

**MASTER AGREEMENT**

**BETWEEN**

**WEST SHORE COMMUNITY COLLEGE**

**AND**

**WEST SHORE COMMUNITY COLLEGE  
EDUCATIONAL SUPPORT PERSONNEL**

**Effective: July 1, 2017 through June 30, 2020**

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**PREAMBLE**

The West Shore Community College Educational Support Personnel Association and the West Shore Community College Administration have committed themselves to using Mutual Gains Bargaining (MGB) principles for the purpose of contract negotiations.

**AGREEMENT**

This Agreement was entered into this 30th. day of June, 2017 between West Shore Community College (hereinafter referred to as the "College") and West Shore Community College Educational Support Personnel Association (hereinafter referred to as the "ESP.")

**ARTICLE 1 - PURPOSE AND INTENT**

- 1.1** This Agreement is negotiated pursuant to the Public Employment Relations Act (PERA), Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the ESP herein defined.
- 1.2** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the College, the employees, the ESP, and the West Shore Community College District.
- 1.3** Success in establishing proper service to the West Shore Community College district is the primary interest of the College and the ESP.
- 1.4** The parties agree that their undertakings in this agreement are mutual. Any previously established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.

**ARTICLE 2 - RECOGNITION**

- 2.1** The college recognizes the ESP as the exclusive bargaining representative for all full-time and part-time hourly employees of the College as listed in Appendix B.

### **ARTICLE 3 - MEMBERSHIP**

- 3.1** The parties recognize the right of each employee to participate or not to participate in ESP activities. The parties will not interfere with the rights of any employee to become a member of the ESP or pay a service fee to the ESP. The parties will not discriminate, interfere with, restrain, or coerce any employee in their free choice.
- 3.2** Students and government-sponsored persons employed by the College shall be exempt from all provisions of this contract but shall not be used to replace or displace covered employees, except when an auxiliary enterprise is operating at a loss, or under the provisions of Article 10.8.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1** The conduct of school administration, management and operation of its properties and facilities, and the direction of its working force are vested exclusively in the College. All functions, powers and authority, which the College has not specifically abridged or modified, by this Agreement, are retained by the College.
- 4.2** Except as otherwise restricted or modified by this Agreement, the foregoing functions are recognized to include, by way of illustration, but are not limited to:
- the right to hire, schedule, promote, transfer, layoff;
  - suspend, discipline, and discharge employees for just cause;
  - to establish and maintain reasonable rules and regulations covering the operation of the College and to determine penalties for violations thereof;
  - to make judgments as to ability and skill;
  - to determine work loads;
  - to subcontract such portions of the work as the College deems to be in its best interest, provided however, the right to subcontract will not be used for the purpose of discriminating against the ESP or any of its members;
  - to change or introduce new or improved methods or means of operation and facilities;
  - to maintain order and efficiency;
  - the full and exclusive control of the Management of the College;
  - the supervision of all operations;
  - methods, processes and means of performing any and all work;
  - the control of property and the composition, assignment, direction, and determination of the size of its working forces;
  - and in all respects to carry out the usual and customary functions of management.

- 4.3** Management will use every effort to include affected employee(s) in any decision involving scheduling, transferring, or subcontracting. Any scheduling, transferring, or subcontracting not mutually agreed upon by the affected employee(s) and the supervisor shall involve consultation with the ESP MGB Team. After consultation, final authority regarding scheduling, transferring, or subcontracting rests with management.

#### **ARTICLE 5 - ESP RIGHTS**

- 5.1** The ESP shall have the right to use College buildings on a space available basis according to college procedure.
- 5.2** The ESP, upon written request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the College Board of Trustees. Other information which will assist in the processing of a grievance will be furnished upon written request by the ESP, when such information is legally the privilege of the ESP and relevant to specifically identified issues. Costs for providing said information shall be limited to duplicating expenses and direct personnel costs.

#### **ARTICLE 6 - ESP MEMBER RIGHTS**

- 6.1** The College undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any ESP member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the constitutions of Michigan and the United States of America; that it will not discriminate against any ESP member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the ESP; his/her participation in any activities of the ESP or collective negotiations with the employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- 6.2** The ESP members shall be entitled to full rights of citizenship and no religious or political activities of any ESP member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such ESP member. The private life of any ESP member is not within the appropriate concern of the employer unless it directly relates to the job qualifications or job performance of the employee.

## **ARTICLE 7 - ESP REPRESENTATION**

- 7.1** The ESP shall be represented for purposes of collective bargaining and the grievance procedure by a mutually agreed upon number of representatives.
- 7.2** In the absence of an established representative, the ESP Team Leader may appoint alternate representative(s) to represent the ESP.
- 7.3** ESP representatives, during the collective bargaining sessions and as permitted by the grievance procedure incorporated in this Agreement, shall suffer no loss of time or pay if these sessions occur during their regularly scheduled work hours, provided the time spent is a reasonable amount and provided they have obtained prior permission from their supervisor. Such permission shall only be withheld for emergency or extenuating circumstances. No other ESP business shall be conducted during working hours except as permitted elsewhere in this Agreement.
- 7.4** The ESP shall provide the College President and the Human Resources Department with a current list which will include the ESP Team Leader and up to seven (7) representatives.

## **ARTICLE 8 - PROBATIONARY EMPLOYEES**

- 8.1** New employees, full or part-time, shall be considered probationary employees for the first ninety (90) calendar days of their employment and will start at the probationary rate as detailed in the instructions of the compensation model. The purpose of the probationary period is to provide an opportunity for the College to determine whether the employee has the ability and other attributes, which will qualify them for regular employee status. During the probationary period, the employee may be laid off or terminated for any reason at the sole discretion of the College, without recourse to the grievance procedure. An extension of up to 90 days may be granted by mutual agreement of the College and ESP. Terms of the extension will be stated explicitly.
- 8.2** The probationary employee shall be evaluated, in writing, between the first forty (40) and fifty (50) days, and a written follow-up shall occur between the seventy-fifth (75th) and the eightieth (80th) days of employment. If an extension to the probationary period is granted, there will be one evaluation prior to the end of the extension. If the probationary employee receives an overall rating of "unsatisfactory", The Director of Human Resources, or designee, shall notify the ESP Team Leader or representative within five (5) working days from the dates the appraisal and/or written follow-up are received by the Director of Human Resources. If an extension to the probationary period is granted, there will be one appraisal prior to the end of the extension.

- 8.3** Any probationary employee working less than 910 hours (not benefits-eligible) shall receive one appraisal between the first sixty (60) and seventy (70) days of employment. If the probationary employee receives an overall rating of “unsatisfactory”, the Director of Human Resources, or designee, shall notify the ESP Team Leader or representative within five (5) working days from the date the appraisal and/or written follow-up is received by the Director of Human Resources. If an extension to the probationary period is granted, there will be one appraisal prior to the end of the extension.
- 8.4** If a probationary employee is laid off or terminated and is recalled or re-employed within three (3) months from the date of layoff or termination, they shall have seniority from their first date of hire.

#### **ARTICLE 9 - SENIORITY**

- 9.1** Seniority shall be defined as the length of service within the College as a full-time or part-time member of the ESP. Probationary ESP members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. In the event that more than one individual ESP member has the same starting date of work, position on the seniority list shall be determined by drawing lots when hired.
- 9.2** Part-time ESP members shall accrue seniority on a pro-rata basis.
- 9.3** The College shall prepare and annually maintain the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the ESP Team Leader.
- 9.4** An employee shall lose seniority for the following reasons:
1. Voluntary resignation.
  2. Involuntary termination.
  3. Failure to return to work when recalled from layoff in accordance with the recall procedure.
  4. Failure to return to work in accordance with the terms of a leave of absence.



## **ARTICLE 10 - VACANCIES, TRANSFERS, AND PROMOTIONS**

**10.1** All vacancies shall be emailed to all ESP members and will remain open for a minimum of seven (7) workdays. Said vacancy shall contain the following information:

1. Application deadline.
2. Copy of position profile.

Qualified ESP members who apply shall be interviewed along with applicants from outside the ESP. A good faith effort will be made by the College to fill a vacant position in as timely a manner as possible.

**10.2** Interested ESP members may apply in writing to the Human Resources Office within the vacancy period. The college may consider seniority within the unit if the qualifications of two (2) employees are equal.

**10.3** In the event of promotion in or transfer from one classification to another, the ESP member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The College shall give the promoted or transferred ESP member reasonable assistance to enable him/her to perform up to the College's standards on the new job. If the ESP member is unable to perform the work required during the trial period or at the option of the affected ESP member, the ESP member shall be returned to his/her previous assignment.

**10.4** If an employee is transferred to a position outside the ESP and, thereafter, within six (6) months is transferred back to a position within the ESP, seniority shall accumulate while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

**10.5** ESP members shall not be placed on a lower column of the compensation model due to involuntary transfers.

**10.6** The parties agree that involuntary transfers of ESP members are to be effected only for reasonable and just cause.

**10.7** The College may temporarily fill, for a period not to exceed ninety (90) working days, new job classifications and vacancies, in any manner, which it may deem necessary, until such openings are filled, pursuant to the provisions of this Article. This time frame may, due to extenuating circumstances, be extended upon mutual agreement of the parties.

**10.8** Any ESP member, who temporarily assumes the duties of another ESP member for fifteen (15) or more consecutive working days, will be paid the regular rate of pay for those duties retroactive to the first date of assuming those duties. An ESP member's pay rate shall not be reduced as the result of any temporary change in duties.

When an ESP member agrees to fill an Administrative position on an interim basis, the ESP member will retain the right to transfer back into their previous ESP position when the interim assignment is complete. Seniority shall accumulate while working in the interim position. Salary will be negotiable.

**10.9** The need for temporary ESP positions shall be communicated, in writing, to the ESP Team Leader.

#### **ARTICLE 11 - LAYOFF AND RECALL**

**11.1** Layoff shall be defined as a reduction in the work force beyond normal attrition due to a decrease of work, funding, or for other reasons beyond the control of the College.

**11.2** Employees to be laid off for an indefinite period will be given at least thirty-(30) calendar days' notice of the layoff, except where a layoff is due to an emergency or to conditions beyond the control of the College. The College shall provide the ESP Team Leader with a copy of the notice on the same date notice is given the employees.

**11.3** When a layoff takes place, probationary employees shall be laid off first according to the following sequence; 1) within his/her position; 2) within his/her classification, and 3) within his/her group. Thereafter, employees with the least seniority shall be laid off according to the following sequence; 1) within his/her position; 2) within his/her classification, and 3) within his/her group. Any retained employee, probationary or not, must have, as a pre-condition, the ability to perform the work satisfactorily.

**11.4** Upon receipt of a layoff notice, an employee shall have the right to bump a less senior employee according to the following sequence; 1) within his/her position; 2) within his/her classification, and 3) within his/her group. The employee can demonstrate the ability to perform the responsibilities of the position either by virtue of prior experience of a related nature within the College or by documenting his/her knowledge and experience in performing the responsibilities in a manner consistent with the established institutional standards without training. Further, bumping rights shall be limited as follows: Part-time employees may only bump part-time employees. Full-time employees may bump full-time or part-time

employees. To be eligible to exercise bumping rights, employees shall notify the Human Resources Office within five (5) working days of receipt of layoff notice.

**11.5** Laid off ESP members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified as determined by the College. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the ESP member is to report back to work. It shall be the ESP member's responsibility to keep the employer notified as to his/her current mailing address.

**11.6** A recalled ESP member shall be given seven (7) calendar days from the date of mailing or within the time designated in the notice, whichever is greater, to report for work. The failure or refusal of an employee to return to work shall result in termination of employment. Recall rights shall not continue beyond three hundred sixty-five (365) calendar days from the date of layoff.

## **ARTICLE 12 - POSITION PROFILES, GROUPS, & COMPENSATION**

**12.1** Each employee shall receive a copy of his/her specific position profile upon hire and being amended. The profiles will include the following:

1. Classification and job title
2. Hours
3. Primary purpose of job
4. Required knowledge, skills, and abilities.
5. The ergonomic requirements
6. Required and/or desired qualifications:
  - a. Education
  - b. Experience
  - c. Licenses
  - d. Medical requirements
  - e. Other
7. Job duties.

**12.2** If an ESP member believes his or her work has undergone a significant change in duties and responsibilities and should be considered for reclassification, the supervisor and ESP member should revise the ESP member's position profile and submit it along with reasons for reclassification to the Director of Human Resources according to the college procedural statement.

**12.3** The basic compensation of each ESP member shall be as set forth in Appendix A. There shall be no deviation from said compensation rates during the life of this agreement.

**12.4** Any employee who is transferred or promoted to another position within the ESP shall be compensated according to Appendix A.

**12.5** No wage adjustment shall be granted to probationary employees prior to the completion of ninety (90) calendar days of satisfactory performance. Wages shall not be adjusted more than once in any fiscal year unless an increase is due as a result of a promotion, or as a result of ratification of a new Agreement.

**12.6** When an employee works out of his/her group, the employee shall be paid for all hours worked in said group as follows:

1. If the group the employee is required to work in is lower, he/she shall maintain his/her current group rate of their regular position.
2. If the group the employee is required to work in is higher and the employee is temporarily reassigned to assume full responsibilities of the higher group, he/she shall be paid the regular rate of the higher group in accordance with Article 10.9.
3. The part-time employee who is temporarily working full-time under provisions of this Article shall earn vacation, sick leave, holiday and inclement weather pay at the full time rate for the duration of the absence of the regular employee.

**12.7** Beginning July 1, 2018, ESP members will receive a longevity bonus, payable only in the fiscal year following the achievement of 15, 20, 25, 30, 35, and 40 years of service. The longevity bonus will be paid on the first regular pay period after July 1, based on the following scale:

A one-time payment of:

- ◆ 2% of current base salary after achieving 15 years of service with the College.
- ◆ 2.5% of current base salary after achieving 20 years of service with the College.
- ◆ 3% of current base salary after achieving 25, 30, 35, and 40 years of service with the College.

These longevity bonuses are not cumulative and are not considered part of the base salary.

## **ARTICLE 13 - WORK YEAR, WORK WEEK, WORK DAY**

- 13.1** The work year for all full-year ESP members shall be twelve (12) months commencing July 1 through June 30. The normal work year for academic year ESP members (as defined in Appendix C Glossary) shall commence with the first day of the fall orientation period and end with the spring commencement exercises.
- 13.2** The normal workday for all full-time employees shall be 35-40 hours per week as determined by the position when hired. This shall not be construed as a guarantee of any minimum number of hours per day or week.
- 13.3** Employees shall record hours worked on an electronic time sheet in accordance with established College payroll procedures. Supervisors shall approve the time sheet prior to submitting it to the Payroll Office.
- 13.4** Flexible scheduling of summer work hours (from the day after commencement through the Friday before fall kickoff begins) may be permitted with supervisory approval provided that normal College operations are not disrupted.
- 13.5** All employees shall have a one-half (1 /2) hour unpaid lunch period. Employees shall receive a paid lunch period when less than a twenty-(20) minute lunch break is provided. Supervisors may designate lunch locations in order to meet college needs. All lunch breaks must be scheduled with supervisory approval.
- 13.6** College employees are encouraged to attend WSCC classes to enhance their skills and knowledge. The immediate supervisor may grant release time for an employee to attend a class on the WSCC main campus during working hours, if the function of the department will not be significantly affected by the absence of the employee.

Time granted to attend class during regular working hours may be made up by the employee, with supervisory approval, within the same workweek or the employee may, with supervisory approval, use any accrued vacation, personal business, or compensatory time to cover class attendance. The employee may also choose time off without pay.

Any employee who is taking a class during regular working hours shall follow the appropriate College procedure regarding class attendance and recording of time away from their job. No employee attending classes shall use working hours to complete class assignments.

**13.7** Employees who are scheduled to work or are approved to work a minimum of four (4) hours outside of the normal work day of 8 a.m. to 4:30 p.m. shall receive a differential of forty cents (\$.40) per hour. Differentials shall be included in the base rate of pay for purposes of computing the overtime rate.

**13.8** Employees with snow plowing responsibility shall receive a differential of forty cents (\$.40) per hour for all hours worked from December 1 through March 31.

**13.9** All employees shall be allowed a fifteen-(15) minute break period as follows:

- ◆ One (1) fifteen-(15) minute break if their scheduled work period is more than three (3) hours and less than seven (7) hours.
- ◆ Two (2) fifteen-(15) minute breaks if their scheduled work period is more than seven hours and less than eleven (11) hours.
- ◆ Three (3) fifteen-(15) minute breaks if their scheduled work period is between eleven (11) and twelve (12) hours.

Break periods cannot be accumulated or combined, used to make up time, used to extend lunch periods, or used to modify beginnings or endings of work periods. Break does not necessarily mean away from the workstation but is a break from usual duties. The supervisor may define a time and location in order to meet college needs.

**13.10** All employees called in to work or reporting for work outside of their regular workday shall receive the greater of two (2) hours pay at the rate of time and one-half (1-1/2) or time actually worked at the rate of time and one-half (1-1/2). "Called in" shall be interpreted to mean having to make an additional trip to and from campus or place of work beyond what is required for their regular work shift.

#### **ARTICLE 14 - OVERTIME/PREMIUM**

**14.1** An employee will be paid one and one-half (1-1/2) times his/her regular rate of pay for all hours credited in excess of forty (40) in a work week; therefore, all hours for which pay is awarded will count as credited hours. However, personal business absence, vacation, compensatory time, or holiday time shall not be used to increase an employee's hours to more than eight (8) hours per day or forty (40) hours per week, or above the employee's regularly scheduled hours for the pay week in the case of employees working less than forty (40) hours per week. The only exception shall occur when, in the opinion of the supervisor, severe consequences to the College operations would result. A part-time employee shall not use such hours to increase the daily or weekly hours above the employees

regularly scheduled hours for the pay week. Overtime must be approved by the immediate supervisor prior to taking place.

- 14.2** An employee will be paid one and one-half (1-1/2) times his/her regular rate of pay for all hours worked on holidays, as defined in this agreement, in addition to holiday pay.
- 14.3** An employee will be paid one and one-half (1-1/2) times their regular rate of pay, if approved by the supervisor, for any hours worked on Sunday when Sunday is not part of an employee's regular or varied work week schedule.
- 14.4** Employees may agree, prior to working the approved overtime hours, to be compensated with compensatory time off at one and one-half (1-1/2) hours for each hour of overtime worked. Compensatory time may be accrued up to 240 hours at time and one-half (1-1/2), or 160 actual hours of overtime worked. The employee may use the accumulated compensatory hours upon request, with supervisory approval, so long as time requested does not unduly disrupt the operation of the department.

When approved overtime hours are worked for which the employee has requested compensatory time, the employee shall note the overtime hours on the time sheet for which the compensatory time is being claimed. Any time absent for which compensatory time is being claimed shall be noted on the day of absence. The employee's used, earned, and balance of compensatory time will appear on the payroll check stub at the rate of one and one-half (1-1/2) hours of time for each hour of overtime worked. Compensation for compensatory time will be paid at the employee's current hourly rate times the compensatory time being taken.

Upon termination of employment, the employee will be paid for unused compensatory time figured at:

1. The average regular rate received by such employee during the last three (3) years of employment; or
2. The final regular rate received by such employee, whichever is higher.

Compensatory time may not be used by the employee to increase their hours over eight (8) hours per day or forty (40) hours in any week.

- 14.5** The College shall make reasonable efforts to provide qualified employees, within the same department, an equal opportunity for overtime hours. Payroll Services will supply a monthly report showing overtime and compensatory time earned to immediate supervisors and the ESP Team Leader.

**ARTICLE 15 - VACATION**

**15.1** All full-time employees shall be entitled to the following vacation accrual per pay period worked:

<u>Years of Service</u>	<u>Vacation Benefit</u>
1	1.85 hours/pay (6 days per year)
2-4	3.70 hours/pay (12 days per year)
5-9	4.93 hours/pay (16 days per year)
10 or more	6.16 hours/pay (20 days per year)

**15.2** Eligible part-time employees shall be entitled to the following vacation accrual per pay period worked:

<u>Years of Service</u>	<u>Vacation Benefit</u>
1	.93 hours/pay (3 days per year)
2-4	1.85 hours/pay (6 days per year)
5-9	.47 hours/pay (8 days per year)
10 or more	3.08 hours/pay (10 days per year)

**15.3** Vacation pay will be based on an employee's regular rate of pay. When a holiday falls during an employee's vacation, the holiday will be paid in accordance with Article 19.

**15.4** An employee may not elect vacation pay in lieu of time off except in the case where an employee is off work because of layoff, leave of absence, extended illness or as permitted by 15.8. In these instances the employee shall be paid any unused vacation. When employment with the College is terminated due to dismissal, resignation, or retirement, the employee shall be entitled to regular pay equivalent to the days of unused vacation.

**15.5** Vacations shall be granted in accordance with the employee's requests and the needs of the College.

**15.6** Vacation days may be accumulated up to two hundred and sixty-four (264) hours for full-time employees and one hundred thirty-two (132) hours for part-time employees.

**15.7** Academic year employees, as defined in Appendix C, shall not be eligible to use vacation time outside of the academic year and may not elect vacation pay in lieu of time off except as permitted by 15.8 .



- 15.8** Any ESP employee with 120 unused accumulated vacation hours (full-time) or 60 unused accumulated hours (part-time) may choose to receive 40 hours (full-time) or 20 hours (part-time) of vacation hours as pay at 90% of their current pay rate. A request for payment must be made in May and will be paid in June. The unused accumulated hour minimums must be met on the date the payment is processed.

## **ARTICLE 16 - SICK LEAVE**

- 16.1** Upon employment with the College, each full-time employee shall be entitled to forty (40) hours of sick leave. Thereafter, all full-time employees covered by this Agreement shall earn sick leave allowance at the rate of 3.7 hours per pay period worked, not to exceed ninety-six (96) hours per year, to a maximum accumulation of seven hundred and twenty (720) hours (90 days).
- 16.2** Benefits eligible part-time employees shall be awarded twenty hours sick leave upon employment and shall accrue sick leave at the rate of 1.85 hours per pay period worked, to a maximum accumulation of three hundred and sixty (360) hours (45 days).
- 16.3** An employee, while on paid sick leave, will be deemed to be in continued employment for the purpose of computing all benefits due that employee.
- 16.4** Sick leave may be used for personal illness or serious illness in the immediate family (immediate family defined as spouse and children) or for doctor's or dentist's appointments for the employee and the employee's family. Doctor and dentist's appointments will be paid only as long as the time taken is a close approximation of the time needed, including travel time, for the appointment. Sick pay will be at the employee's regular rate of pay.
- 16.5** An employee may be required by their supervisor to submit a physician's statement if the employee has been on sick leave more than three (3) consecutive working days or the record indicates possible abuse.
- 16.6** With the approval of the employee's supervisor, the employee may use flextime, vacation, personal business, compensatory time, sick leave – up to 40 hours annually (full time), up to 20 hours annually (part time) or family medical leave (FMLA) for the illness of a parent (includes spouses parents and step parents).
- 16.7** Academic year employees shall not accrue nor be eligible to use sick leave from spring commencement to the first day of fall kickoff unless they are scheduled and do work during this period.

- 16.8** An ESP member who is granted a leave of absence without pay under the provisions of Article 23.3.1 shall continue to receive insurance benefits as provided by this Agreement for the lesser of one year from the beginning date of the leave, or, until the date that a physician certifies that they will not be able to return to work.

#### **ARTICLE 17 - PERSONAL BUSINESS ABSENCE**

- 17.1** Full time employees shall be granted twenty-four (24) hours per year for purposes of personal business. Personal business shall not carry over from one year to another. The College will rely on the individual employee's determination of what constitutes personal business; however, the time of such absences shall be subject to prior supervisory approval. Up to eight (8) hours per year may be used without prior supervisory approval, when the employee determines that travel to work is not safe due to weather conditions.
- 17.2** Benefits eligible part-time employees shall be entitled to personal business absence at the rate of one-half (1/2) the full time entitlement, subject to the conditions as above.
- 17.3** On July 1st of each year, continuing ESP members shall earn personal business time at the rate of twenty-four (24) hours for full-time employees and twelve (12) hours for benefits eligible part-time employees.

#### **ARTICLE 18 - INCLEMENT WEATHER**

- 18.1** Twenty-four hours not deducted from sick leave shall be available to employees in the case that the College is closed due to inclement weather and employees are asked not to report. For any hours over the twenty-four allowed above, the employee has the following options:
1. The time may be made up with the permission of the supervisor.
  2. Time may be charged against vacation, personal business absence, or compensatory time provided that such balances are sufficient to cover the absence.
  3. Time is lost; no pay.
- 18.2** On any day that employees are paid pursuant to Article 18.1, any employee required to work shall be paid double time for all hours worked after the college is officially closed until 12:00 midnight (Refer to Procedural Statement BUS 47). Their inclement weather balance shall be reduced by the difference between the regularly scheduled hours and the actual hours worked.

**18.3** On any day that the College is closed due to inclement weather and employees have scheduled vacation, personal business absence, or sick leave on that day, they shall be paid pursuant to Article 18.1 and shall not suffer a deduction in their vacation, personal business absence, or sick leave balances, provided they have a sufficient inclement weather balance to cover the absence.

**18.4** On those occasions when the College is open and in the judgment of the employee, it would be unsafe for them to report to work, the employee has the following options:

1. The time may be made up with the permission of the supervisor.
2. Time may be charged against vacation, personal business absence, or compensatory time provided that such balances are sufficient to cover the absence.
3. Time is lost; no pay.

**18.5** Part-time employees shall be entitled to twelve (12) hours provided they meet the requirements below:

1. They are normally scheduled to work and;
2. The pay received under this Article shall not exceed their normal hours of work on that day.

## **ARTICLE 19 - HOLIDAYS**

**19.1** All full-time employees covered by this Agreement shall be entitled to holiday pay for the following holidays

1. Floating Holiday \*
2. Memorial Day
3. Independence Day\*\*
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day when they fall on a workday.

\* Floating Holiday shall not carry over from one year to another.

\*\* If Independence Day falls on a Saturday, the Friday before will be considered the holiday. If Independence Day falls on a Sunday, the next Monday will be considered the holiday.

- 19.2** Work days between Christmas Day & New Year's Eve Day will be additional days off with pay. If an employee must work during these days the equivalent time off will be provided, but must be used no later than June 30 of the same fiscal year. When New Year's Day falls on a Thursday, the following Friday will be considered an additional paid day off.
- 19.3** Benefit-eligible part-time employees will be entitled to holidays and/or work days at one-half the full-time benefit. Academic year employees shall not receive holiday pay for holidays occurring between commencement and the first day of fall Kickoff.
- 19.4** In order to be eligible for holiday pay, an employee must work his/her scheduled work shift immediately preceding and succeeding the holiday unless otherwise excused by supervisor and/or by a physician slip. If the day off is state or nationally recognized on a different day than as specified above, the College will follow state or national recognition.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

- 20.1** Upon proper notice to the supervisor, all full-time and part-time ESP members shall be entitled to up to three (3) days paid leave of absence to attend the funeral, memorial, or burial service or to make funeral arrangements following the death of any member of his/her immediate family. Recognition of part-time hours during the three-(3) day bereavement period shall be limited to regularly scheduled hours of the part-time employee but not to exceed eight (8) hours in one day.
- 20.2** The immediate family shall include the employee's spouse, and the parents, grandparents, children, step-children, grandchildren, sisters/brothers, sisters/brothers-in-law, sons/daughters-in-law, step-sisters/brothers, and nieces/nephews of either the employee or the spouse, and also other persons under special circumstances, when approved in advance by the supervisor.
- 20.3** Additional bereavement leave for immediate family members as defined in Sec. 20.2, not to exceed three (3) days, may be granted by the Vice-President and will be deducted from the employee's accumulated sick leave account. Unused bereavement leave shall not be cumulative.

## **ARTICLE 21 - JURY DUTY**

- 21.1** When an employee is summoned as a juror or subpoenaed as a witness in any judicial proceeding, he/she shall immediately notify their supervisor, and shall suffer no loss of pay for the necessary absence from their scheduled employment. Any juror's or witness fees received by the employee shall be returned to the College, except for mileage and meal allowances.

## **ARTICLE 22 - ESP LEAVE**

- 22.1** The College shall grant the ESP MGB team up to two (2) paid leave days annually for the use of conducting ESP business or to participate in ESP activities, other than described in 29.10.

## **ARTICLE 23 - UNPAID LEAVES**

- 23.1** The College grants to ESP members all rights provided for employees in the Family and Medical Leave Act (FMLA) of 1993, and the ESP grants to the College all employer rights provided by this same Act. Whenever possible, FMLA leave shall run concurrently with applicable paid time off and/or be applied for and taken concurrently with applicable leaves under Article 23. Leave request materials are available in the Human Resources Office. Seniority shall continue to accumulate during such leave.
- 23.2** The College grants to ESP members all rights provided for employees in The Uniformed Services Employment and Reemployment Rights Act (military leave) and the ESP grants to the College all employer rights provided by this same Act. Further information concerning this Act is available in the Human Resources office. Seniority shall continue to accumulate during such leave.
- 23.3** After two (2) years of service with the College, which may be waived by the President due to extenuating circumstances, unpaid leaves of absences for reasonable periods not to exceed one (1) year (in combination with applicable FMLA time) shall be granted. The ESP member shall provide to his/her supervisor a written request for an unpaid leave. The supervisor shall work with the Director of Human Resources and respond to the request, in writing, within ten (10) workdays from the receipt of the request. The original leave request and a copy of the supervisor's response shall be placed in the employee's personnel file. During unpaid leaves within 23.3, seniority shall continue to accrue. Unpaid leaves may be granted for the following reasons:

- 23.3.1** The ESP member's illness, mental or physical. This leave must be recommended and certified by the attending physician. The supervisor may ask the ESP member for physician certification during the leave showing the necessity for continuation of same. Refer to article 16.8, continuation of health insurance.
- 23.3.2** Prolonged illness of spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making his or her home in the employee's household. Benefits will be discontinued during this leave if FMLA time doesn't apply. The Consolidated Omnibus Budget Reconciliation Act (COBRA) is available to enable ESP members to continue health insurance at their expense.
- 23.3.3** Childcare including adoption, is available for male or female ESP members prior to, or subsequent to the birth or adoption of a child. The ESP member may terminate the leave anytime. Benefits will be discontinued during this leave if FMLA time doesn't apply. COBRA is available to enable ESP members to continue health insurance at their expense.

**23.4** After two (2) years of service at the College, a general leave of absence (educational leave, public service, special circumstances) without pay may be granted for a reasonable period not to exceed one (1) year. The ESP member must submit a request, in writing, to his or her supervisor which will include the reason for the leave along with the beginning and ending dates of said leave. The supervisor shall make a recommendation to the Director of Human Resources who will receive final approval or non-approval from the President. The ESP member will be notified within ten (10) workdays of the receipt of the request by the Director of Human Resources. Benefits will be discontinued during this unpaid leave. There will be no loss of seniority. However, seniority will not continue to accrue. COBRA is available to enable ESP members to continue health insurance at their expense.

**23.5** Upon return from any unpaid leave of absence, the ESP member shall be returned to the position held at the time the leave was granted, or an equivalent paying position for which the ESP member is qualified. Leaves of absence which are limited to three (3) months or less will allow the ESP member to return to the position held at the time the leave was granted.

An ESP member returning from an approved leave of absence shall be placed at the experience (pay) level that he or she would have been at, had he or she worked at the College during such period. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, an ESP member shall notify the College

of his or her intent to return to work. If an ESP member is unable to return, the ESP member may be given an extension of the leave per article 23.6.

- 23.6** A leave of absence without pay may be extended for a period not to exceed one (1) year with the approval of the President. This additional year will be granted only if, in the opinion of the President, there are extenuating circumstances. A written request which includes a complete explanation of the need for the extension along with beginning and ending dates must be submitted to the Director of Human Resources, who will notify the employee's supervisor and give the request to the President. Any requested information pertaining to the ESP member and/or the unpaid leave request that the President deems necessary to make a decision will be given to the President by either the College or the ESP. COBRA may be available to enable an ESP member to continue health insurance at their expense. Benefits will be discontinued during this unpaid leave continuation. There will be no loss of seniority; however, seniority will not continue to accrue.

#### **ARTICLE 24 - INSURANCE**

- 24.1** The College will provide a medical benefit plan for all members of the bargaining unit and their eligible dependents. At least one medical benefit plan option offered by the College will be comparable in benefits to an option in place as of the effective date of this contract, as mutually determined by the College and ESP.

The College reserves the right to modify the benefit medical plan offered in the event that it would be subject to a penalty, tax, fine or increased costs as a result of the Affordable Care Act and associated regulations or any subsequently enacted state or federal legislation affecting health care.

Each ESP member electing health care coverage will have annual health care coverage costs deducted in equal amounts from their bi-weekly pay checks. The bi-weekly payroll deduction dollar amount will be set annually and adjusted on January 1, in accordance with the requirements of P.A. 152 (MCL 15.561 *et seq.*). So long as the College uses the "hard cap" in reference to PA 152, it will contribute the full hard cap amount to insurance premiums for ESP. If those premium costs are less than the hard cap, the College will contribute the difference to the respective ESP member's HSA.

Eligible part-time employees may elect full-family coverage. Fifty per cent (50%) of the premiums will be paid by the College and fifty per cent (50%) will be paid by the employee.

- 24.2** Life Insurance: All full-time employees who have completed 90 days of service shall be provided, at no cost to them, term life insurance in an amount equal to the nearest thousand dollars of their salary. Spouses will be covered for two thousand dollars, dependents for one thousand dollars, and dependents aged six months and under will be covered for one hundred dollars.
- 24.3** Short Term Disability: The present short term disability policy will be maintained at not less than its current benefit levels for the term of this Agreement.
- 24.4** Long Term Disability: The present long term disability policy will be maintained at not less than its current benefit levels for the term of this Agreement.
- 24.5** Insurance Carrier: The College shall have the right to select and change insurance carriers for the above coverage. A plan comparable to the plan in place at the beginning of this contract shall be maintained for the duration of this contract. The College agrees that any increase in insurance benefits granted to other groups of employees will also be granted to the ESP members.
- 24.6** Dental/Vision Benefits: Dental and vision benefits shall be maintained at not less than the current College benefit levels for the term of this contract. Effective January 1, 2018 the College self-funded dental benefits will increase to \$1,100.00 annually per covered life and vision benefits will increase to \$500.00 biennially per covered life. The College reserves the right to move to fully insured plans with comparable benefit coverages.

#### **ARTICLE 25 - RETIREMENT PLAN**

- 25.1** The College and members of the ESP agree to maintain membership in the Michigan Public School Employee's Retirement System (MPERS) and to be bound by the respective requirements of this system as they may change from time to time.

#### **ARTICLE 26 - PERFORMANCE APPRAISAL**

- 26.1** Performance appraisals shall be conducted in accordance with established College procedures. College procedures may be updated from time-to-time through discussions, which include both the ESP and the College, recognizing that the College retains final authority to adopt procedures.



## **ARTICLE 27 - DISCIPLINARY ACTIONS**

- 27.1** The College reserves the right to discipline and discharge employees, but in no case shall any disciplinary action, including discharge, be made without just cause as defined in college procedure HR-2. The College shall follow the approved disciplinary procedure.
- 27.2** If the employee believes the investigation may result in disciplinary action, the employee has the right to request ESP representation. If disciplinary action does occur, the employee has the right to continued ESP representation.
- 27.3** Should the discharged or suspended employee consider the College's action to be improper, the matter shall be referred to Article 28.3 of the Grievance Procedure.
- 27.4** In imposing any discipline on a current charge, the College will not take into account any prior infractions, which occurred more than three (3) years previously.
- 27.5** The College agrees to notify the employee in writing of the justification for any disciplinary action taken. A copy of the disciplinary action will be forwarded to the Human Resources Office to be placed in the employee's personnel file.
- 27.6** Employees have the right to place in their personnel file a statement of position refuting any action taken by the College.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

### **28.1 Grievance Procedure – Definition of a Grievance**

Grievances are defined as alleged violations of the terms of this Agreement with respect to wages, hours, and working conditions.

Should any complaint or dispute arise between the College and any member of the ESP with respect to the meaning, interpretation, or application of a specific and identified provision of this Agreement, it shall be resolved in accordance with the following procedures.

### **28.2 Grievance Procedure – Informal (Step 1)**

Any ESP member with a complaint or dispute should discuss the complaint with the immediate supervisor, a member of the ESP Negotiation Team being present or absent at the option of the employee. Earnest effort shall be made to settle verbally and informally such complaints and/or disputes between the aggrieved ESP member

and his or her appropriate supervisor. The ESP member shall discuss the matter with his or her supervisor within (7) business days of the alleged violation with the objective of resolving the grievance informally.

#### **28.2.1** Grievance Procedure Settlement Rendered in 28.2

If the complaint and/or dispute is settled with the informal process, the ESP member and immediate supervisor agree to work together and move past the occurred complaint and/or dispute. The grievance ends at the point of mutual agreement between the parties involved.

#### **28.2.2** Grievance Procedure No Settlement Rendered in 28.2

If the complaint and/or dispute is not settled with the informal process, then the grievance shall be reduced to writing and the ESP member must follow the process outlined in 28.3 Grievance Procedure – Formal. The necessary forms must be obtained from the Director of Human Resources.

### **28.3 Grievance Procedure – Formal (Step 2)**

If an agreement was not reached in 28.2 Grievance Procedure - Informal process, the grievance shall be reduced to writing and the formal process of the Grievance will be followed as specified in the steps below.

#### **28.3.1** Grievance Procedure Formal

If an agreement is not reached in the Informal Process in 28.2, the grievance shall be reduced to writing within three (3) business days following the date of the informal meeting with the immediate supervisor.

The grievance must be submitted to the Director of Human Resources on an officially agreed upon grievance form, available from the Human Resources Office. The Director of Human Resources will review the grievance and immediately notify the immediate supervisor of receipt of formal grievance from the ESP member.

The aggrieved ESP member and the supervisor must each provide a written presentation of the facts to the Director of Human Resources within seven (7) business days from the date of the formal submission of the grievance form to the Director of Human Resources.

The format of the presentation must be clear and precise. The ESP member must identify the violation of the Agreement, complaint, and/or dispute in detail.

If a conference is called under this step by the Director of Human Resources, the aggrieved member may be accompanied by an ESP member and the supervisor by another administrator.

### **28.3.2** Grievance Procedure Formal

The Director of Human Resources will schedule a conference of the ESP member, supervisor, and Grievance Committee and will advise the participants in writing/email of the time and place of the conference.

The conference will consist of a Grievance Committee consisting of:

- ◆ Director of Human Resources
- ◆ Two (2) impartial Administrators (*one chosen by the College and one chosen by ESP*)
- ◆ ESP Team Leader or Designee
- ◆ Two (2) ESP Members (*one chosen by the College and one chosen by ESP*)
- ◆ One Faculty Member (*chosen by the Director of Human Resources*)

The conference will occur within seven (7) business days of received of the written formal grievance.

The aggrieved member, the supervisor and other employees may also be called on for verbal clarification.

The Director of Human Resources shall communicate the College team decision in writing to the aggrieved member and the supervisor within seven (7) business days from the date of the conference.

#### **28.3.2a** Grievance Procedure Settlement Rendered in 28.2

If the complaint and/or dispute is settled with the formal process, the ESP member and supervisor agree to work together and move past the occurred complaint and/or dispute. The grievance ends at the point of the Grievance Committee decision.

#### **28.4 Grievance Procedure No Settlement Rendered in 28.3 (Step 3)**

If the grievance is not resolved at 28.3, the aggrieved ESP member may request a hearing with the President by submitting a written request to the President within three (3) business days following receipt of the Grievance Committee decision.

A hearing will be scheduled within seven (7) business days of the notice to the President for the purpose of the final presentation of facts and documentation.

The President and the aggrieved ESP member may choose to invite other College employees to participate in the hearing.

The Executive Secretary will record minutes of the hearing.

The evidence in the minutes will be considered the final evidence for consideration in any further steps.

The President shall communicate his or her decision in writing to the aggrieved member and the ESP Team Leader within seven (7) business days following the hearing.

##### **28.4.1 Grievance Procedure Settlement Rendered in 28.4**

If the complaint and/or dispute is settled with the President's decision, the ESP member and supervisor agree to work together and move past the occurred complaint and/or dispute. The grievance ends at the point of the decision rendered by the President.

#### **28.5 Grievance Procedure – Board of Trustees (Step 4 - Final)**

The aggrieved member may make his or her final appeal by requesting a meeting on the grievance with the College Board of Trustees.

Intent to appeal the President's decision shall be submitted in writing and delivered to the Executive Secretary within ten (10) business days following receipt of the President's decision.

The written grievance, together with the complete written case history, shall be presented at the first regularly scheduled Board of Trustees meeting following the decision to appeal, provided the regular meeting is scheduled within ten (10) business days. Otherwise, the parties may agree to hold a special Board meeting or to delay the hearing not later than the following months regularly scheduled Board meeting.

The Board shall render its decision based upon the written case history and oral testimony solicited from both parties.

The Board's decision shall be final and binding to all parties and communicated in writing to the aggrieved ESP member and to the ESP Team Leader within seven (7) business days after the Board meeting.

## **28.6** Grievance Procedure – Additional Information

The grievance may be withdrawn at any level by the ESP aggrieved member.

The time limits established in the grievance procedure shall be followed by the parties, however, time limits may be extended by written mutual agreement between the parties.

No grievance shall be processed unless initiated and carried to the next step with 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 College may submit the grievance to the next level.

Grievance meetings shall be allowed on College time without loss of pay.

All employees involved with the grievance proceeding, agree that their participation will be kept as formal and confidential as may be appropriate at any level of the procedure.

No reprisals of any kind shall be taken by either party, the ESP, the Administration, any member of the Grievance Committee or any other participant in the grievance process against any participant in the grievance process.

In all steps of the grievance procedure described above, either party shall have the right to specify that the aggrieved employee or the employee's immediate supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representation of both the College and ESP member.

**ARTICLE 29 - MISCELLANEOUS**

**29.1** Uniforms. All full-time maintenance, recreation center attendants, and food service workers are required to wear uniforms approved by the College to promote safety on the job, to improve the employee's working conditions, to make the employee easily identifiable, and to project a professional appearance. Upon initial employment, the College will provide uniforms as defined below:

<u>Classification</u>	<u>Item(s)</u>	<u>Allotment</u>
Maintenance (Set = 3 shirts, 3 pants, one pair steel-toed safety shoes)	One (1) uniform set	NA
Recreation Center (Set = 5 shirts)	One (1) uniform set	NA
Food Service (Shoes= slip resistant Safety shoes)	One (1) pair of shoes	NA

Each fiscal year, thereafter, each employee may receive funds to assist in maintaining (excluding laundry or dry-cleaning expenses) and replacing uniforms up to the allotment amount listed in the table below:

<u>Classification</u>	<u>Item(s)</u>	<u>Allotment</u>
Maintenance (Set= 3 shirts, 3 pants one pair steel-toed safety shoes)	One (1) uniform set	\$250.00
Recreation Center (Set= 5 shirts)	One (1) uniform set	\$150.00
Food Service (Shoes= slip resistant safety shoes)	One (1) pair of shoes	\$ 50.00

Payment of the annual allotment shall be on a reimbursement basis only. The employee must present valid receipts justifying the expenditure and in accordance with the applicable expense reimbursement procedures of the College. The employee shall not be entitled to reimbursement for any expense that cannot be justified according to College expense reimbursement procedures nor does any unused

balance of the annual allotment carry over from year to year. The amount of the annual allotment shall be pro-rated (based on weeks) on hiring or termination.

- 29.2** Physical Exams. The College agrees to pay the full cost of physicals, examinations, or x-rays, both pre-employment and during employment, for employees, which are required by the College with the physician to be designated by the College. Employees reserve the right, at their expense, to seek a second opinion with the physician of their choice.
- 29.3** Mileage, Meals, and Lodging. The College will maintain its current policies at not less than their present levels, with respect to meals and lodging expenses. ESP members using their personal vehicles for approved College business shall be compensated at an amount equal to the rate approved by the Internal Revenue Service for reimbursement of business mileage, unless a college owned vehicle is available in which case the General Services Administration turndown rate would apply.
- 29.4** Successor Clause. This Agreement shall be binding upon the College successors, assignees, purchasers, or lessees or in the event of a merger or consolidation with another employer.
- 29.5** Non-Discrimination. The parties agree that this Agreement shall be applied in such a way that there will be no discrimination due to sex, marital status, race, color, creed, handicap, national origin or religion.
- 29.6** Special Meetings. The Employer's representative(s) and the ESP representative(s) will meet to discuss problems of mutual concern, when requested by either party.
- 29.7** Remission of Tuition and Fees. Remission of WSCC tuition and fees will be available to all full-time employees and their dependents and benefits-eligible part-time employees as defined in Appendix C. After three years of current, uninterrupted, benefits-eligible service, remission of WSCC tuition will be extended to the dependents of benefits-eligible part-time employees. Refer to college procedural statements HR 14 and HR 18 for the definition of fees.
- 29.8** Tool Allowances. All maintenance technicians as defined in Appendix B who are required to provide their own tools may receive an allotment of up to \$50.00 to purchase general-purpose tools to accomplish their job related tasks. Payment of the annual allotment shall be on a reimbursement basis only. The employee must present valid receipts justifying the expenditure and in accordance with the applicable expense reimbursement procedures of the College. The employee shall not be entitled to reimbursement for any expense that cannot be justified according to College expense reimbursement procedures nor does any unused balance of the

annual allotment carry over from year to year. The amount of the annual allotment shall be pro-rated (based on weeks) on hiring or termination.

**29.9** Negotiation. The College shall pay one hundred percent (100%) of all wages for up to seven (7) ESP employees plus the ESP Team Leader. Compensation for resulting overtime shall be mutually agreed upon between the ESP member and his or her supervisor (i.e.: flextime, compensatory time, or overtime pay).

**29.10** Recreation Center. Full-time employees and their dependents, and benefits eligible part-time employees shall enjoy free use of the athletic facilities including the Wellness Center) in the Recreation Center at any time it is open, except when such use interferes with instructional or other scheduled events of the Center. After three (3) years of uninterrupted service, free use of the Recreation Center (including the Wellness Center) will be extended to the dependents of benefits-eligible part-time employees.

**29.11** Employee Wellness Program. ESP members shall be eligible to participate in the College's Employee Wellness Program.

#### **ARTICLE 30 - CONTINUITY OF OPERATIONS**

**30.1** The ESP agrees that it will not, under any circumstances during the period of this Agreement, directly or indirectly, engage in or assist in any strike action, as said term is defined by the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended.

**30.2** The College agrees that it will not, under any circumstances during the period of this Agreement, lockout any ESP member.

**30.3** The College, in ordering an ESP member to cross a picket line, shall exercise due and reasonable care in protecting the safety and well-being of the member and his or her personal property. If in the opinion of the ESP member, crossing the picket line could adversely affect their personal safety or property, the employee shall notify the College and provide the College with the opportunity to rectify the situation. If, after the College takes additional action, the ESP member still has concerns about their safety or the safety of their property, they shall have the option of using vacation, personal business absence, compensatory time, or receiving no pay for the work shift.

**30.4** If any individual employee or groups of employees violate Article 30.1, they may be summarily dealt with by the College, at its discretion, by reprimand, suspension, or discharge.



## **ARTICLE 31 - COMPLETE AGREEMENT**

- 31.1** The parties acknowledge that, during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject, in compliance with the law, from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 31.2** This Agreement shall constitute a binding obligation of both the College and the ESP and for the duration hereof, may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- 31.3** An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Act.

## **ARTICLE 32 - SAVINGS PROVISION**

- 32.1** If during the term of this Agreement, any part of the provisions herein contained are rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## **ARTICLE 33 - TERMINATION AND MODIFICATION**

- 33.1** This Agreement is effective as of the 1st day of July, 2017, and shall remain in full force and effect until the 30th day of June, 2020, and from year to year thereafter unless either party serves written notice to the president. This notice shall be served up to six months prior and no later than 90 calendar days prior of its intention to amend, modify, or terminate this Agreement. In the event either party serves the above referenced notice upon the other of its intention to amend or modify this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until sixty (60) days after either party subsequently serves upon the other a sixty (60) day written notice of its intent to terminate this Agreement.

This Agreement is signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WSSC ESP

WEST SHORE COMMUNITY COLLEGE

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Irma Hinojosa  
ESP Team Leader

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Dr. Kenneth Urban  
President, West Shore Community College

The following West Shore Community College employees participated in the negotiation process for the Educational Support Staff (ESP) contract which was accepted by the West Shore Community College Board of Trustees on June 19, 2017.

By their signature and date, the following agree and endorse that the final language of that contract, effective July 1, 2017 to June 30, 2020 is a true and accurate representation of that negotiation process.

For the College:

For the ESP:

\_\_\_\_\_  
Scott Ward

\_\_\_\_\_  
Irma Hinojosa

\_\_\_\_\_  
Sarah Wagner

\_\_\_\_\_  
Marcie McCloskey

\_\_\_\_\_  
Michael Moore

\_\_\_\_\_  
Drew McVicker

\_\_\_\_\_  
Donna Nickelson

\_\_\_\_\_  
Wanell Cabot

\_\_\_\_\_  
Natasha Dault

\_\_\_\_\_  
Jeanene Briggs

\_\_\_\_\_  
Tami Stadler

## APPENDIX A

### COMPENSATION RATES

**Wage Increases:**

- 2017-2018      1.00% Base Increase, and;  
 A payment, per the schedule appended to the Fiscal Year 2018 Compensation Model, not included in base pay, payable during the first pay period following July 1, 2017 to all employees employed in that pay period.
- 2018-2019      1.00% Base Increase.
- 2019-2020      1.00% Base Increase.

**WEST SHORE COMMUNITY COLLEGE  
 COMPENSATION MODEL  
 FISCAL YEAR 2018**

Fiscal Year 2018 Salary Range Adjustment =      1.00%

As of July 1, Full Years of Experience in Position								
0	1	3	5	8	10	15	20	25

**RANGE    Min.      20%      40%      50%      55%      60%      65%      70%      80%      90%      Max.**

Grade	COLUMN NUMBER										
	1	2	3	4	5	6	7	8	9	10	11
1											
2											
3											
4	9.78	10.75	11.72	12.20	12.44	12.69	12.93	13.17	13.65	14.14	14.62
5	11.31	12.43	13.55	14.11	14.38	14.66	14.94	15.22	15.78	16.34	16.90
6	12.85	14.12	15.39	16.03	16.35	16.67	16.98	17.30	17.94	18.57	19.21
7	13.06	14.36	15.66	16.31	16.63	16.95	17.28	17.60	18.25	18.90	19.55
8	13.35	14.70	16.05	16.73	17.06	17.40	17.74	18.08	18.75	19.43	20.10
9	13.52	14.86	16.20	16.87	17.21	17.54	17.88	18.21	18.88	19.55	20.22
10	14.74	16.23	17.71	18.46	18.83	19.20	19.57	19.94	20.68	21.43	22.17
11											

**July 14, 2017**

<b>Employee Name</b>	<b>Payment</b>
Bennetts, Esmeralda	\$788.30
Briggs, Jeanene	\$640.80
Brogren, Jeff	\$1,315.11
Brown, Rich	\$500.00
Cabot, Wanell	\$789.60
Dault, Tasha	\$500.00
Eberbach, Chuck	\$500.00
Ereon, Daniel	\$777.78
Etheridge, Janet	\$1,315.11
Froncek, Todd	\$500.00
Gamez, Heidi	\$818.50
Hinojosa, Irma	\$1,315.11
Ivester, Kris	\$500.00
Jewell, Bill	\$777.78
Keith, Jessica	\$500.00
Kowalski, Gail	\$500.00
McCloskey, Marcie	\$1,315.11
McVicker, Carolyn	\$503.94
McVicker, Drew	\$1,271.76
Miszewski, Rich	\$777.78
Mitchell, Cara	\$500.00
Nickelson, Donna	\$1,208.07
Paxton, Pat	\$818.50
Petersen, John	\$500.00
Pirkola, Deb	\$812.80
Smogoleski, Paul	\$500.00
Stadler, Tami	\$1,023.13

**WEST SHORE COMMUNITY COLLEGE  
COMPENSATION MODEL  
FISCAL YEAR 2019**

Fiscal Year 2019 Salary Range Adjustment = 1.00%

As of July 1, Full Years of Experience in Position								
0	1	3	5	8	10	15	20	25

**RANGE**    Min.    20%    40%    50%    55%    60%    65%    70%    80%    90%    Max.

COLUMN NUMBER											
Grade	1	2	3	4	5	6	7	8	9	10	11
1											
2											
3											
4	9.88	10.86	11.84	12.33	12.57	12.82	13.06	13.30	13.79	14.28	14.77
5	11.42	12.55	13.68	14.25	14.53	14.81	15.09	15.38	15.94	16.51	17.07
6	12.98	14.26	15.55	16.19	16.51	16.83	17.15	17.47	18.12	18.76	19.40
7	13.19	14.50	15.81	16.47	16.80	17.13	17.45	17.78	18.44	19.09	19.75
8	13.48	14.84	16.21	16.89	17.23	17.57	17.91	18.25	18.94	19.62	20.30
9	13.66	15.01	16.36	17.04	17.38	17.72	18.05	18.39	19.07	19.74	20.42
10	14.89	16.39	17.89	18.64	19.02	19.39	19.77	20.14	20.89	21.64	22.39
11											

**WEST SHORE COMMUNITY COLLEGE  
COMPENSATION MODEL  
FISCAL YEAR 2020**

Fiscal Year 2020 Salary Range Adjustment = 1.00%

As of July 1, Full Years of Experience in Position								
0	1	3	5	8	10	15	20	25

**RANGE**    Min.    20%    40%    50%    55%    60%    65%    70%    80%    90%    Max.

COLUMN NUMBER											
Grade	1	2	3	4	5	6	7	8	9	10	11
1											
2											
3											
4	9.98	10.97	11.96	12.45	12.70	12.94	13.19	13.44	13.93	14.43	14.92
5	11.53	12.67	13.81	14.39	14.67	14.96	15.24	15.53	16.10	16.67	17.24
6	13.11	14.41	15.70	16.35	16.67	17.00	17.32	17.65	18.29	18.94	19.59
7	13.32	14.65	15.97	16.64	16.97	17.30	17.63	17.96	18.62	19.29	19.95
8	13.61	14.99	16.37	17.06	17.40	17.74	18.09	18.43	19.12	19.81	20.50
9	13.80	15.16	16.53	17.21	17.55	17.89	18.23	18.57	19.26	19.94	20.62
10	15.04	16.55	18.07	18.83	19.20	19.58	19.96	20.34	21.10	21.85	22.61
11											

**APPENDIX B**  
**CLASSIFICATIONS/GRADES**

<b>Position Title</b>	<b>Position Definition</b> (See Appendix C for definition details)	<b>Experience Factor Column Number</b>	<b>Wage Grade</b>
Administrative Assistant- Enrollment Management	Full-Time	9	9
Maintenance Tech II	Full-Time	11	9
Administrative Assistant- Instruction	Full-Time	9	9
Administrative Assistant- President's Office	Full-Time	7	9
Bookkeeper- Accounts Payable	Full-Time	11	9
Administrative Assistant- Financial Aid	Full-Time	9	9
Administrative Assistant- Student Records	Full-Time	11	9
Bookkeeper- Accounts Receivable	Full-Time	4	9
Bookkeeper/Cashier	Full-Time	11	9
Maintenance Tech II	Full-Time	10	9
Administrative Assistant- BOC	Full-Time	4	9
Administrative Assistant- Financial Aid	Full-Time	9	9
Administrative Assistant- Instruction	Full-Time	9	9
Tutorial Coordinator	Full-Time	8	8
Campus Services Assistant	Full-Time	9	8
Learning & Testing Center Support Specialist	Full-Time	0	8
Library Assistant	Full-Time	8	7
Library Assistant/Technician	Part-Time	7	6
Custodian	Full-Time	4	6
Custodian	Full-Time	9	6
Custodian	Full-Time	8	6
Utility Maintenance	Full-Time	9	6
Wellness Center Assist	Part-Time	6	6
Utility Maintenance	Full-Time	9	6
Custodian	Full-Time	10	6
Custodian	Full-Time	7	6
Custodian	Full-Time	8	6

**APPENDIX C**  
**GLOSSARY**

Full Time

- Those individuals who are scheduled to and do work a minimum of 1,820 hours in a fiscal year.

Part Time

- Those individuals who are scheduled to and do work a minimum of 910 hours, but less than 1,820 hours, in a fiscal year. Employees not meeting the 910-hour requirement shall not be eligible for fringe benefits.

Business Day

- This term shall apply to days during which the college is open for the conduct of College business.

Vacancy

- Any newly created or present position that is not filled.

Department

- An organizational unit of the college which may contain the following hierarchy:
  - Group: Collection of classifications requiring similar responsibilities and professional qualifications.
  - Classification: A collection of positions requiring similar responsibilities and professional qualifications.
  - Position: A job function performed by one individual.

Academic Year

- This term shall be understood to encompass the period of time commencing with the first day of the fall faculty orientation period and ending with spring commencement exercises.

Full Time Academic Year

- Those individuals who are scheduled to and do work a minimum of 1,190 hours in an academic year. (34 weeks at 35 hours per week)

Part Time Academic Year

- Those individuals who are scheduled to and do work a minimum of 595 hours, but less than 1,190 hours, in an academic year. Employees not meeting the 595-hour requirement shall not be eligible for fringe benefits.

Medical Benefit Plan

- A plan that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits. Medical benefit plan does not include health savings accounts, flexible spending accounts, or similar accounts used for health care.