

# AGREEMENT

between the

Board of Trustees

for

Grand Rapids Community College

and the

Grand Rapids Community College

Alliance of Professional Support Staff (APSS)

Wages and Benefits

2017-2020





## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION .....	7
	Association Recognition .....	7
	Definition of Employees .....	7
	Positions in Association .....	8
	Negotiation with Association.....	8
ARTICLE 2	EMPLOYEE RIGHTS.....	9
	Joining the Association .....	9
	Use of Board Facilities.....	9
	Time off for Scheduled Activities.....	9
	Employment Security .....	9
	Just Cause .....	10
ARTICLE 3	BOARD RIGHTS .....	11
	Legal Responsibilities .....	11
	Managerial Rights.....	11
	Agreement of No Violation .....	11
ARTICLE 4	COMMITTEES .....	12
	Negotiation Committee.....	12
	Grievance Committee .....	12
ARTICLE 5	ASSOCIATION AUTHORIZATION.....	13
	Payment of Dues.....	13
	Cancellation of Dues.....	13
	Separated Employees .....	13

ARTICLE 6	HOURS OF WORK AND OVERTIME .....	14
	Work Schedules/52 Week Employees .....	14
	Work Schedules/Non-52 Week Employees .....	14
	Work Break.....	14
	Regular, Overtime, and Compensatory Time .....	14
ARTICLE 7	GRIEVANCE PROCEDURE.....	16
	Grievance Definition.....	16
	Aggrieved Definition .....	16
	Purpose .....	16
	Employee Rights.....	16
	Procedure .....	16
	Informal Discussion.....	16
	Level One.....	17
	Level Two .....	17
	Level Three .....	17
	Time Limitations.....	18
ARTICLE 8	LEAVES OF ABSENCE WITHOUT PAY .....	19
	Leaves Under the Family and Medical Leave Act.....	19
	Unpaid Non-FMLA Leaves: General Provisions.....	21
	Reinstatement from Unpaid Leave.....	21
	Dependent Child Care Leave .....	22
ARTICLE 9	OTHER TIME OFF ALLOWANCES.....	23
	Sick Leave.....	23
	Bereavement .....	24

	Immediate Family Member Definition .....	24
	Workers' Compensation .....	25
	Jury Duty/Court Appearance .....	25
	Personal Leave .....	25
	Conference or Convention Leave .....	25
ARTICLE 10	HOLIDAYS .....	27
	Holiday Pay.....	27
	Working Before and After .....	27
	Holidays.....	27
	Saturday and Sunday Holidays .....	28
	Part-Time Employees.....	28
	Variable Holiday .....	28
ARTICLE 11	VACATIONS .....	29
	52-Week Employees, Full-Time and Part-Time .....	29
	Non 52-week Employees, Full-Time and Part-Time .....	30
	Termination.....	31
ARTICLE 12	INSURANCE.....	32
	Consortium.....	32
	Entitlement.....	32
	Dental/Vision Reimbursement Program .....	34
	Life Insurance .....	36
	Long-Term Disability .....	36
	Flexible Spending .....	37
ARTICLE 13	JOB RELATED INFORMATION .....	38

Vacant or New Positions.....	38
Position Security .....	39
Job Sharing .....	39
Replacement Training.....	40
Position Description.....	40
Testing .....	40
Probationary Period (New Employees).....	41
Probationary Period (Internal Transfers) .....	42
Performance Evaluation Process.....	43
Performance Improvement Plan .....	43
Work Quality .....	44
Termination.....	44
Layoff and Recall.....	44
Forced Transfer .....	45
Job Reclassification Process .....	47
Seniority Termination .....	47
ARTICLE 14 WAGES AND OTHER BENEFITS.....	49
Wages .....	49
Step Movement Based on Performance .....	50
Longevity .....	50
Longevity/Computation .....	51
Retirement.....	51
Tuition Reimbursement .....	51
Tuition Waiver for GRCC Classes.....	52

	Degree Pay.....	53
	Parking.....	53
	Temporary Assignments.....	54
	Overpayment/Underpayment.....	54
ARTICLE 15	MISCELLANEOUS.....	55
	Unscheduled Shutdown.....	55
	Automobile Vandalism and Theft.....	55
	Tuberculosis Test.....	55
	Mileage.....	56
	Vacation Donation.....	56
ARTICLE 16	AGREEMENT AND NO STRIKE AGREEMENT.....	57
	Agreement Terms.....	57
	No Strike.....	57
ARTICLE 17	DURATION.....	59
APPENDIX A	GRCC APSS JOB SHARE AGREEMENT.....	61
APPENDIX B	HOLIDAY SHUTDOWN.....	63





“THIS AGREEMENT is made and entered into on the first day of July, 2017 by and between the GRAND RAPIDS COMMUNITY COLLEGE BOARD OF TRUSTEES, here after referred to as the "Board", and the GRAND RAPIDS COMMUNITY COLLEGE ALLIANCE OF PROFESSIONAL SUPPORT STAFF (APSS) here after referred to as the "Association."

## **ARTICLE 1 RECOGNITION**

### Section 1 Association Recognized

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

### Section 2 Definition of Employee

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

#### Full-time Employee

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

#### Part-time Employee

1. A part-time employee is defined as an employee working at least 20 hours but less than 32.5 hours per week.
2. A part-time employee working less than 20 hours per week shall receive prorated sick days, vacation days, and a prorated GRCC tuition benefit, but is not eligible for other employee benefits.

#### Temporary Employee

1. A temporary employee is employed in a specific assignment/position in need of temporary fulfillment for no more than 80 business days. The permanent vacancy shall be posted no later than the end of the first 45 business days unless the vacancy being filled is due to reorganization. The college may maintain a temporary employee in a position for as long as needed when the temporary employee is replacing an employee on a leave who has return rights to the position.
2. The Association will be informed prior to the placement of the temporary employee, stating the position being filled and the anticipated number of business days the temporary employee will be needed. A list of temporary office personnel employees shall be provided to the Association monthly. Temporary employees are not covered by this agreement. Work performed by persons not covered by the terms of this agreement shall not be used in lieu of creating or continuing a GRCC APSS permanent position.

Section 3      Positions in Association

- A.      Employees in the Association shall include any employee whose principal functions, duties, or responsibilities are office procedural and supportive in nature (including, but not limited to secretary, clerk, receptionist, typist, and data input operator) and any other regularly paid support professionals including part-time employees.
- B.      Employees will be notified of all other positions that are posted within the college and have equal opportunity to apply for and be considered for them.
- C.      No credit toward seniority within the Association shall be given to employees for the time worked in positions that are excluded from the Association. Excluded from the unit are secretaries reporting to the exempt administrative staff. Any other exceptions will be reviewed with the President of the Association.

Section 4      Negotiation with Association

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

The parties agree to participate in a Joint Conference Committee (JCC) to discuss issues and potential revisions to contract language. JCC will meet as needed by mutual agreement.

## **ARTICLE 2**

### **EMPLOYEE RIGHTS**

#### Section 1      Joining the Association

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

#### Section 2      Use of Board Facilities

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

#### Section 3      Time Off for Scheduled Activities

Association members, while representing the Association, shall be allowed time off with pay during regularly scheduled working hours in order to conduct business scheduled by the Board. A total of 140 hours of Association leave time will be provided for elected officers and committee members of the Association to attend conferences and prepare for negotiations. The College will pay for 80 of the 140 hours; the balance must be reimbursed by the Association. The Association President shall approve the use of such time and will notify the Human Resources Generalist in writing (subject to the same scheduling provisions as other leaves or vacation times).

#### Section 4      Employment Security

Any employee who believes that there has been discrimination or harassment against the employee may bring such information to the attention of his/her supervisor, manager, department head, or directly to the Executive Director of Human Resources.

Section 5 Just Cause

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

Both the Association and the College pledge mutual cooperation in any investigation.

- D. No written complaint will be placed in an employee's personnel file unless the employee has received a copy of the material.

## **ARTICLE 3 BOARD RIGHTS**

### Section 1      Legal Responsibilities

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

### Section 2      Managerial Rights

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

### Section 3      Agreement of No Violation

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

## **ARTICLE 4 COMMITTEES**

### Section 1      Negotiation Committee

The Board recognizes a negotiating committee not to exceed the same number of representatives as defined in the Association By-Laws. A recording secretary shall be decided on by the Negotiating Team. The Association shall furnish the Board a written list of the members of its negotiating committee. The Board shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the Board and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the Board during the work day shall be entitled to release time without loss of salary. Negotiations may, at the discretion of the Board, be conducted on off-duty hours in an amount not to exceed one-half of the total negotiation time. The parties agree to commence negotiations at least ninety (90) calendar days before the expiration of the agreement.

### Section 2      Grievance Committee

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

**ARTICLE 5**  
**ASSOCIATION AUTHORIZATION**

Section 1      Payment of Dues

The Association provides a negotiating service and maintains the contract. Membership in the Association is not mandatory. The College will honor voluntary dues or payment deduction authorizations submitted in writing to Human Resources. The Association shall provide the authorizations to the College specifying the exact monetary amount. This form shall be signed and dated by the employee. Each authorization for deduction shall remain in effect for the length of the employee's employment with the College for any position represented by the Association unless terminated by the employee. The specified monetary amount shall be deducted from the employee's pay in equal amounts bi-weekly for all full-time and part-time employees. The College shall have no responsibility for the collection of special assessments, initiation fees, and similar member charges. All deductions and payments shall be in a form consistent with the laws of the State of Michigan and this Agreement.

Section 2      Cancellation of Dues

An employee may cancel his/her payroll deduction authorization at any time by written notification to the College on a form provided by the College for this purpose. The cancellation shall then be effective the next following pay period for which the normal deduction would have been made.

Section 3      Separated Employees

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

## **ARTICLE 6**

### **HOURS OF WORK AND OVERTIME**

#### Section 1      Work Schedule/52-Week Employees

The normal work week for full-time employees shall be 40 hours per week on contiguous days, unless otherwise specified by job description. Should the need arise to change the hours of a position permanently to hours other than originally designated, written approval must be obtained from the Executive Director of Human Resources. The Administration will attempt to meet the individual needs of the person occupying the position. If there is a conflict, the best interest of the College shall prevail, as determined by the Administration.

#### Section 2      Work Schedule/Non-52 Week Employees

The work year for non-52 week employees may vary. Supervisors of non-52 week employees shall submit a copy of an employee's work schedule to the Human Resources Generalist no later than June 30 for the upcoming fiscal year. Prior to submission of an employee's work schedule to Human Resources, supervisors shall submit a copy to the employee. Adjustments to this schedule shall be made in writing, by mutual agreement, between the employee and his/her immediate supervisor. Any adjustments must be submitted to the Human Resources Generalist before the schedule adjustments are implemented. This does not include unexpected campus closings (i.e. inclement weather).

#### Section 3      Work Break

Employees shall be accorded two (2) 15-minute breaks during the eight- (8) hour workday and an unpaid lunch period. The time for such breaks shall be near the mid-point of each half of the shift. Work during lunch periods must be approved in advance by the employee's supervisor.

#### Section 4      Regular, Overtime, and Compensatory Time

An employee shall be paid straight time up to 40 hours per week. No overtime shall be worked unless authorized by the employee's immediate supervisor. When an employee is requested by his/her immediate supervisor and agrees to work overtime, the method of payment must be chosen (either item 1 or 2 below) and agreed to by the employee and supervisor prior to working the additional hours.

- A.      Overtime shall be paid at the rate of time and one-half (1-½) for all hours worked over 40 hours per week. Compensatory time, holidays, vacation time, jury duty leave, bereavement, personal business leave, sick time, and other paid absences shall be counted as time worked for overtime purposes, not to exceed the normal regularly scheduled hours per day.



- B. In lieu of payment of overtime, compensatory time shall be accumulated at the rate of time and one-half (1-½) for all hours worked over 40 hours per week.
1. Compensatory time may accrue for employees working less than 40 hours per week at a straight time rate up to 40 hours per week.
  2. Compensatory time log sheets must be submitted each pay cycle along with the bi-weekly timesheet.
  3. Compensatory time may be accrued only to the extent allowed by law.
  4. Compensatory time shall be utilized or converted to pay prior to transferring or changing positions or termination.
  5. Any compensatory time over 40 hours (27 worked hours of overtime) will be paid in the last paycheck of the fiscal year.
- C. Hours worked on Saturdays and Sundays shall be paid at the rate of one and one-half (1-½) times the hourly rate if those hours exceed 40 hours worked that week.
- D. Hours worked on designated legal holidays shall be paid at the rate of two (2) times the hourly rate plus regular holiday pay for all hours worked.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

Section 1      Grievance Definition

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

Section 2      Aggrieved and Association Grievance Definitions

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

An Association Grievance is a claim by the Association that there has been a violation of any terms of this agreement affecting more than one union member.

Section 3      Purpose

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

Section 4      Employee Rights

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration. Any individual employee may, at any time, present grievances and have them adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

Section 5      Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may be extended by mutual agreement.

Section 6      Informal Discussion

The Association and/or employee who has a concern, or who believes that a grievable event has occurred, is encouraged to notify his/her supervisor of the concern within five (5) business days of when he/she knew, or should have known, of the event occurring. The employee and supervisor have ten (10) business days to work toward resolving the issue before submitting a formal grievance.

Section 7 Level One

- A. If the issue is not resolved by informal discussion as outlined in Section 6, an employee or the Association shall file a grievance, in writing, on the forms provided, with the employee's supervisor and Labor Relations no later than 25 business days from the time they knew, or should have known, of the event. If the grievance is an Association Grievance, it may be initiated at Level 2.
- B. Within ten (10) business days of the filing date, the supervisor shall meet with the aggrieved employee and/or the Association representative in an effort to resolve the grievance. A written answer shall be given within five (5) business days after such a meeting. Copies of the answer shall be given to the Association and the Labor Relations Office.

Section 8 Level Two

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

Section 9 Level Three

- A. If the decision of Labor Relations is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within 15 business days after the receipt of Labor Relations' decision. An impartial arbitrator shall be promptly selected by the parties. In the event the parties cannot agree, an arbitrator shall be selected from a panel of five (5) qualified persons submitted by the Michigan Employment Relations Commission. Selection shall then be made by each party, eliminating one name until one name remains.
- B. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and she/he shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator will be final and binding on both parties.
- C. Each party shall pay its own expenses. The cost of the arbitrator will be shared equally by the College and the Association.

Section 10 Time Limitations

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

**ARTICLE 8  
LEAVES OF ABSENCE WITHOUT PAY**

Section 1      Leaves Under the Family and Medical Leave Act

- A.      Eligibility: Requests for leaves of absence under the Family and Medical Leave Act (hereinafter FMLA) shall comply with the law.
1. Employees who have completed 12 months of service and who have worked a minimum of 1,250 hours are eligible for an FMLA leave.
  2. The employer shall grant up to 12 weeks of job-protected FMLA leave for eligible employees under the current federal law. Current federal law allows leave for the following reasons:
    - a. Incapacity due to pregnancy, prenatal medical care, or child birth.
    - b. To care for the employee's child after birth, or placement for adoption or foster care.
    - c. To care for the employee's spouse (as defined by federal guidelines), son, daughter, or parent who has a serious health condition.
    - d. A serious health condition that makes the employee unable to perform the employee's job.
    - e. Qualifying exigency leave for military service.
    - f. Military caregiver leave to care for an injured or ill service member or veteran.
- B.      Use of Paid Leave Benefits: When the employee's FMLA leave is for the employee's FMLA qualifying event, available sick leave days must be used before any compensatory time, personal business, or vacation time is used. When the employee's leave is for other reasons, (family illness, adoption) the following accrued time may be used as follows:
1. An employee must use sick leave per Article 9, Section A 5.
  2. An employee may use compensatory time.
  3. An employee may use personal business time.
  4. An employee may use vacation time.

In the event the employee wishes to use compensatory time, personal business time, or vacation time, it is the employee's responsibility to notify her/his supervisor.

- C. Calculation of Leave Period: The College will measure the 12-month period as a fixed 12-month period measured at the beginning of each fiscal year (July 1 - June 30) each time an employee uses any leave under this policy.
- D. Notice: Whenever practicable, the employee will provide the employer at least 30 calendar days written notice of the request for leave.
- E. Certification Requirements: Employees must meet certification requirements under FMLA. Human Resources may request documentation after an employee misses three (3) consecutive days to determine whether an absence is potentially FMLA-qualifying. The College may seek review of FMLA requests pursuant to employer rights under FMLA.
- F. Definition of “Child”: For the purpose of the FMLA, “child” includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of a physical or mental disability; or a biological, adopted, or foster child.
- G. Return from FMLA: Upon return from FMLA within the 12-week period, the employee shall be reinstated to the position held immediately before the leave began or to an equivalent position.
- H. Absences beyond 12 weeks for Personal Illness or Injury: If an employee remains disabled beyond the 12-week FMLA period, an extended medical leave will be granted if medical certification of the disability is provided to the Human Resources Generalist.
  - 1. After 12 weeks and up to 18 months, (calculated from the start of the FMLA qualifying absence) and in the event the position the employee held immediately before the leave began is no longer available, an employee will be returned to a position that becomes available if the employee is determined to be qualified for the vacancy. (The College is not obligated to hold the employee’s former position beyond 12 weeks.)
  - 2. After 18 months, if an employee has not been placed in a vacant position, the employee shall be considered an external applicant.
- I. Continuation of Benefits: Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who does not return at the end of the FMLA, or extended paid medical leave, will be required to reimburse the Board for the medical, dental, and vision expenses/premiums incurred as specified by law.

The employee will be responsible for the employee cost share portion of the premium during continuation of insurance. The employee must make arrangements to continue contribution payments during any time they have no income during the period of their leave.

- J. Accrual of Benefits: Seniority, vacation, and longevity shall continue to accrue during FMLA leave.
- K. Intermittent Leave: The employee shall have the right to take the leave on a reduced or intermittent schedule as necessary, based on a physician's written statement.

Section 2 Unpaid Non-FMLA Leaves: General Provisions

- A. Eligibility: At the discretion of the College, full-time employees with at least 12 consecutive months of employment and part-time employees with over 18 months of consecutive employment may be granted leaves of absence without pay.
- B. Approval: Leaves will be granted providing the employee has demonstrated satisfactory performance in the prior year. The Executive Director of Human Resources will notify the employee in writing of the approval or disapproval of the leave.
- C. Reinstatement Rights: Employees requesting a leave shall be granted reinstatement subject to the provisions of Section 3, Reinstatement.
- D. Requesting Leave: Requests for leave without pay shall be in writing, signed by the employee and their immediate supervisor, and shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing by the Executive Director of Human Resources.
- E. Accrual of Benefits: No benefits, including seniority, vacation, and longevity, shall accrue during unpaid non-FMLA leaves.
- F. Continuation of Benefits: The employer-paid medical, dental, and vision benefits shall cease during unpaid, non-FMLA leaves. Continuation of benefits will be offered to the employee through COBRA.

Section 3 Reinstatement from Unpaid Leave

- A. Reinstatement Rights: Reinstatement rights will be based on the total length of all absences combined (i.e., length of leave will be calculated from the first date the employee was absent on leave, regardless of pay status. FMLA leave time is included in this calculation).

- B. Return from Non-Medical Unpaid Leave: Eligible employees returning from any type of unpaid leave shall be reinstated according to the following guidelines:
1. Six (6) weeks or less, the employee shall be reinstated to his/her former position.
  2. After six (6) weeks and up to 12 months, if the position the employee held immediately before the leave began is no longer available, the employee will be returned to a position that is available if the employee is determined to be qualified for the vacancy.
  3. If the employee has applied for a vacancy after the expiration of the leave, but within the 12 months of the start of the leave, the employee will be reinstated in the event the employee is determined to be qualified for the position.
  4. After 12 months, if the employee has not applied for or been placed in a vacant position, the employee shall cease to be an employee of GRCC and shall have no reinstatement.

Section 4 Dependent Child Care Leave

- A. Eligibility: Full-time employees with at least 12 consecutive months of employment and part-time employees with at least 18 consecutive months of employment may request, in writing, a leave of absence without pay for the purpose of dependent childcare. This leave shall run concurrently with qualifying FMLA leave. Such leave may be granted for a period up to six (6) months. Child care leaves must be authorized by the immediate supervisor and shall state the reasons for such leave, including medical documentation of any illness or injury that is cause for such leave.
- B. Approval: Leaves shall be granted providing the employee has demonstrated satisfactory performance in the prior year. The Executive Director of Human Resources will notify the employee in writing of the approval or disapproval of the leave.
- C. Reinstatement Rights: Reinstatement rights following an unpaid dependent childcare leave will follow Section 3 of this Article. (Note: Dependent child is defined according to the IRS guidelines.)



**ARTICLE 9**  
**OTHER TIME OFF ALLOWANCES**

Section 1      Sick Leave

A.      Sick leave will be paid as follows:

1. Employees will be granted one (1) sick day per month of employment, credited in advance each fiscal year. Each employee working 52 weeks will be awarded 12 days. Each employee working less than 52 weeks shall be entitled to a prorated allowance of one (1) day per month of employment for each fiscal year.
2. Newly hired employees will be credited with sick days in advance, one (1) day for each month of scheduled employment through the end of the current fiscal year.
3. Unused sick time accumulates without limitation.
4. In the event an employee separates from the College and has overdrawn on the advanced paid sick leave days, the overdrawn amount shall be deducted from the employee's final pay.
5. Accumulated sick time may be used for the following reasons:
  - a. Absence from work because of disability caused by personal injury or illness or on orders of a physician.
  - b. Normal dental and medical appointments that cannot be scheduled after working hours.
  - c. Illness or injury of an immediate family member (as defined in Article 9, Section 3) not to exceed five (5) days per illness. If employee qualifies for FMLA to care for child/spouse/parent, the employee may use up to 12 weeks accumulated sick time.

Additional time may be approved at the discretion of the immediate supervisor or designee.

- d. To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and three (3) working days for immediate family (as defined in Article 9, Section 3).

6. Employees must notify their immediate supervisor of their intended absence before their scheduled starting time.
7. Employees on unpaid leave shall retain all previously accumulated sick leaves, but shall not accrue sick leave while on leave.
8. Upon termination from the College, all accumulated sick leave will be lost.

B. Return to Work

1. Employees may be required to give their immediate supervisor documentation of the reasons for such absences when reporting to work on the first day following an absence of three (3) or more consecutive work days. Failure to comply with this provision may result in the withholding of pay for such leave days.
2. The employee will be advised before returning to work of the following verification requirements. Employees absent because of disability caused by personal illness or injury on or off the job may be required to provide verification of the disability and may be required by the Executive Director of Human Resources or designee to report for examination to a health care provider of the College's choice. Should the opinion of the College's health care provider disagree with the opinion of the employee's provider, a third opinion may be sought at the College's expense.

Section 2 Bereavement

- A. In the event of the death of an immediate family member, as defined in Article 9, Section 3, an employee will be granted paid leave, not chargeable to accumulated sick time not to exceed five (5) workdays if the deceased lived in the state of Michigan, or seven (7) workdays if the deceased lived outside the state of Michigan.
- B. Bereavement time for the death of friends or other relatives shall not exceed 24 work hours per fiscal year for full-time employees. Part-time employees shall receive prorated bereavement time.
- C. Employees must notify their immediate supervisor of their intended absence before their scheduled starting time, stating his/her relationship to the deceased.

Section 3 Immediate Family Member Definition

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

Section 4 Workers' Compensation

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

Section 5 Jury Duty/Court Appearance

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

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

Section 6 Personal Leave

Each full-time employee is entitled to 24 hours of personal leave each fiscal year (noncumulative). Each part-time employee, scheduled to work at least 20 hours per week, is entitled to 12 hours of personal leave each fiscal year (noncumulative). Only new employees removed from probation will be eligible for leave. New employees shall be credited with prorated personal leave. These days will be granted in the same manner as vacation days. No restrictions apply.

Section 7 Conference or Convention Leave

The supervisor and Budget Control Officer (BCO), or designee, may authorize an employee to attend conferences or conventions with pay. Such request for leave shall be in writing and submitted to the supervisor, BCO, or designee, at least ten (10) business days prior to the leave date requested.

Expenses for attending a conference or convention shall not be paid by the Board unless authorized in advance by the BCO. The conference or convention may be paid by the departmental budget if part of the employee's Performance Development Discussion and Learning Plan.

Should the conference be part of the employee's Performance Evaluation and Needs Assessment, the supervisor shall allow the employee to attend on College time.

**ARTICLE 10  
HOLIDAYS**

Section 1      Holiday Pay

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

Section 2      Working Before and After

In order to receive pay for a holiday, an employee shall work the employee's last scheduled workday before and the employee's first scheduled workday after such holiday. This section shall not apply when there is an approved absence.

Section 3      Holidays

**52-Week Employees**

Holiday	2017/2018	2018/2019	2019/2020
Independence Day	7/4/2017	7/4/2018	7/4/2019
Labor Day	9/4/2017	9/3/2018	9/2/2019
Day before Thanksgiving	11/22/2017	11/21/2018	11/27/2019
Thanksgiving Day	11/23/2017	11/22/2018	11/28/2019
Day after Thanksgiving	11/24/2017	11/23/2018	11/29/2019
Christmas Eve ½ / Variable ½	12/26/2017 (observed due to Christmas Eve on a Sun.)	12/24/2018	12/24/2019
Christmas Day	12/25/2017	12/25/2018	12/25/2019
New Year's Eve ½ / Variable	1/2/2018	12/31/2018	12/31/2019
New Year's Day	1/1/2018	1/1/2019	1/1/2020
Memorial Day	5/28/2018	5/27/2019	5/25/2020

## NON 52-Week Employees Holidays

Holiday	2017/2018	2018/2019	2019/2020
Independence Day	7/4/2017	7/4/2018	7/4/2019
Labor Day	9/4/2017	9/3/2018	9/2/2019
Day before Thanksgiving	11/22/2017	11/21/2018	11/27/2019
Thanksgiving Day	11/23/2017	11/22/2018	11/28/2019
Day after Thanksgiving	11/24/2017	11/23/2018	11/29/2019
Christmas Day	12/26/2017 (observed due to Christmas Eve on a Sun.)	12/25/2018	12/25/2019
New Year's Day	1/1/2018	1/1/2019	1/1/2020
Memorial Day	5/28/2018	5/27/2019	5/25/2020

Non 52-week employees will receive holiday pay for the actual holiday as stated above.

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

### Section 4 Saturday and Sunday Holidays

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

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

### Section 5 Part-time Employees

On holidays, part-time employees will be paid for the scheduled hours they would have otherwise worked on that day.

### Section 6 Variable Holiday

The variable holiday will be used for Christmas Eve and New Year's Eve. Shut down schedules are listed in Appendix C.

**ARTICLE 11  
VACATIONS**

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

A.      Earning Vacation

1. Vacations shall be earned and computed on a fiscal year basis.
2. All newly hired employees will be given five (5) days after six (6) months of continuous service, and
3. First Fiscal year awarded as follows:
  - a. On July 1, employees hired between July 1 and December 31 of the previous calendar year, will be credited with an additional six (6) days.
  - b. On July 1, employees hired between January 1 and June 30 of the current calendar year, will be credited with one (1) day for every five (5) weeks worked between their hire date and June 30, and will be credited with five (5) days after six (6) months of employment (as noted in A.2 above).
4. Employees working less than eight (8) hours per day or less than 40 hours per week, shall be entitled to the prorated vacation allowance that is granted under (E) below.

B.      Use of Vacation

1. Each employee has the responsibility of arranging vacation time with his/her immediate supervisor.
2. Vacation time shall be used by December 31 of the fiscal year following the fiscal year in which it was awarded.
3. Accumulated vacation time is to be used by the date specified. Any employee who is prevented from using the vacation time due to execution of work assignments will have up to ten (10) days automatically extended to the end of the next calendar year (December 31). In the event an employee wishes to have the ten (10) days transferred to his/her sick leave bank, he/she must notify the Director of Payroll in writing by December 31. The decision of the Director or designee shall be final.

4. On an exception basis and due to the requirements of the workload, the immediate supervisor may approve the carry-over of up to five (5) additional unused vacation days to the next fiscal year. Carry-over days must be used by December 31. The supervisor must notify the payroll office in writing by May 31.

C. Scheduling

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

D. Pay

Vacation pay shall be paid in the same manner as regular pay. Prorated vacation for part-time employees shall be based on an 80-hour bi-weekly pay period.

E. Entitlement - Full-time 52 Weeks

Years of Service	Number of Days
Less than one year, but more than 6 months	Refer to article 11 Section 1A
1 year through completion of 5 <sup>th</sup> year	13 days
6 <sup>th</sup> year through completion of 10th year	17 days
11 <sup>th</sup> year through completion of 15th year	23 days
16 <sup>th</sup> year through completion of 20th year	25 days
21 or more years of service	26 days

For Part-time 52-week employees, the number of vacation days shall be granted in days equal to the employee's work schedule.

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

A. Earning Vacation

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

B. Payment

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



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

C. Transfer of Vacation

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

D. Entitlement - Full-time-Non 52 Weeks

Years of Service	Number of Days
Less than one year	One (1) day for each five (5) weeks of continuous employment not to exceed six (6) days. The first year entitlement is to be used after July 1.
1 year through completion of 5 <sup>th</sup> year	10 days
6 <sup>th</sup> year through completion of 10th year	14 days
11 <sup>th</sup> year through completion of 15th year	19 days
16 <sup>th</sup> year through completion of 20th year	21 days
21 or more years of service	23 days

For Part-time Non 52-week employees, the number of vacation days shall be granted in days equal to the employee's work schedule.

E. Status Changes

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

Section 3 Termination

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

## **ARTICLE 12 INSURANCE**

### Section 1 Consortium

- A. The parties agree that the College will establish a continuing Employee Benefit Review Consortium. The Consortium shall consist of representatives of the organized bargaining units at the College and representatives of the Meet and Confer employees. Each College bargaining unit shall appoint representatives, as they deem appropriate.
- B. The Consortium shall meet as needed. The charge of the Consortium is to review insurance benefit plans and costs, and to recommend possible changes to the respective bargaining units. All of the representatives of organized bargaining units of the Consortium must reach agreement prior to any proposed changes being submitted to the respective bargaining units. If any change in health insurance carriers or coverage is proposed by the organized bargaining units of the Consortium, the changes shall be subject to the approval of each individual organized bargaining unit.

### Section 2 Entitlement

The College shall offer each full-time employee (32.5 hours per week) Hospital/Medical Insurance. The College will offer a minimum of three (3) different plan options through the West Michigan Health Insurance Pool. Refer to HR/Benefits for options.

- A. The College shall pay the maximum State mandated hard cap amounts, in accordance with PA 152 of 2011, towards the total cost of employee medical premiums. The Board shall increase the state cap amounts to include state adjusted increases to the maximum amount allowable by law for each new benefit coverage year.
- B. If an employee is not in need of such benefits, the College shall pay up to \$150 per month. Employee must complete waiver of health coverage form and provide proof of other health insurance coverage annually.
- C. Part-time employees will pay a prorated amount based on the number of hours worked, as outlined in Section I.
- D. Employees shall pay this premium cost through pre-tax payroll deductions.
- E. Each employee may select additional coverage as authorized pursuant to the insurance carrier's rules and regulations, paid by the employee via payroll deduction.

F. Each employee must select her/his hospital/medical coverage based on coordination (need and family status) of benefits. The benefits are listed below:

1. Family coverage: Employee plus two (2) or more (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on carrier eligibility guidelines.
2. Double coverage: Employee plus one (1) (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on carrier eligibility guidelines.
3. Single coverage: Employee only.

G. Domestic Partner Program Information

1. Grand Rapids Community College offers medical insurance to domestic partner, providing they meet the eligibility requirements and complete the Domestic Partner Program Affidavit Form and Health Insurance Enrollment Form.
2. To obtain domestic partner health insurance rates, or if you have any questions regarding specific benefits and programs available to domestic partners, please contact Human Resources.
3. Grand Rapids Community College reserves the right to change the eligibility requirements or to suspend or terminate the Domestic Partner Program, including any coverage being provided at any time.

H. Each part-time employee working at least 20 hours per week is entitled to benefits described above and is responsible for the prorated amount based on time worked as follows:

20 - 27 hours = the employee premium for the selected plan and 50% of the portion of the premium otherwise paid by the college.

27 ½ - 32 hours = the employee premium for the selected plan and 25% of the portion of the premium otherwise paid by the college.

APSS employee should contact Human Resources to determine exact amount of cost to the employee.

- I. Each part-time employee (at least 20 hours but less than 32.5 hours per week or 65 hours per pay period) may obtain the same Hospital/Medical insurance as a full-time employee by paying, via payroll deduction, that portion of the premium not paid by the College.
- J. Each employee must complete an election and enrollment form within 30 days from the date of hire to be eligible for insurance coverage or during the open enrollment period. Any changes, i.e., returning from leave of absence, marital status, children, etc., must be reported to Human Resources within 30 days of the qualifying event.

Section 3 Dental/Vision Reimbursement Program

A. Eligibility and Protection

- 1. The College shall provide reimbursement to each full-time employee through an outside vendor.
- 2. For Dental and Vision care provided each fiscal year, the College shall reimburse the employee 90% of the actual charge, which the employee has paid. The College is the secondary provider. All claims should be filed with the primary provider before reimbursement from the College.

Dental and Vision reimbursement combined amount not to exceed \$2,500 per fiscal year (July 1 to June 30) per family.

- 3. Reimbursement shall be for the employee and family as defined in Article 12, Section 2 G. 1 for the following dental/vision care protection.

B. Services and Materials Covered:

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

Oral Maxillofacial Surgery	
Periodontics	
Endodontics	

C. Services and Materials Not Covered:

<b>DENTAL</b>	<b>VISION</b>
Any service or supply not furnished by a licensed dentist	Cosmetic purposes
Any service or supply not reasonably necessary for the dental care of the eligible individual	Non-corrective lenses
Cosmetic purposes	Vision therapy
Any care provided or reimbursed by other sources	Medical and surgical treatment of the eyes (with the exception of Lasik Surgery)
Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature by a person of similar training and experience).	

D. Reimbursement Procedure

1. At the time of employment an enrollment card must be filled out and submitted to the Payroll/Benefits Office. (Note: Payments shall not be processed until these forms are on file in the Payroll/ Benefits Office.)
2. The employee must pay the full cost for dental or vision services and submit the following to the Plan Administrators Office for reimbursement:
  - a. The bill or invoice (the bill or invoice must be itemized).
  - b. Evidence of payment (i.e., itemized bill and paid receipt).
  - c. A complete and signed "Dental or Vision Reimbursement Claim Form."
  - d. Submit Dental or Vision Claims via one of the following methods:
    - Mail: ASR Corporation  
P.O. Box 6392  
Grand Rapids, MI 49516-6392
    - Email: [claimsubmit@srhealthbenefits.com](mailto:claimsubmit@srhealthbenefits.com)
    - Fax: (616) 464-4458

Section 4 Life Insurance

- A. Each full-time (32.5 hours per week) employee shall be entitled to a \$35,000 College-paid life insurance with Accidental Death & Dismemberment.
- B. Those employees covered by this contract working at 20 but less than 32.5 hours per week are entitled to a \$12,000 College-paid life insurance with Accidental Death and Dismemberment.
- C. Each employee who retires or becomes disabled, as certified by a physician, and has at least ten (10) years of employment with the College shall have the life insurance stated in Article 12, Section 4A and B continue for one (1) calendar year from the date the employee retires or becomes disabled.
- D. The life insurance benefit will be paid only on the employee's primary position.

Section 5 Long-Term Disability

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

- A. **Waiting period:** Employees are eligible after two (2) years of full-time active employment with the College and must have exhausted all accumulated sick leave.
- B. **Elimination period:** The elimination period is 90 calendar days except for those employees employed over two (2) years at the College and who meet the vesting requirements of the Office of Retirement Services, ten (10) years, shall qualify for benefits after 60 calendar days.
- C. **Amount of benefit:** The amount of the benefit shall be 50% of monthly earnings of the primary position offset by social security, workers' compensation, disability, pension income, other insurance plans, and other sources of earned income. For those employees meeting the vesting requirements of the Office of Retirement Services of ten (10) years, the amount of the benefit shall be 66-2/3% of the primary position with the same offsets. The maximum monthly benefit is \$4,000.
- D. **Period of payment:** The benefit will be paid until age 65 or the applicable eligibility age for social security benefits if later.
- E. **Pre-existing conditions:** A pre-existing condition is not covered unless the employee has performed the material duties of his or her regular occupation on a full-time basis for five (5) consecutive days following completion of the waiting period. A pre-existing condition is defined to mean a condition for which the employee received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 30 calendar days just prior to the effective date of coverage.

- F. Any employee on long-term disability will continue to have his/her health insurance provided by the College for up to one (1) year of disability. The College will pay up to the cap for the selected plan. The employee shall be responsible to continue to pay his/her portion of the monthly premium for the selected plan.

Section 6 Flexible Spending Account

- A. All employees will have the opportunity to contribute to a flexible spending account, established by the College, to cover medical expenses not covered by health care provider. This also includes uncompensated costs for vision and dental services.
- B. As of January 1 of each year, the employee may elect to contribute up to the IRS cap pre-tax through payroll deduction. This will be done during open enrollment as defined by the College.
- C. All employees shall also have the opportunity to contribute to this account for dependent care. Contributions to the account, up to the IRS cap pre-tax, will be made through payroll deduction for this purpose.
- D. Guidelines for reimbursement from this account will be in accordance with IRS rules and laws governing flexible spending accounts. Reimbursement will be made through a vendor selected by the Board.

**ARTICLE 13**  
**JOB RELATED INFORMATION**

Section 1      Vacant or New Positions

- A.      The College shall notify the employees of all newly created and vacant positions that fall within the classification of employees covered by this Agreement as defined in Article I, Section 2. Within five (5) business days after notice is given, employees may notify the Human Resources Office that they are interested in a position. Such notice shall be submitted in the form of a resume and cover letter, or as otherwise designated by the Human Resources Office.
  
- B.      Qualifications for any position shall be determined by Human Resources according to special skills, knowledge, and demonstrated performance. Tools to evaluate special skills and knowledge shall include one or more of the following: similarity of position responsibilities to employee's previous responsibilities, the ability to establish professional rapport with her/his current immediate supervisor, test scores, in-basket activities, and relevant certifications and degrees. Tools to evaluate demonstrated performance include a combination of the most recent evaluation, letters of reference, commendations, the employee's self-assessment of strengths and growth opportunities, any other information contained in the employee's personnel file, and other documents that the employee wishes to have considered. If an employee applies for a posted position and is determined to be qualified, he/she shall be offered the position. If more than one internal applicant meets the qualifications, the most senior applicant who meets the qualifications shall be selected. Any APSS member, who has applied for a position and has not been selected, may request specific reason(s) within seven (7) working days of the decision. If the employee does not receive, or agree with this decision, refer to Article 7, Section 6.
  
- C.      If an employee applies for and accepts a lower level position, that employee will be placed at his/her current step on the applicable wage scale. (Example: Employee moves from level A, step 2 to level C, step 2)
  
- D.      Any employee who is promoted to a position in a higher pay grade within the employee group, will be placed at the same step on the new grade of the position they assume. This will go into effect as soon as the employee begins working in the new position.
  
- E.      Employees moving laterally will remain at the same step within grade level.



Section 2      Position Security

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

Section 3      Job Sharing

- A.      When an employee (incumbent) requests to have his/her position considered for a Job Share Agreement, the employee will approach their supervisor for verbal approval. The employee will then present a plan for how the efficiency, effectiveness, and integrity of the work will be maintained by having two employees performing the work. A proposed schedule of hours must be included. All Job Share Agreements are subject to the approval of the immediate supervisor and the Executive Director of Human Resources. Upon approval, the vacant job share half of the position will be posted and filled as per Article 13, Section 1, Vacant or New Positions.
- B.      Job sharing employees will both assume the classification of the position.
- C.      In the event one employee of the job share chooses to separate from the job share agreement, the remaining employee may request the continuance of the position as job share from the supervisor. Such remaining employee becomes the primary employee.
- D.      Both employees must sign an agreement to accept full-time employment if the job sharing situation is no longer workable or adversely affects service levels.
- E.      In the event that a job sharing situation is deemed unworkable by the immediate supervisor due to reduced or adversely affected service levels, the employee who originally held the position when the job sharing began, will be offered the position full-time. The other job-sharing employee shall be placed at the top of the layoff/recall list if there are no other positions available for which he/she is eligible. If, however, the original employee does not accept the full-time position, it will be offered to the other job-sharing employee. If both employees decline the offer of the position, it will be posted as a full-time position per Article 13, Section 1.
- F.      Employee performance issues must be dealt with as with any other position.

- G. A leave of absence without pay shall not be available to one (1) employee unless:
  - 1. the other employee agrees to assume the position full-time or
  - 2. an acceptable alternative is available or
  - 3. the employee is disabled.
- H. Both employees agree to participate fully in required functions of the position such as evening work or other duties assigned by the supervisor. Both employees will be allowed insurance coverage pursuant to Article 13, Section 1C.
- I. Both employees and the supervisor will sign a Job Share Agreement form (Appendix A).

Section 4 Replacement Training

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

Section 5 Position Description

All APSS positions shall have a written description that shall be reviewed and updated annually with a copy to the Association and Human Resources Generalist. The immediate supervisor will provide a copy of the job description to each new employee when assigned to the position in order to facilitate the performance of duties.

Section 6 Testing

The parties recognize that skill testing of job applicants is an effective tool in evaluating, fairly and objectively, whether or not applicants meet minimum skill requirements.

- A. Establishing Testing Components: Required skill tests for each level (A, B, C, and D) APSS positions will be determined by Administration and reviewed and agreed upon by the APSS reclassification committee. Required tests will be consistent for each position at each designated level.
- B. Job Positions: All testing requirements and required scores will be posted on both internal and external job postings. Positions will state if an interview will include in-basket activities specific to the posted position. In-basket standards for success will be established prior to posting the position. Successful candidates must obtain 70% or better on the in-basket assignment.
- C. Voluntary Transfers: An employee who applies for a transfer shall be required to take test(s) that are new to the employee (i.e. spreadsheets, Excel, etc.) and/or tests on which the employee did not previously meet the required scores.

- D. Retesting: Employees who apply for a transfer may elect to re-test during the application period to meet the minimum testing requirements.

Section 7 Probationary Period (New Employees)

The probationary period for employees newly hired into the bargaining unit shall be six (6) months of active employment, which may be extended by the Executive Director of Human Resources for up to three (3) additional months at the request of the supervisor. Active employment does not include periods of time without pay. If a new employee's performance is deemed to be unacceptable during the probationary period, the employee may be terminated. During the six-month probationary period, and any additional probationary period, the employee may not apply for other Association positions that are posted.

- A. Initial Conference

Within the first week of employment, the immediate supervisor shall hold an initial conference with the employee. During this meeting, the job description and expectations will be discussed, documented, signed and dated by the supervisor and employee using the checklist provided by Human Resources/Staff Development. A copy of this form is to be sent to Human Resources. A designated bargaining unit representative may be included to review information to assist the new employee and explain the work of the APSS group.

- B. New Employee Evaluation Meeting

No later than three (3) months after the first day of employment, the supervisor will meet with the new employee to complete the first two columns of the Performance Evaluation, due for existing employees by August 31. During this meeting, the employee and supervisor will identify projects/goals for the new employee, determine professional development goals, identify job knowledge priority items and discuss professional skills necessary for satisfactory performance. During this meeting, the supervisor and employee will review the employee's performance using the job descriptions and expectations discussed at the Initial Conference. At this time, concerns should be discussed and documented, signed, and dated by the supervisor and employee using the Initial Conference/Informal Evaluation form. A copy of this form is to be sent to Human Resources.

- C. Probationary Evaluation

No later than six (6) months after the first day of employment, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCC APSS Formal Probationary Evaluation form. The supervisor must determine if the employee has successfully completed the probationary period or place the employee on an additional probationary period of up to three (3) months. This form must be signed and dated by the supervisor and employee. A copy of this form is to be sent to Human Resources.

Section 8 Probationary Period (Internal Transfers)

For all employees in the bargaining unit who transfer from one position to another in the bargaining unit (voluntary only) the following shall apply (forced transfers will NOT be subject to a 90-day probationary period):

- A. Probationary Period  
The trial period shall be 90 calendar days that may be extended by the immediate supervisor for up to 90 additional calendar days. The extension shall be documented on the employee's Probationary Evaluation form. During the initial 90- day period or the additional period, the employee may not apply for other Association positions.
- B. Initial Conference  
Within the first week of employment, the immediate supervisor shall hold an initial conference with the employee. During this meeting, the job description and expectations will be discussed, documented, signed, and dated by the supervisor and employee using the checklist provided by Human Resources/Staff Development. A copy of this form is to be sent to Human Resources.
- C. Transfer Evaluation Meeting  
No later than three (3) months after the first day of transfer, the supervisor will meet with the new employee to complete the first two (2) columns of the Performance Evaluation, due for existing employees by August 31. During this meeting, the employee and supervisor will identify projects/goals for the new employee, determine professional development goals, identify job knowledge priority items and discuss professional skills necessary for satisfactory performance. During this meeting, the supervisor and employee will review the employee's performance using the job descriptions and expectations discussed at the Initial Conference. At this time, concerns should be discussed and documented, signed, and dated by the supervisor and employee using the Initial Conference/Informal Evaluation form. A copy of this form is to be sent to Human Resources.
- D. Probationary Evaluation  
No later than six (6) months after the first day of employment, a formal evaluation will be conducted with the employee by the immediate supervisor. During this formal evaluation, the immediate supervisor shall review with the employee an assessment of the employee's performance using the GRCC APSS Formal Probationary Evaluation form. The supervisor must determine if the employee has successfully completed the probationary period or place the employee on an additional probationary period of up to three (3) months. This form must be signed and dated by the supervisor and employee. A copy of this form is to be sent to Human Resources.

Section 9 Performance Evaluation Process

- A. The Performance Evaluation process is meant to be collaborative and to open dialogue between the employee and the supervisor. The APSS Performance Evaluation is used to assess the performance of an employee and allow supervisors to set expectations for the upcoming year. This assessment addresses annual projects and goals, professional development and job knowledge and professional skills. The supervisor shall allow an APSS employee at least twenty (20) hours per year to complete the courses or training necessary to complete the requirements of the professional development section of the APSS Performance Evaluation. Part-time employees (defined as employees working less than 32.5 hours) will have their professional development requirements (20 hours) prorated. Employees who start after August 1, will have their annual professional development requirements prorated at the rate of 1.7 hours per month.
- B. This section shall apply to all employees who have successfully completed their probationary period, and who are not in a trial period because of transfer.
  - 1. The initial discussion on sections 1, 2, and 3 of the APSS Performance Evaluation shall be identified no later than August 31.

The mid-year assessment of those projects, goals, professional development, job knowledge, and professional skills should be completed no later than February 1 and the Mid-Year Assessment Acknowledgement Form should be signed and dated by both the immediate supervisor and employee and returned to Human Resources.

- 2. The final assessment of the APSS Performance Evaluation shall be completed by June 1, signed and dated by the immediate supervisor and employee and returned to Human Resources.
- 3. During the course of the discussion, if areas of concern require immediate attention. The supervisor will work with Human Resources to develop a written Performance Improvement Plan. Per Section 10.A, Performance Improvement Plans may be implemented at any time performance concerns arise and need not result exclusively from the APSS Performance Evaluation.

Section 10 Performance Improvement Plan (PIP)

- A. A Performance Improvement Plan is created to put an employee on notice of performance deficiencies as well as required steps to correct the deficiencies. PIPs should also indicate support that the College will provide to enable improvement. PIPs are initiated when the quality of an employee's work is deemed unsatisfactory by the supervisor at any time during the fiscal year, or as an outcome of the evaluation process, or if there has been disciplinary action via the Corrective Action Notice (CAN) in the preceding twelve months (not including documented verbal on Corrective Action Notices).

- B. The supervisor will work with Human Resources to develop the PIP. The PIP will include actions the employee must take to improve with timelines for achievement of the actions and for regular meetings between the employee and supervisor throughout the duration of the plan. It will also describe the steps the employer and/or immediate supervisor will take to assist the employee in improvement, including working with Human Resources on professional development opportunities. The plan must be reasonable and achievable within the time frames indicated. Employees will not be expected to undertake improvement activities on their own time or at their own expense, unless the employee chooses to do so. Except in the case of probationary employees, the improvement plan will last a minimum of three (3) months.

Section 11 Work Quality

- A. If the quality of work of an employee is deemed unsatisfactory at any time other than at his/her scheduled evaluation, the employee shall receive a written communication from the immediate supervisor. The process described in Article 13, Section 10 B shall be followed. The Association shall be furnished a copy of any written warning, reprimand, suspension, or dismissal at the request of the employee.
- B. When imposing any discipline (except Performance Improvement Plans), the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline. In the event an employee completes four (4) years of service without a disciplinary action, Corrective Action Notices over four (4) years old shall be permanently removed from the employee's personnel file upon request. Performance Improvement Plan documents remain in personnel files indefinitely.

Section 12 Termination

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

Section 13 Layoff and Recall

In the event the College determines that it is necessary to reduce the number of employees, the College shall notify the employees to be laid off in writing at least thirty (30) working days prior to the effective date of the layoff. Employees shall be laid off in inverse order of seniority within the Association. A laid off employee shall be maintained on a seniority recall list for a period of one year. Employees shall be recalled in inverse order of layoff. If the Administration determines an employee possesses special knowledge and/or skills required for a position, the employee may be recalled out of sequence. If an employee fails to report to work within five (5) working days after being notified of recall by U.S. Mail, mailed to the address currently on file in the Human Resources Office, a second notice by Certificate of Mailing shall be sent. If the employee

does not respond within five (5) working days after being notified by the second Certificate of Mailing, she/he may be terminated unless the time to report is extended by mutual agreement of the employee and the Human Resources Office.

#### Section 14 Forced Transfer

- A. A forced transfer employee is identified as one whose position has been eliminated or substantially changed. "Substantially changed" is defined as a 15% or more increase or reduction in the employee's annual salary, or if the position is formally re-classified to a lower level. If an employee's position is eliminated or substantially changed, the employee shall be notified in writing at least 30 days prior to the effective date.

Article 13.14.B.3 which allows a forced transfer to bump a union member may only be used if the forced transfer is a result of a substantial change or elimination of a position. If a person becomes a forced transfer because their position is formally classified to a lower level, the employee may not exercise this bumping option. If no other vacancy exists, the "forced transfer" employee shall remain in the position he/she holds at the lower grade level. His or her rate of pay will remain at the higher rate, for two years, per the forced transfer language.

- B. A forced transfer employee shall be offered any vacant position and placed according to the provisions set forth below, without regard to classification.
1. If a forced transfer employee is not placed in an available position before the effective date of the position elimination, the forced transfer employee is laid off pending suitable placement. The forced transfer employee may elect to remain on layoff and be maintained on a recall list for a period of one year. During this year, the laid off employee may enroll in any staff learning opportunity offered through Staff Development at no cost to the employee.
  2. Qualifications for any position for a forced transfer employee shall be determined by Human Resources according to special skills, knowledge, and demonstrated performance. Tools to evaluate special skills and knowledge shall include one or more of the following: similarity of position responsibilities to forced transfer employee's previous responsibilities, the ability to establish professional rapport with her/his current immediate supervisor, test scores, in-basket activities, and relevant certifications and degrees. Tools to evaluate demonstrated performance include a combination of the most recent evaluation, letters of reference, commendations, the employee's self-assessment of strengths and growth opportunities, any other information contained in the employee's personnel file, and other documents that the employee wishes to have considered.

3. If a forced transfer employee is not likely to be successful in any of the positions that become vacant before the effective date of the position elimination, the forced transfer employee may displace the least senior unit member in a position for which the forced transfer employee is determined to be qualified. Qualifications shall be determined by Human Resources based on the assessment of qualifications set forth above.
4. If the forced transfer employee elects to displace the least senior unit member, the employee who holds the position that the forced transfer employee will displace shall be notified in writing 30 days before the effective date of layoff. During this notice period, the forced transfer employee shall remain on layoff until recalled. The forced transfer employee is recalled on the date of layoff for the employee who has been displaced.
5. The employee who has been displaced shall remain on a seniority recall list for a period of one year, subject to recall in accordance with the provisions of this contract.
6. If the forced transfer employee is not qualified, the forced transfer employee shall be laid off. The rationale for non-selection will be provided to the employee and the Association. The administrative decision may be appealed through the grievance process.

- C. In the event a forced transfer employee must accept a position in a lower-paying classification, he/she will continue to be paid on the schedule for his/her current classification and is eligible for any performance pay for two (2) years following the transfer to the lower classification. If the employee wishes to retain his/her former classification beyond two (2) years, he/she must apply for and be promoted into other positions at the higher classification.

At the end of the two (2) years, the employee's pay shall be frozen at its then current rate, and the employee will be moved to the schedule for the classification of the position he/she occupies. The employee will not be eligible for performance pay increases until the pay schedule for the position reaches his/her frozen pay rate.

During the two years following the forced transfer, if an employee has applied for and not been the selected candidate for vacancies in his/her previous classification or a higher classification, or if there have been no vacancies, then the employee will continue to be paid on the schedule for his/her former classification and is eligible for any performance pay opportunities for one additional year. After a third year, the pay is frozen as described above.

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



Section 15 Job Reclassification Process

- A. The job reclassification system has been established to handle requests for changes in the level of APSS positions in a manner that systematically evaluates requests against established criteria. The following positions comprise the core members of the Job Reclassification Team - the Executive Director of Human Resources or designee, the President of GRCC APSS, a member of the APSS association, and a member of the administration group appointed by mutual agreement annually, who has a broad knowledge of the operations of the College.
- B. A reclassification request for a GRCC APSS position must include:
  - 1. The appropriate form from Human Resources.
  - 2. An updated job description which, in addition to a listing of duties and responsibilities, includes specific information on education requirements, number of years of experience and software knowledge requirements.
  - 3. The signature of the appropriate Budget Control Officer and Executive Budget Control Officer to verify that this request has been reviewed and to verify that funds are available to support this request.
- C. The reclassification team meets on an as needed basis. Any compensation changes as a result will go into effect the first Monday following January 1 or July 1. Any supervisor seeking an APSS reclassification must submit the approved form and the job description to the Executive Director of Human Resources. The supervisor/ Budget Control Officer must be available to attend the meeting to answer any questions or to provide clarification prior to the team evaluating the new job description. If a reclassification is not granted, the submitting supervisor/Budget Control Officer may request a meeting with the team to review the decision.

Note: All personnel changes (including reclassification requests that have been approved by the Reclassification Team) are required to be submitted to the President/VPs for final approval through the position authorization process.

Section 16 Seniority Termination

Seniority within the Association shall terminate when:

- A. The employee resigns from the employment of the Grand Rapids Community College.
- B. The employee is discharged.
- C. The employee fails to return from layoff or leave of absence.

- D. No credit toward seniority within the Association shall be given to employees for any time worked in other bargaining units or meet and confer groups.
- E. The employee retires.
- F. The employee fails to report to work without notice for three 3 (three) consecutive days.

**ARTICLE 14**  
**WAGES AND OTHER BENEFITS**

Section 1      Wages

2017-2020 (2.5% increase to 2016-2017 schedule)				
STEP	A	B	C	D
1	\$17.76	\$17.08	\$16.42	\$15.08
2	\$18.37	\$17.64	\$16.96	\$15.48
3	\$19.00	\$18.29	\$17.60	\$16.27
4	\$19.58	\$18.84	\$18.14	\$16.90
5	\$20.12	\$19.39	\$18.70	\$17.43
6	\$20.74	\$20.03	\$19.30	\$18.02
7	\$21.31	\$20.63	\$19.93	\$18.61
8	\$21.96	\$21.24	\$20.34	\$19.24
9	\$22.54	\$21.88	\$21.15	\$19.81
10	\$23.17	\$22.46	\$21.69	\$20.33

**2017/2018**

- No step
- 2.5% Increase applied to 2016-2017 Schedule
- Stipend amounts: \$700 for Step 10 and \$375 for Step 1 through Step 9

**2018/2019**

- Step movement based on performance
- Stipend of \$700 for persons who are on Step 10

**2019/2020**

- Step movement based on performance
- Stipend of \$700 for persons who are on Step 10
- Annual Degree Pay (refer to Article 14 Section 8)

**Stipends**

- Must be actively employed to receive stipends.
- Stipends will be paid out in the first full pay period of the fiscal year.
- Stipends will be prorated based on regularly scheduled hours.
- Top step stipend is based on step that employee is on as of June 30 of the preceding fiscal year.

Section 2 Step Movement Based on Performance:

Bargaining unit members who have not reached the top step of their salary schedules shall be eligible for advancement of one step for each fiscal year that step advancement has been negotiated (See Article 14 Section 1), under the following conditions:

- No discipline (Corrective Action Notices in personnel file) within the preceding twelve months (a documented verbal warning will not be considered discipline under this provision).
- Average rating of 2 or above overall for the Performance Evaluation, including; Projects and Goals, Professional Development, and Job Knowledge and Professional Skills.
- Each supervisor will meet with their Support Professional no later than February 1 of each year of the contract to provide the employee with mid-year feedback on performance.
  - This meeting will be documented and signed by both the employee and the supervisor and submitted to Human Resources.
  - Should unforeseen circumstances arise, the employee and supervisor can meet at a mutually agreeable time shortly after the deadline and acknowledge the extension on the documentation submitted to Human Resources.
- If a supervisor does not complete the mid-year performance review and/or the end-of-year evaluation, the employee shall automatically receive the negotiated increase as long as the employee has had no discipline (CAN) within the preceding twelve months, is not on a Performance Improvement Plan as of June 30, and has completed his/her Professional Development requirements.

Section 3 Longevity

For the purpose of longevity, the number of years of service shall be computed once each year, as of June 30, and be payable on the first pay date in November. Longevity will be calculated based on the prior fiscal year service. Employees assigned to work less than full-time shall receive the benefit prorated to their assignment. If a part-time employee becomes full-time, full credit shall be given for years worked as part-time. Employees hired before December 31 will be considered as one full year. An employee, who has retired from Grand Rapids Community College and has returned, begins accruing longevity credit anew.

Longevity will be paid on a prorated basis for the amount of actual time worked during the fiscal year whenever an employee leaves an Association position (for example, retirement, promotion, resignation, etc. during the fiscal year).

Section 4 Longevity/Computation

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

	<b>2017-2020</b>
5 years	564.46
10 years	846.69
15 years	1179.42
20 years	1474.26
25 years	1769.12

Section 5 Retirement

- A. Eligibility: The College is part of the Michigan Public Schools Retirement System, (MPSERS). All employees, except for MPSERS retirees, are immediately eligible to be in this program. The College’s contribution rate is determined annually by MPSERS. Employee contributions are determined by the plan.
- B. Enrollment: Enrollment forms are available from the Human Resource Department and should be completed upon hire. Questions or changes regarding retirement benefits should be directed to Payroll/Benefits.
- C. Payout of Benefits: Each employee who has reached the age and service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Community College shall receive, upon retirement, the amount of \$40 per day for each accumulated sick leave day(s) or \$45 per year of service, whichever is greater.
- D. Special Pay Plan: Benefits payable at the time of retirement (accumulated vacation and sick time) will be paid through a tax-deferred account that has been established by the Board.

Section 6 Tuition Reimbursement

Tuition Reimbursement: All non-probationary employees are eligible. Part-time employees working at least 40 hours per pay period qualify for GRCC courses only. (This benefit is not prorated).

If eligible, an employee may take courses at other institutions and have the cost of tuition reimbursed at not more than \$300 per credit hour, with a maximum of 12 earned credit hours per year.

- A. Courses eligible for approval must be related to any current or future GRCC assignment and includes those courses for degree completion.
- B. To apply, employees must complete forms and receive approval for the course(s) on or before the second week class is in session.
- C. Upon completion of an approved course, the employee shall complete and submit a tuition reimbursement form along with a copy of the earned grade and proof of payment to the Human Resource Department for processing.

Section 7 Tuition Waiver for Grand Rapids Community College

- A. Tuition for Employee, Employee Spouse and Eligible Children:
  - 1. Part-time and full-time employees shall be eligible after six (6) months of the college employees' continuous employment and successful completion of the probationary period prior to the beginning of the class start date.
  - 2. Part-time employees working at least 40 hours per pay period qualify for GRCC courses only. (This benefit is not prorated).
  - 3. Employees that are less than 40 hours per pay period will be eligible for a waiver for self only, for 4 contact hours per semester.
- B. Employee, employee's spouse, or dependent children (unmarried: children, stepchildren, or foster children up to the age of 24) may receive waiver for tuition and fees according to the guidelines that follow:
  - 1. Employees on unpaid leave of absence shall not qualify for any of the benefits under this provision.
  - 2. Tuition and fees will be waived for the first 12 contact hours, regardless of any other available sources of financial aid.
  - 3. Employee's course work may not interfere with the employee's assignment unless the regular work schedule is adjusted. The adjusted schedule must be approved in writing by the immediate supervisor, and a copy must be submitted to the Executive Director of Human Resources prior to the schedule change.

4. Tuition waiver for each full-time employee, spouse, and eligible children shall not exceed twelve (12) contact hour each and related fees including differential tuition (regardless of residency) at Grand Rapids Community College per semester (Fall, Winter, and Summer). The tuition waiver may be used for non-credit courses at GRCC if they lead to a national certification. The waiver benefit will be equated to dollars based on a calculation of 12 contact hours at the resident rate and all standard fees charged to a student enrolled in 12 contact hours. These fees currently include: student records fees, technology fees, campus activities fees, and facilities maintenance fees. If new universal fees are added, these will also be included in the equation. The tuition waiver cannot be applied to non-credit courses taken for personal interest, CEU, and employer specific training. Tuition waiver does not include books and the employee will be responsible for covering these costs.
5. In cases where an employee and their spouse or both are employed with GRCC, Meet & Confer, APSS, or Campus Police employee groups, their dependents will be allowed a maximum of 24 contact hours per semester.
6. In cases where an APSS member's spouse is CEBA, faculty, or adjunct faculty, their dependent tuition waiver will be coordinated per the handbook and their collective bargaining agreement language, Section 7.

Section 8 Degree Pay

A. Bachelor's or Master's Degree

Annual degree pay will begin in the third year of the contract (2019/2020). Annual degree pay will be paid on the first full pay period of the fiscal year. New hires do not receive degree pay upon hire. In order to receive degree pay, official transcripts must be on file with Human Resources prior to end of preceding fiscal year.

Bachelor's:	\$400
Master's:	\$500

B. Associate's Degree

Support Professionals hired as of July 1, 2017, who earn their Associate's Degree while employed at GRCC will receive a one-time, lump sum payment in the amount of \$250 after submission of an official transcript to Human Resources. New hires who have associate degrees at the time of hire will not receive money for the associate degree. Associate's degree pay is only paid if it is the highest degree earned.

Section 9 Parking

Each employee shall pay \$10 per month from September through April in exchange for the opportunity to be assigned parking on campus.

Section 10 Temporary Assignments

An employee who temporarily assumes the duties of another position shall be paid either their regular rate of pay or step one of the job classification of the temporary position, whichever is higher, for all hours worked.

Section 11 Overpayment/Underpayment

The parties agree that where an overpayment or underpayment to a bargaining unit member has been discovered, restitution will be made based upon the amount overpaid or underpaid over the past three (3) years. In the case of overpayment, the bargaining unit member shall be given the opportunity to make restitution through payroll deduction or for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less.



**ARTICLE 15**  
**MISCELLANEOUS**

Section 1      **Unscheduled Shutdown**

In the event of an unscheduled shutdown of the College or worksite, employees who are released from scheduled work will be paid for their regularly scheduled work hours.

Section 2      **Automobile Vandalism and Theft**

Employees shall be reimbursed for damage to the employee's automobile because of vandalism or theft at the rate of up to \$100 on the first claim within each fiscal year and total payment on second or subsequent claim within the same fiscal year. This provision does not cover auto accidents that occur in designated college parking areas. This reimbursement is subject to the following conditions:

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

Section 3      **Tuberculosis Test**

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

Section 4 Mileage

Each employee required by the administration to use her/his personal automobile for College business shall be reimbursed per mile at the current established IRS rate.

Section 5 Vacation Donation

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

- A. Donation of vacation days: a bargaining unit member with a minimum of two (2) years of service shall have the right to donate up to five (5) vacation days per year to a qualified member(s) of CEBA, APSS, POLC, and/or Meet and Confer employee groups.
- B. Eligibility to receive donated vacation days, recipients must:
  - 1. be a member of CEBA, APSS, POLC, and/or Meet and Confer employee groups;
  - 2. qualify for FMLA leave; and
  - 3. have exhausted all paid sick and vacation days.
- C. Process:
  - 1. Donations will only be accepted to fulfill the FMLA period (12 weeks)
  - 2. Donated vacation days will be applied to the recipient in the order donated
  - 3. Donations that go beyond the FMLA period will be returned
  - 4. Benefits for a recipient of donated vacation days will continue per the FMLA policy. In the event an employee does not return from FMLA, repayment of benefits will be in accordance with FMLA policy.
  - 5. To donate time, member must complete and sign a Vacation Bank Transfer Request form. Forms are available upon request from the Human Resources representative. The completed and signed form will be submitted to the Payroll Department for processing.

**ARTICLE 16**  
**AGREEMENT AND NO STRIKE AGREEMENT**

Section 1      Agreement Terms

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

Section 2      No Strike

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



**ARTICLE 17**  
**DURATION**

This Agreement shall be for a period of three (3) years beginning July 1, 2017 and terminating, inclusive, June 30, 2020. Renegotiation of this Agreement for subsequent years shall be commenced by GRCC APSS Association giving written notice on or before March 30, 2020. In the event no such notice is given at that time, this Agreement shall be extended for successive one-year periods. Unless otherwise stated, all provisions of the Agreement shall be effective.

THE BOARD OF TRUSTEES  
FOR GRAND RAPIDS  
COMMUNITY COLLEGE

GRAND RAPIDS COMMUNITY COLLEGE  
ALLIANCE OF PROFESSIONAL  
SUPPORT STAFF (APSS)

BY \_\_\_\_\_  
Its Chairperson

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Team Member

BY \_\_\_\_\_  
Chief Negotiator



**APPENDIX A  
 GRAND RAPIDS COMMUNITY COLLEGE  
 APSS JOB SHARE AGREEMENT**

Position Title		Effective Date	
Primary Position Holder			
Secondary Position Holder			
Level of Position			
Supervisor			

Work Schedule (recommended schedules)

1. Each party works half day;
2. Each party works 2 half-days
3. Each party alternates 3 days one week, 2 days the next

Primary Position Holder Schedule	
Secondary Position Holder Schedule	

**SIGNATURES**

\_\_\_\_\_  
 Primary Date

\_\_\_\_\_  
 Secondary Date

\_\_\_\_\_  
 Supervisor Date

\_\_\_\_\_  
 Human Resources Date

Appendix A continued  
Grand Rapids Community College  
APSS Job Share Agreement

By signing this agreement, it is fully understood by all parties that:

1. Work should be a compatible situation where one party need not rely on the other party to accomplish projects.
2. Participants must not be in a supervisory role.
3. Both parties of this agreement agree to participate fully in the required functions of the position.
4. In the event of an absence, it will not be required that the other party be responsible to fulfill scheduled hours.
5. Holiday pay will be granted to the employee that is scheduled to work that day.
6. The combined Job Share position will not exceed 40 hours for each party per pay period.



## APPENDIX B HOLIDAY SHUTDOWN

GRCC will implement a Holiday Shutdown for the non-holiday days between Christmas and New Year's (referred to as "Shutdown Days"). To be eligible for the holiday shutdown, employees must be required to work during the scheduled shutdown period as part of their regular work week/year.

	2017/2018	2018-2019	2019-2020
Holiday shutdown period begins: Christmas Eve: ½ holiday and ½ variable holiday	12/26/2017 (Tues.) observed (due to Christmas Eve on a Sunday)	12/24/2018 (Mon.)	12/24/2019 (Tues.)
Christmas Day	12/25/2017 (Mon.)	12/25/2018 (Tues.)	12/25/2019 (Wed.)
Shutdown day	12/27/2017	12/26/2018	12/26/2019
Shutdown day	12/28/2017	12/27/2018	12/27/2019
Shutdown day	12/29/2017	12/28/2018	12/30/2019
New Year's Eve: ½ holiday and ½ variable holiday	1/02/2018 (Tues.) observed (due to NYE on a Sun.)	12/31/2018 (Mon.)	12/31/2019 (Tues.)
New Year's Day	1/1/2018 (Mon.)	1/1/2019 (Tues.)	1/1/2020 (Wed.)
Holiday shutdown ends. Return to work:	1/3/2018 (Wed.)	1/2/2019 (Wed.)	1/2/2020 (Thurs.)

**Employees working during shutdown period:**

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

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

If an employee is scheduled to work on any of the shutdown days indicated above, the employee will be paid at his/her regular straight time rate of pay. In exchange for working the shutdown day, employee's will receive one hour of compensatory time, in lieu of shutdown time off, for each hour they work during the Holiday Shutdown up to eight hours per day.

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