



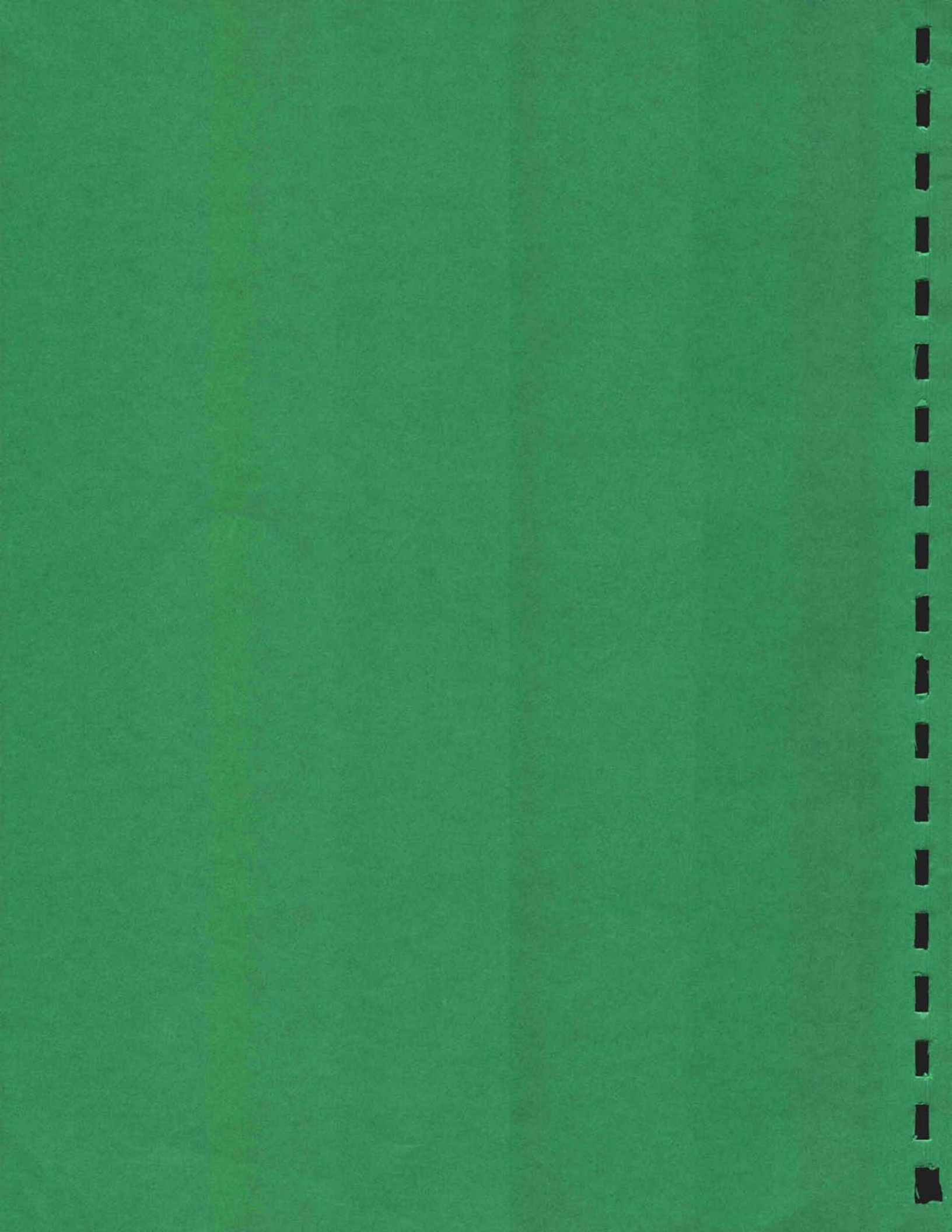
OAKLAND
COMMUNITY
COLLEGE

Maintenance Master Agreement

July 1, 1994 — June 30, 1997



AFSCME
Local 1999



**LABOR CONTRACT
BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 1999, COUNCIL 25, AFL-CIO**

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OAKLAND COMMUNITY COLLEGE

LABOR CONTRACT

Oakland Community College, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, and Michigan Council No. 25 and its affiliate Local Union 1999, hereinafter referred to as the "Union", on this twenty-sixth day of July, 1994, enter into the following Agreement:

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Employer, Employees, and the Union.

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

All terms of this Agreement shall be tempered with the knowledge that human beings are involved - both in Management and in the Union - and the rights afforded to human beings, in law and morality, shall be maintained.

Unless incompatible with the intent expressed or with a reasonable construction of such term, whenever any reference in this Agreement is made to the singular term, it shall be deemed to encompass the plural term, and any reference to the masculine gender shall include the female gender, and vice versa.

1. Union/Management meetings may be called by either party to facilitate the implementation of this Agreement.
2. Special conferences for important matters will be arranged at a mutually agreed time between the Local President and the designated representatives of the Employer upon the request of either party. Such meetings shall involve at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. These meetings may also be attended by a representative of the Council or a representative of the International Union.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965 for the purpose of collective bargaining for Maintenance Employees as listed in Appendix A, with respect to hours, wages, terms and conditions of employment for the term of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the Community College District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the College.
 2. To hire all employees and, subject to the provision of law and contract, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. To relieve employees from duties because of lack of work or for reasons as outlined in Article XVIII (Discipline and Discharge).
 4. To determine the methods, means and personnel by which the operation of the College is to be conducted.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE III

UNION SECURITY AND CHECK-OFF

- A. It is mutually agreed by the Employer and the Union that the College shall operate on an agency shop basis.
- B. Each employee who, on the effective date of this Agreement is a member of the Union, shall as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after execution of this Agreement, shall as a condition of employment, become members of the Union subject to the provisions of Article III, D, as of his/her hiring date or the effective date of this Agreement; and maintain membership in the Union. Employees who fail to comply with this membership requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer by the Union. The Union will furnish the employer with authorized dues deduction forms.
- C. Exception to the above condition, however, shall recognize that any employee may exercise their choice of the following alternative condition:

In lieu of Union membership, any employee shall pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. The Union will furnish the Employer with authorized dues deduction forms.

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

- D. The Employer shall deduct current membership dues or service charge from the wages of said employee upon completion of his/her probationary period. Current membership dues shall not include initiation fees or special assessments.
- E. The Employer will deduct from the pay of employees in any month only the Union membership dues or service charge becoming due and payable in such month. The deduction shall be made from the pay of the employees for the first pay period ending in the calendar month.
- F. All sums deducted shall be remitted to the financial secretary for the local Union not later than the last day of the calendar month within which such deductions are made, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.
- G. During the life of this Agreement, the Employer and its Administrative Staff will not aid or promote any group or organization of Maintenance employees of the type covered by this contract which purports to engage in collective bargaining.

ARTICLE IV

HOURS

- A. It is recognized that the requirements of maintaining a College make the setting of definite working hours impractical. The Employer shall have the right to fix, alter, or change the regular work week, the regular work day, the number of hours of work, the shifts, and the starting and ending time of each if posted twenty-four (24) hours in advance on bulletin boards provided for under the terms of the Agreement.
- B. **Work Week.** The regular work week of the employees shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days (normally scheduled Monday through Friday) in order to provide a basis for calculating overtime only. This is not to be construed as a guarantee of the number of hours of work per week or per day.

The sixth and seventh day of the work week shall be overtime days. The work week shall not be considered broken by an approved absence as defined in this Agreement.

- C. **Overtime.** Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day. All overtime shall be divided as equally as possible among the employees within each classification, by shift, on each campus or administrative center by June 30 of each year. Overtime work refused by an employee or absence of the employee, except absence for approved vacation, shall be considered overtime worked by said employee for the purpose of equalizing overtime hours. The Employer agrees to post overtime lists at each campus location and keep such lists as current as possible.
- D. **Work Shift.** The Employer shall schedule all employees on a regular work shift and shall establish a regular starting and quitting time for each shift. There shall be no change to an employee's shift

without prior written notice of five working days. There shall be no change of the starting and quitting time for each shift without twenty-four (24) hours notice.

E. **Work Schedules.** Work schedules that show the employee's shift, work day, classification and hours of the shift shall be posted on bulletin boards provided for under the terms of this Agreement.

F. **Shift Designation.**

1. The day shift shall begin on or after 6 a.m., but prior to 12 noon.
2. The afternoon shift shall begin on or after 12 noon, but prior to 6 p.m.
3. The evening shift shall begin on or after 6 p.m., but prior to 6 a.m.

G. When an employee works out of his/her classification for more than one (1) hour in one day, he/she shall be paid for all hours worked in said classification as follows:

1. If the classification he/she is required to work in is lower, he/she shall be paid at his/her regular classification rate.
2. If the classification he/she is required to work in is higher, he/she shall be paid at the regular rate of that classification.

A record of hours worked out-of-classification by employee shall be maintained by the Employer and shall be available to the Union upon request.

H. Should an employee be required to and does perform work during hours other than his/her regular shift, he/she shall be paid the overtime rate for all such hours worked.

I. **Call-in Pay.** If any employee is called in to work during any twenty-four (24) hour period in which he/she has checked out and left his/her job assignment, he/she shall receive one and one-half times his/her regular hourly rate for all hours worked. A minimum of four (4) hours pay at this rate will be guaranteed for each call-in. The employee will be paid the call-in time rate as long as he/she reports for work when called by the supervisor and/or posted designee.

J. **Work Out of Classification.** When there is a lack of work for a period of time in a given classification because of inclement weather or an emergency situation, employees may be assigned work in another position for that period of time.

K. When the Administration determines that it is appropriate, Group I, II and III employees may be assigned employment on a four-day schedule (40.0 hours) with a minimum of ten (10) hours daily. An employee assigned this schedule waives his/her rights to overtime pay except for hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of computing absences, vacations, sick days, etc., actual hours of absence shall be reported. Any time a work week is reduced by a holiday(s), the College will revert to a five-day schedule for that week.

ARTICLE V

REST PERIODS

All employees shall receive a fifteen (15) minute rest period during each four (4) hours of work. The rest period should normally be taken in the middle of the four hour period. Employees who work beyond their eight hour shift shall receive a fifteen (15) minute rest period for each additional four (4) hours worked. The Union agrees to prevent abuses of this privilege.

ARTICLE VI

MEAL PERIODS

All employees shall receive a scheduled unpaid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift.

ARTICLE VII

SICK LEAVE

A. All persons regularly employed for either the school year or the calendar year, who are absent from duty because of personal illness, shall be allowed paid leave at the rate of one day for each month of continuous service, up to a maximum of twelve (12) days per fiscal year, during the term of this Agreement. Beginning July 1, 1995 sick leave shall be earned and awarded at the rate of one (1) day for each month of continuous service. Any newly hired employee shall be awarded one (1) day per month after expiration of the probationary period for the balance of the first fiscal year. Employees completing their probationary period on or before the 15th day of the month shall be credited for that month. Employees completing their probationary period after the 15th day of the month shall not receive credit for that month. Employees may accumulate one hundred and twenty (120) sick leave days. There shall be no payment for unused time accrued. Continuous service shall be deemed to have been broken by:

1. Three days or more of absence without notice to the Employer.
2. Termination of employment by resignation or discharge.

An employee shall not accumulate sick leave days when he/she is drawing short or long-term disability or Workers' Compensation benefits. Full-time probationary employees shall not be eligible for sick leave (accrual or use).

B. **Proper Notification of Absence.** When an employee is to be absent due to illness, he/she must notify the Employer of the absence at least one (1) hour prior to the start of his/her scheduled shift. A telephone call to the Employer's telephone answering service by the employee or a member of his/her family; or a hand written and signed note shall constitute proper notification. Employees shall notify their immediate supervisor or the answering service each day at least one (1) hour prior to the start of his/her scheduled shift, that he/she will be absent. In cases where mitigating circumstances prevent the employee from timely notifying the Employer, the employee will be granted the sick days upon acceptable explanation. Disputes that arise concerning the mitigating circumstances, will be first considered jointly by the Director of Human Resources and the Local President to mutually attempt to resolve the issue prior to going to the grievance procedure. At least one (1) hour prior to the start of his/her shift on the day of returning to work from sick leave, the employee shall so notify his/her supervisor or the answering service.

C. In case of illness, as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:

1. **Personal Illness.** If an employee is absent due to personal illness or injury over three (3) consecutive working days, the college may require that the employee submit a written certification from a physician authorizing return and verifying that the employee was ill on the days absent.

2. Serious illness or quarantine in the immediate family. Immediate family shall be defined in Article 8.
 3. Additional bereavement leave may be granted to the extent of earned sick leave days.
- D. Payment is contingent upon the employee giving immediate notice to the Employer at the start of his/her absence and shall be at the employee's regular hourly rate and for the number of hours which are usually worked in a day by said employee up to a maximum of eight (8) hours per day.

ARTICLE VIII

BEREAVEMENT LEAVE

A full-time employee shall receive a three (3) day leave of absence without loss of pay in the event of the death of any member of his/her immediate family. Immediate family shall be limited to the employee's spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, or any relative living in the employee's immediate household.

Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond the three (3) days may be approved by the Director, Human Resources, or designee.

ARTICLE IX

LEAVES OF ABSENCE

- A. **Eligibility.** Employees shall be eligible for an authorized leave of absence without pay or fringe benefits for professional growth or for other good cause after one year of service with the Employer which immediately precedes the authorized effective date of such leave of absence.
1. An employee who requests a leave of absence shall make application to the Campus President on the form provided by the Employer. The application shall state the reason the leave of absence is being requested and the approximate length of time of said absence. General purpose leaves of absence shall be without pay or fringe benefits.
 2. The application of an employee for a leave of absence will be considered by the Employer upon its individual merit and circumstances and the parties agree that the determination of whether or not the request shall be granted, rests at the discretion of the Employer except that an application for leave of absence shall not be unreasonably denied. A request for a leave of absence shall be answered in writing by the Employer within ten (10) working days. The Employer's authorization for leave of absence shall also be in writing. Emergency situations shall be answered immediately.
 3. A leave of absence, when granted by the Employer, shall not exceed the time specified in the written authorization. Such leaves of absence may be extended at the discretion of the Employer, but a written authorization by the Employer is required in such cases.
- B. **Termination of Employment.** If an employee works for another employer during an authorized leave of absence, the authorized leave of absence shall be cancelled and said employee shall be considered to have voluntarily terminated his/her employment. Any employee taking a leave of absence without the prior written authorization of the Employer shall be considered to have voluntarily terminated his/her employment.

- C. **Vacation/Sick Leave Days.** Any employee who takes an approved leave of absence of thirty (30) days or more on an accumulated basis shall not accumulate vacation or sick leave days during the period of said absence.
- D. **Union Activity.** Employees who are members of the Union and who are selected for a full-time office or position with the Union, shall receive at the written request of the Union, a leave of absence without pay or fringe benefits for a period not to exceed one (1) year. Upon termination of said leave of absence, the employee shall be reinstated to his/her former position if it exists or one equivalent thereto, if he/she requests reinstatement within ten (10) calendar days after expiration of the term of such office or position, or the expiration of the period of leave of absence.
- E. **Child Care Leave.** Upon providing proof of the birth of a child or adoption of a child under the age of two (2) years, an employee may request a Child Care Leave of Absence without pay or fringe benefits. Such a request may be granted for a period of up to nine (9) months, exclusive of any disability leave for child bearing. An employee on a Child Care Leave of Absence shall continue to accumulate seniority during the duration of the approved leave.
- F. **Military Service.** Employees who enter into active service in the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard, or Public Health Service) shall be given a leave of absence without pay or fringe benefits. The employee shall retain any rights accumulated prior to his/her leave and his/her rights as returning veteran shall be governed by all Federal and State laws now in force, or as amended, that relate to returning veterans. On voluntary enlistment, this section (IX.F) will only apply for the first enlistment period plus ninety (90) days.

Annual Training Duty Leave. Upon prior written request, a full-time employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training, shall be granted a leave for the duration of that training period. The Employer shall be obligated only to pay an amount equal to the difference between the employee's regular salary as computed on a daily basis, and the reservist's daily base stipend paid, if that stipend is less than the employee's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of ten (10) work days.

- G. **Jury Duty.** A full-time employee who is summoned and reports for jury duty shall receive a leave of absence. The employee shall be paid by the Employer an amount equal to the difference between the employee's straight time hourly base rate for eight (8) hours and the daily jury duty fee paid by the court (not including travel allowance or reimbursement for expenses) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer.
 - 1. The Employer's obligation to pay an employee for jury duty is limited to the amount of time required to serve.
 - 2. In order to receive payment, an employee must give the Employer prior notice that he/she has been summoned for jury duty; he/she must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, and he/she must furnish satisfactory evidence of the amount of the jury duty fee he/she received.
- H. **Family Leave.** Employees who request family leave due to illness or accident in the family which qualify as a serious condition under the Family Leave Act shall be granted a leave of absence for up to a total of 12 months within any consecutive twenty-four (24) month period. Such leave shall be without pay and without fringe benefits, except that during the first twelve (12) weeks of the absence, the employee shall retain all fringe benefits as provided by the Family Leave Act. Employees on such leave of any duration shall not accrue sick and vacation time.

In the event an employee does request a leave under the Family Lave Act which exceeds twelve (12) weeks in duration, and is of an intermittent nature such that scheduling difficulties may occur, the employer reserves the right to meet with the Union and affected employee to explore alternatives. If satisfactory alternatives cannot be agreed to, the employer reserves the right to limit or deny such leave in excess of twelve (12) weeks.

ARTICLE X

OVERPAYMENTS

In the event that an employee receives pay for any reason to which he/she is not entitled under the specific terms of this Agreement, the employer shall be authorized to deduct that amount from the individual's next pay provided such overpayment is determined within 60 days of the error. This would include, but not be limited to, the following situations:

An employee receives pay for sick days not yet earned; or

An employee receives pay for jury duty not served or not substantiated as required by the contract; or,

An employee received an overpayment.

If the employment of such an individual terminates before the next pay, the employer shall bill the individual for any amounts described above regardless of when the overpayment is determined.

If the amount of overpayment exceeds 50 percent of the individual's pay, the Employer agrees to withhold no more than 50 percent of successive pays until the amount of overpayment is repaid in full.

Nothing in this provision shall be construed as a waiver of the Employer's right to recover any amounts to which an employee is not entitled through legal means.

ARTICLE XI

REPLACEMENTS FOR LONG TERM ABSENCES

When an employee has been absent from work for two or more years, the College shall contact the Employee's physician to obtain a written prognosis regarding the employee's return to his/her position. If the prognosis indicates that the employee is not presently fit for work, the position shall be posted in accordance with Article XV, A, unless otherwise agreed to by the parties.

If an employee is able to return to work after his/her position has been filled under this provision, he/she shall be placed in positions in the following order:

1. Vacancies in the prior classification at the home site.
2. Replace temporary, non-bargaining unit employee in the prior classification at the home site.
3. Replace temporary, non-bargaining unit employee in any classification at any site for which he/she is qualified.

If no such openings exist, the individual must bid on any other positions for which he/she is qualified. If such an employee returns to a lower-paid classification, he/she shall receive the prevailing rate of pay for the classification he/she held prior to the beginning of the absence. He/she shall be required to bid on all positions for which he/she is qualified which carry a higher rate (than the lower-paid classification) until such time as he/she fills a position with a rate equal to or greater than his/her former classification rate.

If there are no positions available as described above, a Union/Management Conference will be immediately called to mutually determine the placement of the employee affected. In the event that a resolution results in the displacement of another member of the bargaining unit, that employee will also be a subject for the Union/Management meeting procedure.

Nothing in this provision shall reduce the rights or benefits of either the employee or the College under the LTD or worker's compensation coverage in effect as of the effective date of this Agreement.

ARTICLE XII

VACATIONS

Vacations. Vacation time will be awarded in accordance with the following chart:

<u>Length of Service With the College</u>	<u>Vacation</u>
0 through 12 months	1 day per month accumulated to nine (9) work days. (No vacation may be taken or accumulated prior to completion of the probationary period.)
13 through 48 months	1 day per month to a maximum of 12 days days per year.
49 through 120 months	1-½ days per month to a maximum of 18 days per year.
More than 120 months	2 days per month to a maximum of 24 days per year.

Vacation time based on the above schedule will be awarded in full each year on July 1st. However, employees will be obligated to reimburse the college for vacation days used but not earned prior to the employees taking any leaves of absence. Employees shall not accumulate vacation days when they are drawing short or long-term disability or Workers' Compensation benefits.

Employees on long-term disability or workers' compensation leaves shall have vacation days deducted from their next July 1st allotment for vacation time used but not yet earned, prior to the commencement of their leave. If an employee does not return to work from a leave, terminates or is terminated, he/she shall be billed for vacation days used but not earned prior to the commencement of the leave or termination.

Employees may carry up to one year's accumulation of vacation past June 30, the end of the fiscal year. This accumulation may be carried forward to June 30 of the following year at which time, if not used, it will be deducted from the record.

Employees completing their probationary period on or before the 15th day of the month shall be credited for that month. Employees completing their probationary period after the 15th day of the month shall not receive credit for that month.

Normally, all vacation requests are to be submitted, in writing, to the appropriate supervisor for approval at least one (1) week in advance of the scheduled time off. However, employees with more than five (5) earned vacation days in their bank may be allowed to request vacation time off up to forty-eight (48) hours in advance of the scheduled time off. Exceptions to the above limitations may be made for extenuating circumstances.

ARTICLE XIII

PAID HOLIDAYS

- A. **Holidays Recognized and Observed.** The following shall be recognized as paid holidays for a full-time employee:

New Year's Eve, December 31
New Year's Day, January 1
Martin Luther King Day
Memorial Day (Observed)
Independence Day, July 4
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25

And any other holidays that the Board of Trustees of Oakland Community College declares or designates as legal holidays.

- B. Whenever any of these holidays fall on the sixth and/or seventh day of the employee's regular work week, and State authorities transfer its observance to another day, that day shall then be considered the holiday.

Whenever a holiday falls outside the regular work week of an employee on a seven day operation, one day of the employee's regular schedule will be designated as the holiday, and all holiday benefits of this contract will be applicable.

- C. An eligible employee shall receive for each of the holidays listed for which he/she performs no work, holiday pay at his/her regular hourly rate for the number of hours which are normally worked in a day by said employee up to a maximum of eight hours per day.
- D. If an employee who is eligible for holiday pay is required to work on a holiday, he/she shall be paid at the rate of two and one-half times his/her hourly rate for all hours worked.
- E. No employee shall be eligible to receive holiday pay until he/she has been continuously employed for a period of at least thirty (30) days.

- F. Holiday pay shall not be paid to any eligible employee who fails to work the full day before and the next scheduled full work day following holidays, except in cases of approved absence as defined in the Agreement.

ARTICLE XIV

SENIORITY

- A. **Probationary Employees.** Newly hired employees shall be considered probationary employees until they have worked sixty (60) days for the employer. During the probationary period, an employee shall have no seniority status and may be laid off or terminated at the sole discretion of the employer without regard to his/her relative length of service. Such probationary period may be extended for an additional thirty (30) days by mutual agreement between the parties to this Agreement. When the employee has completed the probationary period by working sixty (60) or ninety (90) days as described above, he/she shall be entered on the seniority list from the day of most recent transfer or hire into this Bargaining Unit. There shall be no seniority for probationary employees.

B. **Seniority Lists.**

1. An up-dated accurate seniority list shall be prepared and presented to the Union's Financial Secretary, January 1 and July 1 of each year.

If two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

The seniority list will show the names, job classifications, social security numbers, geographic location and seniority date from most senior to least senior.

The Employer agrees to furnish the names and dates of all newly hired employees, all transferred employees, re-hired employees, and reclassified employees covered under this contract. The Employer also agrees to furnish the job classification, titles, and geographic locations of these employees to the Union Secretary/Treasurer within ten (10) regularly scheduled working days of such action.

2. Seniority shall not be affected by race, sex, marital status or dependents of the employee, or whether or not the employee is a member of the Union.

C. **Loss of Seniority.** An employee shall lose seniority if:

1. He/she separates or is terminated.
2. He/she does not return to work within five (5) working days after a registered or certified letter has been sent to his/her last known address notifying him/her of his/her recall from College layoff.

- D. **Shift Preference.** Shift preference and work week preference shall be granted to the most senior employee on the campus for each job classification, based upon his/her total seniority Collegewide, except that the Supervisor shall have the right to assign a shift for up to one hundred twenty (120) calendar days to a new employee or to an employee new to his/her classification, due to his/her lack of experience on the campus or in that classification.

ARTICLE XV

PROMOTIONS, TRANSFERS, RECLASSIFICATIONS

- A. **Promotions.** Promotions shall be made on the basis of both demonstrated ability and seniority with the Employer. Promotions are to be made on a College-wide basis. Job vacancies shall be posted for a period of five (5) calendar days in a conspicuous place in each building. Employees interested shall apply within the posting period. An employee who is promoted shall be given a three (3) month trial period to learn the new job. In the event of his/her inability to perform the work properly following a reasonable trial period, he/she shall be reinstated to his/her previous job and location if it exists or to a comparable shift and classification. Current employees will be given preference over outside employees in promotions.

In the event that an employee is promoted from one classification to another, he/she shall be paid during his/her trial period at the rate of pay of the classification to which he/she was promoted.

- B. **Reclassification.** An employee shall be reclassified to a position of lower rank and pay only when he/she otherwise would be laid off in the higher rank. The Employer shall not use such reclassification as a disciplinary measure.
- C. **Transfer - Group I.** The employer shall have the right to temporarily transfer the employee with the least group seniority to cover for employees who are absent due to illness, accident, vacation, or leaves of absence or to fill temporary job vacancies, but not for more than the length of the absence. At that time, the employee will be returned to his/her former position. Prior to transferring the least senior employee and prior to using an outside temporary to fill a temporarily vacated position, the following procedure shall be used:

Custodial Vacancies. The employer shall allow custodians at the representational area to fill the vacancy by shift preference in order of seniority.

Other Group I Vacancies. The employer shall first allow employees in the vacancy classification at the representational area to fill the vacancy by shift preference in order of seniority. The resulting vacancy, or original vacancy if shift preference is not used, shall be posted campus-wide. If there are no qualified applicants from the site, the position shall be posted college-wide for promotions only. Vacancies which occur as a result of the application of this procedure may be filled by allowing shift preference for classification employees at the representational area and then by a temporary employee outside the bargaining unit or transferring least senior employee.

- D. **Transfer - Group II and Group III.** In the event the employer determines it is necessary to provide temporary coverage for employees in Groups II or III because of illness, accident, vacation, leaves of absence or to fill temporary positions, i.e., training programs or large projects, the following shall apply:
1. The Employer shall post notices of temporary openings on Union bulletin boards, college-wide, for forty-eight (48) hours. The senior applicant who meets the necessary requirements, as determined by the Administration, shall be granted the transfer. This forty-eight (48) hour notice may be waived with the mutual approval of the Local Union President and the Employer. There shall be no lateral transfers within the same group and classification. Exceptions may be made upon mutual agreement between the Director of Human Resources or designee and the Union President or designee. A probationary employee shall be considered an external applicant when applying for a temporary transfer.

2. If there are no applications within the college, the Employer may either temporarily transfer the least senior employee who meets the minimum qualifications to perform the job, offer regular Maintenance employees within the representational area an opportunity for overtime work or use a temporary non-bargaining unit employee.
 3. All temporary transfers will be limited to the length of absence necessitating the temporary transfer. At the conclusion of the temporary transfer, the employee will be returned to his/her former position held at the time of transfer. No employee on temporary transfer shall be allowed to return to his/her former position or bid on another temporary transfer during the temporary transfer period without the mutual consent of the Local Union President or designee and the Director of Human Resources or designee.
 4. It is understood that the decision to provide or not to provide temporary coverage, the determination of qualifications or the decision to offer or not to offer overtime shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.
 5. In the event the College hires a temporary non-bargaining unit employee, such employee shall be limited by the time constraints as described in Article XXVI, A of the Agreement (worked 59 days) unless an extension is mutually agreed to by both the Union and Administration.
 6. Temporary coverage other than described above shall be by mutual agreement of the College and the Union.
- E. **Rate.** When a person applies for and is awarded a job in a higher pay level on either a temporary or promotional basis, (s)he shall be placed at the lowest step of the higher pay level which is at least twenty-five cents (\$.25) higher than the person's current step.

ARTICLE XVI

LAYOFF AND RECALL

In the event of a reduction in staff, probationary employees in the classification groups affected, shall be laid off first. Next, employees with low seniority will be laid off according to their classification group, with bumping rights based on College-wide seniority. Employees subject to layoff shall not be permitted to exercise any seniority to bump into a higher group classification.

1. Group classifications are defined as follows:

Group (1)

Custodian
 Mailroom, Shipping and Receiving
 Groundskeeper
 Group Leader

Group (2)

Maintenance A
 Maintenance B
 Maintenance C

Group (3)

Craftsmen
 Craftsman Helper

2. In reducing the work force of a group because of lack of work or funds within the College, the last employee hired in the group will be the first employee laid off in the group and the last employee laid off in the group will be the first employee recalled.
3. **Recall.** An employee who is not recalled within a period of time equal in length to his/her seniority, or a two-year period, whichever is greater, shall not be considered on layoff, but rather his/her employment shall be deemed to have terminated.

ARTICLE XVII

PHYSICAL EXAMINATIONS

All employees of the College at the time of employment will be required to have a physical examination at the College's expense by a physician selected by the College. The results of said examination shall be reported on a form furnished by the College.

The Employer and Union may, at a Union/Management conference, mutually agree to require a physical examination whenever a question of an employee's fitness may arise.

Any employee who has been found, through medical examination by a qualified physician or psychiatrist, to be physically or mentally unable to perform his/her current assignment, will, at the employee's request, be reassigned, if possible, to another position. Before reassignment can occur, such position must be available and the employee must be physically or mentally capable of performing the new assignment. The Union will be consulted on all such assignments.

If any employee is found to be physically or mentally unable to continue employment, said employee will be terminated or retired, whichever applies.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

- A. Under normal conditions an employee shall be disciplined in the following order:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension for 1-3 days without pay
 4. Suspension for 3-5 days without pay
 5. Discharge
- B. The Employer shall not discharge, suspend or discipline any employee without just cause. Just cause shall pertain to, but not be limited to, such behaviors and acts as:
 1. Behaviors that would be considered felonies, or those that would be considered serious misdemeanors, in a court of law, such as: intentional destruction of the Employer's or another individual's property, theft, assaulting any person on the Employer's premises except in cases of self-defense.
 2. Refusal to comply with the Employer's rules.

3. Absence from work without permission for more than three (3) consecutive work days or without proper explanation.
 4. Multiple written reprimands.
 5. Excessive absence other than illness over an eighteen month period.
- C. Employees will have the right to have Union representation at all levels of disciplinary action taken against them. The immediate supervisor shall inform the employee in advance that the meeting shall be for disciplinary action. Should the contemplated discipline extend beyond an oral reprimand, the employee shall be notified in advance, in writing, that the meeting shall be for disciplinary action. The employee must sign and receive a copy of all disciplinary action. This is not to be construed as an admission of guilt, but only as an acknowledgment that such action exists. In imposing any sanction on a current charge, the employer will not take into account any prior infraction which occurred more than two (2) years previously.
- D. An employee shall, upon request, have access to his/her personnel file retained by the Human Resources Department of the College, with the exception of letters of reference for employment. It is further agreed that an employee's personnel file shall be considered his/her official file in grievance hearings.

ARTICLE XIX

GRIEVANCE PROCEDURE

The Employer and the Union support and subscribe to an orderly method of adjusting disputes or complaints that arise on behalf of an employee with respect to the interpretation or application of the contents of the Agreement. To this end, the employee shall bring his/her problem to the attention of his/her immediate supervisor, with his/her steward, who shall attempt to resolve the problem informally. In the event the matter is not resolved it shall be put in writing and processed through the grievance procedure.

Step 1. Complaints not resolved in the informal stage shall be reduced to writing, signed by the employee and submitted to the immediate supervisor within thirty (30) working days of the event or knowledge of the event causing the grievance. The immediate supervisor shall discuss the grievance with the employee, and where desired, the steward, and give written disposition to the employee within five (5) working days after receipt of said grievance.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred, in writing, accompanied with a copy of all relevant documents within five (5) working days of the immediate supervisor's disposition to the President or in the case of the Bee Administration Center, the appropriate Director. The President or Director shall respond in writing within five (5) working days.

Step 3. Any grievance not settled in Step 1 and 2 of the grievance procedure may be referred, in writing, accompanied with a copy of all relevant documents within five (5) days of the President or Director's disposition to the Director of Human Resources or designee(s) where a Pre-Arbitration Hearing shall be scheduled within ten (10) working days after receipt. The Director, or designee, shall respond in writing within fifteen (15) working days following the hearing.

Step 4. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt by the Union, of the decision of the Director of Human Resources. If the

written request for arbitration of the grievance has not been submitted to the College for arbitration within said thirty (30) calendar day period, it shall be considered to have been withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, or his judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure. The cost of the arbitrator shall be shared equally by the Employer and the Union. The President and/or the Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

The arbitrator shall be selected from a permanent list of five (5) arbitrators selected by the College. Arbitrators shall be members of the American Arbitration Association. The Arbitrators shall be used on a rotating basis whenever possible. If, during the life of this Agreement, any of the five (5) selected is no longer available, additional arbitrators will be agreed upon between the Union and the College.

The time limits specified in the grievance procedure may be extended, in any specified instance, by mutual agreement, in writing. The Union President shall receive copies of all grievance settlements.

ARTICLE XX

STRIKES AND LOCKOUTS

- A. **Lockouts.** The Employer shall not engage in any lockout of the Employees during the term of this Agreement.
- B. **Strikes.** The Union and the employees shall not authorize, sanction, condone, participate in or acquiesce in, or take part in any strike, sympathy strike, cessation of work, sit-down, slow down, refusal to perform any part of duty or other interference with or interruption of the normal conduct of the College. The Employer shall have the right to immediately discharge any employee who takes part in any action set forth hereinbefore and such employee shall not be entitled to or have any recourse to any other provisions in this Agreement.

ARTICLE XXI

SUBCONTRACTING

- A. For the purpose of preserving work and job opportunities for the employees of Oakland Community College, the Employer agrees that types of work or services performed for the College by the collective bargaining unit shall not be subcontracted, with exception as noted in Articles XXI, A-1, A-2, and XXI, B, to any other person, firm or corporation, except when required for special Collegiate events, scope or skill (as defined by job description) beyond Oakland Community College employees, or work involving large projects.
 - 1. Extension course classrooms that are leased from public schools or other facilities where services and maintenance are provided in accordance with the terms of the lease, shall not be subject to the subcontracting clause.

2. Total custodial service (bussing, table tops, floors, and waste receptacles) in the Rathskeller and other cafeteria areas may be under the responsibility of the food service subcontractor, if such exists, during the subcontractor's operating hours.
- B. Remodeling and construction that is deemed to be the jurisdiction of the bargaining unit, as defined under Article XXI, subcontracting, will be the responsibility of the Physical Facilities Craftsmen working as an integrated unit, and will not be performed by employees other than members of the Union.

The term "Scope or Skill (as defined by job descriptions) beyond OCC Craftsmen employees" in reference to remodeling and construction projects, means that when the project to be performed has, in the judgment of the Vice Chancellor for Administrative Services, a time constraint for completion beyond the Craftsmen's ability to meet; requires manpower beyond that of the Craftsmen; requires skills beyond those of the Craftsmen; has a special equipment requirement, or is less expensive if subcontracted, the Employer shall decide who will perform the work. The Employer will discuss these matters with the Union President or designee prior to making a decision to subcontract the work. The parties recognize that in emergency situations, there may not be time for a discussion. The Employer may establish a maximum time for the discussion. A decision of management to subcontract shall not be subject to the grievance procedure. It is understood that add-ons to college construction projects need not be discussed with the Union President.

If after a trial period of six months the Employer determines that notification to the Union President is impracticable, it reserves the right to change the notice requirement from the Union President to the appropriate craftsperson.

ARTICLE XXII

CHIEF STEWARDS, STEWARDS, AND ALTERNATE STEWARDS

- A. **Chief Stewards.** The Employer recognizes the right of the Local Union to designate two (2) chief stewards for the College -- one (1) maintenance and one (1) custodian. The chief steward's duties will be to supervise the stewards under him/her, and to handle grievances in the absence of the steward or alternate steward. The chief steward will handle all grievances beyond Step 1 of the Grievance Procedure in conjunction with the Executive Board and/or Local President.
- B. **Stewards and Alternate Stewards.** There shall be one steward and one alternate for each Campus and the Bee Administration Center. At the Southeast Campus there may be a steward at the Royal Oak Campus, and alternate at the Southfield Campus. The names of chief stewards, stewards and alternates shall be certified in writing to the Employer by the Local Union.
- C. The authority of stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:
1. The investigation and presentation of employees' grievances on said steward's campus or Administration center in accordance with the provisions of this Agreement.
 2. The steward or alternate may investigate and present grievances to the Employer during his/her regular working hours providing that the time used for this purpose will not be abused.

ARTICLE XXIII

DISCRIMINATION AND COERCION

- A. The Employer and the Union agree that the provisions of the Agreement shall be applied equally to all employees without discrimination as to sex, age, marital status, race, color, creed, national origin, religion, or political affiliation.
- B. The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate, interfere, restrain or coerce any employee because of membership in the Union.

ARTICLE XXIV

GENERAL

- A. **Bulletin Boards.** The Employer shall furnish and maintain one (1) Bulletin Board in a convenient location on each campus and Central Office which may be used by the Union. Said bulletin board shall be used exclusively by the Union for the posting of notices and bulletins pertaining to the employees' affairs.
- B. **Uniforms.** All employees shall be appropriately dressed. The employer shall make available to all seniority employees in the bargaining unit, five (5) uniforms per year. Such uniforms shall be ordered July 1 (January 1 for employees who complete their probationary period between July 1 and January 1). If employees elect to receive such uniforms, they shall be required to wear the full uniform during working hours.
- C. **Protective Clothing and Devices.** If an employee is required to wear protective clothing, eye glasses, or any other type of protective devices, such clothing, eye glasses, or protective devices shall be furnished and maintained by the Employer.
- D. Supervisory employees shall not be permitted to perform work on any hourly rated job except in the following types of situations:
 - 1. In emergencies (determined by management) arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations.
 - 2. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
- E. **Committees.**
 - 1. **Apprenticeship Program Committee.** As established in Oakland Community College Apprenticeship Standards Agreement with Local No. 1999, AFSCME, Council No. 25, AFL-CIO.
 - 2. **Training Program.** To provide a pool of trained personnel for the Maintenance Department in Group 2, the College will initiate a Training Program in cooperation with the Union. The program's goal is to provide the members of the Union in Group 1 with the necessary classroom instruction and on-the-job experience for the purpose of allowing them to advance to Group 2 positions.

Every effort will be made to fill all vacancies of Group 2 from within the Bargaining Unit.

Representing the Union on this Training Committee will be one (1) member from each Group (Groups 1 and 2) and the President of Local 1999.

3. **Union/Management Committee.** A Committee composed of the Union's Executive Board and four (4) representatives selected by the Employer shall be formed to discuss matters of concern to the parties. These matters may include issues such as protective clothing, craftsman, subcontracting, training programs, performance improvement, etc., but shall not address grievance issues. This group shall meet on an "as-needed" basis.

ARTICLE XXV

SEPARABILITY AND SAVINGS CLAUSE

- A. If any provisions of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with, or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE XXVI

TEMPORARY EMPLOYEES

- A. Temporary employees shall be defined as employees who shall work not more than fifty-nine (59) days consecutively. Should the absence of the regular employee extend beyond the 59th day maximum, then the temporary employee may continue beyond the 59th day, but only for the length of the absence of the regular employee (Group I). If the temporary employee on an extension beyond 59 days is offered a regular full-time job, his/her seniority will begin on the date he/she received appointment to the regular full-time job and he/she will be an employee who has completed his/her probationary period.
- B. Temporary employees shall not work any overtime unless agreed to by the Union.
- C. Temporary employees shall not work any weekends or holidays unless agreed to by the Union.
- D. Temporary employees shall be used only to fill vacancies of regular employees who are absent due to illness, accident, vacations, or leaves of absence.
- E. Temporary employees shall receive the starting rate in the classification in which they are working.
- F. Temporary employees shall not receive any fringe benefits as provided for in the Labor Agreement.
- G. The College shall have the right to discharge a temporary employee at any time without the employee having recourse to the grievance procedure.

- H. In cases of layoff, all temporary employees will be laid off prior to any seniority employee being laid off.
- I. Employment of temporary employees shall not result in a reduction of regular staff or their hours.
- J. The Financial Secretary will be notified of the status of the temporary employees, number hired, and hours worked upon request of the Union, not to exceed once per month.
- K. In the event temporary employees are hired in Groups II and III and other Group I vacancies (non-custodial), the procedures found in Article XV C & D, (Transfer) shall first apply.
- L. Temporary employees may be employed directly by the College or may be supplied through outside agencies that specialize in providing temporary workers. Temporaries provided by such agencies shall work only in custodial positions and shall be utilized in the same manner as any other temporary employees.

ARTICLE XXVII

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions are to be maintained at not less than the highest minimum standards in effect at the time of the signing of this Contract, and the conditions of employment are to be improved wherever specific provisions for improvement are made elsewhere in this Contract. The foregoing does not limit the right of the Employer to increase or decrease the work force.

ARTICLE XXVIII

PERSONAL LEAVE

A maximum of three (3) days in any one fiscal year may be taken for personal business without loss of pay. Personal business days are provided for legitimate business and/or family obligations which can only be met during the regularly scheduled work day. Personal business days shall be granted upon notification to the immediate supervisor in accordance with Article VII B. Upon completion of six (6) months of employment new employees shall be granted only two (2) personal business days in that fiscal year of employment. Effective July 1st of the next fiscal year, the employee shall be credited with three (3) days.

ARTICLE XXIX

EMERGENCY CLOSING

The administration will determine when an emergency exists. If such a College-declared emergency necessitates the limitation of certain College services, the following conditions will apply:

- A. All employees will report on their regular shift unless otherwise notified.
- B. Those employees who cannot report to work because of the declared emergency will not lose regular time or compensation.

- C. Employees who are asked to work during or outside their regular shift during a declared emergency will receive double time and one-half for the hours worked.
- D. Emergency pay will be paid only for the hours of the declared emergency. The length of the emergency will be determined by the time it takes to relieve the conditions causing the emergency. More than one determination of the emergency period may be necessary under certain conditions.

ARTICLE XXX

STAFFING

- A. The College will endeavor to maintain a staffing level of ninety (90) positions as an operating base subject to enrollment and the financial condition of the College.
- B. Student helpers may be used to support full-time employees with a maximum ratio of two (2) students to one (1) Bargaining Unit employee. Student helpers will not operate College vehicles or motorized riding equipment. Student helpers are contingent upon the availability of funds and the numbers of such students used, as outlined above, is at the sole discretion of the Employer. Student helpers shall be used only as a supplement to the regular Bargaining Unit employees. Group work using students must be by mutual agreement between the supervisor and the Union Steward. No full-time probationary employees shall be laid off while students are performing work of this Bargaining Unit. Student helpers will normally work during regular shifts and will not be used to deny overtime to regular full-time employees. The work of the student helpers will be coordinated either through:
 - 1. Full-time Union employees
 - 2. A group leader, or
 - 3. A campus supervisor.

Coordination by Group I, II or III personnel will be on a voluntary basis and will not include any additional remuneration.

Student helpers may be used in a group work force setting under the supervision of a group leader or campus supervisor with the approval of the campus Union Steward on the shift affected.

- C. It is agreed that even though Craftsmen have been hired as journeymen in a specific skilled trade, it is often necessary and practical to periodically assign work to an individual that is not within the specific scope of his craft but is within the skills and ability of the individual. Normally, assigned work may entail assisting another craftsman. However, some tasks of a minor nature, outside his/her trade, may be performed by a Craftsman independently.

Maintenance A, B, an C personnel are permitted to perform Craftsmen work in conjunction with Craftsmen.

ARTICLE XXXI

TERM OF AGREEMENT

- A. This AGREEMENT shall become of full force and effect on the 1st day of July, 1994 and shall continue without amendment or modification of any kind until the 30th day of June, 1997. The Employer and the Union have this day agreed on the terms of this Contract as a basis for settlement of their current collective bargaining.

- B. One hundred and twenty (120) days prior to the first day of July, 1997, the Union and/or the Employer may, upon written notice to the appropriate party, meet to renegotiate the Contract.

**APPENDIX A-3
WAGES & CLASSIFICATIONS**

Beginning 7/1/94

1. Salary schedule for full-time employees -- day shift.

	<u>Start</u>	<u>After 6 Mo.</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
<u>Group 1</u>					
Custodian	\$8.79	\$9.79	\$10.83	\$12.25	\$13.39
Mailroom, Shipping and Receiving Clerk	9.71	11.12	12.58	13.33	14.45
Grounds Keeper	9.71	11.12	12.58	13.33	14.45
Group Leader	10.50	11.47	12.98	14.45	15.99
<u>Group 2</u>					
Maintenance C	10.88	11.85	12.97	13.69	14.90
Maintenance B	13.44	13.99	15.13	15.98	16.55
Maintenance A	14.32	14.91	15.87	16.70	17.16
* Group Leader	15.32	15.91	16.87	17.70	18.16
<u>Group 3</u>					
Craftsman Helper	10.89	11.47	12.58	14.08	15.26
Craftsman	15.95	16.30	17.06	18.14	19.47
* Group Leader	16.95	17.30	18.06	19.14	20.47

***GROUP LEADER**-As provided in #3 below.

2. The employer shall pay an additional \$0.45 (forty-five cents) per hour to those employees who work on the afternoon shift, and \$0.55 (fifty-five cents) per hour to employees who work on the evening shift.
3. Employees selected to work as Group Leader in Groups 2 and 3 shall be paid an additional \$1.00 for all hours worked.
4. Employees shall be paid by the employer every other Friday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular pay day.
5. It is mutually agreed that should a Maintenance C employee fill a position that was formerly or presently held by a Maintenance A or B employee, the Maintenance C employee shall be promoted to Maintenance B after two (2) years, providing he/she possesses a valid and current high-pressure boiler operator's license. Should the employee not obtain his/her license within six (6) months of this two year period, he/she shall be placed in the first open position from which transferred (his/her permanent classification).
6. It is mutually agreed that Maintenance B employees with more than five (5) years experience as a Maintenance B employee at OCC shall be promoted to Maintenance A providing they are fully qualified (have a high pressure boiler license and can weld to the satisfaction of the supervisor or have successfully completed an OCC credit welding course).
7. The Employer shall pay the sum of \$1,150.00 to all employees on the payroll as of July 1, 1994. Payment shall be made on the first pay in August, 1994.

**APPENDIX A-3
WAGES & CLASSIFICATIONS**

Beginning 7/1/95

1. Salary schedule for full-time employees -- day shift.

	<u>Start</u>	<u>After 6 Mo.</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
<u>Group 1</u>					
Custodian	\$9.10	\$10.13	\$11.21	\$12.68	\$13.86
Mailroom, Shipping and Receiving Clerk	10.05	11.51	13.02	13.80	14.96
Grounds Keeper	10.05	11.51	13.02	13.80	14.96
Group Leader	10.87	11.87	13.43	14.96	16.55
<u>Group 2</u>					
Maintenance C	11.26	12.26	13.42	14.17	15.42
Maintenance B	13.91	14.48	15.66	16.54	17.13
Maintenance A	14.82	15.43	16.43	17.28	17.76
* Group Leader	15.86	16.47	17.46	18.32	18.80
<u>Group 3</u>					
Craftsman Helper	11.27	11.87	13.02	14.57	15.79
Craftsman	16.51	16.87	17.66	18.77	20.15
* Group Leader	17.54	17.91	18.69	19.81	21.19

***GROUP LEADER**-As provided in #3 below.

2. The employer shall pay an additional \$0.45 (forty-five cents) per hour to those employees who work on the afternoon shift, and \$0.55 (fifty-five cents) per hour to employees who work on the evening shift.
3. Employees selected to work as Group Leader in Groups 2 and 3 shall be paid an additional \$1.00 for all hours worked.
4. Employees shall be paid by the employer every other Friday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular pay day.
5. It is mutually agreed that should a Maintenance C employee fill a position that was formerly or presently held by a Maintenance A or B employee, the Maintenance C employee shall be promoted to Maintenance B after two (2) years, providing he/she possesses a valid and current high-pressure boiler operator's license. Should the employee not obtain his/her license within six (6) months of this two year period, he/she shall be placed in the first open position from which transferred (his/her permanent classification).
6. It is mutually agreed that Maintenance B employees with more than five (5) years experience as a Maintenance B employee at OCC shall be promoted to Maintenance A providing they are fully qualified (have a high pressure boiler license and can weld to the satisfaction of the supervisor or have successfully completed an OCC credit welding course).
7. In the event the College determines that its financial condition is such that it cannot comply with the negotiated wage increases for either fiscal year 1995 - 1996 or fiscal year 1996 - 1997 at then current staffing levels, it shall so notify the Union in writing and the parties shall meet and renegotiate the wages only for that year(s). The parties agree that any renegotiations will not result in a decrease from the base wage scale in effect for the preceding year.

**APPENDIX A-3
WAGES & CLASSIFICATIONS**

Beginning 7/1/96

1. Salary schedule for full-time employees -- day shift.

	<u>Start</u>	<u>After 6 Mo.</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
<u>Group 1</u>					
Custodian	\$9.37	\$10.44	\$11.55	\$13.06	\$14.27
Mailroom, Shipping and Receiving Clerk	10.35	11.85	13.41	14.21	15.40
Grounds Keeper	10.35	11.85	13.41	14.21	15.40
Group Leader	11.19	12.23	13.84	15.40	17.05
<u>Group 2</u>					
Maintenance C	11.60	12.63	13.83	14.59	15.88
Maintenance B	14.33	14.91	16.13	17.04	17.64
Maintenance A	15.27	15.89	16.92	17.80	18.29
* Group Leader	16.33	16.96	17.98	18.87	19.36
<u>Group 3</u>					
Craftsman Helper	11.61	12.23	13.41	15.01	16.27
Craftsman	17.00	17.38	18.19	19.34	20.76
* Group Leader	18.07	18.44	19.25	20.40	21.82

***GROUP LEADER**-As provided in #3 below.

2. The employer shall pay an additional \$0.45 (forty-five cents) per hour to those employees who work on the afternoon shift, and \$0.55 (fifty-five cents) per hour to employees who work on the evening shift.
3. Employees selected to work as Group Leader in Groups 2 and 3 shall be paid an additional \$1.00 for all hours worked.
4. Employees shall be paid by the employer every other Friday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular pay day.
5. It is mutually agreed that should a Maintenance C employee fill a position that was formerly or presently held by a Maintenance A or B employee, the Maintenance C employee shall be promoted to Maintenance B after two (2) years, providing he/she possesses a valid and current high-pressure boiler operator's license. Should the employee not obtain his/her license within six (6) months of this two year period, he/she shall be placed in the first open position from which transferred (his/her permanent classification).
6. It is mutually agreed that Maintenance B employees with more than five (5) years experience as a Maintenance B employee at OCC shall be promoted to Maintenance A providing they are fully qualified (have a high pressure boiler license and can weld to the satisfaction of the supervisor or have successfully completed an OCC credit welding course).
7. In the event the College determines that its financial condition is such that it cannot comply with the negotiated wage increases for either fiscal year 1995 - 1996 or fiscal year 1996 - 1997 at then current staffing levels, it shall notify the Union in writing and the parties shall meet and renegotiate the wages only for that year(s). The parties agree that any renegotiations will not result in a decrease from the base wage scale in effect for the preceding year.

**APPENDIX B
GROUP INSURANCE AND RETIREMENT BENEFITS**

All insurance coverage shall be in accordance with the provisions and requirements of the group policies and shall not be subject to Article XIX, Grievance Procedure, but individual concerns or problems may be taken up at a Special Conference.

1. Life Insurance

Full-time employees are eligible for Life Insurance coverage in the amount of \$40,000 on the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month).

Coverage shall be reduced at age 65 and beyond as follows:

<u>Age</u>	<u>% of Age 64 Benefit</u>
65 - 69	60%
70 - 74	40%
75 - 79	25%
80+	15%

Employees shall have the right to convert such life insurance to Ordinary Life Coverage at their expense within 31 days following termination.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

2. Basic Medical - Health - Hospitalization

Full-time employees, their spouses, and dependent children are eligible for insurance under the SelectCare PPO with the \$3.00 co-pay prescription drug coverage on the first day of the month following official hire date.

No bargaining unit member, spouse or dependents enrolled in a college HMO shall be eligible for the SelectCare PPO benefits.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

<u>Options</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core (PPO SelectCare)	0.	0.
Opt I (PPO SelectCare)	0.	600.00
Opt II (HMO's)	0.	0.
Opt III (Opt Out)	0.	1,000.00

3. **Dental Care Insurance** - Full-time employees, their spouses, and dependent children are eligible for Dental Insurance coverage the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month).

80% of reasonable and customary charges will be paid for dental claims to an annual maximum benefit of \$800 per person other than orthodontics. For orthodontic services, 60% of reasonable and customary charges will be paid to a lifetime maximum benefit of \$2,000 per dependent child.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

<u>Options</u>	<u>Annual Benefit</u>	<u>Co-pay</u>	<u>Ortho Life Benefit</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	800.00	80/20	2,000.00	0.	0.
Opt I	800.00	80/20	3,000.00	48.00	0.
Opt II	1,000.00	90/10	2,000.00	96.00	0.
Opt III (Opt out)					150.00

4. **Short Term Disability** - The following weekly indemnity payment shall be provided under the Accident and Sickness Benefit program. Full-time employees are eligible for Short Term Disability coverage the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probation period (if probation ends after the 15th of the month).

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>
Core	60%	0.	0.
Opt I	65%	24.00	0.
Opt II	70%	48.00	0.
Opt III	N/A	N/A	N/A

5. **Long Term Disability**

Full-time employees are eligible for Long Term Disability Insurance coverage the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month). Coverage shall be as follows:

Amount of benefit - beginning at the end of the Short Term Disability coverage or on the 91st day, whichever is later, employees will be eligible for 60% of their monthly salary at the time of disability, subject to the terms and conditions of the existing policy. In accordance with the 1978 Age Discrimination in Employment Act amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply:

If long term disability benefits commence before age 60, benefits shall cease at age 65. If long term disability benefits commence at age 60, but before age 69, benefits will be paid for a maximum of 5 years or until you reach age 70, whichever occurs first. If long term disability benefits commence at age 69 or older, benefits will be paid for 12 months.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>
Core	60%	0.	0.
Opt I	65%	96.00	0.
(No other options)			

- Optical Insurance** - An employee and dependents shall be covered by Hancock Vision Care Plan or its equivalent (as determined by the Administration).

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

<u>Options</u>	<u>Exam</u>	<u>Frames</u>	<u>Lenses</u>	<u>Contacts</u>	<u>Annual Cost To Employees</u>	<u>Annual Cash Refund</u>
Core	45.00	40.00	30/45/70	75.00	0.	0.
Opt I	45.00	50.00	30/50/75	100.00	24.00	0.
Opt II	45.00	20.00	15/25/30	50.00	12.00	0.
Opt III (Opt out)						24.00

- Tax Deferred Annuities – Salary Reduction Plan** - Voluntary by employees. Full-time employees are eligible upon enrollment and application if not previously a member. Employees may reduce their salary in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.
- Accidental Death and Dismemberment Insurance** - The Employer will continue in force for the duration of this Contract its present Accidental Death and Dismemberment Plan with the existing carrier or similar policy or policies with other reputable insurers of its choice. Full-time maintenance employees shall be eligible to participate voluntarily in this plan. The maintenance employees shall contribute the total premium for the coverage elected.
- Michigan Public School Employee's Retirement Fund** - Paid by the Employer. Benefits as per enabling legislation.
- Social Security** - Paid by the Employer and Employee. Benefits as per enabling legislation.
- Workers' Compensation** - Paid by the College. Employees are eligible upon employment. Benefits per schedule established by law for accidents or illness directly attributable to employment. The employee will not continue to accrue vacation and sick days while being paid by Workers' Compensation for lost wages. Upon return to employment, the employee shall assume his/her former position and shift.
- Amount of Liability Benefit** - Coverage for job connected liability situations. Maximum -- Personal Liability --\$500,000 per person, \$1,000,000 per accident. Property Liability maximum \$100,000 paid by the College.
- Unemployment Compensation** - The Employer shall provide unemployment compensation for all full-time employees in accordance with the Michigan Unemployment Compensation Act.

14. **Employee Tuition Grants** - All full-time employees may attend credit classes at the College which are offered at hours outside their assigned responsibilities without payment of fees. In addition, the spouse and dependent children residing with the full-time employee are eligible for a similar tuition grant.

Tuition grants for employees are limited to eight (8) credit hours in the Fall and Winter Semesters and four (4) credit hours in the Spring and Summer terms. Full-time tuition grants for the spouses and dependent children are allowed.

Children of a deceased bargaining unit member shall be extended the above benefits until such children reach the age of 25. The spouse, if any (as of the date of death), of a deceased bargaining unit member shall remain eligible for the tuition grant provided above for a period of six (6) years following the date of death.

When the time periods specified above have been reached, the child and/or spouse shall receive tuition grant for those courses which have actually met, but shall not receive tuition grant for any course sections for which the spouse/child has merely registered.

15. **Library Privileges** - Eligible upon employment. Amount of benefit is the use of any of the Oakland Community College library facilities.

LETTER OF UNDERSTANDING

It is agreed that code 8's shall be given for unexcused absences as determined by the supervisor and shall be subject to disciplinary action. Code 9's are for excused absences for extenuating or unusual circumstances as determined by the supervisor.

FOR THE COLLEGE

Susan E. Latva

Date July 28, 1994

FOR THE UNION

Luis Ryerson

Date July 28, 1994

LETTER OF UNDERSTANDING

Full-time Bargaining Unit employees may elect Health Maintenance Organization (HMO) coverage, when established by the College, in lieu of the coverage listed in Appendix B-2 of the Agreement.

It is understood that election of this coverage or return to the previous coverage may be accomplished only during the open enrollment period established by the College Human Resources Department.

It is understood that the College contribution to the cost of such HMO coverage shall not exceed the cost of health care coverage described in Appendix B-2. Furthermore, no Bargaining Unit member, their spouse or dependents enrolled in a College approved HMO shall be eligible for benefits set forth in Appendix B-2 in addition to the coverage of the HMO.

The Union acknowledges and agrees that the option provided herein was made available to such employees pursuant to the terms, conditions and mandates of applicable Federal Laws and regulations as promulgated thereunder and hereby acknowledges that, as to its membership, the employer owes no further legal duty in regard thereto.

FOR THE COLLEGE

Susan E. Linton

Date July 28, 1994

FOR THE UNION

Luis Ryerson

Date July 28, 1994

LETTER OF UNDERSTANDING

The parties agree that opportunities shall be made available to persons who wish to become familiar with the groundskeeping equipment. At the present time, it is planned that twice a year the College will post notices of when and where orientations will be held. These will be held at differing sites as selected by the College. The orientations will be conducted with four (4) Operating Engineers who will demonstrate various pieces of equipment, allow hands-on opportunities, and provide feedback.

Participation on the part of employees is voluntary and shall be on the employee's own time. A record will be kept of individuals who participated showing satisfactory/unsatisfactory results. Individuals who have participated in orientation shall be considered for vacancies on the same criteria as individuals who have not participated in orientation.

FOR THE COLLEGE

FOR THE UNION

Susan E. Lorton

Luis Peterson

Date July 28, 1994

Date July 28, 1994

LETTER OF UNDERSTANDING

The Campus President and his/her designees shall have the right of access to College buildings to perform his/her necessary work without the presence of Maintenance employees during hours which are not normally staffed by Maintenance employees. This shall not be construed to alter the present practices of the assignments and responsibilities of Maintenance employees.

FOR THE COLLEGE

Susan E. Linton

Date July 28, 1994

FOR THE UNION

Luis Ryerson

Date July 28, 1994

LETTER OF UNDERSTANDING

It is mutually agreed between the International Union of Operating Engineers, Local #547, A-B-C, AFL-CIO, the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, Council #23, Local 1999, and Oakland Community College that, whenever it becomes necessary for a member of the AFSCME Union to temporarily replace a member of the Operating Engineers Union an additional sum of one dollar and twenty-five cents (\$1.25) per hour will be paid to the AFSCME Union Employee.

FOR THE COLLEGE

Susan E. Lator

Date July 28, 1994

FOR THE UNION

Lisa Ryerson

Date July 28, 1994

Wendell A. Hundley
Al Hundley, Chief Steward Operating Engineers

Date 7-28-94

LETTER OF AGREEMENT
BETWEEN
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
AND
AMERICAN FEDERATION OF STATE AND COUNTY MUNICIPAL EMPLOYEES, LOCAL 1999

1994 WINTER CLOSE DOWN

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and Local 1999 of the American Federation of State and County Municipal Employees (hereinafter referred to as AFSCME, Local 1999),

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter close down from Saturday, December 24, 1994 through Sunday, January 1, 1995.
- 2) The winter close down shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Saturday	December 24	Christmas Eve
Sunday	December 25	Christmas Day
Monday	December 26	Holiday
Tuesday	December 27	Holiday
Wednesday	December 28	Additional day paid by College
Thursday	December 29	Holiday
Friday	December 30	Holiday
Saturday	December 31	New Years Eve
Sunday	January 1	New Years Day

- 3) Part-time employees who would otherwise be scheduled to work on December 28 shall receive pro rata pay for that day.
- 4) Employees scheduled to work during the winter close down must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Council no later than December 1, 1994. Any employee who is scheduled to work on December 28 will be paid straight time for actual hours worked in addition to the additional day paid by the College. Any employee called in to work between December 24, 1994 and January 2, 1995 will be paid at time and one-half in addition to any holiday pay or additional day paid by the College.

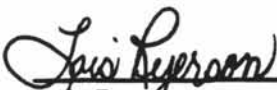
On behalf of:

OCC BOARD OF TRUSTEES


Edward D. Callaghan
Executive Director of Human Resources


Patsy J. Fulton
Chancellor

AFSCME, LOCAL 1999


Lois Rye
President, AFSCME, Local 1999


Date

LETTER OF UNDERSTANDING

The parties agree that a joint committee of two persons selected by the Union, two persons selected by the Administration and one Human Resources Representative be formed. The purpose of the Committee will be to investigate and recommend content and duration of training programs for grounds, mailroom/shipping & receiving, mechanical maintenance and other classifications as may be mutually agreed to by the parties. The Committee will also review the progress of trainees.

The Administration reserves the absolute right to determine the need for trainees and will post any such openings. Trainees shall be selected from among the bidders utilizing the Maintenance Union Promotional Opportunities process.

Trainees are expected to show consistent progress throughout the duration of the training. A trainee may be removed from the program by the administration when such progress is not demonstrated. The Committee shall recommend satisfactory/unsatisfactory progress to the administration. Trainees are expected to receive at least a "C" in all formal course work and must maintain a satisfactory attendance record during the training period. Trainees shall work such shifts and locations as assigned. Trainees will agree to remain working for the College following training for the length of time of their training, or if they should terminate their employment prior to that date, will agree to reimburse the College for all training expenses. The Committee shall be responsible for recording the expenses of each trainee's involvement in the program. In the event that an employee wishes to withdraw from the program because of disability or compelling circumstances, s/he shall so advise the Committee who shall approve/disapprove the request.

Trainees who are removed from the program or who complete the program shall be returned to their former classification, shift and location. Persons who complete the Mechanical Maintenance Training Program shall be awarded the next available position, provided they meet the minimum qualifications, on the basis of their completion date; in the event two (2) or more trainees complete the program at the same time, seniority shall be the determining factor.

The Committee shall recommend to the Administration the method of filling available positions with individuals who have successfully completed the programs for other classifications.

FOR THE COLLEGE

FOR THE UNION

Susan E. Lator

Luis Ryerson

Date July 28, 1994

Date July 28, 1994

LETTER OF UNDERSTANDING

Effective July 1, 1990, the craftspersons were moved to specific campus locations, and the College is of the opinion that a group leader is no longer necessary for crafts.

However, to avoid disputes on this issue, the College will retain the additional \$1.00 per hour group leader rate for Mickey Glover until such time as he is no longer actively at work, or is no longer a craftsman. The Union agrees that the College has no obligation to appoint any future group leader for the craftsmen, although it may elect to do so.

Should the College elect to appoint a group leader for the craftsmen, the promotion shall be based upon demonstrated ability to direct, knowledge of the skills involved and seniority with OCC.

FOR THE COLLEGE

Susan E. Linton

Date July 28, 1994

FOR THE UNION

Luis Ryerson

Date July 28, 1994

AFSCME LOCAL 1999

Ellen Keith

Ellen Keith, Chief Negotiator

Lois Ryerson

Lois Ryerson, President AFSCME - Local 1999

John Dufresne

John Dufresne

Michael Heiligenthal

Mike Heiligenthal

Russel A. Karman

Russel Karman

Terry Mayhew

Terry Mayhew

Anetia Pace

Anetia Pace

Ray Ryerson

Ray Ryerson

OAKLAND COMMUNITY COLLEGE

Janice Simmons

Janice Simmons

Chairman, Board of Trustees

Patsy J. Fulton

Patsy Fulton, Chancellor

Susan E. Lorton

Susan E. Lorton, Chief Negotiator

Clarence E. Brantley

Clarence E. Brantley

John W. Copeland

John W. Copeland

Wendell A. Hundley

Wendell A. Hundley

Jerry B. Self

Jerry B. Self

