



AGREEMENT

Between

The Board of Trustees of St. Clair County Community College

and

St. Clair County Community College

Michigan Education Association Educational Support Personnel

July 1, 2016 through June 30, 2019

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ARTICLE 1 - AGREEMENT

- 1.1** This Agreement is entered into this July 1, 2016 by and between the St. Clair County Community College Board of Trustees, hereinafter called the Board or College and the Michigan Education Association Educational Support Personnel, MEA/NEA, hereinafter called MEA-ESP, or Association, through its local affiliate for the Master Agreement in effect July 1, 2016 through June 30, 2019.
- 1.2** This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- 1.3** The College and the Association recognize the importance of orderly labor relations for the mutual interest and benefit of the College, employees, and the Association. The College and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the College in conflict with this agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- 1.4** The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or unless changed by written, mutual consent. Any previously adopted policy, rule, past practice or regulations of the parties which are in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- 1.5** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 1.6** The Association agrees that so long as this Agreement is in effect, neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slow down, or stoppage of work. The College agrees that so long as this Agreement is in effect, there shall be no lockout, nor shall the College engage in any unfair labor practices.
- 1.7** If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group or bargaining unit members or employees is held to be contrary by law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

 - A.** It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence.
 - B.** All understandings, awards, and/or Agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

ARTICLE 2 - RECOGNITION

- 2.1** The College recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to employment for the entire term of this Agreement for all full-time and regular part-time personnel as described in Appendix A of the ESP Agreement excluding all other employee groups.

- 2.2** Unless otherwise indicated, the term Employee when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.
- 2.3** No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the College or any of its agents or representatives, unless it has been made, ratified, and agreed to in writing by the College and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein unless expressly so stated in the aforementioned agreement.

ARTICLE 3 - EMPLOYER RIGHTS

- 3.1** The Board of Trustees retains all rights, powers, and authority exercised or had by it prior to the date hereof except as specifically limited by express provisions of this Agreement and under the law. Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment or agreement has been reduced to writing and agreed upon by an authorized representative of both parties. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual job description of members of the bargaining unit.

ARTICLE 4 - ASSOCIATION RIGHTS AND SECURITY

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

4.1 Special Conferences

Special conferences for important matters will be arranged between the Association President and the designated representative of the College upon the request of either party. Such meetings shall be between at least two (2) representatives of the Association and two (2) representatives of the College. Affected Supervisors shall be notified of such meetings or conferences by the College.

4.2 Bulletin Boards and College Mails

The Association shall be provided with bulletin boards or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the College mails to distribute Association materials to its membership at the college unless prohibited by law.

4.3 Use of Facilities and Equipment

The Association may use the buildings of the College for meetings without charge, provided there is no additional cost to the College unless prohibited by law. Additional costs will be absorbed by the Association with arrangements being made through the Vice President of Administrative Services or designee of the College prior to the meeting. Machines to be used in preparation of Association materials will be designated by the College Vice President of Administrative Services. Any costs for materials, i.e., paper, supplies, used by the Association will be reimbursed to the College by the Association.

4.4 State and National Association Representatives

Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on College property provided that this shall not interfere with nor interrupt normal College operations.

4.5 Association Representation

Employees shall be represented by representatives of the Association. Association representatives shall be employees of the bargaining unit. The Association shall furnish, in writing, to the Director of Human Resources or Designee, the names of Association representatives upon their election or appointment.

4.6 Bargaining Unit Work

- A.** The College agrees that supervisors or non-unit personnel shall not be used to displace employees regularly employed in the bargaining unit, except in temporary situations to maintain effective operations of the college. The Union agrees to cooperate with the college to mitigate these circumstances through the concept of anyone, anywhere, anytime, anything.
- B.** The College will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance therewith, the College will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the College or (b) the schedule for such work cannot be met with the equipment or skills available for such work as determined by the College.
- C.** With respect to campus patrol personnel, the College shall continue its past and present practices with reference to use of student help, outside security units, custodial /maintenance procedures, and extra assistance at special functions. However, campus patrol personnel, if qualified, shall be given first choice of extra work before outside security personnel are hired.

4.7 Report

The College shall provide the Association President with a report within ten (10) days of an occurrence consisting of the following ESP personnel changes as they occur:

New Hires - Permanent/Temporary with first day worked, name, address, department and number of hours per week if other than full-time

Leaves of Absence longer than 10 days - Last day worked and expected date of return, Name and Department as permitted by law

Resignations/Terminations - Effective Date, Name and Department

Transfers - Effective Date, Name, Old Position, New Position

Layoff - Effective Date, Name and Department

4.8 Time for Association Business

Association members may be allowed reasonable time to participate in necessary functions such as grievances or other contractual obligations. The Association president or his/her designee shall be granted time without loss in pay when his/her presence is required to fulfill contractual obligations regarding member representation. Time granted must have supervisor approval.

ARTICLE 5 - ASSOCIATION DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS

5.1 Employees who join the Union may have their Association dues paid by payroll deduction upon written authorization of the employee. Joining the bargaining unit is at the discretion of the employee.

- 5.2** Payroll deductions for the following purposes shall be made upon written authorization of the employee.
- A.** Association dues (including State, Local, and National Association dues, assessments) unless prohibited by law.
 - B.** Health care provider premiums.
 - C.** Programs approved by the College. List shall be maintained by the payroll office.
 - D.** Financial institutions as determined by the College.
- 5.3** The Association agrees to indemnify and to hold the College harmless from any and all costs, attorney fees, and damages which may be incurred or assessed against the Board or its members, or the College as a result of the dues deduction so long as the College notifies the Association of any such legal action and permits the Association, at its own expense and through its own counsel, to defend such action. Such deduction for Association dues and fees shall be remitted on a monthly basis, no later than the 10th of the following month, by arrangement of the Director of Human Resources and the Association.

ARTICLE 6 - EMPLOYEE RIGHTS AND PROTECTION

6.1 Non-Discrimination

- A.** Nothing contained within this Agreement shall be construed to deny or restrict any rights an employee may have under applicable laws and regulations.

6.2 Discipline

- A.** No employee shall be disciplined without just cause. An employee can only be disciplined for their conduct, actions, or inactions, in specific episodes when just cause exists. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- B.** An employee shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no meeting shall occur with the employee until a representative of the Association is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the College of the right to representation under this provision of the Agreement.

6.3 Employee Files and Records

- A.** An employee shall have the right to review the contents of his/her own official personnel file and College records, excluding initial references, originating after initial employment and shall have the right to have a representative of the Association accompany him/her during such review.
- B.** Subject to the employers obligations under law, the only individuals who shall have access to an employee's official personnel file shall be the employee, his/her immediate supervisor, the Director of Human Resources or his/her designee, College Officials having a legitimate college business interest and any individuals authorized by the employee in writing.
- C.** Employees shall receive notice of all material in the nature of complaints that are to be made a part of their personnel file. The employee may submit a written notation or response regarding any material, including complaints, and the same shall be attached to

the file copy of the material in question within thirty (30) days of employee review. If the employee believes that material to be placed in his/her file is inappropriate or in error, adjustment may be obtained through the grievance procedure.

- D. The College further agrees that no personnel files or employment records will be released to third parties unless ordered by a court, MERC, or pursuant to a lawfully issued order, FOIA, or subpoena. In the event a request is made for such records, the College shall promptly notify the employee.
- E. Requests by the employee for release of information from an official personnel file must be accompanied by a release form signed by the employee. The signed release form shall be kept in the employee's personnel file.
- F. There shall be only one official personnel file for each employee; the records kept in this file shall include:
 - 1. Applications, professional credentials, and letters of recommendation
 - 2. Letters of intent to hire
 - 3. Testing information
 - 4. Evaluations
 - 5. Letters of discipline and/or dismissal
 - 6. Release forms
 - 7. Any other material relating to job performance and/or change in status
 - 8. Any job-related materials the employee wishes to include subject to approval of the office of Human Resources.
 - 9. Other materials as determined appropriate by the head of the Human Resources Office after being shown to the employee that are job related.

Letters of discipline shall be kept for two (2) years from the date of the incident; should no other similar incidents be recorded, then such letters may be removed from the personnel file at the discretion of the College.

ARTICLE 7 - WORKING CONDITIONS

- 7.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. If the above conditions exist, the employee may request and/or the supervisor shall assign the employee to other work areas.
- 7.2 Employees shall not be held accountable or made responsible for the administration or supervision of any building except in cases of emergency or where job descriptions assign said responsibility.
- 7.3 The College shall continue to provide rest areas, and restrooms for employee use.
- 7.4 College employees may park in the college lots or in assigned parking areas without cost.
- 7.5 Any required physical exam or TB test shall be done at the expense of the College.

ARTICLE 8 - WORK SCHEDULE AND OVERTIME

- 8.1 The work schedule for employees shall be as follows:
 - A. The full-time workweek shall consist of thirty seven and one-half (37.5) hours. Paid leave time shall count as part of the workweek.

- B.** The workday shall consist of seven and one-half (7.5) hours, not including lunchtime, except as provided in 8.1.C below. The College shall be free to establish a work schedule for employees as is necessary for the operation of the College. The Association acknowledges that certain employees will be required to work shifts starting earlier than 8:00 a.m. and some shifts continuing after 4:30 p.m., as determined by the College.
- C.** Should the College adopt a flexible hour workweek, total straight time weekly hours shall not exceed thirty seven (37.5).

8.2 Overtime work, as defined below, shall be compensated at the rate of time and one-half (1/2).

- A.** For any employee, overtime shall be paid for all hours worked in excess of forty (40) per week.
- B.** Full-time employees shall be paid overtime for work on Saturday and/or Sunday if hours worked for the week are in excess of 40 hours, unless part of the regular workweek.
- C.** Part-time employees shall be paid overtime for the sixth (6th) and seventh (7th) day of work in a workweek.
- D.** Holidays and vacation days other than the day on which overtime occurs, shall count as time worked for purposes of overtime computation. Personal and paid leave days will only count towards overtime computation when the scheduling of said hours is mandatory.

8.3 Double time will be paid for all hours worked on holidays.

8.4 All employees, called in to work on short notice of twelve (12) hours or less, shall be paid for a minimum of two (2) hours, payable at their regular rate of pay unless they are in an overtime situation or it is a holiday, in which case, they shall receive the overtime or holiday pay, whichever is appropriate.

8.5 In any instance where weather or other acts of God cause the closing of the College, employees not required to report shall suffer no loss of pay or benefits. Campus patrol personnel, if scheduled for assigned duty or called in to work on a day the College is closed due to weather or other acts of God, shall receive time and one half for all hours worked on said days.

8.6 All employees working five (5) or more hours a day shall be entitled to an unpaid, duty- free, uninterrupted lunch period of sixty (60) minutes.

8.7 All employees shall be provided relief time of fifteen (15) minutes away from their workstation in the morning and in the afternoon. Part-time employees working less than two and one half (2 1/2) hours in the morning, or two and one-half (2 1/2) hours in the afternoon, are excluded from this provision. Campus patrol personnel shall remain available on campus during their relief time.

8.8 Overtime shall be divided among employees within each department:

- A.** No employee will be required to work over forty-four (44) hours in any one (1) week.
- B.** Overtime usage information will be maintained by each department supervisor. Overtime will be offered to each employee on a rotation based on seniority within the department. Overtime that is refused by an employee will be recorded.
- C.** In the event that overtime is not distributed properly the remedy shall be that a member who has missed an opportunity for overtime will be given the chance to work the next available overtime hours until the member has been made whole in terms of time lost or has refused the equivalent number of hours.

- 8.9 If non-probationary employees are not required to report for duty during the interval between Christmas Day and New Year's Day, they shall not suffer any loss of pay or benefits.
- 8.10 Campus Patrol personnel shall be scheduled on a monthly basis at the discretion of the College. Schedules shall be available by the 15th of the preceding month. Such schedules shall be posted in the Campus Patrol office. Schedules may be changed prior to two (2) weeks of the affected work date at the discretion of the College; within two (2) weeks of the affected work date, schedules may be changed only with the mutual agreement of the employee and the immediate supervisor.
- 8.11 Employees may be allowed a reasonable amount of time to be used for participation in College committees/activities as mutually agreed upon by the employee and supervisor.

ARTICLE 9 - JOB CLASSIFICATIONS

- 9.1 Whenever new jobs are established in the bargaining unit, the College shall establish the job, its duties, qualifications, and the rate to be paid. The College shall notify the Association of such job establishment prior to implementation. The Association reserves the right to negotiate wages, hours, and other conditions of employment for these positions.
- 9.2 Job descriptions shall be developed, and maintained by the Department of Human Resources for all positions within the bargaining unit.
- 9.3 Job classifications are good for the life of the contract.

ARTICLE 10 - EVALUATION

- 10.1 Each year, the immediate supervisor shall submit a written evaluation of the performance of each employee under his/her supervision on the form provided in Appendix C.
- 10.2 Evaluations for new employees shall be made no later than the completion of six (6) weeks from the starting date of employment and three (3) months from the starting date of employment. Dismissals occurring during the new hire probationary period are non-grievable. Thereafter, employees shall be evaluated, as provided in Appendix C between April 1 and June 30 annually.
- 10.3 If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve.
- 10.4 All evaluations must be discussed with the employee before they are placed in the personnel file. The evaluation shall bear the signature of the evaluator and the employee. Employees are required to sign the evaluation to indicate they have been given a copy. An employee will be provided the opportunity to discuss his/her evaluation with the supervisor. An employee's signature on the form will not constitute agreement with the evaluation but will merely acknowledge receipt of a copy of the evaluation.
- 10.5 After consultation with the supervisor, the employee shall have the right to add remarks, statements, or other information pertinent to the evaluation within ten (10) workdays. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the supervisor.

- 10.6** No comments shall be added to the evaluation after it is signed by the parties.
- 10.7** In the event of an unsatisfactory evaluation, the supervisor shall provide the employee with a program for improvement with a specific timeline. The employee shall be re- evaluated upon the completion of the improvement program. Unsatisfactory evaluations may constitute grounds for discipline.

ARTICLE 11 - SENIORITY

- 11.1** Seniority is defined as length of continuous service within the bargaining unit and shall be computed from the employee's first day of work (as a member of the bargaining unit) since the most recent date of hire. In the circumstance of more than one individual having the same first day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. Employees so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly in the presence of the Association president and at a time and place that will reasonably allow affected employees to be in attendance.
- 11.2** Association negotiators and elected officers by virtue of their positions shall be placed at the top of the seniority list while holding office for the purpose of layoffs and recalls.
- 11.3** All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained and frozen if severance of employment is due to layoff.
- 11.4** Seniority shall continue to accumulate, but wage credit shall not be given, for up to one (1) year for the following unpaid leaves of absence:
- A.** Military service as required by law (may be longer than one (1) year).
 - B.** Medical or disability.
- 11.5** Seniority shall be frozen for all other leaves of absence.
- 11.6** Probationary employees shall have no seniority until the completion of a probationary period of ninety (90) days at which time seniority will revert to their first day of work.
- 11.7** The College shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and distributed to the Unit President within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and distributed annually thereafter to the Association.
- 11.8** Part-time employees shall accrue seniority prorated to the percentage their regularly scheduled time is to full-time. Less than fifty-two (52) week employees shall accrue seniority on a yearly basis prorated to a full-time forty (40) week basis. An employee can accrue no more than one (1) year seniority in a fiscal year.

ARTICLE 12 - VACANCIES, TRANSFERS AND PROMOTIONS

- 12.1** A vacancy shall be defined as any unit position, either newly created or a present position, that is not filled, provided the College retain the right to reorganize or discontinue positions. The following are not vacancies:

- A. Part-time positions that are elevated to full-time
- B. Positions to be vacant for six (6) months or less;
- C. Positions vacant for twelve (12) months or less because of medical disability or illness.

12.2 All ESP vacancies shall be posted on the college's website, given to the Association President or designee and MEA-ESP Bulletin Boards. Postings will include type of work, location of work, rate of pay, hours to be worked per week, classification/band, qualifications and duties. Vacancies shall be posted for a minimum of five (5) working days.

Interested employees may apply per directions on the posting to the Office of Human Resources within the posting period.

- 12.3** All internal applicants will be granted an interview. Testing for all applicants will be equally applied.
- 12.4** The College shall make a decision to fill or not fill a position. Within three (3) workdays after the decision has been made relative to the filling of the vacancy, the College will notify, the President of the Association of its decision.
- 12.5** In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a twenty (20) day trial in which to show his/her ability to perform on the new job. No additional increase on the wage schedule will be given after this trial. The College shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to College standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or if the employee so desires, then he/she shall be returned to his/her previous assignment, if the position is still available.
- 12.6** If the College requests an employee to transfer to a lower classification, other than for the employee's job performance, the employee shall retain the higher pay rate until the pay rate at the lower classification increases to meet the level of the higher classification.
- 12.7** Involuntary transfers will be implemented only for reasonable and just cause.
- 12.8** Any employee asked by a supervisor to temporarily assume the duties of another employee, will do so without change in pay as long as their pay rate is contained on the band they are working.
- 12.9** Vacancies shall be filled at the discretion of the College:
- A. If the vacancy is expected to be for six (6) months or less, the College may hire a temporary employee or offer the position to a regularly assigned ESP member.
 - B. If a vacancy which was expected to be for six (6) months or less goes beyond six (6) months, the position shall be posted or vacated
 - C. Part-time employees desiring additional temporary hours shall notify the office of Human Resources. Qualified part-time employees may be selected for extra assignment/ additional hours when doing so will not prevent them from fulfilling their original part-time assignment. The College's selection from this list may be made without regard to seniority. The additional short-term assignment shall not affect benefits status. There will be no change in pay as long as the employee's pay is contained within the pay band of the assignment.
- 12.10** New employees shall be required to serve a ninety (90) calendar day probationary period. Said probationary period may be extended for Union employees with mutual consent of the Union and the College.

- 12.11** New hires must remain in their new position(s) a minimum of twelve (12) months before voluntarily changing positions within the College. Employees who voluntarily receive promotions or transfers must remain in their new position(s) a minimum of six (6) months unless another transfer would result in a promotion or increase from part-time to full-time. Involuntary transfers or positions resulting from bumping and layoff shall have the above time requirements waived. The above time requirements may be waived by the College.
- 12.12** If an employee voluntarily applies for, is granted, and accepts a transfer, promotion or demotion the employees pay rate shall be adjusted accordingly if necessary when he/she begins the new position, and the employee shall be placed in the appropriate pay band.

ARTICLE 13 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- 13.1** The College may make adjustments in staffing for appropriate reasons. Layoff shall be defined as a reduction in work force or working less hours than the hour range described on the hiring posting.
- 13.2** No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified in writing of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.
- 13.3** If it is apparent a layoff is imminent, the Association and the College shall meet twice (2) for one (1) hour each session to identify a mutually acceptable solution. Meetings to be scheduled by the College with reasonable notice. If no such solution can be developed, the provisions below shall apply.
- 13.4** In the event of a reduction work force, the College shall first layoff probationary employees, then the least senior employees. In no case shall a new employee be employed by the College while there are laid off employees who are qualified for a vacant or newly created position.
- 13.5** Full-time employees whose positions have been eliminated due to reduction in work force or who have been affected by layoff shall have the right to assume a position for which they are qualified, according to the job description, which is held by the least senior full time/part-time employee. Part-time employees whose positions have been affected by a layoff shall have the right to assume a position for which they are qualified which is held by the least senior part-time employee.
- A full-time employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff shall also have the right to assume a part-time position for which he/she is qualified which is held by the least senior part-time employee if the full-time employee has greater seniority than the least senior part-time employee.
- 13.6** When a member exercises bumping rights to another position, they will be deemed qualified by virtue of their qualifications and experience. Additional testing may be required if the position the member bumps into requires higher or additional testing that the member does not have on file.
- 13.7** If a member bumps into a lower pay band there will be no loss in pay for that member.
- 13.8** A member who bumps into another position will have forty five (45) days to learn that position. All reasonable efforts will be made to assist the member in a smooth transition.

- 13.9** After the scope of layoffs are established for ESP members, a list will be made and the most senior person will have a choice of whom to bump within the guidelines of the contract. For example if three (3) full-time people are laid off, three (3) full-time least senior members will be chosen (per contract language) and the most senior member laid off will have first choice of those positions (if deemed qualified) and the next senior member chooses and so on.
- 13.10** The Union and the College will work collaboratively to provide job training/assistance and unemployment informational meetings for members affected by a layoff.
- 13.11** All employees who take a layoff will receive member and family educational benefits for a period of one school year (four (4) semesters) from the date the layoff takes effect.
- 13.12** In the event of a reduction in the work hours in a department, a full-time employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace. A part-time employee may claim seniority over another part-time employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the part-time employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the College gives ten (10) workdays written notice to the affected employee(s). In those instances where there are several employees with less seniority, the employee with the least seniority will have his/her hours reduced.
- 13.13** Laid off employees may continue their health insurance benefits based upon the approval of the carrier by paying the premium in advance to Human Resources by the first of the current month.
- 13.14** Employees shall be recalled in order of highest seniority to any position for which they are qualified.
- 13.15** Employees who return to employment within one (1) year shall be placed in the same position on the wage schedule.
- 13.16** Notices of recall shall be sent by certified or registered mail to the last known address as shown on the College's records. A copy shall be sent to the Association. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the College notified as to his/her current mailing address. A recalled employee shall be given at least five (5) workdays from receipt of notice, to notify the College of his/her intent to return to work. The College may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports to work within ten (10) workdays after notification of intent to report to work. If the College has not heard from the recalled employee within ten (10) workdays from mailing the recall notice, it may be assumed that the employee has declined the recall.

The only exception to this will be when the employee can demonstrate inability to receive, or respond to, the recall notice because of illness/hospitalization. In these instances, the employee will remain eligible for the next available position.

Full-time employees recalled to full-time work for which they are qualified are obligated to take said work. Part-time employees recalled to part-time work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and rights to recall.

Employees on layoff shall retain their seniority for purpose of recall for a period of one (1) year. Any employee on layoff for more than one (1) year shall lose his/her seniority and any further rights under this Agreement.

13.17 For the purposes of Article 13.4 and 13.5 only, full-time shall be defined as regularly assigned thirty (30) or more hours per week. Employees who work less than thirty (30) hours per week will be considered part-time for the purposes of Article 13.4 and 13.5 only.

ARTICLE 14 - HOLIDAYS

14.1 All full-time employees shall have the days listed below off with pay. Part-time employees shall receive pay if regularly scheduled to work the day on which a holiday falls. Pay shall be for the regularly scheduled hours of each employee. Except as defined below, if the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday.

A. Paid holidays shall include:

- New Year's Day plus one
- Friday of Spring Break
- Memorial Day
- Independence Day
- Labor Day
- Day before Thanksgiving
- Day after Thanksgiving
- Christmas Day plus one

B. The calendar for Christmas/New Year's shall be as follows:

2016-2017

Holidays: December 23, 26, 30, January 2
Days Closed: December 27, 28, 29

2017-2018

Holidays: December 22, 25, 29 January 1
Days Closed: December 26, 27, 28

2018-2019

Holidays: December 22, 25, 29 January 1
Days Closed: December 26, 27, 28

Employees on probationary status will not be paid for days closed, as listed above.

C. A full-time employee working a workweek other than Monday through Friday shall receive the holidays listed above with pay; if a holiday falls on a day he/she is not scheduled to work, he/she shall receive another day off scheduled by mutual agreement with his/her supervisor.

14.2 Holidays occurring during an employee's vacation shall not be charged against his/her vacation allowance.

14.3 Campus patrol personnel may be required to work on the above Holidays (14.1.A) and will be compensated according to Article 8.3. If required to work on a day the College is closed as listed in 14.1.B above, compensation shall be at the rate of time and one half.

14.4 If a campus patrol person is needed for a holiday, a day the College is closed, or an emergency the College may select from the list of Campus Patrol personnel without regard to seniority. Attempts will be made whenever possible to evenly distribute overtime hours among full time

personnel. If no personnel are willing to work, the College should be free to provide coverage as it deems appropriate.

ARTICLE 15 - VACATIONS

- 15.1** All employees shall be granted one day of vacation time for each month employed. Pay shall be for the regularly scheduled hours of each employee. Employees with five (5) through nine (9) years of service shall receive vacation time prorated at one and one-half (1.5) vacation days per month employed and those with ten (10) or more years of service shall receive vacation time at the rate of two (2) days per month employed. The date of hire shall be the determining date in moving from one service period to the other.
- 15.2** The employee has the right to request the time of his/her vacation. He/she may also be permitted to request either to split it or to take the entire allowance. Because of the necessity of avoiding undue interruptions of work, it is recognized that the College retains the right of final determination for all vacations.
- 15.3** Total vacation time for any employee shall not exceed four (4) weeks at any one time in any one fiscal year.
- 15.4** Vacation time must be taken during the year earned or the following year. No vacation time shall be lost because of vacation scheduling difficulties between the employee and the immediate supervisor. Maximum payout of earned but unused vacation is one (1) year of earned time.
- 15.5** All accrued vacation time shall be prorated as to its usage when employees move from full to part-time, part to full-time, or a change in their part-time schedule.

ARTICLE 16 - PAID LEAVE

- 16.1** The College shall furnish each employee and immediate supervisor with a statement at the beginning of each fiscal year setting forth the total earned sick leave credit and accumulated vacation time.
- 16.2** An employee unable to work because of a medical illness or disability shall, upon return, be placed in his/her former position if return is within one year of commencement of the illness or disability.
- 16.3** In any case where an employee is absent from his/her employment by reason of an injury compensable under the Workers Compensation Act, such employee shall be paid the amount payable under the existing leave time policy, less the amount of compensation payable to such employee under this Act.

The number of days deductible from such employee's accumulated leave time, computed on the basis of the amount of compensation paid under the Act, as measured by the employee's regular wage daily rate, shall not be deducted from accumulated leave time. In cases where the amount of compensation paid equals more than a half-day (1/2), but less than a whole day, the whole day shall be allowed.

- 16.4** All regular full time employees shall accumulate one (1) day of paid leave time for each month employed, with a maximum of twelve (12) per year.

Regularly scheduled part-time employees shall receive proportionate paid leave time based on the number of scheduled work hours per week.

- 16.5** One-hundred fifty (150) days shall be the maximum leave time accumulation. Part-time maximum accumulation shall be prorated according to hours worked.
- 16.6** Employees must work the day before and the day after a holiday or vacation in order to receive their holiday/vacation pay except where there are mitigating circumstances as determined by payroll. The recommendation of payroll may be appealed to the Head of Human Resources, who shall make the final decision. The following guidelines will be used for implementation to ensure proper use of paid leave (sick) days.
- A.** Language will apply to those individuals designated by Human Resources Department as improperly using paid leave before and/or after holidays or vacations as evaluated through the Human Resources guidelines. The Human Resources Department will designate individuals that improperly use paid leave and discuss those issue(s) with the employee and supervisor. A memo indicating designation will be sent to employee, supervisor and personnel file.
 - 1.** Individuals designated as improperly using a paid leave before/after holiday/ vacation must submit absence form to appropriate Dean/Vice President.
 - 2.** Dean or Vice President in conjunction with Human Resources must determine if absence is due to a mitigating circumstance.
 - 3.** Loss of pay for improper use of paid leave under 16.6 will be the loss of pay, for one day, with the one (1) sick day(s) still charged to paid leave.
 - B.** The Human Resources Department will monitor, identify and interview individuals that may show the potential for improper use of paid leave days.
- 16.7** In all instances of paid leave, except in case of illness or in case of an emergency, approval must be obtained prior to the absence.
- 16.8** Paid leave shall be granted for the following reasons:
- A.** Personal illness or disability; chargeable to leave time.
 - B.** Serious illness in the immediate family. Immediate family is defined as father, mother, son, daughter, stepchild, legal ward or spouse. Chargeable to leave time.
 - C.** Death in the immediate family (as defined above, but with the addition of brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandparents in-law and grandchildren) with a limit of five (5) days allowed per occurrence. Not chargeable to leave time.
 - D.** Death in the non-immediate family with a limit of two (2) days allowed per occurrence. Non-immediate family is defined as aunt, uncle, cousins, niece, or nephew. Chargeable to leave time.
 - E.** Medical appointments that cannot be scheduled outside the workday for the employee or members of the immediate family as defined in paragraph B above. Chargeable to leave time.

F. Personal Days

1. Two (2) workdays per year may be used for absences which are necessary and cannot be taken care of outside of work hours providing the employee notifies the immediate supervisor at least two (2) days in advance and the immediate supervisor approves such absence. Not chargeable to leave time.
2. Notices/requests for the above personal days shall be in writing on the Vacation and Absence Form and shall be submitted through the employee's immediate supervisor to Payroll.
3. In cases of emergency, the time requirement may be waived.

G. The use of sick leave for maternity related illness shall be determined by law. Such days are chargeable to leave time, except as provided below.

1. Up to ten (10) sick days may be used for maternity/paternity leaves. The first ten (10) days of this type of leave will not require a doctor's note. Sick time used after the first ten (10) days must be for medical necessity and a note will be required. After the first ten (10) days, paid leave days may be used for only that portion of maternity leave resulting from disability due to pregnancy, childbirth, or medical complications.
2. An employee may use FMLA, as defined in the Unpaid Leave Article, for maternity related leave.

H. Any employee using more than fifty percent (50%) of his/her annual paid sick leave (as defined in this Article) allotment in any year, or who is absent for more than four (4) consecutive workdays, or where the pattern of unscheduled usage causes the college a concern may be asked by the immediate supervisor and/or Department of Human Resources for verification of absence, including medical confirmation, if appropriate.

16.9 A leave of absence, with pay, not chargeable against an employee's leave time allowance, shall be granted when an employee is called for jury duty or is subpoenaed by a recognized court of law. The College shall pay the employee their contractual wage. The employee shall reimburse the College his/her jury duty pay. Jury pay reimbursement is not required if jury service is during a closed day of the College.

16.10 All accrued leave time shall be prorated as to its usage when employees move from full to part-time, part to full-time, or a change in their part-time schedule.

ARTICLE 17 - UNPAID LEAVES

17.1 Upon written request of the employee, the College may grant an unpaid leave of absence for the purposes listed below; pay, benefits, and seniority shall not accumulate during such leave except as provided by law.

17.2 Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

17.3 At least sixty (60) calendar days prior to the date the employee wants to return to work or the leave is scheduled to expire, he/she shall notify the College in writing of his/her intent to return to work or to request an extension of the leave. An employee failing to give at least sixty (60) days' notice shall not be guaranteed a position until sixty (60) days after notification of intent to return.

- 17.4** Except for leaves granted for extended illness of an employee, employees taking leaves of six (6) months or less shall be returned to their former positions. Employees returning from leaves of more than six (6) months shall be guaranteed a position, but not necessarily their former pay band. This position shall be determined by the Department of Human Resources.
- A.** In cases of extended illness, an employee returning from leave within one (1) year of the commencement of the disability or illness shall be returned to his/her former position.
 - B.** An employee returning from an extended illness leave of more than one (1) year shall be guaranteed a position, but not necessarily at the former classification. The position shall be determined by the Department of Human Resources.
- 17.5** The College may employ temporary help to fill vacancies created by the granting of unpaid leaves of six (6) months or less. This time period may be extended up to one (1) year.
- 17.6** Unpaid leaves of absence may be granted by the College for the following purposes:
- A.** General Leave: Unpaid leave up to a maximum of one (1) year may be granted for purposes other than those listed below; the reason for such leave shall be stated in the application.
 - B.** Military Leave: A military leave shall be granted to any employee who is inducted or who enlists for one (1) enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirement of applicable law for the retention of employment rights, an employee shall be placed at the same position on the wage schedule that he/she would have been had he/she worked in the College during such period. When an employee must take temporary military leave (not to exceed fourteen (14) College days) during the contractual period, he/she shall notify the College at least thirty (30) days prior to the beginning of such leave. The employee shall not be compensated by the College during the time such military leave is in effect.
 - C.** Maternity, Paternity, Adoption and/or Foster Care Leave: An employee may request up to six (6) months leave, with continuation of health benefits as provided below, for the birth of a child or the placement of a child for adoption or foster care. The College shall grant this leave up to six (6) months. Return to work shall be governed by the provisions of provision 17.4 above. Health benefits shall be continued for a maximum of ninety (90) calendar days from commencement of the unpaid leave.
 - 1.** The employee shall notify the College of a potential adoption, foster care placement, or birth as soon as practical and the leave must commence within twelve (12) months of the birth, adoption, or placement for foster care.
 - 2.** In the event that the College questions a pregnant employee's medical ability to continue to perform her duties, it may require a statement from her physician that she remains able to continue her employment.
 - 3.** Use of paid leave for maternity-related illness shall be as determined by law and as outlined in the Paid Leave article.
 - D.** Extended Illness: An employee who is unable to work because of his/her medically-documented personal illness or disability, and who has exhausted all sick leave available,

shall be granted an unpaid leave for the duration of such illness or disability, up to one (1) year. The leave may be renewed each year, upon written request of the employee, and approval by the College.

- E. Family and Medical Leave: An employee shall be granted leave, with continuation of health benefits of up to twelve (12) weeks, for a family or medical situation involving a serious health condition on the part of the employee or the employee's spouse, parent, grandparent, or child.
 - 1. An employee may use available paid leave for Family and Medical Leave at the discretion of the College. The employee shall be notified by the College what portion of the leave, if any, shall be paid leave.
 - 2. Family members shall be defined by the FMLA.
 - 3. The year shall be determined forward twelve (12) months from the date that the employee commences the FMLA.
 - 4. The employee shall be reinstated to his/her position upon termination of the leave.
- F. Short-Term Unpaid Leave: An employee may apply for a leave-of-absence of not more than ten (10) working days. This leave can be taken consecutively with vacation time. The leave of absence may be granted at the discretion of the head of Human Resources with input from the immediate supervisor.

ARTICLE 18 - COMPENSATION

- 18.1 Hourly wage pay band for employees for the term of this Agreement are found in Appendix B. Pay band placements are attached as Appendix A.
- 18.2 Work assignment is by the College in any ESP pay band level and duty. When an individual's pay is represented in an assigned level, no pay adjustment will be applied.
- 18.3 Placement in the pay band will be determined by the Director of Human Resources. The College may recommend increase on an individual basis within the pay band as conditions warrant. Increase wage placement on the pay band on an individual basis is non-grievable.
- 18.4 In the event one of the other bargaining units receives an across the scale wage increase, this contract may be reopened by the request of either side for the limited purpose of wage bargaining.
- 18.5 A scholarship shall be awarded to any non-probationary employee, his/her spouse, and any person who could be claimed by the employee as an exemption under IRS regulations during the semester in which the scholarship is awarded, who enroll in College credit courses if there are enough other paying students to warrant the continuing of the class.
 - A. This scholarship shall also be awarded to the spouse of any non-probationary employee who dies while actively employed by the College, as well as to any children of such employee who dies while actively employed by the College, provided that such children could be claimed by the employee as exemptions under IRS regulations at the time of the employees death and until the age of 25, provided that there are enough other paying students to warrant the continuing of the class.

- B.** Any scholarship shall include the registration fee, tuition, technology fee, and contact fees if applicable. Any recipient of a scholarship, as designated above, shall pay other normal fees. Non-credit classes are eligible for staff scholarship by employees only if approved by the College and is for job related training. On-line classes offered through non-credit shall be excluded from staff scholarship benefits unless approved by the College, is limited to the employee only, and is for job related training.
- C.** Such scholarship shall not apply to courses contracted to outside entities where the cost is deemed too high by the appropriate Dean/Vice-President. This provision may be waived by the Dean/Vice-President for employees where the course is related to their job.

18.6 The College shall allow any employee and one (1) other person to attend all College sponsored functions open to the public by showing an ID card or other suitable identifications provided by the College. Exceptions of events include those sponsored by VPA, Little Theater, International Symphony, Dinner Theater, Student Government activities, designated events and other College-sponsored fundraisers.

18.7 On occasion, the College may employ temporary personnel for part-time or full-time work for a period of six (6) months or less. These employees are intended to be temporary personnel only, but if any temporary employee subsequently becomes a permanent employee in the same position, time worked as a temporary employee shall be credited towards the probationary period.

The temporary employee will, as a prerequisite to employment, sign a limitation agreement containing the dates of employment with the College and the duration of the temporary assignment. The Association President will be notified and have access to a signed copy of the limitation agreement. Temporary employees shall receive only the following fringe benefits; required employer-paid social security and retirement contributions, and workers compensation insurance coverage.

18.8 Campus patrol personnel will receive uniform and equipment as deemed necessary by the College to perform their job functions.

18.9 An employee, who has at least fifteen (15) years of full-time equated service at the College as of July 1, 2016 shall be eligible for a supplemental retirement benefit upon his/her retirement from the College when also eligible at the time of leaving the College to immediately receive Michigan Public Schools Employees Retirement System benefits. This benefit shall be equal to one hundred fifty dollars (\$150) per year of full-time equated service at the College. The maximum benefit is four thousand dollars (\$4,000) to be put in a tax-deferred annuity of the employee's choice, of those that are participating with the College.

18.10 The rate of reimbursement for approved travel shall be the mileage rate allowed by the IRS. Should the IRS raise the allowable mileage rate, said increase shall go into effect as soon as possible after the College has received official notice thereof. It is agreed that such adjustment shall not require any retroactive reimbursement.

18.11 The College shall provide a Conference and Education Fund each year of this Agreement for the purpose of providing monies for conference and educational expenses of employees. The amount of this fund, exclusive of any carry over, shall be seventy-five hundred dollars (\$7,500) per year. Two thousand dollars (\$2,000) of which shall be used for education requests only. This fund shall be maintained and administered by the Education Committee. Requests for monies from this fund will be submitted to the Education Committee for prior approval. Decisions of the Committee are non-grievable. Guidelines for the administration and use of this fund are found in Appendix F.

Money not used in any year, up to a maximum of fifteen hundred dollars (\$1,500), shall be retained in this fund and added to subsequent year's funds.

18.12 Each member shall be eligible and encouraged to participate in professional training activities as suggested below.

- A. Professional activities may be defined as any activity approved by the immediate supervisor that contributes to the professional growth and development of the member related to their job.
- B. Professional training may include, but is not limited to, professional reading; attending workshops; seminars and conferences; participating in teleconferences; taking college credit classes or earning continuing education credits.

18.13 Upon resignation, retirement, death or layoff an employee shall receive payment for his/her unused, earned vacation allowance up to a maximum of one (1) year earned of unused vacation; payment shall be at the hourly rate of pay received at the time of said resignation or retirement multiplied by seven and one-half (7.5) hours per day. Part-time employees shall receive payment prorated according to the hours they work.

An exception to the maximum payout limit, only in the case of death, may be granted by the College President.

ARTICLE 19 - HOSPITALIZATION AND INSURANCE

19.1 The College shall provide group medical and hospitalization insurance as follows:

- A. The Board shall provide each full-time ESP member, full family coverage or the equivalent. The Association shall notify the College of the desired health plan and carrier no later than forty-five (45) days prior to the expiration of the plan in place. Failure to notify the College by the deadline shall result in the College implementing continuation with the then current carrier and plan(s). If the current carrier and plan(s) are not available then the College shall implement a plan and carrier to avoid a gap in coverage for members.
- B. The College shall provide each full-time ESP employee with the State of Michigan legislated hard-cap amounts adjusted annually upon healthcare for each plan and deductible year:

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
FF	\$16,751.23	TBD	TBD
2P	\$12,845.04	TBD	TBD
1P	\$6,142.11	TBD	TBD

1. These annual employer paid amounts, per the provisions of PA 152 of 2011, shall be increased in July of each year based on the inflationary adjustments to the hard-cap declared by the State of Michigan, if any, that are added for that year.
2. If the amount provided for healthcare exceeds the cost of the premium, the amount shall be placed in an HSA (Health Savings Account) for the benefit of the member if member is currently enrolled in an HSA eligible plan as allowed by law.
3. In the event the hard-cap contribution provided by the College does not cover the cost of the premiums, members shall make the necessary contributions, per month by payroll deduction, to the cost of their health insurance. Failure to make payments

shall result in cancellation of coverage.

4. Members deciding to fund their HSA may make contributions via payroll deduction, not to exceed the maximum IRS allowed deduction to an eligible HSA provider.
 5. Any full-time employee desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover the costs thereof subject to the conditions of an approved carrier. The College will make such payroll deductions to cover such costs, but the College shall not be responsible for lack of coverage resulting from an employee's errors of failure to notify the Payroll to make deductions.
- 19.2** The responsibility for electing and selecting coverage shall be that of the employee; he/she shall also promptly notify the Office of Human Resources of legally qualifying events, such as a change in marital status or eligible children so that necessary changes in his/her classifications under the plan may be duly made in accordance with the rules of such services. Failure on the employee's part to do so will permit deductions from his/her wage of any excess cost resulting there from and also relieve the College from any responsibility for lack of proper coverage resulting therefrom. Employment of both husband and wife by the College shall not be construed as requiring the College to pay more than the total cost of providing for the coverage specified.
- 19.3** No contributions will be made by the College during leaves of absences exceeding one month except as provided herein. Upon termination of employment, all contributions shall cease. The employee shall assume responsibility for the continuation of such policies as set forth herein. If a full-time employee becomes disabled, the College shall continue to pay the premiums for the insurance provided in this Agreement for up to twelve (12) months to the extent allowed by the carrier(s). Thereafter an employee on such leave may continue all insurance benefits for the duration of said leave, to the extent allowed by the carrier, by paying the regular monthly per subscriber group rate premium for such benefits to the College by the first of the current month.
- 19.4** The College agrees to provide Term Life Group Insurance with Accidental Death and Dismemberment for each full-time employee with a company to be selected by the College, and the premiums thereon, less any dividends that may be payable on said policy, shall be paid by the College. The amount of the policy shall be thirty-five thousand dollars (\$35,000).
- 19.5** The College shall provide disability income insurance for each full-time employee and pay the necessary net premium; said disability insurance to provide up to sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's regular wage, excluding fringe benefits, to a maximum of twenty-five hundred dollars (\$2,500) per month. Coverage to start one hundred eighty (180) calendar days from the initial disability. The disability insurance coverage provides exclusion for amounts received from social security or other like insurance or benefits, where the payments are a result of the disability.
- 19.6** The College shall provide to full-time employees dental coverage. Cash in lieu of dental insurance of twelve dollars and fifty cents (\$12.50) per month is available to an employee choosing to opt out of dental coverage at time of open enrollment.
- 19.7** The provisions of the various group policies and the rules and regulations of the carrier or carriers shall govern with respect to insurance coverage's so long as they conform to the negotiated requirements stated above.

The College is not responsible for administering insurance programs.

- 19.8** ESP members not electing College paid group health insurance or not having a spouse receiving College paid group health insurance coverage shall receive two hundred twenty five dollars (\$225) per month upon proof of other health insurance coverage. If an ESP member finds it necessary to revert to College paid health insurance, the decision to resume College paid health insurance shall be subject to the approval of the insurance company and be subject to any restrictions placed therein by the carrier.

This program is available to full-time employees who elect this option during the open enrollment period. New employees may make an election at time of hire. Emergency changes back to medical/hospitalization coverage may be made subject to carrier restrictions.

- 19.9** Vision and Hearing Coverage: The College shall provide all full-time ESP members and their dependents the benefits of the College Vision and Hearing Plan in the annual amounts designated below:
- 2016-2017: \$500 to be deposited in members HSA July 2016
 - 2017-2018: \$500 to be deposited in members HSA July 2017

In the event a non-HSA health plan is chosen by the employee, the College shall contribute as follows:

- 2016-2017: reimbursement for documented vision/hearing expense up to a maximum of \$500
- 2017-2018: reimbursement for documented vision/hearing expense up to a maximum of \$500
- 2018-2019: reimbursement for documented vision/hearing expense up to a maximum of \$500

An employee may elect to apply any available dollar amount to orthodontic expenses.

- 19.10** Part-time employees who become full-time by filling temporary vacancies shall not receive any additional benefits under this article for the duration of the temporary assignment.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Definition

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the College in conflict with this agreement, may be processed as a grievance as hereinafter provided. The term days when used in this Article shall mean workdays.

20.2 Hearing Levels

Informal Level: When a cause for complaint occurs, the affected employee shall request a meeting with the immediate supervisor within fifteen (15) days of the occurrence in an effort to resolve the complaint. The Association President may be notified and a representative thereof may be present with the employee at such meeting at the option of the employee. If the employee is not satisfied with the result of the meeting, the employee may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected employee and immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within ten (10) days of the meeting with the supervisor. The grievance shall be sent to the immediate supervisor with a copy sent to the Association President and the Director of

Human Resources. The immediate supervisor shall, within ten (10) days of the receipt of the grievance, render a written decision. The decision shall be forwarded to the Association President with a copy sent to the grievant and the Director of Human Resources. Failure of the Administration to give a disposition within the specified time limits shall deem the grievance resolved and the relief sought shall be granted. Failure of the grievant to bring the grievance forward within the specified time limits shall bar the grievance and shall be deemed as an acceptance of the administration's disposition.

Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1, the grievance shall be transmitted to the College President and Director of Human Resources with a copy to the Vice President of Administrative Services and the grievant. Within ten (10) days after the grievance has been submitted to the President and the Director of Human Resources, the President and/or Director of Human Resources or designee(s) shall meet with the Association and the grievant. The President and/or Director of Human Resources or designee(s), within ten (10) days after the conclusion of the meeting, shall send a written decision to the Association President, a copy to the grievant and the Vice President of Administrative Services. Within ten (10) days of receipt of the Presidents and/or Director of Human Resources written response, the Association shall notify in writing the President and the Director of Human Resources and Vice President of Administrative Services of their disposition of the grievance. Failure of the Administration to give a disposition within the specified time limits shall deem the grievance resolved and the relief sought shall be granted. Failure of the grievant to bring the grievance forward within the specified time limits shall bar the grievance and shall be deemed as an acceptance of the administration's disposition.

Formal Level 3: If the Association is not satisfied with the disposition of the grievance at level 2 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. Neither the College nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, subtract from, or disregard the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the College has violated, misinterpreted, and/or misapplied specific Articles of this Agreement. The arbitrator shall have no power to change any practice, policy, or rule of the College which is not contrary to the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator if acting within his/her authority and that judgment thereon may be entered in any court of competent jurisdiction.

20.3 Expedited Grievance Procedure: The Association, at its option, in cases of termination or dismissal, may process a grievance via the expedited procedure outlined as follows:

- A. The grievance shall be submitted in writing to the President. Within ten (10) days after submission, the President or designee shall schedule a meeting with the Association in an effort to resolve the dispute.
- B. If the dispute is still not resolved to the Associations satisfaction within ten (10) days of the initial meeting between the President or designee and the Association, as above described, the Association may appeal the grievance, using the American Arbitration Association rules of expedited arbitration.
- C. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from, or disregard the terms of this Agreement.

20.4 Miscellaneous Conditions

- A.** Time limits provided in this Article shall be strictly observed but may be extended by mutual agreement with written confirmation to include e-mail.
- B.** Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- C.** Grievances filed as Association grievances will follow all levels whenever possible except in the case of termination.
- D.** If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with reimbursement of all compensation lost as awarded in arbitration or agreed upon in settlement. If any employee shall have been found to be improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
- E.** For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the College shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the College which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the College shall be excluded from inspection.
- F.** A grievant and one (1) MEA-ESP representative plus any employee whose testimony is required in the grievance procedure during the workday, including arbitration hearings, shall be excused with pay for that purpose.
- G.** The fees and expenses of the arbitrator shall be shared equally by the parties.
- H.** The termination of newly hired employees during their probationary period is non-grievable.
- I.** If there are three (3) or more grievants, the President of the Association will be responsible for distributing copies of all responses to the grievants.

ARTICLE 21 - NEGOTIATIONS PROCEDURES

- 21.1** During the period of this Agreement, representatives of the College and the Association's bargaining committees will meet as needed or requested by either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party may submit to the other an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, and then the amendment shall be subject to ratification by the College and the Association provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.
- 21.2** If negotiations are conducted during negotiating team member's regular working hours, released time shall be provided for the Association's negotiating team, except where that granting of release time violates the terms of grant funded positions. Negotiations may or may not be conducted during regular working hours and team members shall receive no compensation for conducting negotiations during non-working hours.

- 21.3** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 21.4** There shall be two signed copies of any final agreement. One copy shall be retained by the College and one by the Association.

ARTICLE 22 - DURATION OF AGREEMENT

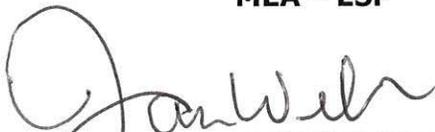
22.1 This Agreement shall be effective as of July 1, 2016 and shall continue in effect until the 30th day of June, 2019. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written Agreement of the parties.

22.2 The College shall provide the Association twenty (20) copies of the Agreement without charge.

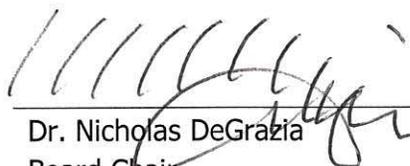
In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives:

MEA – ESP

College



James Welch
President ESP



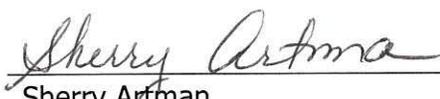
Dr. Nicholas DeGrazia
Board Chair



Donna Karsen
MEA Negotiation Team Chair



John Adair
Board Vice Chair



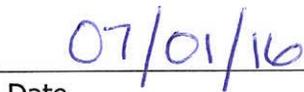
Sherry Artman
Negotiation Team



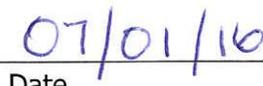
Dr. Deborah Snyder
President



Dawn Hestand
Negotiation Team



Date



Date

APPENDIX A – ESP STRUCTURE

PAY BAND E/GRANT/Contingent POSITIONS

Simulation Lab Technician
TRIO- Student Support Services

PAY BAND S

Campus Patrol Officer
Campus Patrol Officer
Campus Patrol Officer
Campus Patrol Officer
Catalog Acquisitions Technician
Circulation Technician II
Circulation Technician II
HR Support Personnel
Library Technician
Library Technician

PAY BAND P

Academic Division Secretary	Laboratory Research Technician
Academic Division Secretary	One Stop Student Services Representative
Academic Division Secretary	Payroll Accounts Clerk
Academic Division Secretary	Print Shop Operator I
Academic Division Secretary	Secretary- Institutional Research & Grants
Academic Division Secretary	Secretary to VP of Academic Services
Academic Division Secretary	Secretary to VP of Academic Services
Academic Division Secretary/Workforce Development	Secretary to VP of Student Services
Accounts Payable Clerk	Secretary, Academic Technologies & Marketing
Call Center Clerk	Secretary, Admissions
Call Center Clerk	Secretary, Advising, Career & Employment Services
Call Center Clerk	Secretary, Athletics & Campus Activity
Cashier/ Secretary Business Office	Secretary, Campus Patrol
Cashier/Accounts Receivable Clerk	Secretary, Library & Technology Services
Enrollment Services Representative	Senior Campus Patrol Officer
Facilities Rental/Purchasing Clerk	Senior Campus Patrol Officer
Financial Aid Representative	Student Processes Representative
Graphic Designer	Veteran & Sponsorship Billing Representative
Industrial Technician	

APPENDIX B – ESP HOURLY BAY BAND SCALE

Band Levels

E	\$12	to	\$25
S	\$12	to	\$22
P	\$14	to	\$25

The College and the Association agree to a Pay Band Concept as indicated above:

- The College and the Association agree to anyone/anywhere concept to utilize current ESP employees and to better serve students.
- Annual wage/band placement and movement is at the discretion of the college. Recommendation must be from the Vice Presidents in conjunction with the Director of Human Resources and shall be non-grievable.
- On recommendation and approval of the Vice Presidents and the Director of Human Resources, merit may be awarded by the College for exceptional service as determined by the College including but not limited to a review of the employee evaluation. Individual merit increases, as determined by the college, shall not exceed seven hundred fifty dollars (\$750) and will not be added to base pay. Any merit award shall be non-grievable.
- All employees will be given a one percent (1%) pay increase for the 2016-2017, 2017-2018 and 2018-2019 College year, beginning July 1 of each year.
- A merit/wage adjustment report of number of recipients and total dollar allocated shall be sent to the Association President by June 1 of each year of the agreement.

* Criteria for merit process, including an employee portfolio submittal, shall be provided to the members of the association at least annually.

APPENDIX C – EVALUATION FORM

ESP EVALUATION

Employee Name: _____

Job Title: _____

Above Average	Meets Expectations	Minimally Effective	Unsatisfactory
---------------	--------------------	---------------------	----------------

1. Demonstrates required skills and knowledge to perform the duties of the position. Completes training activities and professional development as required.	3	2	1	0
2. Completes assigned tasks within deadlines, accurately and thoroughly, with attention given to detail.	3	2	1	0
3. Exercises good judgment within authority of position, follows college policies and procedures, and bases decisions on practical wisdom.	3	2	1	0
4. Accepts and adheres to new and/or changing responsibilities or working environment. Maintains a positive work attitude.	3	2	1	0
5. Provides and delivers professional, helpful, and high quality service before, during, and after all interactions.	3	2	1	0
6. Communicates with others in a professional manner, expressing ideas, thoughts, and feelings tactfully. Cultivates professional and appropriate relationships, using discretion	3	2	1	0
7. Coordinates efforts as part of a team in the interest of a common cause.	3	2	1	0
8. Initiates tasks without prompting, improves upon current assignments, and consistently follows through.	3	2	1	0
9. Leads by example with willingness to share knowledge and expertise with others.	3	2	1	0
10. Present, on time, and focused on appropriate work related tasks. Department is not adversely affected by frequency and pattern of sick leave used.	3	2	1	0

Overall rating: (based on score count above)

	25 - 30 Above Average (no unsatisfactory or minimally effective scores)
	19 - 24 Meets Expectations (no unsatisfactory or more than 2 minimally effective scores)
	10 - 18 Minimally Effective (no more than 2 unsatisfactory scores)
	0 - 9 Unsatisfactory

If overall rating is "unsatisfactory", a performance improvement plan must be completed with HR office. If "minimally effective", a formal meeting with supervisor to discuss performance is required.

Note: If minimally effective or unsatisfactory is checked in any category, supervisor must provide comments/examples in box below

Supervisor Comments:

Strength/Key Accomplishments:

Areas for Improvement:

Employee Comments: (can add additional page; comments required within 10 days)

Employee's signature required upon joint discussion with their supervisor. Signature does not constitute agreement, it indicates a joint discussion with their manager has taken place.

VP Signature _____ **Date** _____

Supervisor _____ **Date** _____

Employee _____ **Date** _____

APPENDIX D - ESP GRIEVANCE REPORT FORM

Grievance # _____

Check here if expedited grievance
(Proceed to Level II)

Informal Level Meeting Date _____
(Requested within 15 days of grievable occurrence)

Name of Grievant: _____ Date Filed: _____

Statement of Grievance: _____

Article Violation (if applicable) _____

LEVEL I

(Must be filed within 10 days of informal level meeting with immediate supervisor)

A. Date cause of grievance occurred: _____

B. Relief Sought: (Attach additional sheet if necessary)

Original to: Immediate Supervisor - Initial & Date of Receipt _____

Copies to: Grievant Labor Relations Union President

Signature of Grievant _____ Date _____

(Completed within 10 business days of receipt)

C. Disposition of Immediate Supervisor (Attach additional sheet if necessary)

Original Response to: Grievant - Initial & Date of Receipt _____

Copies to: Immediate Supervisor Labor Relations Union President

Signature of Immediate Supervisor _____ Date _____

(Completed within 10 days of receipt)

D. Position of Association: (Attach additional sheet if necessary)

Original Response to: College President/Designee - Initial & Date of Receipt _____

Copies to: Grievant Immediate Supervisor Labor Relations Union President

Signature of Union President _____ Date _____

LEVEL II

(Must be filed within 10 days if not satisfied with disposition at Level I or if an expedited grievance)

A. Date submitted to College President/ Designee: _____ By: _____
(Name)

Initial of Receipt _____

Disposition must be filed within 10 days of Level II formal meeting

B. Disposition of College President: (Attach additional sheet if necessary)

C. Date of Level II Formal Meeting (if required): _____

Original Response to: Grievant - Initial & Date of Receipt _____

Copies to: College President Labor Relations Immediate Supervisor Union President

Signature of President/Designee _____ Date _____

(Must be filed within 10 days of receipt of the President's disposition)

D. Position of Association: (Attach additional sheet if necessary)

Original Response to: Union President/Designee Initial & Date of Receipt _____

Copies to: Grievant Immediate Supervisor Labor Relations Union President

Signature of Union President/Designee _____ Date _____

LEVEL III

A. Date submitted to Arbitration: _____

Copies to: Association Labor Relations College President Union President

B. Date Hearing Held: _____

C. Disposition by Arbitrator (see attached): _____

APPENDIX E – EDUCATION COMMITTEE

A joint committee shall review mutually ESP Conference & Education Fund requests. Such a committee shall be composed of the Association President or designee and the Director of Human Resources or designee. This committee shall meet as necessary. Approvals may be made via email.

APPENDIX F – ESP CONFERENCE AND EDUCATION FUND GUIDELINES

1. Applications for educational expenses will be accepted, for summer, fall, winter, and spring. Deadline for final submission shall be June 10th of the current fiscal year. *Applications shall be submitted to the ESP union president.*
2. Only those expenses not covered by other funding sources (i.e. staff benefits, grants, scholarships etc.) will be considered for reimbursement.
3. The individual shall be granted up to seven hundred fifty dollars (\$750), through the month of April. The committee will reevaluate during May and June for additional amounts and resubmits based upon availability of funds.
4. Types of educational expenses covered shall include books, lab fees, and graduation fees not covered by other funding sources.
 - A. Application, tuition, and registration fees may be submitted to the committee for consideration based upon funding availability by June 10 of the current fiscal year.
 - B. Proof of registration for a class or seminar (Registration Statement) shall be provided to the committee by the applicant as well as Bookstore, lab fees or other related receipts, which are applicable to request.
5. All requests for conferences should be submitted 45 days before the event.
 - A. Transportation, meals, registration fees, and room expenses may be submitted for consideration.
 - B. Conferences must be job related or for improvement of the individual.
6. College Professional Business Absence and Travel Fund Authorization Request form must be completed with supervisor's signature. Form shall be submitted with request.
7. The Conference and Education Fund shall be administered by the Education Committee. Funding guidelines may be revised at any time with mutual committee consent.
8. All class or seminar expenses directly related to job performance or enhancement may be taken from the staff development account and not the ESP Conference and Education Fund with the written permission from immediate supervisor.
9. Requests for personal interest courses may or may not be granted and will be committee decision based upon funding availability at the end of the fiscal year.
10. Approved amounts for educational and conference expenses will be issued on a monthly basis schedule, on a first-come first-serve basis, in accordance to the guidelines set forth and the Education meeting schedule.
11. Committee decisions are final and non-grievable.

Application for ESP Conference and Education Fund

Application to be filled out, printed or typed, by applicant

1. _____
last name first name middle initial

address

2. Application for the Education Fund is for the period listed below.

___ Summer 20____
___ Fall 20____
___ Winter 20____
___ Spring 20____

A. Application for _____ Conference for \$_____.

- (Deadline for application is 45 days before conference).
- Completed College Professional Business Absence and Travel Fund Authorization Request form must be attached.

B. Are you receiving additional funding through other sources (i.e. scholarships, grants etc.)?
Yes No

C. Is this a re-submission of a previous request? Yes No

Deadline for application is June 10 of current fiscal year.

3. Amount requested for period listed in question 2 above. Attach appropriate registration statement and receipts.

AMOUNT PURPOSE

A. _____
B. _____
C. _____

COMMITTEE DECISIONS ARE FINAL NON-GRIEVABLE

Request Approved Request Denied

Amount Granted _____ Date _____ Committee Initials _____

Appendix G - CONTINGENT AND GRANT FUNDED POSITIONS

The following CONDITIONS OF HIRE shall govern all contingent and grant funded positions:

1. Position is contracted for a specified limited term and/or contingent upon receipt of grant funds and satisfactory performance.
2. Job description is determined by College with a copy on file in the Office of Human Resources.
3. College determines compensation based on review of job responsibilities and grant funds/income generation
4. Benefits not required by law will be determined by the College according to individual contract(s) or grant(s). In no case will benefits exceed benefits accorded to other ESP members.
5. Temporary/Contingent/Grant employees are granted the same holidays and pay for days closed as regular ESP members for days that they were scheduled to work.
6. Temporary/Contingent/Grant employees who become regular ESP members shall be placed in the appropriate pay band. At that time seniority shall be computed from the date of hire. Placement shall be made on the pay band by the Human Resources Department and the employee may be placed higher than the starting band wage, at the discretion of Human Resources and the appropriate Vice President.
7. Any regular ESP member wishing to take a grant position becomes subject to the terms and conditions of the grant including but not limited to not using work hours for non-grant related activities and shall have no claim to continued employment beyond the specific term established for that grant position.
8. Temporary/Contingent/Grant employees receive provisions as described in 18.5 (tuition/scholarship), and Appendix F, ESP Conference and Education Fund with approval of the College.

PERFORMANCE APPRAISAL:

As determined by supervisor in accordance with performance appraisal policy unless grant requirements differ.

I N D E X

Absenteeism	16
Association dues.....	4, 5
Association Representation.....	3, 4, 24
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College Records	5
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Employer Rights	3
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Lockout.....	2
Lunch	7
Maternity Leave	16
Medical and Hospitalization Insurance	20
Military Leave	17
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Official Personnel File.....	5, 6
Overtime.....	6, 7, 14
Paid Leave	6, 7, 14, 15, 16, 17, 18
Parking	6
Paternity	16, 17
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Personal Days	16
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Recall.....	9, 12, 13
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Temporary Personnel.....	19
Testing	6, 10, 11
Transfers	4, 9, 10, 11

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Uniform	19
Unpaid Leave	9, 16, 18
Use of Equipment	3
Use of Facilities	3
Vacancies	9, 10, 17, 22
Vacations	14, 15
Vision and Hearing Plan	22
Workday	7, 8, 10, 12, 15, 16, 22, 24
Worker's Compensation	14, 19
Working Conditions	6