

AGREEMENT

BETWEEN

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

AND

LANSING COMMUNITY COLLEGE PART-TIME  
CLERICAL TECHNICAL UNION, MEA/NEA



2021 – JUNE 30, 2023

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**AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE  
of the State of Michigan  
AND  
LANSING COMMUNITY COLLEGE PART-TIME  
CLERICAL TECHNICAL UNION, MEA/NEA**

**DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until June 30, 2023.

- A. If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days' written notice prior to the current year's termination date.
- C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**ARTICLE I. RECOGNITION**

A. **Bargaining Unit**

The College recognizes the Union as the exclusive bargaining representative of all regular part-time support, technical, and paraprofessional employees of Lansing Community College, EXCLUDING the following:

- All full-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 (1) part-time support employee designated as excluded by each officer at or above the level of Dean;
- One (1) 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 employees 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 employees from performing bus driving duties or activities); and
- Student workers (e.g., retained through Student Services, as part of a financial aidpackage, 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 (5) business days, unless a longer period is agreed to by the parties. If the position reasonably could be placed in more than one (1) 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 (5) 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. Union Representatives**

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

**B. Representative Duties**

During scheduled working time, the representative duties of the Union'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 working 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.

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

One participating employee representative of the Union (up to four participating representatives in labor contract negotiations) shall be paid at their regular rate for reasonable amounts of time necessarily lost from their regularly scheduled working hours while performing the representative duties described in subsections through of this Section. Under no circumstances shall the College be required to pay more than a total of 40 hours pay under subsections one and two of this Section during any fiscal year, or a total of 80 hours pay under subsection four for the negotiation of any new collective bargaining agreement. One or two participating employee representative(s) of the Union shall be paid at their regular rate for reasonable amounts of time necessarily lost from their regularly scheduled working hours while performing the representative duties described in Subsections 3., 5, or 6. of this Section. The College reserves the right to suspend this benefit, after conferring with the Union, if it is abused. Any other representative duties, if paid, will be paid by the Union. 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 Union Representatives**

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

D. **Union Meetings**

The Union will attempt to schedule employee meetings to minimize interference with orderly and efficient business operations of the College. When the Union provides at least three working days of notice of such meetings, the College will modify employees' schedules to minimize the loss of work opportunities and conflicts with work obligations. If requested by the Union, College 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 union meetings without loss of pay to participating employees. The Union 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 Union may post notices of the following types on bulletin boards located near the time clocks used by employees:

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

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

F. **Internal Mail System**

The Union may use the College's internal mail system to communicate with employees, 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 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 Union for Union 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 Union to share with other MEA affiliated Unions in the Continental Building. The total square footage provided for all MEA affiliated Unions shall be at least 450 square feet. If the College determines that this space is no longer available, the Union 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 Union is authorized to use College office and media equipment, subject to availability and prior approval. The Union 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 College will furnish the Union with the following information when employees, 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 College will make available to the Union, 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.

3. The College, at the time of hire, will present each new hire and Association Membership Packet, to be included in the College's hiring process. Such Association Membership Packet will be provided by the Union.

L. **Board Agenda**

The Union 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 11 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**

Designated Union representatives may request time off to attend MEA conferences and training programs. A representative requesting such time off shall notify the bargaining unit member's immediate supervisor as far in advance as possible, but in any event at least 5 days in advance. Such requests are subject to approval by the supervisor, but such approval will not be unreasonably withheld. Time off under this Section shall be used in half-day increments. A Union representative taking time off under this Section may use available PTO or may take the approved time off without pay.

### ARTICLE III. EMPLOYER RIGHTS

A. **Employer Rights in General**

1. The College 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 right, without engaging in negotiations to determine and change matters of managerial policy and administrative control of the College and its facilities, equipment, and operations; the mission of the College 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 and departments and their locations; to establish and change the classifications of work and the duties and responsibilities of each; 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 use new and/or improved methods or outside assistance.

2. The College 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 College; 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 College 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 Union's Executive Board and the LCC Board of Trustees.

**B. Rules, Policies, and Procedures**

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

the establishment of new rules, policies, and procedures before they are made the basis for any disciplinary action. If a member or the Union 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 twenty-eight (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. **Association Membership**

Membership in the Union is voluntary. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit, subject to such standards as the Union may lawfully impose. No employee is required to provide financial support to the Union except as a voluntary member of the Union. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Union members.

B. **Union Membership Dues Deduction**

An employee who elects to join the Union may complete the Membership Authorization for Checkoff of dues and return it to the Union office. The Union will forward the executed payroll deduction form to the Human Resources Department and will furnish the Employer with a schedule of the Union membership dues, determined in accordance with law and updated as necessary. The Union will furnish the Employer with lawful Membership Authorization for Checkoff forms to be given to the new bargaining unit employees during New Employee Orientation.

During the terms of this Agreement, the Employer agrees to deduct bi-weekly Union dues from each employee covered by this Agreement who has executed the required form, provided the employee has net pay available after payment of required taxes and payments, garnishments, support obligations, judgements, retirement contributions, health insurance, and other benefit contributions. Deductions will begin with the first full payroll period following receipt of the executed Membership Authorization for Checkoff form by the Human Resources Department. Employees have the right to terminate College deduction of Union dues from their pay at any time. Deductions will stop when the employee gives the Human Resources Department written notice to terminate deductions. The human Resources Department will provide the Union with a copy of the written notice within 10 business days of receipt of the employee's notice to Human Resources. If a dispute arises as to whether or not the College is properly authorized to deduct Union dues, no further deductions shall be made until the matter is resolved.

The Employer's sole obligation under this Section is limited to the deduction of Union membership dues from employee earnings and remittance of amounts deducted to the LCC-PTCTUMEA Treasurer or designee bi-weekly, together with providing a list of current bargaining unit employees showing the amount of Union dues deducted from each employee's pay.

C. **Defense of Claims**

The Union shall defend, indemnify, and save the College and its officers, employees, and agents harmless from any and all damages, claims, suits, or other forms of liabilities, including attorney fees, which any may suffer as a result of any action the Union, the College, or an employee takes under this Article, or arising from the College's compliance with this Article. The parties agree that the Union has the right to provide and oversee the legal defense and strategy for such matters, as long as there is no conflict between the Union and the College in such proceedings. The College and the Union will cooperate in securing and giving evidence, obtaining witnesses, and making relevant information available.

**ARTICLE V. OFFICIAL PERSONNEL FILES**

A. **Personnel Records**

All personnel files and records will be kept by the College. Information in personnel files will be released to others only upon signed authorization of the affected employee or as otherwise provided by law. The College will notify employees of requests from their personnel files, in conformance with the Bullard-Plawecki Right to Know Act and the College Employee Personnel Files Policy. An employee will be given a copy of any commendation, evaluation, or disciplinary action forms when such documents are placed in the employee's personnel file. The employee may inspect their personnel file at reasonable times. If an employee disagrees with any information contained in the personnel file, the employee may file a written request that the information be corrected or removed. If the College denies the request, the employee may file a written statement of correction or explanation of up to five pages, which will be added to the personnel file and shall remain there so long as the contested information remains in the file.

The official personnel file maintained by the Human Resources Department will be the file used to respond to reference checks by other prospective employers.

B. **Personnel Information**

It shall be the responsibility of each employee to notify the College in writing of any change of address or telephone number, as well as changes in other information related to insurance eligibility and beneficiaries, work status, etc. The employee's address and telephone number as they appear on the College's record shall be conclusive.

## ARTICLE VI. EMPLOYMENT CONDITIONS

### A. **Probationary Period**

All new employees shall be on probation and shall have no seniority until they have completed 180 days of actual work for the College, or up to 360 days of actual work if an employee's probationary period has been extended by mutual agreement of the College and the Union. 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 College'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 College 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 Union'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 their 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);
2. If the employee is discharged or terminated and not reinstated through the procedure set forth in this Agreement;
3. If the employee fails to contact the College within three (3) working days after being notified of recall, or fails to report for work as scheduled in accordance with the provisions on layoff and recall, in the absence of extenuating circumstances;
4. If the employee is absent from work for three (3) consecutive working days without advising the employee's supervisor of a reasonable cause for such absence unless College notification was impossible due to circumstances beyond the employee's control;

5. If the employee uses a leave of absence for purposes other than that for which it was granted;
6. If the employee accepts a settlement from the College for permanent disability;
7. If the employee makes a false and material statement on their application for employment or on any other College records or documents;
8. 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;
9. 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;
10. If the employee loses any license or certification required for their job classification.

D. **Seniority Rights of Non-Bargaining Unit Employees**

An employee who is or has been transferred to a position with the College outside the Union'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 College. The College may, in its sole discretion, determine wages, hours, and conditions of employment for employees outside of the Union's bargaining unit, including whether such employees may be terminated or permitted to return to the bargaining unit.

E. **Hours of Work**

1. Lunch and Rest Breaks
  - a. Employees scheduled to work at least 7 hours in a work day will normally be scheduled by the supervisor for a 30 to 60-minute lunch break without pay at or near the midpoint of the scheduled day. The College may reduce the lunch break to 30 minutes without pay during summer hours when the schedule is altered to provide for an earlier daily starting and ending time. Employees who work at least four but less than seven hours in a work day may be scheduled by the supervisor for a 30-minute lunch break without pay at or near the midpoint of the scheduled day, depending on the needs of the department or work group.
  - b. Employees scheduled to work at least 7 hours, but less than 12 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. Employees working 12 or more hours in a work day shall be entitled to three 15-minute breaks, one during each third of their work day. Such breaks may not be scheduled during the first or the last hour of either half of the employee's work day. Such breaks should be uninterrupted, unless urgent, unusual, or unforeseen situations arise. Employee concerns that breaks have been unreasonably interrupted may be discussed in Special Conferences in accordance with Article XIX.B.

## 2. Schedule Changes

- a. Employees will be advised of an indefinite 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 work of the kind customarily performed by the employee is available for the employee to perform on their remaining regular scheduled work days.
- b. If the College determines to change the regular schedule in a department or work group due to operational considerations for a period of at least four consecutive weeks, affected employees will be asked for input about alternative schedules before the supervisor sets the new schedule and staffing arrangements.
- c. An employee who called in on their regular work day, for which work is not continuous with their scheduled work period, and where they have not been notified in advance, or an employee called on their regular day off, shall be provided with not less than two hours of work or pay in lieu thereof.

## 3. Flex Day Schedule

The College may, for good cause shown in advance, allow an employee to flex their schedule to accommodate an occasional medical or dental appointment, Association business, non-mandatory education or training opportunity, or similar need which cannot be taken care of outside of the employee's normal work schedule, without regard to the other provisions of this Article. Flexing will normally occur within a work week, but the College may allow flexing between work weeks or pay periods, provided no overtime is incurred and no budgetary item is exceeded. Employee concerns that such reasonable requests have been unreasonably denied may be discussed in Special Conferences in accordance with Article XIX.B.



4. Extra Annual Work

Employees who perform more than 1,500 hours of work in a bargaining unit position during the fiscal year will be paid a lump sum bonus by the end of the month following the close of the fiscal year. This bonus will be calculated as a 30% premium for all hours worked in excess of 1,500 hours, excluding those hours for which the employee has been paid overtime premium.

5. Emergency Closure

If the College is closed for reasons beyond its control, an employee 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. For shifts beyond two, the employee normally scheduled to work will be allowed to make up the missed hours, if needed by the department and approved by the supervisor, by the end of the pay period. Approval to make up missed hours will not be arbitrarily or capriciously withheld by the supervisor.

6. Department Closure

If possible, the College will give affected employees 30 days advance notice if a department is closed for a week or more for any non-emergency reason. Affected employees 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.

F. **Calendar**

By April 15 of each year\*, the College will publish a calendar for the upcoming academic year. The calendar will include all days that the entire College will be closed during the academic year. The parties understand that there may be additional closing days as a result of conditions beyond the control of the College.

The calendar will be published to each employee via the College website or campus email communication.

\*Publication of the calendar may not be possible in years where other negotiated agreements related to academic calendar have not been finalized.

## ARTICLE VII. PERFORMANCE REVIEWS

### 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, employees will be given periodic performance reviews which will be conducted by the respective Administrative Supervisor, using the form displayed in Appendix D, according to the following schedule:
  - a. Probationary Employees:
    - (1) 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.
    - (2) Employees 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 Employees:
    - (1) Current Post-Probationary employees as of ratification of this agreement will receive an initial performance review by June 30, 2017.
    - (2) Employees attaining Post-Probationary status after ratification of this agreement will receive an initial performance review within six months of attaining such status.
    - (3) 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. Employees will complete and submit a self-assessment at least one week prior to the performance review conference, using the form displayed in Appendix D.
3. The Administrative Supervisor may include a formal workplace observation following a discussion with the employee. 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. **Recording Performance Reviews**

All performance reviews shall be reduced to writing and a copy given to the employee within 10 days of the performance review conference with the Administrative Supervisor. If the employee disagrees with the performance review, they may submit a written response 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, include the specific ways in which the employee is to improve, and of any assistance to be given by the Administrative Supervisor towards that improvement.

E. **Review Conclusion**

Following each performance review conference, the employee shall sign and be given a copy of the performance review report prepared by the Administrative Supervisor. In no case shall the employee's signature be construed to mean that they necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if they so desires. All written performance reviews are to be placed in the employee's personnel file.

## **ARTICLE VIII. POSITION VACANCIES AND TRANSFERS**

A. **Posting Procedure**

1. 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, 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 Union President not later than the date of posting, so the Union President may post copies on the Union's bulletin board(s).

2. Employees who desire to be considered for the posted vacancy shall complete the online application process within the allotted time. From this list of 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.
3. 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 Agreement. The final decision on accepting or rejecting an applicant rests with the College.
4. Current employees, who timely apply and are not selected to be interviewed by the Search Committee, may request and will receive written feedback regarding the reason for their exclusion. Such requests should be submitted to Human Resources, in writing, within one week of notice of the decision.
5. Current employees who are interviewed by the Search Committee, but not selected for the position, may request and receive feedback regarding the selection decision. Such requests should be submitted to Human Resources, in writing, within one week of notice of the decision.

**B. 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 two pay periods after the tentative assignment is made, unless a longer period is mutually agreed upon by the College and the Union. 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 their 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 their former job title, the College may also reverse other assignments which have resulted from the original change in assignment.

C. **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. Transfer shall be used in lieu of posting to grant a promotion only by mutual agreement of the College and the Union President.

D. **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 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 their former position or another mutually agreed-upon (by the College, the Union, and the employee) bargaining unit position the employee is qualified to perform, absent just cause and subject to the other provisions of this Agreement.

E. **Unit Preservation**

The College 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 IX. POSITION RESPONSIBILITY  
REVIEW/RECLASSIFICATION**

A. **Basis for Request**

A written request for a Position Responsibility Review or Reclassification may be submitted by an employee, the Union 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:

1. Such changes are the result of continuation of a previously approved grant of Responsibility Dollars; or
2. 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).

B. **Frequency**

Position Responsibility Review requests for any position will be limited to two (2) requests under subsection A(1) by an employee or the Union President in any 12-month period, and one request under subsection A(2) in any 12-month period. This shall not prevent the College from requesting reclassifications as needed.

C. **Procedure**

1. A requesting person will initiate the review process by submitting a completed Request for Position Responsibility Review/Reclassification form to the supervisor and employee involved, Human Resources, the Union President, and the Dean/Executive Director for the employee's area. The Position Responsibility Review/Reclassification form (Appendix C) shall be accompanied by a current job description.
2. Within 2 weeks of receiving the request, the Dean/Executive Director will schedule, to be held as soon as practicable, a meeting with the employee, supervisor, Union 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, the expected duration of such changes, and other relevant information. Within 5 business days after such meeting, the Dean/Executive Director 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 within 5 business days. The Dean/Executive Director will finalize and forward the final fact report (including comments and all documents submitted in connection with the request) to the review panel consisting of Vice President for the employee's area, Human Resources, and the Union President.
3. The Vice President will schedule a meeting of the review panel, to be held as soon as practicable, within 5 business days of receiving the fact report, unless otherwise agreed. The meeting will be for consideration, discussion, and recommendation on the questions raised by the Position Responsibility Review. Within 5 business days after the meeting, the Human Resources representative will draft a written, proposed recommendation to reclassify or restructure the position due to 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 draft will be circulated to the participants on the review panel, who may add comments and return the draft to the Human Resources representative within 5 business days. The Human Resources representative will then finalize and forward the recommendation (including comments and all documents submitted in

connection with the request) to the Executive Director of Human Resources (or the Senior Vice President for Administration in the absence of the Executive Director).

4. 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 Union and Human Resources.

D. **Outcomes**

An incumbent whose bargaining unit position has been reclassified shall not be required to bid on the reclassified position provided that they meet the qualifications listed, posted, or otherwise stated for the position. Furthermore, the incumbent shall automatically be placed in the reclassified position provided that the aforementioned conditions are met.

1. If a request is approved under subsection A(1), the employee may be granted a temporary stipend in accordance with Article XII.D for up to 6 months as extra compensation for the extra work. If more time is required, the process may be repeated.
2. If a request is approved under subsection A(2), 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 wage adjustment will be effective retroactive to the beginning of the first full payroll period beginning on or after the date the request was submitted in accordance with this section.

## **ARTICLE X. 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/or position(s) in which such reductions will be made. A reduction or cessation of scheduled hours related to the school calendar does not constitute a layoff.
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, ability, and availability 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).
3. 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 Union President. Employees laid off 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, or the employee has declined a transfer in lieu of layoff, an employee with seniority scheduled for layoff may request to bump into another bargaining unit position. An eligible employee may, within 5 calendar 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 an equal or lower rated compensation level (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 an equal or lower rated compensation level 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, ability, and availability to efficiently perform the required work. If multiple employees scheduled for layoff at the same time elect to bump, the Union 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, if different. An employee who is displaced by lateral bump may make a unit bump subject to limitations listed above. An employee who is displaced by 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.

2. An employee who bumps under this provision shall be subject to a trial period of up to ten working days in a new position during which the employee must demonstrate that they 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 their 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 their 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 their seniority and no more than 2 years has passed since the layoff, and provided further that the employee has the qualifications, skills, and ability to efficiently perform the available required work.
2. Notification of recall from layoff, if not contained in the layoff notice, may be given by at least two attempts 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 fourteen (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 their 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 their 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. An employee who is laid off will receive a letter from the College which indicates that their layoff was not a result of unsatisfactory performance.

## ARTICLE XI. 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 1 to 5 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 this 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 the employee's prior disciplinary record, including evidence of good or improved behavior. An employee shall, upon request, be accompanied by a Union 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, a Union 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, a Union 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, and a copy given to the disciplined employee and another copy sent to the Union 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. An employee 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 from the date the action was issued. The employee 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 employee has been initiated within 18 months, any Level 1 and level 2 disciplinary report(s) more than 18 months old will be inadmissible in any subsequent disciplinary action against the employee, 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 XII. COMPENSATION

### A. Hourly Wage Adjustments

1. Employees will remain on their step as of June 30, 2021 through the duration of this agreement.
2. New pay schedules will be in effect as of June 27, 2021 for the fiscal year 2021-22 pay rates and as of June 26, 2022 for the fiscal year 2022-23 pay rates.
3. An eligible employee who is paid above the top step of the wage scale will receive a lump sum payment of \$600 for each of the 2021-22 and 2022-23 fiscal years. Payment under this subsection will be added to the employees' regular pay for August following the fiscal year for which it was earned.
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.

### 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+ years of related experience hired in at Step Three.

If circumstances indicate a need to deviate from the previously mentioned range, a representative of the Human Resources Department will meet with a representative designated by the Union 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. New Bargaining Unit Classifications**

New Bargaining Unit Classifications. In the event the Employer establishes a new classification covered by this Agreement other than those set forth in Schedule "A", the Union shall be provided at least fourteen (14) calendar days prior to the implementation of the new classification with the title of the new classification, a description of the job to be performed and the proposed wage rate. If the Union believes that the proposed rate is inappropriate, the Union shall, within seven (7) calendar days after notification of the proposed wage rate, advise the Employer in writing of its intention to request bargaining over this wage rate, and the parties shall thereafter meet to discuss the wage rate to be paid for that classification. In the event that the Union does not request bargaining with the seven (7) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

**E. Responsibility Dollars**

Responsibility dollars are paid to employees who take on additional responsibilities that are temporary in nature, but last for a minimum of at least two full, consecutive payroll periods (some or all of which may have occurred prior to applying for the responsibility dollars). Compensation may only be provided when responsibilities are for unusual short-term assignments involving 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.

**F. 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 Union 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 not exceed \$1.50 per hour in addition to the employee's regular pay.
4. The Director of Human Resources will review the proposal and notify the manager and the Union 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 a file with details of all responsibility dollars. The Union President will be given access to the file.

**G. Holidays Worked**

Any employee who is required to work on one of the following holidays shall be paid at the rate of 1 1/2 times their normal hourly rate. When the holiday assignment is mandatory, a minimum of four hours will be assigned, unless otherwise agreed between the employee and the supervisor.

- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day following Thanksgiving Day
- Christmas Eve Day (if Christmas falls on a Tues, Wed, Thurs, or Fri)
- Christmas Day
- New Year's Eve Day (if New Year's falls on a Tues, Wed, Thurs or Fri)
- New Year's Day

Whenever a state or federal statute requires that any of the above designated holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.

Employees normally scheduled to work on College recognized holidays may be allowed to make up missed hours, if needed by the department and approved by the supervisor by the end of the following pay period. Approval to make up missed hours will not be arbitrarily or capriciously withheld by the supervisor.

**H. Degree Recognition**

1. Bargaining unit employees, after the completion of their probationary period, who earn a certificate or degree that is related to their current position and beyond what is specified in the band and level classification of their position shall be eligible for the degree recognition payment.
2. Bargaining unit employees are responsible for notifying the Human Resources Department of their qualification and providing the appropriate transcripts or certificates of completion from an accredited institution to be eligible for the degree recognition payment.
3. If a degree or certificate is deemed to be not relevant to the employee's position, the employee may appeal the decision utilizing the College's process for assessing degree relevance.
4. The payment for degree recognition shall be paid according to the certificate or level of the degree achieved. Payments will be made in 2 equal payments in the following manner, provided that the applicant is still employed at the College when the payment is due:
  - a) the first, one year after the degree was obtained;
  - b) and the second, one year after the first payment;
5. The amounts to be paid for degree/certificates recognition will be \$200 for a certificate, \$300 for an Associate Degree, \$400 for a Bachelor's Degree, \$500 for a Master's Degree. In order to receive payment for a Certificate, it must consist of at least 30 credit hours or be from an accredited program.

**I. BERT Training**

Employees who participate in BERT program training with the approval of their Supervisors and the Safety Supervisor will be paid at their regular pay rate for all time spent in such training.

**ARTICLE XIII. PAID TIME OFF**

**A. General Provisions**

1. Paid time off (PTO) allowance shall be provided in lieu of annual leave, sick leave, paid holidays and vacation.
2. Bargaining unit members are not eligible to use PTO before it has been accrued.
3. An employee will be paid for earned but unused PTO benefits up to a maximum

of 200 hours on the pay period following the date of termination, unless the employee voluntarily terminates without two weeks written notice to the College (absent a request for resignation by the College), or is terminated for gross misconduct. Bargaining unit members who move to a College position outside of the bargaining unit may elect to carry up to 40 hours of earned but unused PTO benefits into the new position, unless the member is moving from or to a position funded 50% or more through external funding, grants, contracts or the like.

4. Paid time off should be requested in writing or electronically in advance, through the immediate supervisor, except in cases of illness or emergencies. The employee should be notified of approval or denial within a reasonable time frame. Such approval will not be arbitrarily or capriciously denied.
5. Employees shall not be required to exhaust their PTO before taking an unpaid leave of absence during their probationary period or as otherwise provided by law (e.g., military leave, jury leave, etc.).

**B. PTO Allowance**

For employee hired on or after February 7, 2017, PTO rates will be based on years of service and actual hours paid as follows:

<u>Bargaining Unit Service Required</u>	<u>Paid Time Off Earned</u>
1st through 2nd years	5.0% of hours paid
3rd through 5th years	6.0% of hours paid
6th through 10th years	7.0% of hours paid
11th through 14th years	8.0% of hours
paid 15th and subsequent years paid	9.0% of hours

Each employee hired prior to February 7, 2017, will continue to accrue PTO at the employee’s rate in effect February 7, 2017, or the rate set forth in the table above, whichever is higher.

Employees can accrue unused PTO to a maximum capped at 200 hours.

**C. Union PTO Fund**

1. Employees may donate up to 20 hours annually of their own PTO to the Union PTO Fund for purposes of providing PTO to employees who have exhausted their own PTO bank.
2. The Union shall carry forward any unused hours from year to year up to a maximum cap not to exceed 20 hours times the number of employees at the end of the fiscal year.



3. Employees who apply for usage of these funds must have exhausted their own personal bank of PTO hours before being considered for additional PTO hours.
4. The Union shall govern the PTO Fund and its disbursement to employees for usedue to absences for personal medical reasons.

**D. 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.

**E. Holidays**

1. For contract year 2021-2022, PTCTU employees who worked at least 1,000 hours in fiscal year 2018-2019 will receive an additional 40 hours PTO at the beginning of the fiscal year for use to cover pay for holiday closings.
2. Beginning in contract year 2022-2023, PTCTU employees who worked at least 1,000 hours in the previous fiscal year will receive an additional 40 hours PTO at the beginning of the fiscal year for use to cover pay for holiday closings.

**ARTICLE XIV. 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.

Seniority continues to accrue during any approved leave of absence. At the conclusion of an approved leave of absence, an employee will be returned to the position from

which the leave was taken or to a comparable position, 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, or taking care of similarly important matters that cannot be handled without such a leave. Personal leave may also be granted for FMLA defined purposes for employees who do not meet eligibility criteria for FMLA.

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 for leave which would otherwise be unpaid under the Act. Employee 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. **Bereavement Leave**

If a death occurs in a bargaining unit member's immediate family, the bargaining unit member shall be granted up to seven consecutive calendar days off without loss of pay as required for the bargaining unit member to make necessary arrangements and attend the funeral or memorial services. Immediate family means the bargaining unit member's current spouse, parents, children, siblings, grandparents, parents-in-law, children-in-law, grandchild, and stepchildren. Special circumstances may warrant deviation in granting bereavement leave subject to the approval of the Executive Leadership Team Member and the Executive Director of Human Resources prior to the commencement of leave.

F. **Jury Duty Leave**

A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. Non-probationary employees shall receive full pay for the employee's regularly scheduled hours of work necessarily lost during such leave, to a maximum of 160 hours in any calendar year, provided the employee informs the College within five 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 if the employee is scheduled.

G. **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. Additionally, in other instances, employees may be allowed to make up missed hours for participation in a court case or administrative hearing, at the discretion of the College, provided that work is available and the College is not an adverse party.

H. **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.

F. **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 benefits under the College's workers' compensation insurance programs for up to one (1) 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.

**ARTICLE XV. EMPLOYEE BENEFITS**

**A. Group Insurance**

During the term of this Agreement, employees who have completed their probationary period and who are otherwise eligible to participate under the terms of the group health plan, group dental plan, and group vision plan, may participate with the same benefits and same cost sharing, and subject to the same restrictions, as applied to other part-time employees through the Health Care Task Force/Labor Coalition process, or any successor process involving a majority of the College’s bargaining units including part-time employees. Part-time employees are not eligible for any opt-out incentive payment.

**B. Flexible Benefit Plan**

During the term of this Agreement, the College will maintain a Flexible Benefits Plan to provide Employee Health Coverage Premium Payment, Supplemental Medical Expense Reimbursement and/or Dependent Care Expense Reimbursement as elected by participating employees. Benefits shall be funded through voluntary salary reduction agreements, 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 regulations.

**C. Tuition Waiver Credits at Lansing Community College Courses**

1. Employees will be issued tuition credits at resident or non-resident rates according to the following schedule:

<b><u>Work Performed During Semester Credits</u></b>	<b><u>Tuition</u></b>
160 hours to 320 hours	Four (4) credit hours
More than 320 hours	Eight (8) credit hours

2. Tuition credits will be issued at the end of each semester and may be used for courses taken within the following 12 months. Subject to these limitations, employees will be granted tuition scholarships (excluding any fees associated with courses) 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. Employees who cannot use earned credits within the following 12 months, may apply to the Director of Compensation and Benefits for a six-month extension. Such applications will not be unreasonably denied.

3. For employees who have completed three years of service within the bargaining unit, if the employee does not use the available credit(s), their IRS eligible dependent(s) may utilize the balance.
4. For purposes of this section, the semesters are:
  - a. **Fall Semester:** from the beginning of Fall Semester until December 31
  - b. **Spring Semester:** from January 1 until the end of Spring Semester
  - c. **Summer Semester:** from the end of Spring Semester until the beginning of Fall Semester.

D. **Parking**

1. The College will provide surface parking lots which may be used by employees at no cost. The College may require parking cards, decals, or other methods of control for each employee'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.
2. No employee will be permitted to park more than one vehicle in College parking facilities at any time.

E. **Police Uniforms**

New employees assigned as patrol officers of Police and Public Safety will be provided two (2) pairs of pants, three (3) long sleeve shirts, three (3) short sleeve shirts, one (1) summer polo type shirt, one (1) pair of summer shorts, one (1) sweater, one (1) winter jacket, a belt, a tie, collar brass, one pair of boots and a whistle chain to be worn as uniforms while working. If other employees assigned to the Police and Public Safety Department are required to wear uniform clothing items, those items will be provided by the College. Employees are responsible for maintaining and cleaning uniforms and may request new uniforms as needed.

## **ARTICLE XVI. RETIREMENT AND ANNUITIES**

All employees shall participate in the Michigan Public School Employees Retirement System (MPSERS) with College and employee contributions made consistent with the MPSERS 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 XVII. GRIEVANCE PROCEDURE

### A. Definition

1. A grievance is defined as a claim made by one or more employees, 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 employee" is a member who is directly affected by an alleged violation, misinterpretation, or misapplication and therefore, will make a claim as a "grievant." The Union is the "grievant" when Union rights have been allegedly violated. A grievance which affects two or more aggrieved employees may be initiated by the affected members or may be processed as a Union 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 employee 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 Union, 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 employee or the Union within the grievance time limits specified herein, the grievance will be deemed settled and withdrawn on the basis of the College's last action or disposition, and such resolution shall be final and binding. Any aggrieved employee shall have the right to Union representation at all levels of the grievance procedure. The grievance form as found in Appendix B shall be made available to members by the College's Human Resources Department and the Union.

1. Level One – Informal Discussion and Written Grievance

a. Individual Member Grievances

An aggrieved employee shall discuss the matter giving rise to the grievance with their supervisor within 21 calendar days of the event giving rise to the grievance with the objective of resolving the matter informally and may request a Union Representative to attend.

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

The aggrieved employee is encouraged to consult with a Union 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 Union offices within 28 calendar days of the event giving rise to the grievance.

b. Union Grievances

Matters involving Union 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 Union desires to further pursue the matter, the Union must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of this Agreement alleged to have been violated, and stating the settlement desired) within 28 calendar days of the event giving rise to the grievance. The Union 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 a Union 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

Union 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 Union grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or a Union representative within 14 calendar days after such meeting.

2. Level Two – Human Resources Review

a. Union 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 Union 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 Union representative.

b. Human Resources Written Answer

Within 14 calendar days after delivery of the written appeal, the grievant or a Union representative will arrange to meet with the Executive Director of Human Resources or their 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 Union 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 Union, and the College.



4. Level Four – Arbitration

a. Union Request for Arbitration

If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Union may submit the grievance to arbitration by filing a written request for a panel of seven 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 selected 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 College's last action or disposition, and such resolutions 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 Union 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 XVIII. 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 Union. 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 Financial 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 Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531.

### **ARTICLE XIX. GENERAL PROVISIONS**

A. **External Grants**

For positions funded by external grants or contracts where terms of this Agreement are in conflict with terms of the relevant grant or contract, the terms of the grant or contract will prevail.

B. **Special Conferences**

- 1. Special Conferences on important matters, excluding grievances, and negotiations, will be arranged between the College and the Union upon the

request of either party, but not more frequently than once per calendar quarter absent mutual agreement.

2. Unless otherwise agreed, Union 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.

C. **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 Union.

D. **Savings Clause**

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 supplements thereto, shall remain in full force and effect, and the College and the Union, 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.

E. **Waiver**

The College and the Union 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 area 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 Union 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 XX. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2023.

- A. If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days' written notice prior to the current year's termination date.
- C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**ARTICLE XX. TERMINATION AND MODIFICATION  
SIGNATURE PAGE**

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- C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**Signatures**

For the Board of Trustees

  
Chair, LCC Board of Trustees      11/08/2021  
Date

  
Secretary, LCC Board of Trustees      11/8/2021  
Date

For the Association, MEA/NEA

  
President, LCC/Chapter, PTCU      11/09/2021  
Date

  
MEA Representative      11/9/21  
Date

## APPENDIX A: WAGE TABLES

### 2021-2022 Support Rates

Level/Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S2	\$11.32	\$12.14	\$12.86	\$13.46	\$13.93	\$14.28	\$14.65
S3	\$11.59	\$12.41	\$13.10	\$13.69	\$14.15	\$14.49	\$14.84
S4	\$12.17	\$13.10	\$14.03	\$14.84	\$15.53	\$16.24	\$16.93

### Paraprofessional Rates

Level/Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P2	\$11.67	\$12.35	\$13.05	\$13.66	\$14.29	\$14.81	\$15.32
P3	\$12.53	\$13.55	\$14.36	\$15.15	\$15.83	\$16.51	\$17.08
P4	\$15.23	\$16.09	\$16.85	\$17.50	\$18.05	\$18.59	\$19.03

### Technical Rates

Level/Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T2	\$11.67	\$12.35	\$13.05	\$13.66	\$14.29	\$14.81	\$15.32
T3	\$12.53	\$13.55	\$14.36	\$15.15	\$15.83	\$16.51	\$17.08
T4	\$15.23	\$16.58	\$17.93	\$19.03	\$19.85	\$20.65	\$21.47

Employees above the applicable maximum wage rate as of the effective date of this Agreement will remain at the same rate unless and until they obtain another position in the bargaining unit at a different Level/Step, or until they are again within the established rate ranges, at which time their pay will be established in accordance with the general terms of this Agreement.

Progression from one level to another shall not be automatic.

**2022-2023  
Support Rates**

<b>Level/Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>S2</b>	\$12.00	\$12.87	\$13.63	\$14.26	\$14.76	\$15.14	\$15.53
<b>S3</b>	\$12.29	\$13.15	\$13.89	\$14.51	\$14.99	\$15.36	\$15.73
<b>S4</b>	\$12.90	\$13.89	\$14.88	\$15.73	\$16.47	\$17.21	\$17.95

**Paraprofessional Rates**

<b>Level/Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>P2</b>	\$12.37	\$13.09	\$13.83	\$14.48	\$15.15	\$15.69	\$16.24
<b>P3</b>	\$13.28	\$14.37	\$15.22	\$16.06	\$16.78	\$17.50	\$18.11
<b>P4</b>	\$16.14	\$17.05	\$17.86	\$18.55	\$19.13	\$19.70	\$20.17

**Technical Rates**

<b>Level/Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>T2</b>	\$12.37	\$13.09	\$13.83	\$14.48	\$15.15	\$15.69	\$16.24
<b>T3</b>	\$13.28	\$14.37	\$15.22	\$16.06	\$16.78	\$17.50	\$18.11
<b>T4</b>	\$16.14	\$17.57	\$19.01	\$20.17	\$21.04	\$21.89	\$22.76

Employees above the applicable maximum wage rate as of the effective date of this Agreement will remain at the same rate unless and until they obtain another position in the bargaining unit at a different Level/Step, or until they are again within the established rate ranges, at which time their pay will be established in accordance with the general terms of this Agreement.

Progression from one level to another shall not be automatic.

**APPENDIX B: GRIEVANCE FORM**

**LANSING COMMUNITY COLLEGE  
PART-TIME CLERICAL TECHNICAL UNION 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: PTCTU President, Executive Director of Human Resources, grievant's  
immediate supervisor and/or departmental chairperson

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



**APPENDIX C: REQUEST FOR POSITION REVIEW/  
RECLASSIFICATION**



**Request for Position Review/Reclassification**

*Note: This form is to be used for long term or indefinite changes in responsibilities only. If requesting Responsibility Dollars for a period of 26 weeks or less, you must use the Request for Responsibility Dollars form.*

**Process- The following are the steps that must be completed as part of the Reclassification Request Process:**

- Employee (or supervisor or union president) must submit the Reclassification Request Form as well as the old and updated job description to:
  - The employee's supervisor
  - The Dean or Executive Director of the area
  - Human Resources
  - Union President
- Within two weeks of receipt, the Dean or Executive Director will schedule a meeting as soon as practicable with the employee, supervisor, Union President to reach agreement on terms of the updated job descriptions.
- Within five days of the meeting, the Dean or Executive Director will provide a report with the agreed upon revised job description to the employee, Supervisor, and Union President.
- Within five days of receipt, the employee, Supervisor, and Union President will provide input on the report.
- Within five days of receipt of the report, the Vice President will schedule a meeting with the employee, the Supervisor, the Union President, and Human Resources to review the updated job description and reach agreement as to the appropriateness of the revised job description.
- Within five days of the meeting, Human Resources will provide a report to the employee, the Supervisor, the Union President, and Vice President with the agreed upon revised job description and proposed decision as to reclassification.
- Within five days of receipt of the report, the recipients will provide input on the report.
- Within five days of receipt of the feedback, Human Resources will finalize and forward the report with recommendation to the Executive Director of HR.
- Within five days of receipt of the report and recommendation, the Executive Director of HR will issue a final decision and will provide copies to each participant in the procedure.

## Request for Position Review/Reclassification Request

*This section is to be completed by requesting Employee, Supervisor, or Union President.*

Employee Information

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

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

Current Position: \_\_\_\_\_

Name of Position

Position Number

Bargaining Unit

Current Position Band: \_\_\_\_\_ Level: \_\_\_\_\_ Step: \_\_\_\_\_

Review requested by: \_\_\_\_\_

Date of last position review (if any): \_\_\_\_\_

- Continuation of ***previously granted*** Responsibility Dollars (attach copy of previous Request for Responsibility Dollars) and explain why continuation is required:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional duties begin date: \_\_\_\_\_ Additional duties end date: \_\_\_\_\_

- Substantial changes in job content that are ***indefinite*** in duration (attach the most current approved description listing all of the employee's essential duties).
- List the most time-consuming duties and, on average, what percent of the employee's time is spent on each (list only the ten most time-consuming duties if there are more than ten). If a duty has been added or increased since the position was last (re)classified, list the date of change, and state whether the change relates to temporary responsibilities (e.g., due to a one-time project, etc.):

Essential Duties	% of time (average)	When changed	Temp? (Y/N)

- Describe any significant changes in workload (time required to perform the duties of the position) since the position was last (re)classified:

Duties Involved in Changes in Work Load (Time Required)	Amount of Change	When Changed	Temporary? (Y/N)

Is HR being requested to perform a desk audit of Employee’s position?  Yes  No

*After completion to this point, this form is to be circulated to: Employee, Supervisor, Union, HR, Dean/Executive Director.*

**G. This section to be completed by Dean/Executive Director**

Date of fact-finding meeting about Employee’s job duties: \_\_\_\_\_

A copy of the final fact report (including comments and all documents submitted in connection with the request) is attached.

Dean/Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*\*After completion of fact finding, complete file is to be circulated to: Union, HR, Senior Vice President.*

**H. This section to be completed by Senior Vice President**

Date of review panel meeting: \_\_\_\_\_

A copy of the review panel recommendation report (including comments and all documents submitted in connection with the request) is attached.

Senior Vice President Signature \_\_\_\_\_ Date: \_\_\_\_\_

*\*\*After completion of recommendation, complete file is to be forwarded to the Executive Director of HR.*

**I. Decision**

- No reclassification or change in compensation
- Temporary adjustment of compensation (short-term changes only)

Amount of adjustment: \_\_\_\_\_

Approved amount will begin with the first full payroll period beginning on or after \_\_\_\_\_ and end after \_\_\_\_\_ weeks.

Restructure position as follows: \_\_\_\_\_

Reclassify position: New position band: \_\_\_\_\_ New position level: \_\_\_\_\_

A copy of the written explanation for this decision is attached.

Executive Director of HR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Distribution: Employee, Supervisor, Union, HR, Dean/Executive Director, Senior Vice President*

## APPENDIX D: PERFORMANCE REVIEWS

PERFORMANCE REVIEW
--------------------

\_\_\_\_\_Annual                      Ad Hoc

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Present Position Number: \_\_\_\_\_ Position Title: \_\_\_\_\_

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. Unsatisfactory | 2. Needs Improvement |
| 3. Satisfactory   | 4. Very Good         |
| 5. Outstanding    | NA Not Applicable    |

<u>Job Knowledge</u> Demonstrates knowledge and skills to properly do the job. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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<u>Quality of Work</u> Exhibits accuracy, high quality and thoroughness. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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<u>Productivity</u> Maintains output consistent with the expectations of the position. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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<u>Time Management/Planning</u> Demonstrates ability to meet deadlines and set priorities. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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<u>Responsibility</u> Carries out assignments in a prompt and consistent manner. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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<u>Initiative</u> Acts independently; is able to anticipate what needs to be done. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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<u>Attendance</u> Maintains a regular and punctual work schedule, excluding approved leaves. Comments: _____	<u>Circle One</u> 1 2 3 4 5 NA
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Verbal Communication

Circle One

Exhibits ability to communicate effectively.

1 2 3 4 5 NA

Comments: \_\_\_\_\_

Written Communication

Circle One

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

1 2 3 4 5 NA

Comments: \_\_\_\_\_

Ability to Work with Others

Circle One

Maintains a helpful, positive, and knowledgeable attitude.

1 2 3 4 5 NA

Comments: \_\_\_\_\_

Over-All Job Performance Rating:

Circle One

1 2 3 4 5 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 the evaluator.

\_\_\_\_\_  
\*Signature – PTCTU Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Evaluator’s Supervisor

\_\_\_\_\_  
Date

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

\*Signature does not necessarily indicate agreement or disagreement.

## APPENDIX E: GLOSSARY

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

**Administrative Support (including Office & Clerical and Sales).** Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office.

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

**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 two full, consecutive payroll periods and will normally not exceed 12 months, but may be extended by agreement of the College and the employee.

**Para-Professionals.** Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical status.

**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.).

**Promotion.** A promotion is the *indefinite* assignment of an employee 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.

**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 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.

**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.

**Technicians.** Occupations which require a combination of basic scientific or technical

knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

**Temporary or casual employee.** A temporary or casual employee is an employee who is employed by the College for a limited period of less than six months, or for a specific project limited to a duration of less than six 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 Union.

**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 subject to continuation to a maximum of three years, at which time it shall be deemed a regular position.

**Transfer.** A transfer is the indefinite assignment of an employee 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.