians)

If an employee classified as a Custodian II or Custodian III applies for and is selected to voluntarily transfer into one of the following posted positions: Custodian I or Custodian II, the employee’s classification and step placement shall not be reduced as a result of the transfer. However, if the employee is moving from a second or third shift position to a first shift position, the employee is no longer eligible for shift premium pay.

I. VOLUNTARY INTERNAL TRANSFERS

If an employee applies for and receives an internal transfer, the employee will not be considered for other Association positions that are posted for six months from the date of the transfer.

ARTICLE XII

HOURS OF WORK

A. WORK SCHEDULES

1. Individual work schedules or changes there to showing employee's shift, work days and hours shall be furnished to each employee by his/her immediate supervisor only after receiving approval from the departmental supervisor.

   Day (1st Shift) assignments will begin between these hours as follows:
   
   **Maintenance:** 5:00 a.m. - 9:00 a.m.
   **Operations:** 5:00 a.m. - 9:00 a.m.

   Evening (2nd Shift) assignments will begin between these hours as follows

   2:00 p.m. - 5:00 p.m.

   Night (3rd Shift) assignments will begin between these hours as follows:

   9:00 p.m. - 11:00 p.m.

2. Each employee shall be prepared to begin work at the time scheduled.

3. Each employee working over four (4) hours per day shall receive one-half (1/2) hour of non-paid uninterrupted lunch period. Each employee may take his/her lunch period away from the work site.

4. All hours worked within a shift shall be continuous except for the lunch period, which shall not exceed one (1) hour.
B. NORMAL WORK WEEK AND ASSIGNMENT

1. The normal full-time work week and assignment (including part-time employees) shall consist of five workdays beginning with Monday through Sunday.

2. Each individual employee shall have a regular work assignment which shall include specific start and end times (no floating or flexible hours), days of the week and shift designation.

3. No currently filled position or new position once filled shall be altered as to start and end times, days of the week or shift designation except as provided in 4. Below. No position shall be eliminated nor any employee be laid off or terminated to accommodate the creation of new positions having different start and end times, days of the week or shift designation.

4. If it is desired to change a currently filled position, the following conditions shall apply:
   
   a. No change shall occur or non-normal workweek established unless there is mutual agreement between the Administration and the employee.

   b. The Association representatives, the Administration and the employee involved shall be present to discuss the change of position or the non-normal work week position.

   c. The agreement shall be signed by all present. Copies will be given to all present and the original documents shall be kept on file in the Personnel Department.

5. If it is desired to make a change to the normal work assignment for a currently filled position in Printing Solutions, the following conditions shall apply:

   a. Representatives of the College and Association shall meet to discuss the change.

   b. There must be agreement that there is justifiable reason for the change due to customer service requirements or other relevant circumstances.

   c. If no employee(s) desire to work the new schedule, employees will rotate on these added schedules in two week intervals. Selection of the two week intervals to be worked will be by seniority with the most senior employee having first choice.

   d. A copy of the new work assignment will be provided to the employee(s) as provided for above.

C. REST PERIOD

Each employee assigned to work four (4) hours or multiples thereof shall be provided a fifteen (15) minute rest period during each one-half (1/2) shift. Whenever practicable, the
rest period shall be scheduled at the middle of each such period. Rest periods shall be taken on the work site unless the employee is in transit between work sites.

D. CLEANUP

At the close of the workday, equipment and tool cleanup shall be scheduled to be finished at the final quitting time. Prior to lunch and quitting time, five (5) minutes will be allowed for personal wash-up and/or changing of clothing.

E. TIME AWAY FROM THE JOB

Personal time away from the job shall take place only if approval is received from his/her immediate supervisor.

ARTICLE XIII

MISCELLANEOUS

A. TUITION WAIVER FOR GRCC CLASSES

1. GRCC Classes: Tuition Waiver for Grand Rapids Community College Tuition for Employee, Employee’s Spouse and Eligible Children

   a. Full-time (employed at least 32.5 hours a week) and part-time employees (20 hours and above) shall be eligible after six (6) months of the College employee’s continuous employment prior to the beginning of the semester. Part time employees working less than 20 hours per week are eligible for tuition waiver for 4 contact hours per semester for the employee only.

   b. 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.

   c. Spouses or dependent children of part-time employees may receive prorated waiver based on the College employee’s work schedule.

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

   e. Tuition and fees will be waived for the first 12 contact hours, regardless of any other available sources of financial aid.

   f. Employee’s course work may not interfere with the employee’s assignment.

   g. Tuition waiver for each full-time employee, spouse and eligible child shall not exceed twelve (12) contact hours 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. Part-time employees will have prorated tuition waiver based on the number of hours worked per week during the College’s fiscal year.

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

In cases where a CEBA employee’s spouse is faculty or adjunct faculty, dependent tuition waiver will be in addition to any benefits the spouse is entitled to receive under the provisions of the faculty collective bargaining agreement.

B. TUITION REIMBURSEMENT

For Non-GRCC Classes: Reimbursement for up to twelve (12) credit hours per fiscal year, plus fees for courses taken at institutions other than Grand Rapids Community College. The cost of tuition reimbursement at other institutions shall not exceed $300 per credit hour.

Tuition reimbursement for the non-GRCC classes must meet the following requirements:

a. The student must receive grade “C” or better in the course.

b. Course work may not interfere with a GRCCEBA member’s work assignment (exceptions must be approved in writing, in advance by the President of the College or designee.)

c. A Tuition Benefit Form or other course approval application must be submitted to the Human Resources Department at least ten (10) days prior to the beginning of the course.

d. Within 30 days of completion of an approved course, the employee shall resubmit to the Human Resources Office the Tuition Benefit Form along with a copy of the grade slip and tuition receipt. Financial Services shall make payments according to established procedures.

e. The GRCCEBA member must be actively employed at the college when the request for reimbursement is submitted by the employee/spouse and/or dependent, (actively employed means in a paid status.)

f. Employees on unpaid leave of absence shall not qualify for tuition reimbursement.
C. AGREEMENT COPIES

The College shall provide all employees with a copy of this Agreement and shall provide all new employees with a copy of this Agreement within one (1) week from the date of hire. Additional copies will be available in the Human Resources Office.

D. AUTOMOBILE VANDALISM AND/OR THEFT

Employees shall be reimbursed for the damage to the employee's automobile because of vandalism or theft at the rate up to $100.00 on the first claim within each fiscal year, and total payment on the second or subsequent claim within the same fiscal year, subject to the following conditions:

1. 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 as assigned by the appropriate College administrator. This provision does not cover auto accidents which occur in designated College parking areas.

2. The items damaged or stolen are attachments to and are regular accessories of the automobile. Personal hand tools when stolen from a personal vehicle while the employee is acting in the line of duty shall be replaced at a value not to exceed $150.00. NOTE: tapes, CDs and add-on equipment systems are not considered to be a regular accessory.

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

4. The damage/loss was reported to Campus Police and the employee's immediate supervisor, in writing, within two (2) working days after the discovery of the same.

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

6. The employee shall fill out and sign the "Automobile Vandalism Report" in its entirety. These forms are available at the Campus Police Office (418 Main) or the Business Services Office (310 CPPB).

E. RETIREMENT BENEFIT

Each employee who has reached the age and service requirement of the Michigan Public Schools Employee Retirement System and has completed at least ten (10) years of service with the Grand Rapids Public Schools prior to December 31, 1991, and/or the Grand Rapids Community College shall receive, upon retirement $45.00 for each day of unused sick leave days or $50.00 per year of service, whichever is the greatest.

The designated beneficiary (on file) of each employee who dies shall receive upon the
employee's death the same, if the employee had ten or more years of service.

Tax Deferred Pay Plan – Benefits payable at the time of retirement (accumulated vacation and sick time and retirement incentive pay) shall be paid through a tax-deferred account that has been established by the College.

F. **JOINT CONFERENCING COMMITTEE**

The Association and the College agree to use joint conferencing between the Administration and the Association, to be held at regularly scheduled quarterly meetings and at other times as needed. The agenda items will be mutually agreed upon by both parties. If these agenda items result in mutual agreement to amend the contract, such amendments will be reduced to writing and signed by both parties, subject to ratification by the Association membership.

G. **PROFESSIONAL DEVELOPMENT**

Employees shall be provided professional development opportunities on paid time with prior approval of immediate supervisor.

**ARTICLE XIV**

**STRIKES AND PENALTIES**

A. **NO STRIKE**

The Association nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

B. **EMPLOYEE PENALTY**

Willful violation of this Agreement and/or Article by any employee or group of employees will constitute just cause for discharge and/or imposition of discipline or penalties.

C. **ASSOCIATION PENALTY**

In the event of a violation of this Article by the Association, the College shall have the right to seek injunction relief and damages against the Association.
ARTICLE XV

DURATION

This Agreement shall be effective on July 1, 2012 and shall remain in effect until June 30, 2015.

Re-negotiation of the Agreement for a future period of time shall commence by giving written notice to the other party on or before April 1, 2015.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

GRAND RAPIDS COMMUNITY COLLEGE

by: Richard W. Verburg
Chairperson, Board of Trustees

by: [Signature]
President

by: [Signature]
Chief Negotiator, GRCC

GRAND RAPIDS COMMUNITY COLLEGE EMPLOYEES' BENEFIT ASSOCIATION

by: Suzanne Fotina
President

by: [Signature]
Chief Negotiator

by: [Signature]
Negotiation Team Member
APPENDIX A

CEBA Positions

OPERATIONS:

Entry Level Custodian
Custodian I
Custodian II
Custodian III
Head Custodian I
Head Custodian II
Head Custodian III
Building Manager I
Building Manager II
Building Manager III
Grounds Maintenance I
Grounds Maintenance II
Grounds Maintenance III
Grounds Manager

MAINTENANCE:

Carpenters
Apprentice Electricians
Heating and Air Conditioning
Painter
Energy Management Systems Operation
Electronics Technician
Tradeshelper
Plumber
Shipping and Receiving Clerk
Shipping and Receiving Agent
Building Maintenance I
Building Maintenance II
Building Maintenance III
City and State Licensed Plumber
City and State Licensed Heating and Air Conditioning
City and State Licensed Electrician

PRINTING SERVICES:

Mail Technician
Production Manager
Printing Services/Mail Technician I
Printing Services/Mail Technician II
Printing Services/Mail Technician III
## APPENDIX B

**2012 – 2013 Wages**

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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APPENDIX C

Vacation Donation Bank

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

1. A bargaining unit member has a serious, long term illness or injury (FMLA qualifying), and the bargaining unit member has exhausted all paid sick time and vacation days,

OR

2. A bargaining unit member has an immediate family member, also employed by the college, who has a serious long term illness or injury (FMLA qualifying) and the family member has exhausted all paid sick time and Vacation days.

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. 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 event an employee does not return from FMLA. Repayment of benefits will be in accordance with FMLA policy.

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.

Additional issues of Administration will be determined in joint Conference Committee prior to Implementation.
APPENDIX D

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.

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>New Years Day</td>
<td>Jan 1, 2013</td>
<td>Jan 1, 2014</td>
<td>Jan 1, 2015</td>
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</table>

**Employees working during shutdown period:**

1. **List:**
   Employees who may be required to work during the holiday shutdown will be identified on a list submitted to the respective Vice President, and each employee on the list will be notified.

2. **Holiday Shutdown time off:**
   Employees will receive one hour of compensatory time off, in lieu of shutdown time off, for each hour they work during the Holiday shutdown, regardless of whether the work is performed on their regular shift or off of their regular shift on a non –emergency or emergency basis.

3. **Compensation for time worked during Holiday Shutdown:**
   Compensatory time off at the rates listed below may be substituted for pay, at the employees’ option:
   a. Regular shift: straight time
   b. Off shift, non-emergency: time and a half
   c. Emergency: Pay per the emergency provisions of the contract
APPENDIX E

Memo of Understanding
Between
Grand Rapids Community College (GRCC)
And
College Employees Benefit Association (CEBA)

May 30, 2012
DeVos Campus

Grand Rapids Community College and the College Employees Benefit Association (CEBA) mutually agree to the following:

1. GRCC will have the ability to use contracted employees to perform 3rd shift cleaning for GRCC at the DeVos Campus for the duration of the current contract.

2. GRCC will review staffing, cost and options for 3rd shift cleaning, per #1 above, with CEBA representatives at least annually during JCC meetings.

3. Any new 1st and 2nd shift custodial and/or skilled trades positions will be represented by CEBA. Position postings will be internal first.

Lorraine Fortuna
CEBA President

Kathy Keating
GRCC General Counsel

5-31-12

Date

5-31-2012

Date

Replaces Davenport College MOU
APPENDIX F

Existing JCC Discussion Items

- Energy Education Manager Unit Determination
- Creation of position tracking system
- MOU for DeVos campus 3rd shift staffing
- Health Care options
- Senate Bill 1040