

AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF LANSING
COMMUNITY COLLEGE
OF THE STATE OF MICHIGAN

AND

LANSING COMMUNITY COLLEGE ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL (MEA/NEA)



July 1, 2020 – June 30, 2025

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BETWEEN
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of the State of Michigan
AND
LANSING COMMUNITY COLLEGE ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL, MEA/NEA**

This Agreement entered into on this 1st day of July, 2016, between the Board of Trustees, Lansing Community College (hereinafter referred to as the "Employer" or "College") and Lansing Community College Association of Educational Support Personnel, MEA/NEA (hereinafter referred to as the "Association").

ARTICLE I. RECOGNITION

A. **Bargaining Unit**

The College recognizes the Association of Educational Support Personnel (ESP) as the exclusive bargaining representative of all regular full-time support, technical and paraprofessional employees of Lansing Community College, EXCLUDING the following:

- All part-time employees;
- All temporary or casual employees;
- All personnel in Human Resources;
- All sworn public safety officers and sworn public safety officer/dispatchers;
- All custodial/facilities maintenance personnel;
- All supervisors as defined by the Michigan Employment Relations Commission;
- All bona fide executive, administrative and professional personnel;
- One full-time support employee designated as excluded by each officer at or above the level of Dean, and one full-time clerical employee designated as excluded by the Public Relations officer;
- All personnel working in the President's Office or the Board of Trustees' Office or who report directly to a Senior Vice President, the Chief Financial Officer or the Chief Information Officer;
- Athletic coaches (as to the coaching assignment only; while coaches are not included in the bargaining unit, nothing in this Agreement prohibits bargaining unit members from performing coaching duties or activities);
- Bus drivers (as to the bus driving assignment only; while bus drivers are not included in the bargaining unit, nothing in this Agreement prohibits bargaining unit members from performing bus driving duties or activities); and
- Student workers (e.g., retained through Student Services, as part of a financial aid package, etc.).

B. **Unit Placement**

When the College tentatively creates a new or substantially modified position below Salary Level 9, the Human Resources Department will notify the President or other designated representative of each bargaining unit and provide a job description together with information on tentative bargaining unit placement (if any), classification and compensation level. At the same time, Human Resources will create an electronic workspace for such representatives to submit comments on unit placement, classification and compensation level. Comments must be submitted, if at all, within five business days, unless a longer period is agreed to by the parties. If the position reasonably could be placed in more than one bargaining unit, Human Resources will convene a meeting to discuss the issues upon the request of the representative of any such bargaining unit. Such a request must be filed within the original comment period, and the meeting will be convened within five business days after such period. Following the comment period, including a meeting if requested, a final decision on placement of a new position within or removal of a modified position from a bargaining unit shall be made by the Human Resources Department, and notice of the unit placement will be provided to the President or other designated representative of each bargaining unit not later than the date of posting the position.

ARTICLE II. ASSOCIATION REPRESENTATION

A. **Association Representatives**

The Association's employee representatives shall be the Association's President, Vice President, Secretary, Treasurer and Parliamentarian designated from among bargaining unit employees. The Association may also be represented by such non-employees as it designates. The Association will notify the Employer, in writing, of the names of its officers and non-employee representative(s) and will notify the Employer of any changes that may occur from time to time, before the Employer shall have any obligation to recognize and deal with such individual representatives of the Association.

B. **Representative Duties**

During scheduled working time, the representative duties of the Association's employee representatives shall be limited to:

1. Participation in representative activities described in Disciplinary Action;
2. Presentation of grievances to designated management representatives under the Grievance Procedure in this Agreement (this does not include investigatory meetings or activities, which shall not occur during work time);
3. Participation in Special Conferences under this Agreement;

4. Participation in labor contract negotiation meetings with authorized management representatives.
5. Participation in scheduled meetings between the College President and College labor leaders (presidents);
6. Participation in scheduled Health Care Task Force or Labor Coalition meetings with authorized management representatives

Association representatives shall continue to perform their regularly assigned duties as required, and their responsibilities as Association representatives will not be permitted to interfere with those duties or with the normal business of the Employer. If it is necessary for an Association representative to temporarily leave his/her assignment to engage in representative duties, permission must first be requested of the immediate supervisor. Such permission shall not be unreasonably denied. The Association representative shall report to the supervisor upon returning to regularly assigned duties. The Association representative shall record all time spent performing representative duties under this Section on the Employer's regular time reporting system.

One participating employee representative of the Association (up to five participating representatives in labor contract negotiations) shall be paid at his/her regular rate for reasonable amounts of time necessarily lost from his/her regularly scheduled working hours while performing the representative duties described in Subsections one through four of this Section. Under no circumstances shall the Employer be required to pay more than a total of forty hours pay under Subsections one and two of this Section during any fiscal year, or a total of one hundred twenty hours pay under Subsection four for the negotiation of any new collective bargaining agreement. One or two participating employee representative(s) of the Association shall be paid at his/her regular rate for reasonable amounts of time necessarily lost from his/her regularly scheduled working hours while performing the representative duties described in Subsections three, five or six of this Section. The Employer reserves the right to suspend this benefit, after conferring with the Association, if it is abused. Any other representative duties, if paid, will be paid by the Association. Hourly allocations under this provision may be altered by mutual written agreement of the parties.

Time paid under this Section shall not be considered hours worked for purposes of computing overtime premium pay.

C. **Visits by Non-Employee Association Representatives**

Authorized non-employee representative(s) of the Association shall have reasonable access to Employer facilities that are not otherwise restricted, for reasonable periods of time to conduct Association business related to administration and enforcement of this Agreement, provided that such visits shall not interfere with orderly and efficient business operations.

D. **Association Meetings**

The Association will attempt to schedule employee meetings to minimize interference with

orderly and efficient business operations of the Employer. When the Association provides at least three working days' notice of such meetings, the Employer will modify employees' schedules to minimize the loss of work opportunities and conflicts with work obligations. If requested by the Association, Employer facilities may be used for such meetings, subject to normal College policies, procedures and costs for use of facilities. A period of up to two hours will be set aside during each Fall Semester for the purpose of conducting Association meetings without loss of pay to participating employees. The Association will work with Human Resources to schedule the date and time for the meeting.

Time paid under this Section shall not be considered hours worked for purposes of computing overtime premium pay.

E. **Bulletin Boards**

The Association may post notices of the following types on bulletin boards located near the time clocks used by bargaining unit employees:

1. Notices of Association meetings.
2. Notices of Association elections and the results.
3. Notices of Association recreational or social events.
4. Other official Association communications concerning Association affairs which are not political or controversial in nature.

Other materials posted on such bulletin boards may be removed at the discretion of the Employer.

F. **Internal Mail System**

The Association may use the Employer's internal mail system to communicate with bargaining unit members, provided such use does not violate applicable laws or regulations.

G. **Information Requests**

The parties are required to provide relevant information to each other for purposes of administering this Agreement and resolving grievances and such other purposes as may be required under the Michigan Public Employment Relations Act (PERA). All requests for such information by either party shall be in writing; shall identify the information requested in sufficient detail to allow it to be readily identified and retrieved; and, if the information pertains to anyone other than bargaining unit employees, shall explain the purpose for which the information is being requested and the relevance of the requested information. Requests shall be signed by an authorized representative of the party making the request. If either party believes that an information request is unreasonable or abusive, it shall be held in abeyance until the parties meet in Special Conference in an attempt to reach an understanding on it. Neither party shall have any obligation to provide any information

until it is requested in accordance with the terms of this provision.

H. **Use of College Rooms**

College rooms may be used by the Association for Association business at no cost provided that:

1. Requested room is available.
2. Approval from the administration is secured in advance.
3. Meetings are scheduled within the regular shift hours of the custodial staff.

I. **Office Space**

The College shall provide an office for the Association to share with other MEA affiliated Associations in the Huron Building. The total square footage provided for all MEA affiliated Associations shall be at least 450 square feet. If the College determines that this space is no longer available, the Association will be notified at least 60 days prior to a relocation as to where the new space will be provided.

J. **Use of College Equipment.**

The Association is authorized to use College office and media equipment, subject to availability and prior approval. The Association shall pay for the reasonable cost of all materials and labor, including the cost of all consumable supplies, incident to such use. The Vice President for Administrative Services/Finance of the College shall determine reasonable cost.

K. **Employee Lists**

1. The Employer will furnish the Association with the following information when bargaining unit members, including probationary, provisional and reclassified personnel, are hired, terminated or have a change in status: name, department, position title, step, level, band, salary and date of hire, termination or change in status. Such information will be provided within two weeks of the event.
2. The Employer will make available to the Association, every pay period, a list of all employees covered by the terms of this Agreement, including the employee's name, TUID, department, ID, position number, classification, employment category, step, level, band, current salary, date of hire into the bargaining unit, mail code, home address, office phone number, home phone number (unless unlisted), and time paid for the pay period. The College, at the time of hire, will present each new hire an Association Membership Packet, to be included in the College's hiring process. Any and all Association Membership Packets will be provided by the Association.

L. **Board Agenda**

The Association shall be entitled to appear on the Board agenda provided a written notification outlining the business to be discussed is submitted to the President's Office 1 calendar days or more before a regularly scheduled Board meeting. Requests submitted with less notice will be considered and may be granted subject to discretion of the Board.

M. **Training Programs and Conferences**

The Association will be granted up to 56 hours of paid release time each fiscal year to be used by designated Association representatives to participate in MEA conferences and training programs. The designated Association representative requesting such time off shall notify the employee's immediate supervisor as far in advance as possible, but in any event at least five days in advance. Such requests are subject to approval by the supervisor, but such approval will not be unreasonably withheld. Paid time under this Section shall be used in half-day increments. An Association representative using paid time under this Section shall record all such time on the Employer's regular time reporting system. The Association may carry up to 40 hours of unused time under this Section over to the next year.

Time paid under this Section shall not be considered hours worked for purposes of computing overtime premium pay.

ARTICLE III. EMPLOYER RIGHTS

A. **Employer Rights in General**

1. The Employer possesses and retains the sole power, duty, and right to operate and manage its departments, agencies, programs, and facilities; to carry out its business; and to carry out all constitutional, statutory and administrative policy mandates and goals.

Except as limited by the express provisions of this Agreement, such retained Employer Rights include, but are not limited to, the following rights, without engaging in negotiations: to determine and change matters of managerial policy and administrative control of the College, its facilities, equipment, and operations; the mission of the Employer and its parts; the services to be provided and the methods, means, and procedures to be used in providing them; the organizational structure; the nature and number of facilities, departments, and their locations; to establish and change the classifications of work, duties, and responsibilities of personnel; to hire and increase or decrease the size of the work force; to assign personnel; to recognize and reward success; to maintain order and efficiency; and to use new and/or improved methods or outside assistance.

2. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to: the right, without engaging in negotiations, to discipline, suspend, or discharge members whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of members; and to establish and change work schedules. The Employer may exercise such expressly limited rights, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.
3. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the College in the past.
4. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. However, if either party believes there is a mutually recognized past practice that should be continued or reinstated during the term of this Agreement, that party may so notify the other party, and the parties may agree to reduce the practice to writing in the form of a Letter of Understanding to be appended to this Agreement. Further, if an exercise of Employer Rights or a change in the law during the term of this Agreement requires an unforeseeable and substantial change in member compensation, benefits or working conditions during the term of this Agreement, either party may demand to bargain over the effects of such exercise or such change in the law, and any agreement reached will be reduced to writing and become a part of this Agreement if it is ratified by the Association's Executive Board and the LCC Board of Trustees.

B. Rules, Policies, and Procedures

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall give the Association President at least two weeks written notice of any proposed change to College rules or policies, to allow for written input from the Association prior to making a final decision. Once a decision is made, the Employer shall inform members and the Association of the establishment of new rules, policies, and procedures before they are

made the basis for any disciplinary action. If a member or the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement or is unreasonable as written, a grievance may be filed within 28 calendar days after the establishment of such rule, etc. Thereafter, such rule, etc. may only be challenged as applied.

ARTICLE IV. ASSOCIATION MEMBERSHIP

- A. Membership in the Association is voluntary. All employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit, subject to standards as the Association may lawfully impose. Employees have the right to engage in lawful concerted activities for the purpose of collectively bargaining or other mutual aid and protection.
- B. As the exclusive bargaining unit representative of employees in the bargaining unit described in Article I, the Association is required to fairly represent all bargaining unit employees. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Association members.
- C. The Association agrees to defend, indemnify and save the College harmless against any and all claims, suits or other forms of liabilities, including attorney fees, arising out of the College's compliance with this Article of the Agreement.

ARTICLE V. PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. During the term of this Agreement, the Employer agrees to deduct periodic Association dues in accordance with law, from each Association member covered by this Agreement who executes and files with the Employer a proper check-off authorization form. The Association shall furnish the employer with a schedule of dues determined in accordance with law.
- B. Individual authorization forms shall be furnished or approved by the Association and, when executed by a covered employee, filed by the Association with the Payroll Department. Any authorization form which lacks the employee's signature will be returned to the Association.
- C. Deductions shall be made only in accordance with the provisions of the signed, written authorization form together with the provisions of this Article.
- D. Deductions shall commence with the first full payroll period beginning after the signed, written authorization form is received by the Payroll Department and shall continue until the authorization expires or is revoked in writing by the employee, provided the employee

has sufficient earnings to cover the dues. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions will be made until the matter is resolved. The Employer shall not be responsible for deduction or remittance of dues after an employee's employment relationship has been terminated or while an employee is on unpaid leave of absence or layoff status.

- E. Deductions shall be remitted to the Association not less often than monthly. In cases in which a deduction is made which duplicates a payment already made to the Association, refunds to the employee will be made by the Association. The Employer shall not be liable to the Association or its members for any membership dues once such sums have been remitted to the Association.
- F. The Association shall provide the Employer with written certification of the proper amount of Association membership dues and any subsequent changes in such amounts. The Employer agrees to furnish the Association for each remittance a record of those employees for whom deductions have been made, together with the amount deducted and remitted for each employee.
- G. The Employer's sole obligation under this Section is limited to deduction of dues. If the Employer fails to deduct such amounts as required by this Section, the Employer shall deduct such amounts upon discovery of the error. The Employer's earlier failure to do so shall not result in any financial obligation to the Employer whatsoever.
- H. The Association agrees to defend, indemnify and save the College harmless against any and all claims, suits or other forms of liabilities, including attorney fees, arising out of the College's compliance with this Article of the Agreement.

ARTICLE VI. PERSONNEL FILES

An employee may, upon written request to the Director of Human Resources, review the contents of his/her own personnel file with the exception of confidential pre-employment information. A representative of the Association may accompany the employee in such a review. The review shall be made in the presence of the Director of Human Resources or his/her designee.

Employees have the right to request removal of erroneous information. Such requests shall be made to the Human Resources Department. Following the request, a determination will take place. The employee will be notified of the decision within 30 days of the request. Employees may include in their personnel file a written comment regarding any material in said file.

A complaint which results in disciplinary action will be placed in the employee's personnel file as specified in Article XII.

The College will notify employees of requests for information from their personnel files, in

conformance with the Bullard-Plawecki Right to Know Act and the College Employee Personnel Files Policy.

ARTICLE VII. EMPLOYMENT AND SENIORITY

A. Probationary Period

All new employees in the bargaining unit shall be on probation and shall have no seniority until they have completed 6 months of actual work for the Employer or up to 12 months of actual work if an employee's probationary period has been extended by mutual agreement of the Employer and the Association. After successful completion of the probationary period, the employee's seniority shall be retroactive to the most recent date of hire into the bargaining unit. During the probationary period, an employee has no seniority standing and is employed at will and may be laid off, disciplined, or discharged at the Employer's discretion without regard to other provisions of this Agreement and without recourse to the Grievance Procedure, provided any transfer or demotion does not violate the rights of employees with seniority.

B. Definition of Seniority

Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire in the bargaining unit, subject to adjustment for periods of employment in a position outside of the Association's bargaining unit. Seniority shall commence only after the employee completes the probationary period specified under this Agreement. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames on the date of employment. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement as being controlled by seniority.

C. Loss of Seniority

An employee's seniority and his/her employment relationship with the College shall automatically terminate for any of the following reasons:

1. If the employee resigns, quits, retires, or receives a pension (including a disability pension) from a plan sponsored by the College;
2. If the employee is discharged or terminated and not reinstated through the procedures set forth in this Agreement;
3. If the employee fails to contact the Employer within three working days after being notified of recall, or fails to report for work as scheduled following notification of recall, in the absence of extenuating circumstances;
4. If the employee is absent from work for three consecutive working days without advising the employee's supervisor of a reasonable cause for such absence unless

Employer notification was impossible due to circumstances beyond the employee's control;

5. If the employee accepts a settlement from the Employer for permanent disability;
6. If the employee has not been recalled from layoff for a continuous period of 24 months or the length of the employee's seniority at the time of commencement of layoff, whichever is less;
7. If the employee has been on an unpaid leave of absence (other than military leave) for a period of 24 months or for a period equal to the length of the employee's seniority at the commencement of the leave of absence, whichever is less;
8. If the employee loses any license or certification required for his/her job classification.

D. Seniority Rights of Non-Bargaining Unit Employees

An employee who is or has been transferred to a position with the Employer, but outside the Association's bargaining unit, shall, during the time the employee holds the non-bargaining unit position, retain but not accrue additional seniority credit for all time spent in the service of the Employer. The Employer may, in its sole discretion, determine wages, hours, and conditions of employment for employees outside of the Association's bargaining unit, including whether such employees may be terminated or permitted to return to a vacant position in the bargaining unit.

ARTICLE VIII. HOURS OF WORK

A. Standard Work Week

The standard work week is 40 hours, normally on 5 or fewer consecutive days. This provision does not prohibit deviations from this pattern based on temporary scheduling requirements of the Employer or based on agreement between an employee and the Employer. Nothing in this Agreement constitutes a guarantee that an employee will have any particular number of hours or work days during any work week, but the Employer will negotiate with the Association before implementing a program of unpaid furlough days.

B. Lunch and Rest Breaks

1. Employees scheduled to work at least 7 hours in a work day will normally be scheduled for a 60 minute duty-free lunch break without pay at or near the midpoint of the scheduled day. Departmental supervisors may agree to reduce the lunch break to 30 minutes without pay if consistent with service and coverage requirements. Employees who work at least 4 but less than 7 hours in a work day may be

scheduled for a 30 minute duty-free lunch break without pay at or near the midpoint of the scheduled day.

2. Employees scheduled to work at least 7 hours in a work day shall be entitled to a 15 minute paid break period during the first half of their work day and a 15 minute paid break period during the second half of their day. Employees who work at least 4 hours but less than 7 hours in a work day shall be entitled to one 15 minute paid break. Such breaks may not be scheduled during the first or the last hour of either half of the employee's work day.

C. **Schedule Changes**

1. Employees will be advised of a change in regular assigned work days or regular starting or quitting time at least seven days in advance. The College will not unilaterally change an employee's schedule part way through a work week for the purpose of avoiding payment of overtime premium to the employee, provided the kind customarily performed by the employee is available for the employee to perform on his or her remaining regular scheduled work days.
2. If the College determines to temporarily change the regular schedule in a department or work group due to operational considerations, affected employees will be asked for input about alternative schedules before the supervisor sets the new schedule and staffing arrangements. Once a revised schedule is set, the supervisor will ask for volunteers to work the revised hours. If there are insufficient volunteers to cover the revised schedule, the required work will be assigned on an equitable basis among the employees qualified to perform the required work. An employee assigned to work on his/her regular day off, shall be provided with not less than four hours of work or pay in lieu thereof at the applicable rate, unless otherwise mutually agreed between the supervisor and the employee(s) involved.

D. **Flex Day Schedule**

The College may, for good cause shown in advance, allow an employee to flex his or her schedule within a work week to accommodate an occasional medical or dental appointment, Association business, non-mandatory education or training opportunity, emergency situations that require the employee to leave work, or similar need which cannot be taken care of outside of the employee's normal work schedule.

E. **Overtime**

The Employer reserves the right to require employees to work reasonable amounts of overtime in a manner which is most advantageous to the College and its service of the public interest. All overtime assignments must be approved in advance by an authorized supervisor or manager of the College department. The College will attempt to provide reasonably equal overtime opportunities among employees within a job classification and will meet with the Association President at least semi-annually to address any perceived inequalities. Notice of scheduled overtime will normally be given to employees required to work such overtime at least 24 hours in advance, if possible. While economy, efficiency,

and safety of operations will generally be the controlling factors in scheduling overtime work, the Employer will consider employees' stated preferences in scheduling such work. During work weeks containing a holiday recognized under this Agreement, the College will attempt to schedule all work on employees' regularly scheduled work days if practical to do so.

F. **Emergency Closure**

If the College is closed for reasons beyond its control, a bargaining unit member normally scheduled to work will be paid for their normal hours for a maximum of two shifts per contract year if told not to report. This limit may be exceeded for emergency closures due to shutdowns arising from severe weather conditions or mandated by the State or Federal government. In such instances either party may call for a Special Conference in conformance with Article XXI.

G. **Department Closure**

If possible, the College will give affected bargaining unit members thirty days advance notice if a department is closed for a week or more for any non-emergency reason. Affected bargaining unit members may utilize available PTO time to be paid for hours normally scheduled, or may be unpaid for those hours. This provision does not apply to schedule changes or to closures associated with the College calendar.

ARTICLE IX. EVALUATIONS

A. **Purpose**

The purpose of performance reviews is to establish a continuous improvement process focused on improving service and building a culture conducive to professional growth and development.

B. **Periodic Performance Reviews**

1. Beginning not later than the 2017-2018 fiscal year, bargaining unit members will be given periodic performance reviews by the respective Administrative Supervisor, using the form displayed in Appendix D, according to the following schedule:
 - a. Probationary Members:
 - i. Current members, as of ratification of this agreement, will receive a performance review by December 31, 2016, or prior to attaining Post-Probationary status, whichever is earlier.

- ii. Members entering the bargaining unit after ratification of this agreement will receive a performance review within the first four months of entry into the bargaining unit.
 - b. Post-Probationary Members:
 - i. Current post-probationary members, as of ratification of this agreement, will receive an initial performance review by June 30, 2017.
 - ii. Members attaining post-probationary status after ratification of this agreement will receive an initial performance review within six months of attaining such status.
 - iii. Subsequent performance reviews will be conducted no later than three years after the initial review, unless an earlier date is established by Department Supervision.
- 2. Bargaining unit members will complete and submit a self-assessment at least one week prior to the performance review, using the form displayed in Appendix D.
- 3. The Administrative Supervisor may include a formal workplace observation, following discussion with the bargaining unit member. Such observations will be scheduled in advance.

C. **Ad Hoc Performance Reviews**

An Administrative Supervisor may conduct an ad hoc performance review any time significantly weak or unsatisfactory performance is detected. An ad hoc performance review may be based on Administrator observation, client feedback, or other indicators. The Administrative Supervisor will meet with the member to present and discuss a report on any documented weak or unsatisfactory performance and any recommendations for improvement (which may be modified based on the discussion). Such discussions will be conducted confidentially. Only those persons with a legitimate need to know will have access to the review materials.

D. **Evaluation Conclusion**

All performance reviews shall be reduced to writing and a copy given to the bargaining unit member within 10 days of the performance review conference with the Administrative Supervisor. If the bargaining unit member disagrees with the performance review, a written response may be generated which shall be attached to the file copy of the performance review in question. If a Supervisory Administrator provides an overall rating of “Needs Improvement” or “Unsatisfactory,” the reasons therefore shall be set forth in specific terms, and include the specific ways in which the bargaining unit member is to improve, and of any assistance to be given by the Administrative Supervisor towards that improvement.

E. **Approval and Retention**

Following each performance review conference, the bargaining unit member shall sign and be given a copy of the performance review report prepared by the Administrative Supervisor. In no case shall the bargaining unit member's signature be construed to mean that approval of the contents has been granted by the bargaining unit member. A bargaining unit member may submit additional comments to the written performance review. All written performance reviews are to be placed in the bargaining unit member's personnel file.

ARTICLE X. POSITIONS, VACANCIES, AND TRANSFERS

A. **New Classification**

When a new job classification is established and placed within the existing bargaining unit, the President of the Association shall be notified in writing of the job title and rate of pay established for the new classification. Upon receipt of this information, the President of the Association may request a review of the new classification with the Director of Human Resources and/or his/her designee. If, after the review, the President of the Association considers the new classification and the rate of pay to be inappropriate, the Association President may request that the Classification Committee review the job classification and the corresponding rate of pay. This request for a committee review must be made in writing within five working days from the date of the meeting with the Director of Human Resources.

The Classification Committee shall be composed of one representative of the Human Resources Department, who shall act as a resource person; two members of the College administration (other than Human Resources Department staff) to be selected by Administration; and two members of the Association, to be selected by the Association. The Human Resources representative will abstain from voting except in instances where the other four committee members are unable to arrive at a majority opinion.

Within 20 working days of the date the committee receives a request for a review from the Association President, the committee will meet, review the position and the rate of pay, and render a written decision based on a majority vote of the committee.

The rate of pay for the new classification will be retroactive to the date of hire if the employee is hired prior to a decision being made. The decision of the committee shall be considered final, and therefore, not subject to the provisions of the grievance procedure.

B. **Expression of Interest**

Employees may submit written requests to Human Resources to be considered for future vacancies/job openings within the bargaining unit at any time during the year to Human Resources. The request may be for work in another department, division, position band,

compensation level, etc. Such requests will be considered by the Employer in determining job assignments and transfers, from the date of the request until the end of the next following fiscal year. It is understood and agreed, however, that no employee shall have a right to such transfer, change in job assignment, or change in work schedule, on the basis of seniority or otherwise; and the College shall continue to have the right and discretion to assign employees within each classification, which shall not be subject to the grievance procedure.

C. **Vacancies**

1. Posting Procedure

When the College determines to fill a regular vacancy or newly created position within the bargaining unit by any means other than a transfer within the bargaining unit, it will post a notice on the College's website. The notice will show the position title and department, and describe the general job functions and responsibilities, the minimum qualifications to be considered for the position, and the classification of the position. The notice will remain posted for a minimum of 5 business days, provided a position in the lowest pay level of any position band need not be re-posted if it was posted within the preceding 60 calendar days. A copy of the notice will be provided to the Association President not later than the date of posting. The President may post copies on the Association's bulletin board(s). Employees who desire to be considered for the posted vacancy shall complete the on-line application process within the allotted time. Among equally qualified applicants from the bargaining unit (considering the training, experience, qualifications, skill, ability and availability to perform the required work), a preference will be given to the employee with the greater seniority. Bargaining unit employees already in the same position title as the position to be filled, but assigned to a different department or shift, may request transfer to that position before or during the posting period in accordance with other provisions of this CBA. The final decision on accepting or rejecting an applicant rests with the College.

2. Trial Period

Any employee tentatively assigned to a new position title through the posting procedure or a transfer shall be given a trial period of up to 60 days of work. The trial period may end earlier if the employee has demonstrated the ability to perform the new job title successfully or has demonstrated a lack of ability to make normal progress in performing the new job title. The trial period will commence within 30 work days after the tentative assignment is made, unless a longer period is mutually agreed upon by the Employer and the Association. If, after such trial period, it is found that the employee is able to successfully perform the job requirements, the employee will be awarded the new job title and corresponding pay retroactive to the beginning of the trial period. If it is found by the employee or the College that the employee is not able to successfully perform the job requirements, the employee shall be returned to his/her former job title unless it has been filled. Otherwise, the employee may be transferred to a comparable vacant position at the employee's original pay level, or transferred by mutual agreement to another vacant position

within the bargaining unit without prejudice, and the vacancy may be filled with another applicant in accordance with this Agreement. If it is necessary to return an employee to his/her former job title, the College may also reverse other assignments which have resulted from the original change in assignment.

3. Transfers

An employee may be transferred due to a divisional or departmental reorganization or for any other legitimate business-related reasons, provided transfers shall not be used for the sole purpose of denying promotional opportunities to the bargaining unit. The College will consider Expressions of Interest on file when making a transfer. Transfer shall be used in lieu of posting to grant a promotion only by mutual agreement of the College and the Association President.

4. Interim Assignments

An employee may be given an Interim Assignment to a position within the bargaining unit or to a position outside of the bargaining unit. An employee from this bargaining unit given an Interim Assignment to a position outside of the bargaining unit will continue to accrue seniority in this bargaining unit. At the end of an Interim Assignment, such an employee shall have the right to return to his or her former position or another mutually agreed-upon (by the College, the Association, and the bargaining unit member) bargaining unit position the employee is qualified to perform, absent just cause and subject to the other provisions of this Agreement.

D. **Position Responsibility Review**

1. Basis for Request

A written request for a Position Responsibility Review may be submitted by an employee, the Association President, or a supervisor who believes a substantial change in the employee's assigned job responsibilities has occurred (other than through an Interim Assignment). Relief for the position shall be provided only if:

- a. Such changes are the result of continuation of a previously approved grant of Responsibility Dollars; or
- b. Such changes are indefinite in duration and have resulted in at least half of the employee's time being spent on duties appropriate only to a different position level or band (by comparison to the historic base, rather than looking only at recent incremental changes).

2. Frequency

Position Responsibility Review requests for any position will be limited to two requests under subsection 1(a) by an employee or the Association President in any twelve month period, and one request under subsection 1(b) in any twelve month

period. This shall not prevent the College from requesting reclassifications as needed.

3. Procedure

- a. A requesting person will initiate the review process by submitting a completed Position Responsibility Review form to the supervisor and employee involved, Human Resources, the Association President, and the Dean/Executive Director for the employee's area. The Position Responsibility Review form will be made available on the College share drive, and will contain inquiries about the employee's duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, a description of any unusual one-time projects or substantial new temporary responsibilities that have been added to the employee's duties, and other relevant information. The Position Responsibility Review form must be accompanied by a current job description.
- b. Within two weeks of receiving the request, the Dean/Executive Director or designee will convene a meeting with the employee, supervisor, Association President or designee and the Dean/Executive Director or designee. The purpose of the meeting is to discuss and reach agreement on facts about the employee's actual job duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, expected duration of such changes, and other relevant information. Within five business days after such meeting, the Dean/Executive Director or designee will issue a proposed report of the meeting, setting forth the facts as disclosed at the meeting and will circulate the report to the individuals who participated in the meeting. Each participant can add comments to the report and return it to the Dean/Executive Director or designee within five business days. The Dean/Executive Director or designee will finalize and forward the final fact report (including comments and all documents submitted in connection with the request) to the Review Panel.
- c. Review Panel members are the respective Vice President, the Association President or designee and designated Human Resources representative.

Within three business days of receiving the fact report, the Vice President or designee will send an email to the Association President, or designee and the designated Human Resources representative, seeking input on the accuracy of the fact report and other issues relevant to the reclassification request. A meeting to discuss this matter will be conducted upon the request of the Association or the College.

Within five business days after the receipt of written input or a requested meeting, the Human Resources representative, in consultation with the

Review Panel, will draft a written, proposed recommendation to reclassify or restructure the position due to the indefinite changes to provide a temporary compensation supplement due to short-term changes or to refrain from any such action. The recommendation shall be accompanied by an explanation of the facts and reasoning supporting the Panel's recommendation. The Human Resources representative will then forward the recommendation (including comments and all documents submitted in connection with the request) to the Executive Director of Human Resources (or Senior Vice President for Administration in the absence of the Executive Director).

- d. Within five business days of receiving the recommendation, the Executive Director of Human Resources (or the Senior Vice President for Administration in the absence of the Executive Director) shall make a final decision (approving or disapproving the request), in writing, explaining the basis for the decision. Copies of the final decision will be forwarded to each participant in the procedure leading up to the final decision.

Time limits may be extended only by mutual written agreement of the Association and Human Resources.

4. Outcomes

- a. If a request is approved under subsection X.D.1(a), the employee may be granted a temporary stipend in accordance with Article XVII.C for up to six months as extra compensation for the extra work. If more time is required, the process may be repeated.
- b. If a request is approved under subsection X.D.1(b), the employee shall be reclassified unless the position is restructured or some duties are eliminated or reassigned to others. If the employee is reclassified as a result of the request, the salary adjustment will be effective retroactive to the date the request was submitted in accordance with this section. The job description shall be revised by Human Resources and a copy shall be given to the Association.

E. **Employment Agencies/Temporary Help**

In the event the College finds it necessary to utilize the services of temporary help agencies to perform work customarily performed by employees within the bargaining unit, the College will notify the Association President prior to the starting date. The Association President will also notify the Director of Human Resources of areas of concern regarding the utilization of such services. Following such notification the Director of Human Resources or his/her designee will review these areas of concern and will inform the Association President of his/her findings within two weeks of notification.

If an employee from an employment agency is replacing an employee on leave, the

temporary agency employee may be used for the duration of the leave. If the employee from the employment agency is not replacing an employee on leave, the duration of the employment may be no more than 30 days, without Association approval, unless the temporary agency employee is filling a position for which a competitive search process has been initiated.

F. **Unit Preservation**

The Employer will not use temporary or casual employees, or temporary help agency employees, for the primary purpose of permanently reducing or eliminating the bargaining unit.

ARTICLE XI. LAYOFF AND RECALL

A. **Layoff**

1. The College has the exclusive right to determine whether to layoff personnel and the exclusive right to determine the department(s) and position(s) in which such reductions will be made.
2. Within a department, layoffs shall occur in the affected position(s) in the following order, provided the remaining employees presently have the necessary training, experience, qualifications, skill and ability to efficiently perform the required work:
 - a. Temporary and/or probationary employees, as determined by the College
 - b. Regular employees, in accordance with seniority (lowest seniority first).

Regular employees in College-funded positions selected for layoff shall be notified at least 30 calendar days in advance. These notice requirements will not apply to any layoff necessitated by a situation where such advanced notice is not possible (e.g., due to emergency, loss of a grant or external funding source, etc.). A copy of any layoff notice issued will be provided to the Association President.

3. A laid off employee will be eligible to participate in employee benefit programs in the same manner as an employee who is on a leave of absence without pay, seniority permitting.

B. **Bumping**

1. Unless the layoff notice includes a return to work date within 30 calendar days, an employee scheduled for layoff may request to bump into another bargaining unit position. An eligible employee may, within five working days after receiving notice of such layoff, file with the Human Resources Department a written request to bump either: (a) the least senior employee in the department in the equal or lower rated compensation levels (a departmental bump); or (b) the least senior employee remaining in the same bargaining unit position band and compensation level in another department (a lateral bump); or (c) the least senior employee remaining in any department in the equal or lower rated compensation levels of the same

bargaining unit position band (a unit bump). The request will be granted only if the requesting employee has greater seniority than the person to be bumped and currently has the necessary training, experience, qualifications, skill and ability to efficiently perform the required work. If multiple employees scheduled for layoff at the same time elect to bump, the Association President and a College representative will meet to consider the requests filed and the best way to accommodate the requests with a minimum of disruption. An employee who makes a lateral bump shall continue to be paid at the employee's regular rate. An employee who makes a departmental bump or a unit bump shall be paid at the rate of the new position. An employee who is displaced by a lateral bump may make a unit bump subject to limitations listed above. An employee who is displaced by a departmental bump may make a unit bump subject to limitations listed above. An employee who is displaced by a unit bump shall be laid off without further notice or bumping rights.

2. An employee who bumps under this provision shall be subject to a trial period of up to 10 working days in a new position during which the employee must demonstrate that he/she can efficiently perform the required work. If the College or the employee determines that the employee is not able to efficiently perform the required work, the bump shall be reversed by placing the employee on layoff without further notice and recalling the displaced employee.
3. When a regular employee bumps into a temporary position, the employee maintains his/her regular status with regard to layoff and recall rights. An employee who is laid off or who has bumped into another position may apply for any open position.

C. **Recall**

1. A regular employee who has been laid off or who has bumped into another position shall be recalled to his/her former position or may be offered another vacant position in the inverse order of layoff when the College determines there is a vacancy in the position, provided the employee has not lost his/her seniority, no more than two years has passed since the layoff, and provided further the employee has the necessary training, experience, qualifications, skill and ability to efficiently perform the available required work.
2. Notification of recall from layoff may be given by any reasonable means, provided such notice shall be confirmed by certified mail, return receipt requested, to the employee's last known address. A recalled employee shall not be required to report for work within less than 14 days after notification, unless otherwise agreed by the employee. An employee who declines recall from a layoff or who, in the absence of extenuating circumstances, fails to return to work as scheduled shall be presumed to have resigned and his/her name shall be removed from the seniority list. Notification of recall from a bump may be given by any reasonable means and shall be effective on the date established by the College. An employee who declines recall from a bump shall forfeit his/her recall rights.

3. It shall be the employee's responsibility to notify the College of any change in address or telephone number. The employee's address and telephone number as they appear on the College's records shall be conclusive.

D. **General**

The layoff process shall not be used as a substitute for the just cause provisions of this agreement. A bargaining unit employee who is laid off will receive a letter from the Employer which indicates that his/her layoff was not a result of unsatisfactory performance.

ARTICLE XII. DISCIPLINARY ACTION

A. **Just Cause**

Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.

B. **Complaints**

1. If the College receives a credible complaint of misconduct against a bargaining unit member, it shall notify the member as soon as reasonably practical, but within not more than 20 working days after receiving the complaint, absent good cause for delay. Good cause for delay could include, but is not limited to, the member being on vacation or leave of absence or the sensitivity of the investigation being such that informing the member could compromise proper investigation of the complaint, etc.
2. The notification shall include a reasonably detailed summary of the complaint, including the name(s) of the complainant(s) in appropriate circumstances, unless a copy of the complaint is provided. If notification is delayed, it shall also include an explanation of the reason(s) for the delay.
3. A complaint not timely reported to a bargaining unit member in accordance with Subsection 1 shall not be used for disciplinary action.

C. **Progressive and Corrective Discipline**

The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct an employee's unsatisfactory conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension or discharge or in other cases in which it does not appear likely to result in successful correction.

Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge). Level 1 will be for relatively minor problems where the employee has had few, if any, prior problems. Level 2 will be for repeat or frequent or multiple minor problems. Level 3 will involve a suspension without pay for one to five work days and will be for more serious problems or for continuing problems after the employee fails to respond to lesser discipline. Level 4 will involve discharge and will be for serious problems or for continuing problems after the employee fails to respond properly to Level 2 or Level 3 discipline. Nothing contained in the Agreement shall be construed to prevent the College from imposing Level 3 or 4 discipline immediately (after informal hearing) in appropriate cases or from suspending any employee pending further investigation.

D. **Investigations**

Except in unusual circumstances, an employee subject to possible discipline will be interviewed by the College prior to a decision being made about whether or not to take disciplinary action. In deciding what (if any) disciplinary action to take, the College shall consider an employee's prior disciplinary record, including evidence of good or improved behavior. An employee shall, upon request, be accompanied by an Association representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

E. **Hearings**

Before imposing Level 3 or 4 discipline, the College shall (in addition to any investigatory interview) offer an employee an informal hearing during which the employee is informed of the allegations against him or her and the general nature of the evidence and is given an opportunity to respond by providing evidence and explanation. If requested by the employee or the College, an Association representative shall attend any such hearing and represent the employee.

F. **Disciplinary Reports**

The College shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction. If requested by the employee or the College, an Association representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action. A Level 3 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and nature of any previous disciplinary actions. Any disciplinary notice shall be placed in the disciplined employee's personnel record, with a copy given to the disciplined employee and another copy sent to the Association President. The employee shall be given an opportunity to sign the disciplinary report and to write a response or rebuttal to be placed in the employee's personnel record.

A bargaining unit member may file a written request with Human Resources for removal of Level 1 and Level 2 disciplinary reports from the member's personnel record after one year. The bargaining unit member will be notified of the decision regarding the request for removal and a reason, if denied. If there has been no request for removal of the disciplinary

document(s) or the request for removal was denied and no additional disciplinary action against the bargaining unit member has been initiated within two years, any Level 1 and Level 2 disciplinary report(s) more than two years old will be inadmissible in any subsequent disciplinary action against the bargaining unit member, unless the previous discipline is related to the current offense(s) or misconduct or there is an agreement between the parties to admit it.

ARTICLE XIII. TERMINATION OF EMPLOYMENT

A. **Notice**

Employees who voluntarily terminate employment with the College will notify the Human Resources Department at least 14 calendar days prior to their termination date.

B. **Paid Time Off**

Accumulated paid time off will be paid to employees at the date of termination in conformance with Article XV.

C. **Benefits**

Health Care, Dental and Vision coverage will continue to the end of that calendar month.

ARTICLE XIV. COMPENSATION

A. **Wage Schedule**

1. At the start of the first full payroll period beginning on or after final ratification, each eligible employee who has been in their current level and step on the Wage Schedule (Appendix A) for at least one year will advance one step. Thereafter, each eligible employee will advance one step upon completion of each additional year of active work in their level and step until reaching the top step (*e.g.*, an employee in her level and step since 2/1/12 will advance one step at the next full payroll period following 2/1/13 and annually thereafter, assuming ratification before that date; an employee who advances following ratification will advance a year later; etc.). An employee is not eligible to advance while on unpaid leave of absence or layoff. Pay rate changes will be effective at the beginning of the payroll period starting closest to the date the employee is eligible for a step increase (*i.e.*, at the beginning of the payroll period if the employee's eligibility date falls within the first week of the payroll period, otherwise at the beginning of the next payroll period).

2. An eligible employee who is at or above the top of the new scale and receives no rate increase as of the start of the first full payroll period beginning on or after final ratification, and each subsequent fiscal year during the life of this agreement will receive a one-time lump sum payment, in the following manner:

| <u>Years of Service in the Bargaining Unit</u> | <u>Lump Sum Amount</u> |
|--|------------------------|
| Less than 14 | \$750 |
| 14 to 19 | \$1,000 |
| 20-24 | \$1,250 |
| 25-29 | \$1,500 |
| 30 or more | \$1,800 |

3. An eligible employee whose red-circled rate of pay falls on the annual pay schedule for the first time will be placed on the schedule at the new rate. If that employee's annual pay increase (projected at 2080 hours per year) is less than the lump sum schedule amount, the employee will receive a lump sum payment in an amount which, when added together with the employee's annual pay increase, will equate to the lump sum schedule amount.
4. If the contract expires and no successor agreement has been negotiated, employees shall not further advance on the steps until a successor agreement has been reached, unless otherwise agreed to by the parties in writing.
5. Either party may reopen negotiations with respect to salaries only, by delivering written notice of reopening to the other party during the month of March, 2022.

B. Hiring Range

For each year of the Agreement, new employees will be hired and placed on the salary schedule as follows:

- 0-3 years of related experience hired in at Step One
- 3-6 years of related experience hired in at Step Two
- 6-9 years of related experience hired in at Step Three
- 9+ years of related experience hired in at Step Four

If circumstances indicate a need to deviate from the stated hiring range, a representative of the Human Resources Department will meet with a representative designated by the Association to discuss the reason(s) necessitating deviation from the established hiring range. Such discussions shall be held prior to making a formal offer of employment to the prospective employee.

C. Rate of Pay in the Event of Transfer, Promotion, Demotion, Interim Assignment or Reclassification

1. In the event of a promotion, transfer, reclassification or interim assignment that results in movement to a position with a higher pay level, the employee will be placed at the step in the new classification having the rate that is closest to the

average of the rate for the employee's former level and step and the rate for the same step in the new level. . The rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the promotion, transfer, reclassification or interim assignment.

2. In the event of an interim assignment that results in movement to a position with a lower pay level, the employee's pay rate will be the same as if the assignment had not been made.
3. In the event of a demotion, transfer, or reclassification that results in movement to a position with a lower pay level, the employee will suffer no reduction in pay, unless otherwise agreed by the employee. The pay rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the demotion, transfer, or reclassification.
4. In the event of a transfer or reassignment that results in movement to a position within the same pay level, the employee will remain at the same pay step.

D. **Responsibility Dollars**

Responsibility Dollars are paid to employees who take on additional responsibilities that are temporary in nature. Compensation will be provided when responsibilities are either for unusual one-time projects or responsibilities normally assigned to someone with a higher job classification. Responsibility dollars are not provided to employees for additional work related to normal fluctuations in workload or changing responsibilities within an employee's scope of responsibility.

Process: The manager assigning the additional responsibilities will propose the assignment and the application of responsibility dollars in writing to the manager's supervisor at the level of Dean or above. If approved, the proposal will be provided to the Director of Human Resources. The Association President will receive a copy of the proposal.

1. The proposal will include a description of the additional responsibilities as well as the starting date and ending date for the additional responsibilities.
2. The approval of responsibility dollars will not exceed six months. If more time is required to complete the assignment, responsibility dollars can be extended by completing the process for Position Responsibility Review.
3. The amount paid for these responsibilities will be prorated from a \$3,000 annual stipend.
4. The Director of Human Resources will review the proposal and notify the manager and the Association President of the final decision.
5. If the proposal is approved, the Director of Human Resources will notify payroll of the amount and duration of the additional pay.

6. Human Resources will maintain an electronic file with details of all responsibility dollars. The Association President will be given access to the file.

E. **Degree Recognition**

1. Bargaining unit employees who, after the effective date of this agreement, earn a certificate or degree that is job related and beyond what is specified in the band and level classification of their position shall receive a onetime payment not added to base of \$400 for a certificate, \$600 for an Associates, \$800 for bachelors, \$1,000 for masters. The certificate or degree must require at least 30 credit hours.
2. Bargaining unit employees are responsible for notifying the Human Resources Department of their qualification and providing the appropriate transcripts or certificates of completion. Upon verification, the payment will be made on the next regularly scheduled pay date.

F. **Premium Pay Rates**

An employee shall be paid one and one-half times the employee's regular rate of pay for hours actually worked in the following circumstances:

1. All hours actually worked in excess of 40 hours in any work week.
2. All hours actually worked on a holiday recognized under this Agreement.

ARTICLE XV. HOLIDAYS, PAID TIME OFF, AND PAID SICK LEAVE

A. **Holidays**

1. The following shall be considered as holidays for the purpose of this Agreement:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. The day following Thanksgiving Day
 - h. Christmas Eve Day (as defined in A.1.k below)
 - i. Christmas Day
 - j. New Year's Eve Day (as defined in A.1.k below)
 - k. Two additional days off with pay (the day before Christmas and the day before New Year's Day), will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

2. A holiday for which an employee receives holiday pay and during which he/she did not work shall be considered as credited service for the purposes of this Article.
3. Eligible employees under these provisions shall receive eight hours pay computed at their regular base straight time hourly rate.
4. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such work at the rate of one and one-half times the straight-time base hourly rate, in addition to regular holiday pay.
5. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.
6. Additional Leave Days. The following days will constitute additional paid leave days. For pay purposes, these days will not be considered as holidays. These days will be as follows:

December 28, 29, 30, 2020
 December 27, 28, 29, 30, 2021
 December 26, 27, 28, 29, 30, 2022
 December 26, 27, 28, 29 2023
 December 26, 27, 30, 2024

B. Paid Time Off

1. Bargaining unit employees will accrue Paid Time Off (PTO) benefits in accordance with the following schedule for each biweekly payroll period for which they have at least 80 hours of credited service (including hours actually worked, paid holidays, approved Paid Time Off, approved Paid Sick Leave, paid Additional Leave days and other approved paid leaves of absence under this Agreement), subject to the maximum accumulation of accrued PTO at any time. An employee's scheduled hours lost solely due to the College being closed shall be deemed credited service for purposes of PTO accrual if not covered by any other form of credited service.

| <u>Full-time LCC</u> | <u>Paid Time Off</u> |
|--------------------------------|-------------------------------------|
| <u>Service Required</u> | <u>Biweekly Accrual Rate</u> |
| 1st through 2nd years | 3.68 hours |
| 3rd through 5th years | 4.60 hours |
| 6th through 10th years | 5.52 hours |
| 11th through 14th years | 6.44 hours |
| 15th and subsequent years | 7.67 hours |

Maximum accumulation at any time: 400 hours

Paid Time Off will be paid at the applicable regular hourly rate of pay, exclusive of all premiums, which the employee is earning at the time of commencing the Paid Time Off.

2. All requests for use of PTO must be made in writing or electronically for approval by the immediate Supervisor, or designee. The employee will be notified of approval within a reasonable time frame. Such approval shall not be arbitrarily or capriciously denied.
3. An employee will be paid for earned but unused PTO benefits up to a maximum of 400 hours on the pay period following the date of termination, unless the employee voluntarily terminates without 14 calendar days written notice to the Employer (absent a request for resignation by the Employer), or is terminated for gross misconduct.

C. **PTO Sell Back**

PTO sell back employees may “sell back” up to 40 hours of earned and unused PTO in 8 hour increments, subject to the following:

1. Applicants to “sell back” hours will be submitted in writing to Human Resources from October 1 through October 15 of each year covered by this Agreement.
2. Applicants must have at least 40 hours of unscheduled PTO remaining in their bank after the hours are sold back.
3. Payments to eligible applicants will be made at their regular straight time rate of pay, exclusive of any premiums, and will be scheduled for payment during the first full pay period after November 1.

D. **Paid Sick Leave**

1. Bargaining unit employees will accrue Paid Sick Leave (PSL) at the rate of 3.68 hours for each biweekly payroll period for which they have at least 80 hours of credited service (including hours actually worked, paid holidays, approved Paid Time Off, approved Paid Sick Leave, paid Additional Leave days and other approved paid leaves of absence under this Agreement). An employee’s scheduled hours lost solely due to the College being closed shall be deemed credited service for purposes of PTO accrual if not covered by any other form of credited service.
2. PSL hours shall be used only for the following purposes:
 - a. The employee's health related appointments, (doctor, dental, optical, etc.) illness, injury, or hospitalization; or
 - b. Illness in the employee's immediate family (up to 48 hours per year).

For purposes of this section, a member of the employee's immediate family is defined as mother, father, sister, brother, daughter, son, grandfather, grandmother, grandchild, step-parent, step-child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and other members of the employee's household..

3. PSL hours will not be charged for an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.
4. PSL hours will not accumulate beyond 1,200 hours. The maximum number of PSL hours that may be used at any one time is the number of working hours necessary to carry the employee through the 90-day qualification period for long term disability insurance.

E. **Paid Sick Leave Bank**

Bargaining unit members may donate up to 24 hours annually of their own PSL to the Association Sick Leave Fund for purposes of providing paid sick leave to employees who have exhausted their own PSL.

1. The Association shall carry forward any unused hours from year to year up to a maximum cap not to exceed 24 hours times the number of bargaining unit members at the end of the fiscal year.
2. Members who apply for usage of these funds must exhaust their own PSL hours before being considered for additional paid sick leave hours from the Fund. The Association shall govern the Sick Leave Fund and its disbursement to members.

F. **Payout of Sick Leave**

1. Except as specified below, upon separation of employment, each bargaining unit member who has completed at least twenty years of service within the bargaining unit, shall receive, upon separation of employment, the amount of 60 dollars for each accumulated and unused paid sick leave days remaining in their sick leave bank, up to a maximum of 150 days.
2. Such payments will not be made if any of the following occurs:
 - a. The employee does not provide at least 60 days written notice of separation to their Supervisor and the Human Resources Director of Compensation and Benefits.
 - b. The employee is terminated for misconduct.

ARTICLE XVI. LEAVES OF ABSENCE

A. **General**

Except as otherwise expressly provided in this Agreement, all leaves of absence are without pay and may be granted or denied within the sole discretion of the College. Except as expressly provided in this Agreement, fringe benefits (including, but not limited to, PTO, holidays, insurance coverage, etc.) are not provided during any leave of absence without pay, and all accrued benefits are frozen until return from such leave. Employees on approved leave of absence without pay may continue certain insurance coverages in effect only as provided by law or as provided in the Insurance article of this Agreement. Seniority continues to accrue during any approved leave of absence. At the conclusion of an approved leave of absence of up to 90 days, an employee will be returned to the position from which the leave was taken unless it has been eliminated. Otherwise, an employee returning from an approved leave of absence will be returned to another position the employee is qualified to perform in the same salary level, if available and seniority permitting.

B. **Administrative Leave**

The College may, within its sole discretion, authorize or direct an employee to take an administrative leave of absence with pay, where such leave would benefit the employee or the College.

C. **Personal Leave**

Upon written request, an employee may be granted a personal leave of absence by the College, without pay or benefits, not to exceed one year in duration. Personal leave shall be used in increments of at least one week and may be used for purposes of continuing education, caring for an incapacitated member of the employee's immediate family, childbearing purposes, or taking care of similarly important matters that cannot be handled without such a leave.

D. **Family/Medical Leave**

A leave of absence without pay shall be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued Paid Time Off or Sick Leave (if applicable) for leave which would otherwise be unpaid under the Act. Employees on Family/Medical Leave may be eligible for workers compensation benefits or sickness and accident benefits while on Leave under this Section. The employee shall provide the College with timely notice and with such health care provider certifications or other documentation as the College requests in accordance with the Act and applicable regulations. An employee who fails to provide such notice and certification or other documentation or who fails to maintain contact as directed by the College shall be deemed to have waived any and all rights under this Section and under the Act. Return to work shall be governed by the provisions of the Act. An employee who fails to return to work at the conclusion of a leave under this Section may be required reimburse the College for group insurance premiums and costs paid by the College, as permitted under the Act and applicable regulations.

E. **Disability Leave**

A non-probationary employee who has exhausted all leave rights to Family/Medical Leave may be granted a disability leave for periods during which the employee receives disability benefits under the College's short-term disability or workers' compensation insurance programs for up to one year (inclusive of FMLA leave time), or such longer period as required by law. As a condition of commencing and continuing such leave, the employee must provide Human Resources with updated information about the employee's medical condition, ability and intention to return to work, as directed by Human Resources.

F. **Bereavement Leave**

If a death occurs in an employee's immediate family, the employee shall be granted up to 40 hours off without loss of pay as required for the employee to make necessary arrangements and attend the funeral or memorial services. Immediate family means the employee's current spouse, mother, father, son, daughter, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, stepchildren, sister-in-law, brother-in-law, or stepparent. Special circumstances may warrant deviation in granting bereavement leave subject to the approval of the Divisional Dean and the director of Human Resources prior to the commencement of the leave.

G. **Jury Duty Leave**

A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. A non-probationary employee shall receive full pay for the employee's regularly scheduled hours of work necessarily lost during such leave, to a maximum of 60 working days, provided the employee informs the College within three working days after receiving a jury summons, and provided further that the employee pays over to the College all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

H. **Court Appearances**

Employees shall be granted time off without pay when compelled to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties or in which the College is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.

I. **Educational Leave**

A non-probationary employee may be granted a leave of absence without pay to attend a full-time course of study for purposes of obtaining additional education or training which will be beneficial to the employee and the College. Employees' work schedules may be altered to accommodate attendance at educational or training courses requested by the employee. Seniority and other benefits shall be frozen and shall not accrue during an educational leave of absence.

J. **Public Office or Association Office Leave**

A leave of absence without pay may be granted to a non-probationary employee for purposes of seeking or filling an elective or appointive public office or an elective or appointive Association office, provided the employee's activities do not violate applicable law or ethical standards. Such a leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.

K. **Military Leave**

Employees who enter the military service of the United States (including units of the Reserve or National Guard) shall be granted leaves of absence and reinstatement or re-employment rights as required by applicable law and regulations, provided they comply with law and regulations relating to prior notice of leave and eligibility and procedures for return to work. During a military leave, employees shall not earn, accrue or use any employment benefits except as provided by applicable law and regulations.

ARTICLE XVII. GROUP INSURANCE

A. **Group Insurance** During the term of this Agreement, the Employer shall sponsor the following group insurance programs for eligible employees:

1. Employees shall be eligible to participate in a group health plan, a group dental plan, and a group vision plan with the same benefits and same cost sharing as applied to other bargaining units through the Health Care Task Force/Labor Coalition process or any successor process involving a majority of the College's bargaining units.
2. Employees shall be eligible to participate in a life insurance plan provided by a carrier selected by the Employer and providing a death benefit in the amount of \$50,000.00 (subject to age-based reductions imposed by the carrier) and an accidental death rider of equal amount. The Employer shall pay the premiums for such coverage for full time employees on the active payroll. If offered by the Employer's insurance carrier, employees may purchase additional (supplemental and/or dependent) coverage at their own cost.
3. Employees shall be eligible to participate in a long-term disability plan provided by a carrier selected by the Employer and providing maximum benefits of sixty-six and two-thirds percent (66-2/3%) of the employee's basic weekly earnings, to a maximum of \$5,000.00 per month, subject to any adjustments, offsets and limitations set forth in the insurance policy. Benefits begin after 90 consecutive days of disability and continue for the period specified in the policy (until at least age 65 or until the employee is capable of work, whichever occurs first). In order to qualify for benefits, the employee must be participating in the plan at all relevant

times and must submit a completed disability benefit claim form and establish to the satisfaction of the carrier that the employee is disabled. The Employer shall pay the premiums for such coverage for full time employees on the active payroll.

4. Employees shall not become eligible for coverage until the first day of the month following employment in a full-time position and submission of all documents (including enrollment or application forms) required for participation in the insurance plans. All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the College's insurance carriers. The College's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified. The College shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverage or benefits (except disputes relating to unjustifiable non-tender of premiums) shall not be subject to the Grievance Procedure. The insurance policies, other than those required under Section A.1 of this Article, are to be selected and arranged at the sole discretion of the College.
5. Subject to restrictions imposed by the carriers, the College shall continue to pay its share of premiums to maintain insurance coverage in effect under subsection (A) through the end of the insurance billing cycle during which an employee retires or resigns with at least 14 days written notice (during which the employee continues to work) or commences a layoff or unpaid leave of absence. The College shall continue to pay its share of premiums to maintain insurance coverage in effect under Section A for employees who are on paid leave of absence but not for those who are on unpaid leave of absence except as otherwise required by law. However, the College shall allow employees on approved leave of absence without pay to continue College group insurance benefits provided the employee is responsible for all premium payments and provided self-payment is permitted by the carriers. Employees who are discharged or who quit, resign, or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

B. Flexible Benefit Plan

The Employer will maintain a Flexible Benefits Plan to provide Employee Health Coverage Premium Payment, Healthcare Flexible Spending Account, and/or Dependent Care Flexible Spending Account as elected by participating employees. Benefits shall be funded through voluntary salary reduction agreements and/or waiver incentives, all of which shall be effective at the beginning of the first full payroll period beginning on or after employees become participants. Elections concerning participation in the Flexible Benefits Plan shall be effective for the period of coverage set forth in the Plan documents and shall be irrevocable except to the extent permitted under the Internal Revenue Code and applicable regulation. Employees who have selected to participate in a plan with a

Health Savings Account (HSA) are not eligible to participate in Healthcare Flexible Spending Account (FSA).

ARTICLE XVIII. ADDITIONAL EMPLOYEE BENEFITS

A. Employee Parking

The College will provide surface parking lots which may be used by bargaining unit employees at no cost. An annual parking fee shall be in effect from time to time for the College parking ramp facility. The annual charge will be pro-rated for part-year use of the parking ramp facility. The College may require parking cards, decal, or other methods of control for each bargaining unit member's vehicle and will furnish parking cards, decals, or other methods of control at College expense. If the cards, decals, or other methods of control are lost or misplaced, a replacement fee will be charged. No bargaining unit member will be permitted to park more than one vehicle in College parking facilities at any time.

B. Admission to Lansing Community College Courses

1. Employees will be granted tuition scholarships (excluding any associated fees) for courses they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours. It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
2. Employee dependents as defined by the Internal Revenue Service for income tax purposes (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors such as facility and equipment limitations and current safety standards.
3. Courses that are approved and assigned by the Supervisor (i.e., courses that directly benefit the employee's current job placement) can take place during the regularly scheduled work hours. The College will pay any tuition and/or fees for such course work.

ARTICLE XIX. RETIREMENT AND ANNUITIES

All bargaining unit employees shall participate in the Michigan Public School Employees Retirement System (MPERS) with Employer and employee contributions made consistent with the MPERS statutory rates. The College shall also sponsor pre-tax annuity plans ("403(b)" and "457" plans) for optional employee participation consistent with sections 403(b) and 457 of the United States Internal Revenue Code.

ARTICLE XX. GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as a claim made by one or more bargaining unit members, alleging a violation, misinterpretation and/or misapplication of a specific article or section of this Agreement as written and/or the College's Policies related to employment practices.
2. An "aggrieved bargaining unit member" is a member who is directly affected by an alleged violation, misinterpretation, or misapplication and, therefore, will make a claim as a "grievant." The Association is the "grievant" when Association rights have been allegedly violated. A grievance which affects two or more aggrieved bargaining unit members may be initiated by the affected members or may be processed as an Association grievance, but not both.

B. Purpose

1. The purpose of this procedure is to secure and document, 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, subject to procedural compliance.
2. Nothing contained herein will be construed as limiting the right of any aggrieved bargaining unit member having a grievance or other concern to discuss the matter informally with any appropriate member of the administration and/or have the matter adjusted, without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure

The parties recognize that it is important for grievances to be processed as rapidly as possible. Consequently, the number of days indicated at each level should be considered a maximum; and every effort should be made to expedite the process. Time limits may be extended only by written (or electronic) mutual agreement by the parties. In the event that prescribed action is not taken by the aggrieved bargaining unit member or the Association within the grievance time limits specified herein, the grievance will be deemed settled and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. Any aggrieved bargaining unit member shall have the right to Association representation at all levels of the grievance procedure. The grievance form as found in Appendix C shall be made available to members by the College's Human Resources Department and the Association.

1. **Level One – Informal Discussion and Written Grievance**
 - a. Individual Member Grievances. An aggrieved bargaining unit member shall discuss the matter giving rise to the grievance with his/her supervisor within 21 calendar days of the event giving rise to the grievance with the objective

of resolving the matter informally and may request an Association Representative to attend.

If the aggrieved bargaining unit member is unsatisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved bargaining unit member shall file a written grievance setting forth the detailed facts and the specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired.

The aggrieved bargaining unit member is encouraged to consult with an Association Representative prior to writing and submitting the grievance.

The written grievance must be delivered to the grievant's supervisor and copies delivered to the College Human Resources Department and the Association offices within 28 calendar days of the event giving rise to the grievance.

- b. Association Grievances. Matters involving Association grievances will be discussed with the appropriate administrative official as designated by the College's Executive Director of Human Resources in an attempt to resolve the matter informally. If the matter is not resolved informally and the Association desires to further pursue the matter, the Association must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated and stating the settlement desired) within 28 calendar days of the event giving rise to the grievance. The Association grievance must be delivered to the supervising Dean or other administrative official as designated by the College's Executive Director of Human Resources and a copy delivered to the College Human Resources Department.
- c. Level One Written Disposition. Within 14 calendar days of delivering the written grievance, the grievant and/or an Association representative will arrange to meet with the grievant's supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) in an effort to resolve the issue. The supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or an Association representative within 14 calendar days after such meeting.

2. **Level Two – Human Resources Review**

- a. Association Request for Review. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has been rendered in the time allowed, the grievant or the Association may advance the grievance by delivering a written appeal to the College's Executive

Director of Human Resources or the Executive Director's designee within 14 calendar days after the written disposition is issued, or if no written disposition is timely issued, within 14 days after the due date for the written disposition. The written appeal shall contain a brief explanation of the reason(s) for rejecting the disposition and any change in the settlement proposed, and shall be signed by the aggrieved employee(s) and the Association representative.

- b. **Human Resources Written Answer.** Within 14 calendar days after delivery of the written appeal, the grievant or an Association representative will arrange to meet with the Executive Director of Human Resources or his/her designee to discuss the disputed issue(s) in the grievance. Absent agreement for a longer period, the meeting shall be held within 14 calendar days after delivery of the written appeal. The Association and the College may each have up to three additional people present to participate in the discussion. Within 14 calendar days from the date of the Level Two meeting the Executive Director of Human Resources or designee will reply with a written answer to the appeal.

3. **Level Three – Voluntary Mediation**

If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within 14 calendar days of the Level Two answer. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association, and the College.

4. **Level Four – Arbitration.**

- a. **Association Request for Arbitration.** If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of 7 arbitrators with the Michigan Employment Relations Commission and delivering a copy of the request to the College's Human Resources Department within 28 calendar days after either (1) the mediation date; or (2) the date the parties elected to forgo mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

- b. **Arbitrator Selection.** An arbitrator shall be selected by mutual agreement of the parties when possible, otherwise by each party alternately striking a name from the panel provided by the Michigan Employment Relations Commission, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the Michigan Employment Relations Commission is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is

cancelled, the canceling party shall pay the cancellation costs unless there is agreement to share the costs.

- c. Powers of the Arbitrator. The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement; or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall have no power or authority to change any classification wage rates, workloads or performance standards, but may otherwise rule on grievances involving such matters.
- d. Cooperation. The College and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the College's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.
- e. Costs and Expenses. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be paid by the College if the grievance is granted in its entirety, shall be paid by the Association if the grievance is denied in its entirety, and shall be shared equally by the parties if the grievance is granted in part and denied in part.

ARTICLE XXI. AGREEMENT IMPLEMENTATION

A. Special Conferences

- 1. Special Conferences on important matters, excluding grievances and negotiations, will be arranged between the Employer and the Association upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement.
- 2. Unless otherwise agreed, Association representation at Special Conferences shall be limited to not more than two employee representatives and one non-employee representative.

3. Special Conferences shall be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be delivered before the meeting. Matters taken up shall be confined to those included on the agenda, unless otherwise agreed by the parties.
4. Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.
5. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

B. Interpretation, Administration and Amendment

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the President of the Association and/or his/her designated representative and the Director of Human Resources and/or his/her designated representative will meet following the initial written request of either party within 10 working days following the date of the request to determine provision interpretation and/or remedial procedures required. These time limits may be waived by mutual agreement. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association by the President of the Association and submitted in writing to the LCC Board of Trustees or its duly authorized agent by the Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE XXII. EMERGENCY MANAGER

- A. The provision set forth in Subsection 2 is included solely as a result of MCL 423.215(7) and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of 2012 PA 436, or of the appointment or actions of any Emergency Manager, if one is ever appointed. The parties agree that, as of the date of ratification of this Agreement, the provisions of the Local Stability and Choice Act, 2012 PA 436, do not apply to community colleges.
- B. An emergency manager appointed under the Local Government and School District Fiscal Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify,

or terminate the collective bargaining agreement as provided in the Local Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575.

ARTICLE XXIII. DECLARATION OF GOOD FAITH

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the continuous and uninterrupted operation of the instructional program during the normal school year. The Association, therefore, agrees that there shall be no interruption of these services by its officers, representatives or members, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or engage in unlawful picketing of the College's premises. The Association further agrees that there shall be no strikes, boycotts, sit-downs, slow-downs, stay-ins, stoppages of work or other acts that interfere with the services of the College. There shall be no lockout of Association employees by the College.

Violations of the foregoing may be made the subject of disciplinary action or discharge from employment as to the employees and/or exercise of any legal right or remedy as to the Association.

ARTICLE XXIV. WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association agree that for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXV. AGREEMENT SAVINGS

If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplement thereto, shall remain in full force and effect, and the Board and the Association at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE XXVI. AMENDMENTS TO THIS AGREEMENT

No provision of this Agreement shall be changed or altered unless such change or alteration is agreed to in writing between the College and the Association.

ARTICLE XXVII. DURATION OF AGREEMENT

This Agreement continues in full force and effect from July 1, 2020, until midnight June 30, 2025, when it shall terminate. Upon mutual agreement of the parties, this contract may be amended or modified at any time during this term.

Signatures

FOR THE BOARD OF TRUSTEES

FOR THE ASSOCIATION

Chair, LCC Board of Trustees Date

President, LCC Chapter, ESP Date

Secretary, LCC Board of Trustees Date

MEA Representative Date

APPENDIX A. WAGE SCALE

2020-2021

| Step/Level | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|----------------|----------|----------|----------|----------|----------|
| Step 1 | \$ 13.80 | \$ 15.61 | \$ 17.84 | \$ 21.43 | \$ 23.82 |
| Step 2 | \$ 14.36 | \$ 16.24 | \$ 18.55 | \$ 21.23 | \$ 24.78 |
| Step 3 | \$ 14.94 | \$ 16.89 | \$ 19.31 | \$ 22.08 | \$ 25.78 |
| Step 4 | \$ 15.46 | \$ 17.48 | \$ 19.98 | \$ 22.85 | \$ 26.67 |
| Step 5 | \$ 16.01 | \$ 18.10 | \$ 20.68 | \$ 23.65 | \$ 27.61 |
| Step 6 | \$ 16.56 | \$ 18.73 | \$ 21.41 | \$ 24.47 | \$ 28.57 |
| Step 7 | \$ 17.14 | \$ 19.39 | \$ 22.16 | \$ 25.33 | \$ 29.58 |
| Step 8 | \$ 17.74 | \$ 20.07 | \$ 22.92 | \$ 26.22 | \$ 30.61 |
| Step 9 | \$ 18.36 | \$ 20.76 | \$ 23.73 | \$ 27.13 | \$ 31.68 |
| Step 10 | \$ 18.91 | \$ 21.39 | \$ 24.44 | \$ 27.94 | \$ 32.63 |
| Step 11 | \$ 19.48 | \$ 22.03 | \$ 25.17 | \$ 28.79 | \$ 33.61 |
| Step 12 | \$ 20.07 | \$ 22.69 | \$ 25.92 | \$ 29.65 | \$ 34.62 |
| Step 13 | \$ 20.67 | \$ 23.37 | \$ 26.70 | \$ 30.54 | \$ 35.66 |
| Step 14 | \$ 21.29 | \$ 24.07 | \$ 27.51 | \$ 31.47 | \$ 36.72 |
| Step 15 | \$ 21.93 | \$ 24.79 | \$ 28.33 | \$ 32.41 | \$ 37.82 |

2021-2022

| Step/Level | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|----------------|----------|----------|----------|----------|----------|
| Step 1 | \$ 14.01 | \$ 15.84 | \$ 18.11 | \$ 21.75 | \$ 24.18 |
| Step 2 | \$ 14.58 | \$ 16.48 | \$ 18.83 | \$ 21.55 | \$ 25.15 |
| Step 3 | \$ 15.16 | \$ 17.14 | \$ 19.59 | \$ 22.41 | \$ 26.17 |
| Step 4 | \$ 15.69 | \$ 17.74 | \$ 20.27 | \$ 23.19 | \$ 27.07 |
| Step 5 | \$ 16.25 | \$ 18.37 | \$ 20.99 | \$ 24.00 | \$ 28.02 |
| Step 6 | \$ 16.81 | \$ 19.01 | \$ 21.73 | \$ 24.84 | \$ 29.00 |
| Step 7 | \$ 17.40 | \$ 19.68 | \$ 22.49 | \$ 25.71 | \$ 30.02 |
| Step 8 | \$ 18.01 | \$ 20.37 | \$ 23.26 | \$ 26.61 | \$ 31.07 |
| Step 9 | \$ 18.64 | \$ 21.07 | \$ 24.09 | \$ 27.54 | \$ 32.15 |
| Step 10 | \$ 19.19 | \$ 21.71 | \$ 24.81 | \$ 28.36 | \$ 33.12 |
| Step 11 | \$ 19.77 | \$ 22.36 | \$ 25.55 | \$ 29.22 | \$ 34.11 |
| Step 12 | \$ 20.37 | \$ 23.03 | \$ 26.31 | \$ 30.09 | \$ 35.14 |
| Step 13 | \$ 20.98 | \$ 23.72 | \$ 27.11 | \$ 31.00 | \$ 36.19 |
| Step 14 | \$ 21.61 | \$ 24.43 | \$ 27.92 | \$ 31.94 | \$ 37.27 |
| Step 15 | \$ 22.26 | \$ 25.16 | \$ 28.76 | \$ 32.90 | \$ 38.39 |
| Step 16 | \$ 22.93 | \$ 25.92 | \$ 29.62 | \$ 33.88 | \$ 39.55 |

2022-2023

| Step/Level | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|----------------|----------|----------|----------|----------|----------|
| Step 1 | \$ 14.22 | \$ 16.08 | \$ 18.38 | \$ 22.07 | \$ 24.54 |
| Step 2 | \$ 14.80 | \$ 16.73 | \$ 19.12 | \$ 21.88 | \$ 25.53 |
| Step 3 | \$ 15.39 | \$ 17.40 | \$ 19.89 | \$ 22.74 | \$ 26.56 |
| Step 4 | \$ 15.93 | \$ 18.01 | \$ 20.58 | \$ 23.54 | \$ 27.48 |
| Step 5 | \$ 16.49 | \$ 18.64 | \$ 21.30 | \$ 24.36 | \$ 28.44 |
| Step 6 | \$ 17.07 | \$ 19.29 | \$ 22.05 | \$ 25.21 | \$ 29.44 |
| Step 7 | \$ 17.66 | \$ 19.97 | \$ 22.83 | \$ 26.10 | \$ 30.47 |
| Step 8 | \$ 18.28 | \$ 20.67 | \$ 23.61 | \$ 27.01 | \$ 31.54 |
| Step 9 | \$ 18.92 | \$ 21.38 | \$ 24.45 | \$ 27.95 | \$ 32.64 |
| Step 10 | \$ 19.48 | \$ 22.03 | \$ 25.18 | \$ 28.79 | \$ 33.62 |
| Step 11 | \$ 20.07 | \$ 22.69 | \$ 25.93 | \$ 29.66 | \$ 34.62 |
| Step 12 | \$ 20.67 | \$ 23.37 | \$ 26.71 | \$ 30.54 | \$ 35.67 |
| Step 13 | \$ 21.29 | \$ 24.07 | \$ 27.51 | \$ 31.46 | \$ 36.73 |
| Step 14 | \$ 21.94 | \$ 24.79 | \$ 28.34 | \$ 32.42 | \$ 37.83 |
| Step 15 | \$ 22.60 | \$ 25.54 | \$ 29.19 | \$ 33.39 | \$ 38.97 |
| Step 16 | \$ 23.27 | \$ 26.30 | \$ 30.06 | \$ 34.39 | \$ 40.14 |

2023-2024

| Step/Level | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|----------------|----------|----------|----------|----------|----------|
| Step 1 | \$ 14.43 | \$ 16.32 | \$ 18.66 | \$ 22.41 | \$ 24.91 |
| Step 2 | \$ 15.02 | \$ 16.98 | \$ 19.40 | \$ 22.20 | \$ 25.91 |
| Step 3 | \$ 15.62 | \$ 17.66 | \$ 20.19 | \$ 23.08 | \$ 26.96 |
| Step 4 | \$ 16.16 | \$ 18.28 | \$ 20.89 | \$ 23.89 | \$ 27.89 |
| Step 5 | \$ 16.74 | \$ 18.92 | \$ 21.62 | \$ 24.73 | \$ 28.87 |
| Step 6 | \$ 17.32 | \$ 19.58 | \$ 22.38 | \$ 25.59 | \$ 29.88 |
| Step 7 | \$ 17.93 | \$ 20.27 | \$ 23.17 | \$ 26.49 | \$ 30.93 |
| Step 8 | \$ 18.55 | \$ 20.98 | \$ 23.97 | \$ 27.42 | \$ 32.01 |
| Step 9 | \$ 19.20 | \$ 21.70 | \$ 24.81 | \$ 28.37 | \$ 33.13 |
| Step 10 | \$ 19.77 | \$ 22.36 | \$ 25.56 | \$ 29.22 | \$ 34.12 |
| Step 11 | \$ 20.37 | \$ 23.03 | \$ 26.32 | \$ 30.10 | \$ 35.14 |
| Step 12 | \$ 20.98 | \$ 23.72 | \$ 27.11 | \$ 31.00 | \$ 36.20 |
| Step 13 | \$ 21.61 | \$ 24.43 | \$ 27.92 | \$ 31.94 | \$ 37.29 |
| Step 14 | \$ 22.27 | \$ 25.16 | \$ 28.76 | \$ 32.90 | \$ 38.40 |
| Step 15 | \$ 22.94 | \$ 25.92 | \$ 29.63 | \$ 33.89 | \$ 39.55 |
| Step 16 | \$ 23.62 | \$ 26.70 | \$ 30.51 | \$ 34.91 | \$ 40.74 |

2024-2025

| Step/Level | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|----------------|----------|----------|----------|----------|----------|
| Step 1 | \$ 14.65 | \$ 16.57 | \$ 18.94 | \$ 22.74 | \$ 25.28 |
| Step 2 | \$ 15.24 | \$ 17.24 | \$ 19.69 | \$ 22.54 | \$ 26.30 |
| Step 3 | \$ 15.86 | \$ 17.93 | \$ 20.49 | \$ 23.43 | \$ 27.36 |
| Step 4 | \$ 16.41 | \$ 18.55 | \$ 21.20 | \$ 24.25 | \$ 28.31 |
| Step 5 | \$ 16.99 | \$ 19.21 | \$ 21.94 | \$ 25.10 | \$ 29.30 |
| Step 6 | \$ 17.58 | \$ 19.88 | \$ 22.72 | \$ 25.97 | \$ 30.33 |
| Step 7 | \$ 18.20 | \$ 20.58 | \$ 23.52 | \$ 26.89 | \$ 31.39 |
| Step 8 | \$ 18.83 | \$ 21.30 | \$ 24.33 | \$ 27.83 | \$ 32.49 |
| Step 9 | \$ 19.49 | \$ 22.03 | \$ 25.19 | \$ 28.80 | \$ 33.62 |
| Step 10 | \$ 20.07 | \$ 22.70 | \$ 25.94 | \$ 29.66 | \$ 34.63 |
| Step 11 | \$ 20.67 | \$ 23.38 | \$ 26.72 | \$ 30.55 | \$ 35.67 |
| Step 12 | \$ 21.30 | \$ 24.08 | \$ 27.51 | \$ 31.47 | \$ 36.75 |
| Step 13 | \$ 21.93 | \$ 24.80 | \$ 28.34 | \$ 32.42 | \$ 37.84 |
| Step 14 | \$ 22.60 | \$ 25.54 | \$ 29.19 | \$ 33.40 | \$ 38.98 |
| Step 15 | \$ 23.28 | \$ 26.31 | \$ 30.07 | \$ 34.40 | \$ 40.15 |
| Step 16 | \$ 23.98 | \$ 27.10 | \$ 30.97 | \$ 35.43 | \$ 41.35 |

APPENDIX B. DEFINITIONS

For purposes of this Agreement, the parties adopt the following definitions:

Regular Full-Time Employee: A full-time employee is an employee who is employed by the College for an indefinite period on a regular full time basis and whose normal schedule of work usually consists of at least 40 hours per week.

Part-Time Employee: A part-time employee is an employee who is employed by the College whose normal schedule of work usually consists of less than 40 hours per week. The status of part-time employees does not change based on occasional periods during which they may be scheduled to work 40 hours or more per week (e.g., to fill in for an absent co-worker, during periods of heavy work load, etc).

Temporary Or Casual Employee: A temporary or casual employee is an employee who is employed by the Employer for a limited period of less than 3 months, or for a specific project limited to a duration of less than 3 months, or for sporadic work totaling less than 500 hours per fiscal year. The duration of employment of a temporary or casual employee may be extended without changing the employee's status by mutual agreement of the College and the President of the Association.

Provisional Position: A provisional position is a position funded 50% or more through external funding, grants, contracts or the like, which are not a part of the normal College funding (i.e., tuition, state appropriations, property tax) and will be eliminated automatically upon loss of the external funding.

Regular Position: A regular position is a position funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) which is expected to exist indefinitely.

Temporary Position: A temporary position is a position funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) which is expected to exist not more than 12 months but is subject to continuation to a maximum of three years, at which time it shall be deemed a regular position.

Interim Assignment: An Interim Assignment is a temporary assignment to perform all of the duties of another position or classification in order to fulfill a short-term need (e.g., for the purpose of temporarily replacing an employee on leave of absence or filling a vacant position for the duration of a special project or filling a vacant position until completion of a competitive search to fill the position, etc.). An Interim Assignment is for a minimum of 2 full, consecutive payroll periods and will normally not exceed 12 months but may be extended by agreement of the College, the Association, and the employee.

Transfer: A transfer is the indefinite assignment of a bargaining unit member from one position within the bargaining unit to another position within the bargaining unit for an indefinite period of time without a competitive search being conducted.

Promotion: A promotion is the indefinite assignment of a bargaining unit member from a position within the bargaining unit to a position with a higher pay level, within or outside the bargaining unit, as a result of transfer or competitive search.

Demotion: A demotion is the indefinite assignment of a bargaining unit member from a position within the bargaining unit to a position with a lower pay level, within or outside the bargaining unit.

APPENDIX C. GRIEVANCE FORM

LANSING COMMUNITY COLLEGE

EDUCATIONAL SUPPORT PERSONNEL (LCC ESP) MEA/NEA

GRIEVANCE FORM

Submitted at Level _____ Grievance # _____

1. Date of Alleged Occurrence _____

2. Cite the Agreement article(s) and/or section(s) alleged to have been violated

3. Statement of Grievance

4. Remedy Sought

Submitted by _____

Position _____

Date _____

Copies to: ESP President, Executive Director of Human Resources, grievant's immediate supervisor and/or department chairperson, MEA Uniserv Director

IMPORTANT: The time limits specified in the Master Agreement must be adhered to.

APPENDIX D. PERFORMANCE REVIEW

Performance Review

__ Annual __ Interim

Employee: _____ Date: _____

Present Position Held: _____

Length of Time in Present Position: _____ Length of Time Employed: _____

Performance Characteristics – for each characteristic, circle the appropriate rating code and comment where appropriate.

Rating Codes:

1. Opportunity for Improvement – These skills are not yet possessed
 2. Developing – Possesses these skills, but they are utilized inconsistently and/or ineffectively
 3. Effective – Possesses these skills and utilizes them consistently
 4. Highly Effective – Has command of these skills and models the desired behaviors to others
- NA. Not Applicable

Job Knowledge

Demonstrates knowledge and skills to properly do the job 1 2 3 4 NA

Comments:

Quality of Work

Exhibits accuracy, high quality and thoroughness 1 2 3 4 NA

Comments:

Productivity

Maintains output consistent with the expectations of the position 1 2 3 4 NA

Comments:

Time Management/Planning

Demonstrates ability to meet deadlines and set priorities

1 2 3 4 NA

Comments:

Responsibility

Carries out assignments in a prompt and consistent manner

1 2 3 4 NA

Comments:

Initiative

Acts independently; is able to anticipate what needs to be done

1 2 3 4 NA

Comments:

Attendance

Maintains a regular and punctual work schedule, excluding approved leaves

1 2 3 4 NA

Comments:

Verbal Communication

Exhibits ability to communicate effectively

1 2 3 4 NA

Comments:

Written Communication

Exhibits ability to write communications which are clear, concise and complete

1 2 3 4 NA

Comments:

Ability to Work with Others

Maintains a helpful, positive, and knowledgeable attitude

1 2 3 4 NA

Comments:

Over-All Job Performance Rating:

1 2 3 4 NA

Comments (to be used by the evaluator if there is a need to make any other comments not covered by the above):

Specific Objectives:

If needed, list the program for assisting the employee in achieving the potential improvements and the timetable including follow-up:

This performance review has been completed and I have reviewed this completed form with my evaluator.

Signature – Employee

Date

Signature – Supervisor

Date

Signature – Next Level Supervisor

Date

This completed form is to be forwarded to the Human Resources Department within 10 days after the interview for inclusion in the personnel file.

*Signature does not necessarily indicate agreement or disagreement.