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MAINTENANCE - OPERATIONAL

MASTER CONTRACT

July 1, 1996 to June 30, 1999

An agreement between the Charles Stewart Mott  
Community College Board of Trustees and the  
Service Employees' International Union - AFL-CIO,  
Local 591

*Mott Community College*



AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION  
C.S. MOTT MAINTENANCE-OPERATIONAL EMPLOYEES UNIT OF  
LOCAL 591, AFL-CIO

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## AGREEMENT

This Agreement entered into this 29<sup>th</sup> day of July, 1996, by and between the BOARD OF TRUSTEES OF Charles Stewart Mott Community College, hereinafter called the "Board", and the SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, Local 591, hereinafter called the "Union".

Witnesseth

### Preamble

- (1) WHEREAS the Board and the Union recognize and declare that quality service, sanitation, and safety are necessary to provide a quality education for the students of the Charles Stewart Mott Community College which is their mutual aim, and

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall promote and encourage a spirit of confidence and cooperation between the Board and its employees, established rates of pay, hours of work, and terms and conditions of employment of the Board employees fully described in Appendix A hereof.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

### Definitions

- (2) The terms classifications, grades, progression tracks, and occupational levels shall mean those listed in Appendix A and such others as shall hereafter be adopted by the Board after discussion with the Union.

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein to the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

### Recognition

- (3) The Board hereby recognizes the Union as the exclusive bargaining representative for all Maintenance & Operational personnel of the Charles Stewart Mott Community College Board of Trustees as listed in Appendix A.

## UNION SECURITY AND DEDUCTION OF UNION DUES

- (4) All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make representation fee payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to temporary employees except as provided in Section (9i).
- (5) During the term of this Agreement, the Employer will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, special assignments, representation fee payments and voluntary C.O.P.E. deductions. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Employer will continue to honor those written assignments already in its possession.
- (5a) The Union shall notify the Employer's senior Human Resources manager or designee in writing of the amount of such dues, fee, assignments, representation fees and voluntary C.O.P.E. deductions. The Employer will cause such dues, fees, assignments, representation fees and voluntary C.O.P.E. deductions to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- (5b) All employees presently employed by the Board of Trustees shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Board of Trustees.
- (5c) The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of Paragraphs (4), (5), (5a), (5b) and (5c) of this Agreement.



JOB STATUS AND FUNCTION OF UNION OFFICERS

(6) The bargaining unit shall:

consist of Maintenance and Operational employees

- (6a) The Union shall appoint one (1) representative and one (1) alternate representative. No representative or alternate, regardless of when selected, shall function as such until the employer's senior Human Resources manager has been notified in writing by the President of the local union, Chairperson of the Unit, or an International Union or council officer of his/her selection. Notice of the selection of representatives and alternates shall be given at the earliest possible date.
- (6b) Representative and their alternate and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
- (6c) Any representative or alternate having an individual grievance in connection with his/her own work may ask that another representatives or alternate or Union official assist him/her in adjusting the grievance with his/her supervisor.
- (6d) Union representatives shall not come into buildings to talk to the employees unless they first give notice to the building supervisor or his/her designee.

## PAID BARGAINING TIME

- (7) The Board has granted to Board employees in the bargaining unit three hundred and fifty (350) hours of paid release time to be used for contract negotiations and the adjustment of grievances annually. Any hours remaining at the close of the fiscal year shall be forfeited.
- (7a) The following rules shall govern the use of the paid release time allowance:
- The hours of paid release time allowance shall not exceed eight (8) hours per week for adjustment of grievances at Levels 1 and 2.
- (7b) Paid release time allowance for contract negotiations and the adjustment of grievances at Levels 3 through 5 shall be unlimited until the paid release time allowance is exhausted. It is recognized that negotiations meetings and the times for grievance hearings are established by mutual agreement.
- (7c) All time spent during scheduled working hours by representatives shall be charged against the paid release time allowance. Union representatives will give two (2) hours advance notice to their supervisor when requesting paid release time off the campus and must also be approved, in writing, by the local Union President.
- (7d) If paid release time off the campus does not have the written approval of the local Union President, such time shall be deducted from the employee's pay.
- (7e) All time spent by representatives who are employees in contract negotiations or adjustment of grievances during scheduled working hours shall be recorded in such manner as shall be required by the Board. A copy of such record shall be given to the Chairperson of the Unit on each regular pay period. Time not so recorded shall not be paid time. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief person is provided who is paid time and one-half in which case one and one-half (1 ½) times the hours thus spent shall be charged against the paid-time allowance.
- (7f) No employee will be allowed to take more than twelve (12) hours from his/her regular work schedule per week.
- (7g) Representatives will give two (2) hours advance notice to their supervisor before leaving their work assignment on paid release time.

## GRIEVANCE PROCEDURE

- (8) **Definitions:** A grievance is a claim by one or more Maintenance and Operational employees, of improper application or interpretation of this Agreement specifying the part of the Agreement which is claimed to be violated.

The term Maintenance and Operational includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement.

The term days, when used in this paragraph, shall mean working days.

- (8a) **Purpose:** The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.
- (8b) **Representation:** Nothing herein contained shall be construed to prevent any individual Maintenance and Operational employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment. Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.
- (8c) Any Maintenance and Operational employee may be represented beginning at level two of this procedure by a representative of the Union.
- (8d) The Board's Appeal Committee at Level four shall consist of the employer's senior Human Resources manager and other members as approved by the Board. The employee filing the grievance must be present at Level four.
- (8e) Upon request of either party hereto or of the Maintenance and Operational employee involved in a grievance, the latter may be present at any level of the grievance procedure.
- (8f) **Procedure:** The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representatives of each party.
- (8g) **Level One:** An employee having a grievance shall first take the grievance up with his/her immediate supervisor.
- (8h) **Level Two:** If the grievance is not settled, the employee may request his/her immediate supervisor to call the Union representative to handle the grievance. The supervisor will call for the representative without undue delay and without further discussion of the grievance until the representative is present. The representative shall not leave his/her assignment without notifying his/her supervisor and until the arrival of his/her relief if the

supervisor shall require that he/she be relieved; provided that, in no event shall a representative be denied relief for a period in excess of forty-eight (48) hours from the time of the call.

In the event the representative or his/her alternate is not available, any available representative or alternate may be called to process the grievance in which event the above procedure for job relief shall apply. In all cases involving disciplinary action, or discharge, representation shall be made available prior to such action except in cases involving probationary employees.

In the event a grievance is not settled through the informal conference procedures outlined above, the grievance shall be reduced to writing on forms to be provided by the Union. The form shall be completed in three (3) copies and signed by the aggrieved employee. A formal grievance must be filed within twenty (20) working days after occurrence of the events giving rise to the grievance. The supervisor and the aggrieved employee and/or his/her representative shall meet within two (2) working days immediately following the signing of the grievance and attempt to adjust the grievance. Within two (2) days after such meeting, the supervisor shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union, and one (1) copy of which shall be attached to the supervisor's copy of the grievance form.

- (8i) Level Three: If the grievance is not settled at level two, the employee and/or his/her representative may appeal the matter to the Director of Facilities Management or designee. The Director shall attempt to adjust the grievance at the earliest possible date and in all cases the Director shall give his/her answer to the grievance within four (4) working days after the receipt of the appeal. The Director shall give his/her answer to the grievance in writing, providing two (2) copies for the Union. The answer shall set forth the relative information used in arriving at his/her decision.
- (8j) Level Four: In the event the grievance is not settled at level three, the employee may appeal the matter to the Board's Appeal Committee. The appeal shall be initiated by a notice in writing filed with the employer's senior Human Resources manager. The appeal shall be heard at the earliest possible date and, in all events, within ten (10) working days after the notice of appeal has been filed. The Appeal Committee shall give its answer to the grievance in writing within seven (7) working days after the appeal is heard.
- (8k) Level Five: Within ten (10) working days of the receipt of the answer at level four, the Union may, by written notice to the Office of Human Resources, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this

Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the Board and the Union. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

All grievances not appealed to the AAA by the Union within thirty (30) calendar days after the receipt of the Level four answers shall be considered settled on the basis of the last answer by supervision. An extension will be granted if requested.

- (81) Time Limits on Filing an Appeal: Any grievance not appealed by the Union or aggrieved employee within three (3) working days after receipt of written answers at levels two and three, and within ten (10) working days at Level four, shall be considered settled on the basis of the last disposition by supervision. If an answer is not received within the time limits set forth above, an appeal may be taken to the next level. A grievance may not be filed after the lapse of twenty (20) working days from the date the incident occurs.

## SENIORITY

- (9) **Definition and Purpose:** Seniority is length of continuous service in any job in the bargaining unit.

The purpose of seniority is to determine the right of any employee to any job within a classification, and within the system.

- (9a) **Types of Seniority:** Classification seniority is length of continuous service within a classification in the bargaining unit.

System seniority is the length of continuous service in the bargaining unit at Charles Stewart Mott Community College regardless of the classification in which served.

Temporary seniority is any service by temporary employees in the bargaining unit.

### **Acquiring and Accruing Seniority**

- (9b) **Probationary Employees:** All regular employees shall be on probation for the first ninety (90) working days of their employment, provided that such employment is served in a period of six (6) consecutive months. When a close-down period occurs, the six-month period shall be extended by the length of the close-down period. Upon the completion of the probationary period, such employees shall receive classification and system seniority credit from the first day worked and shall thereafter accrue such seniority. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason must, on re-employment, serve another period of probation. In the event a temporary employee has filled a protected position for a period of one hundred and thirty (130) working days within a thirty-six (36) week period, and then successfully bids to a permanent position, said employee shall not have to serve a probationary period.

- (9c) **Temporary Employees:** In the Maintenance and Operational department all persons employed to meet temporary or seasonal needs or persons employed who are necessary to fill employment demands of a particular work force are temporary employees.

The College has the right to employ substitutes for regular bargaining unit employees who are absent. The rates of pay for substitutes shall be established by the College. Such rate shall be less than the temporary rate.

- (9d) **Part-time Employees:** Any person regularly employed to work less than eight (8) hours per day, five (5) days per week, or less than fifty-two (52) weeks per year, is a part-time employee. Each part-time employee shall accrue classification, and system seniority and will be credited for all hours worked.

- (9e) Full-time Employees: Any person employed to work eight (8) hours per day, five (5) days per week, and fifty-two (52) weeks per year is a full-time employee. Each such employee shall accrue classification, departmental, and system seniority for each day of employment. Time spent working out of classification shall not be counted as classification time when computing classification seniority.
- (9f) Retention of Past Seniority: All classification, and system seniority acquired by any employee except temporary employees prior to the date of this Agreement shall be retained. Temporary seniority shall be accrued from the date of this Agreement.
- (9g) Merger of Classification: In the event classifications are hereafter merged, each employee shall retain all system seniority accrued to the date of such merger. Each employee's classification seniority shall, after such merger, be the sum of his/her seniority accruing in each of the merged classifications.
- (9h) Transfers, Promotions, and Demotions: Any employee who is promoted or demoted or who is transferred to another classification shall not accrue seniority in the classification to which assigned until he/she has satisfactorily completed a thirty (30) day probationary period except as otherwise provided in Paragraph (11g) of this Agreement. Upon satisfactory completion of such probationary period, he/she shall be given credit for classification seniority from the first day of work in the classification to which he/she has been assigned. System seniority shall continue to accrue during such 30-day period.

Employees' positions which are protected by the provisions of Paragraph (15n) shall be filled on a temporary assignment made by administration up to the length of time the position is protected.

Temporary employees filling positions on a full-time basis shall be entitled to the regular wages provided for in this Contract, and shall also pay the Union dues and/or representation fees as provided for in Paragraphs (4) through (5c) after the first thirty (30) working days of their employment. Such employees shall have no right to continuing employment or status beyond that provided in Paragraph (9c); provided, however, that upon the fulfillment of the requirements of section (9b), the temporary employee shall have all the rights, benefits and privileges of this Contract except those that are inconsistent with the protections afforded regular employees under section (15n).

The employee filling the protected position on a temporary basis shall not accrue seniority in the temporary and protected position he/she fills. But, time in the temporary position shall be counted as seniority in the employee's classification at the time of his/her assignment for bidding another permanent position.

- (9i) Seniority Lists: Seniority lists shall be prepared as soon as possible after the date of this Contract, and such list shall be revised every six (6) months thereafter. A copy of such list shall be given to the Union and copies thereof shall be posted on the employees'

bulletin boards. Each list shall include classification, and system seniority of each employee except temporary employees.

Each employee shall have the right to challenge the accuracy of the seniority report for him/her in the first list posted for a period of sixty (60) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of thirty (30) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

Accrued seniority of temporary employees shall be calculated only when necessary to determine such employee's right to probationary employment.

(9j) **Loss of Seniority:** All employees, except temporary employees, shall lose classification and system seniority when they:

Voluntarily quit

Are discharged

Absent themselves from working without notice for three (3) consecutive working days.

Fail to return from approved leaves of absence on or before the appointed time.

Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Temporary employees shall lose seniority when they:

Voluntarily quit

Are discharged

Are absent without notice for three (3) consecutive days on which they are assigned to work.

(9k) **Bargaining Team Seniority:** The bargaining team will hold top seniority in case of layoff.



## LAYOFF AND RECALL

- (10) When any employee within any classification is laid off, the employee with the least classification seniority shall be laid off first.

A minimum of twenty (20) working days will be given for notice on layoffs due to a reduction in staff, excluding temporary employees.

- (10a) An employee who has been laid off may, at any time, displace an employee in any other classification in which he/she has previously worked, if he/she has more seniority in the other classification than the employee to be displaced. Such employee shall be paid the highest wage rate in the other classification or his/her classification wage rate, whichever is lower.
- (10b) If an employee in the Maintenance and Operational department cannot displace any other employee under the provisions of this Paragraph (10), an employee in said department may displace the employee in Custodian II classification with the least departmental seniority if the laid-off employee has more department seniority than the employee to be replaced. Such employee shall be paid the highest wage rate in such classification or his/her classification wage rate, whichever is lower.
- (10c) Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in Paragraph (10) if such jobs become available before recall to the jobs from which they were laid off.
- (10d) No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
- (10e) In all instances in which a senior employee displaces a junior employee, provisions of this Agreement guaranteeing a trial period or qualifying period shall not apply, and any employee who displaces another must be capable of performing the duties of the job after a period of two (2) days in which to familiarize himself/herself with the duties of his/her job.
- (10f) Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded at the Human Resources Office by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice.

## VACANCIES, TRANSFERS, AND BID PROCEDURES

(11) Posting Vacancies: All job vacancies in the bargaining unit, except temporary jobs as defined in Paragraph (9c), shall be posted on the employee bulletin board in each building at least five (5) working days before the vacancies are filled; provided that, any vacancy may be filled on a temporary basis for a period not to exceed thirty (30) working days; provided further that, posting may be waived by agreement between the Union and the Board in cases of involuntary transfers.

(11a) Transfers: Transfers, whether voluntary or involuntary, are the change from one job to another within the same classification and grade and at the same rate of pay. Transfer within classification shall be given to the employee with the most classification seniority. Permission to transfer shall not be granted to any employee more often than twice in any twelve (12) month period, except for the good of the school system. Involuntary transfers may be made by the Board for the good of the school system after discussion of the transfer with the Union. Any transfer ordered by the Board over the objection of the Union may be made the subject of a grievance, but such transfer shall remain in effect during the pendency of the grievance.

(11b) Bid Procedures: Applications (bids) to fill any vacancy or for transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:

Each applicant shall fully complete one (1) bid and transfer form provided by the Board for each posted vacancy. The bid and transfer form shall be placed in the envelope provided by the Board and placed in a locked box in a mutually agreed upon location.

All blanks on the outside of the envelope shall be properly and completely filled in.

The employee shall submit the envelope containing the bid to the employer's senior Human Resources manager prior to the deadline fixed for submitting bids; provided that a co-worker may submit a bid for a fellow employee if he/she writes on the bid and transfer form the employee's name and his/her own name, e.g. (John Doe by Alex Smith).

(11c) Filling Vacancies: The Board shall place a successful job bidder in the new job within five (5) working days of Board action. In case of a bid withdrawal the vacancy will go to the next job bidder providing he/she meets all the requirements of the job. If a job is not filled within a period of ninety (90) calendar days because of budgetary restraints or no successful job bidders, the job shall be reposted.

(11d) On-the-Job Training Progression Track: Positions in the bargaining unit in which on-the-job training is required are listed in Appendix A. Such other positions as shall be agreed upon between the Board and the Union may be added to the list. Each person taking a position in the Progression Track must start at the posted wage rate and serve the required

time in each step and grade in the Progression Track except as provided in IV A and B below.

If no employee possessing the required qualifications bids on the vacancy and passes the tests, the Board may fill the vacancy from outside the system with a person who has the required qualifications and who passes the tests.

I. General Qualifications for all classifications:

1. High School Graduate or equivalent.
2. Mechanical experience or tested mechanical aptitude is preferred.
3. Manual dexterity.
4. Satisfactory completion of math courses through algebra preferred or tested math aptitude.
5. Ability to distinguish color.
6. Ability to work at varying heights.
7. Ability to work in cramped quarters.
8. Ability to work in varying weather conditions.
9. Ability to obtain a chauffeur's license and meet the requirements of the insurance carrier.
10. Ability to follow instructions.
11. Ability to work as a team member.

II. Progression through the varying levels is based on work performance and proficiency of job assignments at each level. In the event an employee hasn't been given the chance to perform or take related classes the employee will not be held back, but will progress to the next level and then be given the opportunity to take necessary training.

III. Movement to the next higher level will be made after satisfactory completion of all criteria and a written recommendation from the immediate Supervisor and Department head to Human Resources. All such recommendations must be accompanied by performance documentation which has been signed by the Employee and the immediate Supervisor. (See Appendices B, C, D, E, F and G for listing of standards.)

IV. The minimum length of time at any level (other than beginning and 6 month) is twelve (12) months (time off for illness, leaves of absence not counted in calculating such time).

A. Exception: Progression may be accelerated by three (3) to six (6) months, if an employee simultaneously completes courses and demonstrates to the satisfaction of management their ability to perform at the next higher level.

B. Exception: Management may place an employee on an accelerated program because the employee has demonstrated their ability to perform at the next higher level and manpower needs indicate a higher level of proficiency needed at the next level.

V. Employees in the On-The-Job-Training Program who fail to progress from the 6 month level to level III within a reasonable length of time (24 to 48 months) may be removed from the program with no decrease in salary and returned or placed in a lower classification or to the next available opening in the unit per provisions of Paragraph 10 (Layoff and Recall). Such action will occur if the department work load indicates the

need for more proficient personnel within level I and/or II of the program and management is unable to increase headcount at the higher level. Removal will be based on the lowest performance proficiency demonstrated by those in the classification. All performance being equal, the person with the lowest classification seniority will be affected.

- A. Employees removed from the program are not prohibited from applying for posted future openings but must attach evidence such as course completion with satisfactory grades to indicate an ability to progress past the level from which they were removed. Such person will be returned to the level from which they were removed.
  
- VI. Employees who attain level III or IV of the progression track and are unable to meet the performance criteria of the next higher level within a reasonable time period (12 to 24 months) will be frozen at the level until such time as performance standards are met.
  
- VII. Recognizing the needs of our current work force, management may post openings at other than the beginning level on a 1:1 ratio.
  
- VIII. Employees at the higher levels in the track are expected to continue to perform in a satisfactory manner all proficiency areas in the lower levels.
  
- IX. Management will discuss each area of proficiency required with the employee when the employee starts the level, and documents in writing how each criteria is to be performed and/or proficiency obtained, and how each will be evaluated. This document will be the basis for all performance appraisals and must be signed by the employee and the supervisor at the start of each level (see Appendices C, D, E, F and G).
  
- X. Movement of the employee to a higher level will not necessarily create a vacancy in the program.
  
- XI. Performance appraisal committee shall consist of two (2) members of management, and one (1) member of the unit.
  
- XII. For all levels below IV, Board or the Union may request an interim performance appraisal.
  
- (11e) Responsibility Progression Track: Vacancies in this track shall be filled from the qualified employees bidding on the vacancy, subject to the testing and trial period requirements hereinafter set forth, in the following order of priority:

First Priority: By the employee having the most seniority in the classification in which the vacancy occurs.

Second Priority: By the employee having the most system seniority.

If two (2) or more employees having equal seniority bid on a vacancy the employee having the most classification and system seniority shall be selected. If two (2) or more such employees have equal classification and system seniority, the employee to fill the vacancy shall be selected by lot.

In the event no employee bids on the vacancy, the Board may fill the vacancy from outside the system.

- (11f) **Testing and Trial Period:** Any employee assigned to fill a vacancy as a result of his/her request to transfer or any employee receiving promotion shall be given a maximum of thirty (30) working days to prove his/her ability to perform the required duties of the position. If unable to qualify, he/she shall be returned without prejudice to a position equal to his/her former position at his/her former rate of pay as soon as such vacancy is available. Until a vacancy is available, he/she may be assigned to other duties at his/her former rate of pay. On or before the thirtieth (30<sup>th</sup>) day of such trial period, the employee's ability to do the required work must be evaluated by his/her immediate supervisor, who shall give consideration to the employee's willingness to work, his/her ability to do the required work, and his/her progress in achieving the skills he/she has had the opportunity to learn. If the supervisor shall determine that the employee has not proved his/her ability to do the work required within the trial period, the employees next entitled to the job shall be granted trial periods in turn until the vacancies are filled. No transferred employee who has successfully completed the thirty (30) day trial period herein required in the classification in which the vacancy occurs shall be required to complete another trial period in the classification in which the vacancy occurs. All employees bidding on jobs in the Responsibility Progression Track are required to take the tests as established from time to time for such positions. Any exceptions to this Paragraph are noted in Paragraph (11d).

No employee who receives an average score of less than seventy percent (70%) on all written tests and an average score of less than seventy percent (70%) on all proficiency tests shall be eligible to fill any vacancy. The employee meeting these minimum requirements having the most applicable seniority shall be selected. Any employee will be permitted to examine his/her graded test in the presence of the testing officer.

An employee who bids a higher classification may request, within the probationary period of his/her assignment, to return to a position in his/her last former classification. On return to his/her former classification, he/she shall retain all classification seniority previously accrued in the classification to which he/she returns.

- (11g) **Grievances:** The assignment of any employee to a job out of classification may be taken up as a grievance. If it shall be determined that the grievant should have been assigned to the job, the employee erroneously assigned to the job will be immediately returned to his/her former classification at his/her former wage rate and the grievant shall be paid the difference between his/her former wage and the wage rate of the job in question for the

number of hours worked by the employee erroneously assigned to the job from the date the grievance was filed to the date the job assignment is corrected.

- (11h) Refusing Promotion or Transfer: Any employee may refuse promotion or transfer, except transfer for the good of the system, without loss of seniority or without prejudice to future consideration for promotion or transfer.

WORK WEEK, HOURS OF WORK, AND SHIFTS

(12) **Work Week:** The standard work week will consist of five (5), eight (8) hour days, Monday through Friday, except in those areas where seven (7) day work week schedules are required, in which case the standard work week shall consist of five (5) consecutive eight (8) hour days in each period of seven (7) consecutive days beginning with the first shift on Saturday and ending with last shift on the following Friday.

(12a) **Shifts:** The following shall be the schedule of shifts in the Maintenance and Operational Department 40-hour work week, five (5), eight (8) hour work days:

First shift	6:00 a.m.	-	2:30 p.m.
First shift	8:00 a.m.	-	4:30 p.m.
Second shift	2:30 p.m.	-	11:00 p.m.
Second shift	5:00 p.m.	-	1:30 a.m.
Third shift	9:00 p.m.	-	5:30 a.m.
Third shift	10:30 p.m.	-	7:00 a.m.

The above shift schedules will prevail except when changed by a specific bulletin issued by the Board and Union.

(12b) Employees shall not leave their assignments on paid time except with the permission of their most available supervisor.

(12c) **Time Clock Procedures:** Each employee must punch his/her time card in when he/she arrives for work and out when he/she leaves work. All employees regularly assigned to a building must punch out for lunch only when leaving campus and upon return.

(12d) **Lunch Periods-Maintenance and Operational:** Paid lunch periods of twenty (20) minutes for those employees who cannot leave their job will be scheduled during the working day approximately midway in the shift. All other employees in the Maintenance and Operational Department will be assigned a lunch period of thirty (30) minutes on their own time approximately midway in the shift.



## REST PERIODS

- (13) Each employee shall be granted a fifteen (15) minute rest period during each four (4) continuous hours worked. Supervisors will plan work so as to permit rest periods. Employees may not lengthen lunch periods, other rest periods, start work later, or leave work earlier because of having missed a rest period.

## COMPENSATION

- (14) Basic Rate: Each employee shall be paid the straight hourly rate set forth in Appendix A for the classification and grade to which he/she is assigned, except as herein otherwise provided.
- (14a) Overtime: All hours worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in the standard work week, all hours worked on any shift which starts on Saturday or Sunday, except for employees whose regularly scheduled Monday shift starts on Sunday after the hour of 10:15 p.m. and except for employees on seven (7) day work week schedules and all hours worked during a paid holiday shall be paid at the rate of one and one-half (1 ½) times the basic hourly rate plus the cost-of-living allowance.

Overtime hours will be equalized within classification and within each (main or branch - Southern Lakes) campus.

When an employee refuses overtime work, the employee will be charged with the overtime hours. The employee who accepts overtime work and fails to report shall be charged with two times the overtime hours the employee was scheduled to work.

Equalization of hours on a continuous basis and hours shall be kept equal at all times, except that supervisors shall be permitted to deviate up to eight (8) hours when placing the call for overtime for emergencies. Emergencies shall be deemed to be overtime calls from 4:00 p.m. to 7:00 a.m. of the next succeeding work day. In selecting employees for overtime work, low-hour employees shall be asked first, etc., until the required number of employees needed for the overtime work have been selected.

It is the responsibility of each employee to furnish his/her immediate supervisor with a correct telephone number. If the employee does not do this, the College has no obligation to the employee and the employee shall have no basis for a grievance.

Equalization charts shall be posted every two (2) weeks.

An employee who wishes to be excused from scheduled overtime must call his/her supervisor two (2) hours in advance.

Employees who have exhausted their sick and emergency leave and are removed from the payroll will be placed on high overtime upon their return to work.

Employees who have not exhausted their sick and emergency leave and who have been out 23 continuous working days will be placed on high overtime hours upon their return to work.

Employees who are on the following paid leaves of absence, worker's compensation, jury duty, and military service for a period in excess of twenty-three (23) working days will be placed on high overtime upon their return to work.

Employees who are on unpaid leaves of absence as provided for in the Master Contract and are off the payroll for a period of 23 continuous working days will be placed on high overtime hours upon their return to work.

There shall be no obligation to offer overtime to any employee who utilizes a full day or half day of sick leave on the date overtime is offered. An employee on sick leave shall not be charged for refusal of overtime for any such day. Sick leave on Friday cancels an overtime assignment on Saturday or Sunday.

There shall be no obligation to offer overtime to an employee on vacation. An employee on vacation who is contacted for overtime shall not be charged for a refusal.

An employee previously scheduled for overtime prior to scheduling vacation shall report as scheduled unless proper notice is given in advance to the supervisor. The supervisor shall notify such employee in advance if the overtime is canceled.

The equalization charts shall be posted at a mutually agreed place to assure adequate accessibility for all concerned.

All Maintenance and Operational employees shall receive two (2) hours advance notice of overtime except in cases of emergency.

Employees must have previously demonstrated the necessary skills to perform the overtime assignment or such overtime assignment shall be made to a qualified employee.

If an employee is called on three (3) different dates and does not answer, he/she will be charged for the overtime hours worked during the period covered by the third call.

- (14b) All overtime worked must be scheduled and have prior approval of the immediate supervisor.

**Compensatory Time:** All employees working beyond eight (8) hours per day or forty (40) hours per week, shall be given a choice of receiving either additional pay at the time and one-half (1 ½) rate or compensatory time in an amount one and one-half (1 ½) times the overtime hours worked in conformity with federal and state law. Compensatory time may be accrued up to a maximum of 40 overtime hours of work or 60 hours of compensatory time. All additional overtime hours of work shall be paid overtime compensation. Upon termination, unused accrued compensatory time shall be at the regular rate earned by the employee at the time the employee receives such payment. The use of accrued compensatory time must be scheduled and have prior approval of the

immediate supervisor. No more than 25% of the crew shall be off on compensatory time at any one time.

- (14c) Call-in Pay: All Maintenance and Operational employees shall receive a minimum of two (2) hours' pay when requested to report for work outside their regularly assigned shifts unless such work shall occur immediately preceding or immediately following their regularly assigned shift.
- (14d) Shift Differentials: A premium of fifteen (15) cents per hour shall be paid to each employee who works a major portion of the second shift and thirty (30) cents per hour for each employee who works a major portion of the third shift.
- (14e) Group Leaders: Group Leaders appointed by administration shall, while acting in such capacity, receive a differential of fifty (50) cents per hour. In the event a group leader shall be appointed on a permanent basis, the differential shall be one (1) dollar per hour.
- (14f) Cost-of-Living Allowance: A cost of living allowance for each Maintenance and Operational employee covered by this Agreement shall be fifty (50) cents per hour.

No additional cost of living allowances shall be allowed beyond the amounts stated above.

- (14g) The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, holiday payments, sick and emergency leave pay, and paid absence allowance.

## LEAVES OF ABSENCE

### PAID LEAVES OF ABSENCE

- (15) Vacations and Holidays: All employees regularly assigned to work eight (8) hours per day, fifty-two (52) weeks per year, shall receive paid vacations in each year.

All employees regularly assigned to work twenty (20) hours per week or more, but less than forty (40) hours per week, fifty-two (52) weeks per year, who have the required continuous years of service shall receive one-half (1/2) of the paid vacation allowance in each year.

Employees with less than four (4) years of continuous service shall accrue vacation time at the rate of six and two-thirds (6 2/3) hours per month (Eighty (80) hours for the fiscal year).

After the completion of four (4) continuous years of service with the Board, an additional forty (40) hours of vacation will be credited to the employee during the anniversary month of employment, and the vacation allowance for that month and succeeding months will be computed at the rate of ten (10) hours per month (One-Hundred Twenty (120) hours for the fiscal year).

After the completion of ten (10) years of continuous service with the Board, an additional forty (40) hours of vacation will be credited to the employee during the anniversary month of employment, and vacation allowance for that month and succeeding months will be computed at the rate of thirteen and one-third (13 1/3) hours credit per month (One- Hundred Sixty (160) hours for the fiscal year).

An employee may be paid in lieu of accrued vacation allowance, for up to one-half (1/2) of the accrued vacation allowance. Employees requesting pay in lieu of vacation can request to be paid by separate check providing that pay requested is at least forty (40) hours and employee has given five (5) days notice prior to the end of the payroll period reporting date.

No other employees shall receive paid vacations.

Vacation allowance shall be accrued on a monthly basis from the date of employment; provided that, any new employee who begins work on or before the fifteenth (15<sup>th</sup>) day of any month shall accrue six and two-thirds (6 2/3) hours vacation allowance for that month and any employee who begins work on or after the sixteenth (16<sup>th</sup>) day of any month shall accrue no vacation allowance for that month. All eligible employees shall be paid accrued and unused vacation time upon the termination of employment.

Vacation allowances may not be accumulated.

Vacations are considered a matter of right and each employee shall be eligible to take his/her vacation during the year in which it is earned. Paid holidays to which an employee is entitled under this Agreement shall not be counted as vacation time. Vacation days are to be scheduled one (1) week in advance.

If it is not feasible for the employee to take vacation days during the fiscal year when they accrue, they must be taken during the following fiscal year or be forfeited.

All Maintenance and Operational employees, except temporary employees, shall be paid for the following holidays when they fall within a calendar week in which the employees are regularly assigned to work:

Independence Day	*Christmas Day
Labor Day	*New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day

\*Refer to perpetual calendar

Part-time employees shall receive pro-rated amount toward benefits during the Christmas/New Year holiday shutdown, including the holidays, provided the employee's contract extends through the Winter Semester.

Vacation and holiday pay shall be at straight time plus the cost-of-living allowance. Shift differentials shall not be paid.

In the event the length of the academic calendar should require unit members to work on a holiday listed in this contract, as, for example, a scheduled holiday during the Christmas/New Year period, such day(s) shall be rescheduled to be taken before the end of the fiscal year. The scheduling of such days is between the employee and their immediate supervisor.

- (15a) Paid Sick and Emergency Leaves: Combined sick and emergency leaves shall be granted annually as follows:

Twelve (12) days for forty-eight (48) weeks or more per year employees.

All full-time employees shall be credited eight (8) hours of sick and emergency leave time for each full month worked during the fiscal year.

All other employees regularly assigned to work twenty (20) hours per week, or more, but less than forty (40) hours per week shall be granted sick and emergency leave allowance pro-rated to forty (40) hours per week. Such prorated time shall be credited on a monthly basis.

No other employees shall be entitled to paid sick and emergency leave.

Sick and emergency leave credit provided in Paragraph (15a) shall be reduced by one (1) day for each month that an employee is on unpaid leave of absence. No employee shall forfeit sick and emergency leave during any approved leaves of absence which have been accumulated in years prior to the year in which the approved leave is taken. Each employee who is on approved leave of absence at July 1 shall receive sick and emergency credit upon his/her return to work prorated to the following July 1. Employees who are on unpaid leave for one-half (1/2) month, shall receive pro-rated sick and emergency leave. Employees who are on unpaid leave for more than one-half (1/2) month shall not receive sick and emergency leave time for that month.

New employees must work one (1) full month to be entitled to use sick and emergency leave. No employee may use sick and emergency leave except during his/her regularly assigned work year. No employee may use sick and emergency leave while on vacation or while on unpaid leave of absence. An employee will not be paid holiday pay if he/she is absent without pay on the day before and/or after said holiday.

#### Bonus

Employees who have not used any sick and emergency leave time from July 1, through December 31 shall receive a bonus payment of one-hundred (\$100.00) dollars, paid in January. Employees who have not used any sick and emergency leave time from January 1, through June 30, shall receive a bonus payment of one-hundred (\$100.00) dollars, paid in July. Employees who have not used any sick and emergency leave time from July 1 through June 30 shall receive a bonus payment of three-hundred (\$300.00) dollars. Bonuses shall be paid in the first (1<sup>st</sup>) pay of the fiscal year. Bonus payments shall not exceed three-hundred (\$300.00) dollars per fiscal year.

Sick and emergency leave may be used for the following purposes:

- (1) **Personal Illness:** An employee claiming leave for personal illness, before being entitled to sick pay shall, after the fifth (5<sup>th</sup>) working day of absence, submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness.

Before an employee may return to work after an illness of more than five (5) days' duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.

- (2) **Serious Illness or Death of a Member of the Immediate Family:** When an emergency leave is claimed for serious illness or death of a member of the employee's immediate family, such leave shall be granted automatically for a period not to exceed five (5) working days. Such leave may be extended

automatically for a period not to exceed three (3) additional working days when serious illness of a member of the employee's immediate family is followed by death. Such leaves may be further extended with the approval of the Emergency Leave Committee. Before payment is made for such leaves, the employee shall submit an emergency leave application on the appropriate form to his/her immediate supervisor.

The immediate family shall mean husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.

- (3) Unusual "Hardship" Cases: Leaves claimed because of quarantine shall be granted automatically upon written recommendation of the employee's immediate supervisor.

Leaves claimed for catastrophe, such as fire, flood, tornado, and accidents, shall be granted automatically upon written recommendation of the employee's immediate supervisor for a period of not more than one (1) day. Such leaves may be extended with the approval of the Emergency Leave Committee.

All other leaves claimed for "unusual hardship" reasons may be granted upon written application to the Emergency Leave Committee.

When the college or a campus is closed (Act of God Day), employees affected shall be paid for the day. If an employee reports for work or is called in by a supervisor, that employee will be paid straight time for the hours worked up to eight hours, and then time and a half for hours over eight, in addition to the day's pay.

- (4) Emergency Leave Committee: The committee shall consist of three (3) employees appointed by the Union and three (3) persons appointed by the Board. The College's senior Human Resources manager or his/her designee shall be an ex officio member of the committee. A quorum for a meeting of the Committee shall be six (6) people.

Either the Board or the Union may send representative by proxy.

The decision of the Emergency Leave Committee shall not be subject to a grievance.

- (15b) Compensable Illness and Injuries: All employees in the bargaining unit are covered by the Michigan Workers Compensation Act. The compensation provided therein shall be the only compensation paid to employees entitled to compensation thereunder; provided that, any employee may elect to charge lost wages not covered by Workers Compensation



against his/her unused sick and emergency leave to the extent thereof. Payments to employees under this Paragraph shall not exceed the employee's regularly scheduled daily wage, exclusive of shift differential. Any person who is injured on the job and is off on Workers Compensation shall accrue vacation and sick days in the same manner as if he or she is working for a period up to six (6) months, but shall not exceed six (6) months, and shall be credited with these days upon return to work.

- (15c) **Jury Duty and Court Service:** When an employee is called for jury services, he/she shall give his/her immediate supervisor proper notice and he/she shall be given leave with pay. Any juror's fees received by the employee shall be paid to the Board.

When an employee is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees paid to the employee as a result of such court service will be paid by the employee to the Board.

Leave with pay is for only time scheduled to work for the Board.

- (15d) **Military Service:** When an employee who now or hereafter becomes a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, is called to active duty during his/her regularly assigned work year, he/she shall be paid the difference between his/her straight time daily rate, exclusive of shift differential, and the base pay and allowances of the State of Michigan or other governmental authority having charge of such service for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Human Resources a letter from his/her Commanding Officer stating the period of active duty and the allowance paid to the employee by the State of Michigan, or other governmental authority, for such service. Such payment shall not be charged against the employee's sick and emergency leave allowance.

- (15e) **Personal Business Days**

- a. Effective July 1, 1996, three (3) days of paid personal leave shall be granted annually to each regularly assigned full-time, 40 to/and including 52 week employees. Effective July 1, 1997, four (4) days of paid personal leave shall be granted annually to each regularly assigned full-time, 40 to/and including 52 week employees. Effective July 1, 1998, five (5) days of paid personal leave shall be granted annually to each regularly assigned full-time, 40 to/and including 52 week employees. Employees employed for less than full time, but one-half (1/2) time or more will be granted half of the number of personal business days noted above.
- b. It is agreed that paid personal business days are provided for legitimate business, professional, and family obligations of an employee which cannot be met outside of their regularly scheduled assignment. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, dental

appointments, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions.

- c. Applications for paid personal business days shall, except in emergencies, be made to the immediate supervisor at least three (3) days prior to the date of such leave on a form provided by the Board.
  - d. Unused personal business days shall accumulate as sick leave days only.
- (15f) Forfeiture of Paid Leave: All accumulated sick and emergency leave shall be forfeited upon the resignation or discharge of an employee. All employees who retire after reaching mandatory retirement age, all employees who retire at any age if at retirement such employees qualify for and receive retirement benefits under the Michigan Retirement System for Public School Employees Act, and the beneficiary of any employee who dies while employed by the College shall be entitled to be paid for their unused sick and emergency leave allowance as follows:

Up to 70 days - full straight-time daily rate  
exclusive of shift differential

70 to 140 days - One-half of straight-time daily rate  
exclusive of shift differential

All unused sick and emergency leave in excess of 140 days shall be forfeited.

#### Unpaid Leaves of Absence

- (15g) Extended Leaves: Any employee whose personal illness extends beyond the period compensated under sick and emergency leave provisions of this Agreement shall be granted extended unpaid leave for six (6) months from and after the last day of paid sick and emergency leave, renewable at six (6) month intervals for a period not to exceed twenty-four (24) months in total. The employee shall, upon demand, present proof of continuing illness. If the Board requires a physical examination by a physician designated by the board, the Board shall bear all expense thereof. Extended illness leaves for longer than twenty-four (24) months shall not be the subject of grievance. Employees shall not accept other employment while on extended illness leave unless permission has been granted by the Board, prior to the acceptance of such employment. The Board shall not withhold its permission, provided the work to be performed is not available through the Board and/or is not of such a nature that it will aggravate the cause of the employee's absence. Any employee who accepts other employment while on extended illness leave without the permission of the Board shall be discharged.
- (15h) An employee may request to take an unpaid leave for purposes of pregnancy, rearing of children, or adoption. Such leave may be granted for up to twelve (12) months. Should an employee during pregnancy require a medical leave, such a leave will be in accordance with provisions of 15a and 15g.

- (15i) Religious Holidays: Three (3) days' leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays. Such leave shall be granted only if the employee shall file written application therefor with his/her immediate supervisor at least two (2) working days before such religious holiday.
- (15j) Military Leave: Unless circumstances have so changed as to make it impossible or unreasonable to do so, any employee who has heretofore left or who hereafter leaves other than temporary employment with the Board to serve in the Armed Forces and who receives an honorable discharge and applies for a position within ninety (90) days after such discharge shall be re-employed to a position of like nature, seniority, status, and pay as that which he/she held immediately prior to his/her entry into the Armed Forces within thirty (30) days after such application. If such a position is not readily available, an adjustment in the work force will be permitted to accommodate such employee. Such employee shall be re-employed without loss of status or seniority and shall be entitled to participate in all benefits then granted by the Board. Such employee shall not be subject to discharge for a period of one (1) year except for just cause.
- (15k) Study Leave: The Board may grant, upon written application, a leave of absence for study for one (1) year without pay.
- (15l) Union Leave: Unpaid leave of absence for Union business shall be granted for not to exceed two (2) years per employee, upon written application to the employer's senior Human Resources manager; provided that, no more than one (1) employee shall be absent on union leave at any one time.
- (15m) Other Unpaid Leave: Unpaid leave of absence may be granted for other justifiable reasons by the head of the department to which the employee is assigned upon written application therefor. Leaves under the category of "Other Unpaid Leave" for longer than thirty (30) days may be granted upon application in writing to the employer's senior Human Resources manager. Such leaves may be granted for not more than sixty (60) days in total and only on the written approval of the employer's senior Human Resources manager and only when the services of the employee are not immediately required and there are employees available in the department capable of doing his/her work. An employee who accepts employment while on leave under this Paragraph will be discharged.
- (15n) Miscellaneous: Unpaid leave of absence, except military leave shall be granted only after the completion of probationary service. Employees on unpaid leave of absence shall not receive years of service credit for salary increments or for progression within any classification for which a progression track has been or may hereafter established; provided that, employees on military service leave shall receive years of service credit towards salary increments and for advancement on the progression track if the Board

shall determine that the employee's military training is equivalent to the training required for advancement in such progression track.

- (15o) **Returning from Leave of Absence:** An employee returning from paid leave of absence shall be returned to his/her former position and classification except for those employees on Workers Compensation leaves which are longer than one (1) year. All employees returning from unpaid leaves of absence and Workers Compensation leaves for longer than one (1) year shall be re-employed upon the same terms and conditions and in the same manner as employees who are recalled after being laid off.

Any person returning from extended leave of absence for personal illness for a period no longer than six (6) months to a protected job as stipulated in Paragraph (9i), page 12, shall be placed in his/her former classification, job, and position and pay, but any extended leave for personal illness for longer than six (6) months shall be re-employed upon the same terms and conditions and in the same manner employees who are recalled after being laid off.

- (15p) **Seniority:** Seniority shall not accrue to any employee on unpaid leave of absence except as follows:

Military leave

First six (6) months of any unpaid sick leave

During the period up to two (2) years of leave for Union business, the employee taking such leave will return to the same classification grade and pay level he/she held prior to the Union leave.

First thirty (30) days of personal leave under the category of "Other Unpaid Leave"

First thirty (30) days of any leave for study

Seniority shall accrue during all paid leaves including Workers Compensation leaves.

- (15q) **Request for Leave:** Except in emergencies or as herein otherwise provided, an employee desiring unpaid leave of absence shall apply to the employer's senior Human Resources manager for such leave at least fourteen (14) days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) days.

Requests for leaves of absences of fourteen (14) days or less shall be made at least two (2) working days prior to the date on which leave is to commence except as herein otherwise provided. All requests for leave of absence and all dispositions thereof shall be in writing on appropriate forms.

## DISCIPLINE OF EMPLOYEES

- (16) It is recognized by Administration and the Union that Administration may issue written warnings and reprimands to employees.

Accumulation of such reports may lead to dismissal.

Copies of warnings and reprimands will be distributed to the Human Resources Office, employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. Less serious offenses, incidents of which may accumulate within a given period of time may lead to suspension and dismissal. The term "serious offenses" shall include, but not be limited to, the following:

Leave job assignment during working hours without permission  
(Warning to three (3) weeks layoff)

Absence of three (3) continuous working days without properly notifying supervisory personnel  
(Voluntary quit)

Falsification of personnel or other records  
(Reprimand to discharge)

Falsifying time cards of his/her or other employees  
(Warning to discharge)

Possessing concealed, unauthorized weapons or explosives on College property  
(Reprimand to discharge)

Theft  
(Discharge)

Sleeping on the job during working hours  
(Warning to discharge)

Fighting on College property at any time  
(Reprimand to discharge)

Immoral conduct or indecency  
(One week to discharge)

Insubordination (except in instances where safety is involved in carrying out an assignment)  
(Reprimand to discharge)

Making false, vicious, or malicious statements about any employee or supervisor  
(Warning to discharge)

Failure to report to work at the termination of a leave of absence  
(Voluntary quit)

Conduct unbecoming a school employee  
(Reprimand to discharge)

Reporting for work under the influence of alcohol or drugs  
(Warning to discharge)

Absence without reasonable cause  
(Counseling to discharge)

Initial counseling will be done by the immediate supervisor and/or department head with the Union representative present. Should it be determined that cause for excessive absenteeism is other than work related, a referral will be made through the Human Resources Office for confidential, professional counseling and/or therapy (source to be selected by management). Participation in counseling shall be mandatory. Failure to participate in counseling and/or if counseling does not correct the absenteeism problem, the employee will be subject to discipline up to and including discharge.

Deliberate violation of an established safety practice or rule  
(Warning to discharge)

Less serious offenses shall include but not be limited to:

Contributing to unsanitary conditions or poor housekeeping  
(Warning to discharge)

Engaging in horseplay, running, scuffling, or carelessly throwing things  
(Warning to discharge)

Unauthorized distribution of literature, written or printed matter of any description on College property  
(Warning to three (3) weeks layoff)

Reporting late for work repeatedly  
(Warning to discharge)

Ringling the time card of another employee  
(Warning to discharge)

Abuse, misuse, or deliberate destruction of College property, tools, equipment, or personal property of any employee in any matter.

(Warning to discharge)

Unexcused failure to call and report reason for not reporting to work. This should be done at least one (1) hour before start of shift.

(Warning to discharge)

Reprimand and warning reports issued for less serious offenses will remain in effect for a period of six (6) months unless the employee has received more than one (1) report within the six (6) month period.

In the latter case, all such reports shall remain in effect for a period of six (6) months from the date of issue of the last report. At the end of any six (6) month period during which the employee has had a record clear of any other reports, all reports for less serious offenses shall be removed from the employee's personnel record and returned to the employee at his/her request. Reprimand reports issued for serious offenses will remain in effect for a period of twelve (12) months unless the employee has received more than two (2) such reports within the twelve-month period. If more than two (2) such reports have been issued, the administration may proceed to suspend the employee and/or process dismissal.

It is understood, however, that nothing herein is intended to prevent Administration and supervision from taking immediate disciplinary action for serious offenses subject to the grievances procedure.

## WORKING CONDITIONS AND SAFETY

- (17) The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to him/herself, his/her fellow employees, and the Board in the prevention of accidents.
  
- (17a) Safety Committee: A safety committee consisting of four (4) members shall be established. Two (2) of the members shall be selected by the Union and two (2) shall be selected by the Board. Their names shall be certified to the Board and the Union respectively, in writing. The members of the committee shall serve until removed by their appointive authority. The committee shall determine and administer safety rules and regulations. It shall have the authority to recommend disciplinary action for Board employees, including supervision, who fail to comply with adopted safety rules and regulations.
  
- (17b) The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious, or political affiliation, union membership or activity.



## SAFETY DEVICES

- (18) The Board agrees to provide at its own cost, where necessary, hard hats, safety goggles, masks and protective gloves for electricians, maintenance and grounds crew and motor crew and such other safety devices, except safety shoes, as may be determined to be necessary by the safety committee.

## HEALTH AND WELFARE

- (19) Group Life Insurance: The Board shall provide, without cost to each full-time Maintenance and Operational employee, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$27,000 upon death and in the event of accidental death, a sum of \$54,000.

Each Maintenance and Operational employee regularly assigned to work less than full-time but one-half time or more, 39 to/and including 52 weeks (daily or weekly basis of assignment), shall be entitled to one-half (1/2) the amounts set forth above.

No other employees shall be entitled to this insurance coverage.

- (19a) Hospitalization and Medical Insurance: The Board will pay the premium for the Blue Cross-Blue Shield MVF-2 plus Master Medical Plan plus \$2.00 co-pay prescription drug or a Health Maintenance Organization coverage for each regularly assigned full-time 39-to/and including 52-week Maintenance and Operational Department employee or for any employee organization insurance or program equivalent thereto approved by the Board for both the staff member and his/her family.

Each Maintenance and Operational employee elects the HMO coverage, the College will pay a sum equal to the cost of Blue Cross-Blue Shield coverage for the appropriate category of single, individual and spouse, or full family, and the staff member will pay any additional cost through the payroll deduction process. If the cost of Blue Cross-Blue Shield coverage is more than that of the HMO coverage, the staff member receiving such different coverage will not be entitled to any cash rebate.

At age 65, the employee is required to enroll in Medicare in order to qualify for a plan equivalent to Blue Cross 65 or HMO 65, which the Board will provide during the period of continued employment.

Effective July 1, 1996, bargaining unit members who are eligible for health insurance but do not elect any of the above health plans; shall have \$100 per month to apply toward authorized tax-sheltered annuities and/or other approved options. This \$100 amount must be applied to these annuities and/or other options and shall not be taken as salary.

The Blue Cross-Blue Shield insurance programs described above shall be paid for each Maintenance and Operational employee who is on unpaid leave of absence due to injury or illness and for each employee on Workers Compensation, up to a maximum of six (6) months from the date said employee is removed from payroll.

- (19b) The Board shall provide, without cost, for each regularly assigned, one-half time or more 39- to and including 52-week Maintenance and Operational employee a long-term disability insurance which shall pay benefits of sixty percent (60%) of regular weekly salary to a maximum of \$200.00 per week with benefits starting after fifteen (15) consecutive working days following total and continuous disablement. Benefits could be

paid for a maximum period of three (3) years and only during an employee's regularly scheduled working year for any one disability. An employee's accumulated sick leave must be used during the waiting period prior to drawing disability insurance. After the waiting period, if any sick days remain, they shall be banked and recredited when the employee returns to work. Effective July 1, 1984, the above mentioned benefits will begin after thirty (30) consecutive working days following total and continuous disablement. No other employees shall be entitled to this disability insurance.

Optional Life and Disability Insurance: Optional Life and Disability Insurance will no longer be available on a payroll deduction basis. Those presently covered as of December 1, 1971, under Optional Life and Disability Insurance will be billed directly by the company if they wish to continue coverage.

- (19c) Dental Insurance: The Board shall provide, without cost to the staff member, Delta Dental Care Plan "C" with Orthodontic Rider O-1 (including internal coordination of benefits only) or an equivalent dental care plan for all full-time 40- to/and including 52-week employees and their eligible dependents effective June 1, 1978, (Effective January 1, 1981, E-O7 with internal and external coordination of benefits.)
- (19d) Vision Insurance: The Board shall provide, without cost to the employee, the Blue Cross Vision plan or an equivalent vision care plan for Maintenance and Operational employees effective July 1, 1984.

After July 1, 1984, if the cost of the program exceeds ten dollars (\$10) per month per employee, the college may change to a lower cost program.

- (19e) Educational Grant: In the absence of a state directive or prohibitive legislation, the Board will provide an Educational Grant Fund. The grant will be limited to an amount equivalent to tuition and related service fees for credit courses taken under the Associate Degree program at Mott Community College for full-time 40- to/and including 52-week Maintenance and Operational employees including spouse and dependent children (up to age 25) as defined by the Internal Revenue Code of the United States. The grant is dependent on completing the courses with a passing grade; otherwise, the College is to be reimbursed by the employee for full tuition and fees awarded in the grant prior to registration for subsequent semesters. In order to provide verification of dependency status for purposes of State of Michigan audit and college recordkeeping, the student shall process the grant through the Office of Human Resources.

Employees shall be allowed to take MCC classes that are job related during their regular shift, when said classes are not offered after working hours. Employees interested will need prior approval of their immediate supervisor. Employees taking classes during working hours will be allowed to make up hours missed on the same day at their regular rate.

Employees attending seminars on the recommendation of the Board will be paid for their regular wage not to exceed eight (8) hours in any one day or forty (40) hours in one week. In the event seminars are out of state or town, the Board will provide housing for employees and travel expense will be agreed upon prior to the seminar.

- (19f) Employees shall receive a maximum of \$100 per fiscal year for textbooks for job related classes. Following completion of the class for which books are purchased, such books shall be placed in the Facilities Management's library for use by other employees.

## WORK BY SUPERVISORS

- (20) Supervisory employees shall not perform work on any job covered by this Agreement except in the following types of situations:

In emergencies when regular employees are not immediately available.  
In instruction and training of employees.

- (20a) The provision of Paragraph (20) shall not be used in such a way as to permit a supervisor or employee not covered by this Agreement to prevent an employee covered by this Agreement from working overtime.

## BULLETIN BOARDS

- (21) Bulletin Boards shall be erected in a conspicuous place in all buildings where Maintenance and Operational employees work and shall be used for the purpose of posting notice of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

## BOARD AND UNION RIGHTS

- (22) The Maintenance and Operational employees and the Union as their exclusive bargaining representative shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.
  
- (22a) The Board hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and Constitution of the State of Michigan and of the United States except as expressly limited by the terms of this Agreement.

### EFFECT OF LEGISLATION

- (23) If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. And if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.



## STRIKES AND SANCTIONS

- (24) Neither the Union nor any persons acting on its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever in any matters which are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievances.
- (24a) The Union will not support the action of any employee taken in violation of Paragraph (24) nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited by Paragraph (24).
- (24b) Violation of Paragraph (24) by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- (24c) The Board, in the event of violation of Paragraphs (24) and (24a) will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

## MISCELLANEOUS

- (25) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- (25a) **Notices:** All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail addressed to the office entitled to notice at 1401 East Court Street, Flint, Michigan 48503, or to such other address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the Board's Human Resources Office. It shall be the responsibility of the employee to notify the Human Resources Office and his/her immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- (25b) **Supervision Returning to the Bargaining Unit:** Any member of the bargaining unit who is promoted into a position which directly supervises M&O employees may elect to return to the bargaining unit, or be returned to the bargaining unit by management, within one year from the date of the promotion out of the bargaining unit. During this one year period, the promoted employee may return or be returned to his/her former position without a loss of seniority and at the rate of pay which would have been in effect had the employee not been promoted. The supervisor who elects to return to the bargaining unit must provide the employer and union president thirty days advance written notice of his/her election. All rights and benefits under the M&O contract cease for the promoted employee after this one year period.
- (25c) **Job descriptions of all positions will be supplied to the Unit Chairperson.**

## STRIKES AND SANCTIONS

- (24) Neither the Union nor any persons acting on its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever in any matters which are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievances.
- (24a) The Union will not support the action of any employee taken in violation of Paragraph (24) nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited by Paragraph (24).
- (24b) Violation of Paragraph (24) by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- (24c) The Board, in the event of violation of Paragraphs (24) and (24a) will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

*Revised  
5/29/97*

## MISCELLANEOUS

- (25) Entire Agreement: This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
  
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- (25b) Supervision Returning to the Bargaining Unit: Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is requested by management to return to the bargaining unit shall return to the same or similar class, grade, seniority, and pay level he/she held prior to his/her appointment to supervision.
  
- (25c) Job descriptions of all positions will be supplied to the Unit Chairperson.

TERM OF AGREEMENT AND RE-OPENER

- (26) This Agreement shall remain in full force and effect without change, addition, or amendment until June 30, 1999. At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one or more years.
- (26a) Notice of intention to re-open this Agreement shall be given in writing by the party desiring to re-open the Agreement on or before March 15 during the last year of the contract and negotiations shall commence as soon thereafter as shall be feasible.
- (26b) This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

### JOINT LABOR MANAGEMENT COMMITTEE (JLM)

- (27) Membership will consist of three representatives from each side. Management representatives will include the Chief Operations Officer, Director of Facilities and someone from the Human Resource Office. Union representatives will include the Unit chairperson, Vice Chairperson and an Officer of the Local. If any member cannot be present, they may designate an alternate to attend.
- (27a) A quorum is 2 out of 3 of the regular members from each side.
- (27b) Purpose: To solve any problems in the labor-management arena.
- (27c) Meetings: Either side may bring a problem in to the JLM as long as they notify the other side of the problem at least a week before the meeting. Either side may bring in a resource person with notice to the other side of at least 72 hours. Meetings will be monthly, the date set at the previous meeting. Meetings may be canceled if there is no business.
- (27d) Discussions: No minutes will be kept, and the discussions will not be admissible in arbitration, or any other judicial or quasi-judicial proceedings.
- (27e) It is understood that all problems brought to the JLM may not be resolved.
- (27f) The JLM will attempt to solve problems collaboratively with informal consensus.
- (27g) The JLM is free to develop its own operating rules.

**APPENDIX A**

**Hourly Rate Compensation Schedule for Maintenance & Operational Employees**

**Fiscal Year 1996-97**

**Effective July 1, 1996-June 30, 1997**

Grade	Cust II	Maint.Repair	Equip. Oper.	Utility	Yard	Pool Oper.
Level						
Beginning	\$13.00	\$14.18	\$14.18	\$14.18	\$14.18	\$14.18
6 months	\$13.49	\$14.41	\$14.41	\$14.41	\$14.41	
I	\$13.88	\$14.55	\$14.55	\$14.55	\$14.55	
II		\$15.28	\$15.28	\$15.28	\$15.28	
III		\$15.95	\$15.95	\$15.95		
IV		\$16.83	\$16.83			
V		\$18.13				

**Fiscal Year 1997-98**

**Effective July 1, 1997-June 30, 1998**

Grade	Cust II	Maint.Repair	Equip. Oper.	Utility	Yard	Pool Oper.
Level						
Beginning	\$13.39	\$14.61	\$14.61	\$14.61	\$14.61	\$14.61
6 months	\$13.89	\$14.84	\$14.84	\$14.84	\$14.84	
I	\$14.30	\$14.99	\$14.99	\$14.99	\$14.99	
II		\$15.74	\$15.74	\$15.74	\$15.74	
III		\$16.43	\$16.43	\$16.43		
IV		\$17.33	\$17.33			
V		\$18.67				

**Fiscal Year 1998-99**

**Effective July 1, 1998-June 30, 1999**

Grade	Cust II	Maint.Repair	Equip. Oper.	Utility	Yard	Pool Oper.
Level						
Beginning	\$13.79	\$15.05	\$15.05	\$15.05	\$15.05	\$15.05
6 months	\$14.31	\$15.29	\$15.29	\$15.29	\$15.29	
I	\$14.73	\$15.44	\$15.44	\$15.44	\$15.44	
II		\$16.21	\$16.21	\$16.21	\$16.21	
III		\$16.92	\$16.92	\$16.92		
IV		\$17.85	\$17.85			
V		\$19.23				

APPENDIX A Continued

1. Out of Class Pay

Pay out of classification shall be allowed beginning the first working hour.

2. Longevity

Each employee covered under this Agreement shall receive a longevity allowance as follows:

After 10 years of continuous service to the College	\$450 per year
After 15 years of continuous service to the College	\$475 per year
After 20 years of continuous service to the College	\$525 per year

The initial payment will be made in one lump sum in December if the employee's anniversary date falls on or before July 1 of a given calendar year. If the employee's anniversary date is after July 1 of a given year, the initial longevity payment will be made in December of the following year. After the initial longevity payment has been received, the payments will be made in December of each year thereafter.

3. Me-Too Clause

If, during the contract period (7/1/96 to 6/30/99), employees in other units/groups receive across-the-board wage or benefit adjustments in excess of those then in effect for M&O employees, then M&O employees will also receive these across-the-board wage or benefit improvements. This language does not apply to individual adjustments. All adjustments shall be retroactive to the effective date of the adjustment in the other unit or group. The Union recognizes the College's interest in conducting a college-wide job evaluation study and the Union and College agree that such study will be overseen by the JLM. If such study results in market-based adjustments, then employees who are paid above the market will receive across-the-board increases until June 30, 1999, at which time their pay rate will be frozen or red-circled until such time as the range "catches up" to their frozen pay rate.



CHARLES STEWART MOTT COMMUNITY COLLEGE

HOURLY RATE COMPENSATION SCHEDULE FOR MAINTENANCE AND OPERATIONAL EMPLOYEES

APPENDIX A

1996-97 EFFECTIVE JULY 1, 1996

Method of Progression	Beginning Level	6 Month Level	Level I	Level II	Level III	Level IV	Level V
<b>I. On-the-job Training</b>							
Maintenance Repair Person	14.18	14.41	14.55	15.28	15.95	16.83	18.13
Mtr. Equipment Opr.	14.18	14.41	14.55	15.28	15.95	16.83	
Utility Person	14.18	14.41	14.55	15.28	15.95		
Yard Person	14.18	14.41	14.55	15.28			
<b>II. Responsibility</b>							
Pool Operator	14.18						
Custodian II	13.00	13.49	13.88				

Pay out of classification shall be allowed beginning the first working hour.

Each employee covered under this Agreement shall receive a longevity allowance as follows:

After 10 years of continuous service to the College	\$450 per year
After 15 years of continuous service to the College	\$475 per year
After 20 years of continuous service to the College	\$525 per year

*OLD*  
*Revised*  
*5/29/97*

The initial payment will be made in one lump sum in December if the employee's anniversary date falls on or before July 1 of a given calendar year. If the employee's anniversary date is after July 1 of a given year, the initial longevity payment will be made in December of the following year. After the initial longevity payment has been received, the payments will be made in December of each year thereafter.

APPENDIX A continued

If, during the contract period (7/1/96 to 6/30/99), employees in other units/groups receive across-the-board wage or benefit adjustments in excess of those then in effect for M&O employees, then M&O employees will also receive these across-the-board wage or benefit improvements. This language does not apply to individual adjustments. All adjustments shall be retroactive to the effective date of the adjustment in the other unit or group. The Union recognizes the College's interest in conducting a college-wide job evaluation study. If such study results in market-based adjustments, then employees who are paid above the market will receive across-the-board increases until June 30, 1999, at which time their pay rate will be frozen or red-circled until such time as the range "catches up" to their frozen pay rate.

## APPENDIX B

### MAINTENANCE AND REPAIR

Months 6

Probation Period

Show aptitude in performing the following:

Oiling and greasing various parts and equipment.

Proper preparation of surfaces for painting.

Proper use and care of brushes and rollers.

Removal of grease, nail holes, etc. from various surfaces.

Sawing or drilling holes through various materials to enable repair or installation of equipment.

Proper use of hand tools; such as, screw drivers, hammers, pliers, knives, hacksaws and some power tools.

Replace filters in air handling and other equipment.

Correct minor plumbing stoppages.

Return tools to the proper storage space.

Maintain work area in a clean and safe condition.

Perform boiler and air conditioning checks and logs.

Ability to know and detect problems and refer the condition to the proper person.

## APPENDIX C

### MAINTENANCE AND REPAIR

#### Level I

Satisfactory performance of the following tasks:

Replace lamps, lens, fuse, switches and wires:

Ability to use drill press, bandsaw, table saw, etc.

Fasten furniture or equipment to building.

Touch-up patching and painting.

Clean coils.

Clean boilers.

Clean chillers.

## APPENDIX D

### MAINTENANCE AND REPAIR

#### Level II

Satisfactory performance of the following tasks:

Read simple diagrams and blueprints.

Do minor patching or repair on surfaces of wood, concrete, metal, masonry, plastic and drywall.

Perform minor repairs on plumbing fixtures, faucets, pipes, drains, etc.

Perform minor electrical repairs such as outlets, switches, light fixtures and appliances.

Repair and replace ceiling and floor tiles.

Use electrical soldering gun.

## APPENDIX E

### MAINTENANCE AND REPAIR

#### Level III

Satisfactory performance of the following tasks:

Diagnose mechanical failures.

Make mechanical repairs.

Test electrical circuits.

Complete job assignments with minimal assistance and supervision.

Read wiring diagrams.

Perform carpentry, glazing repairs, door repairs and minor adjustments.

Properly replace single phase electrical motors and belts.

Properly repair or replace minor piping problems.

## APPENDIX F

### MAINTENANCE AND REPAIR

#### Level IV

Satisfactory performance of the following tasks:

Instruct less experienced personnel in minor mechanical and/or electrical repairs.

Complete assignments in a timely manner with little assistance and supervision.

Read mechanical and electrical blueprints and diagrams.

Perform electrical maintenance within guidelines established by the college.

Perform boiler maintenance within guidelines established by the college.

Perform plumbing maintenance.

Estimate materials required to perform a given task.

Repair hardware devices.

Complete minor remodeling projects.

Diagnose and troubleshoot H.V.A.C. problems.

## APPENDIX G

### MAINTENANCE AND REPAIR

#### Level V

Satisfactory demonstration and understanding of the theory and application of one of the following trade areas:

Electrical

Plumbing

Heating, Ventilating and Air Conditioning

Carpentry

Machine Repairs

Satisfactory performance of trouble shooting and problem solving in all mechanical and electrical areas.

Satisfactory performance and knowledge of applicable O.S.H.A. regulations and manufacturers safety requirements.

Academic knowledge and manual skills the equivalent of a journeyman level, ten years experience, or the ability to obtain certification or license.



APPENDIX H

PERPETUAL CALENDAR

**WINTER BREAK PERPETUAL CALENDAR**

M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	
25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	(7)
24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	(7)
23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	(8)
22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	(8)
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	(7)
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	(7)
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	(7)

**ARTICLE XVII**

**TERM OF AGREEMENT AND REOPENER**

This Agreement shall not be effective until ratified by the Board and the Union and upon ratification shall remain in full force and effect without change, addition or amendment from July 1, 1996 through June 30, 1999.


At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one or more years.

Notice of intention to reopen this Agreement shall be given in writing by the party desiring to reopen the Agreement on or before May 15, 1999, and negotiations shall commence as soon thereafter as shall be feasible.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

**CHARLES STEWART MOTT COMMUNITY COLLEGE**

**BOARD OF TRUSTEES**

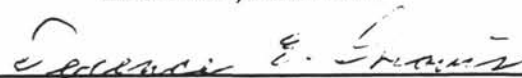
By 

**Its Chairman**

**Service Employee's International Union,**

**Charles Stewart Mott Secretarial-Clerical Unit of**

**Local 591, AFL-CIO**

By   
**Unit Chair**

By   
**Its President**

**BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE**

By: *Leone J. ...*  
Its Chairman

Date: 1/27/97

**SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, Local 591**

By: *... & ...*  
Its President

Date: 1/28/97

