



Grand Rapids
Community
College

AGREEMENT

Between The

BOARD OF TRUSTEES

Of

GRAND RAPIDS COMMUNITY COLLEGE

And The

**COLLEGE EMPLOYEES BENEFIT
ASSOCIATION (CEBA)**

Wages and Benefits

2021-2024

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AGREEMENT

THIS AGREEMENT is made and entered into on this first day of July, 2021 by and between the **GRAND RAPIDS COMMUNITY COLLEGE** and the **GRAND RAPIDS COMMUNITY COLLEGE EMPLOYEES BENEFIT ASSOCIATION** (hereinafter called the Association).

ARTICLE I

REFERENCE TO ACT 379

A. ACT 379

This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, to establish the wages, hours and other conditions of employment in the bargaining unit. Both parties recognize and will encourage economy, efficiency of operation, maintenance of high standards, cleanliness and elimination of waste, protection of school property and the safety of employees.

B. RECOGNITION OF OBLIGATIONS

The College and the Association recognize their mutual obligations pursuant to Act 379 to bargaining collectively with respect to hours, wages, fringe benefits and conditions of employment. Agreement has been reached between the parties hereto. The terms thereof have been ratified by the College and the Grand Rapids Community College Employees Benefit Association.

ARTICLE II

RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

The College recognizes the Association as the sole and exclusive bargaining representative for all of the College's non-supervisory employees (hereinafter called "employee") in the following departments:

1. Operations - see article VI Wages tables for positions
2. Maintenance - see article VI Wages tables for positions

Excluding all temporary (less than thirty [30] days) employees, Supervisors, Administrative, Technical and Professional Support Staff and all other positions in the Grand Rapids Community College.

B. ACKNOWLEDGEMENT OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the College and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but no agreement was reached. Matters of common concern may be subject to negotiations during the period of this Agreement upon the request and mutual agreement of both parties.

C. ASSOCIATION SECURITY

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

Cancellation of Dues

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

Separated Employees

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

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. RIGHT TO ORGANIZE

Each employee shall have the right to organize, join and support the Association for the purpose of engaging in lawful activities as permitted under State and Federal laws.

B. USE OF COLLEGE FACILITIES

The Association and its members shall have the right to use the Grand Rapids Community College's building facilities at no charge at reasonable times and hours for meetings when such buildings are available and operations staff are on duty. The Association shall be allowed to use the interschool mail, email service of the College, and may post Association notices on a bulletin board designated for such purposes consistent with College policy.

C. NEGOTIATING COMMITTEE

The College agrees to recognize a negotiating committee of the President, Vice-President, Secretary and one (1) member from each of the two (2) departments unless changed by mutual agreement between the College and the Association. The Association shall furnish to the College through the Labor Relations Generalist a written list of the members of the negotiating committee. The negotiating committee shall represent the Association in meetings with the College for the purpose of collective bargaining in the administration of this Agreement.

D. TIME OFF FOR GRIEVANCES

In the event a steward/an employee of this unit is requested by the administration to act upon a grievance during working hours, they are subject to the same notification/scheduling provisions as other leaves or vacation time. The College shall pay the officer member(s) and/or the employee at their regular rate for all time spent during their regular working hours in processing grievances and collective bargaining in accordance with the provisions of this Agreement. Time spent by the employee beyond regular hours shall not be eligible for compensation.

E. ASSOCIATION ACTIVITIES

No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission from their immediate supervisor. Employees shall, however, be permitted to engage in activities during working hours pertaining to grievance matters and matters related to the implementation and administration of this Agreement. With the approval of Labor Relations, Negotiating Committee employees shall also be permitted to engage in the preparation of contract proposals and negotiations.

ARTICLE IV

COLLEGE RIGHTS AND RESPONSIBILITIES

A. RESPONSIBILITIES

The College, on its own behalf and on behalf of the electors of the Community College district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Community College Law and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the College.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, but not in conflict with specific provisions of this Agreement.

B. AUTHORITY

The Association recognizes that the College Board of Trustees is legally responsible for the operation of the College, and that the College has the necessary authority to discharge all of its responsibilities subject to laws mentioned and to the provisions of this Agreement.

C. ADMINISTRATIVE STAFF

In meeting such responsibilities, the College acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of the College buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The College and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law.

ARTICLE V

GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINITION

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

B. AGGRIEVED AND ASSOCIATION GRIEVANCE DEFINITIONS

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

An Association Grievance is a claim by the Association that there has been a violation of any terms of this agreement affecting more than one (1) union member.

C. PURPOSE

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

D. EMPLOYEE RIGHTS

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

E. PROCEDURE

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

F. INFORMAL DISCUSSION

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

G. LEVEL ONE

If the issue is not resolved by informal discussion as outlined in Section F, an employee or the Association shall file a written grievance, on the forms provided by the Labor Relations Generalist, to the employee's supervisor, Human Resources, and Labor Relations, simultaneously, no later than fifteen (15) business days from the time they knew, or should have known, of the event. If the supervisor is not involved in the underlying decision being grieved, the grievance can be submitted at Level Two by the Association. It is the responsibility of the employee to obtain union representation. The union representative's availability cannot delay the meeting.

Within ten (10) business days of the filing date, the aggrieved employee's supervisor shall meet with the aggrieved employee and/or the Association representative in an effort to resolve the grievance. A written answer from said supervisor shall be given within five (5) business days after such a meeting, with copies to the Association, Human Resources and Labor Relations.

H. LEVEL TWO

If the aggrieved employee is not satisfied with the disposition of the grievance at Level One, it shall, within five (5) business days thereafter, be transmitted in writing to Labor Relations. At this level, the grievance must be co-signed by the aggrieved employee and/or the Association.

Within seven (7) business days of receipt of such grievance, Labor Relations will meet with the Association to discuss the issues. The aggrieved employee is not required to be present unless at the request of either Labor Relations or the Association. A written answer shall be given by Labor Relations within seven (7) business days after such meeting, with copies to the Association and Human Resources.

I. LEVEL THREE – THIRD PARTY NEUTRAL

This step will involve a review of the facts by a neutral person or persons who will make a non-binding recommendation to the parties for a resolution of the grievance. Any costs associated with the third party neutral will be shared by CEBA and the College. The third party neutral will decide how to gather the facts necessary to make a recommendation to the parties. The parties may agree to take the grievance to an alternative forum including but not limited to Dispute Resolution Center, formal mediation, or other mutually agreed upon neutral parties.

If CEBA is not satisfied with the resolution proposed at this level, the Association shall, within ten (10) working days following the decision of the third party neutral, notify the Labor Relations Generalist in writing of the request to move the grievance to Level Four, arbitration.

J. LEVEL FOUR

If the decision of Labor Relations is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) business days after the receipt of Labor Relations' decision. An impartial arbitrator shall be promptly selected by the parties. In the event the parties cannot agree, an arbitrator shall be selected from a panel of five (5) qualified persons submitted by the Michigan Employment Relations Commission. Selection shall then be made by each party, eliminating one (1) name until one (1) name remains.

The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and they shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator will be final and binding on both parties.

Each party shall pay its own expenses. The cost of the arbitrator will be shared equally by the College and the Association.

K. TIME LIMITATIONS

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

ARTICLE VI

WAGES

Compensation Changes:

2021-22: 2.0% increase to all schedules. Step advancement for eligible employees based on satisfactory performance.

2022-23: 2.0% increase to all schedules. Step advancement for eligible employees based on satisfactory performance.

2023-24: 1.6% increase to all schedules. Step advancement for eligible employees based on satisfactory performance.

Salary Schedules:

1. Employees hired prior to July 1, 2018: Employees will remain on “old” schedules so long as they remain in the CEBA unit.
2. Employees hired after July 1, 2018: New salary schedules for all CEBA employees except: carpenter, welder, plumber, electrician, HVAC
3. Salary schedule changes each year include “old” schedules for Eprint or base compensation if the employee is beyond the top step.

2021-2022 (Hired Before 6/30/2018)										
(2% Increase)										
Maintenance	1	2	3	4	5	6	7	8	9	10
Building Maintenance	\$19.69	\$20.26	\$20.83	\$21.41	\$21.98	\$22.56	\$23.14	\$23.70	\$24.29	\$24.91
Carpenter, HVAC, Welder, Electrician, Plumber	\$25.07	\$25.50	\$25.94	\$26.36	\$26.79	\$27.20	\$27.63	\$28.07	\$28.49	\$28.86
Licensed - Carpenter, HVAC, Welder, Electrician, Plumber	\$26.11	\$26.59	\$27.07	\$27.55	\$28.03	\$28.51	\$28.99	\$29.47	\$29.95	\$30.48
Painter	\$23.61	\$24.03	\$24.44	\$24.86	\$25.29	\$25.69	\$26.11	\$26.52	\$26.94	\$27.38
Operations	1	2	3	4	5	6	7	8	9	10
Custodian I	\$16.89	\$17.26	\$17.61	\$17.95	\$18.32	\$18.67	\$19.01	\$19.38	\$19.73	\$20.06
Custodian II	\$17.95	\$18.26	\$18.54	\$18.83	\$19.13	\$19.42	\$19.71	\$19.99	\$20.30	\$20.62
Grounds Maintenance	\$20.67	\$21.06	\$21.48	\$21.88	\$22.29	\$22.70	\$23.09	\$23.51	\$23.91	\$24.29
Grounds Manager	\$24.16	\$24.58	\$24.98	\$25.39	\$25.80	\$26.19	\$26.61	\$27.01	\$27.42	\$27.90
Head Custodian I	\$19.20	\$19.69	\$20.18	\$20.67	\$21.15	\$21.64	\$22.12	\$22.62	\$23.10	\$23.64
Head Custodian II	\$20.67	\$21.06	\$21.48	\$21.88	\$22.29	\$22.70	\$23.09	\$23.51	\$23.91	\$24.29
Printing Services/Mail Technician I	\$16.23	\$16.56	\$16.90	\$17.26	\$17.60	\$17.93	\$18.29	\$18.63	\$18.96	\$19.35
Printing Services/Mail Technician II	\$20.67	\$21.06	\$21.48	\$21.88	\$22.28	\$22.70	\$23.09	\$23.51	\$23.91	\$24.29
Shipping & Receiving Agent	\$22.23	\$22.60	\$22.97	\$23.35	\$23.73	\$24.09	\$24.48	\$24.85	\$25.21	\$25.60
Shipping & Receiving Clerk	\$17.80	\$18.12	\$18.43	\$18.74	\$19.04	\$19.37	\$19.68	\$19.98	\$20.31	\$20.62

2022-2023 (Hired Before 6/30/2018)										
(2% Increase)										
Maintenance	1	2	3	4	5	6	7	8	9	10
Building Maintenance	\$20.08	\$20.67	\$21.25	\$21.84	\$22.42	\$23.01	\$23.60	\$24.17	\$24.78	\$25.41
Carpenter, HVAC, Welder, Electrician, Plumber	\$25.57	\$26.01	\$26.46	\$26.89	\$27.33	\$27.74	\$28.18	\$28.63	\$29.06	\$29.44
Licensed - Carpenter, HVAC, Welder, Electrician, Plumber	\$26.63	\$27.12	\$27.61	\$28.10	\$28.59	\$29.08	\$29.57	\$30.06	\$30.55	\$31.09
Painter	\$24.08	\$24.51	\$24.93	\$25.36	\$25.80	\$26.20	\$26.63	\$27.05	\$27.48	\$27.93
Operations	1	2	3	4	5	6	7	8	9	10
Custodian I	\$17.23	\$17.61	\$17.96	\$18.31	\$18.69	\$19.04	\$19.39	\$19.77	\$20.12	\$20.46
Custodian II	\$18.31	\$18.63	\$18.91	\$19.21	\$19.51	\$19.81	\$20.10	\$20.39	\$20.71	\$21.03
Grounds Maintenance	\$21.08	\$21.48	\$21.91	\$22.32	\$22.74	\$23.15	\$23.55	\$23.98	\$24.39	\$24.78
Grounds Manager	\$24.64	\$25.07	\$25.48	\$25.90	\$26.32	\$26.71	\$27.14	\$27.55	\$27.97	\$28.46
Head Custodian I	\$19.58	\$20.08	\$20.58	\$21.08	\$21.57	\$22.07	\$22.56	\$23.07	\$23.56	\$24.11
Head Custodian II	\$21.08	\$21.48	\$21.91	\$22.32	\$22.74	\$23.15	\$23.55	\$23.98	\$24.39	\$24.78
Printing Services/Mail Technician I	\$16.55	\$16.89	\$17.24	\$17.61	\$17.95	\$18.29	\$18.66	\$19.00	\$19.34	\$19.74
Printing Services/Mail Technician II	\$21.08	\$21.48	\$21.91	\$22.32	\$22.73	\$23.15	\$23.55	\$23.98	\$24.39	\$24.78
Shipping & Receiving Agent	\$22.67	\$23.05	\$23.43	\$23.82	\$24.20	\$24.57	\$24.97	\$25.35	\$25.71	\$26.11
Shipping & Receiving Clerk	\$18.16	\$18.48	\$18.80	\$19.11	\$19.42	\$19.76	\$20.07	\$20.38	\$20.72	\$21.03

2023-2024 (Hired Before 6/30/2018)										
(1.6% Increase)										
Maintenance	1	2	3	4	5	6	7	8	9	10
Building Maintenance	\$20.40	\$21.00	\$21.59	\$22.19	\$22.78	\$23.38	\$23.98	\$24.56	\$25.18	\$25.82
Carpenter, HVAC, Welder, Electrician, Plumber	\$25.98	\$26.43	\$26.88	\$27.32	\$27.77	\$28.18	\$28.63	\$29.09	\$29.52	\$29.91
Licensed - Carpenter, HVAC, Welder, Electrician, Plumber	\$27.06	\$27.55	\$28.05	\$28.55	\$29.05	\$29.55	\$30.04	\$30.54	\$31.04	\$31.59
Painter	\$24.47	\$24.90	\$25.33	\$25.77	\$26.21	\$26.62	\$27.06	\$27.48	\$27.92	\$28.38
Operations	1	2	3	4	5	6	7	8	9	10
Custodian I	\$17.51	\$17.89	\$18.25	\$18.60	\$18.99	\$19.34	\$19.70	\$20.09	\$20.44	\$20.79
Custodian II	\$18.60	\$18.93	\$19.21	\$19.52	\$19.82	\$20.13	\$20.42	\$20.72	\$21.04	\$21.37
Grounds Maintenance	\$21.42	\$21.82	\$22.26	\$22.68	\$23.10	\$23.52	\$23.93	\$24.36	\$24.78	\$25.18
Grounds Manager	\$25.03	\$25.47	\$25.89	\$26.31	\$26.74	\$27.14	\$27.57	\$27.99	\$28.42	\$28.92
Head Custodian I	\$19.89	\$20.40	\$20.91	\$21.42	\$21.92	\$22.42	\$22.92	\$23.44	\$23.94	\$24.50
Head Custodian II	\$21.42	\$21.82	\$22.26	\$22.68	\$23.10	\$23.52	\$23.93	\$24.36	\$24.78	\$25.18
Printing Services/Mail Technician I	\$16.81	\$17.16	\$17.52	\$17.89	\$18.24	\$18.58	\$18.96	\$19.30	\$19.65	\$20.06
Printing Services/Mail Technician II	\$21.42	\$21.82	\$22.26	\$22.68	\$23.09	\$23.52	\$23.93	\$24.36	\$24.78	\$25.18
Shipping & Receiving Agent	\$23.03	\$23.42	\$23.80	\$24.20	\$24.59	\$24.96	\$25.37	\$25.76	\$26.12	\$26.53
Shipping & Receiving Clerk	\$18.45	\$18.78	\$19.10	\$19.42	\$19.73	\$20.08	\$20.39	\$20.71	\$21.05	\$21.37

2021-2022 (Hired After 7/1/2018)										
(2% Increase)										
Job Title	1	2	3	4	5	6	7	8	9	10
Building Maintenance	\$17.20	\$17.70	\$18.20	\$18.70	\$19.21	\$19.71	\$20.22	\$20.71	\$21.22	\$21.76
Custodian I	\$15.06	\$15.38	\$15.69	\$16.00	\$16.32	\$16.64	\$16.94	\$17.27	\$17.58	\$17.88
Custodian II	\$16.00	\$16.27	\$16.52	\$16.78	\$17.03	\$17.31	\$17.56	\$17.82	\$18.08	\$18.38
Grounds Maintenance	\$18.41	\$18.78	\$19.15	\$19.50	\$19.86	\$20.23	\$20.58	\$20.95	\$21.31	\$21.63
Grounds Manager	\$21.53	\$21.90	\$22.27	\$22.62	\$22.99	\$23.35	\$23.72	\$24.07	\$24.43	\$24.86
Head Custodian I	\$17.11	\$17.54	\$17.97	\$18.41	\$18.85	\$19.29	\$19.72	\$20.16	\$20.59	\$21.07
Head Custodian II	\$18.41	\$18.78	\$19.15	\$19.50	\$19.86	\$20.23	\$20.58	\$20.95	\$21.31	\$21.63
Painter	\$20.62	\$20.99	\$21.35	\$21.72	\$22.08	\$22.45	\$22.82	\$23.17	\$23.54	\$23.92
Printing Services/Mail Technician I	\$14.46	\$14.76	\$15.07	\$15.38	\$15.68	\$15.98	\$16.30	\$16.60	\$16.90	\$17.24
Printing Services/Mail Technician II	\$18.41	\$18.78	\$19.15	\$19.50	\$19.85	\$20.23	\$20.58	\$20.95	\$21.31	\$21.63
Shipping & Receiving Agent	\$19.80	\$20.15	\$20.47	\$20.80	\$21.14	\$21.47	\$21.81	\$22.14	\$22.47	\$22.82
Shipping & Receiving Clerk	\$15.86	\$16.14	\$16.42	\$16.70	\$16.97	\$17.26	\$17.53	\$17.81	\$18.09	\$18.38

2022-2023 (Hired After 7/1/2018)										
(2% Increase)										
Job Title	1	2	3	4	5	6	7	8	9	10
Building Maintenance	\$17.54	\$18.05	\$18.56	\$19.07	\$19.59	\$20.10	\$20.62	\$21.12	\$21.64	\$22.20
Custodian I	\$15.36	\$15.69	\$16.00	\$16.32	\$16.65	\$16.97	\$17.28	\$17.62	\$17.93	\$18.24
Custodian II	\$16.32	\$16.60	\$16.85	\$17.12	\$17.37	\$17.66	\$17.91	\$18.18	\$18.44	\$18.75
Grounds Maintenance	\$18.78	\$19.16	\$19.53	\$19.89	\$20.26	\$20.63	\$20.99	\$21.37	\$21.74	\$22.06
Grounds Manager	\$21.96	\$22.34	\$22.72	\$23.07	\$23.45	\$23.82	\$24.19	\$24.55	\$24.92	\$25.36
Head Custodian I	\$17.45	\$17.89	\$18.33	\$18.78	\$19.23	\$19.68	\$20.11	\$20.56	\$21.00	\$21.49
Head Custodian II	\$18.78	\$19.16	\$19.53	\$19.89	\$20.26	\$20.63	\$20.99	\$21.37	\$21.74	\$22.06
Painter	\$21.03	\$21.41	\$21.78	\$22.15	\$22.52	\$22.90	\$23.28	\$23.63	\$24.01	\$24.40
Printing Services/Mail Technician I	\$14.75	\$15.06	\$15.37	\$15.69	\$15.99	\$16.30	\$16.63	\$16.93	\$17.24	\$17.58
Printing Services/Mail Technician II	\$18.78	\$19.16	\$19.53	\$19.89	\$20.25	\$20.63	\$20.99	\$21.37	\$21.74	\$22.06
Shipping & Receiving Agent	\$20.20	\$20.55	\$20.88	\$21.22	\$21.56	\$21.90	\$22.25	\$22.58	\$22.92	\$23.28
Shipping & Receiving Clerk	\$16.18	\$16.46	\$16.75	\$17.03	\$17.31	\$17.61	\$17.88	\$18.17	\$18.45	\$18.75

2023-2024 (Hired After 7/1/2018)										
(1.6% Increase)										
Job Title	1	2	3	4	5	6	7	8	9	10
Building Maintenance	\$17.82	\$18.34	\$18.86	\$19.38	\$19.90	\$20.42	\$20.95	\$21.46	\$21.99	\$22.56
Custodian I	\$15.61	\$15.94	\$16.26	\$16.58	\$16.92	\$17.24	\$17.56	\$17.90	\$18.22	\$18.53
Custodian II	\$16.58	\$16.87	\$17.12	\$17.39	\$17.65	\$17.94	\$18.20	\$18.47	\$18.74	\$19.05
Grounds Maintenance	\$19.08	\$19.47	\$19.84	\$20.21	\$20.58	\$20.96	\$21.33	\$21.71	\$22.09	\$22.41
Grounds Manager	\$22.31	\$22.70	\$23.08	\$23.44	\$23.83	\$24.20	\$24.58	\$24.94	\$25.32	\$25.77
Head Custodian I	\$17.73	\$18.18	\$18.62	\$19.08	\$19.54	\$19.99	\$20.43	\$20.89	\$21.34	\$21.83
Head Custodian II	\$19.08	\$19.47	\$19.84	\$20.21	\$20.58	\$20.96	\$21.33	\$21.71	\$22.09	\$22.41
Painter	\$21.37	\$21.75	\$22.13	\$22.50	\$22.88	\$23.27	\$23.65	\$24.01	\$24.39	\$24.79
Printing Services/Mail Technician I	\$14.99	\$15.30	\$15.62	\$15.94	\$16.25	\$16.56	\$16.90	\$17.20	\$17.52	\$17.86
Printing Services/Mail Technician II	\$19.08	\$19.47	\$19.84	\$20.21	\$20.57	\$20.96	\$21.33	\$21.71	\$22.09	\$22.41
Shipping & Receiving Agent	\$20.52	\$20.88	\$21.21	\$21.56	\$21.90	\$22.25	\$22.61	\$22.94	\$23.29	\$23.65
Shipping & Receiving Clerk	\$16.44	\$16.72	\$17.02	\$17.30	\$17.59	\$17.89	\$18.17	\$18.46	\$18.75	\$19.05

A. STEP MOVEMENT BASED ON PERFORMANCE

CEBA members who have not reached the top step of their salary schedules shall be eligible for advancement of one (1) step on July 1 for each year of the contract under the following conditions:

1. No discipline (Corrective Action Notice in personnel file) within the preceding twelve (12) months (a documented verbal warning will not be considered discipline under this provision)
2. Completed learning expectations identified in preceding year's evaluation
3. Meets expectations in all areas of evaluation
4. Supervisor must recommend step advancement based on assessment that the employee meets and/or exceeds all expectations and has demonstrated commitment to continuous professional growth and improvement within the position. Each supervisor will meet with their CEBA member no later than February 1 of each year of the contract to provide the employee with mid-year feedback on performance. This meeting will be documented and signed by both the employee and the supervisor. Signature does not represent agreement, but acknowledges the discussion.
5. If a supervisor does not complete the mid-year performance review and/or the end of year evaluation, the employee shall automatically receive the step increase as long as the employee has had no discipline within the preceding twelve (12) months, and has completed their learning plan.
6. If the performance evaluation results in denial of step advancement, such denial and evaluation must be provided to the employee in writing. Each employee denied a step increment must receive a performance re-evaluation within a ninety (90) day period after written denial indicating whether the employee's performance meets job expectation. The step advancement is not retroactive, but will be given at the time of the re-evaluation if the employee has met the step advancement criteria.

B. LONGEVITY

All full-time employees and those part-time employees, who have completed the years of service stated, shall be paid longevity in the amounts indicated:

Longevity	2021-2024
5 years	\$530.60
10 years	\$795.91
15 years	\$1061.21
20 years	\$1326.51
25 years	\$1591.81

Part-time employees who have completed the years of service stated above shall be paid longevity in the amounts indicated prorated as follows:

5 ¼ hours/day	½ payment
5 ½ - 6 ¼ hours/day	¾ payment
6 ½ hours/day & over	full payment

For purposes of this section, a full-time employee is defined as an employee working thirty two and one-half (32.5) or more hours per week; a part-time employee is defined as an employee working at least twenty (20) hours but less than thirty two and one-half (32.5) hours per week. Hours per week shall be computed based on the twelve (12) months preceding the first pay date of July.

Longevity will be spread over twenty six (26) pays during the length of the fiscal year and will be calculated based on the prior fiscal year service.

Years of service shall be computed as of July 1. If an employee was employed six (6) months or more in the first fiscal year (July 1 - June 30) in which employed, this employment shall be counted as a full year of service.

Employees whose employment terminates for any reason, other than disciplinary action, prior to the first pay date in July, for the current fiscal year, shall be paid longevity at the time of termination of employment, through the date of termination.

C. SHIFT PREMIUM

1. Employees working the first shift (reports 5:00 a.m. - 9:00 a.m.) shall not receive a shift premium.
2. Employees working the second shift (reports 2:00 p.m. - 5:00 p.m.) shall receive the following per hour over the employee's regular rate for the hours worked.

SECOND/EVENING SHIFT PREMIUM

2021-2024
.50

3. Employees working on the third shift (reports 9:00 p.m. - 11:00 p.m.) shall receive the following per hour over the employee's regular rate for the hours worked.

THIRD/NIGHT SHIFT PREMIUM

2021-2024
.55

D. SPECIAL ASSIGNMENT PAY

1. Temporary Special Assignment: A temporary special assignment is one that is performed on an intermittent, occasional, infrequent, or sporadic basis by an individual.
 - a. Compensation: Any employee assigned by administration to work on a temporary basis in any of the areas listed as “temporary special assignments” shall receive the listed pay in addition to their regular rate for those actual hours worked performing the temporary special assignment.
 - b. Temporary Assignments:

Temporary Special Assignment	Compensation
Paint Sprayer	.53
Welder	.53
Hazardous Materials Handler	.53
Landscape	.48
Locksmith	.53
Pool Maintenance	.53
Lead Person	.61

2. Permanent Special Assignment: A permanent special assignment is one that is performed by an employee on a repetitive daily basis throughout the year in the fulfillment of their work routine.
 - a. Compensation: Any employee assigned by administration to work on a permanent basis in any of the areas listed as “permanent special assignments” shall receive the listed pay in addition to their regular rate for the following year. No later than June 15 of each fiscal year, The Executive Director of Facilities will provide Human Resources with the names of all employees who are assigned work that is eligible for permanent special assignment pay for the following fiscal year.

b. Permanent Special Assignments:

Permanent Special Assignment	Compensation
Licensed Contractor of Record for City Permits	\$500.00 per quarter
Licensed Boiler Engineer	\$275.00 per quarter
Lead Person	.61
Locksmith	.53

3. Definitions

a. Temporary or Permanent Lead Person:

1. A Custodian I or II or a shipping and receiving clerk designated by administration to assume responsibility for coordinating work and overseeing tasks from start to finish on a shift where there is no building manager, shipping and receiving agent, or head custodian; or
2. An employee other than a head custodian, shipping and receiving agent, lead printing technician or grounds manager designated by administration to supervise student workers, contingency employees, or one or more employee(s) in a lower classification; or
3. An employee temporarily designated by administration to assume oversight responsibilities for multiple shifts or multiple buildings in the absence of a building manager; or
4. An employee designated by administration to oversee custodial operations on DeVos Campus.

b. Locksmith- An employee designated by administration to oversee specialized lock maintenance activities. The Locksmith must possess applicable card access, key and core coding software knowledge, skills and abilities to perform maintenance and/or repairs on the internal mechanics of locks & cores: including re-keying, master keying, key cutting, lock opening, lock & core installation. This designation may be permanent or temporary.

c. Licensed Contractor - An employee designated by administration who is the licensed Contractor of Record (license is held in the name of College) shall be compensated by the College as follows: two thousand dollars (\$2,000) in equal installments of five hundred dollars (\$500) each, payable quarterly during the fiscal year on the first pay date of July, October, January, and April.

- d. Licensed Boiler Engineer – An employee designated by administration to oversee the maintenance of boilers. The individual will hold a boiler engineer license by the State.
 - e. Paint Sprayer – An employee designated by administration to use spray painting equipment requiring a respirator and in an air restricted environment.
 - f. Hazardous Materials Handler – An employee designated by administration to package or handle for shipment materials identified or labeled for hazardous disposal or individuals working within the grounds department who apply herbicides.
 - g. Landscaper – An employee other than one assigned to the grounds department who is designated by administration to use powered industrial equipment such as lawnmowers, chainsaws, tree pruning equipment, or snow plowing equipment.
 - h. Pool Maintenance – An employee designated by administration to oversee pool maintenance including evaluating the quality of pool, applying chemicals to make appropriate adjustments as required, working with the Health Department, and other activities as necessary.
4. Some CEBA employees who received Special Assignment pay under prior contract terms are eligible to continue to receive that pay for the duration of this contract. See MOU dated July, 2015 and identified as Appendix A.

E. EMERGENCY DUTY PAY

1. In the event that an employee, part-time or full-time, is called by administration for EMERGENCY duties they will be paid as follows:
 - a. If the emergency is resolved without the employee reporting to campus, the employee will be paid for a minimum of one (1) hour of pay as long as the issue is resolved in under an hour. If the work requires more than one (1) hour, the employee will be paid for two (2) hours or actual time worked, whichever is longer.
 - b. If the employee determines they need to report to campus or relocate to a different location to resolve the issue, the employee must communicate to administration that they are planning to report or change location at the time the request is made. The employee reporting to campus, or changing location, shall receive a minimum of three (3) hours of pay for such duty.
 - c. Emergency duty is paid at one and one-half (1-½) times the regular rate of pay. Said time will be computed to the nearest

quarter hour from the time the employee receives the call to attend the emergency until such time the employee returns to their home.

2. In the event a grounds employee is called and requested to report to work prior to 5:00 a.m., such employee shall be paid from the time of such call.

F. PAYROLL

1. Electronic payment in the form of Direct Deposit and/or a Pay Card is available for all employees.
2. When an administrative error results in overpayment, repayment by the employee shall be arranged over a period of time no longer than the period that the overpayment was made, unless altered by mutual agreement between the employee and the administration. The employee has the right to have an Association representative present in discussing this matter.

G. OVERTIME

1. The official work week of the College employees shall be no more than forty (40) hours per week. When an employee is regularly assigned to work eight (8) hours or less per day, all hours worked over eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. For those employees regularly assigned to work over eight (8) hours per day, overtime will be calculated after forty (40) hours in a work week. Positions in which employees are regularly scheduled to work more than eight (8) hours per day shall be posted and filled as specified and provided in Article XII. In no event shall overtime hours be paid more than once. Employees (not normally scheduled to work) working on any designated holiday listed in Article VIII.B.2 shall receive pay consisting of two (2) times the rate of regular pay.
2. The College shall provide equal opportunity to those qualified in each department for overtime work. Vacation time, holiday with pay time, other leave of absence with pay and official sick leave with pay shall be considered working hours but shall not exceed the normal regularly scheduled hours per day.
3. Each employee is entitled to "reasonable" advance notice of the necessity to work overtime. Each employee receiving less than one (1) hour notice shall not be required to work overtime, unless it is declared an emergency by the administration.
4. Special assignment pay - All overtime hours shall include any special assignment pay that the employee receives during their regular hours.

H. COMP TIME

1. Comp time may be substituted for overtime pay at the employee's option up to a maximum of two hundred forty (240) hours including those hours carried over from the previous fiscal year. Any comp time in the employee's account will be paid down to forty (40) hours on the last pay date of the fiscal year. Up to forty (40) hours can be carried over to the next fiscal year.
2. If an employee has accumulated comp time in excess of forty (40) hours as of May 31st of any year of this contract, for any requested time off in June of that year they must use comp hours in excess of forty (40) hours first before vacation hours are used.

I. CALL IN ROTATION

Overtime opportunities shall be offered to qualified unit members according to the process currently used by Building Managers. This process includes:

1. Master list will be maintained with employee contact information.
2. Employees are required to provide their supervisor with a number where they wish to be reached.
3. The supervisor will contact qualified employees in order of rotation. If an employee cannot be reached at the contact number they provided, the supervisor will contact the next person on the list.
4. The supervisor will go back to the top of the rotation list only after having attempted to contact each person on the list for an overtime opportunity.
5. The overtime list shall be maintained by the supervisor and building manager and made available for review upon request.

J. TEMPORARY ASSIGNMENT PAY

Any employee promoted, assigned or asked by the administration to do any job in a higher pay range shall receive the pay according to (1) or (2) below:

1. If the higher position is open for ten (10) days or less for any reason, the person asked to perform those duties shall receive the equivalent of lead person special assignment pay for those days worked, as soon as they start to perform the extra duties and accepts responsibility for the job.
2. After ten (10) days, the College will pay Step I of the higher position.

K. PROMOTION

Any employee who is promoted to a position within their classification, which carries a higher wage, shall be moved to the step closest to their current wage, without going under, and then up one step. This will go into effect as soon as they accept the responsibility of the higher position. Promotions are based on supervisor recommendation at the employee's annual evaluation and associated step increases will go into effect on July 1 of the next fiscal year. The promotional step replaces any annual step movement otherwise available in that fiscal year.

L. CLASSIFICATION PAY

Employees regularly employed in two (2) or more classifications shall be paid according to the salary schedule of and in proportion to the work in each classification.

ARTICLE VII

OTHER BENEFITS

A. TRAVEL REIMBURSEMENT

1. Employees authorized by their supervisors to use their own vehicles for travel in their work for the College shall receive the current IRS rate per mile in use by the College plus an additional twelve (12) cents for each mile for carrying tools or materials.
2. Each employee, on special assignment required to travel out of Kent County, shall be eligible for food (actual purchase) reimbursement not to exceed the College per diem rate. Receipts must be provided.

B. TUBERCULIN SKIN TESTS AND/OR X-RAYS/HEPATITIS B SHOTS

If required by law, and / or identified as a Category "A" job classification in the Blood borne Infectious Diseases Exposure Control Plan, each employee shall receive, at no cost to the employee, a tuberculin chest x-ray or tuberculin skin test or Hep B shots provided the employee reports on dates and places scheduled by the College. The College representative shall specify which of the above will be administered. Each employee receiving the tuberculin test from the College must have the test read at the time and place designated at the time the test was given. All other readings shall be considered invalid and the test must be repeated.

C. INSURANCE

1. Health Care Employee Consortium: The parties agree that the College will establish a continuing Employee Benefit Review Consortium. The

Consortium shall consist of representatives of the organized bargaining units at the College and representatives of the Meet and Confer employees. Each College bargaining unit shall appoint representatives, as they deem appropriate.

The Consortium shall meet as needed. The charge of the Consortium is to review insurance benefit plans and costs, and to recommend possible changes to the respective bargaining units.

All of the representatives of organized bargaining units of the Consortium must reach agreement prior to any proposed changes being submitted to the respective bargaining units. If any change in Health Insurance Carriers or coverage is proposed by the organized bargaining units of the Consortium, the changes shall be subject to the approval of each individual organized bargaining unit representative.

2. Health Insurance:

- a. The College shall offer each full-time employee (thirty two and one-half (32.5) hours per week) Hospital/Medical Insurance. The College will offer a minimum of three (3) different plan options through the West Michigan Health Insurance Pool. Refer to the Human Resources/Benefits website for options.
- b. The College shall pay the maximum State mandated hard cap amounts, in accordance with PA 152 of 2011, towards the total cost of employee medical premiums. The Board shall increase the state cap amounts to include state adjusted increases to the maximum amount allowable by law for each new benefit coverage year.
- c. If an employee is not in need of health care coverage, the College shall pay one hundred fifty dollars (\$150) a month in lieu of the Health Insurance. Employees must complete a waiver of health coverage form and provide proof of other health insurance annually.
- d. Each part-time employee working at least twenty (20) hours per week is entitled to the benefits described above and is responsible for the prorated amount based on time worked as follows:

20 - 27 Hours = The employee premium for the selected plan and fifty percent (50%) of the portion of the premium otherwise paid by the college.

27 ½ - 32 Hours = The employee premium for the selected plan and twenty five percent (25%) of the portion of the premium otherwise paid by the college.

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

Each part-time employee (at least twenty (20) hours but less than thirty two and one-half (32.5) hours per week) may obtain the same hospital/medical insurance as a full-time employee by paying, via payroll deduction, that portion of the premium not paid by the College.

- e. Each employee may select additional coverage as authorized pursuant to the insurance carrier's rules and regulations, paid by the employee via payroll deductions.
- f. Each employee must select hospital/medical coverage based on Coordination (need and family status) of Benefits. The benefits are listed below:
 - 1. Family coverage: Employee plus two (2) or more (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on carrier eligibility guidelines.
 - 2. Double coverage: Employee plus one (1) (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on carrier eligibility guidelines.
 - 3. Single coverage: Employee only
- g. The benefits provided shall include a hearing care benefit. (Dependent on plan selected) Simply Blue plans do not cover hearing care.
- h. Each employee must complete their on-line benefits enrollment through the Plansource system within the first thirty (30) days hired, even if choosing to waive health coverage or enroll during the open enrollment period. Any changes i.e., returning from leave of absence, marital status, children, etc. must be reported to the HR/Benefits Office within thirty (30) days.
- i. Domestic Partner Program Information
 - 1. Grand Rapids Community College offers medical insurance to domestic partners, providing they meet the eligibility requirements

and complete the Domestic Partner Program Affidavit Form and Health Insurance Enrollment Form.

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

3. Flexible Spending Account:

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

4. Dental/Vision Reimbursement Program:

- a. Beginning each calendar year on January 1 and ending the following December 31, the College may reimburse ninety percent (90%) of the actual dental and/or vision charges paid by the employee, not to exceed two-thousand five hundred dollars (\$2,500) in total combined dental and vision benefit a year for full family.
- b. The College may provide reimbursement as set forth herein, subject to the caps provided under this program, to each full-time employee who is employed at least thirty two and one-half (32.5) hours a week and is assigned to position(s) for the duration of at least the academic year.
- c. Each employee and immediate dependent family member (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United

States Internal Revenue Code) will be provided with dental/vision care.

1. Services and Materials Covered:

DENTAL	VISION
Scaling and Polishing	Vision examination by Optometrist or Ophthalmologist
Fillings	Corrective lenses by prescription: Regular or Contact
Fluoride Treatment	Frames
Extractions	Lasik Surgery
Diagnostic X-Rays	
Root Canals	
Crowns	
Oral Surgery	
Bridges, Dentures and Partial	
Anesthetics	
Orthodontics * (See Plan Document for details)	
Oral Maxillofacial Surgery	
Periodontics	
Endodontics	

2. Services and Materials Not Covered:

DENTAL	VISION
Any service or supplies not furnished by a licensed dentist	Cosmetic purposes
Any service or supply not reasonably necessary for the dental care of the eligible individual	Non-corrective lenses
Cosmetic purposes	Vision therapy
Any care provided or reimbursed by other sources	Medical and surgical treatment of the eyes (with the exception of Lasik surgery.)
Any portion of a charge for service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature by a person of similar training and experience.)	Charges to which benefits are provided under Worker's Compensation, other laws, other insurances, or other Board policies, rules, etc.

d. Preventative Care Services:

1. Dental: Claims for covered dependents under age eighteen (18) for oral examination and fluoride treatment are reimbursed at one-hundred percent (100%) and are not subject to the Benefit Year dollar amount, if these services are not covered under the employee's health insurance plan.
2. Vision: Claims for covered dependents under age eighteen (18) for routine vision examination reimbursed at one-hundred percent (100%) and are not subject to the Benefit Year dollar amount, if these services are not covered under the employee's health insurance plan.
3. Reimbursement Procedure:
 - a. Each employee must complete their on-line benefits enrollment through the Plansource system within the first thirty (30) days hired. Employee must elect the dental/vision reimbursement benefit and add spouse and dependents they wish to enroll in the plan.
 - b. The employee must pay the full cost for dental or vision services and submit the following to the Plan Administrator's Office for reimbursement:
 1. The bill or invoice (the bill or invoice must be itemized).
 2. Evidence of payment (i.e., itemized bill and paid receipt).
 3. A complete and signed "Dental or Vision Reimbursement Claim Form."
 4. Submit Dental or Vision Claims via instructions on the forms provided on the Human Resources website.

5. Life Insurance Benefit:

The College will provide this life insurance benefit according to the terms of the group term life insurance policy, which are incorporated herein by reference. Employees can request a copy of the life insurance certificate of coverage from the Human Resources/Benefits Department.

- a. The College will provide a thirty five thousand dollar (\$35,000) life insurance benefit for each full- time (at least thirty two and one-half (32.5) hours per week/school year assignment) employee.

- b. The College will provide a twelve thousand dollar (\$12,000) life insurance benefit for each part-time (working at least twenty (20) hours per week but less than thirty two and one-half (32.5) hours per week/school year assignment) employee.
- c. Each full-time employee who retires or becomes disabled and who has at least ten (10) years employment with the College shall have the life insurance benefit stated in Article VII.C.5.a. above continue for eighteen (18) months after termination from employment due to retirement or disability.
- d. The College will provide the life insurance benefit on the employee's primary position only.

6. Workers' Compensation/Special Accommodation in Workplace

- a. When employees are injured on the job they are required to contact their supervisor immediately to complete an Injury Report.
- b. Efforts will be made to accommodate employees who received injuries, while on the job, and they will be encouraged to return to work and will be paid at a rate comparable to pay rate received when the injury occurred. Each case will be dealt with on its individual merits.
- c. Whenever an employee receives Workers' Compensation Benefits, they shall be paid the difference between such benefits and their regular salary or wage by the College provided they are eligible for sick leave. Such differences shall be deducted from their sick leave accumulation. An employee shall receive holiday pay while on workers' compensation for only so long as the employee has not exhausted their sick leave benefit.
- d. During the first three (3) months an employee is on Workers' Compensation, there shall be no interruption in benefits. After three (3) months all benefits, except seniority, terminate, unless otherwise provided in this Agreement.
- e. Medical Insurance and Dental/Vision Reimbursement Program shall continue for twelve (12) months from the date of being placed on Workers' Compensation. The College will pay up to the cap for the selected plan unless the employee was part time in which case they pay part of the College portion as well. The employee will be responsible for the employee cost share of the premium.

Further, after twelve (12) months of being placed on Workers' Compensation and pursuant to the rules of the applicable health insurance carrier, the employee may, at the employees cost, continue hospital/medical coverage according to the Federal COBRA Laws.

7. Long Term Disability:

1. The College will provide long term disability benefits for full time employees as follows:
 - a. **Waiting Period:** Employees are eligible after two (2) years of full time active employment with the college and must have exhausted all accumulated sick leave.
 - b. **Elimination Period:** The elimination period is ninety (90) calendar days except that those employees employed over two (2) years at the Grand Rapids Community College and who meet the vesting requirements of the Michigan Public Schools Retirement System ten (10) years shall qualify for benefits after sixty (60) calendar days.
 - c. **Amount of Benefit:** The amount of the benefit shall be fifty percent (50%) of monthly earnings offset by social security, worker's compensation, disability, pension income, other insurance plans and other sources of earned income. For those employees meeting the vesting requirements of the Michigan Public Schools Retirement System ten (10) years, the amount of the benefit shall be sixty six and two thirds percent (66 $\frac{2}{3}$ %) of monthly earnings with the same offsets.
 - d. **Monthly payments** subject to any limits contained in the plan document. Refer to Plan Document for eligibility and maximums. Benefits are paid on the primary position; offsets for Workers Compensation, Social Security, Medicare, State of Michigan Teachers Retirement may be required under the Plan Document.
 - e. For a full description of your coverage, consult the Plan Document on file in the HR/Benefits Department. Where there is a conflict between the description in this Handbook and the Plan Document, the Plan Document is controlling.
 - f. Any employee on long term disability will continue to have their health insurance provided by the College up to one (1) year of disability. The College will pay up to the cap for the selected plan. The employee will

be responsible for the employee cost share of the premium.

D. UNIFORMS

1. The College shall provide uniforms to the employees as follows:
 - a. At the time of new hire or transfer to a new department within the college, an employee shall receive uniforms as indicated below.
 1. Maintenance Staff, ePrint Staff, Shipping and Receiving Staff, Grounds Staff, and Mechanics: Six (6) uniforms or twelve (12) pieces (painter's uniforms shall be white).
 2. Operations Staff: four (4) uniforms or eight (8) pieces.
 3. A custodial employee may select to be reimbursed up to one hundred fifty dollars (\$150) for safety-toe shoes or boots one time during the course of the contract, and in that year they will only be eligible for half of the apparel items in that year. The College shall provide a menu of options or directions for purchase of shoes/boots.
 - b. All employees will receive replacements for damaged, worn or ill-fitting uniforms not to exceed the new hire issue allotment each year. Damaged, worn, or ill-fitting uniforms must be turned in to their supervisor in exchange for replacement uniforms. Exceptions will be granted at the discretion of the employee's supervisor where uniforms have become damaged or worn as a result of work related incidents. Replacement pieces may be of a different type (example: pants for shirts). Pieces turned in for replacement need not be from the previous year but may be from prior years.
 - c. Employees shall receive one coverall upon request in addition to uniforms. Those employees having already received a coverall will receive a replacement for a damaged, worn or ill-fitting coverall on the same terms and conditions as uniform pieces.
 - d. Employees may request at time of hire, transfer or replacement one (1) jacket in lieu of two (2) uniform pieces.
 - e. Uniform shorts will be available to employees at time of hire or transfer and through the annual replacement process. Uniform shorts shall not be worn if to do so violates MIOSHA standards. Wearing shorts is limited to the season beginning the first Monday following college graduation until temperatures are consistently below seventy (70) degrees. Director of Purchasing and/or Executive Director of

Facilities shall have the final authority to determine if uniform shorts may or may not be worn by employees in their Divisions.

- f. Maintenance staff will be reimbursed up to one hundred fifty dollars (\$150) for the purchase of safety shoes or ANSI certified shoes where required, for each year of the contract.
- g. Grounds employees shall receive one (1) pair of safety shoes per year. Operations Staff, whose job responsibilities include assisting grounds (currently 4 persons), shall receive one (1) pair per contract provided the eligible employee presents a receipt for purchase of the same within thirty (30) days following the purchase.

- 2. Each employee shall be responsible to clean and maintain the uniforms furnished to and shall wear the uniforms properly while on duty. Uniforms and shoes or boots will be used for work and maintained in good condition.

E. SAFETY EQUIPMENT

- 1. The College shall provide prescription safety glasses for those individuals who wear corrective lenses and whose work responsibilities require eye protection by MIOSHA/OSHA or any other regulations. Approval forms shall be required through the Human Resources office.
- 2. If Personal Protection Equipment (PPE) is required by MIOSHA/OSHA guidelines, to perform assigned work duties, it will be provided by the College. To acquire this equipment, contact the appropriate Building Manager.

F. LICENSES

- 1. The College shall reimburse each employee for the cost of commercial driver's license renewal provided the same is required to perform their assigned function.
- 2. All other license fees and/or expenses shall be paid by the College.

G. ASSAULT AND BATTERY

- 1. If an employee, acting in the line of duty, is assaulted, the incident shall be immediately reported to Campus Police. The College shall provide legal assistance to the employee in connection with the handling of the incident. Such assistance shall include the provision of legal counsel if deemed necessary by the College.
- 2. In case of an assault by a student or students on an employee, while the employee is acting in the line of duty, causing damage to the employee's

regular clothing and/or glasses, the College shall make an equitable financial settlement for such loss with the employee involved. Such damage shall be reported immediately to Campus Police.

3. Employee Injury: In cases of an assault resulting in an injury inflicted by a student on an employee while they are acting in the line of duty as an employee of the College and the employee has been found not to have provoked the injury, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the College. When Workers' Compensation is paid, the College shall pay the difference between that sum and the employee's regular salary, not to exceed one (1) year. Should the injury to the employee be of such a nature as to cause an inability on the part of the employee to perform their duties beyond the above one (1) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable privileges included in this agreement.

H. **PARKING**

Each employee shall pay ten dollars (\$10) per month from September through April in exchange for the opportunity to be assigned parking on campus. Parking fees are paid through payroll deduction and are pre-taxed.

I. **FORD FIELDHOUSE**

CEBA members and their dependents are entitled to enjoy the full use of recreational and Health Club activities and equipment of the Ford Fieldhouse when the building is available. CEBA members are entitled to free Full Service Memberships in the Ford Fieldhouse Health Club. CEBA members and families will abide by the rules of operation that apply to other full service members.

ARTICLE VIII

VACATION AND HOLIDAYS

A. **VACATIONS**

1. Earning Vacation
 - a. Vacations shall be earned and computed on a fiscal year basis.
 - b. All newly hired employees will be given five (5) days after six (6) months of continuous service, and
 - c. First Fiscal year awarded as follows:

1. On July 1, employees hired between July 1 and December 31 of the previous calendar year, will be credited with an additional six (6) days.
 2. On July 1, employees hired between January 1 and June 30 of the current calendar year, will be credited with one (1) day for every five (5) weeks worked between their hire date and June 30, and will be credited with five (5) days after six (6) months of employment (as noted in A.1.b. above).
- d. Employees working less than eight (8) hours per day or less than forty (40) hours per week, shall be entitled to the prorated vacation allowance that is granted under #4, below.

2. Use of Vacation

- a. Each employee has the responsibility of arranging vacation time with their immediate supervisor.
- b. Vacation time shall be used by December 31 of the fiscal year following the fiscal year in which it was awarded.
- c. Accumulated vacation time is to be used by the date specified. Any employee who is prevented from using the vacation time due to execution of work assignments will have up to ten (10) days automatically extended to the end of the next calendar year (December 31). In the event an employee wishes to have the ten (10) days transferred to their sick leave bank, they must notify the Director of Payroll in writing by December 31. The decision of the Director or designee shall be final.
- d. On an exception basis and due to the requirements of the workload, the immediate supervisor may approve the carry-over of up to five (5) additional unused vacation days to the next fiscal year. Carry-over days must be used by December 31. The supervisor must notify the payroll office in writing by May 31.

3. Scheduling

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

4. Pay

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

Years of Service	Vacation Days Earned
1 year through completion of 5th year	13 days
6th year through completion of 10th year	17 days
11th year through completion of 15th year	23 days
16th year through completion of 20th year	25 days
21 or more years of service	26 days

B. HOLIDAYS

1. General Conditions

Each employee is eligible for holiday pay provided:

- a. The employee completes their last scheduled work day prior to the holiday and commences work at the scheduled time of their scheduled work day after the holiday.

(Note: The holiday pay will be paid only if the last and next scheduled work days are within one week of the holiday; this includes the Fourth of July).

- b. In the event an employee is unable to work the days before or after a holiday because of proven illness or injury, requirement B.1.a, above, shall not apply.

2. Number of days for 41-52 Week Employees*

- a. Each employee will be entitled to be paid the number of hours they normally would work per day for each of the following holidays per year: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving; Christmas Day, New Years Day, April/March Break (Spring Holiday), Memorial Day and a variable holiday.

- b. Each employee will also be entitled to be paid one-half (1/2) the number of hours per day they normally would work for the P.M. of Christmas Eve and the P.M. of New Years Eve.
- c. These holiday provisions shall be implemented during this contract term by paying employees for the following days on which they shall not be required to work:

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

2021-2024

HOLIDAYS

Holiday	2021/2022	2022/2023	2023/2024
Independence Day	7/5/2021	7/4/2022	7/4/2023
Labor Day	9/6/2021	9/5/2022	9/4/2023
Day Before Thanksgiving	11/24/2021	11/23/2022	11/22/2023
Thanksgiving Day	11/25/2021	11/24/2022	11/23/2023
Day After Thanksgiving	11/26/2021	11/25/2022	11/24/2023
Half Day Before Christmas	12/24/2021	12/23/2022	12/26/2023
Variable Half Day*	12/24/2021	12/23/2022	12/26/2023
Christmas	12/23/2021	12/26/2022	12/25/2023
Variable Half Day Before New Years	12/31/2021	12/30/2022	1/2/2024
Half day before New Years	12/31/2021	12/30/2022	1/2/2024
New Years Day	12/30/2021	1/2/2023	1/1/2024
Memorial Day	5/30/2022	5/29/2023	5/27/2024

3. Number of Days for Non-52 Week Employees

- a. Each employee working thirty two to forty (32-40) weeks per year will be entitled to be paid the number of hours they normally would work per day for each of the following holidays each year: Labor Day, Wednesday before Thanksgiving Day, Thanksgiving Day, and Friday after Thanksgiving, Christmas Day, and New Year's Day.
- b. This holiday provision shall be implemented during this contract term by paying employees for the following days on which they shall not be required to work.

Non 52- Week Employees Holidays

Holiday	2021/2022	2022/2023	2023/2024
Labor Day	9/6/2021	9/5/2022	9/4/2023
Day before Thanksgiving	11/24/2021	11/23/2022	11/22/2023
Thanksgiving Day	11/25/2021	11/24/2022	11/23/2023
Day after Thanksgiving	11/26/2021	11/25/2022	11/24/2023
Christmas Day	12/23/2021	12/26/2022	12/25/2023
New Years Day	12/30/2021	1/2/2023	1/1/2024

4. Variable Holiday – The variable holiday will be used during the Holiday shutdown period. For shut down schedules for the duration of this contract see Appendix C.
5. The following employees shall not be entitled to holiday pay:
 - a. Employees who are on official leave of absence without pay. This excludes employees on a paid FMLA period.
 - b. Employees on suspension.
 - c. Employees who are laid off.

ARTICLE IX

OTHER TIME-OFF ALLOWANCES

A. **PERSONAL DAYS**

Each full-time employee, i.e., thirty two and one-half (32.5) hours per week and fifty-two (52) weeks per year, is entitled to twenty-four (24) hours of personal leave (noncumulative) each fiscal year. Each part-time employee working at least twenty (20) hours per week and fifty two (52) weeks per year is entitled to twelve (12) hours of personal leave each fiscal year (noncumulative). New or rehired employees will receive a prorated amount based on start day for the current fiscal year. Personal days must be requested in writing or by email for approval by their immediate supervisor or designee. Allow ample time for return notice of approval to the employee.

Conditions for personal leave:

1. Employee’s request for personal leave day must be made, in writing or by email for approval by their immediate supervisor or designee in ample time for return notice to the employee.

2. New hires shall be awarded 24 hours (full-time) or 12 hours (part-time) upon hire.

B. SICK DAYS

1. Sick pay will accumulate and be paid as follows:
 - a. Newly hired employees will be credited with sick days in advance, one (1) day for each calendar month of scheduled employment through the end of the current fiscal year.
 - b. Non-probationary employees will be granted one (1) day per month of employment credited in advance each fiscal year.
 - c. Unused sick time accumulates without limitation.
2. Accumulated Sick Leave Time May Be Used For:
 - a. Absence from work because of personal injury or illness or on orders of a physician.
 - b. Normal dental and medical appointments which cannot be scheduled after working hours.
 - c. To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and five (5) working days for immediate family members for emergency or injury.
 - d. Immediate family member is defined as spouse, child, father, mother, brother, sister, step of above; father, mother, sister, daughter, brother and son-in-law; grandparent, grandchild, spouse's grandparent, aunt, uncle, foster child or any minor child living with the employee under a court order.
 - e. If a CEBA employee is qualified for FMLA to care for a child/spouse/parent, the employee may use up to twelve (12) weeks accumulated sick time, depending upon the individual FMLA eligibility.
3. Vacation Donation Bank: See Appendix B

C. BEREAVEMENT

1. In the event of the death of an immediate family member as defined in #5 below, an employee will be granted paid leave, not chargeable to accumulated

sick time not to exceed five (5) work days if the deceased lived in the state of Michigan or seven (7) work days if the deceased lived outside the state of Michigan.

2. Bereavement time for the death of friends or other relatives shall not exceed twenty four (24) work hours per fiscal year for full-time employees. Part-time employees shall receive prorated bereavement time.
3. Employees must notify their immediate Supervisor of their intended absence before their scheduled starting time stating their relationship to the deceased.
4. Employees may be required to provide documentation when reporting to work on their first work day following their absence. Failure to comply with this provision may result in the withholding of pay for such leave days.
5. Immediate family member is defined as spouse, child, father, mother, brother, sister, step of above; father-in-law, mother-in-law, sister-in-law, daughter-in-law, brother-in-law and son-in-law; grandparent, grandchild, spouse's grandparent, aunt, uncle, foster child, or children assigned by the Court; and other members of the immediate household.

D. APPROVAL OF SICK LEAVE/ BEREAVEMENT LEAVE

1. Employees must notify their immediate supervisor (personally if possible) of their intended absence before their scheduled starting time stating the nature of leave (illness, death and relationship of the deceased), and where they can be contacted during the leave.
2. Employees may be required to give the College documentation of the reasons for such absence. If there is a verification requirement, the employee will be advised within three (3) days of returning to work of the requirement. Failure to comply with this provision will result in the withholding of pay for such leave days. If administration sees a pattern of absences, they may put the employee on notice that physician certification is required for further absences.
3. Employees absent because of disability caused by personal illness or injury may be required by the Director of Human Resources to report for examination by health care providers of the College's choice.
4. Accumulated sick leave time ends upon severance or suspension of employment except when a leave of absence is granted.

E. **JURY DUTY**

In the event an employee is summoned for jury duty, or is under the process of any court for the purpose of being a witness in a legal case, a special leave of absence with pay shall be granted for that purpose, provided such employee provides the immediate supervisor the court order, or subpoena upon receipt thereof. The employee shall be expected to be at work during regular working hours when not required to be absent because of the court proceedings. A second and third shift employee shall, however, have their work hours reduced by the amount equal to the hours served as a juror or witness during non-working hours. Whether this shall occur at the beginning or end of the employee's shift shall be at the discretion of the immediate supervisor. Payment received from the court for jury duty services (excluding expenses for mileage, parking, and/or meals with proper receipts) shall be remitted to the Human Resource Department.

ARTICLE X

LEAVES OF ABSENCE

A. LEAVES UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. Eligibility: Requests for leaves of absence under the Family and Medical Leave Act (FMLA) will be administered as required by federal law and consistent with the College's policy.
 - a. Employees who have completed twelve (12) months of service and who have worked a minimum of one thousand two hundred fifty (1,250) hours are eligible for a FMLA leave.
 - b. The employer shall grant up to twelve (12) weeks of job-protected FMLA leave for eligible employees under the current federal law. Current federal law allows leave for the following reasons:
 1. Incapacity due to pregnancy, prenatal medical care or child birth
 2. To care for the employee's child after birth, or placement for adoption or foster care
 3. To care for the employee's spouse (*as defined by federal guidelines*), son, daughter or parent, who has a serious health condition
 4. A serious health condition that makes the employee unable to perform the employee's job
 5. Qualifying exigency leave for military service

6. Military caregiver leave to care for an injured or ill service member or veteran

2. Use of Paid Leave Benefits: When the employee's FMLA leave is for the employee's serious health condition or illness, available sick leave days must be used before any compensatory time, vacation time, or personal business time is used. When the employee's leave is for other reasons, (family illness, adoption) the following accrued time may be used as follows:
 - a. An employee must use sick leave per Article IX, Section B.
 - b. An employee may use compensatory time.
 - c. An employee may use vacation time.
 - d. An employee may use personal business time.

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

3. Calculation of Leave Period: The College will measure the twelve (12) month period as a fixed twelve (12) month period measured at the beginning of each fiscal year (July 1st - June 30th) each time an employee uses any leave under this policy.
4. Notice: Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for leave.
5. Certification Requirements: Employees must meet certification requirements under FMLA. The College may seek review of FMLA requests pursuant to employer rights under FMLA. Human Resources may request documentation after an employee misses three (3) consecutive days to determine whether an absence is potentially FMLA-qualifying.
6. Definition of "Child": For the purpose of the FMLA, "child" includes any individual under eighteen (18) years old for whom the employee serves in loco parentis; a child over eighteen (18) years old who is incapable of self-care because of a physical or mental disability; or a biological, adopted, or foster child.
7. Return from FMLA: Upon return from FMLA within the twelve (12) week period, the employee shall be reinstated to the position held immediately before the leave began or to an equivalent position.
8. Absences beyond twelve (12) weeks for Personal Illness or Injury: If an employee remains disabled beyond the twelve (12) week FMLA period, an

extended medical leave will be granted if medical certification of the disability is provided to the Human Resources Generalist.

- a. After twelve (12) weeks and up to eighteen (18) months, (calculated from the start of the FMLA qualifying absence) and in the event the position the employee held immediately before the leave began is no longer available, an employee will be returned to a position that becomes available if the employee is determined to be qualified for the vacancy. (The College is not obligated to hold the employee's former position beyond twelve (12) weeks.)
 - b. After eighteen (18) months, if an employee has not been placed in a vacant position, the employee shall be considered an external applicant.
9. Continuation of Benefits: Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who does not return at the end of the FMLA, or extended paid medical leave, will be required to reimburse the Board for the medical, dental, and vision expenses/premiums incurred as specified by law.

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

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

B. OTHER LEAVES (NON-FMLA)

1. General

- a. At the discretion of the College, employees may be granted a leave of absence without pay for purposes other than those included in the Family and Medical Leave Act.
- b. Requests for leave without pay shall be in writing, signed by the employee and the immediate supervisor and shall state the reasons for the leave. Approval or disapproval shall be given to the employee, in writing, by the Executive Director of Human Resources.

- c. With no agreement between the Executive Director of Human Resources and the employee to the contrary, an employee on leave shall have the following reinstatement rights: If fiscal resources and organizational structure permit, upon the expiration of an approved leave of twelve (12) weeks or less, unless otherwise required by law, they shall be returned to the first available position for which they are qualified within the bargaining unit. After one (1) year from the expiration of any unpaid leave, the College has no obligation to reinstate the employee.
- d. Health insurance will remain in place until the end of the month in which the leave begins.
- e. No leaves shall be granted for other employment.

2. Military Service

A leave of absence shall be granted through the Human Resources Office to any employee who is inducted or enlists in any branch of the Uniformed Services of the United States and will be granted a leave without pay for the period of military service, in accordance with applicable federal and state laws. The day of the Selective Service physical examination will be with pay.

Upon the expiration of the approved leave of absence, the employee will be responsible to submit a written request to the Director of Human Resources for reemployment and it must be accomplished within the time limits as outlined by law. To be reemployed, the employee must be competent to perform their required duties, have been honorably discharged from military service and report to work on a timely basis as outlined by federal and state laws. In addition, it is the responsibility of the employee to submit to the Director of Human Resources, or its designee, the official documents to support the above honorable discharge and the duration of military service. The employer is obligated to restore the individual to their former position or to a position of like seniority, status, and pay. The employee shall receive full credit on the salary schedule for the time served, provided the employee has met the above reemployment criteria.

If an employee is a reservist or member of the National Guard, they are granted time off with pay for required military training. Upon completion of military training, an employee will be guaranteed their former position or a comparable position, one which includes the same shift and pay step. The employee will continue to accrue seniority and longevity while engaged in a military assignment. Eligibility for reinstatement after military assignment is determined in accordance with applicable federal and state laws.

3. Adoption/Foster Care Leave

- a. The College shall grant a leave without pay, not to exceed six (6) months, to any employee who is to be absent from their position for the purpose of caring for a child who is placed in their residence or may be placed as a newborn, adopted, or is placed in the employee's legal custody by a court of competent jurisdiction.
- b. Any employee placed on such leave shall not be employed elsewhere during the period covered by the leave. If so employed, the leave is void and, therefore, canceled.
- c. The employee will be returned to the position the employee occupied prior to the beginning of the leave or to an approximate equivalent position.

4. Other Leaves

The College may grant leave with pay for other purposes.

C. **CONTINUATION OF BENEFITS**

1. Family Medical Leaves (FMLA) Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who does not return at the end of the FMLA, or extended paid medical leave, will be required to reimburse the College for medical, dental, and vision expenses/premiums incurred except as required by law.
2. Non-FMLA Leaves – Medical, dental, and vision benefits remain in place until the end of the month in which an employee starts the official unpaid leave of absence except if contrary to the provisions of the applicable outside insurance carrier, Employees will be offered the opportunity to continue benefits according to the federal COBRA laws.
3. Employees who become disabled outside of College employment must use their sick leave and may use earned vacation days. All benefits remain in place until the end of the month following the exhaustion of all paid time (i.e. sick leave and vacation). After benefits terminate, the employee may, at the employee's expense, continue hospital/medical coverage and/or dental and vision coverage according to the federal COBRA laws.

ARTICLE XI

JOB RELATED INFORMATION

A. DEFINITIONS

1. The word "seniority" means continuous service with the Grand Rapids Public Schools and Grand Rapids Community College in a position(s) represented by the GRCCEBA bargaining agent.
2. "Department seniority" means continuous employment service in a specific department of the Grand Rapids Public Schools and Grand Rapids Community College represented by the GRCCEBA Association (see Article II, section A).
3. The word "layoff" means reduction in the workforce for any reason with reemployment rights.
4. The word "discharge" means severance of employment with no reemployment rights.

B. SENIORITY

1. There shall be a seniority list for each of the departments establishing the length of service that the employee has been employed in the department.
2. Officers and Stewards - For layoff purposes, officers and stewards of the Association shall assume top seniority, unless removed pursuant to other sections of the Agreement, in their departments while holding office. The total number of officers and stewards shall not exceed nine (9).
3. Seniority shall be lost if:
 - a. the employee quits, retires or is discharged;
 - b. the employee is absent for ten (10) working days after a leave expires;
 - c. the employee is laid off for more than twelve (12) months or does not return when they are recalled from layoff within ten (10) working days. It is the employee's responsibility to notify the College of a correct address for purposes of mailing recall notices.
 - d. The employee is transferred to a position outside the collective bargaining unit, unless the employee returns to such a unit, then their former seniority shall be reinstated.
4. The College shall give written notice to the Association secretary of the positions available and the rate of pay for the same as soon as the positions are known to the College.

5. Students, summer employees, subcontractors and/or other temporary help shall not displace employees from employment who are covered by this Agreement.
 - a. In the event that an adequate number of employees are not available to work overtime, after the College has provided an equal opportunity to GRCCEBA employees (through the rotation list), the College shall have the right to subcontract custodial services. This shall apply only for outside special events at the Ford Field House.

C. LAYOFF AND RECALL PROCEDURE

1. If layoff occurs for any reason and probationary employees are employed in those departments where layoffs shall occur, they shall be the first to be laid off. The College shall not be required to recall any probationary employee who was laid off.
2. If layoffs are required, employees shall be laid off according to the inverse order of seniority in that department, provided that the College is not required to keep any employee at a position for which they are not qualified. In the event of a layoff in a department, the employees laid off shall have the right to assert seniority in any department and/or position covered under this bargaining agreement, for which they are qualified and for which there are employees with less seniority.
3. When the work force is increased following a layoff, employees laid off as described above shall be recalled in the inverse order of layoff, provided that the College is not required to recall any employee to a position for which they are not qualified.
4. Employees to be laid off shall be notified, in writing of any layoff a minimum of thirty (30) working days before the layoff begins.

D. DISCIPLINARY ACTION

1. For each new employee, the first six (6) months of employment are a probationary period. During this period, the employee may be discharged by the College for any reason at any time.
2. The President or designee may discipline any other employee for failure to properly perform the duties of their assignment or position and/or misconduct constituting just cause leading up to and including discharge.
3. At the time of administering disciplinary action, in writing, or suspension without pay, or dismissal from employment, the affected employee shall be advised of their right to have an Association representative present at the time of such action and an Association representative shall be present if the

employee requests the same. It is the affected employee's responsibility to secure their own union representation within three (3) business days of notification by Human Resources.

4. In the event an employee is absent for more than three (3) working days, without official leave of absence, such absence shall constitute just cause for termination. The affected employee may be sent termination notification by certified mail at the last known employee address.

The employee shall have two (2) working days to respond to such notification and attempt to justify their absence. The College, at its discretion, may accept the justification or discipline and/or terminate the employee.

E. VACANT OR NEW POSITIONS

1. All employees who are interested in promotion and/or transfer may, at any time, submit their request, on the forms provided by Human Resources who will review the application each time a position becomes vacant. A copy of the up-to-date list shall be made available to the Association president upon their request. The transfer request is valid for one (1) year from the date of application.
2. The request for transfer only puts the administration on notice of an employee's interest in a particular position. The employee must also file an application for the position if it is posted. When other factors such as experience and seniority are comparable, a strong showing of interest demonstrated by the request for a transfer may be a consideration.
3. The College will maintain an ongoing status report regarding CEBA position vacancies. This report will be made available to CEBA leadership on an ongoing basis.
4. If a CEBA position is going to be filled, the position will be submitted to leadership for approval within fourteen (14) working days from the first day the position is vacant.
5. If a CEBA position is going to be filled, the position will be posted internally, through Human Resources, within twenty (20) working days from the first day the position is vacant.
6. The College shall notify the employees by email of newly created or vacant positions. CEBA employees shall have five (5) working days after notice is given to apply for the internally posted position.

7. To be considered for an interview, an employee must be removed from probation and not currently be subject to disciplinary action based on job performance.
8. Interviews will be conducted per the Evidence Based Selection Process established by Human Resources, and will include one (1) appropriate CEBA representative.
9. When the skills and abilities of the applicants are equal, the applicant with the longest period of service within the department will be appointed to fill such vacancy. Employees who did not receive a position for which they applied will receive notification of this. An employee may request a meeting with the appropriate individuals to discuss why they were not selected for a position and to discuss improvements they can make to their current job performance which may help in a successful bid for another opening.
10. The College shall attempt, whenever possible, to fill any vacancies with existing employees prior to hiring persons outside the employment of the College.

F. PROBATIONARY PERIOD

For each new employee, the first six (6) months of employment are a probationary period. During this period, the employee may be discharged by the College for any reason at any time.

G. TRANSFERS

1. Each employee who moves into a new classification is on probation for the first six (6) months in that classification. If the employee is unsatisfactory or not qualified, they will be returned to previous job status providing a vacancy exists or to a position which they are capable of performing.
2. Each employee who moves into a promotional (higher rate of pay) position within a department shall be on probation not to exceed ninety (90) days. If, during this probationary period, the employee is judged unsatisfactory by the administration or at the employee's request, the employee will be returned to their previous job status and shift or one approximately equivalent.

H. CLASSIFICATION UPON TRANSFER (Custodians)

If an employee classified as a Custodian II applies for and is selected to voluntarily transfer into a Custodian I position, the employee's classification and step placement shall not be reduced as a result of the transfer. However, if the

employee is moving from a second or third shift position to a first shift position, the employee is no longer eligible for shift premium pay.

I. VOLUNTARY INTERNAL TRANSFERS

If an employee applies for and receives an internal transfer, the employee will not be considered for other Association positions that are posted for six (6) months from the date of the transfer.

ARTICLE XII

HOURS OF WORK

A. WORK SCHEDULES

1. Individual work schedules or changes to an employee's shift, work days and hours shall be furnished to each employee by their supervisor.

Day (1st Shift) assignments will begin between these hours as follows:

Maintenance: 5:00 a.m. - 9:00 a.m.

Operations: 5:00 a.m. - 9:00 a.m.

Evening (2nd Shift) assignments will begin between these hours as follows:

2:00 p.m. - 5:00 p.m.

Night (3rd Shift) assignments will begin between these hours as follows:

9:00 p.m. - 11:00 p.m.

2. Each employee shall be prepared to begin work at the time scheduled.
3. Each employee working over four (4) hours per day shall receive one-half (1/2) hour of non-paid uninterrupted lunch period. Each employee may take their lunch period away from the work site.
4. All hours worked within a shift shall be continuous except for the lunch period, which shall not exceed one (1) hour.

B. NORMAL WORK WEEK AND ASSIGNMENT

1. The normal full-time workweek and assignment (including part-time employees) shall consist of five (5) workdays beginning with Monday through Sunday.

2. Each individual employee shall have a regular work assignment which shall include specific start and end times (no floating or flexible hours), days of the week and shift designation.
3. No currently filled position or new position once filled shall be altered as to start and end times, days of the week or shift designation except as provided in #4 below. No position shall be eliminated nor any employee be laid off or terminated to accommodate the creation of new positions having different start and end times, days of the week or shift designation.
4. If it is desired to change a currently filled position, the following conditions shall apply:
 - a. No change shall occur or non-normal workweek established unless there is mutual agreement between the Administration and the employee.
 - b. The Association representatives, the Administration and the employee involved shall be present to discuss the change of position or the non-normal work week position.
 - c. The agreement shall be signed by all present. Copies will be given to all present and the original documents shall be kept on file in the Personnel Department.
 - d. The prohibition on floating or flexible hours will not preclude changes under this provision.
5. If it is desired to make a change to the normal work assignment for a currently filled position in GRCC ePrint, the following conditions shall apply:
 - a. Representatives of the College and Association shall meet to discuss the change.
 - b. There must be agreement that there is a justifiable reason for the change due to customer service requirements or other relevant circumstances.
 - c. If no employee(s) desire to work the new schedule, employees will rotate on these added schedules in two (2) week intervals. Selection of the two (2) week intervals to be worked will be by seniority with the most senior employee having first choice.
 - d. A copy of the new work assignment will be provided to the employee(s) as provided for above.

C. REST PERIOD

Each employee assigned to work four (4) hours or multiples thereof shall be provided a fifteen (15) minute rest period during each one-half (1/2) shift. Whenever practicable, the rest period shall be scheduled at the middle of each such period. Rest periods shall be taken on the work site unless the employee is in transit between work sites.

D. CLEANUP

At the close of the workday, equipment and tool cleanup shall be scheduled to be finished at the final quitting time. Prior to lunch and quitting time, five (5) minutes will be allowed for personal wash-up and/or changing of clothing.

E. TIME AWAY FROM THE JOB

Personal time away from the job (personal business) shall take place only if prior approval is received from the employee's immediate supervisor.

ARTICLE XIII

MISCELLANEOUS

A. TUITION WAIVER FOR GRCC CLASSES

1. GRCC Classes: Tuition Waiver for Grand Rapids Community College Tuition for Employee, Employee's Spouse and Eligible Children
 - a. Full-time (employed at least thirty two and one-half (32.5) hours a week) and part-time employees (twenty (20) hours and above) shall be eligible after six (6) months of the College employee's continuous employment prior to the beginning of the semester. Part time employees working less than twenty (20) hours per week are eligible for tuition waiver for four (4) contact hours per semester for the employee only.
 - b. Employee, employee's spouse or dependent children (unmarried: children, stepchildren or foster children up to the age of twenty four (24) may receive waiver for tuition and fees according to the guidelines that follow.
 - c. Spouses or dependent children of part-time employees may receive a prorated waiver based on the College employee's work schedule.
 - d. Employees on unpaid leave of absence shall not qualify for any of the benefits under this provision. Notwithstanding the foregoing,

employees who are on LTD may receive this benefit for their eligible spouse and eligible children for up to one (1) year during the time in which the employee is continuing to receive their health insurance provided by the College per Article VII.C.2.

- e. Tuition and fees will be waived for the first twelve (12) contact hours, regardless of any other available sources of financial aid.
- f. Employee's course work may not interfere with the employee's assignment.
- g. Tuition waiver for each full-time employee, spouse and eligible child shall not exceed twelve (12) contact hours and related fees (regardless of residency) at Grand Rapids Community College per semester (Fall, Winter and Summer). The tuition waiver may be used for non-credit courses at GRCC if they lead to national certification. The waiver benefit will be equated to dollars based on a calculation of twelve (12) contact hours at the resident rate, and related fees. The tuition waiver cannot be applied to non-credit courses taken for personal interest, CEU and employer specific training. Tuition waiver does not include books and the employee will be responsible for covering these costs. Part-time employees will have a prorated tuition waiver based on the number of hours worked per week during the College's fiscal year.
- h. In cases where an employee and spouse both are employed with GRCC in full time Meet & Confer, APSS, Campus Police or CEBA employee groups, their dependents will be allowed a maximum of twenty four (24) contact hours per semester.

In cases where a CEBA employee's spouse is faculty or adjunct faculty, dependent tuition waiver will be in addition to any benefits the spouse is entitled to receive under the provisions of the faculty collective bargaining agreement.

B. TUITION REIMBURSEMENT

All employees who have successfully completed their probationary period upon employment with GRCC are eligible. Part time employees working at least forty (40) hours per pay period qualify for GRCC courses only. (This benefit is not prorated.)

- 1. For Non-GRCC Classes: If eligible, an employee may take courses at other institutions and have the cost of tuition reimbursed at not more than three hundred dollars (\$300) per credit hour, with a maximum of twelve (12) earned credit hours per year.

Tuition reimbursement for the non-GRCC classes must meet the following requirements:

- a. The student must receive a passing grade and/or successful completion in the course.
- b. Course work may not interfere with a GRCC CEBA member's work assignment (exceptions must be approved in writing, in advance by the President of the College or designee.)
- c. A Tuition Benefit Form or other course approval application must be submitted in accordance with the instructions outlined on the Finance and Administration website.
- d. Within thirty (30) days of completion of an approved course, the employee shall resubmit the Tuition Benefit Form along with a copy of the grade slip and tuition receipt, in accordance with the instructions outlined on the Finance and Administration website. Financial Services shall process payments according to established procedures.
- e. The GRCC CEBA member must be actively employed at the college when the request for reimbursement is submitted by the employee/spouse and/or dependent, (actively employed means in a paid status.)
- f. Employees on unpaid leave of absence shall not qualify for tuition reimbursement.

C. AGREEMENT COPIES

This Agreement is available on the Office of General Counsel and Human Resources websites.

D. AUTOMOBILE VANDALISM AND/OR THEFT

Employees shall be reimbursed for the damage to the employee's automobile because of vandalism or theft at the rate up to one hundred dollars (\$100) on the first claim within each fiscal year, and total payment on the second or subsequent claim within the same fiscal year, subject to the following conditions:

1. Such loss occurs during the time the employee is acting in the line of duty and the automobile is parked in the designated parking area as assigned by the appropriate College administrator. This provision does not cover auto accidents which occur in designated College parking areas.
2. The items damaged or stolen are attachments to and are regular accessories of the automobile. Personal hand tools when stolen from a personal vehicle while the employee is acting in the line of duty shall be

replaced at a value not to exceed one hundred fifty dollars (\$150). NOTE: tapes, CDs and add-on equipment systems are not considered to be a regular accessory.

3. In the case of damage or theft to the inside of the automobile the automobile windows were closed and the doors were locked.
4. The damage/loss was reported to GRCC Police and the employee's immediate supervisor, in writing, within two (2) working days after the discovery of the same.
5. Regarding physical damage, at least two (2) estimates from reputable local businesses shall be submitted with the claim.
6. The employee shall fill out and sign the "Automobile Vandalism Report" in its entirety. These forms are available at the GRCC Police Office.

E. RETIREMENT BENEFIT

1. Eligibility: The College is part of the Michigan Public Schools Retirement System, (MPSERS). All employees are immediately eligible to be in this program. The College's contribution rate is determined annually by MPSERS. Employee contributions are determined by the plan. Enrollment forms are completed upon hire. Contact Payroll with any questions.
2. Payout of Benefits: Each employee who has reached the age and service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Community College shall receive, upon retirement, the amount of forty five dollars (\$45) per day for each accumulated sick leave day(s) or fifty dollars (\$50) per year of service, whichever is greater.
3. Special Pay Plan: Benefits payable at the time of retirement (accumulated vacation and sick time) will be paid through a tax-deferred account that has been established by the Board.

F. JOINT CONFERENCING COMMITTEE

The Association and the College agree to use joint conferencing between the Administration and the Association, to be held as needed. The agenda items will be mutually agreed upon by both parties. If these agenda items result in mutual agreement to amend the contract, such amendments will be reduced to writing and signed by both parties, subject to ratification by the Association membership.

G. PROFESSIONAL DEVELOPMENT

Employees shall be provided professional development opportunities on paid time with prior approval of immediate supervisor. Administration recognizes the need to provide training as appropriate on new equipment and/or processes.

ARTICLE XIV

STRIKES AND PENALTIES

A. NO STRIKE

The Association nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from their position, or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

B. EMPLOYEE PENALTY

Willful violation of this Agreement and/or Article by any employee or group of employees will constitute just cause for discharge and/or imposition of discipline or penalties.

C. ASSOCIATION PENALTY

In the event of a violation of this Article by the Association, the College shall have the right to seek injunction relief and damages against the Association.

**ARTICLE
XV**

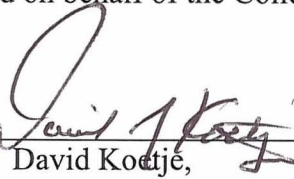
DURATION

This Agreement shall be effective on July 1, 2021 and shall remain in effect until June 30, 2024.


Renegotiation of the Agreement for a future period of time shall commence by giving written notice to the other party on or before April 1, 2024.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.


For and on behalf of the College

By  _____
David Kodtje,
Chairperson, Board of Trustees


By  _____
Bill Pink, President

By  _____
Kathy Keating,
Chief Negotiator *by Jennifer Kelly*

For and on behalf of the Association

By  _____
Thomas Vos, President

By  _____
Michael Helsel, Chief Negotiator

By  _____
Negotiation Team Member

APPENDIX A

Memo of Understanding
Between
Grand Rapids Community College (GRCC)
And
College Employees Benefits Association (CEBA)

July, 2015

July 20, 2015

Grand Rapids Community College (GRCC) and the College Employees Benefit Association (CEBA) mutually agree to the following:

Name	Position	Notes	Continue	Eliminate	Change	Grandfathered amount
Hayden Butcher	Lead Person	Lead person and group leader merged into lower rate			Group Leader	.24/hr
Gary Carpenter	Locksmith		✓			
Wesley Casarez	Master			✓		.53/hr
Martin DeVries	Master			✓		.53/hr
Martin DeVries	Licensed Plumber		✓			
Neil McGladdery	Group Leader		✓			
Jimmy Orzechowski	Lead Person	Still eligible for temp pool maintenance		✓		.85/hr
Jimmy Orzechowski	Licensed Boiler		✓		Quarterly stipend	
Oene Pomper	Master			✓		.53/hr
Oene Pomper	Group Leader		✓			
Steve Schueller	Master			✓		.53/hr
Jeff Smoes	Landscaper			✓		.48/hr
Jeff Smoes	Group Leader	Already on a "leader" pay schedule		✓		.61

Jimmy Taylor	Master			✓		.53/hr
Bruce Walski	Master			✓		.53/hr

Notes:

- Tom Vos continues to be eligible for Hazardous Material temp pay and Lead Person temp pay.


CEBA Representative

7-20-15

date


GRCC

July 20, 2015

date

APPENDIX B

Vacation Donation Bank

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

1. A bargaining unit member has a serious, long term illness or injury (FMLA qualifying), and the bargaining unit member has exhausted all paid sick time and vacation days,

OR

2. A bargaining unit member has an immediate family member, also employed by the college, who has a serious long term illness or injury (FMLA qualifying) and the family member has exhausted all paid sick time and Vacation days.

Donations will only be accepted to fulfill the FMLA period of twelve (12) weeks. In the event of a maternity leave, donations will only be accepted through the doctor's certified period of disability. Donated vacation days will be applied to the recipient in the order donated.

Donations that go beyond the FMLA disability period will be returned. Benefits for a recipient of donated vacation days will continue per the FMLA policy. In event an employee does not return from FMLA. Repayment of benefits will be in accordance with FMLA policy.

To donate time, members must complete and sign a Vacation Bank Transfer Request form. Forms are available from the Human Resources representative. The completed and signed form will be submitted to the Payroll Department for processing.

Additional issues of Administration will be determined in the Joint Conference Committee prior to Implementation.

APPENDIX C

Holiday Shutdown Schedule

For the years 2021-2024, GRCC will implement a Holiday Shutdown for the non- holiday days between Christmas and New Years (referred to as "Shutdown Days")

To be eligible for the holiday shutdown, employees must be required to work during the scheduled shutdown period as part of their regular work week/year.

	2021/2022	2022/2023	2023/2024
Holiday shutdown period begins: Christmas Eve:	12/24/2021	12/23/2022	12/26/2023
Christmas Day	12/23/2021	12/26/2022	12/25/2023
Shutdown day	12/27/2021	12/27/2022	12/27/2023
Shutdown day	12/28/2021	12/28/2022	12/28/2023
Shutdown day	12/29/2021	12/29/2022	12/29/2023
New Years Eve: ½ holiday and ½ variable holiday	12/31/2021	12/30/2022	1/2/2024
New Years Day	12/30/2021	1/2/2023	1/1/2024
Holiday shutdown ends. Return to work	1/3/2022	1/3/2023	1/3/2024

Employees working during shutdown period:

1. List:

Employees who may be required to work during the holiday shutdown will be identified on a list submitted to the respective Vice President, and each employee on the list will be notified.

2. Holiday Shutdown time off:

Employees will receive one (1) hour of compensatory time off, in lieu of shutdown time off, for each hour they work during the Holiday shutdown, regardless of whether the work is performed on their regular shift, or off of their regular shift on a non-emergency or emergency basis.

3. Compensation for time worked during Holiday Shutdown:

Compensatory time off at the rates listed below may be substituted for pay, at the employees' option:

- a. Regular shift: straight time (regular rate of pay)

- b. Off shift, non-emergency: one and one-half (1 ½) times the regular rate of pay
- c. Emergency: Pay per the emergency provisions of the contract

APPENDIX D

Memo of Understanding
Between
Grand Rapids Community College (GRCC)
And
College Employees Benefits Association (CEBA)
May 2015

Grand Rapids Community College (GRCC) and the College Employees Benefit Association (CEBA) mutually agree to the following:

1. GRCC will have the ability to use contracted employees to perform cleaning of parking ramps (any shift) and 3rd shift cleaning for the duration of the current contract.
2. This agreement will not displace any current CEBA employee.
3. Any new 1st and 2nd shift custodial and/or skilled trades positions (excluding positions responsible solely for cleaning parking ramps) will be represented by CEBA. Position postings will be internal first.



CEBA Representative

5-15-15

date



GRCC

5-15-15

date

Items 4 and 5 below are hereby added to the Contracted Services MOU dated May 15, 2015 and identified as Appendix D (above).

4. GRCC will have the ability to use contracted employees to perform third shift cleaning at the GRCC Lakeshore campus for the duration of the contract.
5. It is not the intent of the College to extend outsourcing of cleaning at the Kent County Campuses beyond the work that has been outsourced during the 2018-2021 contract.