

***MASTER AGREEMENT***

***Between***

***JACKSON COLLEGE EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION/JCEA/MEA/NEA***

***and***

***JACKSON COLLEGE BOARD OF  
TRUSTEES***

***July 9, 2018 – June 30, 2021***

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## ARTICLE I: AGREEMENT

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This Agreement entered into this July 9, 2018, by and between the Board of Trustees of Jackson College (hereafter called the Board or Employer) and the Jackson College - Educational Support Personnel Association (JC-ESP), JCEA/MEA/NEA, (hereinafter called the Association) for the Master Agreement in effect July 9, 2018 through June 30, 2021.

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## ARTICLE II: RECOGNITION

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The Jackson College hereby recognizes the Jackson College Educational Support Personnel Association (JC-ESP), JCEA, MEA/NEA, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455 (1) et seq., (PERA), for all full time and regular part time classified and technical personnel; excluding the secretaries to the President, Vice Presidents, VP of Administration and Human Resources, supervisors, and all other employees, (MERC Case No. R84C-116). Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- A. Full-Time Employees. A bargaining unit member hired to work for a minimum of thirty (30) hours per week and for a minimum of twelve (12) consecutive weeks.
- B. Part-Time Employees. A bargaining unit member hired to work for twenty nine (29) hours or less per week
- C. Probationary Employees. A bargaining unit member who is employed to fill a full- or part-time position shall, for a period of six months, be a probationary employee. With notification and supplied reason to the Association, the probationary period can be extended for up to six months by recommendation from the administrator to the President or designee. In case of extension, the employee will be provided with a performance improvement plan specifying the areas that need improvement.

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

- D. Temporary Employees. Temporary employees are employed to temporarily replace bargaining unit members on paid or unpaid leaves of absence or employed for brief period of time to supplement existing staff.
  - 1. Definition of Temporary Employee. Temporary employees may be assigned duties on a full- or part-time basis but are not full- or part-time employees as defined in Article II, A & B of this Agreement.
  - 2. Eligibility for Benefits. Temporary full-time employees are not eligible for medical insurance and pro-rated vacation leave for the first one hundred twenty (120) calendar days of employment. Temporary employees working thirty (30) hours a week or more become eligible for medical insurance and pro-rated vacation leave on the 121st calendar day of employment. A temporary employee will only be utilized one hundred and twenty (120) calendar days in any one department not to exceed (180) calendar days each college fiscal year.
  - 3. Temporary Assignments. Current part-time employees may be temporarily assigned additional hours. Should this assignment result in the employee working thirty (30) hours per week or more for longer than ninety (90) calendar days, the employee will be eligible for health insurance and prorated vacation on the 91st day of the assignment. At the end of the temporary assignment the employee will return to his/her regular schedule and

will no longer be eligible for medical insurance and pro-rated vacation leave. The Association will be notified of all internships.

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### **ARTICLE III: MANAGEMENT RIGHTS**

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

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### **ARTICLE IV: PURPOSE**

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

- E. The Administration and the Association recognize the principals involved in the area of civil rights, fair employment practices and affirmative action, and reaffirm their commitment not to discriminate on the basis of race, color, religion, national origin or ancestry, age, gender, marital status, height, weight, sexual orientation or handicap and any other category protected by state and federal law.

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## **ARTICLE V: ASSOCIATION AND MEMBER RIGHTS**

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- A. Association Membership. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board of Trustees hereby agrees that every eligible employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of the United States; that it will not discriminate against any employee with respect to any term or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. In accordance with PA 347 of 2012, neither the Association nor the College shall coerce, threaten, or otherwise pressure any employee to join or not join, the Association.

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

- B. Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under the Michigan General School Laws or other laws and regulations as they apply to the community college. The rights granted to employees in this Agreement are in addition to those provided elsewhere.
- C. Use of Facilities.
1. To the extent that the same is required by Law and common courtesy, the College shall permit the Association and its representatives to use the facilities of the College upon timely request by the Association. Facilities shall mean buildings, equipment, supplies, or any other tangible or intangible property owned by the College. The utilization of such facilities shall be in the discretion of the College and the denial of any request, for the utilization of any such facilities, shall not be cause for any grievance hereunder, it being understood that the use of such facilities, upon request, shall not be unreasonably withheld.
  2. It is further understood that the Association shall reimburse the College for any loss or damage, other than reasonable wear and tear, when any such facilities are utilized pursuant to the above paragraph and shall hold the College harmless from any claim for damage or liability in connection therewith.
  3. The College agrees to make available a secure room in one of the college buildings suitable for use as an Association office, and duly authorized representatives of the Association shall be permitted to transact official Association business on college property, but this shall not interfere with nor interrupt college operations. The Association agrees to pay the cost of installing and maintaining private telephone service.
- D. Official Association Business. Duly authorized representatives of the Association (officers of the local Association and the area representative) shall be permitted to transact official Association business on College property, provided they shall have first notified their supervisor. Such official business shall not interfere with nor interrupt College operations.
- E. Association Communication. Bulletin boards and other established media of communication including electronic media shall be made available to the Association for official business. This shall not require the construction nor placement of additional bulletin boards. This right shall not be used as a means of personal attack on the members of the Board of Trustees or members of the staff.

- F. Information Requests. The Administration shall furnish to the President of the Association, or his/her designee, information relevant to collective bargaining or to the processing of a grievance. Excluded from this provision are notes taken in relation to investigations.
- G. Non-Discrimination. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, national origin, age, gender, marital status, sexual orientation or political affiliation and any other legally protected category.
- H. The College will not aid or assist in the organization of a competing labor organization.
- I. Association Leave. The College shall grant the Association 70 hours of paid leave of absence each year for the use of its representatives to conduct Jackson College Association business or to participate in governance, training or related activities of the Association that relate to Jackson College. In addition, the Association President shall receive thirty (30) hours of paid leave of absence each year to conduct Jackson College Association business. The College will be notified at least two (2) business days in advance of the use of any such day or days unless otherwise agreed upon by the college. Notification shall be through the President of the Association to the employee's supervisor, who will be responsible for notifying Human Resources. The Association agrees that such days shall not be used in connection with job action activities of other associations.
- J. Private Life. Except as qualified herein, the private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board. For example, this section is modified by the Harassment section below in K.
- K. Harassment. Association members have the right to perform their work free from illegal discrimination and harassment, assaults, batteries and other extreme conduct from students, other employees or members of the general public on the property of the College. Any incidents shall be reported to the employee's immediate supervisor or Human Resources, as soon as possible. The College agrees to investigate complaints and take appropriate action to prevent reoccurrence.
- L. Rules and Regulations. The Administration reserves the right to make and communicate rules, regulations and directions as it deems appropriate in keeping with the fulfillment of its charter and purpose. Bargaining unit members shall comply with these rules, regulations and directions. Any employee or group of employees adversely affected by such rules, regulations and directions, may challenge same through the grievance procedure. No employee shall be required to comply with any rule, regulation or direction which places the employee in imminent danger to his/her well-being.

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## **ARTICLE VI: GRIEVANCE PROCEDURE**

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- A. Purpose. The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept informal and confidential at each level of this procedure.
- B. Definition. A "grievance" is a claim by an employee or a group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of any a specific article or section provision of this Agreement or any rule, order, policy, or regulation of the Employer which affects a major term or condition of employment.
- C. General.
  - 1. A grievant(s) failing to meet the timeline as set forth herein shall forfeit the right to further processing of the said grievance, and therefore management's last answer shall constitute the final disposition of said grievance.



2. A supervisor or the Administration failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's or the Administration's time for answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustments.
4. Either party may involve their representation at any and all levels of the grievance proceedings. In order to accommodate scheduling issues for meetings set forth in the grievance procedures, the timeline for processing the grievance may be reasonably extended upon mutual consent from all parties.
5. A grievance may be withdrawn at any level without establishing a precedent. However, if in the judgment of the Association the grievance affects the welfare of the bargaining unit member, the grievance may be continued to be processed as a grievance of the Association. A grievance, continued by the Association, may only be moved to mediation when a bargaining unit member is a joint party to the grievance.
6. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties. Excluded from this provision are investigatory notes.
8. When a grievance is granted, all documents, communications and records relating to said grievance shall not be filed with the personnel files of the participant(s).
9. The grievant(s) and the grievant's Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings which shall be scheduled during the normal working day.
10. The decision of the College in a case shall not require a retroactive wage adjustment in another case.

D. Procedure.

1. Level One (Informal). The grievant and/or the grievant's Association Representative will discuss or attempt to discuss the complaint with the immediate supervisor within five (5) working days from the time the alleged violation of the contract occurred or the Association should have reasonably known it occurred.
2. Level Two (HR Administration and Association).
  - a. If the Level One discussion is not satisfactory, the complaint shall be reduced to writing on the Grievance Report Form (Appendix D) and shall be presented to the Administration and the Association grievance chair within ten (10) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.
  - b. A meeting will be held within five (5) working days of receipt, by the HR department, of the written grievance. Meeting participants to include:
    - Immediate Supervisor
    - A second administrative representative appointed by the Human Resource Department
    - The grievant(s)
    - The grievant's Association Representative

In the event the MEA Uniserv Director is present, the VP of Human Resources or designee will be present.

- c. The Administrator, appointed by the Human Resources Department, shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

3. Level Three (Human Resources).

- a. If the Level Two decision is not satisfactory, specific reasons for the unacceptability shall be expressed in writing and presented to the VP of Human Resources or designee within five (5) working days of receipt of the Step Two answer.
- b. The VP of Human Resources or designee shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of receipt of the grievance.
- c. VP of Human Resources or designee shall render a written decision to the grievant(s) and the Association within five (5) working days of the Level Three meeting.

4. Level Four – Mediation.

- a. Any dispute not resolved under the Grievance Procedure as set forth in this agreement may be alternatively resolved under the following terms and conditions. The Association or the Administration has ten (10) working days from the date of the Level 3 or Level 4 determination to refer a matter to mediation. The parties agree to maintain a panel of three (3) mediators. Said Mediators shall, by qualification, be members on the panels of the Michigan Employment Relations Panel of Arbitrators, the American Arbitration Association, the Federal Mediation Panel of Arbitrators, or the Society of Professionals in Dispute Resolution Arbitrators.
- b. When it is necessary to add a mediator to the panel the names of such parties shall then be drawn from lots and once drawn shall not be utilized for dispute resolution until the remaining two members have been utilized, except by mutual agreement of the parties. The Mediator shall then hear any and all evidence offered by either party to the dispute in a hearing conducted in accordance with the rules of expedited arbitration as published by the American Arbitration Association. The Mediator shall then make a recommendation or recommendations, as the case may be, to the parties for the resolution of the dispute. The Mediator's recommendation must be made within the confines of the Collective Bargaining Agreement, however, the Mediator shall have the authority to recommend resolutions beyond the exact terms of the Agreement, as alternative resolutions, and under such terms and conditions as the Mediator shall deem to be in pursuance of the spirit and intent of the Collective Bargaining Agreement and in pursuance of good industrial relations.
- c. The parties shall have five (5) working days from the receipt of the Mediator's recommendation or recommendations to accept or reject the same, or to accept in part the same, and the parties shall then meet in an effort to resolve the dispute. If such recommendations resolve the matter, the matter shall then be deemed resolved, however, at all times any resolution achieved in this manner shall:
  - 1) Not set any precedent with respect to the interpretation of the Agreement or other precedent whatsoever unless mutually agreed between parties,
  - 2) Such resolution shall not be utilized or alluded to in any way, form, or manner in any subsequent hearings, nor shall the same be utilized to resolve any other pending matters or future matters, except as the same set forth a consistent interpretation of the Collective Bargaining Agreement

- 3) If the recommendation does not resolve the issues, then either party shall have the right to take such action as they deem appropriate in any manner authorized by law, including but not limited to, charges filed with the Michigan Employment Relations Commission, charges filed with any of the Courts of this State, or Courts of this Nation, or any other such forums having jurisdiction over the parties hereto.
- 4) Costs of the mediator service, if any, shall be shared equally by the parties.

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## **ARTICLE VII: CONTINUITY OF OPERATIONS**

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

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## **ARTICLE VIII: SUB-CONTRACTING/PRIVATIZATION**

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- A. Sub-Contracting. For purposes of this agreement the term sub-contracting is used to refer to the short-term, intermittent or temporary use of staffing sources outside the bargaining unit.
  1. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this Agreement, without the prior written agreement of the Association.
  2. The College agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
  3. The College will not sub contract work unless:
    - a. Association members do not possess the skills to perform the work as reasonably specified.
    - b. The manpower, equipment and capacity of the College to perform the work, as reasonably specified, with Association members is not available.
    - c. The work involves a visiting or performing group which, by contract, requires the use of other unionized employees or employees of the group.
    - d. The work involves physical plant activities at any of the extension center campuses (e.g. Lenawee, Hillsdale, Flight Centers, and North Campus).

4. The parties mutually recognize the College's right to introduce new technology and techniques into the workplace. Any displacement or layoff of personnel caused by same shall be handled pursuant to the layoff and recall provisions of this agreement.

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

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

1. Association will be notified not less than one hundred twenty (120) calendar days prior to the effective date of the decision.
2. A joint Administration/Association team will be formed to consider all aspects of a possible recommendation to privatize. The team will:
  - a. Review all available data and information that prompted consideration of privatization (e.g., bids from outside vendors).
  - b. Collect additional data/information as needed.
  - c. Study alternatives to privatization such as reorganization, phasing down of staffing levels or other restructuring of the effected department/division.
  - d. Provide a recommendation to the President 14 days prior to the effective date of the decision.
3. The team will be composed of five (5) members.
  - a. The Administration will appoint one (1) administrator to the team. The administrator or designee would represent the area selected/considered for the privatization.
  - b. The Association will appoint one (1) team member.
  - c. The Classified/Technician staff in the affected area will select one (1) team member from their work group.
  - d. Two (2) other team members will be selected. These additional members will be selected from employees of JC. The Association and the Administration will each submit a list of five (5) people. The Association representative and the Administration representative will select two (2) people from the ten (10) submitted. Should agreement fail to be reached then each party selects one (1) representative.
  - e. The team will have an impartial third party act as facilitator. The facilitator will not have a vote. A list of three (3) names will be submitted by the Association and Administration to the team. The team will attempt to select one of the three (3) by majority vote. Should the team fail to reach consensus on the selection the Association will select one of the three (3). The expenses of the facilitator will be paid in full by the Association.
4. The team will use the tools and methods of the continuous improvement process utilized at the College. Appropriate training will be provided, as needed.
5. The team will make their final recommendation to the College President not less than fourteen (14) calendar days prior to the effective date of the decision date in B.1., above.

6. The President's final decision shall be binding on all parties and not subject to grievance.
7. Any action pursuant to the above process that effects the continued employment or working conditions of any bargaining unit member shall be subject to the provisions of this agreement. Efforts will be made to reconfigure staffing assignments so as to preclude layoff of any bargaining unit member.
8. Any waivers to this agreement proposed through the above process shall require a written agreement by the Association and the College.
9. No work group will be subject to the above process more than once in any twenty-four (24) month period.
10. If work is subcontracted to an outside contractor on a long-term basis using this process, a joint College and Association team will be established to review whether a savings or the goals of the privatization or subcontracting were realized from the subcontracting or privatization of bargaining unit work. The team will meet fifteen months after the decision to subcontract or privatize was made. Determination of savings will be made by comparing like data.

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## **ARTICLE IX: MAINTENANCE OF MEMBERSHIP AND PAYROLL DEDUCTIONS**

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- A. Bargaining unit members may, at any time, sign and deliver to the Payroll Office and the Treasurer of the Association, an assignment authorizing deduction of continuing membership for professional dues. The bargaining unit member may resign membership in the Association by providing a written resignation to the Association President with a copy to the Human Resources Office, to terminate payroll deduction of dues, if applicable.
- B. Payroll Deductions.
  1. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Pursuant to such authorization, the Employer shall deduct one-twenty sixth (1/26) of such dues, assessments and contributions from the regular salary check of the bargaining unit member. The college will comply with PA 53 if and when it becomes evident that the Act applies to the college.
  2. Payroll deductions are also authorized for United Way, U.S. Government Saving Bonds, Group Insurance Premiums, Insurance Premiums, and any other deductions which may be mutually agreed upon. Electronic payroll deposits are made to most banks and credit unions. Wage deductions are authorized for tax-sheltered annuities.

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## **ARTICLE X: NEGOTIATIONS PROCEDURE**

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- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its duration as set forth herein. It is likewise contemplated that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.
- B. Representatives of the College and the Association's bargaining committee will meet at reasonable times for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure and the party requesting the meeting shall inform the other of agenda items. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the College and the Association provided that the respective

bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified Articles.

- C. Negotiations between the parties on a successor Agreement shall begin in a timely fashion after notice of intent to bargain and pursuant to statute. When negotiations are conducted during regular work hours, release time shall be provided for the Association's negotiating committee.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be two (2) signed original copies of any final agreement. One copy shall be retained by the College and one by the Association. Copies of this Agreement shall be sent electronically to each bargaining unit employee within thirty (30) days after the Agreement is signed and presented electronically to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association fifteen (15) copies of the Agreement.
- F. Severability. If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Zipper Clause. The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may have not been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- H. Modification to Agreement. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Association. It is further understood and agreed that this contract constitutes the sole and complete Agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

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## ARTICLE XI: LEAVES OF ABSENCE

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Unless specified all provisions of this Article apply only to bargaining unit members holding full-time positions.

A. Vacation.

- 1. Full-Time Employees. Full-time employees with less than four years of continuous full-time service shall earn 1.54 hours vacation leave each week (80 hours per year). Employees with four (4) years of continuous full-time service shall earn 2.31 hours vacation leave each week (120 hours per year). Employees with eight (8) or more year's continuous full-time service shall earn 3.08 hours of vacation each week (160 hours per year). Vacation leave will be accrued and posted on pay dates.

The anniversary date of hire will be utilized to determine the amount of leave accrual.

Note: when a part-time employee is hired as a full-time employee, the effective date of full-time employment is used to determine the amount of vacation accrual earned.

2. Vacation leave shall not be granted in excess of vacation accrual earned without advance administrative approval. Additional days without pay may be taken with advance approval from the VP of Administration and Human Resources or designee.
3. Vacation shall be scheduled with particular regard to seniority of employees in the immediate work area, in accordance with operating requirements and, insofar as possible, according to the desires of the employees.
4. The administrative supervisor shall be the final authority for approval of all vacation schedules.
5. Vacation accrual shall not be earned during disability absences of more than thirty (30) calendar days.
6. Bargaining unit members may carry a maximum of forty (40) hours of vacation forward from one year to the next on June 30 of each year. Vacation hours carried forward by a bargaining unit member from one year to the next must be utilized by August 31<sup>st</sup>. Any vacation hours carried over by a bargaining unit member, which have not been utilized by a bargaining unit member by August 31<sup>st</sup>, shall be forfeited. Additionally, a bargaining unit member may convert, annually on June 30<sup>th</sup>, a maximum of eighty (80) unused vacation hours to PTO hours (to the extent the bargaining unit member's vacation hours exceed 40 hours). These PTO hours shall be "carry-over PTO" and may be carried over from one year to the next. All carry-over PTO must be used by December 31<sup>st</sup>. Any carry-over PTO not utilized by December 31<sup>st</sup> shall be forfeited.
7. Use of carry-over PTO hours shall require advanced approval of the bargaining unit member's administrative supervisor and must be scheduled in advance. Use of carry-over PTO shall be scheduled by the administrative supervisor with particular regard to seniority of employees in the immediate work area, in accordance with operating requirements and insofar as possible, according to the desires of the employees. Approval of a bargaining unit member's request to utilize carry-over PTO shall not be unreasonably withheld by the administrative supervisor.

B. Paid Time Off. Employees shall earn paid time off (PTO) as follows:

1. Each full-time bargaining unit member shall receive sixty-four (64) hours of PTO each year credited to their leave balance on July 1<sup>st</sup>. Any PTO hours that are not used by the employee prior to June 30<sup>th</sup> of each year shall be forfeited. PTO hours shall not accumulate.
2. PTO hours used for reasons other than illness or emergency must be approved by the bargaining unit member's administrative supervisor and must be scheduled at least forty-eight (48) hours in advance. The employer may require proof of illness after three (3) consecutive unscheduled days. The employer may require the employee to take a medical evaluation by the employer-designated physician at no cost to the employee. Fraudulent application for a leave or improper use of a leave will result in discipline up to and including dismissal.
3. Bargaining unit members on probationary status shall earn PTO hours pursuant to Article XI B 1 above, but shall not be entitled to utilize PTO hours for reasons other than illness prior to the expiration of their probationary period.

C. Sick Leave. Full-time bargaining unit members who, prior to July 1, 2018, have accumulated hours of sick leave may utilize accumulated sick leave after they have exhausted all of their PTO. Accumulated sick leave may be used for absences due to illness or injury of the employee, including disability due to pregnancy or termination of pregnancy, and for absences because of illness or disabling accident of the employee's immediate family (spouse, parents, children, siblings, grandparents and domestic partner). When temporary disabilities require the employee

to miss work for three (3) or more consecutive scheduled work shifts (due to illness, accident, pregnancy, etc.) a statement from a Physician or Physician's Assistant will be required. The statement will include the beginning date of the disability and the date the Physician or Physician's Assistant expects to release the employee to return to work. Prior to returning to work, the employee must provide a statement from the Physician or Physician's Assistant releasing the employee to return to work. The statement shall be in the form as displayed in Appendix E or similar form provided by the physician's office.

D. Short-Term Disability – Up To Ninety (90) Calendar Days.

1. During the first ninety (90) calendar days of a disability the employee must utilize all PTO and accumulated sick leave available to the employee. After the employee has exhausted all PTO and accumulated sick leave, the employee shall be paid at a rate of 66.67% of his/her normal rate of pay (up to the limits provided for under the College's long-term disability insurance program). No short-term disability benefits will be paid to employees until such time as all available PTO and accumulated sick leave has been exhausted.
2. When holiday(s) occur during the employee's first ninety (90) calendar days of a disability, the holiday will be counted in the calendar calculation. If the employee is utilizing PTO or sick leave during a week that a holiday occurs the employee will not be charged leave day(s) for the holiday(s).
3. If an employee has been on short-term disability for seventy (70) calendar days, the application for long-term disability (LTD) will be sent and/or mailed to the employee.
4. Total or permanent disability beyond ninety (90) calendar days will come under the provisions of the long-term disability insurance program set forth elsewhere in this Agreement.

E. Required Examination. The College reserves the right to confirm the employees' (both part and full-time) long or repeated care with the physician and to request that the employee undergo a physical examination directly related to the employee's specific condition by a second physician, at College expense. The College will select five physicians and the employee will schedule an appointment within five (5) calendar days with the physician of their choice from the list of five. The list of physicians will include physicians of both genders.

F. Flex Time. Pending adequate coverage within the department and supervisory approval, an employee may flex his/her schedule within the work week in order to accommodate medical, dental, family appointments and/or family needs that cannot be made before or after working hours. Such requests for schedule flexing shall be submitted to the supervisor at least forty-eight (48) hours in advance of the schedule change unless mutually agreed upon. An employee will be allowed to make up his/her time and work at the beginning and/or end of his/her shift and during lunch break, if necessary. Flex time may be requested in the event of unforeseen and unpreventable circumstances. Reasonable requests for flex time will not be denied. Any denials of flex time requests will be provided in writing with an explanation.

G. Long-Term Disability Leave.

1. Compensation. See article XXIV, A, 13
2. Seniority. Seniority shall not accrue for long-term disability leaves beyond twelve months.
3. Benefits while on LTD.
  - a. Vacation and sick leave shall not be earned during long-term disability leaves of more than thirty (30) calendar days.



b. Health Insurance

- 1) The college will continue health insurance coverage for the disabled employee and/or his/her family for no more than two years following the disabling event.
  - 2) The dollar amount contributed by the college for insurance coverage will be the same amount contributed for active employees.
  - 3) The health insurance program options provided to employees on LTD will be the same as provided to active employees.
  - 4) If the employee's spouse and/or dependents are eligible or become eligible during the two year period for insurance benefits from another source, they must accept that coverage immediately and notify the college of this eligibility.
  - 5) At the end of the two-year period the employee will have the option of continuing his/her health insurance by paying the premiums in accordance with COBRA legislation.
4. During the first six months the employer may fill the position with temporary personnel, contracted personnel or in any other fashion. If the leave is longer than six months the employer may post and fill the vacancy.
5. Return Rights from a Disability Leave.
- a. Six (6) months or less. The employee shall be returned to the employee's previous position, if the position still exists.
  - b. Leaves six (6) months to two (2) years. When the duration of leave is longer than six (6) months but less than two (2) year the employee will be returned to the first available vacancy for which he/she is qualified. The employee must provide medical documentation of their fitness to return to work. The "first available vacancy status" will be limited to not more than 365 days beyond the date of the declaration of intent to return to work.
  - c. Beyond (2) years. If the employee's disability leave is for two years or more the employment relationship is terminated. If at a later time the employee's status changes and he/she is able to return to work he/she must reapply for college employment as an external candidate.

H. Worker's Compensation Leave (Both Full and Part-Time Employees).

1. All incidents of occupational injury and/or illness will be reported, within twenty-four (24) hours of occurrence or within twenty-four (24) hours of the employee becoming aware of the injury/illness, on a college incident form to the Human Resources Department.
2. In non-emergency situations the employee will be examined and treated by the physician designated by the College.
3. During the first twelve (12) months the employer may fill the position with temporary personnel. If the leave is longer than twelve (12) months the employer may post and fill the vacancy.
4. The terms and conditions of a worker's compensation leave will be governed by the Michigan Worker's Compensation Act.

I. Bereavement Leave. The College will grant full-time bargaining unit members up to twenty-four (24) hours per year off with pay for bereavement(s). An employee may be required to submit documentation. If bereavement

leave has been exhausted bargaining unit members may utilize up to two (2) consecutive days of vacation, PTO, or sick leave for bereavement. With the approval of the VP of Administration and Human Resources additional leave may be utilized.

- J. Non-payment of Accumulated Leaves. At termination of employment and/or retirement no compensation (payoff) will be provided for unused PTO, bereavement or sick leave. The college will pay out accrued vacation time upon termination of employment.
- K. Special Leave.
1. In addition to leaves authorized above, an employee may request to be absent without pay for personal reasons by giving notice to the supervisor, and the Human Resources Office, at least a week in advance of the leave. A form for this purpose is available in the Human Resources Office. Final authority for approval and length of special leave shall rest with the VP of Administration and Human Resources or designee upon recommendation of the administrative supervisor.
  2. Seniority shall not accrue for unpaid leaves beyond six months. Vacation and Sick Leave shall not be earned during unpaid leaves of more than thirty (30) calendar days.
  3. During the first six months of an unpaid leave the employer retains the right to fill the position with temporary personnel, contracted personnel or in any other fashion. If the leave is approved for longer than six months or is extended beyond six months by request, the employer may post and fill the vacancy.
  4. Return from an unpaid leave shall be to the employee's previous position if the leave is six (6) months or less. If the duration of an unpaid leave is longer than six (6) months, the employee must declare the intent to return to work not later than 365 days after the first date of the initial leave. Following the declaration of intent, the employee will be returned to the first available vacancy for which he/she is qualified, but the "first available vacancy status" will be limited to not more than 365 days beyond the date of the declaration of intent to return to work.
- L. Jury Duty or Trial Witness.
1. Full-time employees will be allowed time off, with pay, for days spent in jury service or when subpoenaed as a witness.
  2. Part-time employees will be allowed time off, with pay, for days spent in jury service or when subpoenaed as a witness provided the day is a regular work day. The employee will be paid only for the hours they were scheduled to work and their weekly hours shall not exceed their normal work week. Compensation, other than expenses for jury duty, shall be remitted within one week of receipt by the employee to the general fund of the College through the Director of Finance in the Business Office.
  3. Employees who are excused from jury duty for one-half (1/2) day or more shall report to the College for regularly assigned duties. Compensation, other than expenses for jury duty shall be remitted to the General Fund of the College Director of Finance in the Business Office.
  4. An employee shall notify the supervisor and the Human Resources Office at the time he/she receives notice to appear for examination for jury duty and when he/she receives a summons for service on the jury.
- M. Military Leave. Any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to Military Leave without pay. College service will be recorded during these periods. These benefits can only be maintained if the employee reports back within three (3) months after date of discharge.

N. Family Medical Leave.

1. Under specified circumstances related to family health and childbirth up to twelve weeks of unpaid leave per year will be granted in accordance with the Family and Medical Leave Act of 1993. Additional unpaid leave may be requested in accordance with Article XI, K.
2. Vacation and sick leave shall not be earned during the unpaid leave.
3. Following an FMLA leave the employee will be reinstated to the same or an equivalent position.
4. In the event the employee is on a worker's compensation leave, these leaves will run concurrent.

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

P. Fitness for Duty Examinations. At the request of the VP of Administration and Human Resources or designee, any employee shall receive a physical examination by a physician, covering any condition, which interferes seriously with the employee's performance of duties. The College will select five (5) physicians and the employee will schedule an appointment with the physician of his/her choice from the list of five (5) within five (5) working days of being directed to do so. The cost of such an examination shall be paid by the College.

Q. Medical Dispute. In the event of a dispute involving an employee's physical ability to perform his/her job at the College, when the employee is not satisfied with the determination of the physician selected in accordance with Section D or P of this Article, the employee may select a second physician from the list provided by the College and obtain another examination. This physician shall provide a report to the employer and the employee and the parties agree that his/her decision will determine the employee's ability to work. The College and the employee will equally share the cost of this examination.

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## ARTICLE XII: WORK DAY - WORK WEEK

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A. Work Week. The work week for bargaining unit members shall be defined as Saturday through Friday. The normal work schedule of full-time bargaining unit members shall not exceed forty (40) hours per week, but may vary in days or times according to institutional needs as determined by the administrative supervisor.

1. Employees working an alternative schedule that requires them to be at work more than eight (8) hours in a day, shall be entitled to take adjusted time for any hours over eight hours (8) hours during the current work week. Any employee scheduled to work on a Saturday shall be entitled to adjust their current work week so that they are only working a five (5) day week when reasonably possible. The employee will work with their supervisor to develop options to use the adjusted time. The supervisor will not unreasonably deny a request for adjustment.
2. Employees who work on Saturday shall be guaranteed at least three (3) paid hours. The employee can be scheduled for less than three (3) hours and waive this provision only with the employee's consent.

B. Work Day. Full-time bargaining unit members shall generally be scheduled to work an eight (8) hour day exclusive of a sixty (60) minute meal break.

1. Split Shifts. Employees required to work split shift schedules shall be considered to be on meal break during the non-work hours. See split shift provisions in Section I of this article.
2. Call-In Non-Housing. The minimum call-in for emergency situations shall be two (2) hours for pay purposes.
3. Call-In (Housing Coordinators). The minimum "call-in" for Campus Housing emergency situations shall be one (1) hour for pay purposes.
4. Working Off-Site. When authorized in writing by their administrative supervisor and the VP of Administration and Human Resources or designee, bargaining unit members may occasionally perform work remotely. In emergency situations authorization may be granted verbally with written authorization furnished retroactively.

C. Meal/Relief Breaks.

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

D. On-Call Status.

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

E. Use of Temporary Employees. Temporary Employees may be used to perform bargaining unit work during absences by regular bargaining unit members.

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

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

- a. Employees on vacation or taking compensatory time will not be recorded as having taken the time as originally planned.
- b. Employees deciding on their own not to come to work will be given the following alternatives for the absence:
  - 1) Use vacation, personal or compensatory time if any time remains.
  - 2) Take time off without pay.
- 2. Bargaining unit members required to report to work or stay at work, due to emergencies such as snow removal, heating system repair, etc., when other bargaining unit members are not scheduled to work, shall be compensated at one and one-half (1 1/2) times their regular rate of pay for hours worked. (Example, Employee A from grounds is called in to plow snow for 4 hours on a day when the college is closed. Employee would be paid for 4 hours at 1.5x his regular rate and another 4 hours at his regular rate).
- 3. The College may close main campus and/or extension centers separately. Employees who are moved to an alternate location will be paid mileage pursuant to the current established travel/mileage policy.
- 4. All full and part time employees scheduled to work on a day the College is closed who are not required to report to work by their Administrative Supervisor, unless specified above (see #1 above), shall be paid for the hours they were scheduled to work at their regular hourly rate.
- G. Flex Schedules for Classes. Reasonable time may be allowed for employees to take courses or training activities provided a full work week schedule can be maintained. Supervisory approval is required for the activities and for flex time work schedules.
- H. Work Schedule. Employees will be provided with an established work schedule. Employees will be given a minimum of 14 calendar days' notice prior to any change in the established work schedule (i.e., change from first to second shift). Work schedules are subject to change by action of the college. An administrative supervisor may adjust (i.e., change in weather conditions for grounds workers, special events, shortage of workers in the department) occasionally to meet the needs of the department, but all employees will have a "regular" schedule of hours to perform their duties. Generally, flexibility of scheduling to meet the needs of the employee and the administrative supervisor should take place. All overtime shall be governed by the overtime provision of this agreement. Nothing in this Agreement shall act as or provide a guarantee of work be it hours, days or weeks.
- I. Split Shifts. Employees required to work split shifts shall have a minimum of three (3) hours between shifts unless the requirement is waived by the employee(s). Employees required to work a split shift shall be paid a premium for hours worked on the second shift of \$0.50 per hour.
- J. Paid Time Off – Part-Time Employees. Part-time shall earn one (1) hour of paid time off (PTO) for each forty hours worked. PTO may be utilized for sick, personal, bereavement and/or vacation. Except in emergencies use of PTO shall be scheduled in advance and is subject to supervisor approval. PTO leave will be posted on pay dates.

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### **ARTICLE XIII: WORKING CONDITIONS**

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- A. Life-Threatening Situations. Bargaining unit members shall not be required to work under life threatening situations or situations threatening to the life of others.
- B. Designation of Supervisor. A bargaining unit member shall be responsible to one principal supervisor as stated in the position description. This does not mean that a bargaining unit member cannot take direction from any other administrator or their assigned team leader.

C. Safety Equipment.

1. The College shall provide adequate safety equipment, including first aid kits, where appropriate. Employees whose work require them to be in contact with heavy oils, grease and/or corrosive substances and those employees required to work out of doors, shall be provided protective clothing appropriate to their work situation. The College shall be responsible for the maintenance of such protective clothing, such as Parkas, coveralls, painter's smocks or aprons, or lab coats.
2. Specialized clothing is college property and must be returned upon termination of employment.

D. Use of Personal Vehicles. Bargaining unit members who use their personal vehicle in the course of the discharge of their normal duties will be compensated by the College. The College rate will be established by January 1<sup>st</sup> of each year and will align with the adopted IRS rate for that year. The College Travel and Mileage policy will be used to administer this reimbursement.

E. Uniforms for Facility Employees.

1. The College shall provide to all its actively working employees, at no cost to the employee, uniforms and safety equipment required by the college. Uniforms will be issued to a new Employee as soon as possible following the start of employment.
2. The College will pay up to \$200 for the cost of safety shoes per two (2) fiscal years for actively working employees. This specifically excludes employees on medical leaves, unpaid medical leaves, and worker's comp. The Employee may use a designated vendor and present the sales receipt for reimbursement. Employees incurring the expense of sales tax will not be reimbursed. Safety shoes must meet the minimum safety requirements set by OSHA.
3. For the term of this Agreement the College will purchase for the employee five (5) sets of uniforms with a turnover of uniforms each eighteen (18) months thereafter.
4. The College will repair and/or replace uniforms that suffer damage or loss on a work-connected basis which loss is verified by supervision on the date of loss.
5. Employees will be responsible for maintaining their uniforms and will be paid twice a year a uniform maintenance stipend in the amount of \$75.00 each six (6) months (April and October). Pro-rated if less than 6 months of work.
6. Wearing of the uniform is mandatory. Upon turnover of uniforms, the employee will be permitted to retain the used uniforms as his/her own property, but must remove the college tags from the uniforms upon turnover.
7. The College will provide one (1) clothing allowance (excluding footwear) for each employee, with a maximum dollar value of one hundred forty (\$140) dollars per two (2) fiscal years starting with period July 1, 2013 through June 30, 2015. Such clothing may be replaced once every fiscal year at the employee's option. It is understood that the Employee shall use a designated vendor and present the sales receipt for reimbursement.
8. The Employee will be required to return the uniform upon exit from employment.

F. Uniforms for Front Line Student Services Employees.

1. If required, the College shall provide an allowance of up to \$150 per year to cover the purchase of branded uniform shirts for its actively working employees. Uniform shirts will be issued to new employees as soon as possible following the start of employment. This specifically excludes employees on medical leaves, unpaid medical leaves, and worker's comp.

2. Employees must make selections from an approved catalog of branded apparel and choose from approved colors.
3. It is the expectation that the employees will wear one of these uniform shirts each day when reporting to work. The Vice President of Student Services may approve additional professional attire.
4. Employees are responsible for the proper maintenance, laundry and/or care for these uniform shirts.

G. Dress Code.

1. The college expects all employees to present a neat and professional appearance at all times during work hours. It is the policy of JC that employee attire during work hours and work related activities shall be appropriate to the duties of the position, to the safety of the employee and other individuals, and to the probability of public contact. It is the responsibility of the employee to arrive at work dressed in accordance with applicable policy and the job duties of the position.
2. Employees are expected to be considerate of co-workers when using colognes, lotions, perfumes, after-shave, and other fragrances, in their grooming, and personal hygiene in the work place.

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## **ARTICLE XIV: VACANCIES, PROMOTIONS AND TRANSFERS**

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A. Definition. A vacancy shall be defined as a newly created position, or part-time position filled for less than twelve (12) months (365 days) moving to full-time status within the bargaining unit certification, or a position not held by someone due to resignation or termination.

B. Postings.

1. Vacancies shall be filled according to Article XVII, D.2 prior to posting.
2. The position shall be posted within ten (10) business days. All postings shall be posted for a period of not less than fourteen (14) calendar days unless a shorter posting period is mutually agreed upon. Copies of all postings will be posted on the JC web page and will be available upon request.
3. If the Administration determines that a vacancy will not be filled, the Association President will be notified within ten (10) business days of the decision. A position that is posted and then deemed not to be needed and/or will no longer be staffed by a temporary/substitute employee, the posting may be withdrawn.
4. Postings shall contain the following information:
  - a. Type of work
  - b. Location of work
  - c. Rate of pay
  - d. Hours to be worked
  - e. Classification
  - f. Minimum requirements as set forth in the appropriate position description.

C. Interested bargaining unit members must apply using the College's application procedure within the posting period.

1. All minimally qualified bargaining unit members who apply for a bargaining unit position will be interviewed. Minimal qualifications are defined in Article XV and in the position description.

2. If the bargaining unit member is denied the position, the employee may work with a Human Resources representative to create a professional development plan. The plan will include the employee's career goals, identification of strengths and development needs, and what the employee is willing to do to achieve his/her goals. The completion of a professional development plan does not mean the employee will be successful applying for other positions.
  3. The Association President will be notified of all internal applicants when the posting closes.
- D. Vacancies shall be filled by the senior qualified applicant. Bargaining unit members shall be given preference whenever possible.
- E. Notification. After the College has filled the position, the College will inform each applicant and the Association in writing within five (5) working days of the applicant's acceptance of the position.
- F. Trial Period. In the event of promotion in or transfer from one classification to another, or recall, the bargaining unit member shall be given a thirty (30) calendar-day trial in which to show his/her ability to perform the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment or lay-off status.
- G. Involuntary Transfer.
1. When an involuntary transfer is being considered the administration will make the affected employee and the Association aware of the involuntary transfer at least fourteen (14) calendar days prior to the effective date of such transfer. An involuntary transfer shall be defined as a transfer of a bargaining unit member from one position within the bargaining unit to another position within the bargaining unit without a competitive search being conducted.
  2. Any employee aggrieved/injured by an involuntary transfer may challenge such transfer through the grievance procedure.
  3. Bargaining unit members shall not be placed at or on a lower wage rate due to involuntary transfers.
  4. The involuntary transfer process is not intended to be used to circumvent the posting/hiring process. When the college uses the involuntary transfer, it will notify the Association.
- H. Temporary Assignment.
1. Upon written authorization by the administrative supervisor to the Human Resources Department, any bargaining unit member who temporarily assumes the duties of another bargaining unit member or assumes additional responsibilities will be paid an additional five (5) to ten (10%) percent of his/her base salary based on the recommendation of the supervisor in consultation with Human Resources. This additional pay will remain in effect as long as the administrative supervisor and HR deems appropriate. The term temporary used previously in this paragraph refers to additional work that lasts a minimum of (ten) 10 working days.
  2. A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.
  3. A part-time regular bargaining unit member who temporarily assumes a full-time position for ten (10) consecutive work days or more, shall receive all appropriate holiday pay.
- I. Transfer by Probationary Members. Probationary members may not apply for a different bargaining unit position during their initial probationary period.



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## ARTICLE XV: QUALIFICATIONS

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- A. "Qualified" for the purposes of this agreement, shall mean the bargaining unit member meets or exceeds the minimum qualifications as outlined in the job description and has the skills, knowledge and abilities as set forth in the job description for the position. Qualifications also include the demonstrated responsibility to perform the job as defined below.
- B. "Skills" includes the individual's knowledge together with his/her physical and technical ability as it relates to a particular job.
- C. "Responsibility" includes such items as the employee's work record and his/her attendance, punctuality, ability to cooperate and work ethic documented in the employee's Human Resources personnel file within the last three (3) years.
- D. "Knowledge" includes not only education and training, but also practical relevant experience.

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## ARTICLE XVI: SENIORITY

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- A. Definition. Seniority shall be defined as the length of service with the college in a position now covered by this bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day of their last hire into a position covered by this bargaining unit. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the earlier letter of acceptance, if available, absent letter(s) of acceptance, position on the seniority list shall be determined by drawing lots. Temporary employees shall not accrue seniority.
- B. Part-Time and Probationary. Part-time bargaining unit members shall accrue seniority on a pro-rata basis. 1820 hours worked equals one (1) year seniority. Part-time employees hired prior to July 1, 1994 shall retain all seniority accrued prior to July 1, 1994. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. Classifications. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
  - 1. Technical
  - 2. Classified
- D. Seniority Lists.
  - 1. The Employer shall prepare, maintain and post the seniority list(s) online.
  - 2. Separate seniority lists shall be maintained for full-time and part-time employees.
  - 3. Seniority lists shall be prepared and posted online.
  - 4. Seniority lists will be updated and revised and posted quarterly on July 1, October 1, January 1 and April 1.
- E. Exceptions to Seniority Rights. State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.

- F. Loss of Seniority. Seniority shall be lost by a bargaining unit member upon termination, job abandonment, failure to return from layoff within a reasonable time as defined in Article XVII Layoff and Recall, resignation, retirement or transfer to a non-bargaining unit position.

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## ARTICLE XVII: LAYOFF AND RECALL

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- A. Definition of Layoff. Layoff shall be defined as a reduction in the work force beyond normal attrition due to adverse financial conditions, a change in job methods, technology, or organization of the College.
- B. Procedure.
1. Notice. No bargaining unit member shall be laid off pursuant to a reduction in the work force unless the bargaining unit member has been notified of the layoff at least thirty (30) calendar days prior to the effective date of the layoff.
  2. Order of Layoff. In the event of a reduction in work force, the Employer shall first identify the department in which jobs are to be reduced or eliminated. The employer shall then terminate or layoff within the identified department all temporary employees, then probationary bargaining unit members, and then lay off the bargaining unit members with the least seniority in the area or jobs to be reduced or eliminated.
  3. Hiring Restrictions. In no case shall a new regular full or part time or temporary employee be employed by the Employer while there are laid off bargaining unit members who are qualified (Article XV) for a vacant or newly created position.
  4. Bumping Rights. Bargaining unit members whose positions have been eliminated due to a reduction in the work force or who have been affected by a lay off/elimination of position shall have the right to assume a bargaining unit position, regardless of classification, for which they are qualified and which is held by a less senior bargaining unit member. The administration determines whether a bargaining unit member is minimally qualified based on the official job description on file in the Human Resources office.
    - a. Part-time Employees: a part time employee may only bump a less senior part-time employee.
    - b. Full-time Employees: a full-time employee may bump a less senior part-time or full-time employee.
    - c. Those members bumping into a grant funded position will retain all bumping rights.
- C. Waiver of Seniority Rights. In the event of a layoff, the Employer and the Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the Agreement including the bargaining unit member's right to be recalled from such layoff.

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

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for the purpose of the Jackson College impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement including recall rights and other contractual

privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Bargaining Unit Member

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Association Representative:

Date \_\_\_\_\_ Signature \_\_\_\_\_  
College Representative

D. Recall.

1. Reinstatement of Position. Should the College reinstate a position, within one year that had been eliminated, the employee, if not on layoff, who had previously held the position shall be offered the position.
2. Order of Recall. The College will consider laid off employees, based on seniority and qualifications, eligible for recall. The most senior qualified full-time employee will be recalled first. The administration determines whether a bargaining unit member is minimally qualified based on the official job description on file in the Human Resources office.
  - a. Part-time Employees. A part-time employee may on be recalled to a part-time position. If a full-time vacancy occurs a part-time employee on layoff may apply for the full-time position.
  - b. Full-time Employee. A full-time employee on layoff will be offered recall to any part-time vacancies that occur however, if the full-time employee refuses recall to a part-time position he/she retains recall rights. The full-time employee shall have three working days to decide
3. Length of Eligibility. An employee is eligible for recall for a maximum period of two years (minimum of 12 months plus one month for each year of seniority).
4. Retention of Rights. An employee may decline recall to a position at less pay and retain their recall rights.

E. Recall Procedure.

1. Notice of recall to a laid off bargaining unit member shall be accomplished by mailing such notice of recall to the laid off members address as the same noted in such employees personnel record. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address.
2. Such notice shall give the date and time when the recalled employee shall report to work, and shall be sent registered or certified mail, postage fully pre- paid, with a copy to the union by inter-office mail. Not less than two (2) telephone contacts shall be attempted with such employee within two (2) days of the mailing of the notice.
3. Such notice shall be mailed not less than fourteen (14) calendar days prior to the date for reporting. Any employee who does not report on the reporting date shall be determined to have voluntarily quit.

- F. Temporary Filling of Vacancies. The College may fill a position on a temporary basis until the recalled bargaining unit members reporting date. If the employee does not report to work on the reporting date, the position will be posted as in accordance with Article XIV.
- G. Accrual of Seniority. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.
- H. Reduction of Hours. There shall be no reduction in an individual bargaining unit member's work hours without fourteen (14) calendar days' notice. A bargaining unit member with greater seniority may use same to maintain his/her work schedule by displacing the bargaining unit member with the least seniority, provided the employee is qualified pursuant to Article XV. This paragraph shall only be applicable in individual hour reduction cases.
- I. Benefits During Layoff. The College shall continue all benefits during the first thirty (30) calendar days of any layoff. After the first thirty (30) days, a laid off bargaining unit member may continue health, dental, and life insurance under COBRA provisions.
- J. Priority Substitute Status. A laid off bargaining unit member shall upon written expression of interest (e.g. e-mail is appropriate) and at his/her option, be granted priority status on a list of employees who may be used to substitute for any bargaining unit position according to his/her seniority where qualified.

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## **ARTICLE XVIII: JOB DESCRIPTION AND CLASSIFICATION**

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- A. The Association and the College hereby agree that the official job descriptions are on file in the Human Resources office. A copy of the descriptions shall be distributed to each bargaining unit member for his/her current position held, and to all new bargaining unit members, for the position into which the College hires them. The terms job description and position description are used interchangeably throughout this document and have identical meaning.
- B. Copies of the descriptions shall be maintained in a file by the College, in the Office of Human Resources, and shall be available for review by any bargaining unit member upon request, with copies provided upon request.
- C. No evaluation or significant changes of position descriptions shall occur without knowledge and input from the Association through the Association's President and Vice President or designees. The VP of Administration and Human Resources shall allow such input of the Association to occur in a meeting convened for this purpose. As an alternative to holding a meeting, the parties agree to electronically review and get association input on job descriptions when both parties agree that a meeting is not necessary.
  - 1. The VP of Administration and Human Resources or designee shall place new position descriptions on the salary schedule, notify the Union of the outcome of the placement, and send an informational copy of the new job description before posting.
- D. Job Descriptions shall be subject to review but not limited to the time of employee's annual performance review.
- E. Job Descriptions will contain sections that outline minimum and preferred qualifications.

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## **ARTICLE XIX: OVERTIME**

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- A. Authorization. Overtime will be permitted only when authorized by the administrative supervisor or other authorized administrator who has prepared the work schedule for employees. The work schedule shall not exceed forty (40) hours per week, but may vary in days or times according to institutional needs as determined by the administrative supervisor.

1. Normally, overtime authorization shall be in advance and in writing.
  2. In emergency conditions, the supervisor shall approve the overtime prior to the next pay period.
- B. Employees regularly performing the work will be required to perform the overtime unless otherwise authorized by the administrative supervisor.
- C. Compensation.
1. Bargaining unit employees shall be paid one and a half (1 1/2) times the employee's base rate for hours worked beyond forty (40) hours per week. Allowable credit for time worked to establish the 40-hour week shall include holidays, authorized sick time, and hours which the President closes the college.
  2. When the administrative supervisor authorizes, the Bargaining unit employee may elect to take compensatory time at the rate of one and one half (1 1/2) times the hours worked as accumulated vacation time subject to execution of an agreement to that affect and conditions of vacation scheduling.
  3. Overtime hours resulting from or worked during the second part of a split shift in A above will be paid at the base rate rather than the shift premium rate.
- D. Refusal of Overtime. Request for employees to work overtime or on days off shall be made as soon as possible. Employees shall have the right to refuse to work if another employee, with less seniority in the same classification, who is qualified and capable of doing the work is available.
- E. Seniority shall apply to overtime only when the employee is judged qualified by the College and capable of performing the work by the administrative supervisor and provided that the employee regularly assigned shall have the first right of refusal to work in the overtime period.
- F. Nothing herein contained shall be construed to require or permit the pyramiding of overtime rates.
- G. Division of Overtime. Overtime shall be divided among bargaining unit members within each department as follows:

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

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## **ARTICLE XX: PROFESSIONAL GROWTH**

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The goal of the annual evaluation is to provide employees with feedback about their performance and how they exemplify the Jackson College values and beliefs, and to assist employees in achieving maximum performance.

- A. Prior to their employment anniversary date, each bargaining unit member will meet with his/her administrative supervisor for the purpose of evaluating his/her performance over the past year. At this meeting, the bargaining unit member will be provided with a draft evaluation for their review and review any changes to their job description.
- B. The supervisor shall give the bargaining unit member the final copy of his/her evaluation and place it in the bargaining unit member's personnel file no later than the employee's employment anniversary date
  1. If a supervisor has supervised an employee for less than six months the employee's previous supervisor must participate in the evaluation process.

2. Performance goals must be reasonable and job related. Anytime the employee is required to take an academic course as part of their annual performance goals the College will pay all costs related to the course. The course will become part of the employee's workload until the course is completed.

C. Probationary Employees.

1. In the first 10 business days of employment, the supervisor and employee will review the job description and discuss expectations and set goals for the year. These goals will be submitted to HR for the employee's personnel file. No less than three (3) progress reports shall be completed by the administrative supervisor during the probationary period at approximately the second, fourth, and sixth months where progress on goals will be evaluated and goals adjusted as appropriate. A progress notice to the employee will be sent to the employee ten (10) working days prior to the end of the probationary review period. The supervisor shall provide a copy to the employee and a copy shall be placed in the employee's personnel file in Human Resources.
2. Just prior to the end of the six (6) month probationary period the new employee will meet with the Leadership Team to discuss the first six (6) months of employment. In the event that the probation period is extended as provided for within Article II, Section C the probationary employee will meet with the Leadership Team a second time.
3. At the completion of the probationary period, the employee and his/her administrative supervisor will develop a professional development plan for the remainder of the contract year.
4. In the event the College chooses to not grant a regular employment contract at the end of the probationary period, the College will advise the bargaining unit member of the specific reason in writing with a copy to the Association.

D. All monitoring or observation of the work of bargaining unit members shall be conducted with the full knowledge of the bargaining unit member.

E. Any employee not evaluated per the above shall be deemed to have satisfactory job performance.

F. In the event that there is a significant decline in an employee's performance evaluation from the previous year, the employee's Administrative Supervisor will meet with the VP of Administration and Human Resources to discuss the basis of the evaluation.

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## **ARTICLE XXI: DISCIPLINE AND PROTECTION**

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A. Personnel File.

1. Right of Review. Each bargaining unit member shall have the right to review the contents of the personnel file that has been developed concerning the individual's employment by the College. A representative of the Association may be requested to accompany the employee in such a review. The employee must complete a personnel file inspection request form. The review will be scheduled as soon as possible but no longer than one business day following the return of the completed form. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.
2. Complaints. No material, including but not limited to, student or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file in Human Resources unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be promptly called to the member's attention if such complaint is to be made a

part of the member's personnel file or a matter of written record. Complaints shall include names of the complainants, the specific nature of the complaint, administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

3. Review and Signature. When material is to be placed in a bargaining unit member's file in Human Resources, the affected bargaining unit member shall review and sign said material; such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
  4. Removal of Materials. Disciplinary notices and/or reprimands more than four (4) years old that do not illustrate repeated infractions will be removed from the bargaining unit member's personnel file at his/her request. The parties further agree that removal of material from the employee's file shall not bar use of the historical information in establishing a record of repeated or similar behavior.
- B. Unacceptable Work. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- C. Critical Incidents. The Employer reserves the right to conduct an evaluation of the bargaining unit member's performance based on critical incidents, on-going concerns, or as follow-up on directions for improvement. These evaluations will be scheduled as needed with notification of such evaluations made to the President of the Union.
- D. Grounds for Discipline. No bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, and suspensions with or without pay, reductions in compensation or occupational advantage, discharge, or other actions of a disciplinary nature. Any such discipline shall be subject to the grievance procedure hereinafter set forth unless specifically exempted. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed. The UniServ Director will be notified in advance of any disciplinary procedures that may lead to suspension or dismissal.
- E. Right to Representation. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. It is the bargaining unit member's responsibility to contact the Association for representation.
- F. Progressive Discipline Steps. In order to insure that the employee is aware of the work related difficulties the College will employ a system of progressive discipline steps outlined below except in the cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.

The Performance Improvement Plan used in Steps in 1 and 2 will use the form provided from Human Resources and will document the plan for corrective action (Appendix G, Performance Improvement Plan section).

1. A written warning will be issued to the employee, with a copy placed in the employee's personnel file for a first infraction of work rules.

2. The second infraction may result in a second disciplinary step such as a formal reprimand with a copy to the employee's personnel file, a suspension from work without pay or other action as may be appropriate to the infraction.
  3. Continued infractions of work rules may be considered sufficient cause for dismissal.
  4. In the case of voluntary separation from employment with the College during open disciplinary action, the following will occur:
    - a. All pending actions of discipline or grievances related to the discipline shall become moot.
    - b. For this reason, all parts of these actions shall be removed from all of the employee's personal files immediately.
    - c. Human Resources shall immediately send notice to the association that any pending discipline and/or grievances related to said discipline has been removed from the employee's file.
- G. Abuse of Benefits. The employer and association recognize abuses of personal illness leave or other leaves, chronic tardiness or absence, deficiencies in performance or violations of discipline reflect adversely upon, and create undesirable conditions in the College, and will individually and jointly work toward correcting such abuses if they occur. Examples of abuse of benefits include but are not limited to using sick time for illegitimate reasons.
- H. Position Abandonment. If an employee is absent four consecutive scheduled work days/shifts and does not call in as required in Article XI, O the employee has voluntarily abandoned his/her position and his/her employment will be terminated, except when the failure to notify and work is due to circumstances beyond the control of the employee.

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## **ARTICLE XXII: EXTERNALLY FUNDED PROGRAMS**

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- A. Persons employed through use of federal, state, private grants or any other funding source than state appropriations, tuition and property taxes (or any combination of the foregoing funding sources) shall be treated as regular bargaining unit members except as follows:
1. Layoff and recall provisions do not apply with the exception that an individual laid off from a grant funded position shall have recall rights to a vacant position funded by the same grant provided they meet the minimum qualifications for the position.
  2. Promotion and transfer by seniority.
  3. Subcontracting.
  4. Employment contract issuance dates.
- B. The parties further agree that it is not their intent to replace or displace through the use of federal, state or private grant, either whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

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## **ARTICLE XXIII: MISCELLANEOUS**

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



- B. Prior to entering into any contract of employment with any employee, the College will inform such persons of the Collective Bargaining Agreement and the Manuals appropriate to the area of employment being contracted.
- C. The Employer shall offer training as it determines in accordance with its needs, provided that the Employer may request the input of employees and will consider proposals for training. The Employer may require confirmation of attendance and an evaluation of the training.

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## ARTICLE XXIV: BENEFITS

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### A. Insurance.

1. Eligibility. All full-time employees, as defined in Article II, A of this agreement, shall be eligible for the complete insurance coverage.
2. Open Enrollment. The reopening date of all insurance policies shall be November – December 15<sup>th</sup>. Full-time employees will select their coverages for the following year by December 15<sup>th</sup>.
3. Insurance Committee. An insurance committee composed of three ESP full-time employees appointed by the JC-ESP President, shall meet with the VP of Administration and Human Resources to annually review insurance plan options offered by the Jackson County Health Consortium. This committee will recommend two plans by October 31<sup>st</sup> of each year to the College President. Any proposed changes to medical insurance during the course of this Agreement will be agreed to by the Association and the College.
4. College Contribution. The Board will contribute to the total annual cost associated with the College's medical benefit plans an amount consistent with its elected method of compliance with Public Act 152 of 2011, being the Publicly Funded Health Insurance Contribution Act. The College will pay the maximum amount permitted by the Department of Treasury annually using Jackson College's elected method of complying with Public Act 152 of 2011, being the Publicly Funded Health Insurance Contribution Act. Any amount in excess of the amounts permitted by Jackson College's elected method of complying with PA 152 of 2011 shall be the responsibility of the employee.
  - a. All employee contributions will be deducted from wages pre-tax in accordance with the College's premium only plan (POP).
5. Wellness. Employees may enroll in a College offered wellness program. The College will pay for services provided by a Health Management Program as part of a wellness program. Wellness plan requirements include completion of a health risk appraisal, biometric screening and three (3) health coaching sessions. If an employee taking College offered medical insurance opts out of the wellness program, the employee will be charged the non-participant premium rate. The non-participant rate will be \$40 per month more than the participant rate.
6. Flexible Spending Accounts. The College will establish a medical Flexible Spending Account for each full-time employee who signs and returns the enrollment form. Full-time employees may elect to contribute pre-tax dollars to this account. In addition, the College will provide the opportunity for full-time employees to open Flexible Spending Accounts for dependent care.
7. Plan Descriptions. Descriptions and information concerning the health care plans, as well as dental and vision plans, are available in the Human Resources Department. Employees will be provided proof of insurance and literature describing the plans.
8. Life and Long-Term Disability Coverage. All full-time employees will be covered by the life insurance and long term disability insurance program. These programs may not be declined.

9. Health Insurance "Opt-Out" Plan. Full-time employees not electing health care shall receive the following monthly amount(s):
  - a. Hospital/Professional, Master Medical, Rx Drugs \$400
  - b. Those opting out of hospital/professional, master medical, Rx drug coverage must annually provide documentation of alternative health insurance.
10. Life Insurance
  - a. Benefits under this policy for each eligible employee shall consist of group term life insurance in an amount rounded off at the next thousand above the salary amount as of each July 1 for the duration of the Agreement. There shall also be an equal amount of Accidental Death and Dismemberment coverage.
  - b. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.
11. Travel Accident Coverage While on College Business
  - a. Full-time employees traveling on College business are covered by a death and dismemberment accident policy of ten (10) times the annual salary with a minimum of \$50,000 and a maximum of \$300,000.
  - b. This coverage is paid by the College.
12. Long-Term Disability. Total or permanent disability beyond ninety (90) days will come under the provisions of the institution's long-term disability program, which provides payment of 66 2/3% of basic monthly earnings (subject to maximum amount payable pursuant to applicable policy limits) at the time of disability for as long as the employee remains disabled, not beyond full retirement age. Subject to determination of eligibility by the insurance carrier.
  - a. Benefits payable from Worker's Compensation, Social Security, etc. will not be included in the determination of the payment until total compensation reaches seventy (70%) of basic monthly earnings.

B. Tuition Grants

1. The College will allow bargaining unit employees who qualify, spouses of qualified bargaining unit employees, and the employee's or the employee's spouse's dependent children (natural or legally adopted age 26 or under) to enroll in College courses on a tuition grant. (see also Article XII, G for class enrollment during working hours)
2. Qualifications for Tuition Grants
  - a. Full-time Regular Employees. The tuition grant, for full-time regular employees as defined in Article II, A. of this agreement, covers tuition charges and registration fees. Courses in programs approved in advance by the VP of Administration and Human Resource are also eligible for course fee grants. Tuition grants for spouses and eligible dependent children cover tuition charges and registration fees.
  - b. Part-time and Temporary Employees. Tuition grants, for part-time and temporary employees, as defined in Article II, B and D of this agreement, cover tuition charges and registration fees. Courses in programs approved in advance by the VP of Administration and Human Resources are also eligible for course fee grants. Tuition grants for spouses and eligible dependent children cover tuition charges and registration fees.

- 1) Employees who have worked 180 hours or less in a calculated time from, as detailed in subsection 3 below shall qualify for a tuition grant of three (3) credit hours.
  - 2) Employees who have worked 181 hours or more in a calculated time frame as defined in subsection 3 below shall qualify for a tuition grant of six (6) credit hours.
  - 3) Tuition grants will be awarded three (3) times per year based on hours worked January 1 – April 30; May 1– August 31; and September 1 – December 31. Tuition grants may not be used in advance. Grants may be banked up to fifty (50) credit hours. Unused grants are void upon termination of employment.
3. HPF Lifetime learning (Life Time Learning - LTL). Each bargaining unit member and their spouses and eligible dependents (naturally or legally adopted; age 26 or under) shall be granted access, at no cost, to LTL Health, Physical Fitness and LTL Music courses.
  4. Tuition Grant for Retirees. The admission to courses benefit shall continue for retirees, spouses and their eligible dependents (naturally or legally adopted; age 26 or under).
  5. Tuition Grant for Spouses and Dependents of Deceased Bargaining Unit Members. The admission to courses benefit shall continue for spouses and eligible dependents (naturally or legally adopted; age 26 or under) of deceased bargaining unit members who had at least ten (10) years of service.
  6. Programs excluded from Tuition Grants. Notwithstanding anything to the contrary contained herein, the following programs are excluded from tuition grants:
    - a. Dental Hygiene
    - b. Any other program with enrollment restricted to less than fifteen (15) students
  7. Tuition Reimbursement. The College will establish a tuition reimbursement program with an annual budget of Ten Thousand and No/100 Dollars (\$10,000). Bargaining unit members may apply to participate in the program and those accepted will receive reimbursement for coursework not offered at JC. Applicants to the program will be required to provide an educational and career plan with their application. Only coursework that is part of the employee's educational plan and that advances the employee's knowledge, skills and/or abilities related to their existing position or another position within the college will be covered. The Bargaining Unit Employee's Administrative Supervisor must review the Educational Plan, verifying coursework relevance to the employee's position and approve (or deny) plan load.
    - a. The Educational and Career plan will be submitted to the VP of Administration and Human Resources for review and approval.
    - b. JC employees must complete one (1) year of service before they are eligible to apply for tuition reimbursement. This benefit is not retroactive. Reimbursement will be only for courses not offered at JC, and will be the amount equal to the current JC tuition rate and will only be paid when employee provides verification of successful completion of the course (2.0 or higher). Bargaining unit members participating in this program agree to continue their employment for a period of one (1) year or refund the tuition reimbursement, on a pro-rated basis, received upon termination of employment.

#### D. Holidays

1. All full-time bargaining unit members shall have the following days off with eight (8) hours pay, during the duration of this contract. When a holiday falls on a Saturday, it will be observed on Friday. When a holiday falls on a Sunday, it will be observed on Monday.

- a. New Year's - 2 days
  - b. Memorial Day – 1 day
  - c. Spring Wednesday, Thursday and Friday - 3 days
  - d. Independence Day - 1 day
  - e. Labor Day - 1 day
  - f. Thanksgiving - 3 days
  - g. Christmas - 2 days
  - h. Week between Christmas and New Year's – 3 days
2. There will be no holiday pay when:
    - a. A holiday falls immediately preceding, during or at the end of a vacation period preceding a termination.
    - b. The employee is on a leave of absence without pay or on layoff.
  3. With supervisory approval, the employee may extend holiday time by utilizing vacation leave or compensatory time as appropriate and in keeping with the work requirements at the College.
  4. Holiday Work. Double time will be paid for all hours worked on holidays as set forth in this Agreement. Payment for work on holidays shall be in addition to any negotiated holiday pay.
    - a. Part-time employees will be given the opportunity to adjust their schedule to accommodate holidays and college closings with approval from their Administrative Supervisor, providing there is adequate work available. JC Safety and Security Officers will be offered the ability to select hours they wish to work, if any, at their regular rate of pay during Holiday shut downs.
- E. Retirement. A retirement benefit of \$100 per year of service with the College will be paid upon retirement to any full-time employee who has served a minimum of ten (10) years.
- F. Degree Recognition. All bargaining unit members who earn additional education after initial hire an (Associates, Bachelor's, Master's or Ph.D./Doctorate degree) from an accredited institution with a GPA of 2.0 or higher will receive a one-time stipend (not added to base):
1. Five Hundred and no/100 Dollars (\$500) for an Associate degree
  2. One thousand and no/100 dollars (\$1,000) for a Bachelor Degree,
  3. One thousand and five hundred and no/100 dollars (\$1,500) for a Master's degree
  4. Two thousand and no/100 dollars (\$2,000) for a Ph.D. or doctorate.
- a. Each bargaining unit member may only receive payment for one of each type of degree for a maximum payment of **five** thousand and no/100 Dollars (\$5,000.00). Bargaining unit members must submit a request and official transcripts to the Human Resources department.
  - b. New employees are eligible to receive degree recognition upon earning additional education after initial hire and successful completion of one (1) year of employment.
  - c. Bargaining unit members participating in this program agree to continue their employment for a period of one (1) year, or refund the Degree Recognition.

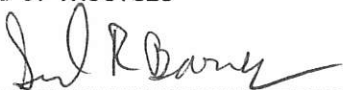
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**ARTICLE XXV: DURATION OF AGREEMENT**

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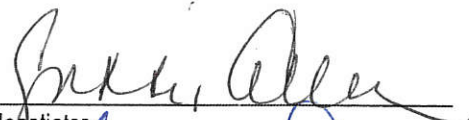
This Agreement shall be effective as of July 9, 2018 and shall continue in effect until June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

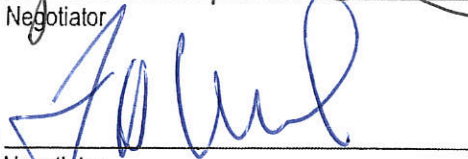
**BOARD OF TRUSTEES**

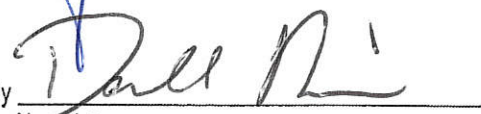
By   
Chair

By   
Secretary

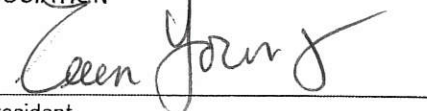
By   
Chief Negotiator


By   
Negotiator


By   
Negotiator

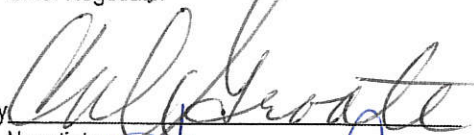
By   
Negotiator

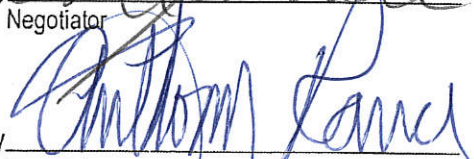
**ASSOCIATION**


By   
President

By   
Vice President

By  MEA  
Chief Negotiator

By   
Negotiator

By   
Negotiator

By  N/A  
Negotiator

Date of Signing: 7/9/18

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## APPENDIX A: NOTES TO SALARY SCHEDULE/RANGES

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### A. Setting Pay Levels for Positions and Base Pay for New Employees

Administration shall have the responsibility of setting the pay level for positions within the Bargaining Unit. When initially hired by the College, the Administration shall have the responsibility for setting the base pay rate for all new employees. Provided, however, that no person hired by the College shall be paid more than a current bargaining unit member who has been in that position for three years or more.

Note: Current bargaining unit members who have longevity added to their hourly rate will have it rolled into their base pay.

### B. Base Pay Adjustment

A base pay adjustment will be awarded to each full-time and part-time bargaining unit member who meet the criteria established below.

1. Criteria to receive a base pay adjustment:
  - a. Cannot be on probation status
  - b. Must not have discipline on file from the past contract year
  - c. Must not have an active Performance Improvement Plan
  - d. "Meet Expectations" or higher in all categories on performance evaluation in past year
  - e. Employee clearly demonstrates living Jackson College's values and beliefs
2. Base pay adjustments for technicians and classified staff:
  - a. 2018/2019 2.0%
  - b. 2019/2020 1.0%
  - c. 2020/2021 2.0%

### C. Individual Performance Bonus

1. An annual individual performance bonus of \$500 will be paid to employees who meet the following criteria: (Note this is a one-time annual bonus and is not added to an employee's base rate)
  - a. Met all of the criteria to receive a base pay adjustment, Subsection 1.
  - b. Have at least three (3) "Exceeds Expectations" on performance evaluation in the past year
  - c. Has actively and consistently lived the College's values and beliefs
  - d. Performed above and beyond employee's annual goals
2. The individual performance bonus process will occur annually between May 1<sup>st</sup> and May 31<sup>st</sup>.
3. Payout will be in the last check of the fiscal year.
4. Performance bonus will be pro-rated for part-time employees.

### D. Part-Time Salary Schedule

Part-Time positions shall be placed on the Classified or Technician Salary Schedule Grade appropriate for a full-time position of the same job duties.

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**APPENDIX B: FOR PLACEMENT OF NEW EMPLOYEES ONLY**

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Classified Positions

Level 3 (formerly Grades 7-9)      \$12.87 - \$18.15

Level 2 (formerly Grades 10-12)      \$14.95 - \$21.03

Level 1 (formerly Grades 13-15)      \$17.22 - \$24.32

Technician Positions

Tech A:              \$15.89 - \$27.20

Tech I:              \$14.64 – 25.08

Tech II:             \$13.87 - \$23.75

Tech III:            \$13.11 – \$22.44

Placement of new employees on this salary schedule will be based on education and years of experience as related to the position. No new employees will be placed on the salary schedule higher than a current bargaining member in the same position, with three of more years of experience at the College.

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## APPENDIX C: TEAM COORDINATOR POSITIONS

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Team Coordinators are appointed by the Administrative Supervisor in departments where the work revolves around a team approach to meet the needs of the department. Team Coordinators may be technical or classified personnel with a separate stipend paid for the work involved. Team Coordinator responsibilities will not be embedded into a job description.

- A. Criteria of a team coordinator:
  - 1. Team coordinator duties include scheduling of work assignments and approval of leaves according to departmental guidelines.
  - 2. Accountable for the work assigned to the team.
  - 3. Budget management and cost control for the team unit.
  - 4. Provide input to the Administrative Supervisor, which would include recommendations for training opportunities and professional development that may be helpful to the employee.
  - 5. Team coordinators do not have the authority to discipline members of their team. All matters of concern need to be relayed to the Administrative Supervisor for appropriate action.
  - 6. With the prior approval from the VP of Administration and Human Resources, Administrative department directors may remove or change the Team Coordinator within their units with seven (7) days' notice.
  
- B. Criteria of a Power Team Coordinator: Power Team Coordinators meet the criteria above as well as this additional criteria:
  - 1. Power Team Coordinators have a broad span on control over a number of employees in an area.
  - 2. These individuals have the authority from their Administrative Supervisors to make decisions, within previously defined authority, regarding work, staffing, project management and problem solving without contacting the Administrative Supervisor.
  - 3. This individual represents not only their department at times, but in many instances, represents Jackson College to external clients.
  
- C. Amount of Team Coordinator Stipend:
  - 1. Team Coordinators will be paid a \$2,500 stipend annually.
  - 2. Power Team Coordinators will be paid a \$3,000 stipend annually.
  
- D. Determination:
  - 1. Recommendation for an individual to be paid a stipend will be forwarded by the Administrative Supervisor to the VP of Administration and Human Resources. If the criteria is met, there will be a meeting with the Administrative Supervisor, HR and employee to explain the responsibilities and make sure the employee is willing to accept the role. No bargaining unit member will be required to step into that role if they chose not to and under no circumstances shall that reflect negatively upon said employee.
  
- E. Elimination of Stipend:
  - 1. The stipend may be eliminated if:
    - a. The Team Coordinator transfers to another position or department



- b. The duties and responsibilities that enable the employee to meet the criteria in the current position are eliminated
- c. The Administrative Supervisor, in conjunction with the prior approval of the VP of Administration and Human Resources, chooses to move the lead designation to another employee in the department

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**APPENDIX D: GRIEVANCE FORM**

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Jackson College  
Grievance # \_\_\_\_\_

- Distribution of Form
1. VP of Administration and Human Resources
  2. Immediate Supervisor
  3. Association
  4. Grievant

Building	Assignment	Name of Grievant	Date Filed

LEVEL 2 – Administration and Association Grievance Chair

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance (including contract provisions applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL 3 – Human Resources

A. Date received by VP of Administration and Human Resources or Designee: \_\_\_\_\_

B. Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL 4 - Mediation

A. Date Submitted to Mediator: \_\_\_\_\_

B. Disposition and/or Award of Mediator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## APPENDIX D-1: GRIEVANCE DIAGRAM

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Note: all days are working days

Alleged Violation or Knowledge of  
Alleged violation

Informal Discussion with Immediate Supervisor (Level 1)	5 days
Written Grievance (Level 2)	10 days
Meeting with Immediate Supervisor, Second Administrative Representative, The grievant and the grievant's Association Representative	5 days
HR Appointed Administrator Disposition	5 days
Appeal to VP Human Resources or Designee (Level 3)	5 days
Meeting with the VP of Human Resources or Designee	5 days
VP of Human Resources or Designee Disposition	5 days
Mediation Referral (Level 4)	10 days
Acceptance/Rejection of Mediator's recommendation	5 days

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**APPENDIX E: MEDICAL RELEASE**

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**Date:** \_\_\_\_\_

**Patient:** \_\_\_\_\_

**Employer:** Jackson College

My recommendations are that this employee:

- Return to regular work
- Remain off work until \_\_\_\_\_
- Return to light or favored work with the following restrictions:  
\_\_\_\_\_  
\_\_\_\_\_
- Other \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature/Physician Assistant's Stamp

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**APPENDIX F: APPLICATION FOR LEAVE OF ABSENCE WITHOUT PAY**

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

Dates \_\_\_\_\_  AM  PM  ALL DAY

Reasons: (Please check one)

- Illness or accident in immediate family
- Death in immediate family
- Emergency leave for \_\_\_\_\_
- Please state details briefly: \_\_\_\_\_  
\_\_\_\_\_

**If applicable, complete the following section**

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

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Employee

The above request for leave without pay is:  Recommended  
 Not Recommended

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Supervisor

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Approved  Not Approved

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Executive Director, Human Resources

Copy Distribution: Human Resources, Supervisor, JC-ESP President, Employee

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**APPENDIX G: PERFORMANCE IMPROVEMENT PLAN**

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Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

Date Presented: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**Measurable/Tangible Improvement Goals**

**Training or Special Direction to Be Provided**

**Interim Performance Review meetings scheduled**

**Personal Improvement Plan Input and Suggestions (to be completed by employee)**

*In addition, I recognize that you may have certain ideas to improve your performance. Therefore, I encourage you to provide your own **Personal Improvement Plan Input and Suggestions:***

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(Attach additional sheets if needed.)

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**Outcomes and Consequences**

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**Positive:** If you meet your performance goals, no disciplinary action will be taken regarding this issue.

**Negative:** If you do not meet your goals mentioned above you will be subject to disciplinary action up to and including termination. A copy of this document will be placed in your personnel file.

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**Employee Acknowledgment**

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\_\_\_\_\_  
Employee Signature                      Date                      Supervisor's Signature                      Date

Witness: (if employee refuses to sign)

\_\_\_\_\_  
Witness Signature                      Date                      Time in conference

Distribution of copies:     Staff/Faculty member     Supervisor     Department Head     Human Resources