

5851

6/30/2000



AGREEMENT

between the

Board of Trustees

for

Grand Rapids Community College

and the

**Grand Rapids Community College
Office Personnel**

Wages and Benefits

1997 - 2000

Grand Rapids Community College

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THIS AGREEMENT is made and entered into on the first day of July, 1997, by and between the GRAND RAPIDS COMMUNITY COLLEGE BOARD OF TRUSTEES, hereinafter referred to as the "Board", and the GRAND RAPIDS COMMUNITY COLLEGE OFFICE PERSONNEL hereinafter referred to as the "Association".

**ARTICLE 1
RECOGNITION**

Section 1. Association Recognized

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

Section 2. Definition of Employee

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

A. Full-time Employee

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

B. Part-time Employee

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

C. Temporary Employee

A temporary employee is employed in a specific assignment/position in need of temporary fulfillment for no more than 45 business days unless extended by mutual agreement by the Executive Director of Personnel and the Association. This will be extended up to twelve (12) weeks for a temporary employee covering a position vacated due to FMLA leave.

The Association will be informed prior to the placement of the temporary employee, stating the position being filled and the anticipated number of business days the temporary employee will be needed. A list of temporary office personnel employees shall be provided to the Association monthly. Temporary employees are not covered by this agreement.

Section 3. Positions in Association

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

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

No credit toward seniority within the Association shall be given to employees for the time worked in positions which are excluded from the Association. Excluded from the unit are secretaries reporting to the exempt administrative staff (as defined in the 1995-96 administrative contract). Any other exceptions will be reviewed with the President of the Association.

Section 4. Negotiation with Association

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

**ARTICLE 2
EMPLOYEE RIGHTS**

Section 1. Joining the Association

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

Section 2. Use of Board Facilities

The members of the Association may use Board of Trustees building facilities at reasonable times and hours for meetings of the Association when such buildings are available and operation staff are on duty. The request for building use must be made to the appropriate office. The members of the Association may use Board equipment, but not supplies, so long as such use does not interfere with the operation of the Board. Subject to approval by the Board, the Association shall also be allowed to use the inter-school mail services of the College.

Section 3. Time Off for Scheduled Activities

Association members, while representing the Association, shall be allowed time off with pay during regularly scheduled working hours in order to conduct business scheduled by the Board.

Section 4. Employment Security

Any employee who believes that there has been discrimination or harassment against the employee may bring such to the attention of his/her supervisor, manager, department head, or directly to the Affirmative Action Officer per Policy Section 6.0, Subsection 6.3 of the Grand Rapids Community College Policies and Procedures Manual.

Section 5. Discipline

- A. Employees must comply with reasonable rules, regulations and policies as established by the College as long as such rules are not inconsistent with the provisions of this Agreement. This is not limited to conduct that violates written rules.
- B. No non-probationary employee may be disciplined without just and reasonable cause. The term "discipline", as used in this Agreement, includes written reprimands, improvement plans, suspension without pay, and termination. All such discipline shall be in writing.
- C. The immediate supervisor shall inform the employee, in advance, that disciplinary action is being considered and of any meeting with the supervisor pertaining to such disciplinary action. The employee, when informed in writing of the disciplinary action, shall sign and receive a copy of the document. The signing of this document is not to be construed as an admission of guilt but only an acknowledgment that such action exists. Each employee has the right to have an Association representative present at any meeting with the employee and the administration when disciplinary action is being considered or imposed. (Refer to Article 14 Section 8. B for the improvement plan process).

The employee must provide any information in his/her possession or control pertaining to the facts and circumstances of the situation which may affect the deliberations so that the College is able to make an informed decision. Any information not provided prior to the original deliberation cannot be used in future grievances or arbitrations unless such information was newly discovered and could not, with reasonable diligence, have been discovered and produced before the decision.

- D. Once an employee elects to proceed under this section, such employee thereby waives all other rights as provided by law. This paragraph is grievable to Level Four.
- E. No written complaint will be placed in an employee's personnel file unless the employee has received a copy of the material.

ARTICLE 3
BOARD RIGHTS

Section 1. Legal Responsibilities

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

Section 2. Managerial Rights

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

Section 3. Agreement of No Violation

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

**ARTICLE 4
COMMITTEES**

Section 1. Negotiation Committee

The Board recognizes a negotiating committee not to exceed the same number of representatives as defined in the Association By-Laws; one (1) elected member from the Association Executive Board; and two (2) elected alternates. A recording secretary shall be decided on by the Negotiating Team. The Association shall furnish the Board a written list of the members of its negotiating committee. The Board shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the Board and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the Board during the work day shall be entitled to released time without loss of salary. Negotiations may, at the discretion of the Board, be conducted on off duty hours in an amount not to exceed one-half of the total negotiation time.

Section 2. Grievance Committee

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

Section 3. Personnel Relations Committee

The Association shall establish a Personnel Relations Committee to meet upon request of either party with the Executive Director of Personnel or designee to discuss and study Board policies, operations, schedules, supplies, equipment, job descriptions and other matters of mutual interest which fall outside the provisions of this agreement.

**ARTICLE 5
AGENCY SHOP**

All employees who are presently working under this Agreement shall not be required to become members of the Association. The Association provides a negotiating service and maintains the contract. To insure that non-members pay their fair share of the financial support, non-members shall pay a representation fee to the Association equal to the amount paid by the Association members and shall be required to do so as a condition of employment.

**ARTICLE 6
CHECK OFF**

Section 1. Dues Payment

The Board shall deduct a specified monetary amount, certified to the Board by the Association from the pay of each employee. The Association shall provide authorizations to the Board. Each authorization for deduction shall remain in effect for the length of the employee's employment with the Board unless terminated by the employee with thirty (30) days' notice to the Board and the Association. The specified monetary amount shall be deducted from the employee's pay in equal amounts each month, between September and June, for all full-time and part-time employees. The amount deducted and a list of the employees from whom the wage deductions were made shall be sent to the Treasurer of the Association on each pay day. Dues Authorization will be given at the time of hire. The Association shall collect all special assessments, initiation fees and similar member charges without the Board having to make such deduction from the employee's wages. All deductions and payments shall be in a form consistent with the laws of the State of Michigan and this Agreement.

Section 2. Board Obligation

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

Section 3. Terminated Employees

The Board shall make available, at the Board meetings or send to the Treasurer of the Association, the names of all the employees who cease to be on the payroll, recalled or hired, placed on layoff or leave of absence via the agenda of the Board meetings.

Section 4. Dues - Failure to Pay

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

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

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 1. Work Week

The normal work week for a full-time employee shall be forty (40) hours per week on contiguous days, unless otherwise specified by job description. Should the need arise to change the hours of a position to hours other than originally designated, the administration will attempt to meet the individual needs of the person occupying the position. If there is a conflict, the best interest of the college shall prevail, as determined by the Administration.

Section 2. Work Break

Employees shall be accorded two (2) fifteen (15) minute breaks during the eight (8) hour workday and an unpaid lunch period away from the employee's office. The time for such breaks shall be near the mid-point of each half of the shift.

Section 3. Regular and Overtime Pay

An employee shall be paid straight time up to forty (40) hours per week. When an employee is requested by her/his immediate supervisor and agrees to work overtime, overtime shall be paid at the rate of time and one-half for all hours worked over forty (40) hours for any one (1) week. No overtime shall be accumulated unless authorized by the employee's immediate supervisor.

Hours worked on Saturdays and Sundays shall be paid at the rate of one and one-half (1-1/2) times the hourly rate if those hours exceed forty (40) for the week. Hours worked on designated legal holidays shall be paid at the rate of two (2) times the hourly rate plus regular holiday pay for all hours worked, if eligible for the same.

Section 4. Compensated Time

Compensatory time is measured from the number of hours authorized for the position. Compensated time shall be accumulated at straight time up to forty (40) hours per week and at the rate of time and one-half for all hours worked over forty (40) hours per week. Compensatory time shall be granted as determined by the immediate supervisor. No compensated time shall be accumulated unless authorized by the employee's immediate supervisor. This does not include legal holidays which shall be at the rate of two (2) times plus regular holiday pay, if eligible for same.

Compensatory time may be accrued only to the extent allowed by law. Compensated time shall be utilized or converted to pay prior to transferring or changing positions or termination. In the last pay period of the fiscal year, any compensatory time over 40 hours (27 worked hours) in an employee's account will be paid.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Grievance Definition

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

Section 2. Aggrieved Definition

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

Section 3. Purpose

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

Section 4. Employee Rights

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

Section 5. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition of the proceeding level. The time limits specified may, however, be extended by mutual agreement. The Association and the Executive Director of Personnel will jointly design the grievance forms. A supply of the forms shall be maintained by the Personnel Office.

Section 6. Informal Discussion

An employee, or the Association, who has a concern, or who believes that a grievable event has occurred, is encouraged to first discuss the matter with his/her supervisor, in an attempt to resolve the matter within thirty (30) days of the event occurring. In the case of an Association grievance, the issue is taken to the appropriate administrator.

Section 7. Level One

- A. If the issue is not resolved by informal discussion as outlined in Section 6, an employee or the Association who believes a grievable event has occurred, shall file a grievance, in writing, on the forms provided, no later than ten (10) working days with the appropriate supervisor, unless the grievance is more appropriately filed at Level 2.
- B. Copies of this written grievance shall be submitted to the Association and to the Personnel Office.
- C. Within ten (10) working days of the filing date, the supervisor shall meet with the aggrieved employee and/or the Association representative in an effort to resolve the grievance. A written answer shall be given within five (5) working days after such a meeting. Copies of the answer shall be given to the Association and the Personnel Office.

Section 8. Level Two

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level One, it shall, within five (5) working days thereafter, be transmitted to the Executive Director of Personnel. At this level, the grievance must be co-signed by the aggrieved employee and/or the Association.
- B. Within seven (7) working days of receipt of such grievance, the Executive Director of Personnel will meet with the Association to discuss the issues. The aggrieved employee may be present but shall be present at the request of either the Executive Director of Personnel or the Association. A written answer shall be given within seven (7) working days after such meeting.

Section 9. Level Three

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, the aggrieved shall, within five (5) working days thereafter, transmit by letter to the Secretary of the Board or to the College President (employee's choice) a statement of reasons why it is being appealed.
 - 1. If submitted to the Board, at the next regular meeting, the Board shall consider the grievance or may designate one (1) or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board of Trustees or Board Committee shall make a final decision thereon within fifteen (15) days thereafter.

2. If submitted to the College President, within fifteen (15) working days of the receipt of such grievance, the President shall meet with the aggrieved and an Association representative to discuss the issues. A written answer shall be given to the aggrieved and the Association representative within ten (10) working days after such meeting.

Section 10. Level Four

- A. If the decision of the Board or 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 the receipt of the Board or College President's decision. An impartial arbitrator shall be promptly selected by the parties. In the event the parties cannot agree, an arbitrator shall be selected from a panel of five (5) qualified persons submitted by the Michigan Employment Relations Commission. Selection shall then be made by each party, eliminating one name until one name remains.
- B. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and she/he shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator will be final and binding on both parties.
- C. Each party shall pay their own expenses. The cost of the arbitrator will be shared equally by the Board and the Association.

Section 11. Time Limitations

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

ARTICLE 9 LEAVES OF ABSENCE WITHOUT PAY
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Section 1. General

- A. At the discretion of the Board, employees may be granted a leave of absence without pay, for purposes other than those included in the Family and Medical Leave Act or for the employee's own illness or injury or disability which extends beyond the FMLA.

- B. Requests for leave without pay shall be in writing, signed by the employee, the immediate supervisor and the appropriate vice president, and shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing by the Executive Director of Personnel.
- C. Except for medical and/or FMLA leaves, an employee returning from an approved leave of six (6) weeks or less duration shall be reinstated to the former position. However, the employee on leave from six (6) weeks to three (3) months shall be offered a comparable position if the former position is not open. Upon return, an employee on leave for more than three (3) months shall be offered an available position. Seniority shall be retained during such leave, but continuous service credit for benefits shall not accumulate during such leave.
- D. For medical leaves due to the employee's illness or disability or injury which extend beyond the FMLA, upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to an available position.

Section 2. Leaves Under the Family and Medical Leave Act

- A. Requests for leaves of absence under the Family and Medical Leave Act (hereinafter "Act") shall comply with the law.
- B. Employees are required to use their available vacation time during the twelve (12) week family leave, and available sick days shall be used when family leave is taken because of the employee's serious health conditions.
- C. In determining the twelve (12) months in which FMLA leave may be taken, a rolling twelve (12) month period, measured backward from the last leave date will be used.
- D. The employer shall grant unpaid leaves of up to twelve weeks for only those employees eligible under the law (currently defined as employees who have been employed at least 12 months and who have worked a minimum of 1250 hours in the 12 months previous to the leave) for the following reasons:
 - 1. The serious health condition of the employee
 - 2. The serious health condition of the employee's spouse, parent or child
 - 3. The birth of a child
 - 4. The placement of a child for adoption or foster care
- E. Upon return from the leave within the 12 week period, the employee shall be returned to the position held immediately before the leave began or to an equivalent position.

- F. 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 will be required to reimburse the board for the medical, dental, and vision expenses incurred.
- G. Seniority, vacation, and longevity shall continue to accrue during the leave.
- H. The employee shall have the right to take the leave on a reduced or intermittent schedule.
- I. Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for leave.
- J. Employees must meet certification requirements under FMLA. The board may seek review of FMLA requests pursuant to employer rights under FMLA.
- K. For the purpose of the FMLA, child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of a physical or mental disability; or a biological, adopted, or foster child.

ARTICLE 10
OTHER TIME OFF ALLOWANCES

Section 1. Conference or Convention Leave

The President or designee may authorize an employee to attend conferences or conventions with pay. Such request for leave shall be in writing and submitted to the President or designee at least ten (10) working days prior to the leave date requested.

Expenses for attending a conference or convention shall not be paid by the Board unless authorized in advance by the President or designee

Section 2. Sick Pay

Sick pay will be paid as follows:

- A. Non-probationary employees will be granted one sick day per month of employment, credited in advance each fiscal year; twelve (12) days per year for fifty-two (52) week employees and ten (10) days per year for all others.
- B. Probationary employees are not eligible for sick pay until the completion of six (6) months of continuous employment, at which time, days will be credited on a prorated basis.
- C. Unused sick time accumulates without limitation.
- D. In the event an employee terminates employment and has overdrawn on the advanced paid sick leave days, the overdrawn amount shall be deducted from the employee's final pay. In the event an employee does not work sufficient months to earn the advanced paid sick leave, the accumulated sick leave will be adjusted accordingly.

Section 3. Accumulated Sick Time

Accumulated sick time may be used for the following reasons:

- A. Absence from work because of disability caused by personal injury or illness or on orders of a physician.
- B. Normal dental and medical appointments which cannot be scheduled after working hours.
- C. Illness or injury of an immediate family member not to exceed five (5) days per illness. Additional time may be approved at the discretion of the President or designee.
- D. To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and three (3) working days for immediate family as defined in Article 10, Section 4.

Section 4. Bereavement

In the event of the death of a spouse, child, father, mother, brother, sister, step of the above; father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law; grandparent, grandchild and spouse's grandparent; aunt, uncle, foster child, or children assigned by the Court, an employee will be granted paid leave, not chargeable to accumulated sick time, not to exceed seven (7) working days. Other relatives and friends not to exceed a total of four (4) days per fiscal year.

Section 5. Approval of Sick/Bereavement

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

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

Employees absent because of disability caused by personal illness or injury may be required to provide verification of the disability and may be required by the President or designee to report for examination to a health care provider of the College's choice. The employee will be advised, before return to work, of the verification requirement. Should the opinion of the College's health care provider disagree with the opinion of the employee's provider, a third opinion may be sought at the College's expense.

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

Section 6. Workers' Compensation

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

Section 7. Jury Duty

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

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

**ARTICLE 11
HOLIDAYS**

Section 1. Holiday Pay

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

Section 2. Working Before and After

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

Section 3. Holidays

52-Week Employees

1997-98		
DATE	DAY	HOLIDAY
July 3, 1997	Thursday	Variable Holiday (Day before Independence Day)
July 4, 1997	Friday	Independence Day
September 1, 1997	Monday	Labor Day
November 27, 1997	Thursday	Thanksgiving Day
November 28, 1997	Friday	Day after Thanksgiving Day
December 24, 1997	Wednesday P.M.	Half-day before Christmas Day
December 25, 1997	Thursday	Christmas Day
December 31, 1997	Wednesday P.M.	Half-Day before New Year's Day
January 1, 1998	Thursday	New Year's Day
April 10, 1998	Friday	April Break
May 25, 1998	Monday	Memorial Day

1998-99		
DATE	DAY	HOLIDAY
July 3, 1998	Friday	Independence Day
September 7, 1998	Monday	Labor Day
November 26, 1998	Thursday	Thanksgiving Day
November 27, 1998	Friday	Day after Thanksgiving Day
December 24, 1998	Thursday A.M.	Variable Holiday (Half-Day)
December 24, 1998	Thursday P.M.	Half-day before Christmas Day
December 25, 1998	Friday	Christmas Day
December 31, 1998	Thursday A.M.	Variable Holiday (Half-Day)
December 31, 1998	Thursday P.M.	Half-Day before New Year's Day
January 1, 1999	Friday	New Year's Day
April 2, 1999	Friday	April Break
May 31, 1999	Monday	Memorial Day

1999-2000		
DATE	DAY	HOLIDAY
July 5, 1999	Monday	Independence Day
September 6, 1999	Monday	Labor Day
November 25, 1999	Thursday	Thanksgiving Day
November 26, 1999	Friday	Day after Thanksgiving Day
December 23, 1999	Thursday A.M.	Variable Holiday (Half-Day)
December 23, 1999	Thursday P.M.	Half-day before Christmas Eve Day
December 24, 1999	Friday	Day Before Christmas Day
December 30, 1999	Thursday A.M.	Variable Holiday (Half-Day)
December 30, 1999	Thursday P.M.	Half-Day before New Year's Eve Day
December 31, 1999	Friday	Day Before New Year's Day
April 21, 2000	Friday	April Break
May 29, 2000	Monday	Memorial Day

NON 52-Week Employees Holidays

1997-98		
DATE	DAY	HOLIDAY
*July 3, 1997	Thursday	Variable Holiday (Day before Independence Day)
*July 4, 1997	Friday	Independence Day
September 1, 1997	Monday	Labor Day
November 27, 1997	Thursday	Thanksgiving Day
November 28, 1997	Friday	Day after Thanksgiving Day
December 25, 1997	Thursday	Christmas Day
January 1, 1998	Thursday	New Year's Day
April 10, 1998	Friday	April Break
May 25, 1998	Monday	Memorial Day

1998-99		
DATE	DAY	HOLIDAY
*July 3, 1998	Friday	Independence Day
September 7, 1998	Monday	Labor Day
November 26, 1998	Thursday	Thanksgiving Day
November 27, 1998	Friday	Day after Thanksgiving Day
December 25, 1998	Friday	Christmas Day
January 1, 1999	Friday	New Year's Day
April 2, 1999	Friday	April Break
May 31, 1999	Monday	Memorial Day

1999-2000		
DATE	DAY	HOLIDAY
*July 5, 1999	Monday	Independence Day
September 6, 1999	Monday	Labor Day
November 25, 1999	Thursday	Thanksgiving Day
November 26, 1999	Friday	Day after Thanksgiving Day
December 24, 1999	Friday	Day Before Christmas Day
December 31, 1999	Friday	Day Before New Year's Day
April 21, 2000	Friday	April Break
May 29, 2000	Monday	Memorial Day

*Only if date falls within the regular work calendar of the employee.

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

Section 4. Saturday and Sunday Holidays

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

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

**ARTICLE 12
VACATIONS**

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

A. Earning Vacation

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

B. Use of Vacation

Vacation earned during any given fiscal year must be taken during and before the end of the next fiscal year with the following exceptions:

1. Each 52-week employee shall be able to carry over a maximum of five (5) days of unused vacation to the next fiscal year. Carry-over days must be used by December 31. This is automatic unless the employee chooses #3 of this section.
2. On an exception basis and due to the requirements of the workload, the immediate supervisor may approve the carry-over of up to five (5) additional unused vacation days to the next fiscal year. Carry-over days must be used by December 31. The supervisor must notify the payroll office in writing by May 31.
3. In the event an employee does not use all of her/his earned vacation days by the end of the fiscal year and wishes to have a maximum of five (5) days credited to the employee's sick bank, she/he must notify the payroll office in writing by May 31 of each year.

C. Scheduling

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

D. Pay

Vacation pay shall be paid in the same manner as regular pay.

E. Entitlement - Full-time

1. Each employee employed for less than one (1) year shall earn one (1) day for each five (5) weeks of continuous employment not to exceed ten (10) days. The first year entitlement is to be used after July 1

2. Each employee having continuous employment of one (1) year or more, but less than six (6) years as of July 1 shall be granted eleven (11) days.
3. Each employee having continuous employment of six (6) years or more but less than eleven (11) years as of July 1 shall be granted sixteen (16) days.
4. Each employee having continuous employment of eleven (11) years or more but less than sixteen (16) years as of July 1 shall be granted twenty-three (23) days.
5. Each employee having continuous employment of sixteen (16) years or more but less than twenty-one (21) years as of July 1 shall be granted twenty-five (25) days.
6. Each employee having continuous employment of twenty-one (21) years or more as of July 1 shall be granted twenty-six (26) days.

F. Entitlement - Part-time

1. Each employee employed for less than one (1) year shall earn one (1) day for each five (5) weeks of continuous employment not to exceed nine (9) days. The first year entitlement is to be used after July 1.
2. Each employee having continuous employment of one (1) year or more, but less than six (6) years as of July 1 shall be granted ten (10) days.
3. Each employee having continuous employment of six (6) years or more but less than eleven (11) years as of July 1 shall be granted fifteen (15) days.
4. Each employee having continuous employment of eleven (11) years or more but less than sixteen (16) years as of July 1 shall be granted twenty-two (22) days.
5. Each employee having continuous employment of sixteen (16) years or more but less than twenty-one (21) years as of July 1 shall be granted twenty-four (24) days.
6. Each employee having continuous employment of twenty-one (21) years or more as of July 1 shall be granted twenty-five (25) days.

Section 2. Non 52-Week Employees, Full-time and Part-time

A. Earning Vacation

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

B. Payment

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

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

C. Transfer of Vacation

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

D. Entitlement - Full-time

1. Non 52-week employees shall be entitled to six (6) days of vacation pay after one (1) academic year (August through July).
2. Each employee having continuous employment of one (1) year or more, but less than six (6) years as of July 1 shall be granted eight (8) days.
3. Each employee having continuous employment of six (6) years or more but less than eleven (11) years as of July 1 shall be granted thirteen (13) days.
4. Each employee having continuous employment of eleven (11) years or more but less than sixteen (16) years as of July 1 shall be granted nineteen (19) days .
5. Each employee having continuous employment of sixteen (16) years or more but less than twenty-one (21) years as of July 1 shall be granted twenty-one (21) days.
6. Each employee having continuous employment of twenty-one (21) years or more as of July 1 shall be granted twenty-three (23) days.

E. Entitlement - Part-time

1. Non 52-week employees shall be entitled to one week of vacation pay after one (1) academic year (August through July).
2. Each employee having continuous employment of one (1) year or more, but less than six (6) years as of July 1 shall be granted seven (7) days.
3. Each employee having continuous employment of six (6) years or more but less than eleven (11) years as of July 1 shall be granted twelve (12) days.
4. Each employee having continuous employment of eleven (11) years or more but less than sixteen (16) years as of July 1 shall be granted eighteen (18) days .
5. Each employee having continuous employment of sixteen (16) years or more but less than twenty-one (21) years as of July 1 shall be granted twenty (20) days.
6. Each employee having continuous employment of twenty-one (21) years or more as of July 1 shall be granted twenty-two (22) days.

F. Status Changes

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

Section 3. Termination

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

ARTICLE 13
INSURANCE

Section 1. Hospital-Medical

A. Each full-time employee (32.5 hours) is entitled to the insurance benefits described below:

1. Single or full-family plan premium paid by the Board

a. Any plan may include a co-pay of up to \$5.00. The insurance carrier shall be designated by the Board of Trustees. The Association will be informed in the event of changes in coverage/carrier.

OR

b. Each employee shall voluntarily have the right to enroll in an HMO program (Blue Care Network or other carriers as designated by the Board) for coverage.

OR

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

Short-term Disability
Long-term Disability
Term Life Insurance
Cancer, Intensive Care Insurance
Cash
Any combination of the above.

OR

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

- B. Each employee must select her/his hospital/medical coverage based on coordination (need and family status) of benefits. The benefits are listed below:
1. Employee with family (spouse, children, step-children, foster children and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code. Children are covered from birth through 19 years of age and 20 through 25 years of age if currently enrolled as a full-time student).
 2. Employee and spouse.
 3. Employee only.
 4. Option plan.
 5. None.

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

20 - 27 Hours	=	1/2 Payment
27 1/2 - 32 Hours	=	3/4 Payment
32 1/2 Hours +	=	Full 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 Board.

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

Section 2. Dental/Vision Reimbursement Program

A. Eligibility and Protection

The Board shall provide reimbursement to each full-time employee who is employed at least 32.5 hours per week and assigned to position(s) for a duration of at least the academic year.

For Dental and Vision care provided, beginning July 1, 1997 and ending June 30, 2000, the Board shall reimburse the employee 90% of the actual charge which the employee has paid.

DENTAL - Not to exceed \$1,500 per year for full family.

VISION - Not to exceed \$500 per year for full family.

The Board is the secondary provider. All claims should be filed with the primary provider before reimbursement from the Board.

Reimbursement shall be for the employee and family as defined in Article 13, Section 1. B. 1. for the following dental/vision care protection.

B. Services and Materials Covered:

DENTAL	VISION
Scaling and Polishing	Vision examination by Optometrist or Ophthalmologist
Fillings	Correctable lenses by prescription - Regular or Contact
Fluoride treatment	Frames
Extraction	
Diagnostic x-rays	
Root Canals	
Crowns	
Oral Surgery	
Bridge, Denture and Partial	
Anesthetics while providing any of the above	
Orthodontics (children as stated in Article 13, Section 1.B.1)	
Oral maxillofacial surgery	
Peridontics	

C. Services and Materials Not Covered:

DENTAL	VISION
Any service or supplies not furnished by a licensed dentist	Cosmetic purposes
Any service or supply not reasonably necessary for the dental care of the eligible individual	Non-corrective lenses
Cosmetic purposes	Vision therapy
Any care provided or reimbursed by other sources	Medical and surgical treatment of the eyes
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)	Changes to which benefits are provided under Worker's Compensation, other laws, other insurance, or other Board policies, rules, etc.
	The cost of any service and/or material or of any combination thereof over the contracted reimbursement amount

D. Reimbursement Procedure

1. At the time of employment two enrollment cards must be filled out (one for dental and one for vision) and submitted to the Personnel Office. (Note: Payments shall not be processed until these forms are on file in the Personnel Office.)
2. The employee must pay the full cost for care protection and submit the following to the Personnel Office:
 - a. The original bill or invoice (the bill or invoice must be itemized);
 - b. Evidence of payment i.e., copy of canceled check, receipt or other document acceptable to the Board;
 - c. A completed "Dental or Vision Reimbursement Claim Form".
3. The Board shall process the claim according to its policies and procedures in effect for all other billings.

Section 3. Death Benefit/Life Insurance

- A. Each full-time (32.5 hours per week) employee shall be entitled to the following death benefit: \$30,000.00. (This death benefit is likely to be taxable.) No later than July 1, 1998, this death benefit will be converted to a board-paid \$30,000 life insurance policy with accidental death and dismemberment (AD&D).
- B. Those employees covered by this contract working twenty to thirty-two and one half (20-32.5) hours per week are entitled to a death benefit of \$12,000.00. (This death benefit is likely to be taxable.) No later than July 1, 1998, this death benefit will be converted to a board-paid \$12,000 life insurance policy with accidental death and dismemberment (AD&D).
- C. Each employee who retires or becomes disabled and who has at least ten (10) years of employment with the Board shall have the death benefit or life insurance stated in A. or B. above continue for one (1) calendar year.

Section 4. Long-Term Disability

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

- A. Waiting period: Employees are eligible after two years of full time active employment with the College and must have exhausted all accumulated sick leave.
- B. Elimination period: The elimination period is ninety (90) calendar days except for those employees employed over two years at the Grand Rapids Community College and who meet the vesting requirements of the Michigan Public Schools Retirement System, ten (10) years, shall qualify for benefits after sixty (60) calendar days.
- C. Amount of benefit: The amount of the benefit shall be 50% of monthly earnings of the primary position offset by social security, worker's compensation, disability, pension income, other insurance plans and other sources of earned income. For those employees meeting the vesting requirements of the Michigan Public Schools Retirement System, ten (10) years, the amount of the benefit shall be 66 2/3 percent of the primary position with the same offsets. The maximum monthly benefit is \$4,000.00.
- D. Period of payment: The benefit will be paid until age 65 or the applicable eligibility age for social security benefits if later.

- E. Pre-existing conditions: A pre-existing condition is not covered unless the employee has performed the material duties of his or her regular occupation on a full time basis for five (5) consecutive days following completion of the waiting period. A pre-existing condition is defined to mean a condition for which the employee received medical treatment, consultation, care or services including diagnostic measures or took prescribed drugs or medicines in the thirty (30) calendar days just prior to the effective date of coverage.
- F. Any employee on long-term disability will continue to have his/her health insurance provided by the board, at no cost to the employee, for up to one (1) year of disability.

<p style="text-align: center;">ARTICLE 14 JOB RELATED INFORMATION</p>

Section 1. Vacant or New Positions

The Board shall notify the employees by bulletin of all newly created and vacant positions which fall within the classification of employees covered by this Agreement as defined in Article I, Section 6. Within five (5) working days after notice is given, employees may notify the Personnel Office that they are interested in a position. Such notice shall be submitted in the form of a resume and cover letter, or as otherwise designated by the Personnel Office.

If an employee meets all requirements and qualifications as listed in the position's job description, such employee applying for said position shall be given preference over any person not an employee. If more than one employee applicant meets the posted qualifications, the Board shall consider the applicant's training, experience, performance history, additional education appropriate for the position, and the ability to establish professional rapport with her/his immediate supervisor. Where the considered factors are equal, the most senior applicant who meets the qualifications shall be selected. Any employee, who has applied for a position and has not been selected may request specific reason(s) within five (5) working days of the decision. If the employee does not receive, or agree with this written decision, refer to Article 8, Section 6.

Section 2. Position Security

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

Section 3. Job Sharing

In the event an employee seeks job sharing it will be limited to only those positions with the classification of C or D.

Two (2) employees may agree to share one (1) position with written approval of the immediate supervisor and the President and/or designee.

The employees will both assume the classification of the position. The employees must agree to accept full-time employment in the event the other employee in the shared position terminates employment.

In the event that a job sharing situation is deemed unworkable by the immediate supervisor, the employee who originally held the position when the job sharing began, will be offered the position full-time. The other job-sharing employee shall be placed at the top of the layoff/recall list if there are no other positions available for which he/she is eligible. If, however, the original employee does not accept the full-time position, it will be offered to the other job sharing employee. If both employees decline the offer of the position, it will be posted as a full-time position per Article 14, Section 1.

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

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

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

Both employees will sign a Job Share Agreement with a beginning and ending date that will be retained in the Personnel Office and shall be considered for renewal upon the recommendation of the immediate supervisor of the employees.

Section 4. Replacement Training

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

Section 5. Job Description

All jobs shall have written job descriptions which shall be reviewed and updated annually with a copy to the Association. Job descriptions shall be given to each employee and to each new employee when assigned to the position in order to facilitate the performance of duties.

Section 6. Probationary Period (New Employees)

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

A. Probationary Period

The probationary period for employees newly hired into the bargaining unit shall be six (6) months, which may be extended by the Executive Director of Personnel for up to three (3) additional months. If a new employee's performance is deemed to be unacceptable during the probationary period, the employee may be terminated.

B. Initial Conference

Within the first week of employment, the immediate supervisor shall hold an initial conference with the employee. During this conference, the job description and the GRCCOP evaluation form will be discussed. The only written documentation will be a confirmation of the date on which the meeting was held, signed by the employee and the immediate supervisor.

C. Informal Evaluation

No later than three (3) months after the first day of employment, an informal evaluation will be conducted with the employee by the immediate supervisor. During this informal evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCCOP evaluation form and the job description. The only written documentation will be a confirmation of the date on which the meeting was held, signed by the employee and the immediate supervisor.

D. Formal Evaluation

No later than six (6) months after the first day of employment, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCCOP evaluation form and the job description. The Formal Evaluation Form shall be used.

E. Annual Evaluations

After successful completion of the probationary period, the employee shall be placed on the regular annual evaluation process described in Section 8 of this article.

Section 7. Trial Period (Internal Transfers)

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

A. Trial Period

The trial period shall be ninety (90) calendar days, which may be extended by the Executive Director of Personnel for up to three (3) additional months.

B. Initial Conference

Within the first week of employment, the immediate supervisor shall hold an initial conference with the employee. During this conference, the job description and the GRCCOP evaluation form will be discussed. The only written documentation will be a confirmation of the date on which the meeting was held, signed by the employee and the immediate supervisor.

C. Informal Evaluation

No later than forty-five (45) calendar days after the first day in the new position, an informal evaluation will be conducted with the employee by the immediate supervisor. During this evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCCOP evaluation form and the job description. The only written documentation will be a confirmation of the date on which the meeting was held, signed by the employee and the immediate supervisor.

If the work of an internal transfer employee in a new position is deemed to be unsatisfactory, the supervisor shall notify the employee in writing of the specific reasons and develop a ninety (90) day improvement plan as described in Section 8 of this article.

D. Formal Evaluation

No later than ninety (90) calendar days after the first day in the new position, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCCOP evaluation form and the job description. The Formal Evaluation Form shall be used.

E. Annual Evaluations

After successful completion of the trial period, the employee shall be placed on the regular annual evaluation process described in Section 8 of this article.

Section 8. Annual Evaluation Process

All employees who have successfully completed their probationary period, and who are not in a trial period because of transfer, shall have the following apply:

- A. Once per year, no later than April 15, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCCOP evaluation form and the job description. Either the Formal Evaluation Form or the Checklist Evaluation Form may be used. If the checklist form is used, both the immediate supervisor and the employee shall complete the forms prior to the conference. Only the areas of disagreement need to be discussed at the conference.

- B. If an employee receives an unsatisfactory evaluation, the supervisor and the Executive Director of Personnel will provide the employee with a written improvement plan. It will describe the actions the employee must take to improve, with time lines for achievement of the actions. It will also describe the steps the employer and/or immediate supervisor will take to assist the employee in improvement. The plan will include adequate time for the employee to be provided needed training by Staff Development. The plan must be reasonable and achievable within the time frames indicated. It will include regularly scheduled meetings between the employee and the supervisor to discuss the employee's progress. Employees will not be expected to undertake improvement activities on their own time or at their own expense, unless the employee chooses to do so. Except in the case of probationary employees, the improvement plan will last a minimum of three (3) months.

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

1. The employee has successfully completed the plan of improvement and is considered satisfactory or;
2. The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement or;
3. The employee will be transferred to an available position or;
4. The employee has not successfully completed the plan of improvement and is recommended for termination.

Section 9. Work Quality

If the quality of work of an employee is deemed unsatisfactory at any time other than at their scheduled evaluation, the employee shall receive a written communication from the immediate supervisor. The process described in Article 14, Section 8 B shall be followed. The Association shall be furnished a copy of any written warning, reprimand, suspension, or dismissal at the request of the employee.

Section 10. Termination

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

Section 11. Layoff and Recall

In the event the Board determines that it is necessary to reduce the number of employees, the Board shall notify the employees to be laid off in writing at least thirty (30) working days prior to the effective date of the layoff. Employees shall be laid off in inverse order of seniority within the Association. A laid off employee shall be maintained on a seniority recall list for a period of one year. Employees shall be recalled in inverse order of layoff provided the employee, as determined by the administration, (grievable to Level 2), possesses special knowledge and/or skills required for the position to be filled. If an employee fails to report to work within five (5) working days after being notified of recall by U.S. Mail, mailed to the address currently on file in the Personnel Office, a second notice by Certificate of Mailing shall be sent. If the employee does not respond, she/he may be terminated unless the time to report is extended by mutual agreement of the employee and the Personnel Office.

Section 12. Forced Transfer

A forced transfer employee is identified as one whose position has been eliminated or substantially reduced, or who is to be transferred to fill vacancies created by leaves of absence, terminations, or layoff of other employees.

"Substantially reduced" is defined as a 15% or more reduction in the employee's annual salary.

If the employee's evaluation reflects poor work relations and/or poor work quality, a forced transfer may be considered in lieu of dismissal.

A forced transfer employee shall be offered any vacant position and placed according to seniority, special skills and knowledge without regard to classification. A forced transfer employee shall not sustain a reduction in hourly wages when there is a non-comparable position available unless the reduction is voluntary to the extent possible. A forced transfer employee may not be terminated for refusing to accept a non-comparable position and shall maintain

her or his status on the seniority recall list. In the event of a forced transfer, efforts will be made to provide job specific training for the new position.

After July 1, 1997, in the event a forced transfer employee must accept a position in a lower-paying classification, she/he will continue to be paid at the rate of the previous classification for two (2) years. If the employee wishes to retain their former level, they must apply for other positions at the higher level. At the end of the two (2) years, the employee's pay shall be frozen at its current rate, and the employee will not receive salary increases until the pay schedule reaches her/his current pay rate. In the event an employee has applied for and not been the selected candidate for vacancies in her/his previous level, or if there have been no vacancies, then the employee shall not have her/his pay frozen for one additional (third) year.

Forced transfers are able to bid on other positions at any time.

Section 13. Job Reclassification Process

- A. The job reclassification system has been established to handle requests in changes in the level of secretarial positions in a manner that systematically evaluates requests against established criteria. The following positions comprise the core members of the Job Reclassification Committee - the Executive Director of Personnel, the President of GRCCOP, a member of the office personnel association and a member of the administration group appointed by mutual agreement annually and who have a broad knowledge of the operations of the college.
- B. A reclassification request for a GRCCOP position must include an updated job description which, in addition to a listing of duties and responsibilities, includes specific information on education requirements, number of years of experience and software knowledge requirements; a description of changes that have occurred in the department that warrant this request; the signature of the appropriate Budget Control Officer and Executive Budget Control Officer to verify that this request has been reviewed; and information of where the dollars in the budget will come from to support this request.
- C. The reclassification committee meets on the fourth Thursday of the month. Any supervisor seeking an office personnel reclassification must submit a written request no later than the tenth of the month. The supervisor/Budget Control Officer must be available to attend the meeting to answer any questions or to provide clarification prior to the committee evaluating the new job description. If a reclassification is not granted, the submitting supervisor/Budget Control Officer may request a meeting with the committee to review the decision.
- D. Any changes to an employee's position as a result of reclassification will be dependent upon fiscal considerations.

Section 14. Seniority Termination

Seniority within the Association shall terminate when:

- A. The employee resigns from the employment of the Grand Rapids Community College.
- B. The employee is discharged.
- C. The employee fails to return from layoff or leave of absence.
- D. No credit toward seniority within the Association shall be given to employees for any time worked in other bargaining units or meet and confer groups.

**ARTICLE 15
WAGES AND OTHER BENEFITS**

Section 1. Wages

The following shall be the steps and hourly rates:

1997-98									
CLASSIFICATION	A	A	B	B	C	C	D	D	D
		MERIT		MERIT		MERIT		MERIT	MERIT
Step 1	\$11.36	\$11.62	\$10.90	\$11.17	\$10.42	\$10.67	\$9.49	\$9.75	
Step 2	\$11.71	\$11.99	\$11.24	\$11.52	\$10.81	\$11.07	\$9.94	\$10.19	
Step 3	\$12.12	\$12.39	\$11.64	\$11.91	\$11.20	\$11.46	\$10.18	\$10.44	
Step 4	\$12.56	\$12.81	\$12.06	\$12.34	\$11.61	\$11.88	\$10.72	\$10.98	
Step 5	\$12.94	\$13.20	\$12.46	\$12.71	\$11.98	\$12.25	\$11.14	\$11.41	
Step 6	\$13.32	\$13.57	\$12.84	\$13.09	\$12.38	\$12.63	\$11.50	\$11.75	
Step 7	\$13.73	\$13.99	\$13.24	\$13.50	\$12.78	\$13.04	\$11.90	\$12.16	
Step 8	\$14.13	\$14.37	\$13.66	\$13.91	\$13.19	\$13.46	\$12.30	\$12.57	
Step 9	\$14.55	\$14.83	\$14.08	\$14.32	\$13.60	\$13.73	\$12.72	\$12.99	
Step 10	\$14.98	\$15.23	\$14.53	\$14.78	\$14.03	\$14.27	\$13.11	\$13.37	

1998-99

CLASSIFICATION	A	A	B	B	C	C	D	D
		MERIT		MERIT		MERIT		MERIT
Step 1	\$11.71	\$11.97	\$11.23	\$11.50	\$10.73	\$10.99	\$9.78	\$10.04
Step 2	\$12.06	\$12.35	\$11.58	\$11.86	\$11.13	\$11.40	\$10.23	\$10.50
Step 3	\$12.49	\$12.76	\$11.99	\$12.27	\$11.54	\$11.80	\$10.49	\$10.75
Step 4	\$12.93	\$13.20	\$12.42	\$12.71	\$11.96	\$12.23	\$11.04	\$11.31
Step 5	\$13.32	\$13.60	\$12.84	\$13.09	\$12.34	\$12.62	\$11.47	\$11.75
Step 6	\$13.72	\$13.98	\$13.23	\$13.48	\$12.75	\$13.01	\$11.84	\$12.11
Step 7	\$14.14	\$14.41	\$13.64	\$13.91	\$13.17	\$13.43	\$12.26	\$12.52
Step 8	\$14.55	\$14.81	\$14.07	\$14.33	\$13.59	\$13.86	\$12.67	\$12.94
Step 9	\$14.99	\$15.27	\$14.50	\$14.75	\$14.01	\$14.14	\$13.10	\$13.38
Step 10	\$15.43	\$15.68	\$14.96	\$15.22	\$14.45	\$14.70	\$13.50	\$13.77

1999-2000

CLASSIFICATION	A	A	B	B	C	C	D	D
		MERIT		MERIT		MERIT		MERIT
Step 1	\$12.06	\$12.33	\$11.57	\$11.85	\$11.05	\$11.31	\$10.07	\$10.34
Step 2	\$12.43	\$12.72	\$11.93	\$12.22	\$11.47	\$11.74	\$10.54	\$10.81
Step 3	\$12.86	\$13.15	\$12.35	\$12.63	\$11.88	\$12.15	\$10.80	\$11.08
Step 4	\$13.32	\$13.59	\$12.80	\$13.09	\$12.32	\$12.60	\$11.37	\$11.65
Step 5	\$13.72	\$14.01	\$13.22	\$13.48	\$12.71	\$12.99	\$11.82	\$12.10
Step 6	\$14.13	\$14.40	\$13.63	\$13.89	\$13.14	\$13.40	\$12.20	\$12.47
Step 7	\$14.56	\$14.85	\$14.05	\$14.32	\$13.56	\$13.83	\$12.62	\$12.90
Step 8	\$14.99	\$15.25	\$14.49	\$14.76	\$14.00	\$14.28	\$13.05	\$13.33
Step 9	\$15.44	\$15.73	\$14.93	\$15.20	\$14.43	\$14.56	\$13.50	\$13.78
Step 10	\$15.89	\$16.15	\$15.41	\$15.68	\$14.88	\$15.14	\$13.91	\$14.18

- 1997-98 2.75% rate increase
- 1998-99 3.0% rate increase
- 1999-2000 3.0% rate increase

Section 2. Step Progression

The progression from step to step in an employee's classification shall occur annually until the top step is reached. The date for step (increment) movement for the duration of this contract is the first pay period of the fiscal year

Section 3. Merit

A merit increase is awarded based on consistent performance which is considered to be above and beyond the requirements outlined in the job description. A recommendation for a merit increase is requested by the employee's immediate supervisor with budgetary approval being made by the Budget Control Officer and the Executive Budget Control Officer. Supporting documentation of the employee's superior performance must accompany the request. An employee must have worked in the position for at least six months prior to a recommendation being made.

These approved requests must be submitted to the Personnel Office at least thirty (30) days prior to January 1 or July 1 for implementation.

Merit is awarded for the current position held and is non-transferable to other assignments.

In the event a position held is reclassified to another pay scale, the individual assigned to that position at the time of reclassification shall retain any merit pay previously awarded during that assignment.

Section 4. Longevity

For the purpose of longevity, the number of years of service shall be computed once each year, as of June 30, and be payable on the first pay date in December. Employees assigned to work less than full-time shall receive the above benefits pro-rated to their assignment. If a part-time employee becomes full-time, full credit shall be given for years worked as part-time. Longevity will be pro-rated if an employee retires during the year. Employees hired before December 31 will be considered as one full year. An employee who has retired from GRCC and has returned, begins accruing longevity credit anew.

Section 5. Longevity/Computation

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

	1997-1998	1998-1999	1999-2000
5 years	\$300.00	\$300.00	\$300.00
10 years	\$475.00	\$475.00	\$475.00
15 years	\$675.00	\$675.00	\$675.00
20 years	\$850.00	\$850.00	\$850.00
25 years	\$950.00	\$950.00	\$950.00

Section 6. Retirement

Each employee who has reached the age and service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Community College/Grand Rapids Public Schools shall receive, upon retirement, the amount of \$40.00 per day for each accumulated sick leave day(s) or \$45.00 per year of service, whichever is greater.

Section 7. Tuition Reimbursement

Following completion of the probationary period, each employee who desires to engage in Community Education or college courses shall be reimbursed for tuition and fees after demonstrated satisfactory completion with a grade "C" or better, according to the following guidelines:

For courses taken at Grand Rapids Community College the employer shall reimburse an employee one hundred percent (100%) of the tuition including fees for up to twelve (12) credit hours per year or an employee shall be eligible for tuition reimbursement for twelve (12) credit hours per year for courses other than those taken at Grand Rapids Community College. Part-time employees will qualify for GRCC courses only. This benefit is not prorated.

Each full time employee's spouse shall be reimbursed for up to six (6) credit hours per semester for courses taken at Grand Rapids Community College, Community Education and High School completion courses at the residency tuition rate only.

Employees are encouraged to take educational courses at Grand Rapids Community College to improve their work skills and knowledge. An employee may take courses during regular working hours by flexing their schedule with the written approval of their supervisor and/or the Executive Director of Personnel.

Approval application forms must be filed ten (10) days prior to the beginning of the course. Upon the completion of an approved course, the employee shall complete and submit a tuition reimbursement form along with a copy of the earned grade and proof of payment of the course to the appropriate office for processing. The Board shall process the claim according to its policies and procedures in effect for all other billings.

Courses taken at other institutions shall be reimbursed at the regular tuition rate charged but shall not exceed \$250.00 per credit hour.

Section 8. Parking

Each employee shall be furnished with a free parking space.

ARTICLE 16
MISCELLANEOUS

Section 1. Acts of God

In the event of tornado threats, Acts of God, or any general disaster for which students and instructors are dismissed or classes are canceled, office personnel need not report or shall be allowed to leave the College. Under these circumstances, staff may use vacation days, comp time, or a flexible schedule during that work week.

If an employee has used all of her/his vacation days for the year, she/he may borrow earned vacation time against the next fiscal year. This request must be in writing to the payroll office during the pay period of the occurrence.

Section 2. Automobile Vandalism and Theft

Employees shall be reimbursed for damage to the employee's automobile because of vandalism or theft at the rate of up to \$100.00 on the first claim within each fiscal year and total payment on second or subsequent claim within the same fiscal year. This provision does not cover auto accidents which occur in designated college parking areas. This reimbursement is subject to the following conditions:

- A. Such loss occurs during the time the employee is acting in the line of duty and the automobile is parked in the designated parking area assigned by the appropriate college administrator.
- B. The items damaged or stolen are attachments to and are regular accessories of the automobile. Note: tapes, CDs and add-on equipment systems are not considered to be a regular accessory.
- C. In case of damage or theft to the inside of the automobile, the automobile windows were closed and the doors were locked.
- D. The damage/loss was reported to Campus Police and the employee's immediate supervisor, in writing, within two working days after the discovery of the same.
- E. Regarding physical damage, at least two estimates from reputable local businesses shall be submitted with the claim.
- F. The employee shall fill out and sign the "Automobile Vandalism Report" in its entirety. These forms are available at Campus Police (418 Main) or Business Services Office (310 CPPB).

Section 3. Tuberculosis Test

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

Section 4. Mileage

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

**ARTICLE 17
AGREEMENT AND NO STRIKE AGREEMENT**

Section 1. Agreement Terms

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

Section 2. No Strike

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

**ARTICLE 18
DURATION**

This Agreement shall be for a period of three (3) years beginning July 1, 1997, and terminating, inclusive, June 30, 2000. Renegotiation of this Agreement for subsequent years shall be commenced by giving written notice on or before April 1, 2000. In the event no such notice is given at that time, this Agreement shall be extended for successive one-year periods. Unless otherwise stated, all provisions of the Agreement shall be effective.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf of their duly authorized representatives as of the 3rd day of November, 1997.

THE BOARD OF TRUSTEES
GRAND RAPIDS COMMUNITY COLLEGE

GRAND RAPIDS COMMUNITY
COLLEGE OFFICE PERSONNEL

BY Jackson R. Day
Its Chairperson

BY Elizabeth J. Timmer
Its President

BY Richard W. Verburg
Its Secretary

BY Candy Norder
Team Member

BY William J. Foster
Chief Negotiator

BY Katherine Oakes
Chief Negotiator

Memorandum of Understanding
signed October 16, 1997

This is an agreement between Grand Rapids Community College and the Grand Rapids Community College Office Personnel Association effective July 1, 1997.

Language was inadvertently deleted from Article 14, Sections 6 and 7 in the 1997-2000 GRCCOP Contract. This was an oversight on the part of both groups. The two sections should read as follows:

ARTICLE 14, SECTION 6, PARAGRAPH A:

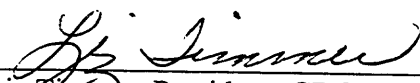
Probationary Period

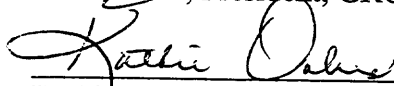
The probationary period for employees newly hired into the bargaining unit shall be six months, which may be extended by the Executive Director of Personnel for up to three (3) additional months. If a new employee's performance is deemed to be unacceptable during the probationary period, the employee may be terminated. During the six month period, the employee may not apply for other Association positions that are posted.

ARTICLE 14, SECTION 7, PARAGRAPH A:

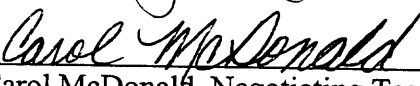
Trial Period

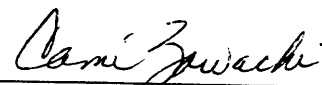
The trial period shall be ninety (90) calendar days, which may be extended by the Executive Director of Personnel for up to three (3) additional months. During the ninety (90) day period, the employee may not apply for other association positions that are posted.



Liz Timmer, President, GRCCOP

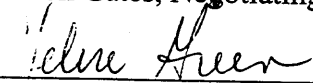

Kathie Oakes, Chief Negotiator

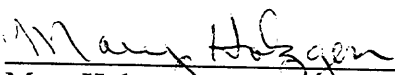

Candy Norder, Secretary

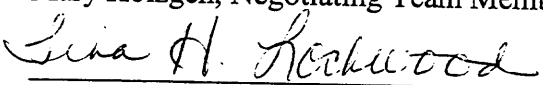

Carol McDonald, Negotiating Team Member


Cami Zawacki, Executive Director Personnel


Sharon Gates, Negotiating Team Member


Velvie Green, Negotiating Team Member


Mary Holzgen, Negotiating Team Member


Tina Lockwood, Negotiating Team Member

Memo of Understanding
signed December 1, 1997

This is an agreement between Grand Rapids Community College and the Grand Rapids Community College Office Personnel Association effective July 1, 1997.

The language in Article 12, Section 2, Paragraphs D1 and E1 do not accurately reflect the current practice of awarding vacation time to both full and part time non-52 week employees. The two sections should read as follows:

ARTICLE 12, SECTION 2, PARAGRAPH D1:

Entitlement - Full-time

1. Each employee employed for less than one (1) year shall earn one (1) day for each five (5) weeks of continuous employment not to exceed six (6) days. The first year entitlement is to be used after July 1.

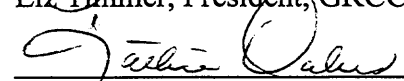
ARTICLE 12, SECTION 2, PARAGRAPH E1:

Entitlement - Part-time

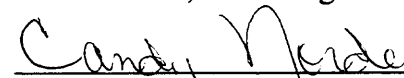
1. Each employee employed for less than one (1) year shall earn one (1) day for each five (5) weeks of continuous employee not to exceed five (5) days. The first year entitlement is to be used after July 1.



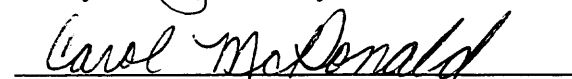
Liz Timmer, President, GRCCOP



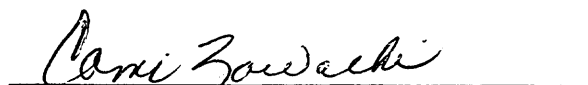
Kathie Oakes, Chief Negotiator



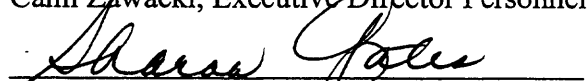
Candy Norder, Secretary



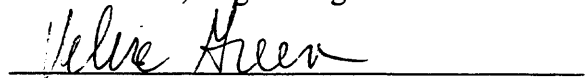
Carol McDonald, Negotiating Team Member



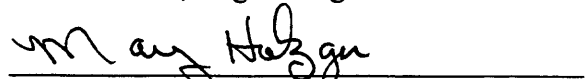
Cami Zawacki, Executive Director Personnel



Sharon Gates, Negotiating Team Member



Velvie Green, Negotiating Team Member



Mary Holzgen, Negotiating Team Member



Tina Lockwood, Negotiating Team Member

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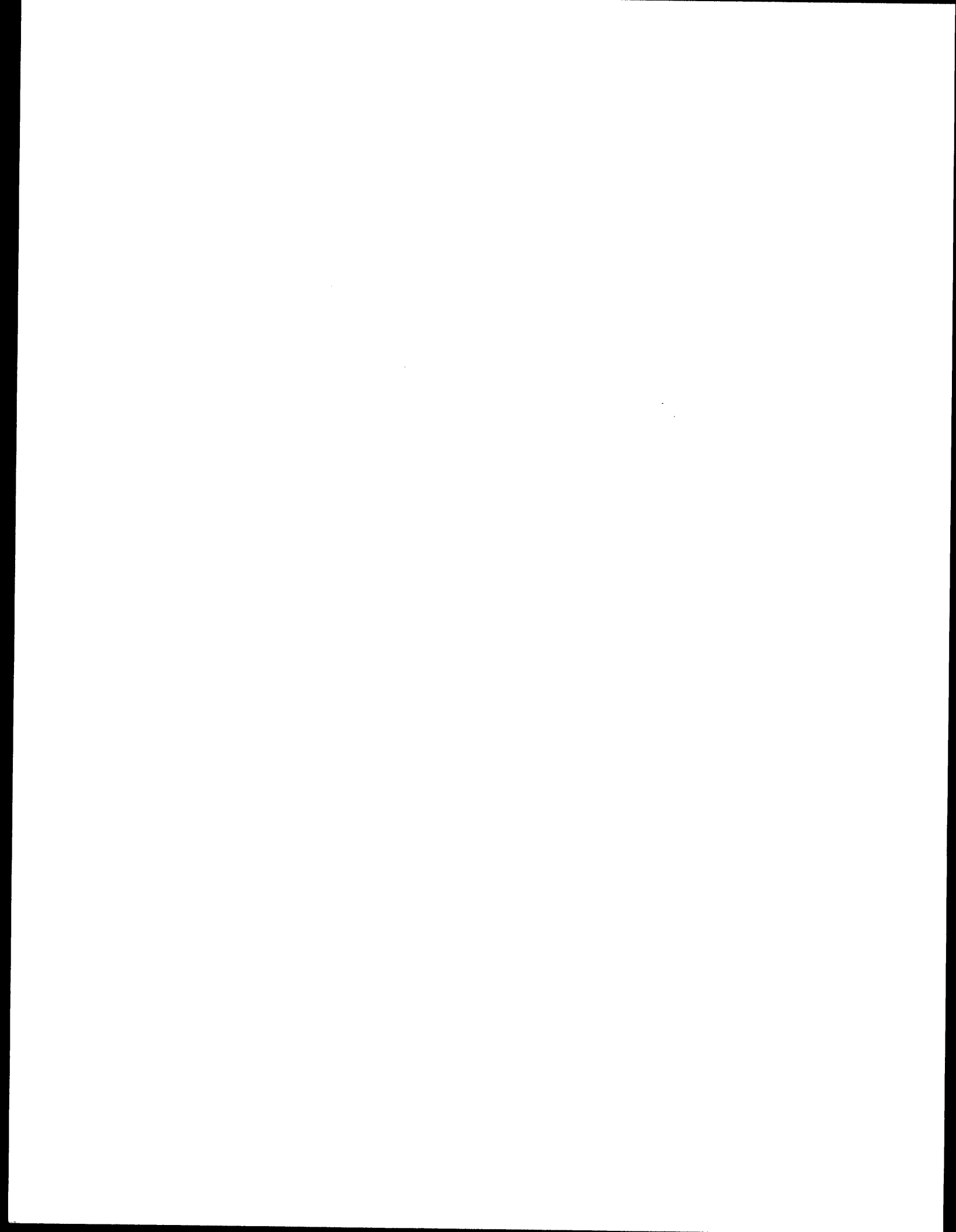
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EQUAL OPPORTUNITY AND NON-DESCRIMINATION

Grand Rapids Community College is an equal opportunity institution and does not discriminate on the basis of race, color, religion, sexual orientation, political persuasion, gender, age, national origin, weight, height, marital status, non-disqualifying disability or status as a Vietnam Era veteran in any of its education programs and activities, including admissions and employment.

The above measures, in conjunction with other related state laws and College policies and procedures, will assure all individuals opportunity for consideration/redress of complaints of illegal discrimination. Affirmation Action, Equal Employment Opportunity, and American Disabilities Act information may be obtained from the Supervisor of Labor Relations, AA/EEO, 404 B CPP, 143 Bostwick Ave. NE, Grand Rapids, MI. 49503-3295. Telephone 616 234-3453

