



Jackson Community College
BOARD OF TRUSTEES

&

Jackson Community College
Educational Support Personnel Association

AGREEMENT

July 1, 1998 to June 30, 2001

Jackson Community College

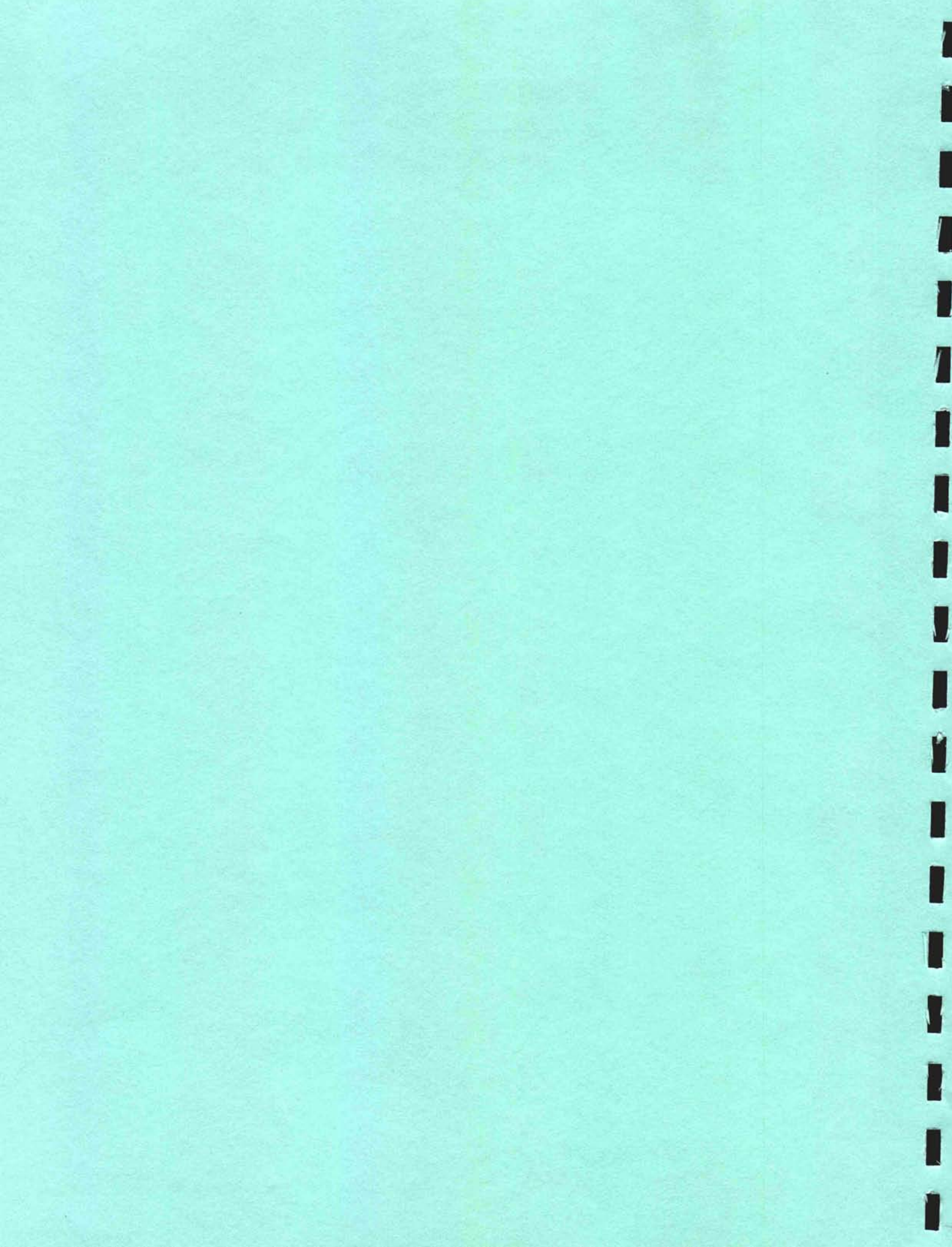


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ARTICLE I: AGREEMENT

This Agreement entered into this 14th day of December, 1998, by and between the Board of Trustees of the Jackson Community College (hereafter called the Board or Employer) and the Jackson Community College - Educational Support Personnel Association (JCC-ESPA), JCEA/MEA/NEA, (hereinafter called the Association) for the Master Agreement in effect July 1, 1998 through June 30, 2001.

ARTICLE II: RECOGNITION

The Jackson Community College hereby recognizes the Jackson Community College Educational Support Personnel Association (JCC-ESPA), JCEA, MEA/NEA, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq; MSA 17.455 (1) et seq., (PERA), for all full time and regular part time classified and technical personnel; excluding the secretaries to the President, Vice Presidents, Director of Human Resources; supervisors, and all other employees, (MERC Case No. R84 C-116). Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- A. **Full-Time Employees:** A bargaining unit member hired to work for a minimum of thirty (30) hours per week and for a minimum of twelve (12) consecutive weeks.
- B. **Part-Time:** A bargaining unit member hired to work for twenty-nine (29) hours or less per week.
- C. **Probationary Employees:** A bargaining unit member who is employed to fill a full- or part-time position shall, for a period of ninety (90) calendar days, be a probationary employee.

During the probationary period, probationary contract employees shall come under all of the terms and conditions of this agreement except access to the grievance procedure in the case of disciplinary action or dismissal for other than JCC/ESPA activity.

- D. **Temporary Employees:** Temporary employees are employed to temporarily replace bargaining unit members on paid or unpaid leaves of absence or employed for brief period of time to supplement existing staff during peak work periods.
1. Temporary employees may be assigned duties on a full or part-time basis but are not part or full-time employees as defined in Article II A & B of this agreement.
 2. Temporary full-time employees are not eligible for medical insurance and pro-rated vacation leave for the first ninety (90) calendar days of employment. Temporary employees working thirty (30) hours a week or more become eligible for medical insurance and pro-rated vacation leave on the 91st day of employment.
 3. Current part-time employees may be temporarily assigned additional hours. Should this assignment result in the employee working thirty (30) hours per week or more for longer than ninety (90) calendar days, the employee will be eligible for medical insurance and prorated vacation on the 91st day of the assignment. At the end of the temporary assignment the employee will return to his/her regular schedule and will no longer be eligible for medical insurance and pro-rated vacation leave.

ARTICLE III: MANAGEMENT RIGHTS

- A. Except as limited by a provision of this Agreement, the Board shall continue to have the right to take any action it deems appropriate in the management of its operations, and the direction of the work force in accordance with its judgment. All inherent and common law management functions and prerogatives, which the Board has not modified or restricted by a provision of this Agreement, remain vested in the Board.
- B. The Board reserves the right, in accordance with its judgment, to reprimand, suspend, discharge or otherwise discipline employees; to hire, promote, rehire, demote, transfer, layoff and recall employees to work, to maintain the efficiency of employees, close down operations or any part thereof, or expand, reduce, alter, transfer, assign or cease any operation, to regulate the use of and operation of equipment and property of the Board, to schedule work, to assign work, to determine the size and composition of the work force, to make or change rules, policies and practices not in conflict with the provisions of this Agreement; to introduce new and improved techniques, methods, materials and equipment, and otherwise generally manage the operations and work force and establish terms and conditions of employment, except as modified and restricted by this Agreement.
- C. The Board not exercising any management rights hereby reserved to it, or exercising any management rights hereby reserved to it in any particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE IV: PURPOSE

- A. The parties agree that the Board is engaged in furnishing an essential public service, vital to the health, safety, comfort and general well-being of the specific population that it serves. Both parties to this Agreement recognize the mutual responsibility they have to the public which they serve, and have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between the Employer and the Association, bearing in mind that all interpretations of this Agreement shall be based upon the fulfillment of the mission of the Employer as stated herein. It is the intent of this document to establish an orderly relationship between the Board and the Association so that the service to the public shall be on an efficient, uninterrupted and economical basis.
- B. This Agreement is negotiated pursuant to Public Employment Relations Act as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit as defined above.
- C. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members and the Association. The Employer and the Association further recognize the mutual benefit of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- D. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by the written mutual consent of the parties or expiration of the Agreement. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with the provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE V: ASSOCIATION AND MEMBER RIGHTS

- A. **Association Membership:** Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every eligible employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of the United States; that it will not discriminate against any employee with respect to any term or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

The Association agrees to be bound by the same applicable laws.

- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other laws and regulations as they apply to the community college. The rights granted to employees in this Agreement are in addition to those provided elsewhere.

C. **Use of Facilities**

1. To the extent that the same is required by Law and common courtesy, the Employer shall permit the Association and its representatives to use the facilities of the Employer upon timely request by the Association. Facilities shall mean buildings, offices, equipment, supplies, or any other tangible or intangible property owned by the Employer. The utilization of such facilities shall be in the discretion of the Employer and the denial of any request for the utilization of any such facilities shall not be cause for any grievance hereunder, it being understood that the use of such facilities, upon request, shall not be unreasonably withheld.
2. It is further understood that the Association shall indemnify the Employer for any loss or damage, other than reasonable wear and tear, when any such facilities are utilized pursuant to the above paragraph and shall hold the Employee harmless from any claim for damage or liability in connection therewith.

- D. **Official Association Business:** Duly authorized representatives of the Association (officers of the local Association and the area representative) shall be permitted to transact official Association business on College property, provided they shall have first notified the appropriate employer representative. Such official business shall not interfere with nor interrupt College operations.

- E. **Association Communication:** Bulletin boards and other established media of communication shall be made available to the Association for official business. This shall not require the construction nor placement of additional bulletin boards. This right shall not be used as a means of personal attack on the members of the Board of Trustees or members of the staff.
- F. **Association Office:** The Board agrees to make available a room in one of the college buildings suitable for use as an Association office, and duly authorized representatives of the Association shall be permitted to transact official Association business on college property, but this shall not interfere with nor interrupt college operations. The Association agrees to pay the cost of installing and maintaining private telephone service.
- G. **Information Requests:** The Board shall furnish to the President of the Association, or his/her designee, information relevant to collective bargaining or to the processing of a grievance.
- H. **Non-Discrimination:** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, national origin, age, sex, marital status, or political affiliation.
- I. The Employer will not aid or assist in the organization of a competing labor organization.
- J. **Association Leave:** The Employer shall grant the Association fifteen (15) days of paid leave of absence each year for the use of its representatives to conduct Association business or to participate in governance, training or related activities of the Association. The Employer will be notified at least two (2) days in advance of the use of any such day or days. Notification shall be through the President of the Association to the office of such designated administrative official as the Employer may choose. The Association agrees that such days shall not be used in connection with job action activities of other associations.
- K. **Private Life:** No employee shall engage in any conduct or activity, whether on or off-duty, which would reflect unfavorably upon or discredit the College. Except as qualified herein, the private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board.
- L. **Harassment:** Association members have the right to perform their work free from harassment, assaults, batteries and other outrageous conduct from students, other employees or members of the general public on the property of the Employer. Any incidents of the forenamed activity shall be reported to the employee's immediate supervisor, as soon as the same can be reasonably done. The Employer agrees to render reasonable assistance to the adversely affected employee and to take such action as it deems appropriate with respect to the perpetrator of such activity and to inform the Association and the employee of its action therewith.

- M. **Rules and Regulations:** The Employer reserves the right to make and promulgate such rules, regulations and directions as it deems appropriate in keeping with the fulfillment of its charter and purpose. Bargaining unit members shall comply with these rules, regulations and directions. Any employee or group of employees adversely affected by such rules, regulations and directions, may challenge same through the grievance procedure. No employee shall be required to comply with any rule, regulation or direction which place the employee in imminent danger to his/her well being.

ARTICLE VI: GRIEVANCE PROCEDURE

A. Terms and Time Periods

1. Definition -- A claim or complaint, by a bargaining unit member, group of bargaining unit members or the Association, that there has been a violation, misinterpretation, or misapplication of any of the provisions of this agreement. Also, any disciplinary action based upon any established practice, rule, order, policy, or regulation adversely affecting bargaining unit members may be processed as a grievance, as hereinafter provided.
2. Time Period --To be valid a grievance must be filed, at the Formal Level 1, within twenty-eight (28) calendar days from the time the grievant became aware or should have been aware of the event which gave rise to the alleged grievance.
3. Extension of Time Periods - Time periods may be extended by mutual agreement by the parties.

B. Hearing Levels

1. Informal Level
When any bargaining unit member is aggrieved, as defined above, the affected bargaining unit member or members shall request a meeting with his or her immediate supervisor in an effort to resolve the complaint. The Association may be notified by the bargaining unit member and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the disposition of the grievance, he or she may formalize the complaint in writing, as is set forth in Formal Level 1 following.
2. Formal Level 1 -- If a grievance is not resolved, as provided at the Informal Level, the grievance may be formalized in writing (within the original twenty-eight (28) calendar day time frame) upon a form, as set forth in Appendix E in the Addendum to this Agreement. A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within seven (7) calendar days of receipt of the grievance, render a written decision. A copy of the decision shall forthwith be delivered to the grievant and to the Association.

C. Mediation

1. Any dispute not resolved under the Grievance Procedure as set forth in this Agreement may be alternately resolved under the following terms and conditions. The parties agree that within thirty (30) calendar days from the date hereof they shall meet and mutually select three (3) parties who will serve as Mediators of any disputes arising hereunder. Said Mediators shall, by qualification, be members then on the panels of either the Michigan Employment Relations Panel of Arbitrators, the American Arbitration Association, the Federal Mediation Panel of Arbitrators, or the Society of Professionals in Dispute Resolution Arbitrators.
2. The names of such parties shall then be drawn from lots and once drawn shall not be utilized for dispute resolution until the remaining two members have been utilized, except by mutual agreement of the parties. The Mediator shall then hear any and all evidence offered by either party to the dispute in a hearing conducted in accordance with the rules of expedited arbitration as published by the American Arbitration Association. The Mediator shall then make a recommendation or recommendations, as the case may be, to the parties for the resolution of the dispute. The Mediator's recommendation must be made within the confines of the Collective bargaining Agreement, however, the Mediator shall have the authority to recommend resolutions beyond the exact terms of the Agreement, as alternate resolutions, and under such terms and conditions as the Mediator shall deem to be in pursuance of the spirit and intent of the Collective Bargaining Agreement and in pursuance of good industrial relations.
3. The parties shall have seven (7) days from the receipt of the Mediator's recommendation or recommendations to accept or reject the same, or to accept in part the same, and the parties shall then meet in an effort to resolve the dispute. If such recommendations are dispositive of the matter, the matter shall then be deemed resolved, however, at all times any resolution achieved in this manner shall:
 - (1) not set any precedent with respect to the interpretation of the Agreement or other precedent whatsoever, unless mutually agreed between the parties,
 - (2) such disposition shall not be utilized or alluded to in any way, form, or manner, in any subsequent hearings, nor shall the same be dispositive of any other pending matters or future matters, except as the same sets forth a consistent interpretation of the Collective Bargaining Agreement.
4. If the recommendations are not dispositive of the issues, then either party shall have the right to take such action as they deem appropriate in any manner authorized by law, including but not limited to, charges filed with the Michigan Employment Relations Commission, charges filed with any of the Courts of this State, or Courts of this nation, or any other such forums having jurisdiction over the parties hereto.
5. Costs of the mediator service shall be shared equally by the parties.

ARTICLE VII: CONTINUITY OF OPERATIONS

- A. **No Strike Clause:** Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act.
- B. **No Lockout Clause:** The Employer and the Association agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Employer also agrees that it will not lockout any bargaining unit member during the term of this Agreement or during any period which a successor Agreement is being negotiated by the parties.

ARTICLE VIII: SUB-CONTRACTING/PRIVATIZATION

A. **Sub-Contracting**

For purposes of this agreement the term sub-contracting is used to refer to the short-term, intermittent or temporary use of staffing sources outside the bargaining unit.

1. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this Agreement, without the prior written agreement of the Association.
2. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
3. The Employer will not sub-contract work unless:
 - a. Association members do not possess the skills to perform the work as reasonably specified.
 - b. The manpower, equipment and capacity of the Employer to perform the work, as reasonably specified, with Association members is not available.

- c. The work involves a visiting or performing group which, by contract, requires the use of other unionized employees or employees of the group.
 - d. The work involves physical plant activities at any of the extension center campuses (Lenawee, Hillsdale, Downtown Jackson).
4. The parties mutually recognize the Employer's right to introduce new technology and techniques into the workplace. Any displacement or layoff of personnel caused by same shall be handled pursuant to the layoff and recall provisions of this agreement.

B. Privatization

For purposes of this agreement the term privatization will refer to the sale, lease or operational agreement of all or a portion of a unit to an individual, agency, group or company outside of the College on a long-term continuous basis.

Whenever the Board/College/Administration determines that privatization of any activity (e.g., work group, unit, department, division) of the College is to be considered, the following policies/procedures shall apply:

1. The Association will be notified not less than ninety (90) days prior to the announced decision date.
2. A joint Administration/Association team will be formed to consider all aspects of a possible recommendation to privatize. The team will:
 - a. Review all available data and information that prompted consideration of privatization (e.g., bids from outside vendors).
 - b. Collect additional data/information as needed.
 - c. Study alternatives to privatization such as reorganization, phasing down of staffing levels or other restructuring of the effected department/division.
 - d. Provide a recommendation to the President.
3. The team would be composed of five (5) members.
 - a. The Administration would appoint one (1) administrator to the team. The administrator or designee would represent the area selected/considered for the privatization.
 - b. The Association will appoint one (1) team member.
 - c. The Classified/Technician staff in the effected area will select one (1) team member from their work group.

- d. Two (2) other team will be selected. These additional members will be selected from employees of JCC. The Association and the Administration will each submit a list of five (5) people. The Association representative and the Administration representative will select two (2) people from the ten (10) submitted. Should agreement fail reached then each party selects one (1) representative.
 - e. The team will have a facilitator. The facilitator will not have a vote. A list of three (3) names will be submitted by the Administration to the team. The team will select one of the three (3). Should the team fail to reach consensus on the selection the Administration will select one of the three (3).
4. The team will use the tools and methods of the continuous improvement process utilized at the College. Appropriate training will be provided, as needed.
 5. The team will make their final recommendation not less than fourteen (14) calendar days prior to the decision date in B.1., above. Should the team fail to reach consensus, a majority and minority report may be submitted to the President.
 6. The President will transmit the recommendation(s) to the Board of Trustees. The Board's final decision shall be binding on all parties and not grievable.
 7. Any action pursuant to the above process that effects the continued employment or working conditions of any bargaining unit member shall be subject to the provisions of this agreement. Efforts will be made to reconfigure staffing assignments so as to preclude layoff of any bargaining unit member.
 8. Any waivers to this agreement proposed through the above process shall require a written agreement by the Association and the Board.
 9. No work group alone will be subject to the above process more than once in any twenty-four (24) month period.

ARTICLE IX: MAINTENANCE OF MEMBERSHIP AND PAYROLL DEDUCTIONS

A. Maintenance of Membership

Any bargaining unit member who, is a member as of May 13, 1986, or who becomes a member thereafter, shall, as a condition of employment, be required to maintain membership in the Association (including Local, State and National dues) provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- B. Bargaining unit members may, at any time, sign and deliver to the Payroll Office and the Treasurer of the Association, an assignment authorizing deduction of continuing membership for professional dues. The bargaining unit member may resign membership in the association only from August 24 to August 30 each year by providing a written resignation to the Association President with a copy to the Human Resources Office, to terminate payroll deduction of dues, if applicable.
- C. The Association in all cases of discharge for violation of this article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appeal levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

E. Payroll Deductions

1. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Pursuant to such authorization, the Employer shall deduct one-twenty (1/20) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
2. Payroll deductions are also authorized for United Way, U.S. Government Saving Bonds, Group Insurance Premiums, Insurance Premiums, and any other deductions which may be mutually agreed upon. Electronic payroll deposits are made to most banks and credit unions.
3. Wage reductions are authorized for tax sheltered annuities.

ARTICLE X: NEGOTIATIONS PROCEDURE

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its duration as set forth herein. It is likewise contemplated that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.
- B. Representatives of the Employer and the Association's bargaining committee will meet at reasonable times for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure and the party requesting the meeting shall inform the other of agenda items. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified Articles.
- C. Negotiations between the parties on a successor Agreement shall begin in a timely fashion after notice of intent to bargain and pursuant to statute. When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- E. There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed by the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association twenty-five (25) copies of the Agreement.
- F. **Separability:** If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Contrary to law shall mean the decision of the first line competent authority.
- G. **Zipper Clause:** The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may have not been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- H. **Modification to Agreement:** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Association. It is further understood and agreed that this contract constitutes the sole and complete Agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

ARTICLE XI: LEAVES OF ABSENCE

A. Vacation

1. Any full-time employee shall be allowed vacation leave with pay at the rate of forty (40) hours for the first six (6) months of full-time service and, thereafter, at the rate of eighty (80) hours for each year. Forty (40) hours of vacation leave will be added to the employees' accumulated total number of vacation leave hours on December 31 and June 30, or a pro-ration of the forty (40) hours in the case of new employees. Each employee who has completed four (4) years of continuous service shall be one hundred twenty (120) hours of vacation leave and those with eight (8) years of service shall be allowed one hundred sixty (160) hours of vacation leave.
2. For determining when an employee becomes eligible for one hundred twenty (120) hours or one hundred sixty (160) hours of vacation, the anniversary date of hire will be used.
3. Vacation leave shall not be granted in excess of vacation credit earned without administrative approval. Additional days without pay may be taken with supervisor approval.
4. Vacation shall be scheduled with particular regard to seniority of employees, in accordance with operating requirements and, insofar as possible, according to the desires of the employees.
5. The administrative supervisor shall be the final authority for approval of all vacation schedules based upon the factors set forth in section 3 above.
6. Vacation credit shall not be earned during disability absences of more than thirty (30) calendar days.
7. Bargaining unit members may carry a maximum of eighty (80) hours forward on June 30 each year. Any hours in excess of the maximum will be forfeited unless the bargaining unit member obtains permission, prior to June 30, from the President of the College, to carry forward additional hours.
8. Any part-time employee who worked a minimum of 1,000 hours during the prior fiscal year (July 1 - June 30) shall receive eight (8) hours of vacation leave posted on July 1. The employee must use this vacation leave, in increments of four (4) or eight (8) hours, prior to June 30th of the following year or the unused leave will be forfeited.

B. Sick Days

1. Each full-time bargaining unit member shall earn sick days at the rate of sixty four (64) hours annually. The unused portion of such allowance shall accumulate and will be applied to the employee's short-term disability bank. If an employee has exhausted his/her annual sick leave allowance, days may be used from the employee's short-term bank for his/her own illness, if a statement is submitted from a Licensed Medical Practitioner.

2. When temporary disabilities require the employee (part or full-time) to miss work for a period of three (3) days, three consecutive scheduled work shifts, or more, (illness, accident, pregnancy, etc.) a statement from a Licensed Medical Practitioner will be required. The statement will include the beginning date of the disability and the date the Licensed Medical Practitioner expects to release the employee to return to work. Prior to returning to work, the employee must provide a statement from the Licensed Medical Practitioner releasing the employee to return to work. The statement shall be in the form as displayed in Appendix F or similar form provided by the physician's office.
3. "Family" shall be defined as spouse and dependents as defined by the IRS.
4. Sick leave shall not be earned during disability absences of more than thirty (30) calendar days.

C. **Short-Term Disabilities**

Days for this purpose are calendar days.

1. Short-Term Disability Bank - Up to Thirty (30) Calendar Days

- a. Use of any days from the short term bank require a statement from a Licensed Medical Practitioner and are only for the employee's illness.
- b. During the first thirty (30) calendar days of a disability the employee must first utilize any remaining annual sick days and then days from their short term disability bank. If the employee does not have sufficient days they may utilize available leave in the following order, first personal then vacation leave days (leave days will be applied as work, not calendar days). If the employee elects not to utilize leave days and/or after all leave days are exhausted the balance of the first thirty (30) calendar days will be leave without pay.
- c. When holiday(s) occur during the employee's first thirty (30) days of a disability, the holiday will be counted in the calendar calculation. If the employee is utilizing any type of leave (personal, vacation or sick) during a week that a holiday occurs the employee will not be charged leave day(s) for the holiday(s).
- d. Start up allowance -- Short-Term Disability Bank
All new employees will start with thirty (30) days in their short-term disability bank.
- e. This bank may accumulate without limit but may only be utilized as defined above.

2. Thirty-one (31) through Ninety (90) days

Pay will be continued or resume at 85% for the second thirty (30) days and at 75% for the third thirty (30) days.

3. Illness Beyond Ninety (90) Days

Total or permanent disability beyond ninety (90) calendar days will come under the provisions of the long-term disability insurance program set forth elsewhere in this Agreement.

- D. The Employer reserves the right to confirm the employees' long or repeated care with the physician and to request that the employee undergo a physical examination by a second physician, at college expense. The Employer will select five physicians and the employee may schedule an appointment with the physician of their choice from the list of five.

E. Long-Term Disability Leave

1. Compensation: See article XXVI, A, 7

2. Seniority: seniority shall not accrue for disability leaves beyond six months.

3. Benefits

- a. Vacation and sick leave shall not be earned during disability leaves of more than thirty (30) days.

b. Health Insurance

- (1) The college will continue health insurance coverage for the disabled employee and/or his/her family for no more than two years following the disabling event.

- (2) The dollar amount contributed by the college for insurance coverage will be the same amount contributed for active employees.

- (3) The health insurance program options provided will be the same as provided to active employees.

- (4) If the employee's spouse and/or dependents are eligible or become eligible during the two year period, for insurance benefits from another source they must accept that coverage.

- (5) At the end of the two year period the employee will have the option of continuing his/her health insurance by paying the premiums in accordance with COBRA legislation.

4. During the first six months the employer may fill the position with temporary personnel, contracted personnel or in any other fashion. If the leave is longer than six months the employer may post and fill the vacancy.

5. Return from a Disability Leave

- a. Six (6) months or less:

The employee shall be returned to the employee's previous position, if the position still exists.

- b. Leaves six (6) months to two (2) years:

When the duration of leave is longer than six (6) months but less than two (2) years the employee will be returned to the first available vacancy for which he/she is qualified. The employee must provide medical documentation of their fitness to return to work. The "first available vacancy status" will be limited to not more than 365 days beyond the date of the declaration of intent to return to work.

- c. Beyond (2) years:

If the employee's disability leave is for two years or more the employment relationship is terminated. If at a later time the employee's status changes and he/she is able to return to work he/she must reapply for college employment as an external candidate.

F. Worker's Compensation Leave

1. All incidents of occupational injury and/or illness will be reported, within twenty-four (24) hours of occurrence or within twenty-four (24) hours of the employee becoming aware of the injury/illness, on a college incident form.
2. In non-emergency situations the employee will provide advance notice and a statement from a licensed medical practitioner regarding the scheduling of leave.
3. During the first six (6) months the employer may fill the position with temporary personnel, contracted personnel or in any other fashion. If the leave is longer than six (6) months the employer may post and fill the vacancy.
4. The terms and conditions of a worker's compensation leave will be governed by the Worker's Compensation Act.

G. Bereavement Leave

The College will grant up to twenty-four (24) hours per year off with pay for bereavement(s). An employee may be required to submit documentation.

H. Personal Leave

An employee may, without loss of pay, receive up to sixteen (16) hours to meet necessary emergency business or other personal commitments (including but not limited to medical, dental and legal appointments) occurring on work days. Requests for such leaves, when known in advance, shall be presented to the supervisor one (1) week prior to the requested time off. In emergency situations the employee may speak directly with the supervisor on duty at the time of said request. Leave forms are available in the Human Resources Office. An employee may be requested to submit documentation.

- i. At termination of employment and/or retirement no compensation (payoff) will be provided for unused personal, bereavement, sick leave or days accumulated in the employees' short-term disability bank.

J. **Special Leave**

1. In addition to leaves authorized above, an employee may request to be absent without pay for personal reasons by giving notice to the supervisor, and the Human Resources Office, at least a week in advance of the leave. A form for this purpose is available in the Human Resources Office. Final authority for approval and length of special leave shall rest with the Director of Human Resources upon recommendation of the administrative supervisor.
2. Seniority shall not accrue for unpaid leaves beyond six months. Vacation and Sick Leave shall not be earned during unpaid leaves of more than thirty (30) days.
3. During the first six months the employer retains the right to fill the position with temporary personnel, contracted personnel or in any other fashion. If the leave is approved for longer than six months or is extended beyond six months by request, the employer may post and fill the vacancy.
4. Return from an unpaid leave shall be to the employee's previous position if the leave is six (6) months or less. If the duration of an unpaid leave is longer than six (6) months, the employee must declare the intent to return to work not later than 365 days after the first date of the initial leave. Following the declaration of intent, the employee will be returned to the first available vacancy for which he/she is qualified, but the "first available vacancy status" will be limited to not more than 365 days beyond the date of the declaration of intent to return to work.

K. **Jury Duty or Trial Witness**

1. Employees will be allowed time off, with pay, for days spent in jury service or as a trial witness. Employees who are excused from jury duty for one-half (1/2) day or more shall report to the College for regularly assigned duties. Compensation, other than expenses for jury duty shall be remitted to the General Fund of the College.
2. An employee shall notify the supervisor and the Human Resources Office at the time he/she receives notice to appear for examination for jury duty and when he/she receives a summons for service on the jury.

L. **Military Leave**

Any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to Military Leave without pay. College service will be recorded during these periods. These benefits can only be maintained if the employee reports back within three (3) months after date of discharge.

M. **Family Medical Leave**

1. Under specified circumstances related to family health and childbirth up to twelve weeks of unpaid leave per year will be granted in accordance with the Family and Medical Leave Act of 1993. Additional unpaid leave may be requested in accordance with Article XI, J.
2. Vacation and sick leave shall not be earned during the unpaid leave.
3. Following an FMLA leave the employee will be reinstated to the same or an equivalent position.

N. **Absence Reports**

An employee, part or full-time, is not expected to absent himself/herself from work for any reason other than personal/family illness or emergency situations without making prior arrangements before the start of his/her shift with the supervisor. Employees finding it necessary to be absent from work are to notify their immediate supervisor, or a designee, immediately. If the absence continues beyond the first day the employee must notify the supervisor on a daily basis unless under long-term physician's care in which case a notice from the physician will be required.

M. **Medical Examinations**

At the request of the President, any employee shall receive a physical examination by a physician, selected by the College, from a list approved by the employee, covering any condition which interferes seriously with the employee's performance of duties. The cost of such an examination shall be borne by the College.

ARTICLE XII: WORK DAY - WORK WEEK

- A. **Work Week**: The work week for bargaining unit members shall vary according to the needs of the college.
- B. **Work Day**: Bargaining unit members shall generally be scheduled to work an eight (8) hour day exclusive of a sixty (60) minute meal break.
1. **Split Shifts**: Employees required to work split shift schedules shall be considered to be on meal break during the non-work hours. See split shift provisions in Article XIX, A.
 2. **Call-In**: The minimum call-in for emergency situations shall be two (2) hours for pay purposes.

C. **Meal/Relief Breaks**

1. All bargaining unit members will be entitled to two (2) fifteen (15) minute relief times each day provided that bargaining unit members working less than the normal work day will receive one (1) fifteen (15) minute relief time period for each four (4) hours worked and an additional fifteen (15) minute relief period for any major fraction of four (4) hours worked beyond the first four (4) hour period. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief period for every two (2) hours worked.
2. Employees are expected to use meal breaks and relief times. No overtime, vacation time or other time-off can be accumulated by skipping the meal breaks or relief times unless authorized in advance by the supervisor.

D. **On-Call Status**

1. A bargaining unit member who is designated, by their administrative supervisor, as being "on-call" during non-duty hours shall receive \$9.00 per day (or fraction of day thereof) for the days they are assigned "on-call" responsibility.
2. "On-call" duty will be assigned first on a volunteer basis. If no volunteers the least senior qualified member in the work group will be assigned.
3. No compensation will be paid to bargaining unit members who for their own convenience: carry a "beeper" or "pager", provide access to their cellular phone, carry a two-way radio, or other communication device during "off-duty" hours.
4. Bargaining unit members who are required to carry a beeper, pager, radio, cellular phone and/or two-way radio or other communication device during "duty hours" shall not receive additional compensation.
5. Each department utilizing the "on-call" designation will develop procedures regarding who is authorized to contact the "on-call" person and what conditions constitute an emergency.

E. **Use of Substitutes:** Substitutes may be used to perform bargaining unit work during absences by regular bargaining unit members or when an unfilled vacancy exists.

F. **College Closings:** Nothing in this agreement shall require the employer to keep offices/buildings open in the event of inclement weather or when otherwise prevented by an Act of God, or an event that causes the closing of the college. The method of notification of college closing is not subject to the grievance procedure.

1. When the college is closed to students, bargaining unit members may be required to report to work at a later hour. It shall be the responsibility of the bargaining unit member to confirm work hours, under these conditions, and report to work as scheduled.

- a. Employees on vacation or taking compensatory time will be recorded as having taken the time as originally planned. Closing of the college or cancellation of classes will not alter their circumstances.
- b. Employees deciding on their own not to come to work will be given the following alternatives for the absence:
 - (1) Use vacation, personal or compensatory time if any time remains.
 - (2) Take time off without pay.
- 2. Bargaining unit members required to report to work due to emergencies such as snow removal, heating system repair, etc., when other bargaining unit members are not scheduled to work, shall be compensated at one and one-half (1 1/2) times their regular rate of pay.
- G. **Flex Schedules for Classes:** Reasonable time may be allowed for employees to take courses or training activities provided a full work week schedule can be maintained. Supervisory approval is required for the activities and for flextime work schedules.
- H. Work schedules are subject to change by action of the college. All overtime shall be governed by the overtime provision of this agreement. Nothing in this Agreement shall act as or provide a guarantee of work be it hours, days or weeks.
- I. **Summer Hours:** Summer hours, shall be in effect from the third Monday in May through the Friday immediately preceding the week in which evening registration begins. Full time classified/technical employees will be required to work 37.5 hours per week during this time.

ARTICLE XIII: WORKING CONDITIONS

- A. **Life-Threatening Situations:** Bargaining unit members shall not be required to work under life-threatening situations or situations threatening to the life of others.
- B. **Designation of Supervisor:** A bargaining unit member shall be responsible to one principal supervisor as stated in the position description.
- C. **Safety Equipment**
 - 1. The Employer shall provide adequate safety equipment, including first aid kits, where appropriate. Employees whose work require them to be in contact with heavy oils, grease and/or corrosive substances and those employees required to work out of doors, shall be provided protective clothing appropriate to their work situation. The College shall be responsible for the maintenance of such protective clothing, such as Parkas, coveralls, printers smocks or aprons, or lab coats.

2. All clothing shall remain on campus and is not considered employees' personal property.
- D. **Use of Personal Vehicles:** Bargaining unit members who use their personal vehicle in the course of the discharge of their normal duties will be compensated at the rate recognized by the Internal Revenue Service Code.

ARTICLE XIV: VACANCIES, PROMOTIONS AND TRANSFERS

- A. **Definition:** A vacancy shall be defined as a newly created position within the bargaining unit certification or a position which the administration has determined shall be filled.
- B. **Postings:** All vacancies shall be posted in a conspicuous place for a period of not less than fourteen (14) days and circulated. Copies of all postings will be displayed on the bulletin board outside the Human Resources office, posted on e-mail, available in a designated office in each building and will be available upon request. Said postings shall contain the following information:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Minimum requirements
- C. Interested bargaining unit members may apply in writing to the College official designated on the posting, within the posting period.
- D. Vacancies shall be filled by the senior qualified applicant.
- E. **Notification:** Within fourteen (14) days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- F. **Trial Period:** In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a twenty eight (28) day trial in which to show his/her ability to perform the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

G. **Involuntary Transfer:**

1. Any employee aggrieved/injured by an involuntary transfer may challenge such transfer through the grievance procedure.
2. Bargaining unit members shall not be placed at or on a lower wage rate due to involuntary transfers.

H. **Temporary Assignment:** Upon written authorization by the administrative supervisor, any bargaining unit member who temporarily assumes the duties of another bargaining unit member (whose position is at a higher grade or class level) or assumes supervisory responsibilities will be paid an additional five (5) percent of his/her base salary (excluding longevity pay). A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.

ARTICLE XV: QUALIFICATIONS

- A. "Qualified", for the purposes of this agreement, shall mean the bargaining unit member meets or exceeds the minimum qualifications and has the abilities (skills) as set forth in the job description for the position. Qualifications also includes the demonstrated responsibility to perform the job.
- B. "Skills" includes the individual's knowledge together with his/her physical, mental and technical ability as it relates to a particular job.
- C. "Responsibility" includes such items as the employee's work record and his/her attendance, punctuality and ability to cooperate.
- D. "Knowledge" includes not only education and training, but also practical experience.

ARTICLE XVI: SENIORITY

- A. **Definition:** Seniority shall be defined as the length of service with the college in a position now covered by this bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day of their last hire into a position covered by this bargaining unit. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the earlier letter of acceptance, if available, absent letter(s) of acceptance, position on the seniority list shall be determined by drawing lots.

- B. **Part-Time and Probationary**: Part-time bargaining unit members shall accrue seniority on a pro-rata basis. 1820 hours worked equals one (1) year seniority. Part-time employees hired prior to July 1, 1994 shall retain all seniority accrued prior to July 1, 1994. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. **Classifications**: For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
1. Custodial (Clean, Building Maintenance, Events Teams)
 2. Physical Plant Maintenance
 3. Clerical/Secretarial
 4. Technical
 5. Grounds
- D. **Seniority Lists**: The Employer shall prepare, maintain and post the seniority list(s). Separate seniority lists shall be maintained for full-time and part-time employees. Seniority lists shall be prepared and posted conspicuously in all buildings of the Employer. Seniority lists will be updated and revised quarterly on July 1, October 1, January 1 and April 1. Revised lists will be posted by August 1 and February 1 each year. A copy of the revised seniority lists shall be furnished to the Association.
- E. State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.
- F. **Loss of Seniority**: Seniority shall be lost by a bargaining unit member upon termination, job abandonment, failure to return from layoff within a reasonable time, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XVII: LAYOFF AND RECALL

- A. **Definition**: Layoff shall be defined as a reduction in the work force beyond normal attrition due to financial exigency, a change in job methods, technology, or organization of the College.
- B. **Procedure**: No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fourteen (14) days prior to the effective date of the layoff. In the event of a reduction in work force, the Employer shall first terminate or lay off probationary bargaining unit members, then lay off the bargaining unit members with the least seniority in the area or jobs to be reduced or eliminated. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified (Article XV) for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to a reduction in the work force or who have been affected by a lay off/elimination of position shall have the right

to assume a position, regardless of classification, for which they are qualified and which is held by a less senior bargaining unit member.

- C. **Waiver of Seniority Rights:** In the event of a layoff, the Employer and the Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the Agreement including the bargaining unit member's right to be recalled from such layoff.

If such an agreement is reached, the following forms shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for the purpose of the Jackson Community College impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off.

Date _____

Signature _____
Bargaining Unit Member

Date _____

Signature _____
Association Representative

Date _____

Signature _____
Employer Representative

D. **Recall**

1. Should the employer reinstate a position, within one year that had been eliminated, the employee, if not on layoff, who had previously held the position shall be offered the position.
2. The employer will consider laid off employees, based on seniority and qualifications, eligible for recall. The most senior qualified full-time employee will be recalled first.

- a. A part-time employee may only be recalled to a part-time position. If a full time vacancy occurs a part-time employee on layoff may apply for the full-time position.
 - b. A full time employee on layoff will be offered recall to any part-time vacancies that occur however, if the full time employee refuses recall to a part-time position he/she retains recall rights. If the full-time employee accepts recall to a part-time position he/she still retains recall rights to a full-time position.
3. An employee is eligible for recall for a maximum period of two years (minimum of 12 months plus one month for each year of seniority).
 4. A employee may decline recall to a position at less pay and retain their recall rights.

E. Recall Procedure

1. Notice of recall to a laid off bargaining unit member shall be accomplished by mailing such notice of recall to the laid off members address as the same noted in such employees personnel record. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address.
 2. Such notice shall recite the date and time when the recalled employee shall report to work, and shall be sent registered or certified mail, postage fully pre- paid, with a copy to the union by regular mail. Not less than two (2) telephone contacts shall be attempted with such employee within two (2) days of the mailing of the notice.
 3. Such notice shall be mailed not less than fourteen (14) calendar days prior to the date for reporting. Any employee who does not report on the reporting date shall be determined to have voluntarily quit.
- F. The employer may fill a position on a temporary basis until the recalled bargaining unit members reporting date. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.
- G. **Reduction of Hours**: There shall be no reduction in an individual bargaining unit member's work hours without fourteen (14) calendar days notice. A bargaining unit member with greater seniority may use same to maintain his/her work schedule by displacing the bargaining unit member with the least seniority, provided the employee is qualified pursuant to Article XVI. This paragraph shall only be applicable in individual hour reduction cases.
- H. **Priority Substitute Status**: A laid off bargaining unit members may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rates premium for such benefits to the Employer after the first thirty (30) days of such layoff, during which time all fringe benefits will be continued by the Employer.

ARTICLE XVIII: JOB DESCRIPTION AND CLASSIFICATION

- A. The Association and the Employer hereby agree that the job descriptions developed for each classification are those in effect on or before September 1, 1987. A copy of the descriptions shall be distributed to each bargaining unit members, for his/her current position held, and to all new bargaining unit members, for the position into which they are hired, by the College.
- B. Copies of the descriptions shall be maintained in a file by the Employer, in the Office of the Director of Human Resources, and shall be available for review by any bargaining unit member upon request, with copies provided upon request.
- C. No evaluation or changes of position descriptions, (new or those in effect September 1, 1987), shall occur without knowledge and input from the Association through the Association's President and Vice President or designees. The Director of Human Resources shall allow such input of the Association to occur in a meeting convened for this purpose.

The Director of Human Resources shall place new position descriptions on the salary schedule temporarily until an evaluation is scheduled within two (2) months.

- D. Job Descriptions shall be subject to review at the time of employee's annual performance review.
- E. Placement of classified and technical position descriptions within the classification system shall be confirmed by the ESPA President and Director of Human Resources as of October 24, 1988.

Subsequent changes shall be confirmed in a like manner and posted with the classified/technical seniority list on August 1 and February 1 thereafter.

ARTICLE XIX: OVERTIME

- A. **Authorization:** Overtime will be permitted only when authorized by the administrative supervisor or other authorized administrator who has prepared the work schedule for employees. The work schedule shall not exceed forty (40) hours per week, but may vary in days or times according to institutional needs as determined by the administrative supervisor. Employees required to work split schedules shall have a minimum of three (3) hours between shifts unless this requirement is waived by the employee. Employees required to work a split shift shall be paid a premium for hours worked on the second shift of \$0.50 cents per hour.
 - 1. Normally, overtime authorization shall be in advance and in writing.
 - 2. In emergency conditions, the supervisor shall approve the overtime prior to the next pay period.
- B. Employees regularly performing the work will be required to perform the overtime unless otherwise authorized by the administrative supervisor.

C. **Compensation**

1. Bargaining unit employees shall be paid one and a half (1 1/2) times the employee's base rate for hours worked beyond forty (40) hours per week. Allowable credit for time worked to establish the 40-hour week shall include holidays, authorized vacation time, authorized sick time, and hours which the President closes the college.
2. The Bargaining unit employee may elect to take compensatory time at the rate of one and one half (1 1/2) times the hours worked as accumulated vacation time, subject to execution of an agreement to that affect and conditions of vacation scheduling.
3. Overtime hours resulting from or worked during the second part of a split shift in A above will be paid at the base rate rather than the shift premium rate.

D. **Refusal of Overtime:** Request for employees to work overtime or on days off shall be made as soon as possible. Employees shall have the right to refuse to work if another employee, with less seniority in the same classification, who is qualified and capable of doing the work is available.

E. Seniority shall apply to overtime only when the employee is judged qualified and capable of performing the work by the administrative supervisor and provided that the employee regularly assigned shall have the first right of refusal to work in the overtime period.

F. Nothing herein contained shall be construed to require or permit the pyramiding of overtime rates.

G. **Holiday Work:** Time and one-half (1 1/2) will be paid for all hours worked on holidays as set forth in this Agreement. Payment for work on holidays shall be in addition to any negotiated holiday pay.

H. **Division of Overtime:** Overtime shall be divided among bargaining unit members within each department as follows:

Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest seniority. If all bargaining unit members within the affected department refuse the overtime, the bargaining unit member with the least seniority, who is qualified to perform the work, may then be required by the Employer to perform the overtime work.

ARTICLE XX: PROFESSIONAL GROWTH

The goal of the Employee Performance Communication Program is to assist employees in achieving maximum performance (see Appendix G For standards and format suggestions).

- A. By July 1 of each year, each bargaining unit member and/or work team will meet with his/her administrative supervisor to develop an employee performance communication program (EPCP). The EPCP must include the elements that are identified below:
1. Job performance and improvement.
 2. Concern with the maintenance of effective relationships with other employees, students, clients, and citizens in general.
 3. Contributions to departmental and institutional development.
 - a. Identify systems/process problems.
 - b. Build a shared understanding between the supervisor and the employee of each other's work responsibilities.
 - c. Create a shared understanding of the system(s) that relate to the employee's work responsibilities.
 - d. Identify and open channels of communication related to work responsibilities.
 4. Professional and/or Personal Development Activities
 - a. Identify training and educational needs
 - b. Identify career goals
 - c. First priority will be given to training needs that support the employee's current position: second priority will be training to support long term goals.
- B. By June 30 of the following year, the bargaining unit member will meet with his/her administrative supervisor to review the EPCP. Following this meeting the supervisor shall place in the bargaining unit member's personnel file a memo documenting the meeting and outlining the review and revision of the plan.
- C. **Probationary Employees**
1. No less than three (3) progress reports shall be completed during the probationary period, at approximately the third, sixth and ninth weeks. The supervisor shall provide a copy to the employee.

2. At the completion of the probationary period, and at the time a regular employment contract is issued. The employee and his/her administrative supervisor will develop his/her EPCP for the remainder of the contract year.
 3. In the event the Employer chooses to not issue a regular employment contract at the end of the probationary period, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.
- D. All monitoring or observation of the work of bargaining unit members shall be conducted with the full knowledge of the bargaining unit member.

ARTICLE XXI: DISCIPLINE AND PROTECTION

A. Personnel File

1. Each bargaining unit member shall have the right to review the contents of the personnel file that has been developed concerning the individual's employment by the College. A representative of the Association may be requested to accompany the employee in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.
2. No material, including but not limited to, student or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be promptly called to the member's attention if such complaint is to be made a part of the member's personnel file or a matter of written record. Complaints shall include names of the complainants, the specific nature of the complaint, administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material; such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Disciplinary notices and/or reprimands more than two (2) years old that do not illustrate repeated infractions will be removed from the bargaining unit member's personnel file at his/her request. The parties further agree that removal of material from the employee's file shall not bar use of the historical information in establishing a record of repeated or similar behavior. New instances of repeated behavior will be processed through adopted channels of discipline or grievance procedures unless adjudged to be of such a nature to require deviation. (Relates to the grossness of the offense).

B. Unacceptable Work

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

C. Critical Incidents

The Employer reserves the right to conduct an evaluation of the bargaining unit member's performance based on critical incidents, on-going concerns, or as follow-up on directions for improvement. These evaluations will be scheduled as needed with notification of such evaluations made to the President of the Union.

D. Grounds for Discipline

No bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in compensation or occupational advantage, discharge, or other actions of a disciplinary nature. Any such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

E. Right To Representation

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

F. Progressive Discipline

In order to insure that the employee is aware of the work related difficulties the College will employ a system of progressive discipline except in the cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.

1. Normally, a written warning will be issued to the employee, with a copy placed in the employee's personnel file for a first infraction of work rules.
2. The second infraction may result in a second disciplinary step such as a formal reprimand with a copy to the employee's personnel file, a suspension from work without pay or other action as may be appropriate to the infraction.
3. Continued infractions of work rules may be considered sufficient cause for dismissal.

G. **Abuse Of Benefits**

The employer and association recognize abuses of personal illness leave or other leaves, chronic tardiness or absence, deficiencies in performance or violations of discipline reflect adversely upon, and create undesirable conditions in the College, and will individually and jointly work toward correcting such abuses if they occur.

H. **Position Abandonment**

If an employee is absent four consecutive scheduled work days/shifts and does not call in as required in Article XI, N the employee has voluntarily abandoned his/her position and his/her employment will be terminated, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE XXII: EXTERNALLY FUNDED PROGRAMS

A. Persons employed through use of federal, state, private grants or any other funding source than state appropriations, tuition and property taxes (or any combination of the foregoing funding sources) shall be treated as regular bargaining unit members except as follows:

1. Layoff and recall provisions.
2. Promotion and transfer by seniority.
3. Subcontracting.
4. Employment contract issuance dates.

B. The parties further agree that it is not their intent to replace or displace through the use of federal, state or private grant, either whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

ARTICLE XXIII: MISCELLANEOUS

A. **Past Practice**: Any past practices not set forth herein may be terminated with notice and shall not, after notice, form the basis of any grievance for activities occurring after the date of such notice.

B. Prior to entering into any contract of employment with any employee, the College will inform such persons of the Collective Bargaining Agreement and the Manuals appropriate to the area of employment being contracted.

C. The employer shall offer training as it determines in accordance with its needs, provided that the employer may request the input of employees and will consider proposals for training. The employer may require confirmation of attendance and an evaluation of the training.

ARTICLE XXIV: BENEFITS

A. Insurance

1. Eligibility

All full-time employees, as defined in Article II, A of this agreement, shall be eligible for the complete insurance coverage.

2. Effective Date

The effective date for insurance program modifications for the 1998/99 year shall be January 1, 1999. The reopening date of all insurance policies shall be July 1.

3. Fringe Benefit Fixed Dollar Amount

- a. Beginning January 1, 1999 and continuing until June 30, 2001 the College will pay a monthly fixed dollar amount toward the premiums for health care insurance (medical, dental and vision) and group term life insurance and long term disability insurance for each full-time employee according to the following chart:

<u>Category</u>	<u>Fixed Dollar Amount</u>
One-Person	\$340.39
Two-Person	\$651.70
Family	\$761.38

b. Health Equity

Full-time employees in the one-person and two-person categories will also receive one-third (1/3) of the difference between their fixed dollar amount and the family fixed dollar amount in cash.

- c. Minimal differences will be neither paid out in cash nor collected from the bargaining unit members.
- d. As of January 1, 1999 through June 30, 2001, full-time employees will be provided a choice of health benefit plans as mutually agreed upon (see Appendix H for benefit plans for January 1, 1999 to June 30, 1999).
- e. Flexible Spending Accounts
The college will provide the opportunity for full-time employees to open Flexible Spending Accounts for unreimbursed medical and/or dependent care.

- f. Descriptions and information concerning the health care plans are available in the Human Resources Department. Employees will be provided proof of insurance and literature describing the plan selected.
- g. Health Alternate
Full-time employees who elect an alternate plan (plan other than plan A) will receive 1/2 the difference in cash.
- h. Open Enrollment
Employees will select their plans by December 18, 1998. For the following years employees will select their plans by June 15 of the each year.
- i. All full-time employees will be covered by the life insurance and long term disability insurance program. These programs may not be declined.

4. Health Insurance "Opt-Out" Plan

Effective January 1, 1999 full-time employees not electing health care, dental and/or vision insurance shall receive the following monthly amount(s):

Hospital/Professional, Master Medical, Rx Drugs	\$210.00
Dental	\$ 24.50
Vision	\$ 4.50

Those opting out of hospital/professional, master medical, Rx drug coverage must annually provide documentation of alternative health insurance.

5. Life Insurance

- a. The average cost of the premium shall be deducted from the fixed dollar amount established in item 3, a above.
- b. Benefits under this policy for each eligible employee shall consist of group term life insurance in an amount rounded off at the next thousand above the salary amount as of each July 1 for the duration of the Agreement to a maximum of \$50,000. there shall also be an equal amount of Accidental Death and Dismemberment coverage.
- c. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

6. Travel Accident Coverage While on College Business

- a. Full-time employees traveling on college business are covered by a death and dismemberment accident policy with of ten (10) times the annual salary with a minimum of \$50,000 and a maximum of \$300,000.

b. This coverage is paid by the college.

7. Long-Term Disability

Total or permanent disability beyond ninety (90) days will come under the provisions of the institution's long-term disability program, which provides payment of 66 2/3% of basic monthly earnings at the time of disability for as long as the employee remains disabled, but not beyond retirement age.

The average cost of the premium shall be deducted from the fixed dollar amount established in item 3,a above.

B. Tuition Grants

1. The College will allow bargaining unit employees who qualify, spouses of qualified bargaining unit employees, and the employee's or the employee's spouse's dependent children (natural or legally adopted) to enroll in College courses on a tuition grant. (see also Article XII, G for class enrollment during working hours)

2. Qualifications for Tuition Grants

a. Full-time Regular Employees

The tuition grant, for full-time regular employees, as defined in Article II, A. of this agreement, covers tuition charges, registration fees, and fees up to \$15.00 per class excluding aviation flight fees and continuing education fees (e.g., Gourmet Cooking, Scuba Diving).

b. Part-Time and Temporary Employees

Tuition grants, for part-time and temporary employees, as defined in Article II, B and D of this agreement, cover only tuition, excess contact and excess clinical hours. These grants do not cover fees or books, etc.

(1) Employees who have worked fifteen (15) hours or less for twelve (12) consecutive weeks shall qualify for a tuition grant of three (3) credit hours each enrollment period.

(2) Employees who have worked sixteen (16) through twenty-nine (29) hours per week for twelve (12) consecutive weeks shall qualify for a tuition grant of six (6) credit hours each enrollment period.

(3) Tuition grants are posted on the last day of each semester and may not be used in advance. Grants may be banked up to thirty-two (32) credit hours. Unused grants are void upon termination of the bargaining unit member's employment.

C. Holidays

All full-time bargaining unit members shall have the following days off with pay, during the duration of this contract. Pay shall be for the regularly scheduled hours of each full-time bargaining unit member. When a holiday falls on a Saturday, it will be observed on Friday.

1. New Years Day - 2 days
2. Memorial Day - 1 day
3. Independence Day - 1 day
4. Labor Day - 1 day
5. Thanksgiving 2 days
6. Christmas Day - 2 days
7. Spring Friday - 1 day

The employee may extend holiday time as appropriate and in keeping with the work requirements at the College.

D. Essential Services Days

1. Bargaining unit members may be scheduled to work on essential service days to provide necessary or essential services. Full time employees scheduled to work will receive vacation leave as indicated below.

Any hours worked on essential services days will be reported on time sheets to human resources and the appropriate time will be added to the employee's available vacation leave. Utilization of this leave will be in accordance with Article XI, A.

- a. Wednesday prior to Thanksgiving holiday – full -time bargaining unit members scheduled to work will receive vacation leave at straight time.
 - b. Christmas/New Years Break – 3 days – full-time bargaining unit members scheduled to work will receive 1.5 hours of vacation leave for each hour worked.
2. Staffing needs for essential services days will be identified at least one month in advance. Staff will have the opportunity to volunteer. If staffing needs still exist staff will be assigned as follows:
 - a. Part-time staff will be assigned hours up to their normal work week.
 - b. Any hours remaining will be assigned to the least senior qualified employee(s), either full or part time.
 3. Effective June 30, 2001 the three days in 1, b above will be deleted from the schedule of essential services days.

E. **Retirement**

A terminal leave benefit of \$50 per year of service with the College under either Board will be paid upon retirement to any employee who has served a minimum of ten (10) years.

ARTICLE XXV: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1998 and shall continue in effect until June 30, 2001. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

By 
Chairman

By 
Secretary

By 
Chief Negotiator

By 
Negotiator

By 
Negotiator

ASSOCIATION

By 
President

By 
Secretary

By 
Chief Negotiator

By 
Negotiator

By 
Negotiator

By 
Negotiator

Date of Signing 12-14-98

APPENDIX A: NOTES TO SALARY SCHEDULE/RANGES

A. Employee Longevity Accumulation for Pay Purposes

1. Full-time personnel will be required to work a minimum of three (3) months work time in order to move to the next step on the Classified Salary Schedule.
2. Part-time staff earns step/range increases on the following basis after July 1, 1994. In order to move to the next step on the classified salary schedule or to receive a range increase on the technician salary schedule the employee must have worked 1,820 hours. Step and range increases for part-time employees will be effective on July 1, October 1, January 1 and April 1 of each year for those employees completing the required hours during the preceding quarter. Adjustments in pay will be completed no later than the second pay following the end of the quarter. Upon completion of 1,820 hours the employee immediately begins accumulating hours towards their next step/range increase.

B. Placement of New Positions on Classified Salary Schedule

1. The Administration shall have the responsibility of setting the grade level for filling all newly established positions (not vacant positions) within the Bargaining Unit. Provided, however, that no person hired for such position shall be paid at a level above Step 3 within such grade.

C. Salary Placement for Technicians

No one will be hired in the Technician classification to perform a job currently being performed by Bargaining Unit employees at a rate in excess of that being paid to the Bargaining Unit Employee(s).

D. Longevity Pay

Bargaining unit members will have their wages increased according to the following schedule in recognition of their extended years of service with the College:

1. Beginning 13th year through 19th year - 1%
2. Beginning 20th year - 2%

E. Technician Base Pay Adjustments

1. The base pay for technicians will be 4.0% for 1998/99, 4.0% for 1999/2000 AND 3.0% for 2000/01. Not to exceed maximum of the salary ranges.

See attached salary schedule, placement and salary movement note for technicians.

F. **Probationary Contract Employee Pay**

During the probationary period, the probationary contract employee will be paid at a rate equal to ninety percent (90%) of the accepted rate of pay for the position for which they are hired.

APPENDIX B: CLASSIFIED SALARY SCHEDULE

1998/99

	1	2	3	4	5	6	7	8	9	10	11	12
7	642	673	701	729	765	782	797	813	828	847	862	898
8	673	708	736	764	797	821	839	853	870	888	908	944
9	708	744	773	804	839	861	879	898	915	934	954	988
10	744	782	813	846	879	906	92	943	959	982	999	1040
11	782	821	852	887	920	950	968	987	1007	1030	1048	1091
12	821	861	896	933	967	996	1018	1037	1060	1080	1101	1145
13	861	906	938	978	1018	1047	1069	1091	1114	1133	1156	1203
14	906	950	987	1029	1067	1100	1120	1145	1166	1190	1215	1264
15	950	996	1035	1078	1122	1154	1178	1201	1227	1250	1277	1324
16	996	1047	1090	1132	1176	1213	1236	1260	1288	1314	1337	1394
17	1047	1100	1144	1189	1236	1270	1297	1324	1351	1380	1408	1464
18	1100	1154	1200	1249	1297	1335	1362	1392	1420	1447	1479	1534

1999-2000

	1	2	3	4	5	6	7	8	9	10	11	12
7	667	700	729	758	796	813	829	846	861	880	897	933
8	700	737	766	795	829	853	873	887	905	924	944	982
9	737	773	804	836	873	896	914	933	952	971	992	1028
10	773	813	846	879	914	942	95	981	997	1021	1039	1082
11	813	853	886	923	957	988	1007	1026	1047	1071	1090	1135
12	853	896	932	970	1006	1036	1059	1078	1102	1123	1145	1191
13	896	942	976	1017	1059	1089	1112	1135	1158	1178	1203	1251
14	942	988	1026	1070	1110	1144	1165	1191	1212	1237	1263	1314
15	988	1036	1076	1122	1167	1201	1225	1249	1276	1300	1328	1377
16	1036	1089	1134	1177	1223	1261	1285	1311	1339	1366	1391	1449
17	1089	1144	1190	1236	1285	1321	1349	1377	1405	1435	1464	1523
18	1144	1201	1248	1299	1349	1389	1417	1447	1476	1505	1538	1595

2000-2001

	1	2	3	4	5	6	7	8	9	10	11	12
7	687	721	751	781	820	838	853	871	887	907	924	961
8	721	759	789	819	853	879	899	914	932	951	973	1012
9	759	797	828	861	899	922	941	961	980	1000	1022	1058
10	797	838	871	906	941	970	98	1010	1027	1052	1071	1114
11	838	879	912	950	986	1017	1037	1057	1078	1103	1123	1169
12	879	922	960	999	1036	1067	1091	1111	1135	1156	1180	1227
13	922	970	1005	1047	1091	1122	1145	1169	1193	1213	1239	1289
14	970	1017	1057	1102	1143	1179	1200	1227	1249	1274	1301	1354
15	1017	1067	1108	1155	1202	1237	1262	1287	1315	1339	1368	1418
16	1067	1122	1168	1212	1260	1299	1323	1350	1379	1407	1433	1493
17	1122	1179	1225	1273	1323	1360	1389	1418	1447	1478	1508	1569
18	1179	1237	1286	1338	1389	1430	1459	1491	1521	1550	1584	1643

APPENDIX C: TECHNICIAN SALARY RANGES

JCC Technician's Salary Schedule and sample calculations:

YEAR	CLASS	MINIMUM	MIDPOINT	MAXIMUM
<u>1998-99</u>	I	\$21,363	\$28,974	\$36,586
	II	\$20,239	\$27,450	\$34,661
	III	\$19,115	\$25,925	\$32,736
<u>1999-2000</u>	I	\$22,217	\$30,133	\$38,049
	II	\$21,048	\$28,548	\$36,047
	III	\$19,879	\$26,962	\$34,045
<u>2000-2001</u>	I	\$22,884	\$31,037	\$39,191
	II	\$21,680	\$29,404	\$37,129
	III	\$20,476	\$27,771	\$35,066

NOTE: Increases are derived by multiplying the midpoint of the salary range by the applicable percent and then multiplying midpoint by 73.73% to get minimum and multiplying midpoint by 1.2627% to get maximum.

PLACEMENT AND SALARY MOVEMENT

1. All 1997-98 salaries paid according to the 1997-98 schedule computations, excluding longevity and overtime earnings, shall be considered the employee's Individual Base Pay (IBP.)
2. For the 1998-99 contract year (July 1 through June 30), all employees paid according to the Technicians Salary Schedule shall establish a new Individual Base Pay (IBP) by being paid 1.04% of the 1997-98 IBP plus one-twelfth the dollar difference between their new IBP and the maximum amount the class range they are in provides.
3. For the 1999-2000 contract year (July 1 through June 30), all employees paid according to the Technicians Salary Schedule shall establish a new Individual Base Pay (IBP) by being paid 1.04% of the 1998-99 IBP plus one-twelfth the dollar difference between their new IBP and the maximum amount the class range they are in provides.
4. For the 2000-2001 contract year (July 1 through June 30), all employees paid according to the Technicians Salary Schedule shall establish a new Individual Base Pay (IBP) by being paid 1.03% of the 1999-2000 IBP plus one-twelfth the dollar difference between their new IBP and the maximum amount the class range they are in provides.

EXAMPLE: A

Employee "A" is a CLASS RANGE I employee and earned \$20,000 according to his/her placement as defined in 1 above for the 1997-98 contract year. \$20,000 is Employee "A's" 1997-98 IBP.

In 1998-99 Employee "A" will earn IBP as follows: 1997-98 IBP = \$20,000 X 1.04 plus [(\$36,586 - (\$20,000 X 1.04) X .0833]

$$\begin{aligned} &= \$ 20,800 + [\$ 36,586 - \$ 20,800] X .0833 \\ &= \$ 20,800 + [\$ 15,786] X .0833 \\ &= \$ 20,800 + [\$ 1,315] \\ &= \$ 22,115 \end{aligned}$$

Employee "A" will have an IBP of \$22,115 for 1999-2000.

EXAMPLE: B

Employee "B" is a CLASS RANGE II employee and earned \$18,500 according to 1. above as a 1997-98 IBP.

In 1998-99 Employee "B" will have an IBP as follows:

$$\begin{aligned} &1998-99 \text{ IBP} = \$18,500 X 1.04 \text{ plus } [(\$34,661) - (\$18,500 X 1.04) X .0833] \\ &= \$ 19,240 + [\$ 34,661 - \$ 19,240] X .0833 \\ &= \$ 19,240 + [\$ 15,421] X .0833 \\ &= \$ 19,240 + [\$ 1,285] \\ &= \$ 20,525 \end{aligned}$$

Employee "B" will have an IBP of \$20,525 for 1998-99.

APPENDIX D: GRIEVANCE FORM

GRIEVANCE # _____

Building: _____

Assignment: _____

Name of Grievant: _____

DATE FILED: _____

1. Statement of Grievance:

2. Relief Sought

Employee Signature Date

3. Disposition By Supervisor:

Employee Signature Date

Copy Distribution: Human Resources
Supervisor
Employee
Association Grievance Committee

APPENDIX E: MEDICAL RELEASE

Date: _____

Patient: _____

Employer: Jackson Community College

My recommendations are that this employee:

____ Return to regular work

____ Remain off work until _____

____ Return to light or favored work with the following restrictions:

____ Other _____

Physician's signature/stamp

APPENDIX F: APPLICATION FOR LEAVE OF ABSENCE WITHOUT PAY

In accordance with the provisions in the current Master Agreement, I hereby make application for approval of absence without pay for the dates and reasons indicated below.

Dates _____ AM _____ PM _____ ALL DAY _____

Reasons: (Please check one)

_____ Illness or accident in immediate family.

_____ Death in immediate family.

_____ Emergency leave for _____
Please state details briefly _____

If applicable, complete the following section

The following arrangements (have been)(should be) made for my work responsibilities.

Date: _____ Signed: _____
Employee

Supervisor's Recommendation

The above request for leave without pay is Recommended _____

Not Recommended _____

Date: _____ Signed: _____
Supervisor

Approval:

_____ Approved _____ Not Approved

Date _____ Signed _____
Director, Human Resources

Copy Distribution: Human Resources, Supervisor, JCC-ESPA President, Employee

APPENDIX G: EMPLOYEE PERFORMANCE COMMUNICATION PROGRAM

A. Standards

The employee performance communication program should:

1. Include periodic and/or ongoing updates throughout the year.
2. Provide for adequate preparation and input for any documentation required by accrediting and/or regulatory agencies.
3. Assist the supervisor and the employee to identify ways to support the employee's efforts.
4. Be a non-threatening, collaborative effort involving both the administrative supervisor and the employee, with input from team leader, if appropriate. Input from others such as co-workers and customers may also be included, if requested by the employee.
5. Provide opportunities for the employee to improve knowledge, skills and abilities.
6. Clearly define work responsibilities.
7. Be efficient (an effective use of time).

B. Format Examples

1. Weekly department meetings to review projects/events during the past week, identify problems and plan for the next week.
2. Regularly scheduled training sessions throughout the year to work on building skills such as team management.
3. Formal process management systems
4. 360 degree feedback systems
5. Evaluation sessions utilizing a form jointly designed by the employee and the supervisor.
6. Additional examples are available from Human Resources.

APPENDIX H: INSURANCE PLANS01/08/99

January 1 - June 30, 1999

Plan A

- Blue Cross/Blue Shield Blue Preferred PPO, with Trust 15, Plus 15, Master Medical Option 4, XVA-2 rider.
- BC/BS \$5 Preferred Rx
- BC/BS Dental (CR-20-20-20-OS-50) MBL \$1000
- BC/BS Vision (A80 Program, FLVS)

Plan B

- Physician Health Plan
- \$5 Rx Co-Pay
- \$10 Office Co-Pay
- PHP Vision
- BC/BS Dental (CR-20-20-20-OS-50) MBL \$1000.

Plan C

- Blue Care Network, with WPT rider
- \$5 Rx Co-Pay
- BC/BS Dental (CR-20-20-20-OS-50) MBL \$1000
- BC/BS Vision (A80 Program, FLVS)

MEMORANDUM OF UNDERSTANDING

Develop recommendations for compensation to Classified and Technical personnel in Supervisory/Team Leader Positions

1. Recommendation will apply only to those in the Technical Pay Range

The compensation paid to an employee in the technical range and who meets the supervisor responsibilities criteria can not be clearly identified. The amount is embedded in the base salary range. The amount is identifiable in the Classified Salary range. Currently three Classified staff are in this category.

2. Positions of employees currently supervising in the technician salary range were evaluated while they were performing one or more of the criteria (as listed in item number 3 of this memo). Compensation is embedded in to their base salary. They would not be eligible for the stipend. We, therefore, are recommending these positions be grandfathered and that these recommendations will not apply. They will be subject to current contract language regarding voluntary and/or involuntary transfer.

3. STIPEND, CRITERIA, AMOUNT DETERMINATION

Criteria All three of the following criteria must be met:

- a) Supervision of others including scheduling of work assignments and approval of leaves.
- b) Responsible and accountable for the performance of the unit supervised.
- c) Execute budget management and cost control for unit supervised.

Amount of stipend

\$2,000 in addition to base. Stipend will be treated in the same manner as longevity pay relative to exceeding top of range.

Determination

Recommendation for an individual to be paid the stipend will be forwarded by the administrative supervisor to the position review committee.

The process will be the same as for position evaluations. The employee and their administrative supervisor will appear before the committee, provide rational for their request and answer questions. The committee will discuss the issue further with the administrative supervisor and in the absence of the employee. (Employee will be excused from the proceedings). The administrative supervisor along with the members of the position review committee will make their decision by reaching consensus.

4. Transfer to another position

(In concurrence with the administrative supervisor) the stipend would no longer be paid when:

the supervisor transfers or is transferred to another position,

or

the duties and responsibilities that enabled the employee to meet the criteria in the current position are eliminated.

5. It is also recommended that all positions, range and grades in both classified and technical positions be evaluated in the near future. Methodology of the evaluation process for these also requires review and possible revision.

Dated: March 31, 1995

*Signed copy on file

MEMORANDUM OF UNDERSTANDING

The negotiators for the College and the Association recognize the need to complete the review of the current position classification system utilized for classified and technical staff as well as the review of the current classified and technical salary structures. The current joint committee, composed of three representatives from the MESPA unit and three representatives from the Administration, will complete the review and issue a committee report with recommendations prior to June 30, 2000. The recommendations of this committee will not obligate the Administration to any modification of the system. Any changes in the salary structures will be a subject of bargaining. Any mutually agreed on changes will be implemented no later than June 30, 2000.

Dated: 11/3/98

*Signed copy on file

MEMORANDUM OF UNDERSTANDING

The negotiators for the College and the Association recognize the need to explore possible ways to attract and retain employees in high demand/low supply areas of the College. As a pilot project a joint committee composed of three representatives of the Association and three representatives from the Administration will explore alternative compensation/reward models specifically in the Information Technologies department. A committee report will be provided to both the Administration and the Association by December 31, 1999. The recommendations of this committee will not be binding on either party.

Date: November 13, 1998

*signed copy on file

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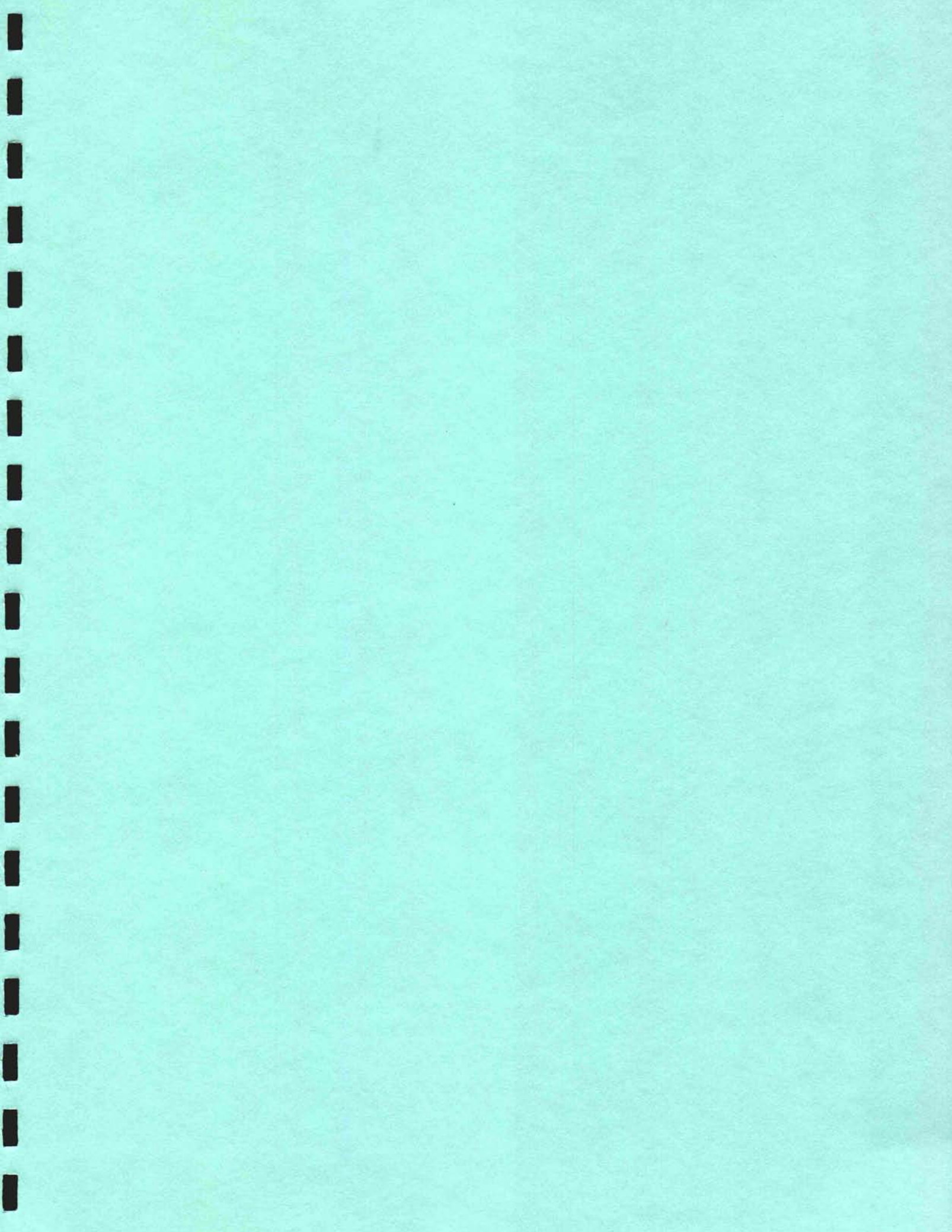
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