

**AGREEMENT**

**BETWEEN**

**WASHTENAW COMMUNITY COLLEGE**

**BOARD OF TRUSTEES**

**AND**

**WASHTENAW COMMUNITY COLLEGE**

**OFFICE PROFESSIONAL/TECHNICAL  
ASSOCIATION**

**2020-2023**

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## **AGREEMENT**

This Agreement entered into as of July 15, 2020, between the Board of Trustees, Washtenaw Community College (hereinafter referred to as the "Employer") and the Washtenaw Community College Office Professional/Technical (OP/T) Association, affiliated with the Michigan Education Association/National Education Association (hereinafter referred to as the "Association").

Whereas the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and their employees with respect to hours, wages, and terms and conditions of employment.

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment for employees of the bargaining unit, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees of the bargaining unit, and the Association.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing proper service to the Community.

To these ends, the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**NOW, THEREFORE**, in consideration of the following mutual covenants, the parties agree as follows:

# **ARTICLE 1. RECOGNITION CLAUSE & UNIT DEFINITION**

## **SECTION 1.1 RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining unit as described below:

Office Professional and Technical education support personnel (OPTA), Child Care Professional (CCP), who work twenty (20) or more hours per week on a regularly scheduled basis.

## **SECTION 1.2 BOARD RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the Board, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### **SECTION 1.2.1 ASSOCIATION RIGHTS**

- A. The membership shall have the right to use College building facilities for business meetings. If additional janitorial or custodial services are required, the Association will pay for such services.
- B. The membership shall have the right to use College equipment and supplies for Association business. The Association will reimburse the College for expendable materials.
- C. The Association President shall have access to information concerning the financial resources of the College, adopted budgets, salaries, and such other information as it may reasonably require for purposes of evaluating and negotiating, and settling misunderstandings and grievances.

## **SECTION 1.3 AID TO OTHER ASSOCIATIONS**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

## **SECTION 1.4 NO STRIKE CLAUSE**

The Association and any and all employees of the bargaining unit shall not cause, engage in or sanction any strike, slow-down, or other concerted action for the term of the Agreement.

The word strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment.

**SECTION 1.5 ENTIRE AGREEMENT CLAUSE**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board of Trustees.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement, unless by mutual agreement of the parties.

**SECTION 1.5.1 ASSOCIATION OFFICERS**

The employees of the bargaining unit shall be represented by the President of the Association, the Grievance Chair, and a minimum of two Area Representatives at the Huron River Campus. The Association will notify the Administration in writing of the names of persons authorized to represent the employees of the bargaining unit. The Grievance Chair, during working hours, after notifying their immediate supervisor, without loss of pay or time, shall investigate and present grievances. The Area Representative shall perform all duties of the Grievance Chair in the Grievance Chair’s absence.

The maximum release time for any one (1) grievance shall be two (2) hours up to Step II and shall be properly logged. The Association shall be charged release time for each of the Representatives or Grievance Chair involved in the processing of a grievance. The Representatives or Grievance Chair must notify their immediate supervisor prior to leaving their workstation to investigate or present grievances.

The President of the Association shall be permitted to receive up to one and one-half (1 1/2) hours release time per week, without loss of pay or time, for the purpose of meeting with employees of the bargaining unit to address employment related issues. The President must notify their immediate supervisor prior to leaving their workstation. Meetings between the President of the Association and the Administration shall not be counted against this release time provision. The President of the Association may request additional release time, subject to the approval of the President’s Designee (for purposes of the contract, the President’s Designee or the designated representative is he employees whose job description describes them as such).

**SECTION 1.5.2 CONTRACT IMPLEMENTATION COMMITTEE**

In connection with the implementation of the new collective bargaining Agreement, the Association and the College shall institute a committee to meet on a monthly basis to discuss issues related to contract implementation and unit positions. Such meetings shall be between at least two (2) representatives of the Association Officers, the MEA Uniserv Director and two (2) representatives of Management.

**SECTION 1.6 NON-DISCRIMINATION**

The employer and the Association further agree that there shall be no discrimination with respect to the application or administration of the provisions of this Agreement on the basis of race, color, religion, national origin, sex, age, ancestry, marital status, height, weight, handicap, sexual orientation or applicable law.

## **ARTICLE 2. FREEDOM TO WORK**

### **SECTION 2.1. UNION MEMBERSHIP**

Employees of the bargaining unit covered by this Agreement are not required to join the Association as a condition of employment in accordance with applicable state law. An employee of the bargaining unit who is or becomes a member of the Association may resign in accordance with law.

- A. Membership/Dues Deduction Authorization Forms: During the life of this Agreement, the College will honor written voluntary assignments of wages using the College provided form, to the Association for payment of Association dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The College will continue to honor those written assignments already in its possession provided the assignment/authorization is in a form consistent with applicable law and this Agreement. The College will not be required to honor any authorization for dues deduction that violates or is inconsistent with the provisions set forth herein or inconsistent with the provisions of MCL 423.209 or MCL 423.410, as amended. The College assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article to continue dues deductions once notified in writing by the employee that the employee no longer authorizes deductions.
- B. When Deductions Begin: Membership deductions under all properly executed Membership/Dues Deduction Authorization forms shall become effective upon completion of the probationary period and shall be deducted twice a month (following the probationary period) and each month thereafter.
- C. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address as designated by the Treasurer and/or Membership Chair of the local Association. An alphabetical list of names of all association members and the amount of deduction from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.  

The employer shall notify the Treasurer and/or Membership Chair of the names of employees who, through a change in their employment status, are no longer subject to deductions.
- D. Termination of Membership: An employee of the bargaining unit shall cease to be subject to membership dues deductions once the College is notified in writing by the employee that the employee no longer authorizes deductions. The local unit shall be notified by the Office of Human Resource Management of the names of all employees of the bargaining unit who have terminated dues deduction authorization at the end of each month in which the termination took place.
- E. The Association shall indemnify and hold the College harmless against any and all claims, demands, suits, or other forms of liability of any kind and nature that shall arise out of action taken by the College for the purposes of complying with the provisions of Section 2.1 of this Article including any actions and proceedings related to the College's cessation of dues deductions after being advised in writing by an employee that the employee no longer authorizes deductions. The indemnity and hold harmless provisions include the costs related to defending against any claim, action or proceeding. The provisions of this article related to the College ceasing dues deductions at the written request of the employee shall not be subject to the grievance and arbitration provisions contained within this agreement

## **SECTION 2.2**

## **NEW HIRES**

- A. Upon initial hire, the employee of the bargaining unit shall be given a copy of the Agreement.
- B. The employee of the bargaining unit shall be informed that the Membership Chair of the Association may contact them.
- C. Appropriate dues deduction forms shall be made available by the Office of Human Resource Management.

## **ARTICLE 3.**

## **GRIEVANCE**

### **SECTION 3.1**

### **GRIEVANCE PROCEDURE**

- A. Purpose: The primary purpose of this grievance procedure is to secure at the earliest possible level an equitable solution to complaints or grievances of the employees of the bargaining unit.
- B. Definition: A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee of the bargaining unit in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.
- C. Time Frames: The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed in writing within twelve (12) working days after the occurrence, or after the occurrence should have been known; otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Time limits provided in the Agreement may be extended by mutual agreement when signed by both parties.
- D. Association Grievance: Matters involving Association grievances shall start at HRM Stage-Step III of the grievance process.
- E. An OPTA MEA-NEA Representative may be present at any step of the grievance procedure provided advance notice is given to the Office of Human Resource Management.
- F. Steps of The Grievance Process:

#### **Oral Stage – Step I**

Any employee of the bargaining unit having a complaint shall first take up the matter with their immediate supervisor within five (5) working days of when the complaint arises, and have an Area Representative or Grievance Chair present if desired. If no satisfactory answer or disposition is received within two (2) working days, the complaint shall move to the Written Stage-Step II.

#### **Written Stage – Step II**

If the complaint cannot be settled at the oral stage, a written grievance (on the appropriate form) may be filed by any Association Board Representative with the immediate supervisor within five (5) working days after the oral answer is given. The immediate supervisor shall return their answer in writing within five (5) working days after receiving the written grievance.

#### **HRM Stage – Step III**

If the written response from the immediate supervisor is unsatisfactory, the Association may appeal the decision in writing to the President's Designee within ten (10) working days, along with the reason it considers the written response unsatisfactory. The President's Designee or their designated representative or their designee shall meet with the Association within ten (10) working days. The grievant and no more than two

(2) Association representatives, and MEA Uniserv Director may be present at this meeting. The will then submit their answer in writing to the Association President, with a copy going to the President's Designee or their designated representative originator of the grievance, within ten (10) working days after said meeting

#### **Arbitration Stage - Step IV**

If the President's Designee or their designated representative fails to reply to the grievance or if the decision of the President's Designee or their designated representative is unsatisfactory to the Association, either party may submit the grievance to the American Arbitration Association. Within thirty (30) calendar days after the President's Designee or their designated representative response is due, the Association or the Employer, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties, and any provisions of the arbitrator's decision shall be implemented immediately. The cost of arbitration shall be equally divided between the Association and the Employer and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such cost. The parties shall be responsible for the payment of witnesses called by them except for the grievant (excluding class grievances) and two (2) officers of the Association who will suffer no loss of time or pay for attendance at arbitration proceedings.

#### **G. Power of the Arbitrator**

It shall be the function of the arbitrator and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement. They shall have no power to add to, or subtract from, disregard, alter, or modify any terms of this Agreement. They shall not require either party to commit an act, which is contrary to law. The arbitrator shall not have power to award punitive damages.

### **SECTION 3.2 TIME OF APPEALS**

Any grievance not appealed from an answer from one step to the next step of the grievance procedure within specified time limits shall be considered settled on the basis of the last answer and not subject to further review. If a grievance is not answered within the specified time, it may be moved to the next step of the grievance procedure.

Time limits may be extended only by mutual consent of the Employer and the Association.

At each step, the date of the grievance or reply shall be "zero" day with day one (1) starting the following day.

### **SECTION 3.3 WITHDRAWAL OF CASES**

A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such an event, the withdrawal without prejudice will not affect financial liability.

After a case has been referred to the arbitrator the case may be withdrawn by either party by mutual consent.

### **SECTION 3.4 PAYMENT OF BACK PAY CLAIMS**

If the Employer fails to give an employee of the bargaining unit work to which their seniority (length of service) and ability entitles them, and a written notice of their claim is filed within thirty (30) calendar





**SECTION 4.4**

**SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the Association President, Vice President, Grievance Chair, Secretary, and Treasurer, of the local unit shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available.

**ARTICLE 5.**

**LAYOFF & RECALL PROCEDURE**

**SECTION 5.1**

**LAYOFF**

- A. The word "layoff" means a reduction in the working force due to a decrease in work, or financial, or budgeting considerations. Whenever a layoff occurs the following procedure will be followed:
  - 1. The affected employee of the bargaining unit shall be placed into a vacant position within their classification providing the employee of the bargaining unit is qualified, on the basis of qualifications and experience, related to the particular job description in question, as determined by management, to perform the work.
    - a. If more than one vacancy exists in the bargaining unit employee's classification, the employee of the bargaining unit shall have the choice as to which position they will be placed in provided they meet the qualifications of the vacant position.
  - 2. If there is no vacant position within the bargaining unit employee's classification, the employee of the bargaining unit shall have the right to bump an employee of the bargaining unit of lesser seniority within their classification provided they are qualified to perform the work.
    - a. The employee of the bargaining unit shall first attempt to bump the least senior employee of the bargaining unit within their classification. If they do not secure this position they shall continue to attempt to bump within the classification in reverse order of seniority beginning with the least senior employee in their classification.
    - b. Should the employee of the bargaining unit not secure a position in their classification they shall follow the above procedure within the next lower classification. This process may be continued until all possibilities in lower classifications have been exhausted. If the employee of the bargaining unit secures a position in a lower classification they shall receive their current rate of pay for the remainder of the current fiscal year.
  - 3. All subsequent employees of the bargaining unit displaced, as a result of the initial layoff shall follow the procedure in (1) and (2) above.
    - a. When an employee of the bargaining unit is subject to layoff, that employee of bargaining unit shall be notified by the Office of Human Resource Management ten (10) working days in advance of the date the layoff will occur and at that time shall be notified of the position for which they qualify as outlined in (1) and (2) above.
- B. At least ten (10) working days prior to the employee of the bargaining unit receiving their notice of the layoff, the matter shall be discussed between the Office of Human Resource Management and the Association.
- C. When an employee of the bargaining unit accepts a lower classification as a result of the layoff procedure, if mutually agreeable between the supervisor and the employee of the bargaining unit, they shall return to their former position should it be vacated. This option shall be exercised within five (5) working days. If they fail to take the position, the job will immediately be posted under Article 6.00.

- D. Probationary employees and non-unit part-time employees shall be laid off before full-time and permanent part-time employees of the bargaining unit.
- E. Interim Position Openings: If an interim position becomes available during the time any employee of the bargaining unit is on layoff status, the College agrees to offer the position to the most senior qualified employee of the bargaining unit. Employment under these conditions shall not affect the layoff status of the employee of the bargaining unit.

**SECTION 5.2                                RECALL PROCEDURE**

When the working force is increased after a layoff, employees of the bargaining unit will be recalled according to bargaining unit-wide seniority as defined in Section 4.1, provided they are qualified to perform the work and to the classification they held prior to any bumping under section 5.1. Notice of recall shall be sent to the employee of the bargaining unit, at their last known address, by certified mail delivered to addressee only. If an employee of the bargaining unit fails to report for work within fifteen (15) consecutive days after delivery or attempted post office delivery, they shall be considered a quit. The College's obligation to return an employee from laid off status shall be limited to a period of nine (9) months.

**SECTION 5.3                                POSITION ELIMINATION**

- A. If the College determines that a position within the bargaining unit is to be eliminated, the following procedure will be followed:
  - 1. The affected employee of the bargaining unit shall be placed into a vacant position within their classification providing the employee of the bargaining unit is qualified, on the basis of qualifications and experience, related to the particular job description in question, as determined by management, to perform the work.
    - a. If more than one vacancy exists in the employee of the bargaining unit's classification, the employee of the bargaining unit shall have the choice as to which position they will be placed in provided they meet the qualifications of the vacant position.
  - 2. If there is no vacant position within the bargaining unit employee's classification, the employee of the bargaining unit shall have the right to bump an employee of the bargaining unit of lesser seniority within their classification provided they are qualified to perform the work.
    - a. The employee of the bargaining unit shall first attempt to bump the least senior employee of the bargaining unit within their classification. If they do not secure this position they shall continue to attempt to bump within the classification in reverse order of seniority beginning with the least senior employee of the bargaining unit in their classification.
    - b. Should the employee of the bargaining unit not secure a position in their classification they shall follow the above procedure within the next lower classification. This process may be continued until all possibilities in lower classifications have been exhausted. If the employee of the bargaining unit secures a position in a lower classification they shall receive their current rate of pay for the remainder of the current fiscal year or six months, whichever is greater.
  - 3. All subsequent employees of the bargaining unit displaced as a result of the initial position elimination shall follow the procedure in (1) and (2) above.
  - 4. When a bargaining unit employee's position is eliminated, that employee of the bargaining unit shall be notified by the Office of Human Resource Management ten (10) working days in advance of this elimination and at that time shall be notified of the position for which they qualify as outlined in (1) and (2) above.

- B. At least ten (10) working days prior to the employee of the bargaining unit receiving their notice of the elimination of their position, the matter shall be discussed between the Office of Human Resource Management and the Association.

## **ARTICLE 6. PROMOTIONS, TRANSFERS, & DEFINITION OF EMPLOYEE CATEGORIES**

### **SECTION 6.1 PROMOTIONS AND TRANSFERS**

- A. Posting: If a new position or permanent vacancy occurs in a classification covered by this Agreement and the College determines to fill such opening, the open position shall be posted for a period of five (5) working days using College resources.
- B. A permanent vacancy occurs when an employee of the bargaining unit leaves a position for a reason other than an approved leave. Employees of the bargaining unit who desire such open positions may submit their online employment application, within the posting period. Any such position opening may be filled temporarily by the College until there has been a permanent award of the job to an employee of the bargaining unit.
- C. Transfers:
  1. **Voluntary Transfer**: A voluntary transfer occurs when an employee of the bargaining unit is placed in another Association position that is the same or lesser position classification. All voluntary transfer requests shall be initiated through the association executive board. This shall be done when there are rare and extenuating circumstances, and only if the employee of the bargaining unit meets the minimum requirements as stated in the job description. The final decision shall remain with the College.
  2. **Involuntary Transfer**: An involuntary transfer occurs when an employee of the bargaining unit is placed in another Association position that is same or lesser position classification at the discretion of the College. If an employee of the bargaining unit is involuntarily transferred, they shall suffer no loss of annual salary resulting from a reduction in wages and/or work for the duration of the assignment.

Employees of the bargaining unit normally assigned to specific locations may expect to enjoy continuity in such assignments. An involuntary transfer shall not take place without prior discussion with the affected employee of the bargaining unit and the Association, in which any objections to the assignment by the employee of the bargaining unit or Association shall be considered before the final decision is made. The final decision shall remain with the College.

Promotion: A promotion is defined as an employee of the bargaining unit being granted or placed in a bargaining unit position that is greater than the current position classification

Employees of the bargaining unit shall be eligible for only one (1) promotion within a twelve (12) month calendar period. New hires are not eligible for promotion or transfer for nine (9) months after their hire date. If the employee of the bargaining unit reverts back to their former position during the trial period, the trial period shall not apply.

When an employee of the bargaining unit is promoted to a higher level, they shall have their wage set at the wage minimum or at 5% per level promoted per hour over their current wage, whichever is greater. When an employee of the bargaining unit moves to a lower level, they shall have their wage reduced by 35 cents per hour per level.

- D. Selection: From among the employees of the bargaining unit who bid on positions and meet the minimum requirements of the posted position, the employer will make a selection and grant one

(1) employee of the bargaining unit a thirty (30) working day trial period. The selection of the employee of the bargaining unit shall be made on the basis of qualifications and ability for a particular position, as determined by the employer. At least the two most senior employees of the bargaining unit who bid on the position and who meet the minimum qualifications for the position shall be interviewed by the hiring supervisor.

- E. Announcement/Denial: The employer will announce the successful applicant, if any, within ten (10) working days after the close of the posting period. All employees of the bargaining unit who are applicants for such openings shall be notified, in writing, of the disposition of their application.
- F. Trial Period: When a bargaining unit employee's job bid is accepted, they will be given a trial period not to exceed thirty (30) working days. If at any time within the trial period the employee of the bargaining unit is disqualified for the job, they shall be returned to the permanent job they held prior to the accepted bid. During the thirty (30) working day trial period, the employee of the bargaining unit shall have the opportunity to revert back to their former position. The employee of the bargaining unit shall inform in writing to their current supervisor of the decision of voluntary reversion copying the Labor Relations Associate, and the Director of Human Resource Services, or designee. Under these circumstances of disqualification and/or voluntary reversion, the Association President will be notified when the position is reposted.

If an employee of the bargaining unit reverts back to their former position during the thirty (30) working day trial period, the following procedure will be followed:

1. The position will be reposted internally for a period of three (3) working days.
  2. If internal applicants apply that applied for the initial posting, they shall be considered for the position unless they withdraw from consideration.
  3. The selection process shall be the same as outlined in Section D of this Article.
  4. If no internal applicant wishes to apply for the reposted position, the position may be posted for external candidates.
- G. Temporary Assignment: An employee of the bargaining unit required by the employer to work in a higher classification on a temporary basis for at least three (3) consecutive working days shall be paid at the rate of the higher classification for all days worked in the higher classification. If an employee of the bargaining unit has previously worked at least three (3) days in that same higher position during a consecutive twelve (12) month period, they shall automatically receive the higher classification pay.
  - H. External Applications: If there are no qualified applicants for any open and posted position, the College may fill the job at its discretion with an external applicant.

No new employee or outside office service representative (Manpower, Kelly Girls, etc.) shall be hired to fill a position while a qualified regular employee of the bargaining unit is on layoff status and elects to take such a position.

- I. Reclassified Positions: An incumbent whose bargaining unit position has been reclassified shall not be required to bid on the reclassified position, provided that they meet the minimum qualifications of the position. Furthermore, the incumbent shall automatically be placed in the reclassified position provided that the aforementioned conditions are met.
- J. It is not the Employer's intent to utilize part-time employees to circumvent the hiring of WCC OPT full-time employees.
- K. Part-time employees shall be kept to a minimum. The Employer retains the right to employ part-time employees on an emergency basis or to fit necessary work schedules.

## **SECTION 6.2**

### **TEMPORARY ASSIGNMENTS/NON-UNIT PART TIME EMPLOYEES/SUBSTITUTION LIST**

The following provisions stipulate the circumstances under which the employer may hire temporary and non-unit part-time employees.

No employee or group employees who are not full-time employees of the College may be given wages or other benefits superior to wages or benefits that they would have received as full-time employees of the bargaining unit for the same or equal work.

Non-unit part-time employees are defined as those employees who are assigned to work less than twenty (20) hours per week. These employees shall not be employees of the bargaining unit.

Non-unit temporary assignment employees are defined as those employees who are assigned to work in an interim, substitute, temporary, or grant and experimental program capacity. These employees shall not be employees of the bargaining unit.

Employees of the bargaining unit may request a temporary work assignment in an interim or substitute capacity without limitation to hours per year. The employee of the bargaining unit must obtain the consent of both supervisors in writing before requesting the assignment. The Association will provide the employer with a list of employees of the bargaining unit desiring to fill such positions quarterly.

#### **SECTION 6.2.1**

#### **DEFINITION OF EMPLOYEE CATEGORIES**

A temporary position may be created for a period of time not to exceed one (1) year.

##### **A. Permanent Part-Time Employees**

Permanent part-time employees of the bargaining unit who work twenty (20) or more hours per week for twelve (12) months will be covered by this Agreement according to the following specific provisions:

1. Wages shall be established at the time of negotiations (Appendix B).
2. These employees will accrue Paid Time Off on a prorated basis according to Appendix H and schedule 11.2 B (Permanent Part Time) of this Agreement.
3. These employees will be granted holidays as specified in this Agreement, but on a prorated basis according to the number of hours normally worked on that day.
4. These employees will not be hired or utilized to circumvent the hiring of full-time employees.
5. The College will provide life insurance and long-term disability for these employees according to their base compensation.
6. Eligible employees shall receive one-half (1/2) the longevity payment as stipulated in Appendix D.

**B. Interim Employees:** Vacancies caused by an approved leave of absence, illness, transfer, personal leave, jury duty, posted new positions, transfer/promotion to temporary assignments, resignation, or death of incumbent employees, etc., may be filled by interim/substitute employees. Interim employees shall have a comparable skill level for the position. Employees hired to fill such vacancies shall not be covered by the terms and conditions of this Agreement except for rates of pay. In the event the employee on leave does not return, such positions shall then be posted, according to the provisions of this Agreement.

Employees of the bargaining unit filling such positions will be covered by all terms and conditions of this Agreement and may be eligible for pay under Section 6.1(G).

- C. Temporary Employees: The College may hire temporary employees for periods up to one year. Non-Association temporary employees are not covered by the terms and conditions of this Agreement.

Employees of the bargaining unit may also serve in temporary positions for up to one (1) calendar year. These employees of the bargaining unit shall retain all benefits under the terms of this Agreement for a period of one (1) calendar year; and shall continue to pay dues. The one (1) calendar year limitation may be extended for any temporary employee by mutual consent of the parties.

- D. Part-Time Employees: A part-time employee shall be limited to a maximum of 1,100 hours within any one (1) fiscal year (July - June) except for peak periods; part-time employees shall also be limited to less than twenty (20) hours on a weekly basis. Part-time employees are not covered by the terms and conditions of this Agreement.
- E. Grant and Experimental Program Employees: Personnel employed in positions created under grants or experimental programs shall not be covered by the terms and conditions of this Agreement. Said employees shall have no employment continuation rights beyond the life of the grant, experimental program, or project. Except that an employee of the bargaining unit promoted to a grant or experimental program position shall have their bargaining unit position held for them for a period of up to one (1) calendar year. These employees of the bargaining unit shall retain all benefits under the terms of this Agreement for a period of one (1) calendar year. At the conclusion of one (1) calendar year, the employee of the bargaining unit shall return to their former position or forfeit all employment rights under the terms of this Agreement.

An interim employee may be hired to fill the vacated position until the employee of the bargaining unit returns to the vacated position.

- F. In no case will temporary or part-time employees be used to circumvent the hiring of WCC OPT full-time employees.
- G. Interim, temporary, or substitute employees will not be worked overtime when regular employees are available and ready for work.
- H. Employees of the bargaining unit will be given the opportunity to accept overtime work declined by employees of the bargaining unit in other departments if they are available and qualified. The Association will provide the employer with a list of employees of the bargaining unit interested in such overtime work on a quarterly basis.

### **SECTION 6.3**

### **ASSIGNMENT TO NON-BARGAINING UNIT POSITIONS**

All such assignments shall be on a voluntary basis by employees of the bargaining unit, if such assignment is for more than one (1) day.

If an employee of the bargaining unit is transferred to a position not included in the unit and is thereafter transferred again to a position within the unit, they shall have accumulated seniority, for up to one year, while working in the position to which they were transferred. Employees of the bargaining unit transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement for a period of one (1) year.

## **ARTICLE 7. NEW CLASSIFICATIONS, JOB DESCRIPTIONS & EVALUATIONS**

### **SECTION 7.1 NEW CLASSIFICATION AND RATES**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the College shall establish a classification and rate.

The Association shall have three (3) working days in which to review the new classification, rate, and requirements before the position is posted. If the Association does not agree to the rate or classification, it shall be subject to the grievance procedure.

### **SECTION 7.2 JOB DESCRIPTIONS**

- A. Position descriptions developed by College management shall serve as guidelines and be in effect until such time as College management develops new job descriptions. Job descriptions shall be subject to review by the employee of the bargaining unit and their immediate supervisor at the time of the bargaining unit employee's annual performance review. This shall not restrict the ability of College management to create new positions or make classification changes or job assignments within the bargaining unit, except as prohibited by and/or subject to the conditions of this Agreement.
- B. The College shall share with the Association President a copy of all new, updated, or reclassified bargaining unit jobs prior to posting. If the Association wishes to respond, it must do so in writing within three (3) working days after receipt of notice.
- C. The College and the Association shall continue a comprehensive review of all current job descriptions to ensure that essential job duties, responsibilities, and qualifications are in alignment within grade levels.

### **SECTION 7.3 PERFORMANCE APPRAISAL**

- A. Each employee of the bargaining unit shall be evaluated by their immediate supervisor no less often than annually for the purpose of assessing the bargaining unit employee's work performance. The performance appraisal form itself shall not be considered a disciplinary document.
- B. All performance appraisals shall be provided in writing to the employee of the bargaining unit with a copy being placed in the employees of the bargaining unit personnel file. The immediate supervisor shall meet with the employee of the bargaining unit to discuss the performance appraisal. Upon receipt of the performance appraisal, the employee of the bargaining unit shall sign the performance appraisal form, acknowledging such receipt. However, in no case shall the employee of the bargaining unit's signature be construed to mean that they agree with the content of the performance appraisal.
- C. If the employee of the bargaining unit disagrees with the performance appraisal, they may submit a written response to their immediate supervisor within fifteen (15) working days of receiving the performance appraisal. The written response shall be attached to the performance appraisal form included in the bargaining unit employee's personnel file. Under no circumstances shall the contents of performance appraisal be subject to the grievance procedure.
- D. No employee of the bargaining unit shall be permitted to conduct or give input on a performance appraisal of another employee of the bargaining unit.



**SECTION 7.4 PERFORMANCE IMPROVEMENT PLAN (PIP)**

If an employee of the bargaining unit has unsatisfactory performance, a Performance Improvement Plan (PIP) shall be put in place. Prior to a PIP, the employee of the bargaining unit must be notified when a concern arises. Once a performance improvement plan is in place, a follow-up performance appraisal shall be conducted in accordance with such plan. Performance improvement plans shall consist of the specific area for improvement, support that will be given by their immediate supervisor, indication of what will determine successful improvement, and the timeframe in which improvement will be expected. The timeframe will be ninety (90) calendar days unless extended.

A progress meeting shall take place no later than forty-five (45) calendar days into the plan with the President’s Designee, the Supervisor, the employee of the bargaining unit, and an association representative.

The college shall communicate a decision to the employee of the bargaining unit, the OPT Association President, and Grievance Chair within twenty four (24) hours from the deadline date of the PIP. Failure to communicate a decision in writing shall be deemed a satisfactory completion of the PIP.

**ARTICLE 8. VETERANS**

**SECTION 8.1 VETERANS**

The College will abide by the applicable laws and regulations concerning Veterans.

**ARTICLE 9. DISCIPLINE**

**SECTION 9.1 DISCIPLINE**

No employee of the bargaining unit shall be disciplined without just cause.

**SECTION 9.1.1 PROGRESSIVE DISCIPLINE**

Progressive discipline, for purpose of this Agreement, shall be defined as: disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of a documented oral reprimand and a written reprimand prior to suspension and/or termination. Supervisors shall address specific performance issues within five (5) working days of identification of the issue(s).

**SECTION 9.1.2 TERMINATION AND SUSPENSION**

Prior to issuing a termination or suspension, the College must afford the employee of the bargaining unit an opportunity to respond to the specific reasons for which the disciplinary action is being considered. The College shall notify employees of the bargaining unit that representation may be present for the issuance of reprimands, as well as for all suspension and/or termination proceedings.

**A. Notice of Termination and Suspension**

If an employer determines that a termination or suspension is warranted after the pre-disciplinary proceedings, the employer agrees to notify the employee of the bargaining unit in writing, and their Association President of the termination or suspension. Said written notice shall contain the specific reasons for the termination or suspension.

In cases of suspension or termination, the employee of the bargaining unit must be given the opportunity to retrieve their personal belongings from the workplace.

### **SECTION 9.1.3**

### **APPEAL OF DISCHARGE**

Should the terminated employee of the bargaining unit or the Area Representative consider the termination to be improper, a complaint shall be presented, in writing, through the Area Representative to the President's Designee with a copy going to the President of the College within two (2) regularly scheduled working days of the termination. The President's Designee, or their designated representative, will review the termination and give their answer in writing three

(3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the final step of the grievance procedure.

### **SECTION 9.1.4**

### **USE OF PAST RECORD**

In imposing any discipline on a current charge, the College will not take into account any prior infractions, which occurred more than eighteen (18) months previously.

### **SECTION 9.1.5**

### **COMPLAINTS**

Complaints, which are not of a harassment or discriminatory nature, that may result in disciplinary action and which are received against an employee of the bargaining unit from students or other staff, by the administration shall be discussed with the employee of the bargaining unit and the Association President and/or their representative within five (5) working days of receipt of the complaint by the bargaining unit employee's immediate supervisor.

## **ARTICLE 10.**

## **WORKING HOURS, SHIFT PREFERENCE, SHIFT PREMIUM & OVERTIME**

### **SECTION 10.1**

### **WORKING HOURS, SHIFT PREFERENCE AND SHIFT PREMIUM**

#### **A. Working Hours**

The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

A shift shall be considered a regular shift if it is of duration of at least seven (7) calendar days.

#### **B. Shift Preference**

When the opportunity for a shift change occurs, the senior qualified employee of the bargaining unit in the department/unit shall be considered before any shift change is made.

#### **C. Shift Premium**

All regular second (2nd) shift employees of the bargaining unit shall receive twenty-five (25) cents above their base rate. All regular third (3rd) shift employees of the bargaining unit shall receive thirty-five (35) cents above their base rate.

### **SECTION 10.2**

### **WORKDAY, WORKWEEK, WORK YEAR**

- A. Workday: The regularly scheduled workday for regular full-time employees of the bargaining unit shall be eight (8), nine (9), or ten (10) hours dependent upon workweek schedule authorized by College excluding a sixty (60) minute non-paid lunch period. Employees of the bargaining unit may take a thirty (30) minute lunch period if this is mutually acceptable to the bargaining unit employee's immediate supervisor. A workday shall be defined as any hours worked between 12:00 AM (Midnight) and 11:59 PM within one (1) calendar day.

B. Workweek: Notwithstanding the provisions of Section 10.3 (Overtime), the College shall be authorized to schedule positions within the unit and shall normally be of forty (40) hours duration.

**Eight (8) hour shifts:**

Monday – Friday

Tuesday-Saturday

C. Work Year/Children's Center: The work year for the Children's Center employees of the bargaining unit shall approximately coincide with the academic calendar and shall be two hundred and ten (210) working days.

D. Break/Rest Period: Employees of the bargaining unit may take a fifteen (15) minute break for every four (4) hours of work. The work break may be scheduled by the supervisor.

E. Emergency Closing: The employees of the bargaining unit shall suffer no loss of base pay in the event the College is closed due to an "emergency closing" or "delayed opening." "Emergency closing" shall be defined as those instances when it has been determined by the College that there is a direct threat to the health, safety and well-being of employees and the College has been closed. An "emergency closing" differs from a "delayed opening" or the "cancellation of classes."

F. Accrual: The workweek for purposes of PTO accrual and/or usage, shall be defined as forty (40) clock hours.

**SECTION 10.3**

**OVERTIME**

If an employee of the bargaining unit is requested to work overtime, the overtime pay shall be paid using the following formula:

**Full-Time Employees:**

$(\text{Base Rate} \times 1.5) + \text{Shift Premium} + (\text{Longevity}/2080)$

**210-day Employees:**

$(\text{Base Rate} \times 1.5) + \text{Shift Premium} + (\text{Longevity}/1680)$

Employees of the bargaining unit may be scheduled to work overtime based on area needs and priorities under the following conditions:

- Only after the voluntary process is exhausted.
- Equalization among those who are mandated; lowest to highest.
- Limit required overtime for each person to six (6) hours per week during peak period.
- Given reasonable notification - two (2) days' notice, except emergencies.

A. Time And One-Half: Time and One-Half shall be paid as follows:

1. For regularly scheduled hours in excess of eight (8), nine (9), or ten (10) hour shifts in any workday, or in excess of forty (40) per workweek.
2. When the College is closed due to an emergency closing or delayed opening if the employee of the bargaining unit is required to work.
3. Under no condition will employees of the bargaining unit receive compensatory time off for overtime hours worked.

B. Double Time: Double Time shall be paid as follows:

1. For all hours worked on Sunday.
2. For all hours worked on holidays as defined in this Agreement in addition to holiday pay.

Overtime shall not be pyramided, compounded, or paid twice for the same hours worked.

- C. Recall Overtime Pay: Any employee of the bargaining unit recalled for overtime duty shall be guaranteed at least four (4) hours of pay at the rate of time and one-half provided that there has been a lapse time of at least one (1) hour between the bargaining unit employee's assigned shift and the overtime assignment. The terms of this section shall not apply when the overtime is continuous with the beginning or ending of a work shift.

Overtime hours shall be divided as equally as possible among employees of the bargaining unit in the same department/unit.

#### **SECTION 10.4 REPORTING SYSTEM**

Employees of the bargaining unit shall use UltraTime or other procedure established by the College to report absences from work.

### **ARTICLE 11. HOLIDAYS & PAID TIME OFF**

#### **SECTION 11.1 HOLIDAYS**

- A. 12-Month Employees: Paid Holidays for twelve (12) month full-time employees are designated as follows:

- Martin Luther King Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- Day before Christmas Eve or after Christmas Day as determined by management
- Two (2) additional days during the Christmas Season as determined by management.
- Day before New Year's Day
- New Year's Day
- Four (4) hours on State and National Election days, excluding Primaries (the four (4) hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours)

- B. Christmas Holiday: Management shall determine whether the College is closed for the Holiday on the day before Christmas Eve or the day after Christmas, as well as the day on which the additional day during the Christmas season will be observed. Employees of the bargaining unit shall be notified in advance of the designated days.

- C. Holiday Observance: Holidays shall be observed in accordance with the dates designated by the College.

Any designated Holiday that falls on Saturday, Friday shall be considered as the Holiday. Should a Holiday fall on Sunday, Monday shall be considered as the Holiday.

## SECTION 11.2

## PAID TIME OFF (PTO)

### A. PTO

The College maintains a PTO program for the purpose of providing the employees of the bargaining unit with the opportunity to take time away from work without loss of compensation. The PTO program is all-inclusive paid time off program that replaced vacation leave, sick leave, floating holiday, birthday, and personal business days. PTO is paid at the bargaining unit employee's current rate of pay.

### B. PTO Eligibility

The amount of PTO which an employee of the bargaining unit is entitled to, will be determined by the number of full years of continuous service completed by an employee in an Association classification as of July 1st. Effective July 1st of each year of this Agreement, employees of the bargaining unit will receive PTO using the following schedule:

#### **12-Month Employees (hired on or before of June 30, 2020)**

- 0 through 1 year of service      88 hours
- 1 through 2 years of service      240 hours
- 3 through 5 years of service      256 hours
- 6 through 14 years of service      288 hours
- 15 through 19 years of service      296 hours
- 20 years of service and over      308 hours

#### **12-Month Employees (hired after July 1, 2020 or ratification of contract, whichever is later)**

- 0 through 1 year of service      88 hours
- 1 through 2 years of service      160 hours
- 2 through 3 years of service      240 hours
- 3 through 5 years of service      256 hours
- 6 through 14 years of service      288 hours
- 15 through 19 years of service      296 hours
- 20 years of service and over      308 hours

#### **210-Day Employees**

- 0 through 1 year of service      80 hours
- 1 through 2 years of service      152 hours
- 3 through 5 years of service      160 hours
- 6 through 14 years of service      176 hours
- 15 through 19 years of service      180 hours
- 20 years of service and over      196 hours

## Permanent Part-Time Employees

- 0 through 1 year of service 56 hours
- 1 through 2 years of service 120 hours
- 3 through 5 years of service 128 hours
- 6 through 14 years of service 144 hours
- 15 years of service and over 148 hours

### C. PTO Guidelines

#### 1. PTO Scheduling

- a. To the extent possible, PTO is to be requested and approved by the bargaining unit employee's supervisor in advance. Request for approval of PTO must be submitted to the supervisor at least two (2) working days prior to the first day of the leave. PTO will be scheduled on a first come basis and no bumping of PTO will be allowed.
- b. Supervisors are responsible for scheduling PTO in a manner, which balances the operational and service delivery needs of the College with the time off preferences of the employee of the bargaining unit. The College reserves the right to deny PTO requests, which may have an adverse effect on its operations.

#### 2. PTO Reporting

- a. The College will maintain a PTO account for each eligible employee of the bargaining unit and track the beginning balance, current balance, and usage in a fiscal year.

Employees of the bargaining unit shall use UltraTime or other procedure established by the College to report absences from work.

#### 3. PTO Carryover Limits

- a. **Full-Time employees of the bargaining unit** may carry eighty (80) hours of PTO over from one fiscal year to the next. If a full-time employee of the bargaining unit carries eighty (80) hours over, an additional incentive of eight (8) hours shall be included making the total carryover eighty-eight (88) hours.

The maximum number of PTO hours a full-time employee of the bargaining unit may have in their account on July 1st of the fiscal year is:

#### **12-Month Employees (hired on or before June 30, 2020)**

- 1 through 2 years of service 328 hours
- 3 through 5 years of service 344 hours
- 6 through 14 years of service 376 hours
- 15 through 19 years of service 384 hours
- 20 years of service and over 396 hours

#### **12-Month Employees (hired after July 1, 2020 or ratification of contract, whichever is later)**

- 1 through 2 years of service 248 hours
- 2 through 2 years of service 328 hours

- 3 through 5 years of service      344 hours
- 6 through 14 years of service      376 hours
- 15 through 19 years of service      384 hours
- 20 years of service and over      396 hours

b. **210-day Children’s Center employees of the bargaining unit** may carry over sixty-four (64) hours of PTO from one fiscal year to the next. If a two hundred ten-(210) day employee of the bargaining unit carries over sixty-four (64) hours, an additional incentive of six (6) hours shall be included making the total carryover seventy (70) hours.

The maximum number of PTO hours a two hundred ten (210)-day employee of the bargaining unit may have in their account on July 1st of the fiscal year is:

- 1 through 2 years of service              222 hours
- 3 through 5 years of service              230 hours
- 6 through 14 years of service              246 hours
- 15 years through 19 years of service      250 hours
- 20 years of service and over              266 hours\*

c. **Permanent Part-Time employees of the bargaining unit** may carryover forty (40) hours of PTO from one fiscal year to the next. If a permanent part-time employee of the bargaining unit carries over forty (40) hours, an additional incentive of four (4) hours shall be included making the total carry over forty-four (44) hours.

The maximum number of PTO hours a permanent part-time employee of the bargaining unit may have in their account on July 1st of the fiscal year is:

- 1 through 2 years of service      164 hours
- 3 through 5 years of service      172 hours
- 6 through 14 years of service      188 hours
- 15 years of service and over      192 hours

4. Separation from the College

Upon separation from the College, an employee of the bargaining unit must be paid any unused balance in their PTO account in addition to any accrued PTO.

D. New Employees

All new employees to the bargaining unit, after completion of their probationary period, shall receive PTO time based on their classification (see chart below) during their first year of employment.

| <b>Classification</b>                  | <b>PTO Hours</b> |
|--|------------------|
| 12-Month Full Time Employees           | 88               |
| 210-Day Employees                      | 80               |
| 12-Month Permanent Part Time Employees | 56               |

Beginning the following July 1st, (the beginning of the next fiscal year after an employee of the

bargaining unit is hired) new hires shall be placed on the appropriate schedule as outlined in Appendix F, G, H and shall be permitted to carryover all of their unused PTO time. At the point of hire, the College will provide an individualized statement of PTO that is effective when the employee of the bargaining unit completes their probationary period. (See Appendix I)

E. Grandparent Clause

On July 1, 2005, the PTO program superseded the vacation, sick, personal business, birthday, and floating holiday pay programs previously in effect. At the time of conversion, bargaining unit employee's sick account balances were placed in their individual sick leave reserve account. Sick leave reserve may be used if requested in writing to Human Resources for absences in excess of four (4) consecutive days due to personal illness or FMLA qualified leave. HRM will credit the individual's PTO balance for approved sick leave reserve usage. Sick leave reserve may be used to meet the entire ten (10) day waiting period for access into the sick bank.

## **ARTICLE 12. BENEFITS**

Flexible Benefits Plan: The insurance and benefits listed below (12.10 Life Insurance; 12.20 Health Insurance; 12.30 Dental Insurance; 12.40 Long-Term Disability Insurance; and 12.50 Employee Reimbursement) shall be incorporated in the flexible benefits plan menu outlined below.

### **SECTION 12.1 LIFE INSURANCE COVERAGE OPTIONS**

A. The Board of Trustees will provide universal life insurance for each employee of the bargaining unit. The insurance shall become effective on the date of hire and terminate at retirement or other termination of employment. Amount of insurance is one (1x) times the employee's annual base pay to the nearest thousand.

Optional Coverage: Each employee of the bargaining unit shall have the option to buy at their expense additional life insurance up to one (1x) times or two (2x) times base salary at the cost of such additional insurance to the College. The effect of this option is to double the amount of life insurance. All bargaining unit employees' contributions will be applied to pay cost of term insurance and to purchase units of paid-up life insurance, which may be retained or cashed in at retirement or other termination of employment.

At age 65 the value of life insurance will be reduced as provided by the terms of the insurance policy.

B. Dependent Term Life Insurance Coverage

Employees of the bargaining unit may purchase dependent term life insurance in accordance with the underwriter's policy. Said insurance shall be at no cost to the College.

### **SECTION 12.2 HEALTH INSURANCE COVERAGE OPTIONS**

#### **SECTION 12.2.1 FULL-TIME EMPLOYEE HEALTH INSURANCE BENEFITS**

A. The College shall provide health insurance option(s) equal to the faculty plan offerings of each benefit year for all full-time employees of the bargaining unit and their eligible dependents.

B. Option-out Coverage, employee of the bargaining unit is entitled to \$1,500 rebate, divided by 26 pays, paid to the employee of the bargaining unit on a bi-weekly basis.

#### **SECTION 12.2.2 PART-TIME EMPLOYEES INSURANCE BENEFITS**

Part-time employees of the bargaining unit, who work twenty (20) or more hours but less than forty (40) hours per week, are entitled to health insurance and dental insurance coverage, provided the employee enrolls. The College agrees to pay the proportionate ratio of the



premium for the entire twelve (12) month period on the following scale:

- More than twenty (20) hours per week, but less than thirty (30) hours, one-half (1/2) of each monthly premium.
- Thirty (30) or more hours per week, but less than forty (40) hours, three-fourths (3/4) of each monthly premium.
- The employer will deduct the remaining necessary amount from the pay of the affected employee of the bargaining unit enrolling for such Insurance.

### **SECTION 12.3 DENTAL INSURANCE COVERAGE OPTIONS**

- A. The College shall provide dental insurance option(s) at 80/20 coverage equal to the faculty plan offerings of each benefit year for all full-time employees of the bargaining unit and their eligible dependents. The same dental insurance option shall be provided to the part-time WCC OPT employees of the bargaining unit on a pro-rated basis.
- B. Employees of the bargaining unit who option-out of coverage are entitled to an annual \$150 rebate refunded in equal payments through regular bi-weekly payroll.

### **SECTION 12.4 LONG-TERM DISABILITY (LTD) COVERAGE OPTIONS**

- A. The College shall provide each permanent employee of the bargaining unit with the LTD in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be \$3,000. The minimum monthly benefit shall be the greater of \$100 or 10% of the monthly benefit before deductions for other income benefits.
- B. The insurance elimination period for employees of the bargaining unit shall be ninety (90) days. All sick leave benefits shall end when the LTD benefits are applicable to the employee of the bargaining unit.

### **SECTION 12.5 EMPLOYEE REIMBURSEMENT OPTIONS**

- A. Employees of the bargaining unit may voluntarily elect to contribute to an employee reimbursement account and pay for dependent care expenses with pre-tax dollars under this plan. The maximum account amount is \$5,000 per subscriber per year.
- B. Employees of the bargaining unit may voluntarily elect to contribute to a bargaining unit employee's reimbursement account and pay for unreimbursed medical expenses with pre-tax dollars under this plan. The maximum account amount is \$7,000 per subscriber per year.

### **SECTION 12.6 WORKER'S COMPENSATION**

Each employee of the bargaining unit shall be covered by the applicable worker's compensation laws. The College further agrees that an employee of the bargaining unit granted worker's compensation will receive an amount to be paid by the College sufficient to make up the difference between bargaining unit employee's worker's compensation payment and 75% of their net base weekly salary, based upon the employees of the bargaining unit regular work schedule for a period up to twelve (12) months. The College further agrees that an employee of the bargaining unit granted worker's compensation will receive fringe benefits for a period up to twelve (12) months.

The College agrees to hold open the bargaining unit employee's position or its equivalent for a period of twelve (12) months. If the employee of the bargaining unit is certified by the College's physician to return to active employment, the employee of the bargaining unit shall be allowed to return to their former position without prejudice. In any event, there shall be no requirement to continue the employment of the employee of the bargaining unit if the employee of the bargaining unit is unable to return to work within twelve (12) months.

**SECTION 12.7****REQUEST FOR PAYROLL DEDUCTION**

Employees of the bargaining unit may, by executing as required the proper form as provided by the College, have automatic payroll deduction for the following:

- Credit Union
- Group Life Insurance
- College Sponsored TSA's
- TIAA/CREF
- United Way
- WCC Foundation
- Dues deduction

**SECTION 12.8****COLLEGE PROVIDED REIMBURSEMENT**

The College must reimburse all employees of the bargaining unit up to one-hundred (\$100) dollars, each year of this agreement for their personal dental or vision expenses, or health club membership dues incurred which are not covered under applicable insurances. The employee must submit itemized receipts with a completed request for College Provided Reimbursement Form to the Office of Human Resource Management.

**ARTICLE 13.****LEAVES OF ABSENCE****SECTION 13.1****SICK BANK/SHORT-TERM PERSONAL ILLNESS**

The primary purpose of the sick bank is to protect the bargaining unit employee's earning power during periods of unavoidable absence due to their medical incapacity to perform the responsibilities of their job.

- A. The College shall establish a sick bank on the effective date of this Master Agreement and annually thereafter by applying the following formula. Days in the bank on July 1 (day one (1) of each fiscal year) shall be computed by multiplying twenty-four (24) hours times the number of full time employees of the bargaining unit; and twelve (12) hours times the number of part time employees of the bargaining unit as of July 1. Sick bank time shall be deducted during the fiscal year only if, and when a qualified employee of the bargaining unit utilizes the bank. Hours will be added to the sick bank during the fiscal year only if, and at the time a new member is added which increases the authorized bargaining unit position strength. Sick bank hours remaining at each year close, but no more than 2,400 hours, will be rolled over with each July 1 allotment.
- B. Upon application for sick bank days, qualifications for use of the sick bank shall be governed by the following:
  1. Employees of the bargaining unit must be absent ten (10) consecutive working days. If the employee of the bargaining unit does not have ten (10) reserve days available, PTO time shall be substituted to keep the employee of the bargaining unit in a pay status.
  2. Sick bank days may begin after a minimum of ten (10) consecutive workdays of illness and the employee of the bargaining unit may receive sick bank days, if available, for each working day until ninety (90) calendar days have elapsed and the LTD is applicable.
  3. The employee of the bargaining unit must have completed one (1) full calendar year of employment within the bargaining unit.
  4. An employee of the bargaining unit may only access the sick bank once in a fiscal year.

Additional access may be approved on a case-by-case basis.

5. The College may request a second medical opinion at its expense.
- C. The College shall notify the sick bank committee of all sick bank activity including the beginning balance/allotment, addition of new hours, and usage (entrance and exit from bank) upon request.
- D. The bargaining unit employee's hospitalization, dental, and life insurance coverage will be continued by the College while on short-term personal illness leave (Sick Bank). The employee of the bargaining unit is responsible for the monthly payroll deduction as stated in Article 12.2.

### **SECTION 13.2 FUNERAL LEAVE**

An employee of the bargaining unit shall be granted up to five (5) days for funeral leave for each occurrence for immediate family for the purposes of attending the funeral or making necessary arrangements. Immediate family shall be defined as: spouse, children, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, great grandparents or great grandchildren. Step relations are included for parents, siblings and children.

Upon request, the employee of the bargaining unit shall provide documentation from the funeral home verifying the relationship to the employee of the bargaining unit of the deceased and the date of the funeral service.

### **SECTION 13.3 JURY DUTY**

An employee of the bargaining unit who serves on jury duty or is subpoenaed as a witness in a court case will continue to receive their regular pay from the College. All pay received by the employee of the bargaining unit for jury duty will be turned over to the College, except the employee of the bargaining unit shall retain monies received from the Court for mileage.

### **SECTION 13.4 LEAVE FOR ASSOCIATION BUSINESS**

Employees of the bargaining unit elected or selected to attend a function of the Association, such as conventions or educational conferences, may be allowed time off without loss of time or pay provided that the efficient operation of the affected College department is maintained. The employer will provide up to a maximum of twelve (12) days per year, accumulative up to a maximum of twenty (20) days with supervisor approved supporting documentation to be submitted to HRM.

### **SECTION 13.5 LEAVES OF ABSENCE**

Leaves of Absence shall be granted for the following reasons:

- A. FMLA-Family Medical Leave Act
- B. Medical/Disability Leave
- C. Prolonged Illness in Immediate Family
- D. Public or Association Service Leave
- E. Special Leave of Absence

#### **A. Family and Medical Leave**

An employee of the bargaining unit shall have the full rights afforded to them under the FMLA.

#### **B. Medical/Disability Leave**

1. The College will administer family medical leave (FML) following the Department of Labor 29 CFR Part 825 - The Family and Medical Leave Act of 1993: Final Rule.

2. After an employee of the bargaining unit has used the correct combination of their PTO, personal sick leave reserve and allotted sick bank days, application shall be made for a medical/disability leave upon certification by a licensed medical doctor (in case of mental illness a licensed psychiatrist). The certification shall state that (1) the employee of the bargaining unit is unable to work, (2) reason therefore, and (3) anticipated period of disability. According to underwriter's regulations, the employee of the bargaining unit must be on approved LTD the ninety-first (91st) of their disability to continue their employment. Disability leaves due to physical or mental illness may be granted for periods up to one hundred twenty (120) calendar days.
3. The employer reserves the right to have the College physician verify the disability.
4. Disability leaves granted by the College are without pay and without fringe benefits; except that hospitalization and life insurance will be continued by the Employer until the employee of the bargaining unit is eligible for LTD. However, the employee may continue health and life insurance in effect by paying such premiums to the College.
5. Fifteen (15) days prior to the expiration of the disability leave and return to active status the employee of the bargaining unit will provide satisfactory evidence of fitness to perform from their physician. Should the employee of the bargaining unit not return to active status upon the expiration of their leave their employment will terminate with the College. An employee of the bargaining unit who has completed five (5) years of continuous service with the College will have their position held open for them for one year while on disability leave. Disability leaves shall be granted without loss of seniority.

C. Prolonged Illness for in Immediate Family

1. After an employee of the bargaining unit has used their personal sick leave reserve and ninety-six (96) hours of PTO, application may be made for prolonged illness in immediate family leave. Upon certification by a physician or psychiatrist an illness in immediate family leave shall be granted for periods up to one (1) year. A physician's statement may be requested at each ninety (90) day interval and reviewed by the College. A bargaining unit employee's position will be held open for them while they're on illness in immediate family leave, provided they have completed five (5) years of continuous service with the College, unless mutually agreed otherwise in writing. Illness in immediate family leaves shall be granted without loss of seniority for a period of one (1) year and may be extended for like cause. An interim/substitute employee of the bargaining unit may be hired to fill the vacancy created.
2. Should the employee of the bargaining unit desire to return to active employment status prior to the ending date of the leave, they will submit notification to the Office of Human Resource Management fifteen (15) working days prior to return date.
3. The employee of the bargaining unit may continue their life insurance and hospitalization coverage by paying the premium costs to the College during their leave period.

D. Public or Association Service Leave

A leave for the purpose of performing public or association service shall be granted for periods up to two (2) years. A bargaining unit employee's position will be held open for them while they're on association service leave for a period of two (2) years. Such leave shall be for a minimum of thirty (30) days. Public or association service leaves shall be granted without loss of seniority. An interim/substitute employee of the bargaining unit may be hired to fill the vacancy created by a leave of absence.

E. Special Leave of Absence

A special leave of absence may be granted to any employee of the bargaining unit who has completed three (3) years of continuous service with the College.

Upon application from the employee of the bargaining unit to their supervisor, and approved by the President or their designee, a special leave of absence shall be granted without pay and without fringe benefits for periods not to exceed four (4) calendar months in any one (1) calendar year for the following purposes:

- attendance at College, university or business school for the purpose of training in subjects related to work of the employee of the bargaining unit and which will benefit the employee of the bargaining unit and the College,
- urgent personal business requiring bargaining unit employee's attention for an extended period such as settling estates, liquidating a business, attending court as a witness and child care, and
- for purposes other than those above that are deemed beneficial to the College

An employee of the bargaining unit while on special leave of absence may continue their hospitalization and life insurance coverage by paying such premiums to the College.

Such leaves may be extended for like causes.

Special leave of absence shall be granted without loss of seniority. An interim/substitute employee of the bargaining unit may be hired to fill the vacancy created by a special leave of absence.

The College agrees to guarantee the bargaining unit employee's position.

## **ARTICLE 14. SPECIAL CONFERENCES**

### **SECTION 14.1 SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the President of the OP/T Association and the President's Designee or their designated representative upon request of either party. Such meetings shall include at least two (2) representatives of the Association. The employees of the bargaining unit shall not lose time or pay for time spent in such conferences. The Association representatives may meet at a place designated by the administration on the College's property for at least one-half (1/2) hour immediately preceding the conference.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

Conferences shall be held on management time if requested by the College. If requested by the Association, such conferences will be held outside the normal working hours. This meeting may be attended by a representative of the Association and/or a representative of the State Association.

## **ARTICLE 15. HEALTH & SAFETY COMMITTEE**

### **SECTION 15.1 HEALTH AND SAFETY COMMITTEE**

At least one (1) employee of the bargaining unit shall serve on the All-College Michigan Occupational Safety and Health Committee. The Committee will be convened during regular working hours and will meet monthly.

Training programs will be provided for employees of the bargaining unit of the Association concerning health and safety on-the-job during regular working hours with no loss of pay.

## **ARTICLE 16. MISCELLANEOUS**

### **SECTION 16.1 ASSOCIATION BULLETIN BOARDS**

The College will provide a bulletin board in each building where employees of the bargaining unit are normally assigned, which may be used by the Association for posting notices of the following types:

- A. Notices of Recreational and Social Events
- B. Notices of Elections
- C. Notices of Results of Elections
- D. Notices of Meetings

### **SECTION 16.2 MISCELLANEOUS**

- A. Mileage: Reimbursement for all authorized travel by private vehicle shall be the maximum established IRS standard for cents per mile of travel by a privately owned vehicle.
- B. Position Openings: Position openings on campus shall be posted on the Office of Human Resource Management employment application system.
- C. The employer will continue to provide an OP/T Association lounge equipped with furnishings of equal quality as presently exists.
- D. College equipment and supplies shall not be used for personal business.
- E. Included among the job requirements for each employee of the bargaining unit is the obligation to complete professional development as requested by the employee of the bargaining unit and approved by the bargaining unit employee's supervisor, or as assigned by the bargaining unit employee's supervisor, during each contract year. This professional development shall be conducted during each bargaining unit employee's regularly scheduled work hours.

## **ARTICLE 17. CHILDREN'S CENTER STAFF**

### **SECTION 17.1 CHILDREN'S CENTER STAFF**

- A. Employees of the bargaining unit in the Children's Center may be granted paid release time for the purpose of program planning, room meetings, and parent conferences.
- B. The employer agrees to provide work opportunities to children's center employees, beyond two hundred ten (210) days, if employees of the bargaining unit are needed at the children's center. Employees of the bargaining unit will be offered such work opportunity on the basis of their seniority, and shall retain their rights and benefits of this Agreement. All work performed by an employee of the bargaining unit shall entitle that employee to the rate of pay prescribed by the terms of this Agreement.
- C. 210-day Employees: Holidays are counted as time worked in the calculation of the two hundred ten (210)-day work year. Paid holidays for two hundred ten (210)-day full-time employees of the bargaining unit are designated as follows:
  - Martin Luther King Birthday
  - Memorial Day
  - Independence Day (provided the employee works during the week the Independence Day is observed.)
  - Labor Day
  - Thanksgiving Day

- Friday following Thanksgiving Day
- Day before Christmas Eve or after Christmas Day as determined by management
- Christmas Eve
- Christmas Day
- One additional day during the Christmas holidays, as determined by management
- New Year's Eve
- New Year's Day
- Four (4) hours on State and National Election days, excluding Primaries (the four (4) hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours)

**ARTICLE 18. LAW PROVISIONS**

**SECTION 18.1 CONTRARY TO LAW PROVISION**

If any provision of this Agreement or any application of this Agreement to any unit member should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to rule or regulation of appropriate state or federal agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect.

**SECTION 18.2 EFFECT BY PASSAGE OF LAW**

Any provision of this Agreement, which is contrary to law, but becomes legal during the life of the Agreement, shall take immediate effect upon the enactment of such legislation.

**ARTICLE 19. APPENDIXES**

**SECTION 19.1 APPENDIXES**

The following appendixes are incorporated and made a part of this Agreement:

- Appendix A Pensions/Retirement
- Appendix B OP/T Association Unit Wage Schedules
- Appendix C OP/T Association Job Classification System
- Appendix D Longevity
- Appendix E WCC Tuition Grants, Scheduling of WCC Classes & Outside Tuition Grants
- Appendix F PTO Eligibility/12-month Employee
- Appendix G PTO Eligibility/210-day Employee
- Appendix H PTO Eligibility/Permanent Part-Time Employee
- Appendix I OPTA Probationary Period & PTO Orientation Memorandum

**ARTICLE 20. TERMINATION & MODIFICATION**

**SECTION 20.1 TERMINATION AND MODIFICATION OF AGREEMENT**

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

If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party given notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year hereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

If either party desires to modify or change this Agreement it shall sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in whichever the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**SECTION 20.1.1 NOTICE OF TERMINATION OR MODIFICATION**

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association, to MEA 4141 Jackson Road, Ann Arbor, Michigan 48103, and if to the College, addressed to Washtenaw Community College, Office of the President, Ann Arbor, Michigan 48105-4800, or to any such address as the Association or the College may make available to each other.

**ARTICLE 21. DURATION OF AGREEMENT**

**SECTION 21.1 DURATION OF AGREEMENT**

This Agreement shall continue in effect for a period of three (3) years, commencing July 15, 2020, and ending June 30, 2023.



**APPENDIX A****PENSIONS-RETIREMENT****A-1.10 SOCIAL SECURITY**

All employees of the bargaining unit are included in the Old Age Survivors Insurance Program and are eligible for all benefits under the provisions of the Act for which they qualify by length of employment and age. The OASI tax and other deductions are withheld from wages or salary according to federal regulations (current rates to be stipulated).

**A-1.20 STATE RETIREMENT PROGRAM (M.P.S.E.R.S.)**

The State Retirement Program includes all employees of the College and is in addition to all social security benefits.

**APPENDIX B**

**OP/T ASSOCIATION UNIT WAGE SCHEDULES**

| <b>Childcare Professional</b>      |           |           |
|------------------------------------|-----------|-----------|
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 16.62                              | 16.84     | 17.06     |
| <b>Office Professional Level A</b> |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 16.31                              | 16.53     | 16.75     |
| <b>Office Professional Level B</b> |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 16.94                              | 17.16     | 17.38     |
| <b>Office Professional Level C</b> |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 17.58                              | 17.80     | 18.02     |
| <b>Office Professional Level D</b> |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 18.20                              | 18.42     | 18.64     |
| <b>Office Professional Level E</b> |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 18.85                              | 19.07     | 19.29     |
| <b>Office Professional F</b>       |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 19.50                              | 19.72     | 19.94     |
| <b>Executive Secretary</b>         |           |           |
| 2020-2021                          | 2021-2022 | 2022-2023 |
| Minimum                            | Minimum   | Minimum   |
| 20.14                              | 20.36     | 20.58     |

Applying the above schedule, during each year of this Agreement, unit employees will be eligible for base wage rate adjustments as follows: (a) Effective July 1, 2020 or the date this Agreement has been ratified by both parties, whichever is later, each bargaining unit employee employed on June 30, 2020 shall receive a \$0.45 per hour increase; (b) Effective July 1, 2021, each bargaining unit employee employed on June 30, 2021 shall receive a \$0.22 per hour increase; and (c)

Effective July 1, 2022, each bargaining unit employee employed on June 30, 2022 shall receive a \$0.22 per hour increase.

#### PROMOTIONS

When an employee of the bargaining unit is promoted to a higher level, they shall have their wage set at the wage minimum or at 5% per level promoted per hour over their current wage, whichever is greater. When an employee of the bargaining unit moves to a lower level, they shall have their wage reduced by 35 cents per hour per level.

**APPENDIX C****OP/T ASSOCIATION JOB CLASSIFICATION SYSTEM**

|                        |   |  |
|------------------------|---|--|
| Childcare Professional | Associate Degree in Early Childhood Education or related field, or 60 credit hours which include a Child Development Associates Credential (CDA) with 12 additional credit hours in early childhood education | 1 year successful recent work experience in a licensed child care center   |
| Office Professional A  | High School Diploma or GED and  | 0-2 years' experience  |
| Office Professional B  | High School Diploma or GED and  | 2 years relevant work experience and 15 credit hours in related coursework or the equivalent combination of education and work experience  |
| Office Professional C  | High School Diploma or GED and  | 3 years relevant work experience and 24 credit hours in related coursework or the equivalent combination of education and work experience  |
| Office Professional D  | High School Diploma or GED and  | 4 years relevant work experience and 30 credit hours in related coursework or the equivalent combination of education and work experience  |
| Office Professional E  | High School Diploma or GED and  | 5 years relevant work experience and 45 credit hours in related coursework or the equivalent combination of education and work experience  |
| Office Professional F  | High School Diploma or GED and  | 6 years relevant work experience and 55 credit hours in related coursework or the equivalent combination of education and work experience. |
| Executive Secretary    | High School Diploma or GED and  | 7 years relevant work experience and 60 credit hours in related coursework or the equivalent combination of education and work experience  |

**APPENDIX D****LONGEVITY**

An employee of the bargaining unit must have completed the years of full-time continuous service at the College listed below prior to December 1 in order to be eligible for longevity payments.

| <b><u>Years of Service</u></b> | <b><u>Amount</u></b> |
|--------------------------------|----------------------|
| 5 Years                        | \$350                |
| 10 Years                       | \$450                |
| 15 Years                       | \$650                |
| 20 Years                       | \$850                |
| 25 Years and over              | \$1000               |

## APPENDIX E

## WCC TUITION GRANTS, SCHEDULING OF WCC CLASSES & OUTSIDE TUITION GRANTS

### A. Washtenaw Community College Tuition Grants

Tuition grants shall be paid by the College for full-time employees of the bargaining unit, their spouses and their dependent children who attend Washtenaw Community College.

### B. Employees Of The Bargaining Unit Who Attend Classes During The Workday

1. Notwithstanding the provisions of Section 10.20 Workday, Work Year, and 10.30 Overtime, employees of the bargaining unit may during Fall, Winter, and Spring/Summer semesters, attend classes up to a maximum of two (2) hours per day not to exceed six (6) hours in any workweek.
2. Prior to enrollment in a class that conflicts with the bargaining unit employee's working hours, the employee of the bargaining unit shall have the written approval from their supervisor with final review from the Office of Human Resource Management. If the supervisor denies the request, the employee of the bargaining unit may contact the Office of Human Resource Management.
3. When an employee of the bargaining unit attends a class during their work shift, they shall be required to work eight (8) hours in addition to the time spent attending the class. Employees of the bargaining unit may attend a class for one (1) hour during their regularly scheduled lunch hour.
4. In no case shall time spent attending class be considered as working hours in the calculation of overtime.
5. Total combined time spent attending class and adjusted work time shall not exceed forty-six (46) hours on a weekly basis.
6. If a weekly class meeting is cancelled, the employee of the bargaining unit will seek the approval of their supervisor to adjust their schedule for that day.

### C. Tuition Reimbursement For Enrollment At Other Institutions

The College will set aside a pool of ten thousand dollars (\$10,000) non-cumulative, in each year of the Agreement for tuition reimbursement for employees of the bargaining unit who take courses at other institutions. The following guidelines will apply:

1. **Tuition Reimbursement Eligibility** – All course work must be normally taken outside of regular work hours on the bargaining unit employee's own time. Tuition reimbursement is for tuition and up to \$100 for fees per semester and does not include reimbursement for books, or other related expenses. Employees of the bargaining unit may receive reimbursement for up to nine (9) credit hours per year with a limit of three (3) credit hours per semester. Tuition reimbursement will be based on current in-state undergraduate tuition costs and course specific fees at Eastern Michigan University.
2. Tuition Reimbursement will be awarded only if the employee of the bargaining unit receives a grade "C" or better for undergraduate courses and grade "B" or better for graduate courses.
3. **Tuition Reimbursement Process** — Tuition reimbursement is on a first-come, first-served basis as long as there is money in the pool. Employees of the bargaining unit may request tuition reimbursement prior to taking classes. If money is available in the pool, the dollars requested will be set aside for that employee of the bargaining unit. Upon successful completion of the requirements for reimbursement, the employee of the bargaining unit of the

will be reimbursed. Employees of the bargaining unit who do not complete the requirements will not be reimbursed.

- D. All supporting documentation (grade report and tuition receipt) must be submitted to the Office of Human Resource Management within six (6) weeks of course completion. Tuition reimbursement will be awarded only when the following documentation has been submitted in a timely manner.
1. Verification of grade "C" or better for undergraduate courses and grade "B" or better for graduate courses as noted on an official grade report or proof of successful completion of the course, and
  2. Submission of original receipt of tuition payment.

For complete instructions, please contact the Office of Human Resource Management.

**APPENDIX F**

**PTO ELIGIBILITY/12-MONTH FULL-TIME EMPLOYEE**

| Seniority Date | PTO Hours Received after completion of Probation | July 1st after hire date | Number of Months | Multiplier | Total Earned | 2nd July 1st after hire date | Total Earned |
|----------------|--|--------------------------|------------------|------------|--------------|------------------------------|--------------|
| Oct 2020       | 88   | July 2021                | 9                | 8          | 72           | July 2022                    | 160          |
| Nov 2020       | 88   | July 2021                | 8                | 8          | 64           | July 2022                    | 160          |
| Dec 2020       | 88   | July 2021                | 7                | 8          | 56           | July 2022                    | 160          |
| Jan 2021       | 88   | July 2021                | 6                | 8          | 48           | July 2022                    | 160          |
| Feb 2021       | 88   | July 2021                | 5                | 8          | 40           | July 2022                    | 160          |
| Mar 2021       | 88   | July 2021                | 4                | 8          | **32         | July 2022                    | 160          |
| Apr 2021       | 88   | July 2021                | 3                | 8          | **24         | July 2022                    | 160          |
| May 2021       | 88   | July 2021                | 2                | 8          | **16         | July 2022                    | 160          |
| June 2021      | 88   | July 2021                | 1                | 8          | **8          | July 2022                    | 160          |
| July 2021      | 88   | July 2022                | 12               | 8          | 96           | July 2023                    | 160          |
| Aug 2021       | 88   | July 2022                | 11               | 8          | 88           | July 2023                    | 160          |
| Sept 2021      | 88   | July 2022                | 10               | 8          | 80           | July 2023                    | 160          |
| Oct 2021       | 88   | July 2022                | 9                | 8          | 72           | July 2023                    | 160          |
| Nov 2021       | 88   | July 2022                | 8                | 8          | 64           | July 2023                    | 160          |
| Dec 2021       | 88   | July 2022                | 7                | 8          | 56           | July 2023                    | 160          |
| Jan 2022       | 88   | July 2022                | 6                | 8          | 48           | July 2023                    | 160          |
| Feb 2022       | 88   | July 2022                | 5                | 8          | 40           | July 2023                    | 160          |
| Mar 2022       | 88   | July 2022                | 4                | 8          | **32         | July 2023                    | 160          |
| Apr 2022       | 88   | July 2022                | 3                | 8          | **24         | July 2023                    | 160          |
| May 2022       | 88   | July 2022                | 2                | 8          | **16         | July 2023                    | 160          |
| June 2022      | 88   | July 2022                | 1                | 8          | **8          | July 2023                    | 160          |
| July 2022      | 88   | July 2023                | 12               | 8          | 96           | July 2024                    | 160          |
| Aug 2022       | 88   | July 2023                | 11               | 8          | 88           | July 2024                    | 160          |
| Sept 2022      | 88   | July 2023                | 10               | 8          | 80           | July 2024                    | 160          |
| Oct 2022       | 88   | July 2023                | 9                | 8          | 72           | July 2024                    | 160          |
| Nov 2022       | 88   | July 2023                | 8                | 8          | 64           | July 2024                    | 160          |
| Dec 2022       | 88   | July 2023                | 7                | 8          | 56           | July 2024                    | 160          |
| Jan 2023       | 88   | July 2023                | 6                | 8          | 48           | July 2024                    | 160          |
| Feb 2023       | 88   | July 2023                | 5                | 8          | 40           | July 2024                    | 160          |
| Mar 2023       | 88   | July 2023                | 4                | 8          | **32         | July 2024                    | 160          |
| Apr 2023       | 88   | July 2023                | 3                | 8          | **24         | July 2024                    | 160          |
| May 2023       | 88   | July 2023                | 2                | 8          | **16         | July 2024                    | 160          |
| June 2023      | 88   | July 2023                | 1                | 8          | **8          | July 2024                    | 160          |
| July 2023      | 88   | July 2024                | 12               | 8          | 96           | July 2025                    | 160          |
| Aug 2023       | 88   | July 2024                | 11               | 8          | 88           | July 2025                    | 160          |
| Sept 2023      | 88   | July 2024                | 10               | 8          | 80           | July 2025                    | 160          |

\*\*OPTA will receive 88 hours after the completion of probation, plus the prorated time earned.



**APPENDIX G**

**PTO ELIGIBILITY/210-DAY EMPLOYEE**

| Seniority Date | PTO Hours Received after completion of Probation | July 1st after hire date | Number of Months | Multiplier | Total Earned | 2nd July 1st after hire date | Total Earned |
|----------------|--|--------------------------|------------------|------------|--------------|------------------------------|--------------|
| Oct 2020       | 80   | July 2021                | 9                | 7.11       | 63.99        | July 2022                    | 144.00       |
| Nov 2020       | 80   | July 2021                | 8                | 7.11       | 56.88        | July 2022                    | 144.00       |
| Dec 2020       | 80   | July 2021                | 7                | 7.11       | 49.77        | July 2022                    | 144.00       |
| Jan 2021       | 80   | July 2021                | 6                | 7.11       | 42.66        | July 2022                    | 144.00       |
| Feb 2021       | 80   | July 2021                | 5                | 7.11       | 35.55        | July 2022                    | 144.00       |
| Mar 2021       | 80   | July 2021                | 4                | 7.11       | **28.44      | July 2022                    | 144.00       |
| Apr 2021       | 80   | July 2021                | 3                | 7.11       | **21.33      | July 2022                    | 144.00       |
| May 2021       | 80   | July 2021                | 2                | 7.11       | **14.22      | July 2022                    | 144.00       |
| June 2021      | 80   | July 2021                | 1                | 7.11       | **7.11       | July 2022                    | 144.00       |
| July 2021      | 80   | July 2022                | 12               | 7.11       | 85.32        | July 2023                    | 144.00       |
| Aug 2021       | 80   | July 2022                | 11               | 7.11       | 78.21        | July 2023                    | 144.00       |
| Sept 2021      | 80   | July 2022                | 10               | 7.11       | 71.10        | July 2023                    | 144.00       |
| Oct 2021       | 80   | July 2022                | 9                | 7.11       | 63.99        | July 2023                    | 144.00       |
| Nov 2021       | 80   | July 2022                | 8                | 7.11       | 56.88        | July 2023                    | 144.00       |
| Dec 2021       | 80   | July 2022                | 7                | 7.11       | 49.77        | July 2023                    | 144.00       |
| Jan 2022       | 80   | July 2022                | 6                | 7.11       | 42.66        | July 2023                    | 144.00       |
| Feb 2022       | 80   | July 2022                | 5                | 7.11       | 35.55        | July 2023                    | 144.00       |
| Mar 2022       | 80   | July 2022                | 4                | 7.11       | **28.44      | July 2023                    | 144.00       |
| Apr 2022       | 80   | July 2022                | 3                | 7.11       | **21.33      | July 2023                    | 144.00       |
| May 2022       | 80   | July 2022                | 2                | 7.11       | **14.22      | July 2023                    | 144.00       |
| June 2022      | 80   | July 2022                | 1                | 7.11       | **7.11       | July 2023                    | 144.00       |
| July 2022      | 80   | July 2023                | 12               | 7.11       | 85.32        | July 2024                    | 144.00       |
| Aug 2022       | 80   | July 2023                | 11               | 7.11       | 78.21        | July 2024                    | 144.00       |
| Sept 2022      | 80   | July 2023                | 10               | 7.11       | 71.10        | July 2024                    | 144.00       |
| Oct 2022       | 80   | July 2023                | 9                | 7.11       | 63.99        | July 2024                    | 144.00       |
| Nov 2022       | 80   | July 2023                | 8                | 7.11       | 56.88        | July 2024                    | 144.00       |
| Dec 2022       | 80   | July 2023                | 7                | 7.11       | 49.77        | July 2024                    | 144.00       |
| Jan 2023       | 80   | July 2023                | 6                | 7.11       | 42.66        | July 2024                    | 144.00       |
| Feb 2023       | 80   | July 2023                | 5                | 7.11       | 35.55        | July 2024                    | 144.00       |
| Mar 2023       | 80   | July 2023                | 4                | 7.11       | **28.44      | July 2024                    | 144.00       |
| Apr 2023       | 80   | July 2023                | 3                | 7.11       | **21.33      | July 2024                    | 144.00       |
| May 2023       | 80   | July 2023                | 2                | 7.11       | **14.22      | July 2024                    | 144.00       |
| June 2023      | 80   | July 2023                | 1                | 7.11       | **7.11       | July 2024                    | 144.00       |
| July 2023      | 80   | July 2024                | 12               | 7.11       | 85.32        | July 2025                    | 144.00       |
| Aug 2023       | 80   | July 2024                | 11               | 7.11       | 78.21        | July 2025                    | 144.00       |
| Sept 2023      | 80   | July 2024                | 10               | 7.11       | 71.10        | July 2025                    | 144.00       |

**APPENDIX H**

**PTO ELIGIBILITY/PERMANENT PART-TIME EMPLOYEE**

| Seniority Date | PTO Hours Received after completion of Probation | July 1st after hire date | Number of Months | Multiplier | Total Earned | 2nd July 1st after hire date | Total Earned |
|----------------|--|--------------------------|------------------|------------|--------------|------------------------------|--------------|
| Oct 2020       | 56   | July 2021                | 9                | 7.11       | 63.99        | July 2022                    | 120.00       |
| Nov 2020       | 56   | July 2021                | 8                | 7.11       | 56.88        | July 2022                    | 120.00       |
| Dec 2020       | 56   | July 2021                | 7                | 7.11       | 49.77        | July 2022                    | 120.00       |
| Jan 2021       | 56   | July 2021                | 6                | 7.11       | 42.66        | July 2022                    | 120.00       |
| Feb 2021       | 56   | July 2021                | 5                | 7.11       | 35.55        | July 2022                    | 120.00       |
| Mar 2021       | 56   | July 2021                | 4                | 7.11       | **28.44      | July 2022                    | 120.00       |
| Apr 2021       | 56   | July 2021                | 3                | 7.11       | **21.33      | July 2022                    | 120.00       |
| May 2021       | 56   | July 2021                | 2                | 7.11       | **14.22      | July 2022                    | 120.00       |
| June 2021      | 56   | July 2021                | 1                | 7.11       | **7.11       | July 2022                    | 120.00       |
| July 2021      | 56   | July 2022                | 12               | 7.11       | 85.32        | July 2023                    | 120.00       |
| Aug 2021       | 56   | July 2022                | 11               | 7.11       | 78.21        | July 2023                    | 120.00       |
| Sept 2021      | 56   | July 2022                | 10               | 7.11       | 71.10        | July 2023                    | 120.00       |
| Oct 2021       | 56   | July 2022                | 9                | 7.11       | 63.99        | July 2023                    | 120.00       |
| Nov 2021       | 56   | July 2022                | 8                | 7.11       | 56.88        | July 2023                    | 120.00       |
| Dec 2021       | 56   | July 2022                | 7                | 7.11       | 49.77        | July 2023                    | 120.00       |
| Jan 2022       | 56   | July 2022                | 6                | 7.11       | 42.66        | July 2023                    | 120.00       |
| Feb 2022       | 56   | July 2022                | 5                | 7.11       | 35.55        | July 2023                    | 120.00       |
| Mar 2022       | 56   | July 2022                | 4                | 7.11       | **28.44      | July 2023                    | 120.00       |
| Apr 2022       | 56   | July 2022                | 3                | 7.11       | **21.33      | July 2023                    | 120.00       |
| May 2022       | 56   | July 2022                | 2                | 7.11       | **14.22      | July 2023                    | 120.00       |
| June 2022      | 56   | July 2022                | 1                | 7.11       | **7.11       | July 2023                    | 120.00       |
| July 2022      | 56   | July 2023                | 12               | 7.11       | 85.32        | July 2024                    | 120.00       |
| Aug 2022       | 56   | July 2023                | 11               | 7.11       | 78.21        | July 2024                    | 120.00       |
| Sept 2022      | 56   | July 2023                | 10               | 7.11       | 71.10        | July 2024                    | 120.00       |
| Oct 2022       | 56   | July 2023                | 9                | 7.11       | 63.99        | July 2024                    | 120.00       |
| Nov 2022       | 56   | July 2023                | 8                | 7.11       | 56.88        | July 2024                    | 120.00       |
| Dec 2022       | 56   | July 2023                | 7                | 7.11       | 49.77        | July 2024                    | 120.00       |
| Jan 2023       | 56   | July 2023                | 6                | 7.11       | 42.66        | July 2024                    | 120.00       |
| Feb 2023       | 56   | July 2023                | 5                | 7.11       | 35.55        | July 2024                    | 120.00       |
| Mar 2023       | 56   | July 2023                | 4                | 7.11       | **28.44      | July 2024                    | 120.00       |
| Apr 2023       | 56   | July 2023                | 3                | 7.11       | **21.33      | July 2024                    | 120.00       |
| May 2023       | 56   | July 2023                | 2                | 7.11       | **14.22      | July 2024                    | 120.00       |
| June 2023      | 56   | July 2023                | 1                | 7.11       | **7.11       | July 2024                    | 120.00       |
| July 2023      | 56   | July 2024                | 12               | 7.11       | 85.32        | July 2025                    | 120.00       |
| Aug 2023       | 56   | July 2024                | 11               | 7.11       | 78.21        | July 2025                    | 120.00       |
| Sept 2023      | 56   | July 2024                | 10               | 7.11       | 71.10        | July 2025                    | 120.00       |

*\*\*OPTA will receive 56 hours after the completion of probation, plus the prorated time earned.*

**APPENDIX I**

**PROBATIONARY PERIOD & PTO ORIENTATION**

|  |                        |
|--|------------------------|
| <b>Employee Name:</b>  | Example Employee       |
| <b>Employee Group:</b>   | OPTA-12 month Employee |
| <b>Hire Date:</b>  | 3/28/2017              |
| <b>Probationary End Date:</b>  | 8/1/2017               |
| (This date could change if any time was taken off during this time period) |                        |

**Overview**

New employees hired in the bargaining unit shall be considered probationary employees for the first ninety (90) days worked of their employment. Employees of the bargaining unit shall complete their probationary period within one hundred sixty-five (165) calendar days of their employment. All new employees to the bargaining unit, after completion of their probationary period, shall receive PTO time based on their classification (see chart below) during their first year of employment.

Note: The probationary period will be counted as actual days worked during the month, and the number of months actually worked before July 1st. If any absences occur during the probationary period, it will be extended based on the absences. Days when the College is scheduled to be closed or holiday (For Child Care employees – holidays are counted as time worked), do not count towards days worked during the probationary period.

| <b>Classification</b>                  | <b>PTO Hours</b> |
|--|------------------|
| 12-month Full Time Employees           | 88               |
| 210-day Employees                      | 80               |
| 12-month Permanent Part Time Employees | 56               |

You will receive 88 hours of PTO after you have successfully completed your probationary period, 8/1/2017 (this date could change if time is taken off during this period). On July 1, 2017, you will receive 0 hours of PTO.

Beginning the following year on July 1st, you will be placed on the appropriate schedule as outlined in Appendix F, G, and H of the Agreement. You will receive 185.68 hours of PTO on July 1, 2018, then you will receive 240 hours of PTO on July 1, 2019.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HRM Representative

\_\_\_\_\_  
Date

cc: OPTA Union President

***Example College Memo for Probationary Period PTO Allotments***

This Agreement shall become effective July 15, 2020.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of July 15, 2020.

**MICHIGAN EDUCATION ASSOCIATION**

**WASHTENAW COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

*Sarah Caruso*

SARAH CARUSO  
President  
MEA/NEA OP/T Association  
Chief Negotiator

*Kelly Powers*

KELLY POWERS  
UniServ Director  
Negotiator

*Lisa Anderson*

LISA ANDERSON  
Negotiator

*Gaye Wilt*

GAYE WILT  
Negotiator

*Marisol Adelmann*

MARISOL ADELMANN  
Negotiator

*Kwami Thomas-Williams*

KWAMI THOMAS WILLIAMS  
Negotiator

*Christina Fleming*

CHRISTINA M.H. FLEMING  
Chair

*David DeVarti*

DAVID DEVARTI  
Secretary

*Katherine DeLong*

KATHERINE DELONG  
Chief Negotiator  
Executive Director of Labor Relations

*Brandon Tucker*

BRANDON TUCKER  
Negotiator

*Sukanya J Jett*

SUKANYA JETT  
Negotiator

*Victor Vega*

VICTOR VEGA  
Negotiator

*Kailey Phelps*

KAILEY PHELPS  
Negotiator

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## **WASHTENAW COMMUNITY COLLEGE**

### **EEO/Title IX/Section 504 Statement**

Washtenaw Community College does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, height, weight, marital status, or veteran status in provision of its educational opportunities or employment opportunities and benefits.

Washtenaw Community College does not discriminate on the basis of sex or disability in the educational programs and activities which it operates, pursuant to the requirements of Title IX of the Education Amendments of 1972, Public Act 453, Section 504 of the Rehabilitation Act of 1973, and Public Act 220 respectively. This policy extends to both employment by and admission to the College.

Inquiries concerning Title IX and Section 504 should be directed to the office of the Vice President of Student Services, Student Center Building, Washtenaw Community College, Ann Arbor, MI. 48105, Phone: (734) 973-3536. Charges of violation of the above policy also should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Business Education Building, Phone: (734) 973-3497.