



Agreement Between

the

Board of Trustees

for

Grand Rapids Community College

and the

Grand Rapids Community College

CAMPUS POLICE – Police Officers Labor Council

Wages and Benefits

2016-2019

TABLE OF CONTENTS

Article 1 Purpose and Intent	5
Article 2 Recognition	5
Article 3 Other Unions and Representation Fee	6
Aid to Other Unions	6
Representation Fee	6
Dues/Payroll Deductions	6
Article 4 Employee Rights	6
Use of Board Facilities	6
Union Activities	6
Article 5 Management Rights	7
Legal Responsibilities	7
Managerial Rights	7
Equal Employment Opportunity	7
Article 6 Grievance Procedure	7
Article 7 Basic Requirements	9
Mental and Physical Fitness	9
Licensing Requirements	9
Essential Functions	9
Article 8 Seniority	9
Probationary Period	9
Seniority	10
Conditions	10
Article 9 Departmental Investigations, Discipline and Discharge	11
Department Investigations	11
Discipline	12
Discharge	12
Article 10 Hours of Work and Overtime	13
Shifts	13
Overtime	13
Call In Pay	13
Holiday Rate	13
Compensatory Time	13

Pagers	14
Overtime Assignments	14
Article 11 Health Insurance and Other Related Benefits	15
Consortium	15
Health Insurance	16
Dental and Vision Reimbursement Program	18
Services and Materials Covered	18
Services and Materials Not Covered	18
Reimbursement Procedures	19
Long-Term Disability Program	20
COBRA	20
Retirement	22
Retirement Sick Days Payoff	22
Life Insurance Program	22
Worker's Compensation	23
Flu Shot	23
Tuberculosis Test	24
Article 12 Holidays	24
Holiday Schedule	24
Holiday Eligibility Conditions	24
Holiday Shutdown	25
Article 13 Vacation	26
Vacation Policy	26
General Vacation Conditions	27
Article 14 Tuition Reimbursement and Other Benefits	27
Tuition Waiver for GRCC Courses	27
Other College Tuition Reimbursement	28
Course Approval	29
Professional Development Activities and Reimbursement	29
Uniforms	30
Parking	30
Mileage Reimbursement	30
Article 15 Time off Allowances/Leaves/Leave Benefits	30
Bereavement	30
Child Care Leave	31
Family Medical Leave Act (FMLA)	31
Medical Certification	33
Fitness for Duty	34
Employee's Serious Health Condition	34
Use of Sick Days for Family Member Illness/Injury	34

Care for Seriously Ill Child/Parent/Spouse	34
Child Care Leave/Adoption	34
Benefits While on FMLA	34
Return to Work	35
Worker’s Compensation/Other Types of Disability Leaves	35
General Leaves (Non- FMLA)	36
Sick Leave	36
Unpaid Leave Reinstatement	37
Personal Business Leave	37
Jury Duty	37
Military	38
Conference and Convention	38
Donation of Vacation Time	38
Article 16 Payroll Practices	39
Payday	39
Annuity Program/403B/457B Program	39
Payroll Deduction Services	39
Article 17 Responsibilities & Policy Guidelines	40
Behavior Guidelines for Conduct	40
Alcohol, Illegal Drugs, and Illegal Use of Drugs	40
Workplace Violence	41
False Information and Employment	41
Confidentiality	41
Use of College Facilities by Employees	42
Ford Fieldhouse Memberships	42
College Vehicles	42
Computers	42
Employee Use/Room Rentals	42
Equipment	43
Telephones	43
Voice Mail/Electronic Mail	43
Damage or Loss Personal Property	43
Automobile Vandalism and/or Theft	43
Performance Improvement Plans	44
Promotion to Sergeant	45
School Closure	45
Article 18 Wages and Other Benefits	45
Salary Schedule	45
Step Movement Based on Performance	46
Longevity/Longevity Schedule	47
Field Training Officer	47
Article 19 Duration	48

THIS AGREEMENT is made and entered into the 17th day of October, 2016 by and between the Grand Rapids Community College Board of Trustees hereinafter referred to as the "College" and the Police Officers Labor Council, hereinafter referred to as the "Union".

Article 1 – Purpose and Intent

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the College, the Employees and the Union.

The parties recognize that the interest of the college and the job security of the employees depend upon the College's success in establishing proper education and educational services to the students, employees and community.

To these ends, the College and the Union encourage to the fullest degree, friendly, and collaborative relations between the respective representatives at all levels among all employees.

"An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act."

Article 2 – Recognition

Section 1 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the College does hereby recognize the Police Officers Labor Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment for the term of this Agreement of all employees of the College included in the bargaining units described below:

- All full-time Police Sergeants certified by MCOLES,
- All full-time Police Officers certified by MCOLES,
- All full-time Dispatchers
- Excluding the Police Chief, Lieutenant and any future Command Officers.

Article 3 – Aid to Other Unions and Representation Fee

Section 1 Aid to other Unions

The College will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 2 Union Membership

It is understood and agreed that all present employees as described in the recognition clause of this Agreement, shall be covered by this agreement. Union membership is strictly voluntary per Michigan PA 349 of 2012.

Section 3 Dues/Payroll Deductions

All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provision of which must conform to the legal requirements imposed by State law, the College agrees to deduct from the second paycheck of each month the regular monthly dues or representation fee in the amounts certified to the College by the POLC within fifteen (15) calendar days thereafter.

1. The Union shall indemnify and save the College harmless from any liability that may arise out of the employer's reliance upon the payroll deduction authorization cards presented to the College by the Union.

Article 4 Employee Rights

Section 1 Use of Board Facilities

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

Section 2 Union Activities

No employee will engage in Union activities during working hours unless permitted within this agreement or by permission from his/her immediate supervisor.

The authority of the Union Rep, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Chief, Lieutenant,

or Sergeant. The Chief shall grant permission within a reasonable time, after the first hour of the shift, for such Union Rep to leave his/her work for these purposes subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Union Rep and alternate may be required to record time spent. All Union Rep(s) will perform their regular duties in addition to the handling of grievances as provided herein.

Employees are permitted to negotiate with administration during working hours with the approval of the General Counsel.

Article 5 – Management Rights

Section 1 Legal Responsibilities

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

Section 2 Managerial Rights

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

Section 3 Equal Employment Opportunity

All employees will be treated in accordance with the College policy on Equal Employment Opportunity. Where this contract does not address specific limitations on management rights, the policies of the College and the policies of the Campus Police Department shall apply.

Article 6 – Grievance Procedure

Section 1 Grievance

Any employee or group of employees, having a grievance in connection with his /her employment under this collective bargaining agreement shall present it as follows:

Step 1 Within seven (7) calendar days of the event, an employee shall discuss the grievance with the Chief of Police, or in his/her absence, his/her designee. If the matter is not resolved within seven (7) calendar days of that meeting, it will be submitted in

writing to the Chief of Police, by the Union Steward or the POLC Labor Representative. The Chief of Police shall answer the grievance in writing to the Union Steward or the POLC Labor Representative within seven (7) calendar days of receipt of written notification.

Step 2 If the answer of the Chief of Police has not resolved the matter, it shall be forwarded to Labor Relations by the Union Steward or POLC Labor Representative within seven (7) calendar days of receipt of the Chief's written response.

A meeting shall be arranged between Labor Relations, the Union Steward or POLC Labor Representative and the grievant within seven (7) calendar days of receipt by Labor Relations. Following that meeting Labor Relations will have seven (7) calendar days to answer the grievance in writing.

Step 3 Except in those cases involving a suspension or termination, the parties agree to submit the grievance to non-binding mediation through the Michigan Employment Relations Commission prior to arbitration. Such request must be made after the written decision in Step 2 above within ten (10) calendar days. The POLC Representative and Labor Relations will arrange a date mutually acceptable for a meeting.

If the grievance is not resolved through the meeting with the MERC Mediator, the grievance must be forwarded to FMCS for arbitration within ten (10) calendar days after that meeting has taken place. The Federal Mediation and Conciliation Service shall be used for the selection of an arbitrator in accordance with their rules and procedures. The fees for arbitration shall be shared equally between the parties.

Rules for Processing Grievances:

- A. Time Limits – Any grievance not answered within the time limits shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the College's last answer. Extension of time limits must be by mutual agreement and in writing.
- B. Withdrawal of Grievances – A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case, upon mutual agreement of the parties. In such event, the withdrawal without prejudice will not affect the financial liabilities.
- C. Where one or more grievances involve the same issue with multiple grievants, a single grievance will be filed at Step 2.
- D. Arbitrator's Decision – The arbitrator's decision shall be final and binding on the Union, its members, the employee or employees filing the grievance, and the College. The arbitrator shall make his/her judgment based on the express terms of this agreement and shall have no authority to add to or subtract from any of the terms of this agreement. Expenses shall be paid as indicated in Step 3 .

Article 7 – Basic Requirements

Section 1 Mental and Physical Fitness

In those situations, where the College has a reasonable question as to the employee's capacity to perform the job, the College may require a mental or physical examination performed by a medical doctor or police psychologist of the College's choice, at the College's expense. When the College orders an employee off of work pending fitness for duty certification, the leave time shall be paid at the employees' normal rate of pay. If the examination reveals physical or mental unfitness, upon receipt of the written findings the employee will be placed on leave.

If the employee is deemed unfit for duty, the employee may use accumulated sick time, vacation and personal leave for continuation of pay during such leave. Employees may also be eligible for FMLA. If the employee disagrees with such doctor's findings, then the employee, at his/her own expense, may obtain a physical or mental examination from a medical doctor or qualified police psychologist of his/her choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the College and the Union shall give the employee a physical and/or mental examination, whichever is applicable.

The third doctor selected must be a licensed Physician or Police Psychiatrist/Psychologist as applicable. The fee charged by the third doctor shall be shared equally between the College and the Union, and his/her findings shall be binding on the employee, the College and Union.

- a. When placed on leave per the provisions of this section, the employee may apply for Long Term Disability per Article 11, Section 5 of the Agreement. Eligibility shall be determined by the carrier upon application by the employee.

Section 2 Licensing Requirements

Any employee who fails to meet any license requirement, standard or other requirement of the State of Michigan necessary to meet the normal requirements for his job shall be placed on a leave of absence without pay, benefits or seniority for up to a period of one (1) year at which time the employee will be terminated if said requirement is not met.

Section 3 Essential Functions

In determining ability to perform the position of Police Sergeant, Police Officer or Dispatcher, Management shall reserve the right to establish a job description including essential functions that must be performed efficiently and safely.

Article 8 - Seniority

Section 1 Probationary Period

All employees shall be probationary employees during their first twelve (12) months of employment since their last hiring date, or since the date they were sworn into the

department as a certified police officer, whichever is later. The purpose of the probationary period is to provide an opportunity for the College to determine to its own satisfaction, whether an employee has the ability and other attributes that will qualify him/her for regular employee status. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the College without regard to his/her length of service and without recourse to the grievance procedure.

Employees promoted to the rank of sergeant shall be on probation for the first twelve (12) months from the date of the promotion. During this time, the College may, for any reason, return the employee to their former rank or classification without recourse to the Grievance procedure. While on probation the employee may, at his/her discretion, request to be returned to their former rank or classification.

Probation may be extended by the Chief of Police, for a period not to exceed three (3) months for the purposes of evaluation and/or completion of necessary training. Written notice of the extension will be provided to the employee and the union. During the extended probation, the employee may be laid off, disciplined or dismissed from employment at the sole discretion of the College without regard to length of service and without recourse to the grievance procedure.

The Union shall represent probationary employees only for purposes of wages, hours and conditions of employment and not for discharge or discipline.

Section 2 Seniority

- A. **Departmental seniority** shall be defined as an employee's length of continuous service with the department since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the College since which he/she has not quit, retired or been justifiably discharged.
- B. **Classification seniority** (Police Sergeants, Officers and Dispatchers) shall be defined as an employee's length of continuous service within their specific classification. Assignment to classification shall mean the first date upon which the employee reported to work in the classification in which they were assigned by the College.

Section 3 Conditions

Conditions causing a lack of work as determined by the College may result in a layoff. The College will notify the union thirty (30) days in advance of the pending layoff, and will be available to meet with the union to bargain the effects of the pending layoff.

When it is necessary to eliminate a position(s) or to reduce the number of police officers or dispatchers or sergeants, the last employee or employees to enter the position of police sergeant, police officer, or dispatchers shall be the first ones laid off within their respective classifications. A sergeant with more department seniority may take a demotion to the rank of police officer in lieu of layoff.

Recall from layoff will be according to Department Seniority within the same

classification for those employees on lay off status, by certified mail at the last address the employee left with the College. If following a layoff an employee fails to notify the College of his/her intention to return to work within seven (7) calendar days after written notice is sent to the last address on record, the employee will be deemed as a voluntary termination and seniority will also terminate.

If an employee is returned to employment within one year, that employee shall retain his/her original hire date for the accrual of benefits, and those benefits will be prorated according to the actual time worked. An employee who is returned to employment after one year will be eligible for benefits based on his/her new date of hire.

Article 9– Departmental Investigations, Discipline and Discharge

Section 1 Department Investigations

In the event a complaint is filed or requested against any employee covered by this Agreement, the following procedure shall apply:

- A. The questioning of a member of the department shall be during his/her regular work shift whenever practicable. Unless otherwise designated by the Chief of Police, the questioning of a member of the department shall take place at the department headquarters.
- B. The member of the department being questioned shall be informed of the nature of the investigation before any interview commences. The employee shall be informed at the time of the interview, whether any possible criminal charges or disciplinary action might result from the investigation, and the complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he/she shall be so informed before the interview. If the investigation implicates a member of the department who has been questioned as a witness, he/she shall be informed of the charge and the nature of the investigation before any future interviews. However, it is understood and agreed that the informing of a member of the department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action that may be taken as a result of information disclosed during the course of the investigation.

In the event the employee requests union representation during an interview, and a representative is not available at the date and time proposed, an alternative date will be established when a union representative is available within a reasonable time period so as not to interfere with the investigation.

- C. If an employee is placed under arrest or is a suspect or target of a criminal investigation, he/she shall have the right to request a consultation with legal counsel and have that legal counsel present during the interview
- D. Investigations shall be initiated within ten (10) days of receipt of allegations

and/or complaint against a member of this bargaining unit, and the employee under investigation shall be notified by the Chief of Police. The investigation shall be concluded within sixty (60) days.

- E. No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record when the complaint was determined to be unsubstantiated.
- F. Upon conclusion of the investigation, the employee shall be notified of any discipline to be administered within ten (10) days of the conclusion of the investigation.
- G. Upon written request, the Union shall receive specific documents or records available to the College, in accordance with or not prohibited by law, and pertinent to the investigation, once the investigation is completed and a decision on the investigation has been reached by the Chief of Police. Upon written request to the Director of Labor Relations, prior to arbitration of any grievance arising from a departmental investigation, all documents not previously provided or exchanged which either party intends to use, as evidence will be forwarded to the other party; however, such response shall not limit either party in the presentation of necessary evidence. Documents requested under this section shall be provided in a timely manner.

Section 2 Discipline

Employees failing to comply with departmental policies, College policies, safety regulations and other regulations, or conduct unbecoming the position of Campus Police Officer or Campus Police Dispatchers may result in discipline for just cause. The nature and type of discipline rendered will be consistent with departmental policy for progressive discipline. Repeated violations, egregious violations, and gross misconduct may be cause for acceleration of the steps of progressive discipline, up to and including discharge. The College has the right to demote, discipline or terminate employees for just cause.

When imposing any discipline (except Performance Improvement Plans), the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline. In the event an employee completes four (4) years of service without a disciplinary action, letters of discipline over four (4) years old shall be permanently removed from the employee's personnel file upon request. Performance Improvement Plan documents remain in personnel files indefinitely.

Section 3 Discharge

Employees subject to discharge will first be suspended for a reasonable period to permit completion of any investigation or documentation. Employees will be permitted to meet with a Union representative prior to leaving the College when suspended.

Article 10 – Hours of Work and Overtime

Section 1 Shifts

Management reserves the right to determine the staffing, shift start and end times, and the number of shifts to be worked. Employees will have the opportunity to bid shifts three times each year, effective the first full week of each semester (fall, winter, and summer). Results of a shift bid shall be posted one month prior to the start of the shifts. Shifts will be awarded on a seniority basis – highest seniority given first preference. To maintain service needs, staffing may be changed by management during a shift bid period and an employee may be changed to a different shift to fill that service need, providing that employee is given two weeks' prior notice, unless it is an emergency and two weeks' notice is not possible.

Section 2 Overtime

The overtime rate of pay shall be one and one-half times the straight time hourly rate. Overtime shall be paid to an employee who has worked outside their normal scheduled shift (daily overtime). Compensatory time, Holidays, vacation time, jury duty leave, bereavement, personal business leave and sick time shall be counted as time worked for overtime purposes.

Section 3 Call In Pay

Personnel called in to work outside their normal work hours that are not contiguous with their normal shift, shall be paid for all hours actually worked, but guaranteed a minimum of two hours pay at the overtime rate, regardless of total hours worked.

Section 4 Holiday Rate

Employees who work on a scheduled Holiday shall receive their straight time regular wage for the day plus double time (2x) their straight time hourly rate for those hours worked.

Section 5 Compensatory Time

At the request of the employee, overtime hours worked may be provided as compensatory time off with pay in lieu of cash, in accordance with FLSA.

- A. Any compensatory time off can only be taken upon mutual agreement of the employee and the supervisor.
- B. Compensatory time shall be paid at one and one-half (1½) times the straight time rate for each hour worked over forty (40) hours a week.
- C. Compensatory time may be accrued only to the extent allowed by law (FLSA), and as approved by the employee's immediate supervisor.
- D. On the last payday of the fiscal year, all accrued compensatory time in excess of 100 hours shall be paid to the employee. All hours less than 100 shall automatically be carried over to the next fiscal year. At any time during the fiscal year, an employee may choose to be paid for any amount of hours from

his/her comp bank. Any employee requesting to be paid for these additional hours from his/her comp bank must submit a written request (Approved by the Chief of Police) to the payroll department.

Section 6 Pagers

Employees carrying a pager for police duties will receive eight (8) hours at the straight time hourly rate per week for each week the pager is carried. When the assigned week contains one or more observed holidays, the rate shall be sixteen (16) hours.

Section 7 Overtime Assignments

A. Shift Overtime

1. When overtime is required to cover a patrol shift for either officers or dispatchers, volunteers will be sought based on seniority order unless the time frame is less than 24 hours from the shift that needs to be covered. In the event no employee volunteers to cover the shift, an employee will be mandated to work based on inverse seniority. In the event that no dispatcher volunteers to cover a vacant shift, officers will be afforded the opportunity to volunteer, in seniority order prior to mandating a dispatcher to work.

B. Event and Voluntary Overtime

1. Each month, the Chief or designated member of command staff will be responsible for compiling a list of events which require overtime. The list will include the nature of the event, the date, as well as the expected start and end time of the event. (It is understood that these events may be canceled or the times may be changed by the organizer with little or no advance warning to Campus Police.) The list will also include a time/date deadline by which each employee must bid the event(s). The number of events each employee may sign up for per round will be determined by command staff, and will be indicated on the sign-up sheet.
2. Once an event has been scheduled, officer and dispatcher will be afforded the opportunity to sign up for the event based on their position on the rotating overtime list. (A first time top-down seniority list will be created effective upon ratification after July 1, 2016, which will rotate thereafter.)
3. If an employee has not completed their overtime bid by the designated time, that employee will have forfeited their opportunity and bidding will continue with the next employee on the list.
4. Once an officer or dispatcher is scheduled for an event, (voluntary or with a mandate) it will be the employee's responsibility to find a replacement if he/she is unable to work.

C. Mandatory Overtime

1. A mandatory overtime list, by classification will be established for the purposes of filling event overtime. It will be based on inverse departmental seniority. The lists will be initially created upon ratification after July 1,

2016. Once an employee is mandated to work an event, their name is moved to the bottom of the list. Employees will remain at the top of the list until mandated to work.

2. When an event is 2 hours or less in length and in conjunction with a regularly scheduled shift, the employees working that shift will be mandated to work the overtime. Assignments requiring less than the total number of employees on shift will be assigned based on inverse seniority order.
3. When an event is more than 2 hours, and was not filled with a volunteer, the mandatory overtime list will be utilized to assign the officer(s) or dispatcher. In the event that no dispatcher volunteers to cover the dispatch overtime, officers will be afforded the opportunity to sign up, prior to mandating a dispatcher. If no officer volunteers, a dispatcher will be mandated, using the mandatory overtime list.

D. Exceptions

1. If an officer or dispatcher has been granted a full day of vacation/comp time for the Friday before the weekend or the Monday following the weekend, they will be exempt from mandatory overtime during that particular weekend.
2. Other requests for an exception to this section must be submitted to the chief or designee in writing (email is acceptable). Exceptions may only be granted by the chief or lieutenant.

E. Resolution Process

1. In the unlikely event that overtime is not allocated as set forth herein, the officer or dispatcher who failed to receive overtime he or she would otherwise have been eligible to select shall be entitled to select the next available overtime assignment.
2. Other officers and/or dispatchers shall retain their places on the overtime rotation lists and will not be entitled to grieve the loss of overtime assigned to remedy this error.

*Sergeants shall have super-seniority over officers for the purposes of overtime administration. Super seniority means the sergeant will be placed above the most senior officer (if more than one sergeant exists, they will be placed in sergeant seniority order).

Article 11 – Health Insurance and Other Related Benefits

Section 1 Consortium

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

The Consortium shall meet as needed, but no less than once per year. The charge of the Consortium is to review insurance benefit plans and costs, and to recommend possible changes to the respective bargaining units. All of the representatives to the Consortium must reach agreement prior to any proposed changes being submitted to the respective bargaining units. If any changes in Health Insurance Carriers, or coverage is proposed by the Consortium, the changes shall be subject to the approval of each individual bargaining unit.

Section 2 Health Insurance

The College shall follow the law with respect to employer contributions toward health care premiums. Effective January 1, 2014, Health Insurance Premiums will be subject to PA 152 CAP limits.

The College will pay up to the cap amount for the selected plan. Employee shall be responsible to continue to pay his/her portion of the monthly insurance premium for the selected plan.

The College shall offer each full-time employee (32.5 hours per week) Hospital/Medical Insurance. Health care options are as follows:

- A. Community Blue WMHIP PPO Select 1- 100/80**
 - In-network deductible - \$0
 - Out-of-network deductible – Single \$250/Family \$500
 - Prescription Coverage –Retail 30 day \$10/Generic \$40/Brand
 - Co-pays in-network \$5 OV/Co-pays
 - Co-insurance coverage: 100% in-network- 80% out-of-network after deductible

- B. Community Blue WMHIP PPO Select 5- 100/80**
 - In-network deductible - Single \$250/Family \$500
 - Out-of-network deductible – Single \$500/Family \$1000
 - Prescription Coverage –Retail 30 day \$10/Generic \$40/Brand
 - Co-pays in-network \$10 OV after deductible/Co-pays
 - Co-insurance coverage: 100% in-network- 80% out-of-network after deductible

- C. Community Blue WMHIP Versatile PPO- 90/70**
 - In-network deductible - Single \$250/Family \$500
 - Out-of-network deductible – Single \$500/Family \$1000
 - Prescription Coverage – Retail 30 day \$10/Generic \$40/Brand
 - Co-pays in-network \$20 OV after deductible
 - Co-insurance coverage: 90% in-network after deductible/70% out-of-network after deductible

D. Community Blue WMHIP H.S.A. 100/80

- In-network deductible - Single \$1300/Family \$2600
- Out-of-network deductible – Single \$2500/Family \$5000
- Prescription Coverage – (AFTER deductible) Retail 30 day \$10/Generic \$40/Brand
- Co-insurance coverage: 100% in-network after deductible/80% out-of-network after deductible

E. Simply Blue-WMHIP Select-5 PPO Tiered 100/80

- In-network deductible- Single \$250/Family \$500
- Out-of-network deductible- Single \$500/Family \$1,000
- Prescription Coverage -Retail 30 day/\$20 Generic/ \$40 Preferred Brand/\$80 Non-Preferred brand
- Co-pays in-network \$20 Primary Care Physician OV /\$40 Specialist OV /\$60 Urgent Care
- Co-insurance coverage: 100% in-network- 80% out-of-network after deductible

F. Simply Blue-WMHIP Versatile PPO Tiered 90/70

- In-network deductible- Single \$250/Family \$500
- Out-of-network deductible- Single \$500/Family \$1,000
- Prescription Coverage -Retail 30 day/\$20 Generic/ \$40 Preferred Brand/\$80 Non-Preferred brand
- Co-pays in-network \$20 Primary Care Physician OV /\$40 Specialist OV /\$60 Urgent Care
- Co-insurance coverage: 90% in-network- 70% out-of-network after deductible

Each part-time employee working at least twenty (20) hours a week is entitled to the benefits described above on a prorated basis. The prorated amount is based on the number of hours scheduled to work. Each part-time employee may obtain the same hospital/medical insurance as a full-time employee by paying, via payroll deduction, that portion of the premium not paid by the College. Employees may contact the Human Resources Department for the current contribution amounts to be made by the College.

To be eligible for insurance coverage, each employee must complete an election and enrollment form within thirty (30) days from date of hire. Coverage begins at the first of the month following your date of hire.

For purposes of processing insurance coverage, status changes must be reported to the Human Resources Department within thirty (30) days. Changes include but are not limited to the following: marriage, divorce, births, adoptions, deaths, and change of name or address.

A husband and wife who are both employed by the College may, pursuant to their qualifications, select any of the above; but they shall not receive double coverage.

Section 3 Dental/Vision Reimbursement Program

Each full-time employee who is employed at least thirty-two and one-half (32.5) hours a week and is assigned to position(s) for the duration of at least the academic year shall be eligible for reimbursement as set forth herein, subject to the caps provided under this program. In addition, vision reimbursement may be used for Lasik surgery.

Each employee and immediate dependent family member (spouse, son, daughter, and/or minor child assigned to the employee by a court according to IRS guidelines) will be provided with dental/vision care.

Beginning each fiscal year on July 1 and ending the following June 30, the College may reimburse 90% of the actual dental and/or vision charges paid by the employee not to exceed \$2,500.00 in total combined dental and vision benefit a year for full family.

The College is the secondary provider. All claims must be filed with the primary spouse's provider before requesting reimbursement from the College. Reimbursement may be for the employee and family as follows:

Services and Materials Covered:

DENTAL	VISION
Scaling and Polishing	Vision examination by Optometrist or Ophthalmologist
Fillings	Corrective lenses by prescription: Regular or Contact
Fluoride Treatment	Frames
Extractions	Lasik Surgery
Diagnostic X-Rays	
Root Canals	
Crowns	
Oral Surgery	
Bridges, Dentures and Partial	
Anesthetics	
Orthodontics	
Oral Maxillofacial Surgery	
Periodontics	
Endodontics	

Services and Materials Not Covered:

DENTAL	VISION
Any service or supply not furnished by a licensed dentist	Cosmetic purposes
Any service or supply not	Non-corrective lenses

reasonably necessary for the dental care of the eligible individual	
Cosmetic purposes	Vision therapy
Any care provided or reimbursed by other sources	Medical and surgical treatment of the eyes
Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature by a person of similar training and experience)	Any care provided or reimbursed by other sources
	The cost of any service and/or material or of any combination thereof over the reimbursement amount

Section 4 Reimbursement Procedure

At the time of employment, enrollment forms must be filled out and submitted to the Human Resources Department. Reimbursement payments shall not be processed until this form is on file in the Human Resources Department. You are eligible for reimbursement at the first of the month following your date of hire.

The employee must pay the full amount of dental and vision bills and then submit the following to the Plan Administrators Office for reimbursement:

1. The itemized bill or invoice.
2. Proof of payment (i.e., itemized bill or invoice and paid receipt).
3. A completed and signed Dental or Vision Reimbursement Claim Form.
4. Submit Dental or Vision Reimbursement Claims via one of the following methods:
 - Mail: ASR Corporation, P.O. Box 6392, Grand Rapids, MI 49516-6392
 - Email: claimsubmit@asrhealthbenefits.com
 - Fax: (616) 464-4458

Claims will be processed according to the College's administrative policies and procedures.

If there is a conflict between the statements in this Handbook and the health care Plan Document, the Plan Document shall be controlling.

Section 5 Long-Term Disability Program

A long-term disability (LTD) program may be provided to all full-time employees. The elimination period is sixty (60) calendar days following the submission of a physician's statement of disability. The effective date for the first payment is after all available sick time has been used. Coverage may be up to 66 2/3% of regular pay a month subject to any limits contained in the Plan Document. Refer to Plan Document for eligibility and maximums. Benefits are paid on the primary position; offsets for Worker's Compensation, Social Security, Medicare, Office of Retirement Services and Optional Retirement Plan (ORP) may be required under the Plan Document. Hospital/Medical, dental and vision coverage may be continued for a period not to exceed one year if the employee remains eligible for LTD coverage.

LTD Maximum Period of Payment

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

LTD Other Features:

- a) Some disabilities may not be covered or may have limited coverage under this plan.
- b) Survivor benefit
- c) Cost of living
- d) Noncontributory
- e) The preceding items are only highlights of the plan. For a full description of your coverage, consult the Plan Document on file in the Human Resources Department. Where there is a conflict between the description in this Handbook and the Plan Document, the Plan Document is controlling.

Section 6 COBRA - Continuation of Health Insurance

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that employees and their spouses and/or dependents be notified of their rights and obligations under this act. This act states that covered employees are entitled to the continuation of health insurance coverage at their own expense in the event that a "qualifying event" occurs.

If you become covered by the College's group health insurance program, you have a right under COBRA to continue your coverage under the health insurance plan upon:

- a) Termination of your employment for reasons other than gross misconduct;
- b) Upon a reduction of your hours of employment that results in the loss of coverage under the health insurance plan;

The spouse or dependent child of an employee covered by the College's health insurance plan has the right to choose continuation coverage for himself/herself if he/she loses coverage under the plan for the following reasons:

- a) Death of the employee;
- b) Termination of the employee's employment for reasons other than gross misconduct or a reduction in the employee's hours resulting in the loss of coverage;
- c) Divorce or legal separation or a covered employee from the covered employee's spouse;
- d) The employee becomes entitled to Medicare; or
- e) A dependent child ceases to be a dependent child of the covered employee under the plan.

Under COBRA, the employee or a family member must notify the College within sixty (60) days of the occurrence of a divorce, legal separation, or a child losing dependent status under the College's health insurance plan. The College, in turn, must notify the insurance carrier of the employee's death, termination of employment, reduction in hours, or Medicare entitlement.

When the College is notified that one of these events has happened, the College will notify you that you have the right to continuation coverage. You, in turn, must notify the College within sixty (60) days from the date you lose coverage that you want continuation coverage. If you do not choose continuation coverage, your health insurance coverage will end.

Employees who separate will be given the opportunity to maintain coverage for eighteen (18) months. Dependents who lose their dependent status are given the opportunity to maintain coverage for thirty-six (36) months.

Your continuation of coverage may be cut short for any of the following reasons:

- a) The College no longer provides group health insurance coverage to any of its employees;
- b) The premium for your continuation coverage is not paid by you;
- c) You become covered under another group's health plan;
- d) You become entitled to Medicare, except where the College's filing for bankruptcy is the qualifying event.

You do not have to show you are insurable to choose continuation coverage. However, you are required to pay all of the premiums for the continuation coverage plus a fee equal to two percent (2%) of the premium. When your continuation coverage period ends, you may be allowed to enroll in an individual conversion health plan if offered by the insurance company providing the College's health insurance plan. You may have additional rights under Michigan law. If you have any questions concerning your rights,

please contact the Human Resources Department. Also notify the Human Resources Department if there is a change in your marital status or you or your spouse's address has changed.

Please see the Human Resources Department for additional information.

Section 7 Retirement

- A. Eligibility: The College is part of the Michigan Public Schools Retirement System, (MPSERS). All employees, except for MPSERS retirees, are immediately eligible to be in this program. The College's contribution rate is determined annually by MPSERS. Employee contributions are determined by the plan.
- B. Enrollment: Enrollment forms are available from the Human Resources Department and should be completed upon hire. Questions or changes regarding retirement benefits should be directed to Human Resources or to the Office of Retirement Services at (800) 381-5111.
- C. Payout of Benefits: Each employee who has reached the age and service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Community College shall receive, upon retirement, the amount of \$40 per day for each accumulated sick leave days or \$45 per year of service, whichever is greater.
- D. Special Pay Plan: Benefits payable at the time of retirement (accumulated vacation and sick time) will be paid into a tax- deferred account for all eligible employees.
- E. An Employee who has reached the age and service requirements of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with Grand Rapids Community College (GRCC), shall be presented with a GRCC retirement badge and wallet as a retirement gift from the Employer, in recognition for their loyalty, service and dedication to the students and faculty of the Grand Rapids Community College.

Section 8 Retirement -Sick Days Payoff

Upon retirement an eligible employee may receive \$40 for each unused sick day or \$45 for each year of credited service, whichever is greater.

To receive this benefit, the employee must have reached the age and service requirement of the Michigan Public School Employees Retirement Act and have completed at least ten (10) years of service with Grand Rapids Community College.

The designated beneficiary (on file with the Human Resources Department) of each employee who dies shall receive the payment upon the eligible employee's death.

Section 9 Life Insurance Program

Each full-time employee who is employed at least thirty-two and one-half (32.5) hours a week shall be eligible for the Life Insurance Program as set forth in this contract.

Campus Police	
Term Life Insurance	Accidental Death and Dismemberment (AD&D) \$30,000
Premium	Paid by College
Duration	Active Employee

Employees may receive life insurance during the time of employment (see “Duration” in above table and excluding layoff); while on sick leave; or vacation.

Section 10 Workers’ Compensation

If you are injured on the job, you must report your injury immediately (within 24 hours) to your supervisor and fill out an Employee Injury Report Form. All injuries should be reported, even if medical treatment is not necessary. If an injury occurs after regularly scheduled GRCC hours and immediate medical attention is needed or the injury is life threatening, and Campus Police are not on campus, please go to the nearest emergency room or call 911. Human Resources (X-4052) should be contacted during the next business day.

Whenever an employee receives Workers’ Compensation benefits, the employee has the option to be paid the difference between such benefits and the employee’s regular salary or wage by the College provided the employee has accumulated sick leave days available. Such difference shall be deducted from the employee’s accumulated sick leave bank. The decision whether or not to use accumulated sick leave time will be in effect for the duration of the absence and is not subject to change as long as the employee has not exhausted his/her sick leave bank. The employee will notify the Human Resources Department in writing as to whether or not he/she elects to use accumulated sick leave time while receiving Workers’ Compensation.

The obligation of the College to pay any salary differential shall be terminated after the exhaustion of the accumulated sick leave bank, at the end of the current fiscal year, or after nine (9) months, whichever occurs first.

Employees shall be entitled to twelve (12) months of health insurance benefits continuation.

If the employee is still disabled at the end of the period, he/she may, at the employee’s expense, continue hospital/medical, dental and vision benefits according to COBRA guidelines.

Section 11 Flu Shot

Flu shots may be provided at no expense to the employee at the times and locations designated. Employees may also be provided hepatitis shots at no expense to themselves at the times and locations designated.

Section 12 Tuberculosis Test

If law requires the College to do so, each employee may receive, at no cost to the employee (or he/she will be reimbursed), a chest x-ray or tuberculin skin test, provided the employee reports at the time and place scheduled by the College. The College shall specify which of the tests will be administered. Each employee receiving the free tuberculin test from the College must have the test read at the time and place designated when the test was given.

Article 12 HOLIDAYS

Section 1 Observed Holidays

Each full-time employee (32.5 hours or more a week) shall be eligible for holiday pay for the following holidays if the holiday falls within the employee's designated workweek.

Holiday	16/17	17/18	18/19
Independence Day	7/4/2016	7/4/2017	7/4/2018
Labor Day	9/5/2016	9/4/2017	9/3/2018
Day Before Thanksgiving	11/23/2016	11/22/2017	11/21/2018
Thanksgiving Day	11/24/2016	11/23/2017	11/22/2018
Day After Thanksgiving	11/25/2016	11/24/2017	11/23/2018
Half Day Before Christmas*	12/23/2016	12/26/2017	12/24/2018
Variable Half Day*	12/23/2016	12/26/2017	12/24/2018
Christmas	12/26/2016	12/25/2017	12/25/2018
Variable Half Day Before New Year's*	12/30/2016	1/2/2018	12/31/2018
Half day before New Year's *	12/30/2016	1/2/2018	12/31/2018
New Year's Day	1/2/2017	1/1/2018	1/1/2019
Memorial Day	5/29/2017	5/28/2018	5/27/2019

Section 2 Holiday Eligibility Conditions

- A. Regularly employed for thirty-two and one-half (32.5) hours or more a week.
- B. The employee must complete the last scheduled workday prior to the holiday and begin work at the scheduled time on the first scheduled workday after the holiday.
- C. This section shall not apply when there is an approved leave for illness or injury or when a holiday falls within an employee's vacation.
- D. If an eligible employee is required to work on any scheduled holiday, that employee shall receive twice the employee's pay rate.
- E. If a holiday falls on Sunday, the employee shall have Monday off with pay at his/her regular pay rate, provided the College is not in session on Monday. If the College is in session on Monday, Sunday shall be the holiday, and each eligible employee shall receive one (1) day's pay at his/her regular pay rate for the Sunday

holiday in addition to pay earned for the time the employee worked during the holiday week.

- F. If a holiday falls on Saturday, the employee shall have Friday off with pay at his/her regular pay rate, provided the College is not in session on Friday. If the College is in session on Friday, Saturday shall be the holiday, and each eligible employee shall receive one (1) day's pay at his/her regular pay rate for the Saturday holiday in addition to pay earned for the time the employee worked during the holiday week.

Section 3 Holiday Shutdown

	2016-2017	2017-2018	2018-2019
Holiday shutdown period begins Christmas Eve: ½ holiday and ½ variable holiday	Dec 23, 2016	Dec 26, 2017	Dec 24, 2018
Christmas Day holiday	Dec 26, 2016	Dec 25, 2017	Dec 25, 2018
Shutdown Day	Dec 27, 2016	Dec 27, 2017	Dec 26, 2018
Shutdown Day	Dec 28, 2016	Dec 28, 2017	Dec 27, 2018
Shutdown Day	Dec 29, 2016	Dec 29, 2017	Dec 28, 2018
New Year's Eve: ½ holiday and ½ variable holiday	Dec 30, 2016	Jan 2, 2018	Dec 31, 2018
New Year's Day holiday	Jan 2, 2017	Jan 1, 2018	Jan 1, 2019
Holiday shutdown period ends/Return to work	Jan 3, 2017	Jan 3, 2018	Jan 2, 2019

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

To be eligible for the holiday shutdown, employees must be required to work during the scheduled shutdown period as part of their regular work week/year. Full pay for shutdown days will be paid on primary positions only.

Employees working during shutdown period:

1. Scheduled work - mandatory college work planned to deal with critical business of the college (i.e. payroll processing, IT system support, sidewalk snow cleanup and minimal building rounds).
2. Emergency work - mandatory college work unplanned to deal with critical business of the college (i.e. building malfunctions on campus, security-related emergency).

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

If an employee is scheduled to work on any of the Holidays, the employee will be paid according to their contract.

If an employee is approved to work on a shutdown day, the employee will be granted an equivalent amount of time off as compensatory time off up to eight hours per day.

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

ARTICLE 13 VACATION

Section 1 Vacation Policy

1. All vacation allowances must be earned. However, the College will advance employees their annual vacation allowance at the beginning of each fiscal year to allow employees to use time off over the course of the year in which they earn the vacation.
2. Annual allowances are based on the table set forth below.
3. Upon separation from employment for any reason, including voluntary or involuntary termination or retirement, vacation banks will be adjusted. Vacation allowances will be prorated based on the number of months the employee worked during the fiscal year in which the separation occurs.
4. Employees who have used more than their prorated annual vacation allowance shall reimburse the College for each vacation day that was taken but not earned. If the employee's vacation bank has been overdrawn, the overdrawn amount will be deducted from the employee's final paycheck.
5. Employees who have earned but unused vacation days shall be paid for each day of earned but unused vacation at the employee's daily rate at the time of separation.

Newly hired 52 week full-time employees (employed at least 32.5 hours a week)	Vacation (July 1-June 30)
1 st full fiscal year of employment	1 day for each full month of employment, up to 10 days
2-5	15
6-10	20
11-15	22
16-20	25
21 and up	27

Section 2 General Vacation Conditions

- A. Each employee has the responsibility of arranging vacation time with his/her immediate supervisor.
- B. Vacation time shall be used by December 31st of the fiscal year following the year in which it was awarded. If any such vacation time is not used by this date, then any such unused vacation time will be forfeited.
- C. It is understood that the accumulated vacation time is to be used by the date specified. Any employee who is prevented from using the vacation time due to execution of work assignments may have up to ten (10) days automatically extended to the end of the next calendar year (December 31st). In the event an employee wishes to have the ten (10) days transferred to his/her sick leave bank, he/she must notify the Director of Human Resources or designee in writing by December 31. The decision of the Director or designee shall be final.
- D. Within a given fiscal year, employees may borrow against their future vacation time with the approval of their immediate supervisor and written notification to the Director of Human Resources.
- E. Each employee who retires or is terminated shall be paid in full for each unused vacation day at the employee's daily pay rate at the time of the retirement or termination.

ARTICLE 14 TUITION REIMBURSEMENT AND OTHER BENEFITS

Section 1 Tuition Waiver for Grand Rapids Community College Tuition for Employee, Employee Spouse and Eligible Children

- A. Full-time (employed at least 32.5 hours a week) and part-time employees (20 hours and above) shall be eligible after six (6) months of the College employee's continuous employment prior to the beginning of the semester. Part time employees working less than 20 hours per week are eligible for tuition waiver for 4 contact hours per semester for the employee only.
- B. Employee, employee's spouse or dependent children (unmarried: children, stepchildren or foster children up to the age of 24) may receive waiver for tuition and fees for according to the guidelines that follow.
- C. Spouses or dependent children of part-time employees may receive prorated waiver based on the College employee's work schedule.
- D. Employees on unpaid leave of absence shall not qualify for any of the benefits under this provision.
- E. Tuition and fees will be waived for the first 12 contact hours, regardless of any other available sources of financial aid.
- F. Employee's course work may not interfere with the employee's assignment.
- G. Tuition waiver for each full-time employee, spouse and eligible child shall not exceed twelve (12) contact hours and related fees (regardless of residency) at Grand Rapids Community College per semester (Fall, Winter and Summer). The tuition waiver may be used for non-credit courses at GRCC if they lead to national certification. The waiver benefit will be equated to dollars based on a

calculation of 12 contact hours at the resident rate, and related fees. The tuition waiver cannot be applied to non-credit courses taken for personal interest, CEU and employer specific training. The tuition waiver does not include books and the employee will be responsible for covering these costs. Part-time employees will have prorated tuition waiver based on the number of hours worked per week during the College's fiscal year.

- H. In cases where an employee and their spouse both are employed with GRCC Meet & Confer, APSS, CEBA, OR Campus Police employee groups, their dependents will be allowed a maximum of 24 contact hours per semester.
 - a. In cases where an employee's spouse is a faculty or adjunct faculty member, their dependent tuition waiver will be coordinated per the handbook and their collective bargaining agreement language.
- I. The tuition waiver form can be found at

- <http://www.grcc.humanresources/tuitionwaiver>

Section 2 Other College Tuition Reimbursement

The employee may be eligible after six (6) months of continuous employment prior to the beginning of the semester.

Each full-time employee (employed at least 32.5 hours a week) is eligible for tuition reimbursement up to twelve (12) semester hours each fiscal year. For each part-time employee, the amount of tuition reimbursement and fees shall be prorated based on the assigned number of hours worked per week during the regular year.

Courses taken at institutions other than Grand Rapids Community College shall be reimbursed at the regular tuition rate charged but shall not exceed \$300 a credit hour plus fees (excluding deferred payment fee).

To be reimbursable, courses taken at colleges other than GRCC must be related to the employee's regular assignment, required for degree completion or related to other GRCC employment opportunities.

- A. Employees on leave of absence shall not qualify for tuition reimbursement.
- B. Satisfactory completion (grade of "C" or better) of the course is required.
- C. Tuition reimbursement is not available from any other source.
- D. Course work may not interfere with the employee's assignment. Exception shall be only by written approval of the President or designee.
- E. Within thirty (30) days of completion of an approved course, the employee or retiree shall complete and submit to the Human Resources Department an Application for Tuition Reimbursement along with a copy of the grade report and the tuition receipt.
- F. Financial Services shall make payment according to established procedures.
- G. Any individual eligible to receive tuition reimbursement must be a College employee at the time the class is taken and prior to payment or a GRCC retiree.

Section 3 Course Approval

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

- a) Such courses must be college credit or workshop equivalent to credit courses.
- b) The employee must have junior or senior status or work at a graduate level in order to take courses at colleges other than Grand Rapids Community College.
- c) If a course is available at another institution that could benefit the employee's work performance, an exception can be made with administrative approval.
- d) Written approval or disapproval shall be submitted to the employee or retiree.
- e) A two-year allotment may be taken simultaneously provided the employee is enrolled in a course or courses that begin in one fiscal year and terminate in the next fiscal year.

Section 4 Professional Development Activities and Reimbursement

Each employee may be entitled to reimbursement for professional development activities through his/her Budget Control Officer's fiscal funding of up to \$150 each fiscal year for professional development activities (i.e., travel, conferences, professional periodicals, etc.) that enhance the skills required for the employee's current position. An employee with unique circumstances may be awarded additional funding for professional development activities. Such requests should be made to the appropriate Budget Control Officer.

- A. Employees shall receive normal pay while participating in educational conferences, visitations and other educational programs that have been approved by their supervisor.
- B. Internet service provider charges do not qualify for professional development activity reimbursement.
- C. Maximum reimbursement for approved conference and convention attendance expense shall be as follows:
 1. Employees required by the President or designee to travel for College business shall be fully reimbursed for all allowable travel expenses subject to the fiscal guidelines established by the College administration.
 2. Travel cost shall not exceed second-class airfare or travel by private automobile (pursuant to the travel reimbursement scale plus any applicable parking fee), whichever is less.
 3. Lodging and meals reimbursement will be in accordance with Administrative Policy

4. Benefits for employees shall continue to cover the employee while he/she is performing his/her work-related duties.

Section 5 Uniforms

The College will either provide funding toward the purchase of uniforms and/or shoes required in the performance of an eligible employee's duties or provide such uniforms and/or shoes. Uniforms must be returned to the College upon termination of employment or the costs will be deducted from the employee's last paycheck.

Each eligible employee shall be responsible for cleaning and maintaining uniforms required in the performance of his/her job and shall wear the uniforms properly while on duty.

Section 6 Parking

GRCC POLC members agree to pay \$10.00 per month from September through April (8 months) in exchange for the opportunity to park on campus.

Members who do not wish to pay this monthly fee may elect to park in campus parking lots assigned by the College with a free shuttle service to campus.

Members whose shifts begin or end when shuttle service is not available will be assigned free parking on campus.

Section 7 Mileage Reimbursement

Each employee who, by the nature of his/her employment, is required to drive his/her own vehicle in the performance of his/her duty or responsibilities shall be eligible for actual mileage reimbursement based upon the current IRS rate at the start of the fiscal year. Mileage will be reviewed on an annual basis at the beginning of each fiscal year. Employees must document their trips, the business purpose and the mileage in order to satisfy IRS requirements and to receive reimbursement from the College.

If an employee is required to use a motor pool vehicle in the performance of his/her duty or responsibilities, reimbursement is limited to actual costs incurred while the pool vehicle was in use.

Article 15 Time off Allowances/Leaves

Section 1 Bereavement

Bereavement time because of death in an employee's immediate family shall not exceed five (5) workdays if the deceased lived within the state of Michigan or seven (7) workdays if the deceased lived outside the state of Michigan.

Immediate family is defined to include: spouse, child, mother, father, brother, sister, "step" of the previous, in-laws (father, mother, brother, sister, daughter and son),

grandparent, grandchild, spouse's grandparent, aunt, uncle, foster child or children assigned by the court.

Bereavement time for the death of friends or other relatives shall not exceed 24 hours per fiscal year.

Authorized bereavement days may not be deducted from the employee's sick bank.

Section 2 Child Care Leave

Each employee may submit, in writing, requests for leaves of absence without pay for the purpose of childcare. This leave shall run concurrently with FMLA Leave. Such leave may be granted for a period up to six (6) months and for additional periods at the discretion of the President or designee. (See FMLA Child Care Leave or Care for a Child Placed Through Adoption or Foster Care.)

Requests for a childcare leave (without pay) shall be in writing, authorized by the immediate supervisor and the appropriate Vice President, and shall state the reasons for the leave. The Director of Human Resources shall notify the employee in writing of the approval or disapproval of the leave.

The duration of such leave shall be only for such time as requested and approved, unless changed by agreement between the President or designee and the employee. Approval for this type of leave is dependant upon the needs of the College as determined solely by the President or designee.

Section 3 Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve (12) weeks of unpaid leave a year for a serious personal health condition; childbirth; or care of the employee's newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition.

The following provisions provide information about the FMLA policy. Please read the following provisions carefully and use them for future reference.

If you have worked for the College for at least one year and have worked at least 1,250 hours during the 12-month period prior to the commencement of the leave, you are eligible for an FMLA leave, provided the circumstances requiring your absence from work fall within the scope of the College's policy.

Eligible employees may use Family and Medical Leave for one or more of the following reasons:

- * The birth of a child and care of a newborn child;
- * To care for a newly adopted child or child recently placed in the employee's home for foster care;
- * To care for a spouse, child or parent (but not parent-in-law) who has a serious health condition; or
- * The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

Family leave to care for a newborn child or for adoption or foster care placement of a child must be completed within 12 months of the birth, adoption or placement of the child.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care, (2) a period of incapacity requiring continuing treatment by a health care provider, (3) a period of incapacity due to pregnancy or for prenatal care, (4) a period of incapacity or treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer), or (5) a period of absence to receive multiple treatments by a health care provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than three consecutive calendar days (e.g., dialysis for kidney disease or chemotherapy for cancer). By way of example, “continuing treatment by a health care provider” includes a period of incapacity of more than three consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that requires treatment on two or more times by a health care provider or treatment once by a health care provider that results in a regimen of continuing treatment under the supervision of a health care provider (e.g., a course of prescription drugs, physical therapy).

Unless complications arise, the common cold, flu, upset stomach, headaches, routine dental problems and cosmetic treatments do not meet the definition of a “serious health condition.”

Eligible employees may take up to twelve (12) weeks of unpaid leave during any 12-month period for a purpose that qualifies for a leave under the FMLA Policy. In determining the 12 months in which FMLA leaves may be taken, a fixed 12-month Fiscal Year period (July 1 through June 30) will be used.

If spouses are both employed by the College and both are eligible for an FMLA leave, spouses may take up to a combined total of 12 weeks of FMLA leave for the birth and care of a newborn child, the placement of a child in the spouses’ home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee’s own serious health condition. For example, if spouses each take four weeks to care for a newborn child, each spouse will have eight weeks remaining within the 12-month period to use for other kinds of FMLA leaves, if necessary.

FMLA leaves necessitated by a serious health condition or the treatment of a serious health condition may be taken intermittently or on a reduced-schedule basis (e.g., by taking leave in separate blocks of time, or working fewer hours in a day or days in a week), but only if such a schedule is needed for medical reasons (including the employee’s own serious health condition or the care of and psychological comfort to a parent, child or spouse suffering from a serious health condition or needing treatment for a serious health condition).

In the case of caring for a newborn, adopted or foster child, intermittent FMLA leave or a reduced-schedule leave requires prior approval by the College. The College’s consideration of such requests will include several factors, such as the length of the

requested leave, the nature of your job, your existing and proposed work schedule, and the College's business needs.

If an FMLA leave is requested on an intermittent or reduced-schedule basis, the College may require an employee to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates recurring periods of absence or a part-time schedule.

If the need for an FMLA leave is foreseeable, you must give at least 30 days' notice of your intent to use the leave (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member). When the need for an FMLA leave is unexpected, you must provide notice as soon as possible after the need for the leave is known: within two (2) days unless extraordinary circumstances make giving such notice impossible.

To apply for an FMLA leave, contact the Human Resources Department for a Family and Medical Leave Request form. The form includes the reason for the leave and the date you expect to return to work.

Section 4 Medical Certification

If you are requesting an FMLA leave due to a serious health condition or to care for a parent, child or spouse with a serious health condition, you will be required to provide medical certification from a health care provider of the health condition involved and, if applicable, verification that you are needed to care for the ill family member and for how long. You must provide the requested medical certification within 15 days of being supplied with the necessary certification form from the Human Resources Department or your request for an FMLA leave may be delayed or denied.

The certification must contain the following information:

- A. The date on which the serious health condition began;
- B. The probable duration of the condition;
- C. The medical facts regarding the condition;
- D. A statement that the employee is unable to perform his or her functions or that he/she is needed to care for a spouse, parent, or child;
- E. An estimate of the time required recovering or caring for a spouse, parent, or child;
- F. In the case of intermittent leave, the date and duration of treatment.

After you submit the required medical certification, the College may require, at its option and its own expense that a medical certification be obtained from a health care provider of the College's own choosing to verify the need for the requested FMLA leave. If the first and second medical certifications differ, the College may require, at its option and at its own expense, that a third certification be obtained from a third health care provider who is jointly selected by the prior two health care providers. The third medical certification will be final and binding on both parties.

The College may also require periodic medical recertification at its own expense.

Section 5 Fitness for Duty

All employees are required to provide fitness for duty certification at the time they seek to return to work. The medical certification should indicate that the employee is fit for duty and able to return to work. Failure to provide this certification will delay the employee's restoration to his/her last-held or equivalent position. Fitness for duty certification is not required for intermittent leave.

Family and Medical Leaves are **unpaid** leaves, but there are several ways in which the College's policy regarding paid time off can provide you with some form of income during such a leave.

Section 6 An Employee's Serious Health Condition

If you are eligible for an FMLA leave due to a personal medical problem that qualifies as a serious health condition under the College's policy, including periods of incapacity due to pregnancy or childbirth, you are required to use accrued but unused sick days to cover this period of absence. If your FMLA leave continues after you have exhausted your available sick days, the remainder of the leave will be unpaid.

Section 7 Use of Sick Days for Family Member Illness or Injury

The employer shall grant up to twelve (12) weeks of job protected FMLA leave for eligible employees under the current Federal law.

Section 8 Care for a Seriously Ill Child, Parent or Spouse:

If you are eligible for and take an FMLA leave under the College's policy because you are needed to care for a child, parent or spouse with a serious health condition, at your option you may use your accrued but unused vacation days to cover this period of absence. In the event you wish to use vacation time, it is your responsibility to notify your supervisor. If your FMLA leave continues after you have exhausted your available vacation days, the remainder of the leave will be unpaid.

Section 9 Child Care Leave or Care for a Child Placed Through Adoption or Foster Care:

If you are eligible for and take an FMLA leave to care for a newborn or a child placed for adoption or foster care, you will be placed on an FMLA leave; and you may use your accrued but unused vacation days to cover this period of absence. If your FMLA leave continues after you have exhausted your available vacation days, the remainder of the leave will be unpaid. Sick days will not be applied toward this kind of FMLA leave because the sick day policy provides paid time off only for an employee's illness.

Section 10 Benefits While on FMLA.

During the period of an approved FMLA leave, your health insurance (including vision and dental, if applicable) will continue uninterrupted; but if you make a contribution toward your coverage, you must make arrangements to continue your contributions during the term of your leave in order to continue your health insurance coverage at existing levels.

Service is considered uninterrupted for purposes of calculating vacation and sick leave eligibility upon your return from an FMLA leave. However, you do not accrue any vacation or sick days during the period of an unpaid FMLA leave.

Section 11 Return to Work.

When you return from an FMLA leave, you will be reinstated in your prior job or to an equivalent position with equivalent pay, employment benefits and other terms and conditions of employment. If you are on an FMLA leave due to a serious health condition, you will be required to provide a fitness-for-work certification upon your return. At the time you request an FMLA leave, you will be advised of whether this requirement applies to you

If you fail to return to work on the first business day after your FMLA leave has expired and you have not applied for and received approval for a personal leave of absence, you will be considered to have voluntarily resigned.

In addition, if you do not return to work upon the completion of an approved **unpaid** FMLA leave for reasons other than the onset, continuation or recurrence of a serious health condition of yourself or your parent, child or spouse, qualified retirement or other circumstances beyond your control, the College will require repayment of the College contribution to your health insurance and basic life insurance premiums paid during the FMLA leave. This includes not only amounts paid to cover your co-pay contribution but also the share ordinarily paid by the College.

An employee who is unable to return to work after exhausting his or her FMLA leave may request an additional short-term leave of absence. The request should be made in writing to the Human Resources Department at least forty-five (45) days before the FMLA leave is exhausted or as soon as the employee knows of the need for the additional leave. The decision to grant or deny any such request is entirely discretionary. The College cannot guarantee any position to employees who are absent for longer than six (6) months in any 12-month period. The placement of an employee at the end of such extended leaves will be subject to the length of the leave, the nature of the employee's job, business conditions, staffing needs, and the availability of openings for which the employee is qualified, as determined by the College.

Acceptance of another job while on an FMLA leave without the prior written approval of the College will result in the cancellation of the leave and the termination of the employee's employment with the College.

Section 12 Worker's Compensation or Other Types of Disability Leave.

Light Duty for Non-Duty Related Disabilities: An employee's return from a disability leave is contingent upon the employee being able to fully perform the duties to which the employee is assigned as well as any other applicable provisions of this contract. If an employee is able to work with limitations based on medical certification from a qualified health care provider, the Employer may, in its discretion, assign an alternate duty assignment within the employee's residual capacities. On-duty injuries creating the need for a light duty assignment will be given preference to off-duty injuries requiring the

same light duty assignment. During the period of a light duty assignment, employees shall be paid at their regular rates of pay and be eligible for all benefits and insurance coverage's available to employees not on worker's compensation or disability leave.

Section 13 General Leaves (Non-FMLA).

At the discretion of the College, employees may be granted a leave of absence without pay for purposes other than those included in the Family and Medical Leave Act for a period not to exceed twelve (12) months. Requests for leave without pay shall be in writing, authorized by the immediate supervisor and the appropriate Vice President, and shall state the reasons for the leave. The Director of Human Resources shall notify the employee in writing of the approval or disapproval of the leave. See unpaid leave reinstatement section.

Section 14 Sick Leave.

Unused sick days shall be cumulative from fiscal year to fiscal year for each employee. The total amount of each employee's accumulation is unlimited. Employees shall receive sick days as follows:

- A. Full-time employees will be granted one (1) sick day for each month of employment, credited in advance each fiscal year. Each employee working fifty-two (52) weeks will be awarded twelve (12) days. Each employee working fewer than fifty-two (52) weeks shall be entitled to a prorated allowance of one day per month of employment.
- B. Newly hired employees will be credited with sick days in advance, one day for each month of scheduled employment through the end of the current fiscal year.
- C. Sick days, which shall be deducted from the employee's accumulated sick leave bank, limited to maximum accumulation, may be used for:
 - 1. Personal illness, injury, or physician's orders to remain absent because of disability caused by injury or illness.
 - 2. In cases subject to the Worker's Compensation law, such sick time may be used to supplement Worker's Compensation.
 - 3. To provide for emergency arrangements because of the illness or injury or the care of a disabled relative. The maximum number of sick time days shall not exceed two (2) working days for each occurrence. Sick time, not to exceed nine (9) days per occurrence, may be used for circumstances surrounding critical illness.
 - 4. Normal dental, vision and medical appointments that cannot be scheduled before or after working hours. The allowable sick leave usage for each appointment must not exceed what is reasonable for such appointment. Substantiation may be requested by a supervisor for extended leave requests. Every effort should be made to schedule such appointments to not conflict with work schedules.
- D. Employees are required to call in each day of absence. If the absence is more than three (3) days you may be required to provide medical documentation.

- E. If an employee leaves employment with the College and has overdrawn on the advanced paid sick leave days, the overdrawn amount shall be deducted from the employee's final pay. The employee shall forfeit sick time that is not used prior to leaving employment unless he/she is eligible for retirement sick day's payoff, as provided for in this Handbook.

Section 15 Unpaid Leave Reinstatement.

Upon expiration of an unpaid leave, an employee's employment may be terminated if the employee does not return to work or contact Human Resources within five (5) days after the expiration of the approved leave. Leaves will not be granted or continued for self-employment or other employment.

With no written agreement to the contrary between the Director of Human Resources and the employee, an employee on leave shall have the following reinstatement rights:

An employee returning from an approved leave of any kind for a period of fewer than six (6) months shall be reinstated to his/her former position. However, an employee on a leave of any kind for a period of from six (6) months to twelve (12) months may be offered an available position for which he/she is qualified if the former position is not open. If no position is available, the employee may be assigned Pending Suitable Placement (PSP) status for up to twelve (12) months from the expiration of the approved leave. During this PSP period, he/she may bid on open and posted job openings. If a position is not secured during the PSP period, employment will be terminated at the end of the twelve (12) months, and the College will have no obligation to consider the person for reinstatement.

Section 16 Personal Business Leave.

- A. Each full time employee, scheduled to work 32.5 hours per week, is entitled to 24 hours of personal leave each fiscal year (non-accumulative). Each part time employee, scheduled to work at least 20 hours per week, is entitled to a prorated amount of personal leave each fiscal year.
- B. A form is not required; however, all personal leave time must be approved in advance by the immediate supervisor, and reported on the daily time sheet as personal leave.
- C. Personal business days will be granted in the same manner as vacation days. No restrictions applied.

Section 17 Jury Duty

If an employee is summoned for jury duty, a special leave of absence with pay shall be granted for that purpose provided such employee provides a copy of the court order or subpoena to the immediate supervisor. The employee shall be expected to be at work during the regular working hours when not required to be absent because of court proceedings.

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

The request for jury duty or court appearance must be made in writing on the Application for Leave of Absence form.

Section 18 Military

Any employee who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay for the period of military service, in accordance with applicable federal and state laws. Upon return from such leave, the employee shall receive full credit on the salary schedule for the time served provided the employee has been released from active duty, submits a written request for re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform his/her required duties. It is the responsibility of the employee to submit to the Director of Human Resources or designee the official documents to support the above requirements. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military training is determined in accordance with applicable federal and state laws.

Section 19 Conference and Convention Expenses

Employees shall be reimbursed for reasonable out-of-pocket expenses incurred while traveling on authorized College assignments or while engaged in authorized College business. Maximum reimbursement for approved conference and convention attendance expenses shall be the following:

- A. Individuals required by the President or designee to travel for College business shall be fully reimbursed for all allowable travel expenses within the fiscal guidelines established by the College.
- B. Travel cost shall not exceed second-class airfare or travel by private automobile pursuant to the travel reimbursement scale plus any applicable parking fee, whichever is less.

Section 20 Donation of Vacation Time

- A. Donation of vacation days: A bargaining unit member with a minimum of 2 years of service shall have the right to donate up to five (5) vacation days per year to a qualified member or members of CEBA, APSS, POLC and/or Meet and Confer employee groups.
- B. Eligibility to Receive Donated Vacation Days:
 - 1. Recipients must:

- a) Be a member of CEBA, APSS, POLC and/or Meet and Confer employee groups.
- b) Qualify for FMLA leave.
- c) Have exhausted all paid sick and vacation days.

C. Process:

1. Donations will only be accepted to fulfill the FMLA period (12 weeks).
2. Donated vacation days will be applied to the recipient in the order donated.
3. Donations that go beyond the FMLA period will be returned.
4. Benefits for a recipient of donated vacation days will continue per the FMLA policy. In the event an employee does not return from FMLA, repayment of benefits will be in accordance with the FMLA policy.
5. To donate time, member must complete and sign a Vacation Bank Transfer Request form. Forms are available upon request from the HR representative. The completed and signed form will be submitted to the Human Resources Department for processing.

ARTICLE 16 PAYROLL PRACTICES

Section 1 Payday

Employees are paid every two weeks on a Friday. The designated two-week pay period runs from Sunday through Saturday.

Terminated employees will not be paid in advance of the pay day on which they otherwise would receive their pay for the pay period worked.

Section 2 Annuity Program/403B/457B Program

Pursuant to each carrier's rules and regulations and in accordance with the College's policy and approved companies, employees may have their gross pay reduced by a given amount. The designated sum will be deducted from the employee's regular paychecks with his/her written authorization, and sums will be remitted bi-weekly to the company selected by the employee. The company must be approved to do business with the College.

Section 3 Payroll Deduction Services

Any payroll deduction requires your prior written authorization. The College provides optional payroll deduction opportunities for the following services; list of which may be obtained at Human Resources.

Contact the Human Resources Department for complete information about payroll deduction services.

ARTICLE 17 RESPONSIBILITIES & POLICY GUIDELINES

Section 1 Behavior Guidelines for Conduct

Grand Rapids Community College has the following expectations of College staff, including but not limited to the following:

- A. Provide a safe work environment.
- B. Promote continuous improvement.
- C. Establish consistent operating standards.
- D. Protect individual rights and well being.
- E. Protect College property.
- F. Fulfill legal responsibilities.
- G. Arrive on time and prepared to work at the beginning of the workday.
- H. Dress appropriately for the position held.

Some employee conduct does not support these objectives. There is no effective method of pre-determining the seriousness or effect of any one violation of GRCC's policies or of making an exhaustive list of all possible violations of policy.

Although some violations may be more severe than other violations, repeated violations or a combination of violations may result in termination of employment. However, the College will adhere to a fair and equitable process for terminating employees who have demonstrated an unwillingness or inability to abide by GRCC or departmental policies.

Section 2 Alcohol, Illegal Drugs and Illegal Use of Drugs

To comply with the Drug-Free Workplace Act and to protect your safety and the safety of all GRCC employees, we will enforce the following policy:

You may not possess, be under the influence of, or use any alcohol, intoxicant, or narcotic on the way to work, on the job, or on GRCC's property (including parking lots, adjacent parking lots, or surrounding buildings). In addition, the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited on GRCC property or in GRCC vehicles.

If a representative of the College has reason to believe that you are unable to perform the duties of your job in a safe and productive manner, or if in management's opinion your presence on the job creates a risk to the safety and well-being of yourself, other employees, the public or the College property, you will be immediately suspended from the workplace.

The College reserves the right to conduct drug/alcohol testing based upon reasonable suspicion, cause or where otherwise required by law. An employee who has been convicted of a criminal drug offense occurring in the workplace must notify Human Resources within five calendar days after conviction.

Section 3 Workplace Violence

Any act of violence (i.e. hitting, pushing) or any threat or statement suggesting intent to commit an act of violence is prohibited, even if the employee did not intend to cause harm or carry out the threat.

- A. Because of our commitment to provide employees with a safe work environment, you must report workplace violence to Campus Police immediately.
- B. Employees, unless required as a part of their duties for the College, will not bring firearms or other weapons onto GRCC's premises.
- C. If you are aware that another employee appears troubled or irrational, you must report your observations to your supervisor.
- D. You must notify your supervisor or other management staff of any visitor, vendor, or student on GRCC's premises who is behaving in a threatening, abusive or violent way.

Section 4 False Information and Employment

An applicant for employment with GRCC is expected to provide complete and accurate information regarding his/her background, employment history, credentials and qualifications for employment. If, following employment, GRCC learns that an employee provided false or misleading information, or omitted pertinent information regarding essential background, employment history, credentials or qualifications for employment, or in any document provided to secure employment or advance employment, GRCC may discipline the employee, change the employee's employment status, reassign the employee, or terminate the employee, regardless of the time elapsed before the discovery.

GRCC may investigate an employee's background, employment history, credentials and qualifications at any time during the employment relationship.

Section 5 Confidentiality

You may work with and may have access to information that you must keep confidential. Such information includes student data, Human Resources records and personnel matters, payroll data, financial data, and proprietary information. You will keep such information confidential. This means you will not disclose such information to co-workers who have no need to know or to persons outside the workplace.

You have a responsibility to protect the security of confidential information. This means you will keep confidential information in locked files when you are not using it, and you will protect the security of computer files that contain confidential information.

As a condition of your employment, you agree not to disclose confidential information and you will be required to sign a confidentiality agreement.

Section 6 Use of College Facilities by Employees

Athletic Facilities Rooms in the Ford Fieldhouse (main/auxiliary gym, weight room, handball/racquetball courts, fitness room) are available to employees Monday through Friday provided the rooms are not scheduled for classes.

A listing of a room's availability is posted outside each room. In addition, employees may use the swimming pool Monday through Friday from 5 a.m. to 8 a.m. and from 10 a.m. to 1 p.m. For additional information, call extension 4261 or visit the Ford Fieldhouse Web Page at:

- <http://www.grcc.cc.mi.us/campus/GenInfo/fordfh.html>.

Section 7 Ford Fieldhouse Memberships

Ford Fieldhouse memberships are available for employees at a one-time set-up cost of \$20. Family memberships are also available at a modest cost. Visit or call the Ford Fieldhouse.

Section 8 College Vehicles

Although vehicles are assigned to College departments for a specific purpose, they become available for use by other departments when not being used for their intended purpose. A request to use one of these vehicles should be made through the assigned department. Employees driving vehicles must meet the standards established by the College.

Section 9 Computers

The College desires that every employee have access to a computer to assist with carrying out his/her daily work activities. The College is committed to attempting to replace desktop systems on a four-year rotation and completes an annual needs assessment to assist with this process. Every new employee and each employee transferring to a new position at the College must complete a needs assessment to ensure that an appropriate system will be placed for him/her. Needs Assessment forms are available electronically from the Information Systems (IS) Department. You will also be required to sign an Acceptable Use Agreement.

With proper identification an employee may utilize equipment in the ATC Open Computer Lab and in the Library.

Section 10 Employee Use/Room Rentals

To procure a campus room for use, contact the appropriate facility manager for scheduling and availability. A nominal fee is charged for non-Grand Rapids Community College activities. If additional services are needed (i.e., use of media equipment or food service), include that information when scheduling the facility.

Section 11 Equipment

Some College equipment may be available for personal use by employees. An employee should contact the specific department to inquire about availability of equipment. Equipment to be used off campus must be signed out through the Purchasing Department, using the Equipment Release Form.

Section 12 Telephones

Telephones are provided so that employees can carry out the College's business. Although occasional personal phone calls are to be expected, use of the telephones should be confined to College business as much as possible. Should circumstances necessitate placing a personal long-distance call, the employee must use a personal calling card or call collect. Monthly phone usage detail is available for employee review and to reimburse the College for personal phone calls. Reimbursements are payable to Grand Rapids Community College and are to be forwarded to the Cashier's Department. The College reserves the right to monitor phone calls to determine quality of service to the people it serves.

Section 13 Voice Mail/Electronic Mail

Voice mail and electronic mail are treated like any other form of written communication. Messages are subject to the same legal restrictions and potential liabilities as those of paper documents. E-mail messages may be subpoenaed and are not subject to the same privacy rights that a written communication may have. While the College does not normally monitor or save e-mail, e-mail communications should not be considered private. Because the College owns and provides this equipment, it is considered property of the College to which there is no right of privacy. An e-mail message should be viewed as published business correspondence. The College reserves the right to access and review all computer files, including voice, online fax, and e-mail messages.

Section 14 Damage or Loss of Personal Property

If personal property of an employee is damaged or stolen as the result of an assault, vandalism or theft while the employee is acting in the line of duty on the premises of the College or while participating in an authorized activity as a representative of the College at an event away from the premises of the College, the College may make an equitable financial settlement for such loss with the employee involved if the damage is not fully covered by insurance. In such a situation, the employee shall first seek recovery from any insurance coverage available to the employee before he/she seeks an equitable financial settlement from the College. The decision of the College regarding equitable financial settlement, if any, shall be final.

Section 15 Automobile Vandalism and/or Theft

Reimbursement to an employee for validated damage to personal automobile property due to vandalism and/or theft may be made under the following circumstances:

- a) The employee is acting in the line of duty when such loss occurs, and the automobile is parked in the designated area assigned by the appropriate College administrator or designee.
- b) The employee's insurance carrier or the employee has paid the claim, except that the College will pay the first \$100 of the employee's deductible for the first occurrence in a fiscal year. If there are subsequent events, the total payment made on the second claim (or more) within the same fiscal year shall not exceed the employee's insurance deductible.
- c) The items damaged or stolen are attachments to and are regular accessories of the vehicle. Tapes, CD's, a cellular phone, and add-on audio equipment systems are not considered to be regular accessories.
- d) The automobile was secured (windows locked, doors locked).
- e) The damage was properly reported to Campus Police no more than two (2) working days after the discovery of the loss.

The employee signs the claim form stating that the damage and/or loss was, to the best of that employee's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached as well as a copy of the insurance policy showing the applicable deductible. The form may be obtained from the Financial Services Department.

Section 16 Performance Improvement Plans

If the quality of an employee's work is deemed unsatisfactory at any time other than at his/her scheduled Performance Development Discussion, the employee shall receive a written communication, Performance Improvement Plan (PIP), from the immediate supervisor. The PIP should describe the actions the employee must take to improve, with timelines for achievement of the actions and for regular meetings between the employee and supervisor throughout the duration of the plan. It will also describe the steps the immediate supervisor may take to assist the employee in improving.

At the conclusion of the improvement plan, unless employment is terminated during the improvement plan period because the employee failed to adhere to the plan, other performance issues occurred during the process, or the employee violated other rules and/or policies of the College, the immediate supervisor will provide the employee with a written summary of the employee's progress under the plan. The written summary may include a statement in which one of the following conclusions is provided:

- a. The employee has successfully completed the plan of improvement, and his/her performance is considered satisfactory.
- b. The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement.

Section 17 Promotion to Sergeant

It would be preferred that candidates have worked a minimum of three (3) years at GRCC Campus Police. Candidates must have at least five (5) years total law enforcement experience.

Section 18 School Closure

When the College is closed due to inclement weather or other unforeseen circumstances that do not require the presence of Police Department Employees, all staff scheduled to work who did not report to work shall report their regular scheduled hours using the appropriate (IE: SD for Snow Day) absence code. If you were scheduled for a full day off during the closure, the scheduled time off will be changed/reported with the appropriate absence code (IE: SD for Snow Day). If the college has a delayed start or closes early, and you were scheduled for a partial day off during the closure, the scheduled time off will be charged/reported with the appropriate leave bank code (IE: sick, vacation, personal). Employees ordered in to work during a school closure shall receive time and one half (1 ½) times their regular hourly pay for all hours worked during the closure.

ARTICLE 18 – WAGES & OTHER BENEFITS

Section 1 Salary Schedules

All Current Campus Police Officers as of November 16, 2016:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5
16-17 (+1%)	21.95	23.16	24.44	25.79	27.19
17-18 (+1.25%)	22.22	23.45	24.75	26.11	27.53
18-19 (+.5%)	22.33	23.57	24.87	26.24	27.67

2016-2019: All current officers as of November 16, 2016 will maintain the current 5-step schedule.

All new Police Officers hired after November 16, 2016:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
16-17 (+1%)	21.95	22.82	23.69	24.56	25.43	26.30	27.19
17-18 (+1.25%)	22.22	23.11	24.87	24.87	25.75	26.63	27.53
18-19 (+.5%)	22.33	23.22	24.99	24.99	25.88	26.76	27.67

2016-2019: All new officers hired after November 16, 2016 will be placed on the 7-step schedule.

Dispatchers:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
16-17 (+1%)	16.88	17.44	18.01	18.57	19.14	19.71	20.27	20.84	21.40	21.99
17-18 (+1.25%)	17.09	17.66	18.24	18.80	19.38	19.96	20.52	21.10	21.67	22.26
18-19 (+.5%)	17.18	17.75	18.33	18.89	19.48	20.06	20.62	21.21	21.78	22.37

2016/2017: Effective upon contraction ratification, dispatchers are placed on a new 10-step schedule. Eligible dispatchers will be placed at the step that is closest to but not less than their current (2015-16) step amount.

2016-2019: Eligible dispatchers will advance along the 10-step schedule.

All Bargaining Unit Members:

- A. A \$1000 stipend will be paid to all bargaining unit members in the first paycheck after the contract is ratified.
- B. For 2018-19, either party may request to re-open wages only for negotiation. (.5% schedule increase, indicated on the schedule above, and step movement are guaranteed.)

Police Sergeant:

Start - 9% differential greater than the top step on the Campus Police Officer wage schedule

Section 2 Step Movement Based on Performance

Bargaining unit members who have not reached the top step of their salary schedules shall be eligible for advancement of one step under the following conditions:

- Step advancement for eligible Police Officers will take place only on July 1st of each contract year.
- Step advancement for eligible Dispatchers will take place only on July 1st of each contract year.
- Completed learning plan
- Meets expectations in all areas of evaluation
- Chief of Police must recommend step advancement based on assessment that employee meets and/or exceeds all expectations and has demonstrated commitment to continuous professional growth and improvement within the position.
- Command staff will meet with each employee no later than February 1 of each year of the contract to provide the employee with mid-year feedback on performance. This meeting will be documented and signed by both the employee and the Chief.
- If the Chief does not complete the mid year performance review and/or the end of year evaluation, the employee shall automatically receive the

step increase as long as the employee is not on a PIP as of June 30, and has completed his/her learning plan.

Section 3. Longevity

The longevity schedule will begin at the conclusion of the employees fifth year of service. The number of years of service shall be computed once each year, as of June 30, and be payable on the first pay date in November. Employees assigned to work less than full-time shall receive longevity pro-rated to their assignment.

Longevity Schedule

Years of Service	2016/17-2018/19
5	564.46
10	846.69
15	1179.42
20	1474.26
25	1769.12

Section 4. Field Training Officer (FTO)

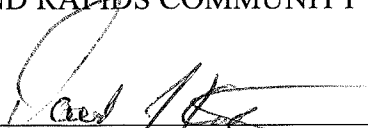
1. The FTO assignment shall be made solely at the discretion of the Chief of Police or designee.
2. The FTO assignment shall include completion of a Daily Observation Report (DOR) of each Officer being trained.
3. The FTO shall be compensated for all hours worked per the provisions of the Collective Bargaining Agreement.
4. Due to the additional duties and responsibilities incurred, each FTO shall be compensated with one (1) hour of compensatory time for each DOR completed and submitted.

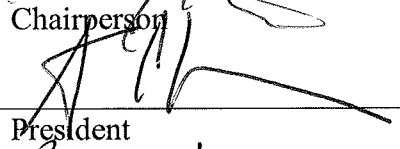
Article 19 Duration


This Agreement shall be for a period of three (3) years beginning July 1, 2016 and terminating, inclusive, June 30, 2019. Renegotiation of this Agreement for subsequent years shall be commenced by giving written notice on or before March 30, 2016. In then event no such notice is given at that time, this Agreement shall be extended for successive one-year periods. Unless otherwise stated, all provisions of the Agreement shall be effective.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed their behalf of their duly authorized representatives as of:


THE BOARD OF TRUSTEES
GRAND RAPIDS COMMUNITY COLLEGE


By  _____
Chairperson


By  _____
President

By  _____
Chief Negotiator

CAMPUS POLICE – POLICE
OFFICERS LABOR COUNCIL

By  _____
Labor Representative

By  _____
Team Member

By  _____
Team Member