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OAKLAND
COMMUNITY
COLLEGE

Classified Master Agreement

July 1, 1995 - June 30, 1998

Oakland Community College

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



AFSCME
Local 2042

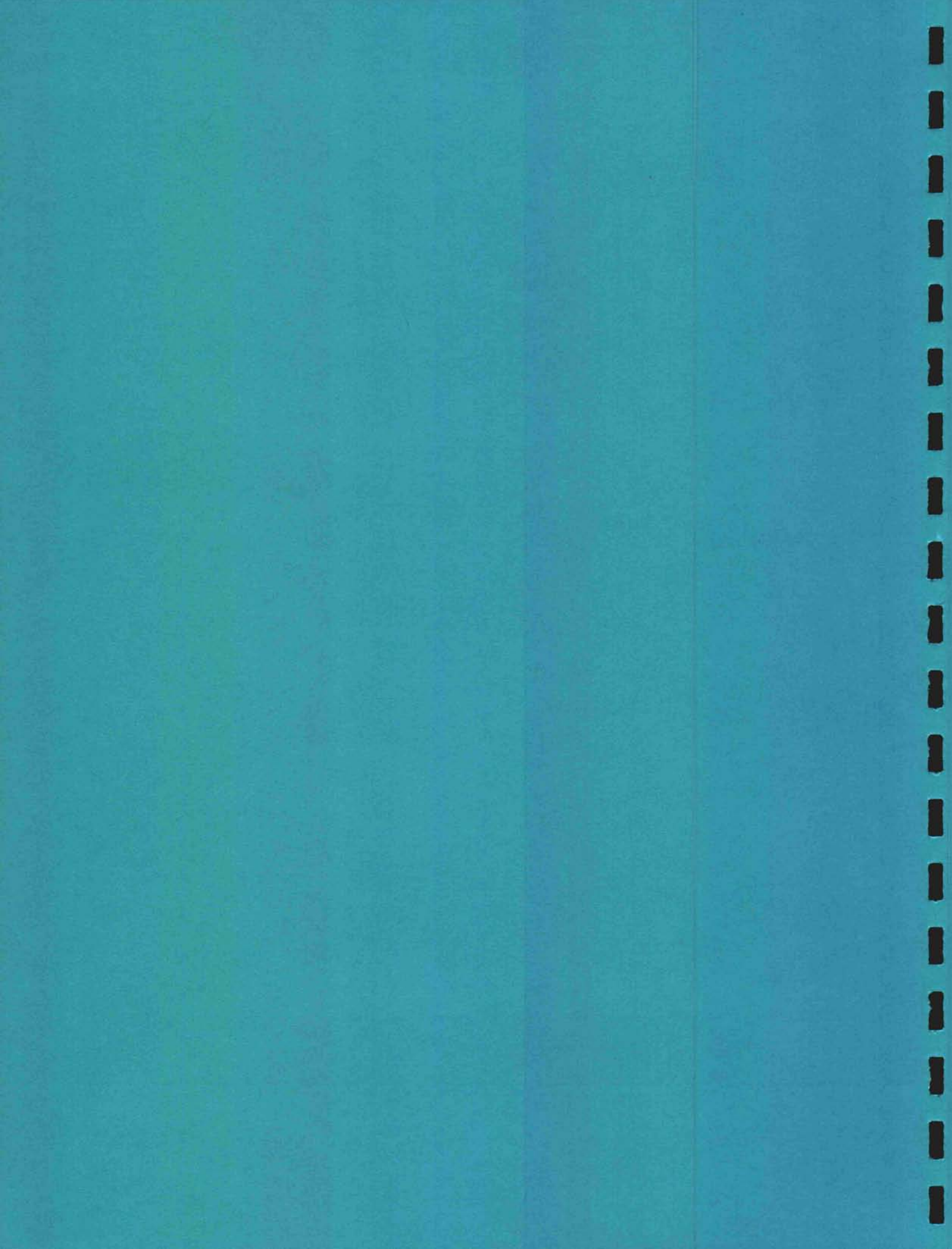


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OAKLAND COMMUNITY COLLEGE

AGREEMENT

This Agreement is made this 20th day of November, 1995, between the Oakland Community College, hereinafter referred to as the Employer, and the Oakland Community College Local 2042 chartered by and affiliated with Michigan Council No. 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms, wages, hours and working conditions, and to promote orderly, peaceful, friendly and cooperative labor relations for the mutual interest of the Employer and the Classified Personnel of Oakland Community College, covered by this Agreement, and that further, this paragraph is not subject to the Grievance Procedure. The parties recognize that the interest of the community depends upon the Employer's and the employees' success in establishing a proper service to the community.

It is mutually agreed that the headings used in this Agreement and the exhibits are for reference only and that they neither add to nor subtract from the meaning. Whenever the word he or employee is used in this Agreement, it shall be deemed to include both male and female gender.

ARTICLE II

RECOGNITION

A. Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining unit as follows:

All non-instructional classified employees, but excluding food service employees, maintenance and custodial employees, confidential employees, security employees, supervisors, and temporary employees.

B. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of race, religion, color, national origin, sex, age, height, weight, marital status or handicap, nor will sexual harassment be tolerated; nor shall the Employer or its agents, nor the Union, its agents or members, discriminate against any employee because of his/her exercising those rights guaranteed by State or Federal Law.

ARTICLE III

BOARD AND ADMINISTRATION RIGHTS

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:

- A. To the executive management and administrative control of the College, its properties, its facilities and the activities of its employees in conformance with their constitutional rights;
- B. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotions; and to promote and transfer all such employees;
- C. To relieve employees from duties because of lack of work or other legitimate reasons;
- D. To determine the methods, means and personnel by which the operations of the College are to be conducted.

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 expressed 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 IV

AID TO OTHER UNIONS

The Employer and its administrative staff will not aid or promote any group or organization of classified employees of the type covered by this contract which purports to engage in collective bargaining or make any Agreement with such group or organization for the purpose of undermining the Union.

ARTICLE V

UNION SECURITY

Employees covered by this Agreement who are not members of the Union at the time it becomes effective, and all new employees, after their probationary period, or employees transferred or rehired, shall be required, as a condition of employment either to become members of the Union or pay a service charge equal to the monthly dues of the Union. An employee who fails to comply with this article and who has been contacted by the Union by letter about such noncompliance, shall be discharged by the Employer within 15 (fifteen) working days after receipt of written notice from the Union Financial Officer or a Designee authorized by the Union President.

ARTICLE VI

DUES DEDUCTION

The Employer shall deduct the required amount of fees for payment of Union dues, or a service charge, from the pay of each employee from whom it receives a signed authorization to do so. Such dues or service charge are to be deducted from the first pay in each calendar month and remitted to the Financial Officer of the Local Union not later than the tenth day of the following month. The Employer shall furnish a monthly listing of employees for whom the Union has submitted signed authorization for deduction of dues or a service charge.

- A. The Employer shall have no responsibility for the collection of initiation fees, membership dues or service charge, special assessments, or any other deduction not in accordance with this provision.
- B. **Limit of Employer's Liability:**
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 and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.
- C. **Termination of Check-Off:**
An employee shall cease to be subject to check-off dues or service charge beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE VII

REPRESENTATION

There shall be five (5) Representational Areas within the bargaining unit. Their numbers and name and location are as follows:

1. Orchard Ridge Campus: Farmington Hills, Michigan.
2. Highland Lakes Campus: Union Lake, Michigan.
3. Auburn Hills Campus: Auburn Hills, Michigan.
4. Royal Oak/Southfield Campus: Royal Oak and Southfield, Michigan.
5. District Offices: Bee Administration Center, Bloomfield Hills, Michigan; Pontiac Center, Pontiac, Michigan; Auburn Centre, Auburn Hills, Michigan; and any other District Office sites established within a ten (10) mile radius of Bee Administration Center.

It is mutually agreed that the principle of representation is a sound basis for increasing the number of Representational Areas, when five (5) or more employees covered by this Agreement are assigned to that location, a number and names will be established and Stewards recognized.

ARTICLE VIII

STEWARDS

- A. There shall be two Stewards in each Representational Area, as defined in Article VII, who shall represent all or any employees working in that Representational Area and a Chief Steward who may represent all or any employees of Oakland Community College covered by this Agreement. However, Royal Oak/Southfield campus shall have the opportunity to have two Stewards at each site and any District Office sites which have more than five (5) employees shall have the opportunity to have two Stewards at such site. It is understood that this is not intended to provide dual coverage on any one issue.

- B. A substitute shall be named in the absence of a Representational Area steward and the office of the immediate supervisor shall be notified.
- C. Stewards, during their working hours, may in accordance with the terms of this Article investigate and present grievances as outlined in the Grievance Procedure upon having advised their supervisor of same. The supervisor will grant permission and provide stewards sufficient release time for these purposes. Such time will be granted as soon as possible but in any event not later than the next regularly scheduled working day. The privilege of Stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; any alleged abuse by either party will be a proper subject for a Special Conference.
- D. The Union will furnish to the Employer a continuously updated list of officers, stewards and substitutes.
- E. The Employer will furnish the Union Chief Steward with an updated list, each January and July, of immediate supervisors with administrative authority in each Representational Area with whom the Steward will deal in processing a grievance.

ARTICLE IX

SPECIAL CONFERENCES

Special Conferences for important matters will be arranged at a mutually agreed upon 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 representatives of the Union. Arrangements for such Special Conferences shall be made in advance, and an agenda of 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. Any employee attending a Special Conference during work hours shall not suffer loss of income. The Union will provide the Employer with the names of Union individuals to attend a Special Conference at the time the conference is requested.

Any dispute not resolved in a Special Conference may be submitted as a grievance.

ARTICLE X

GRIEVANCE PROCEDURE

- A. **Purpose:**
The purpose of the grievance procedure is to secure at the lowest possible step, equitable solutions to the grievances arising under this Agreement.
- B. **Time Limits:**
Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to have been withdrawn without prejudice by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure. It is understood and agreed that the time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

C. Group Grievance:

There are three (3) types of group grievances (two or more employees). Group grievances will include the names of all affected employees known at that time and a statement to the effect that it is a group grievance.

1. One Representational Area - one supervisor

If a group of employees from one representational area are involved in the same issue, the grievance shall be submitted in writing to their immediate supervisor (or designee). It shall be submitted at Step 2 by the Union on behalf of all similarly affected employees.

2. One Representational Area - multiple supervisors

If a group of employees from one representational area are involved in the same issue, the grievance shall be submitted in writing to the Campus President (or designee), or in the case of the District Office sites, the Employer's designated representative. It shall be submitted at Step 3 by the Union on behalf of all similarly affected employees.

3. Class Action

When a contract violation has occurred and it may have bargaining unit-wide consequences, a Union Officer or Steward shall file and sign the grievance on behalf of the Local. It shall be submitted either at Step 3 to the Campus President or at Step 4 to the Executive Director of Human Resources (or designee).

In the event a group of employees from two (2) or more representational areas are involved in the same issue, it shall be presented, in writing, as a group grievance to the Director of Human Resources, or a designee, and processed at Step 4, of the grievance procedure by the Union on behalf of all similarly affected employees.

If a group of employees from one representational area are involved in the same issue, it shall be presented in writing as a group grievance to the Campus President (or designee) or in the case of the District Office sites, the Employers' designated representative and processed at Step 3 of the grievance procedure by the Union on behalf of all similarly affected employees.

Group grievances will include the names of all affected employees known at that time and a statement to the effect that it is a group grievance.

D. Cross Representational Area (Campus/Location) Grievance:

In the event that the employee(s) has a cross representational area grievance, it shall be presented to the immediate supervisor at the representational area where the alleged dispute arose, and processed by the President of Local 2042 or designee, in accordance with the grievance procedure, beginning with Step 1.

E. Grievance Participation:

The grievant should be present at any and all grievance hearings.

F. Withdrawal of Grievance:

An employee or Union grievance may be withdrawn at any step of the grievance procedure.

G. Waiver:

Any step of the grievance procedure may be waived with the written consent of the College, the aggrieved party, and the Union. Grievances relating to discharge shall be positioned at Step 4 of grievance procedure.

H. Union Officers-Time Off:

The Local Union President, or designee, where appropriate in the grievance procedure shall be permitted to investigate and present grievances during working hours without loss of pay.

I. Steps of the Grievance Procedure:

Grievances shall be presented at Step 1 of the grievance procedure within twenty-five (25) regularly scheduled working days of the event or occurrence, or knowledge of such event or occurrence, otherwise the grievance shall not be a justifiable grievance. The Union President and Chief Steward shall be notified, in writing, of all grievance settlements at any step.

Step 1:

- a. Employees who feel they have a grievance shall first discuss the grievance with his representational (campus/location) area steward.
- b. The steward will then discuss the grievance with the employee's appropriate representational (campus/location) immediate supervisor.
- c. If the grievance is settled at this step within five (5) regularly scheduled working days and the settlement involves compensation, the Local President will be notified, in writing, of the proposed settlement.

Step 2:

- a. If the grievance is not settled at Step 1, the grievance shall be presented in writing on a standard form, signed by the employee, stating the conditions on which it is based, the date of occurrence, Article(s) and Section(s) of the contract alleged to have been violated, to the appropriate representational area supervisor within five (5) regularly scheduled working days after the discussion provided for in Step 1.
- b. The employee's immediate supervisor shall within five (5) regularly scheduled working days after receipt of the grievance, answer the grievance in writing with copies to the employee, steward, and the President of the Local Union.

Step 3:

- a. If the grievance is not settled at Step 2, it may be appealed to the Campus President or in the case of the District Office sites, the Employer's designated representative within five (5) regularly scheduled working days after receipt of an answer provided for in Step 2, b.
- b. The President or the Employer's designated representative shall, within five (5) regularly scheduled working days after receipt of the appealed grievance, answer the appealed grievance in writing with a copy to the employee, the steward, and the President of the Local Union.

Step 4:

- a. If the grievance has not been settled in Step 3, and if it is to be appealed to the fourth step, a written notice of such appeal must be sent to the office of the Executive Director of Human Resources, or a designee, within ten (10) regularly scheduled working days after receipt of the answer provided for in Step 3, b.
- b. The Local Union President and two other Union representatives, one of whom shall be from the Council, and the Executive Director, Human Resources, or a designee, and other appropriate Employer's representatives shall meet to consider the grievance within fifteen (15) regularly scheduled working days after the office of the Executive Director, Human

Resources, or a designee, receives notice of appeal to Step 4. Either the Union or the College may call in all principal parties to the grievance and such other parties as either party may deem necessary.

- c. The Executive Director, Human Resources, or a designee, shall give the Union's Local President a written answer to the grievance in triplicate within fifteen (15) regularly scheduled working days after the date of such meeting.

MEDIATION

Any grievance not resolved through the first four (4) steps shall be heard by a mediator selected by MERC, provided such hearing can be concluded within sixty (60) working days of the Step 4 response. However, either party may choose to omit this step by providing written notice to the other within ten (10) working days of the receipt of the Notice of Intent to Arbitrate. The mediator's recommendation shall not be binding on either party. The mediation process shall not delay the arbitration process nor shall it affect any dates or time limits specified elsewhere in this article.

ARBITRATION

Any unresolved grievance which has been fully processed through Step 4 of the Grievance Procedure may be submitted to Arbitration by either party in accordance with the following procedure:

- a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate within twenty (20) regularly scheduled working days from the receipt of the answer in Step 4 or the expiration of the time limit for such answer.

Within forty-five (45) working days of receipt of the Step 4 answer, AFSCME Council 25 shall confirm the intent to arbitrate in writing to the Employer. The forty-five (45) day limit shall be automatically extended to sixty-five (65) working days upon notice from the Council representative.

- b. The arbitrator shall be selected on a rotating basis from a permanent list of five (5) arbitrators mutually selected. Each of these arbitrators shall agree to follow the labor arbitration rules of the American Arbitration Association.
- c. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of an arbitrator, or his judgement, to sustain, or reverse or modify any alleged dispute put before him.
- d. The decision of the arbitrator shall be binding on both the Union, the employee, and the Employer and not subject to further appeal.
- e. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Union and Employer.

ARTICLE XI

DISCIPLINE AND DISCHARGE

There shall be four separate methods of disciplining an employee, namely:

1. Verbal reprimand
2. Written reprimand
3. One to five day suspension without pay
4. Discharge

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.

At an investigatory hearing when suspension or discharge is a possibility, the Employee may request one of the following individuals to be present: the Union President, Chief Steward or Site Steward. Employees shall have the right to be represented by the Union at the time disciplinary action is imposed. The immediate supervisor shall inform the employee in advance that the meeting shall be for disciplinary action. The employee must sign and receive a copy of any disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgement 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 thirty (30) months previous to the date of the occurrence of the event on which the current charge is based.

College and Union agree that suspension and discharge grievances shall be positioned at Step 4 and written reprimand grievances at Step 3.

ARTICLE XII

STRIKES AND LOCKOUTS

The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Any employee, group of employees or Union Steward who instigates, aids or engages in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer may be disciplined or discharged in accordance with Article XI, Discipline and Discharge.

ARTICLE XIII

SENIORITY

Seniority shall be defined as an employee's length of service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a classified employee at the instruction of the Employer unless he has quit or been discharged except as provided in number one (1) below. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absences, vacations, sick or accident leaves or layoffs for

lack of work except as hereinafter provided. Seniority for part-time employees will be pro-rated based on 2080 hours per year as full-time employment.

All new full-time employees shall be probationary employees until they have worked sixty (60) days for the Employer. All new part-time employees shall be probationary employees until they have worked seventy-five (75) days for the Employer regardless of hours worked per day. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify the employee for regular employee status.

1. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his relative length of service. A probationary employee shall be considered an external applicant when applying for a vacant position or for a temporary transfer. Probationary employees chosen to fill permanent vacancies shall be considered as new hires for purposes of seniority, benefits, and rate of pay determinations. Probationary employees shall be represented by the Union in all other contract areas.
2. Upon satisfactorily completing the probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire. In those cases where the employee has been absent from work for a period of ten (10) working days or more during his/her probationary period, the employee's name shall not be entered on the seniority list until the employee has satisfactorily completed the sixty (60) working days or seventy-five (75) working days in the case of a part-time employee.

The probationary period may be extended beyond the above-specified periods by mutual agreement between the Executive Director, Human Resources or designee and the Local Union President or designee.

ARTICLE XIV

SENIORITY LISTS

An up-to-date seniority list shall be prepared by the Employer and presented to the Union President on January 1 and July 1 of each year.

To break a tie when two (2) or more employees have the same hiring date, their seniority shall be ranked in descending order of the sum of the individual units of their Social Security Number. In case of a second tie, the last four (4) digits of the Social Security Number will be added for a second total to determine their seniority. In case of a further tie, the last five (5) digits, six (6) digits, etc. will be used to break the tie.

The Seniority list will show the names, job classification, social security numbers, geographic location and level ordered by seniority date from most senior to least senior.

A separate list shall be provided for all part-time employees indicating their hire date. If a non-probationary part-time employee applies for a posted position or is to be laid off within Local 2042, his/her seniority will then be computed on a pro-rated basis of 2080 hours per year. If a non-probationary part-time employee transfers to a full-time position, his/her seniority shall be pro-rated and then his/her name shall be placed on the seniority list in accordance with the corrected date.

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.

ARTICLE XV

LOSS OF SENIORITY

An employee's seniority shall terminate and his/her employment shall cease if:

- A. The employee separates.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is absent for three (3) consecutive regularly scheduled working days without notifying the office of the immediate supervisor or President. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated and therefore loses their seniority.
- D. The employee does not return to work when recalled from layoff as set forth in the Article XVIII, Recall Procedure. In proper cases, exceptions may be made by the Employer.
- E. In the event an employee is laid off for a period of time equal to his/her seniority at the time of layoff or four (4) years, whichever is less at the time of layoff.
- F. The employee does not return from vacation, leave of absence or sick leave in accordance with C above.
- G. An employee who permanently transfers to a position under the Employer not included in the Bargaining Unit, shall have his/her accumulated seniority frozen as of the day he/she leaves the Unit, for a period up to one (1) year. After one (1) calendar year from date of transfer from this Bargaining Unit, the employee will lose all seniority accumulated within this Bargaining Unit. The time spent out of the Bargaining Unit will not be counted toward seniority within the Unit.

Employees who temporarily transfer to non-bargaining unit positions shall continue to pay union dues and accrue seniority for the duration of the transfer for a period up to one (1) calendar year. If the temporary transfer exceeds one (1) calendar year, the employee's seniority shall be frozen for up to one (1) calendar year and his/her classified position shall be posted in accordance with Article XXI. After one (1) calendar year from the date of frozen seniority, the employee shall lose all seniority accumulated within this bargaining unit.

The time periods specified above may be extended upon mutual agreement of the parties.

ARTICLE XVI

SHIFT PREFERENCE

Shift preference will be granted within classification on the basis of seniority. In proper cases, exceptions may be made by mutual agreement between the campus steward and supervisor. The

transfer to the desired shift will be effected in accordance with Appendix A-1, Work Shift. When at least two classified employees (whether full or part-time) have the same classification and work in the same department but different shifts, and one of the employees leaves (whether temporarily or permanently), or the Employer creates a position (whether temporary or permanent), the incumbent employee(s) shall have the choice of shift prior to posting the position.

ARTICLE XVII

LAYOFF

- A. Layoff shall be defined as a reduction in the size of the work force due to the lack of work or funds within the College.

When it becomes necessary to layoff classified employees, temporary employees, student employees, and probationary employees shall be laid off in that order first. Then those full and part-time employees will be laid off in accordance with the seniority list with the least senior employees laid off first on a college-wide basis, provided always that the remaining employees shall have the ability to perform the work of the laid off employees.

- B. Employees to be laid off will have at least ten (10) working days notice of layoff.
- C. 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. When an employee is required to assume the responsibility of a lower job classification/level at the request of the College, that employee shall continue to be paid at his/her current rate. However, should a position be posted in the geographic location and job classification/level in which he/she is being paid, the employee must apply for that position or revert to the lower classification/level if a layoff condition still exists.
- D. In the event of a layoff, the College shall continue to pay premiums for insurances as provided in Appendix B for the month in which the layoff occurred and two full months following the layoff.
- E. See Appendix N for further information.

ARTICLE XVIII

RECALL

When the working force is increased after a layoff, laid off employees shall be recalled in the inverse order of the layoff. Employees who refuse recall at any college location and at the same pay level, will forfeit their seniority rights and will be considered as a voluntary quit. Employees who have been laid off or bumped, shall continue to have recall rights to their original classification and location for a period equal to their seniority, or three years, whichever is less after returning to another location or classification. No student, temporary or probationary employees will be reemployed until all employees have been recalled.

Notice of recall shall be sent to the employee's last known address by certified or registered mail. If an employee fails to notify the Employer within two (2) days after receipt of recall notice and report for work within three (3) days or fails to make other provisions with the Employer, he/she shall be considered terminated under Article XV, Loss of Seniority. In proper cases, extensions will be granted by the Employer. Employees shall be subject to recall for a period equal to their seniority or four years, whichever is less.

The Union Secretary/Treasurer shall be notified in writing of all employees being recalled at the same time the College issues the recall notice.

ARTICLE XIX

EMPLOYEE POSITIONING

Employer agrees to meet with Union on matters of consolidation and/or reorganization to discuss job assignments and rates of pay. In the event that positions are consolidated or eliminated, a Union/Management conference will be immediately called to mutually determine the placement of the employees affected. The parties may consider various options such as, but not limited to, placing the individual in a vacant position, creation of a new position, or retraining the employee. The parties must mutually agree on any option selected. An employee who is offered a job at the same pay level and representational area must accept. In the event that the resolution results in displacement of another member of the Bargaining Unit, that employee will also be a subject for the Union/Management meeting procedure.

ARTICLE XX

TEMPORARY TRANSFERS

In the event the Employer chooses to provide temporary coverage for employees because of illness, accident, vacation, leaves of absence or to fill temporary jobs, vacancies by posting for internal transfers, the following shall apply:

1. Notices shall be posted on Union bulletin boards on a campus or college-wide basis for at least seventy-two (72) hours.
2. The selection process specified in Article XXI, Vacancies/Postings, shall be used to select among internal applicants.
3. There shall be no lateral transfers except upon mutual agreement between the Executive Director, Human Resources or designee and the Union President or designee.
4. 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. An employee on temporary transfer shall not be allowed to return to his/her former position or bid on another temporary transfer during the temporary transfer period without mutual consent of the Union President or designee and the Executive Director, Human Resources or designee.
5. When an employee applies for and is awarded a job in a higher pay level, s/he shall be placed at the lowest step of the higher pay level which is at least one dollar (\$1.00) higher than the employee's current step.
6. Whenever temporary coverage exceeds sixty (60) working days, the employer must post the position on a college-wide basis for at least seventy-two (72) hours no later than the fifty-seventh (57th) work day under the terms and conditions outlined above, unless the position has been previously posted on a college-wide basis. When there are no qualified internal applicants, the Executive Director of Human Resources (or designee) and the Union President may discuss minimum qualifications. If agreed upon, modified minimum qualifications shall appear on a new 72-hour posting notice.

7. If a temporary vacancy has been filled with a bargaining unit employee, the resulting temporary vacancy may be filled by a non-bargaining unit individual who possesses the minimum qualifications, unless #8 below applies. The College shall also have the options of posting the resulting vacancy in accordance with this Article, or not filling it.
8. Non-bargaining temporaries may be hired with less than minimum qualifications for a period not to exceed sixty (60) working days.
9. Long-Term Disability vacancies, see Article XXX, Paid Sick Leave.

ARTICLE XXI

VACANCIES/POSTINGS

All job vacancies will be posted for a period of seven (7) regularly scheduled working days in designated locations within each representational area. The job postings shall set forth job classifications, shifts, representational area, location, work hours, work days and if full or part-time. Shift preference shall be offered according to Article XVI prior to posting a position. Interested employees shall apply within the posting period. The employees bidding for the job shall file their bid form with the Human Resources Department. The employee should retain a copy of the bid form for his/her file.

Vacancies within the bargaining unit shall be filled from among those applicants who meet the minimum qualifications as posted: the three (3) candidates with the most seniority shall be identified and the Employer may interview one or more of those candidates. The Employer shall select one of those three (3) applicants for the position provided the seniority differential among candidates does not exceed two (2) years. When the seniority differential exceeds two (2) years, the most senior qualified applicant shall be awarded the job. Examples of this are as follows: 1) A's seniority date 1-1-80; B's seniority date 1-1-82; C's seniority date 1-1-84, College can choose among A,B,or C. 2)A's seniority date 1-1-80; B's seniority date 1-1-82; C's seniority date 1-1-86, College can choose among A or B. 3) A's seniority date 1-1-80; B's seniority date 1-1-83; C's seniority date 1-1-85, College must select A. Probationary employees shall be considered as external applicants when applying for vacancies. The Employer shall notify the Union President when there have been no bids or no qualified internal candidates for a posting. This applies to both temporary and regular postings. If the most senior qualified applicant is denied the position for reasons other than seniority reasons as outlined above, the disqualified employee may request and will receive the reasons for denial in writing. The matter may then become a proper subject for the 4th step of the grievance procedure.

Applicants chosen for lateral and downgrade moves shall be granted a twenty (20) regularly scheduled working day trial period and applicants chosen for promotional moves shall be granted a thirty (30) regularly scheduled working day trial period to determine:

- a. his/her desire to remain on the job.
- b. his/her ability to perform the job.

In the event the successful applicant vacates the new position within the trial period, through either the employee's or Employer's decision, he/she shall revert to his/her former position. The Employer may then choose among the three (3) most senior applicants as provided above who meet the minimum qualifications as posted, or repost the position, or determine not to fill the vacancy. Any employee who is disqualified by the Employer during the trial period shall be given the reasons in writing, and shall have the option of filing a grievance to be heard at the fourth (4th) step of the grievance process. When a person is awarded a job in a higher pay level, he/she shall be placed at the lowest step of the higher pay level which is at least one dollar (\$.100) higher than the person's current step.

Present employees chosen to fill a vacancy in the same classification and level shall not be eligible to apply for another position in the same classification and level for a period of six (6) months from the date of the previous lateral (same classification and level) move. Exceptions may be made upon mutual agreement between the Local Union President or designee and the Executive Director, Human Resources or designee.

Internal applicants will be given preference over external applicants in vacancies (see definitions) except as provided for in the above paragraph.

An employee who successfully bids on a vacancy shall not be eligible for another position during the trial period, unless mutually agreed to by the Local Union President or designee and the Executive Director, Human Resources or designee, or the employee is bidding for a higher classification, or the employee is the only internal applicant.

Part-time to Full-Time:

When the College determines that a part-time position should become a full-time position, the position shall be posted as above if there is no incumbent or if the incumbent has been in the position for less than two years equated. If the incumbent has been in the position for two or more years equated, the college shall offer the full-time position to that incumbent before posting the position for bids.

If a part-time incumbent is displaced or refuses that full-time position and if there are no part-time positions vacant in their representational area for which the individual qualifies, employee positioning shall apply.

The Local Union President shall receive a copy of all job postings including job descriptions. In the event the Employer does not intend to fill a vacant position, the Union President will be notified by the Human Resources Department.

The Employer shall be responsible for interviews of applicants and shall make the decisions, using all pertinent information and data affecting this Article.

Long-Term Disability vacancies, See Article XXX.

ARTICLE XXII

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 because a position has been eliminated.

The Employer shall not use such reclassification as a disciplinary measure.

When an employee is required to assume the responsibility of a lower job classification at the request of the College, that employee shall continue to be paid at his or her current rate. However, should a position be posted in the representational area and job classification in which he or she is being paid, the employee must apply for that position or revert to the lower classification and pay.

When the reclassification to a lower job classification is at the employee's request, the employee shall be placed at the step in the lower classification which is closest to the employee's current rate of pay.

ARTICLE XXIII

NEW AND REVISED CLASSIFICATIONS AND RATES

When a new job is placed in the Unit or when there is a revision of any existing classification, the Employer will establish a classification, a job description, including illustrative tasks and minimum qualifications, and a rate structure to apply. Upon the establishment of any such classification and rate structure or revision of a job description, the Employer shall notify the Union President in writing and will meet in a Special Conference, with the Job Description Committee (which shall consist of three (3) Union Representatives) if requested, to discuss the Employer's action.

The Employer agrees that the establishment of revised position descriptions shall not be used to disqualify incumbents from their current positions. When positions with incumbents are revised, the Employer agrees to provide training. The employer shall bear the cost of retraining and shall compensate the employee for time spent in training. Disputes shall be positioned at Step 4 of the grievance procedure.

ARTICLE XXIV

LEAVES OF ABSENCE

All employees who apply for and receive any leave of absence shall continue to accumulate their seniority. In the event the College finds it necessary to fill the positions made vacant by such leaves the College shall proceed through Article XX Temporary Transfers.

- A. **Personal Leave**--Employees who have completed their probationary period, provided they obtain advanced written permission from the Employer and can be spared from work, may be granted a leave of absence for personal reasons, with insurance benefits, without accumulation of sick or vacation days and without loss of seniority for a period of not to exceed twenty-two (22) regularly scheduled working days in any calendar year. A leave of absence will not be given for the purpose of enabling any employee to work for another employer or engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes therefore, shall be discharged. Upon return to work the employee shall return to the position held at the time the leave was granted. Such leaves shall not be unreasonably denied.
- B. **Parental Leave**--A parental leave of absence without pay or fringe benefits, shall be granted to an employee. Such leave shall commence upon termination of short- or long-term disability, or upon providing the Employer with proof of a newly adopted child under the age of two (2). An employee shall make request for the leave thirty (30) days in advance of the leave when possible. The parental leave of absence shall continue for no longer than nine (9) months following termination of pregnancy or submission of proof of a newly adopted child. Employees on a parental leave shall not accrue vacation or sick days.

Insurance premiums shall be paid for hospitalization, medical, dental, and life insurance for the duration of the short or long-term sick and accident leave. Such insurance premiums shall continue up to one (1) month following the termination of pregnancy if short- or long-term insurance is not in effect. Article XXX, Paid Sick Leave, shall be implemented to provide for paid sick leave and short-term disability. The College shall provide medical insurance only for up to three months following the month in which such a leave begins.

Not later than nine (9) months following termination of pregnancy or submission of proof of the newly adopted child, such employee may apply for reinstatement to active employment and shall be recalled to work in the job previously held at the time the leave was granted.

- C. **Military Leave**--The reinstatement rights of any employee who enters military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the Federal law granting such rights.

Any employee who enters into active service in the armed forces of the United States, upon termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In which event he/she will be offered such employment in line with his/her seniority that may be available and which he/she is capable of performing. He/she will be paid at the current rate of pay for such work. On voluntary enlistments, this section will apply for the first six (6) years of the employee's enlistment. He/she must report to work within ninety (90) days of the date of discharge.

A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, and upon satisfactorily completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus sixty (60) days or the length of the probationary period whichever is shorter.

A returning veteran who complies with the re-employment requirements will receive accrued vacation days from the first day of the fiscal year in which he/she returns.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of military emergency.

- D. **Leave for Union Business**--Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union to the Executive Director, Human Resources, receive leaves of absence without pay or fringe benefits for a period of up to one (1) year but may be renewed upon written request. Upon termination of said leave of absence, the employee shall be reinstated to an equivalent position with like status and pay.
- E. **Jury Duty**--Employees who are summoned to report 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 no more than his regularly scheduled 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. The Employer's obligation to pay an employee for jury duty is limited to the amount of time required to serve.

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.

Employees required to appear before the court under subpoena shall be treated as jury duty time for purposes of pay and fringe benefits.

Subpoena pay shall not be available when an employee is a party-at-interest in the legal matter, either as plaintiff or defendant. This shall not include matters where the employee is a defendant in a legal action arising out of performance of OCC job duties.

- F. **Special Leave Without Pay**--Employees may, upon request and with the approval of the Human Resources Department, be granted a special leave of absence without pay, during the Fall or Winter Semester break or during the Spring or Summer Semesters. Such leave shall be granted for a definite, specified period of time, not to exceed four (4) continuous months in any fiscal year.

Employees who do not return on the date specified shall be considered to have separated from the College. Returning employees shall resume the same position held at the start of the leave.

The fringe benefits of: (1) Life Insurance, (2) Hospitalization, (3) Major Medical, (4) Dental Care, (5) Sickness & Accident Insurance (6) Long-term Disability Insurance and (7) Vision Care shall be continued during the leave at the expense of the College. If the employee does not return to work, the employee shall be billed for the fringe benefits paid during the leave of absence.

Employees on such leave shall accumulate seniority. If the leave exceeds thirty (30) consecutive calendar days, the employee shall not accumulate sick or vacation days during the leave.

The employee granted a leave under this article will receive pro-rated holiday, vacation and sick pay according to the hours worked on such leave in addition to the other benefits listed above.

- G. **General and Family Leave**--Employees shall have the right to request a leave of absence without pay or fringe benefits for professional growth or for other good cause. Approval of such request shall not be unreasonably denied. Employees who request Family Leave due to illness or accident in the family which qualifies as a serious condition under the Family Leave Act shall be granted a leave of absence for up to twelve (12) weeks within any twelve (12) consecutive month period. Such leave shall be without pay for up to a total of twelve (12) weeks of absence. The employee shall retain all fringe benefits during the duration of the Family Leave, except that sick leave and vacation time shall not accrue.

Upon request, additional leave time for family illness or accident, will be granted without pay or fringe benefits.

If an employee has been on leave under this article for a period of more than two (2) years, Management and the Union will meet to determine the feasibility of filling the position in accordance with Article XXI, Vacancies/Postings.

ARTICLE XXV

OPERATIONS TRANSFER

When an operation transfers or divisions or fractions thereof are transferred, from one Representational area to another for a period of more than seven (7) regularly scheduled working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. The Employer agrees that in such a transfer there shall first be a discussion with the Union President or designee in order to provide for the protection of the seniority of the employee involved. When a transfer occurs in accordance with this section, the employee involved shall have at least five (5) regularly scheduled working days notice.

ARTICLE XXVI

STAFFING

A. Classified Employees:

1. The College will endeavor to maintain a minimum staffing level of 155 classified positions subject to the enrollment and financial condition of the College.
2. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted to any other firm, corporation, or outside individuals except when required for special collegiate events, scope or skill (as defined by job description) of present employees, or work involving large repairs which present employees are unable to do, and except as provided in Article XX, Temporary Transfers, and Article XXXIV, General, Paragraph M.
3. When any new or expanded College facilities are established and the work to be performed fits Article II, Recognition, and the job descriptions of the Classifications listed in Appendix D, the performance of all such work shall be performed by classified bargaining unit employees. The preceding does not prevent student helpers from supporting classified employees in these new areas.

When new classified vacancies are established by the College because of additional facilities, these positions shall be posted in accordance with Article XXI, Vacancies/Postings.

4. When new or expanded programs are established by the College, the additional classified work shall be assigned equitably among the classified bargaining unit employees as agreed to in paragraph 1 above within the representational area in accordance with the job descriptions of the classifications list in Appendix D.

B. Student Helpers:

Student helpers (including Assistants, Work-Study, and Co-op Interns) may continue to be used to assist classified employees subject to the following:

1. Students shall not fill classified positions nor replace classified employees in accordance with Articles XX, Temporary Transfers, and XXI, Vacancies/Postings.
2. Students shall not be used to deny over-time to regular classified employees.
3. Classified work as defined in the job description of the classifications listed in Appendix D, shall be assigned to classified employees. Student helpers may be used to assist with this work.

If at any time the number of student helpers is significantly increased, a Special Conference will be held at District Office to determine if the operating base should be increased. To keep record of the number of student helpers, the College will provide to the Union President, each semester, a list showing the number of student helpers by representational area.

ARTICLE XXVII

VACATIONS

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

Length of Service with College	Vacation
3 through 12 months	1 day per month to a maximum of nine (9) days per year. (No vacation may be taken or accumulated prior to completion of the probationary period.)
1 through 5 years	1 day per month, to a maximum of 12 days per year.
6 through 10 years	1-½ days per month, to a maximum of 18 days per year.
Over 10 years	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 of the following leaves of absence: Special Leave Without Pay, Parental Leave, Leave for Union Business, General and Family Leave.

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 deleted 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.

Should an employee believe that his/her vacation request was unreasonably denied, the employee may position his/her grievance at Step IV of the Grievance Procedure.

Part-time employees, see Appendix C.

ARTICLE XXVIII

HOLIDAYS

Holidays, Recognized and Observed: The following shall be recognized as paid holidays for full-time employment:

New Year's Eve, December 31
New Year's Day, January 1

Martin Luther King Day (Third Monday in January)
Memorial Day (last Monday in May)
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 holidays.

College agrees to add Martin Luther King holiday for January 17, 1994 as paid time off from 12 noon to 5:00 p.m., and for January 16, 1995 as a regular holiday for eligible full-time employees. In 1994, eligible part-time employee shall receive two (2) hours extra pay for the day; in 1995 it shall be paid to eligible part-time employees as are other holidays.

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.

An eligible employee shall receive, for each of the holidays listed for which he performs no work, holiday pay at his regular hourly rate for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours per day. Holiday pay shall not be paid to any eligible employee who fails to work the scheduled full day before and the next scheduled full work day following holidays, except in cases of illness of the employee, death in the employee's immediate family, or emergency closing. Immediate family shall include the employee's spouse, mother, father, son, daughter, brother, sister, grandparents, grandchildren and mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, and stepchild.

If a paid holiday occurs during a qualified employee's scheduled vacation, that holiday shall be coded as a holiday on the payroll report.

No holiday pay will be paid to an employee for any holiday which occurs after the date of his/her quit or discharge, or while he/she is absent due to disability (occupational or non-occupational) or while he/she is laid off.

In the event it is necessary for any employee to work on any of the holidays listed on the previous page, he/she shall receive his/her holiday pay and time and one-half for all hours worked.

Holiday Adjustment Method for Persons on Tuesday through Saturday Work Shift/Work Week:

If an observed holiday falls on a scheduled day off, the employee will be credited with a vacation day to replace the holiday. If the observation of a holiday would require the employee to work on a day all other bargaining unit personnel are off of work, the employee's workweek shall be shifted to a Monday through Friday workweek for that week only.

ARTICLE XXIX

PERSONAL LEAVE DAYS

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. New employees upon completion of probation may use only one and one-half (1-½) Personal Business Day in that fiscal year of employment. Effective July 1st of the next fiscal year, the employee shall be credited with three (3) days. See Appendix C for part-time personnel.

ARTICLE XXX

PAID SICK LEAVE

SICK LEAVE DAYS:

Effective 7-1-94, sick leave, awarded at the rate of one (1) day per month of work, up to a maximum of twelve (12) days per fiscal year, will be allowed without deduction of pay. 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. An accumulation of one hundred twenty (120) days sick leave may be made. No payment for unused time accrued will be made. An employee shall not accumulate vacation and sick leave days when s/he is drawing long-term disability compensation. Full-time probationary employees shall not be eligible for sick leave (accrual or use). 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. Part-time bargaining unit employees, see Appendix C.

Employees who terminate their employment or who are terminated shall be billed for sick leave days used but not earned prior to their termination.

Employees who are absent due to illness or injury not covered by Workers' Compensation may use accumulated sick days to satisfy the ten (10) working day waiting period for short-term disability. If the employee has accrued more than the ten (10) sick days, he/she may use all or a portion of the banked days prior to applying for short-term disability.

Any alleged abuse by an employee will be a proper subject for a Special Conference.

SHORT-TERM DISABILITY:

Should an employee's absence due to illness or injury not covered by Workers' Compensation extend beyond the fourteen (14) consecutive calendar day waiting period, the employee shall become eligible on the fifteenth (15th) calendar day for benefits under the Accident and Sickness Insurance Program of the existing carrier or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College. Eligibility and amount of benefit are outlined in Appendix B-4.

LONG-TERM DISABILITY:

When an employee has been on a long-term disability for two 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 fit for work, the following shall apply:

1. The employee's position shall be filled on a permanent basis by the classified employee temporarily holding the position provided he/she has been in the position for the duration of the absence. Otherwise, it shall be posted.
2. The remaining position(s) which was (were) filled by temporary transfer(s) due to this disability shall be posted in accordance with Article XXI, Vacancies/Postings.

If an employee, on LTD, is able to return to work after his/her position has been filled under this provision, he/she shall bid on a vacant position or replace a temporary employee for re-instatement. If there are no positions available, Article XIX, Employee Positioning, shall be invoked.

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 going on LTD.

Such an employee must bid on any vacancy in their prior classification.

Nothing in this provision shall reduce the rights or benefits of either the employee or the College under the LTD coverage in effect on June 30, 1985.

ARTICLE XXXI

BEREAVEMENT LEAVE

A full-time employee shall receive three (3) days leave of absence without loss of pay in the event of each death of a member of his/her immediate family. Immediate family shall be limited to the employee's spouse, mother, father, son, daughter, brother, sister, grandparents, spouse's grandparents, grandchildren and mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, or any other 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 three (3) days may be approved by the Executive Director, Human Resources or designee.

ARTICLE XXXII

SAFETY AND HEALTH

- A. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination conducted by a College appointed physician. The College will pay the cost of this examination. Such examination shall be recorded on a form provided by the Human Resources Department. Following employment, the employee shall thereafter be required, at the discretion of the Employer, to satisfactorily pass a physical examination conducted by a physician designated by the Employer. Employees may also be required to pass examinations for tuberculosis. The aforementioned examinations shall be at the expense of the Employer.
- B. Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves on College property or in vehicles owned by the Employer which might have been entrusted to them to effect a responsibility of employment. Employees shall be required to file such reports on forms made available by the Employer.
- C. Every employee shall observe all safety rules which are established by the Employer and shall use such safety devices or equipment as required by the Employer. Any infraction of any safety rule, or failure to use such safety devices or equipment, shall subject the employee to disciplinary action.

ARTICLE XXXIII

EMERGENCY CLOSING

An "Emergency Closing" as used in this Contract is defined as the cancellation of classes and/or the closing of the College or Campuses due to any of the following:

- a. Severe weather conditions which curtail use of automobiles or other forms of transportation which would cause the campus(es) and/or College to be isolated and closed.
- b. Non-availability of electricity, heating fuel, water, or mechanical failure which necessitates the closing of the campus(es) and/or College.
- c. Other natural disasters which necessitate the closing of the campus(es) and/or College.

The Administration shall determine when and where an "Emergency Closing" condition begins and ends. If such a College declared "Emergency Closing" condition exists, classified union employees of the College and/or Campus(es) will not report for their regular work shift but will be paid at their regular rate for the shift covered by the "Emergency Closing" condition. Selected employees may be requested by the College Administration to report to work while the "Emergency Closing" condition exists. Those employees who comply with the request will receive double time for hours worked during the "Emergency Closing" condition. Those employees who are unable to comply with the Administration's request, will be paid at their regular rate.

The College Administration will publicize the notice that an "Emergency Closing" condition exists on the following pre-determined radio and/or TV stations: radio station WJR and TV stations Channels 4 and 7. The parties agree that the College may redesignate radio and/or TV stations as appropriate following written notice to the Union.

ARTICLE XXXIV

GENERAL

- A. If during the life of this Agreement, any of the provisions herein are held to be invalid by operation of law, or by any tribunal of competent jurisdiction or its compliance with, or enforcement of, any provision be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.
- B. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.
- C. The parties recognize that this Agreement may be altered by addition, modifications or deletions only through the voluntary, mutual consent of the Employer and the Union by memorandums of agreement which have been ratified and signed by both parties thereby becoming an Amendment to this Agreement which is then final and binding on all employees covered by this Agreement and the Employer.

- D. The Employer shall make available covered bulletin boards for use by the Union in each Representational Area.
- E. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted to any other firm, corporation, or outside individuals except when required for special collegiate events, scope or skill (as defined by job description) of present employees, or work involving large repairs which present employees are unable to do, and except as provided in Article XX, Temporary Transfers, and Article XXXIV, General, Paragraph M.
- F. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Within thirty (30) days after the ratification of this agreement and after receipt of written authorization from the employee, the Human Resources Department shall forward all name and address changes to the Union Treasurer each January and July.

- G. Appended hereto, and made a part thereof as Appendices A through M are provisions with respect to wages, hours and working conditions.
- H. The College will provide a copy of this Agreement to all employees of the unit.
- I. The Employer agrees that the working conditions covered by this Agreement will be maintained pursuant hereto and that no employee shall suffer loss of benefits hereunder as a result of signing this Agreement. The terms of this Agreement shall be implemented with the knowledge that human beings are involved by both Management and Union.
- J. The College agrees to limit the number of permanent part-time positions to no more than 20% of the active full-time bargaining unit members. The Union agrees that the College may exceed (thirty) 30 hours per week for part-time employees during periods when additional work is needed, provided the employee is available to work the extra hours.
- K. Employees shall have access to their personnel files as provided by Michigan law.
- L. Employees receiving work assignments to attend OCC courses shall have the option of auditing the courses.

M. Grant-Funded and Temporary Positions

When a position is created that would appropriately be included in the classified bargaining unit as provided elsewhere in this Agreement and is funded, in whole or part, by grant funds, or is, in the College's determination, uncertain as to duration, the following shall apply:

1. Positions in Pay Levels II, III, IV, and V shall first be posted in accordance with Temporary Transfer or Vacancies/Postings. The posting shall indicate if the position is grant-funded, or of temporary duration.
2. If the position is at Level I, the College shall have the option of either:
 - a. posting it as provided in (1) above, or

- b. excluding it from the bargaining unit for up to eighteen (18) months. The Executive Director, Human Resources, or designee, shall notify the Union President and Chief Steward in writing of these positions which are excluded from the bargaining unit.

When any temporary position reaches the eighteen (18) month limit, it shall be posted in accordance with Vacancies/Postings or it shall be eliminated and the temporary employee terminated from that position. The time limit shall be measured from the day the position is first filled, whether part-time or full-time.

3. The College agrees that there shall be no more than ten (10) of these positions in existence at any one time during the term of this agreement. If circumstances dictate a need for more than ten (10) such positions, the College may request a special conference and the parties may mutually agree to increase this number.

N. Child Care:

If the College establishes any arrangements for the provision of child care for any other employees, the same arrangements and terms shall be made available to classified employees.

- O. For regular and late registration periods, if after offering available hours through the overtime provisions of this Agreement and utilizing the flexibility provision of this Agreement, the College has a need for additional personnel to staff registration functions, the College may, for up to ten (10) days and without posting, utilize non-bargaining unit persons to augment classified personnel. It is the College's intent to establish and maintain a pre-trained pool of such persons. Classified employees shall be allowed access to such pre-training. Classified personnel shall be expected, when assigned, to train and work with such persons.

P. Media Services:

When District Office projects require the use of Media Services personnel, the following procedure for staffing shall be utilized:

1. The College shall notify the Media Services Tech appointed by the Union. The Union shall notify the Human Resources Department of the name by October 1, 1991.
2. It shall be the responsibility of the Media Services Tech notified to arrange for experienced personnel as required by the Administration. If the Media Services Tech is unable to provide sufficient experienced personnel within the time lines identified, the Union shall have no right to file a grievance under Article XXVI-A, 2 and/or Article XXXIV-E.
3. The selection of required personnel shall be within the control of the Media Services Tech notified, subject to the approval of the College, and shall not be grievable by any member of the Union as to the selection of the personnel by the Media Services Tech.

ARTICLE XXXV

FLEXIBILITY

It is understood that if an employee, according to his/her supervisor, can be spared from his or her regular assignment, he or she may be assigned to another work area within his/her representational area to accomplish a specific task or a specific project, or cover another job assignment.

If the work is out-of-classification, the employee shall be compensated accordingly:

When a person works out-of-classification in higher pay level, he/she shall be paid, for time actually worked, at the lowest step of the higher pay level which is at least one dollar (\$1.00) higher than the person's own step.

Employees transferred, under this provision, to an area for which they are not qualified shall not be disciplined without just cause or without Union representation.

This article shall not be used to circumvent regularly scheduled overtime in accordance with Appendix A-1.

Registration Rates

Employees who operate a terminal to perform registration work shall be paid no less than the first step of Pay Level III for the time actually worked. Employees who operate a cash register to perform registration work shall be paid no less than the first step of Pay Level IV for the time actually worked.

ARTICLE XXXVI

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 XXXVII

TERMINATION

- A. This Agreement shall become in full force and effect of the 1st day of July, 1995, and shall remain in full force and effect until the 30th day of June, 1998.
- B. 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.
- C. At least ninety (90) days prior to the expiration of this Agreement, the Union and/or the Employer will, upon written notice to the appropriate party, meet to renegotiate the contract.

ARTICLE XXXVIII

POSITION REVIEW

The purpose of the following procedure is to provide an orderly and timely method of handling requests for position reviews.

Employees shall request a conference with their supervisor to discuss position re-classification. Following the conference, written request for a position review shall be made only in those instances where the employee and/or the supervisor believe that responsibilities contained in a particular position have undergone a significant change.

1. The Union's Position Review Committee will develop a review form and the criteria to be used in auditing the individual for approval by the Administration. The Administration may accept, modify, or reject the form and criteria, and may substitute its own form and/or criteria. Once the form and criteria have been accepted by the College, they shall be used for all reviews.
2. A Position Review Form (PRF) shall be submitted to the Executive Director of Human Resources or designee, by receipted mail, with a copy forwarded to the employee's supervisor and the Union's Job Description Committee Chairperson. Within ten (10) working days of receipt of the request, the supervisor must approve or disapprove the employee's request in writing to the employee and the Executive Director of Human Resources or designee. If no action is taken by the supervisor within the ten (10) working day period, the Human Resources Department will proceed with the review process.
3. Within ten (10) working days of receipt of the PRF, the Human Resources Department will send the employee, by receipted mail, a Position Evaluation Form (PEF) which is to be completed within thirty (30) working days of receipt. If the PEF is not returned to the Human Resources Department within the thirty (30) working days, the Position Review shall be considered withdrawn and no further requests for a review of that position will be honored for a period of one (1) year.
4. Within forty (40) working days of receipt of the PEF, a Human Resources Department representative will interview the employee and supervisor, evaluate the job and render a written decision to the employee with copies to the employee's supervisor and the Union's Job Description Committee Chairperson.
5. Should the decision be to reduce the classification, the incumbent would not be affected. Should the position become vacant and the College chooses to replace the position then, Article XXIII, New and Revised Classifications and Rates shall be applied.

If the decision of the Executive Director of Human Resources or designee, is to maintain employee's existing classification, the pay level will remain the same.

If the decision is to establish a new classification and/or new title, Article XXIII, New and Revised Classifications and Rates will be invoked.

If the decision of the Executive Director of Human Resources or designee, results in a change to a higher classification and pay level, the employee's new pay will be in effect the date in which the decision is made.

Whenever a position has been reviewed, the decision shall be final and binding and is not subject to the grievance procedure, nor shall any further request be considered for one (1) year.

ARTICLE - XXXIX

TUITION REIMBURSEMENT PROGRAM FOR CLASSIFIED STAFF

Effective July 1, 1995 the Board shall appropriate fifteen thousand (\$15,000) dollars each year in its operating budget to be used to pay Classified staff members' tuition for course work which satisfies all of the following conditions:

1. Course work or a program of study must be judged by the Tuition Reimbursement Committee to be pertinent to the needs of the College and/or duties of the employee. The course work or program of study must be taken at an accredited institution of higher education. The course work must provide the employee with additional areas of competence.
2. All course work applied for under these Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Chancellor's Council.
3. Tuition reimbursement is for tuition and fees but does not include reimbursement for books, or any other related expenses.
4. Classified staff members must provide their application to the Tuition Reimbursement Committee no later than April 15th for Summer and Fall semester classes and October 15th for Winter and Spring semester classes.
5. Classified staff members must provide to the Vice Chancellor for Curriculum and Professional Development a completed check request, an official grade report and receipt for tuition fees paid in order to receive any reimbursement under their plan of work. Such courses must have grade(s) of a 'B' or higher and the courses must be completed within the year for which the reimbursement was approved.
6. The maximum tuition and fees paid to any individual will be \$200.00 per credit hour up to 12 credits per year and no more than 6 credits per semester.
7. Continuing education courses will be reimbursed only if a grade is awarded.
8. Tuition and fee reimbursement money will be distributed in accordance with the previously approved request for tuition reimbursement (if all guidelines are met) provided the sum of all requests is less than \$15,000. Example: Four (4) employees are approved for tuition reimbursement in the following amounts:

Employee A	\$2,400
Employee B	\$1,800
Employee C	\$ 800
Employee D	\$2,000
Approved Tuition	
Reimbursement Total	\$7,000
Unused Balance	\$8,000

Each employee (A,B,C & D) will receive, in full, their requested tuition and fee reimbursement amounts (provided all requirements are met).

In those instances where the total approved tuition and fee reimbursement exceeds \$15,000, each employee will receive a prorated percentage of their approved tuition reimbursement. Example: Employees are approved for tuition reimbursement for a total of \$20,000.

Pro-ration Procedure:

Divide the allowable fund maximum (\$15,000) by the total approved tuition and fee reimbursement. In this case this will be \$15,000 max. divided by \$20,000 total equals 3/4 or 75%.

Each employee will receive 75% of their requested/approved amount.

9. Sixty percent of the money allocated will be awarded Summer and Fall semester and 40 percent of the money allocated will be awarded Winter and Spring semester. Any money that is not used during the Summer and Fall semesters will be carried over to the Winter and Spring semesters.
10. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.
11. Receipts and official grade reports with check requests must be submitted within 60 days of course completion. wherein possible, reimbursement will be made 30 days following submission of official transcripts and valid tuition receipts.

American Federation of State, County
and Municipal Employees, Council No. 25,
AFL-CIO

Oakland Community College



Ellen Keith
Chief Negotiator



Douglas H. Wakefield
Chairman, Board of Trustee



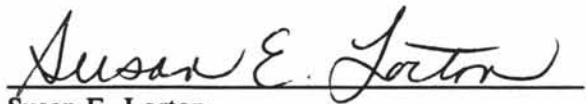
Rose Couture
President, Local 2042



Anthony D. Jarson
Interim Chancellor



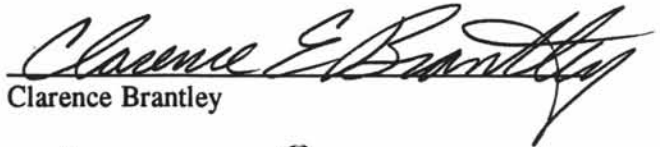
Janet Akehurst
Vice President



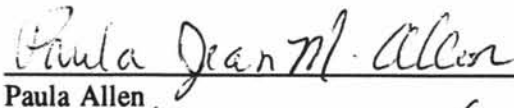
Susan E. Lorton
Chief Negotiator



Betty Weaver
Secretary/Treasurer



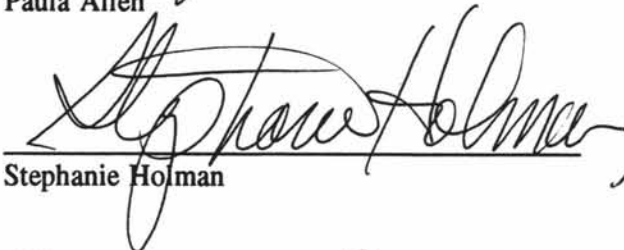
Clarence Brantley



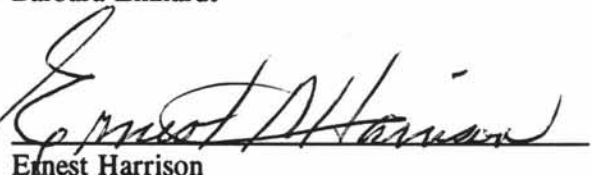
Paula Allen



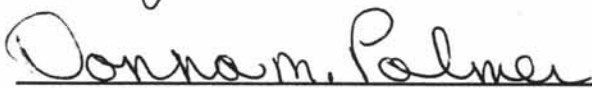
Barbara Einhardt



Stephanie Holman



Ernest Harrison



Donna Palmer



Larry Hojna



Jo Prescott



Michael Khirallah



Mary Ann McGee

APPENDIX A-1

WAGES AND HOURS

Work Week:

The regular work week of the employees will be forty (40) hours consisting of five (5) eight (8) hour days.

Overtime:

Time and one-half shall be paid for all time worked in excess of an eight (8) hour day or a forty (40) hour work week. Any unworked holiday hours for which holiday pay is received shall be considered as a day worked for the purposes of computing the number of hours which an employee has worked for that work week. All overtime shall be divided as equally as possible consistent with A and B below.

Overtime Distribution:

- A. If overtime (regular scheduled or occasional) is available, it shall first be offered to the employee holding that position.
- B. If the employee refuses, then the Employer shall divide overtime as equally as possible within his/her classification in the representational area and finally, if necessary, among all classifications in the representational areas.
 1. A written notice shall be sent before each semester to all classified employees in the representational area listing regular scheduled overtime opportunities available. Employees must return the overtime request form by the specified date to be considered. Failure to return the form by the specified date shall constitute refusal of overtime.
 2. Occasional overtime shall be offered to employees without posting.
- C. Overtime charged to employees shall be listed every semester and submitted to the representational area steward upon request.
- D. If an employee is called in to work after leaving at the end of his/her regular shift or called in before the regular shift, the employee shall be paid a minimum of two (2) hours overtime at the prevailing rates in addition to the regular day's pay.

Work Shift:

A. Shift:

The first shift shall begin on or after 6:00 a.m., but prior to 12:00 noon. The second shift shall begin on or after 12:00 noon, but prior to 6:00 p.m. The third shift shall begin on or after 6:00 p.m., but prior to 1:00 a.m.

B. Shift Explanations:

1. Employees will be guaranteed a regular established work shift. Any change in an employee's work shift must have a ten (10) day notice to the employee in advance of the change except for employees in the following classifications for which the required notice shall remain five (5) days:

Parts and Tool Crib Attendant
Media Services Assistant
Paraprofessional
Media Services Technician

Automotive Body/Vehicle Specialist
Automotive Servicing Garage Specialist
Food Service Technician

2. A regular work shift shall be defined as follows:
- a. The first shift, Monday through Friday.
 - b. The second shift, Monday through Thursday, but first shift Friday.
 - c. The second shift, Monday through Friday.
 - d. The third shift, Monday through Friday.
 - e. First shift 3 days per week, 2nd shift 2 days per week, or first shift 2 days per week, 2nd shift 3 days (applies only to the following personnel):

1. Library/IIC, Carrel Arcades Personnel
2. Media Services Personnel
3. Food Service Personnel
4. Paraprofessional Personnel
5. Laboratory Personnel
6. Automotive Personnel

Work shift and hours in (e) above shall be established for an entire semester or term. Number four (4) below shall not apply to (e).

The above procedure shall not be used to circumvent overtime nor be used as a disciplinary action.

- f. Other combinations as mutually agreed to by the employee, Union and the Employer.
 - g. Computer Operators and Production Control Specialist may have their shifts rotated, within classification or across the two classifications, for up to two weeks, up to twice in any calendar year for training purposes. A one-month written notice shall be supplied to the employees affected. The scheduling of such a rotation shall be mutually agreed to by management and the affected employees.
3. Newly created or vacated positions shall state on the posting what the regular work shift is for the job.
4. The Employer may change an employee's work hours without changing the employee's work shift.
5. If an employee's work shift is to be changed, the employee must receive a written notice from the supervisor five (5) working days prior to the effective date of the shift change.
6. Each employee shall receive pay per the work week as established.

Tuesday through Saturday workshift/workweek:

For positions permanently vacated or newly created after April 28, 1990, the College may utilize the additional shift options/work week which follow:

1. The first shift, Tuesday through Saturday.
2. The second shift Tuesday through Thursday and first shift Friday and Saturday.

3. The second shift Tuesday through Friday and first shift Saturday.

One of the above options is guaranteed for the entire semester.

Present employees on payroll as of the date of ratification of this Agreement shall not be required to work the Tuesday through Saturday work week unless they bid on a position posted as Tuesday through Saturday or voluntarily exercise their shift preference rights to obtain a Tuesday through Saturday shift. The College may not require them to work a Tuesday through Saturday shift option through any other means.

When necessary, any work arising in the employee's position on a Monday shall be offered through the overtime distribution procedure in Appendix A-1.

Student helpers are permitted to work on Saturdays at a one-to-one ratio, that is, one student helper per classified.

C. Shift Premium:

Those working the second shift are to be compensated at 3% above their classification pay and those working the third shift at 6% above their classification pay. Those working Saturday as part of their regular shift hours shall receive a 10% differential for all hours worked on Saturday.

Meal Periods:

All employees shall receive an unpaid one-half (½) hour meal period. The meal period shall be scheduled to begin no earlier than one hour before the middle of each shift and begin no later than one hour after the middle of each shift. Exceptions may be arranged by mutual agreement of an employee and his/her supervisor.

Rest Periods:

All employees shall receive a rest period twice a day; the first prior to the meal period and the second to be after the meal period.

Employees who worked beyond their eight (8) hour shift shall receive a rest period for each additional four (4) hours worked.

Part-time employees shall be entitled to a rest period for each four (4) hours worked per day except that employees who work seven (7) or more hours per day shall be entitled to two (2) rest periods.

The Union agrees to prevent abuses to these privileges.

Other:

No meal period may be forfeited by employees as a means to go home early, regularly.

PAY LEVEL STEP PLACEMENT

When a person works out-of-classification in higher pay level, he/she shall be paid, for time actually worked, at the lowest step of the higher pay level which is at least one dollar (\$1.00) higher than the person's own step.

When a person applies for and is awarded a job in a higher pay level, he/she shall be placed at the lowest step of the higher pay level which is at least one dollar (\$1.00) higher than the person's current step.

On occasion, classified staff may work temporarily in a position which is not included in the bargaining unit. As it is in the mutual interest of classified staff and the College to have a defined way of handling such situations, it is agreed that the following will apply:

1. In short-term situations, that is, where no posting is involved, classified staff willing to accept the assignment shall be treated as working out-of-classification. In these situations, classified staff shall be paid at the higher of either:
 - a. the minimum hourly rate paid by the College for the non-bargaining unit classification, or
 - b. \$1.00 per hour above the classified staff member's own hourly rate, for the time actually worked out-of-classification.
2. If a classified employee does not wish to work temporarily in a non-bargaining unit position, he/she shall not be subject to disciplinary action.
3. If the classified staff member obtains the position in response to a posting, then the College's normal salary determination procedure for the non-bargaining unit position will be used. The classified staff member will possess the same right as any applicant to accept or reject the position based upon the salary offer.
4. A classified staff member working temporarily as a supervisor shall not be required to discipline other classified staff.

LESS THAN TWELVE (12) MONTH EMPLOYMENT:

The employer shall have the right to identify and fill any newly created or vacated position to work less than twelve (12) months per year subject to the following conditions:

- A) No more than ten (10) such positions shall exist during the term of this Agreement.
- B) During the life of this Agreement, the Employer shall provide continuation of benefit coverage for a full twelve (12) months for individuals employed in less than twelve (12) month positions.
- C) Positions will be for consecutive months and not less than eight (8) months.
- D) Seniority shall be pro-rated for individuals (a separate list).
- E) Paid time off shall be pro-rated for individuals (vacation, etc.).
- F) When the College determines that a Less than 12 Month Position should become a 12 Month Position, the position shall be posted in accordance with Vacancies/Postings if there is no incumbent or if the incumbent has been in the position for less than two years equated. If the incumbent has been in the position for two or more years equated, the College shall offer the 12 Month Position to that incumbent before posting the position.
- G) In the case of RO/SF site positions and District Office site positions, a Special Conference shall be called.
- H) These positions shall be posted in accordance with Vacancies/Postings for permanent filling.
- I) Employees shall have the option of spreading their base pay over twelve (12) months.

APPENDIX A-2 (a)
BASE PAY HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 1995 THROUGH DECEMBER 31, 1995

PAY LEVEL	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
I	\$9.05	\$10.38	\$11.06	\$11.73	\$12.39	\$13.07	\$13.70
II	\$10.29	\$11.42	\$12.00	\$12.56	\$13.13	\$13.69	\$14.23
III	\$11.66	\$12.75	\$13.30	\$13.84	\$14.39	\$14.93	\$15.41
IV	\$12.43	\$13.77	\$14.28	\$14.80	\$15.31	\$15.82	\$16.49
V	\$12.68	\$14.18	\$15.07	\$15.96	\$16.85	\$17.74	\$18.23

APPENDIX A-2 (b)
BASE PAY HOURLY RATE SCHEDULE
EFFECTIVE JANUARY 1, 1996 THROUGH JUNE 30, 1996

PAY LEVEL	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
I	\$9.23	\$10.59	\$11.28	\$11.96	\$12.64	\$13.33	\$13.97
II	\$10.50	\$11.65	\$12.24	\$12.81	\$13.39	\$13.96	\$14.51
III	\$11.89	\$13.01	\$13.57	\$14.12	\$14.68	\$15.23	\$15.72
IV	\$12.68	\$14.05	\$14.57	\$15.10	\$15.62	\$16.14	\$16.82
V	\$12.93	\$14.46	\$15.37	\$16.28	\$17.19	\$18.09	\$18.59

**APPENDIX A-3
 BASE PAY HOURLY RATE SCHEDULE
 EFFECTIVE JULY 1, 1996 THROUGH JUNE 30, 1997**

PAY LEVEL	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
I	\$9.51	\$10.91	\$11.62	\$12.32	\$13.02	\$13.73	\$14.39
II	\$10.81	\$12.00	\$12.60	\$13.19	\$13.79	\$14.38	\$14.95
III	\$12.25	\$13.40	\$13.97	\$14.54	\$15.12	\$15.69	\$16.19
IV	\$13.06	\$14.47	\$15.00	\$15.55	\$16.08	\$16.62	\$17.33
V	\$13.32	\$14.90	\$15.83	\$16.77	\$17.70	\$18.64	\$19.15

**APPENDIX A-4
 BASE PAY HOURLY RATE SCHEDULE
 EFFECTIVE JULY 1, 1997 THROUGH JUNE 30, 1998**

PAY LEVEL	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
I	\$9.79	\$11.24	\$11.96	\$12.69	\$13.41	\$14.14	\$14.82
II	\$11.14	\$12.36	\$12.98	\$13.59	\$14.21	\$14.81	\$15.40
III	\$12.62	\$13.80	\$14.39	\$14.98	\$15.57	\$16.16	\$16.68
IV	\$13.45	\$14.90	\$15.45	\$16.02	\$16.57	\$17.12	\$17.85
V	\$13.72	\$15.34	\$16.30	\$17.27	\$18.23	\$19.19	\$19.72

**APPENDIX B
GROUP INSURANCE AND RETIREMENT BENEFITS**

This coverage becomes effective July 1, 1996. All core benefits are paid by the Employer. There shall be no reduction in the level of benefits and provisions from the 93-95 Master Agreement. Parties shall meet to review and approve the Flexible Compensation Booklet. The Group Insurance and Retirement coverage under Appendix B of the July 1, 1993 - June 30, 1995 contract will remain in effect through June 30, 1996.

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.

Part-time employees who transfer to full-time positions, and who have completed their probationary period, shall be eligible for these insurance benefits on the 1st day of the month following their full-time hire date.

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 Classified 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 Classified 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 Classified 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).

After a fourteen (14) day waiting period, employees who are disabled shall receive a weekly benefit for a period not to exceed thirteen (13) weeks.

Optional benefits will be provided under the Classified 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 on the 91st day, 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 Classified 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)			

6. **Optical Insurance** - A full-time 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 Classified 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	55.00	42/70/84	115.00	0.	0.
Opt I	45.00	60.00	45/75/85	125.00	24.00	0.
Opt II	45.00	25.00	21/30/40	75.00	0.	12.00
Opt III (Opt out)						24.00

7. **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.

8. **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 classified employees shall be eligible to participate voluntarily in this plan. The classified employees shall contribute the total premium for the coverage elected.

9. **Michigan Public School Employee’s Retirement Fund** - Paid by the Employer. Benefits as per enabling legislation.

10. **Social Security** - Paid by the Employer and Employee. Benefits as per enabling legislation.
11. **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. If the employee is unable to assume the duties of their former position, they shall be offered a position with the College they are capable of performing at the current rate of pay for that position.
12. **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.
13. **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.

Tuition Grants for part-time employees are limited to four (4) credit hours in the Fall and Winter Sessions and three (3) credit hours in the Spring and Summer Sessions. Tuition Grants for dependents of permanent part-time employees are limited to (4) credit hours per session, effective 9/01/96.

The cost of credit-by-exam shall be covered under the Trustee Tuition Grant program. Each credit hour of credit-by-exam which is paid shall reduce the number of credit hours available under the Tuition Grant Program.

15. **Library Privileges** - Eligible upon employment. Amount of benefit is the use of any of the Oakland Community College library facilities.
16. Permanent part-time employees shall have the option of purchasing medical insurance at the cost paid by the College.

APPENDIX C

DEFINITION OF TERMS

Full-Time:

A full-time employee shall mean a classified person hired to work forty (40) hours and who receives fringe benefits.

Part-Time:

A part-time employee shall mean a classified person hired to work thirty (30) hours or less each week. When additional work is needed, the College may schedule part-time employees for more than thirty (30) hours per week, provided the employee is available to work the extra hours. A permanent part-time employee who works an average of twenty (20) or more hours each week in a given month will receive holidays on a prorated basis.

Effective July 1, 1993 part-time employees shall be entitled to sick leave at a rate of one-half day per month of work, up to a maximum of six (6) days per fiscal year. Part-time employees shall receive four (4) hours personal business per fiscal year.

Effective 7-1-94, part-time employees shall be entitled to vacation time at a rate of four and one-half hours per month of work, up to a maximum of fifty-four (54) hours per fiscal year. As this is in lieu of sick and personal business time, the parties recognize that prior advance notice of vacation usage may not always be required. Part-time employees who accept a full-time position on a temporary basis, which is anticipated by the Employer to exceed three (3) months, shall earn sick leave and vacation at the rate of one (1) day per month respectively for so long as they are working full time. If the full-time vacancy is anticipated by the Employer to last for one (1) year or more, the part-time employee shall be eligible for all fringe benefits of full-time employees so long as they are working full time.

Temporary Employee:

A temporary employee shall be defined as a person employed to fill vacancies of regular employees who are absent due to illness, accident, vacations, leaves of absence, or to fill temporary jobs or vacancies.

Temporary employees will not be used until the provisions in Article XX "Temporary Transfer" have been satisfied. Temporary employees will be used only for the length and hours of the vacancy necessitating the employment of the temporary employee. Temporary employees will not be offered overtime unless the hours have been first offered to classified staff. The rate for temporary employees shall not exceed the starting rate of pay.

Supervisor:

A supervisor shall mean a College employee who has the authority to direct the work of employees and effectively recommend the hiring and firing of employees. Each employee shall be notified in writing of his/her immediate supervisor.

Mileage:

The College will reimburse employees at the rate established by Board policy for necessary mileage incurred with their personal cars while traveling on official business.

Working Day:

The term working day shall mean work days excluding Saturdays, Sundays, and Holidays. Saturday shall be considered a work day for employees on a Tuesday-Saturday workshift/workweek.

Student Helper:

A student employee shall mean a student of Oakland Community College who is registered as at least a half-time student six (6) credit hours each in Fall/Winter, three (3) each in Spring/Summer). This restriction may be waived by mutual consent between the parties. The Work-Study students shall be governed by Work-Study Programs.

Probationary Employee:

A probationary employee is a new employee as defined in Article XIII, Seniority.

A probationary employee is not covered by Article V, Union Security and is not eligible for Personal Leave, Article XXIV; Section A; Personal Leave Days, Article XXIX; Paid Sick Leave, Article XXX; Vacations, Article XXVII. A probationary employee shall be considered an external applicant under Temporary Transfer, Article XX, and Vacancies/Postings, Article XXI.

A probationary employee shall be eligible for insurance benefits as outlined in Appendix B.

Internal Applicant/Employee:

A current classified employee but excluding an employee on probation.

External Applicant/Employee:

A classified employee on probation and all other persons not in the classified bargaining unit.

Fiscal Year:

July 1 - June 30

APPENDIX D
PAY LEVELS AND CLASSIFICATIONS

Level I

Media Services Assistant
Parts and Tool Crib Attendant
Registrar's Office Assistant
Secretary I
Switchboard Operator

Level II

Bookstore Assistant I
Business Office Assistant
Campus Records Specialist
Data Processing Assistant
Library Technician I
Secretary II*
Duplicating/Bindery Specialist
Word Processing Center Specialist

Level III

Accounting Assistant
Bookstore Assistant II
Financial Aid Assistant
Payroll Assistant I
Registrar's Office Specialist/Admissions-Evaluations
Registration Specialist

Level IV

Accounting Specialist
Administrative Specialist
Assistant Buyer
Media Services Technician
Automotive Body/Vehicle Specialist
Business Office Specialist
Computer Operator
Financial Aid Specialist
Food Service Tech./Cashier, Bookkeeper
Library Technician II
Paraprofessional
Payroll Assistant II
Production Control Specialist
Registrar's Office Specialist/Registration - Records - Catalog
Typesetter

Level V

Graphic Artist

*As these positions become vacant, they may be replaced with Secretary I (Level I).

APPENDIX E

JOB DESCRIPTIONS & MOVEMENT FROM CLASS I TO II

During prior negotiations, there have been extensive discussions regarding job classifications, classification description format, and classification description content.

It is agreed that:

1. Job Description Format shall be as follows:
 - a. Job Classification Title
 - b. Goal-Based General Description Statement
 - c. Illustrative Tasks
 - d. Minimum Qualifications
2. A Bookstore Assistant I shall automatically be promoted to a Bookstore Assistant II (Level III) after having been a Bookstore Assistant I for two years and having successfully completed ACC 251, MKT 102, BUS 101, MAT 101, PSY 263, and ENG 151 plus either:
 1. NACS certificate, or
 2. BUS 253 and MKT 252.
3. A Library Technician I shall automatically be promoted to Library Technician II upon meeting the Minimum Qualifications for Library Technician II (except LIB 240) and after working 4,200 hours as a Library Technician I.
4. A Payroll Assistant I shall automatically be promoted to Payroll Assistant II upon meeting the Minimum Qualifications for Payroll Assistant II and after working 4,200 hours as a Payroll Assistant I.

APPENDIX F

MINIMUM QUALIFICATIONS

During negotiations, there have been extensive discussions regarding minimum qualifications.

It is agreed that:

1. Any person placed by this agreement into a job classification shall not be subject to requalification for the same job classification, except for a Paraprofessional bidding to work in a new discipline.
2. Any person applying for a new job classification shall be subject to the new qualification standards except that previously recognized typing speeds, previously recognized dictation speeds, and previous passing of the word processing test or passing of the course BIS 107, or its equivalent, with a C- grade or better shall be honored. Typing and dictation speeds established by passing appropriate OCC courses and passing of BIS 107, or its equivalent, shall be accepted in place of testing for up to five (5) years after completion of the course. After five (5) years, candidates must take the appropriate skills test.
3. The Clerical Skills Battery, where specified in the Minimum Qualifications, shall not be required of persons who are employed in bargaining unit positions on the date of ratification.
4. The same minimum qualifications shall be required of outside hires as are required of bargaining unit members, except as provided in (3) above for the Clerical Skills Battery. When the College uses the services of temporary help agencies to fill temporary positions, the College shall obtain the same evidence required of classified bidders that such individuals meet the same minimum qualifications as were included in the posting of the position for bargaining unit members. The Union shall be notified of each individual used from temporary help agencies and be permitted to review the evidence obtained by the College. The language of this paragraph shall not apply to non-bargaining unit temporaries hired for a period not to exceed sixty (60) working days.
5. In interpreting Minimum Qualifications:
 - a. Except as specifically provided elsewhere, whenever a particular OCC course or degree is specified, an equivalent course or degree may be substituted. In the case of courses or degrees from other institutions, the Registrar shall determine equivalency. In the case of other OCC courses or degrees, any substitutions provided in the catalog or mutually agreed to by the College and the Union shall be honored.
 - b. Wherever full-time experience is required, a sufficient amount of continuous part-time experience may be substituted.
6. When qualified applicants cannot be found, minimum qualifications can be waived upon mutual agreement between the Executive Director, Human Resources (or designee) and Union President (or designee). In such an instance, the position must be re-posted with the revised qualifications. Such waiver shall not establish a precedent.
7. The parties agree to add a valid Michigan driver's license as a minimum qualification for Media Services Assistant and Technician, Paraprofessional, Automotive Body/Vehicle Specialist, and Graphic Artist. Employees who currently hold such classifications but do not possess a valid Michigan driver's license shall be exempt from such requirement for the classifications they now hold. The Union shall provide the employer with a listing of such exempted employees no later than two (2) months after the date of ratification of this agreement.

This addition to the job descriptions is necessary for purposes of insurance and MIOSHA proposed regulations.

Pay Level I

<u>Classification Title</u>	<u>Minimum Qualifications</u>
Secretary I Registrar's Office Assistant) High School graduation or equivalent) Successful completion of Clerical Skills Battery Type 50 wpm
Switchboard Operator	Successful completion of Clerical Skills Battery High School graduation or equivalent Ability to learn to operate a switchboard accurately and rapidly
Media Services Assistant	High School Graduation or equivalent Successful completion of Clerical Skills Battery AVM 101, or Six months full-time, paid, documented work experience in the operation of audio-visual equipment A valid Michigan driver's license
Parts and Tool Crib Attendant	High School graduation or equivalent Successful completion of Clerical Skills Battery High School course work in automotive technology, or Six months full-time, paid, documented work experience in automotive or truck repair, or retail automotive parts

Pay Level II

<u>Classification Title</u>	<u>Minimum Qualifications</u>
Word Processing Center Specialist	High School graduation or equivalent Successful completion of Clerical Skills Battery Type 60 wpm Successful completion of Word Processing test, or Completion of BIS 107 with a grade of C- or better within five years of date of application. One year of full-time, paid, documented clerical work experience
Data Processing Assistant	High School graduation or equivalent Successful completion of Clerical Skills Battery Type 60 wpm One year of full-time, paid, documented experience in a clerical position or data processing installation Completion of twelve credit hours which are major requirements from a CIS degree program
Secretary II	High School graduation or equivalent Successful completion of Clerical Skills Battery Type 60 wpm Successful completion of machine transcription (OPAC Unit 4 or equivalent) test administered at OR BIS LAB One year of full-time, paid, documented clerical work experience

Pay Level II (continued)

Library Technician I		High School graduation or equivalent Successful completion of Clerical Skills Battery Type 50 wpm One year of full-time, paid, documented work experience in a clerical position Successful completion of any two of AVM 101, AVM 202, LIB 200, or LIB 210
Bookstore Assistant I		High School graduation or equivalent Successful completion of Clerical Skills Battery Type with accuracy Two years of full-time, paid, documented experience in a bookstore or bookstore related retail operation Completion of CIS 105
Business Office Assistant Campus Records Specialist))	High School graduation or equivalent Successful completion of Clerical Skills Battery Type 60 wpm Two years of full-time, paid, documented clerical work experience
Duplicating Bindery Specialist		High School graduation or equivalent Two years experience as a reproduction machine operator

Pay Level III

Classification Title

Minimum Qualifications

Accounting Assistant Payroll Assistant I))	Successful completion of Clerical Skills Battery Ability to type accurately Successful completion of all major requirements for an Associate Degree in Accounting Two years full-time, paid, documented clerical work experience
Financial Aid Assistant		Successful completion of Clerical Skills Battery Type 50 wpm Successful completion of CIS 105, ENG 151, MAT 101, PSY 263, SPE 161 Two years full-time, paid, documented clerical work experience
Registration Specialist		Successful completion of Clerical Skills Battery Type 60 wpm Successful completion of CIS 105, SPE 161, MAT 101, ENG 151, and PSY 151 Two years full-time, paid, documented clerical work experience

Pay Level III (continued)

Bookstore Assistant II

High School graduation or equivalent
Successful completion of Clerical Skills Battery
Type with accuracy
Two years of full-time, paid, documented experience in a bookstore or bookstore related retail operation
Completion of ACC 251, MKT 102, BUS 101, MAT 101, PSY 263 and ENG 151, plus either:

1. NACS certificate, or
2. BUS 253 and MKT 252

Registrar's Office Specialist/
Admissions-Evaluations

Successful completion of the Clerical Skills Battery
Ability to type accurately
Two years full-time, paid, documented work experience
Six semester hours in English composition
Eight semester hours in Natural Sciences
Eight semester hours in Social Sciences
Eight semester hours in Humanities

NOTE: Specific courses which could satisfy the above are those which satisfy general education requirements appearing on p. 37-38 of the 93-94 catalog.

Pay Level IV

Classification Title

Minimum Qualifications

Paraprofessional

An earned Associate Degree in the discipline which the position supports
No substitutions permitted
Successful completion of the Clerical Skills Battery
See Letter of Understanding for IIC
A valid Michigan driver's license

Library Technician II

An earned Associate Degree in Library Technical Assistance
No experience substitution permitted
Successful completion of Clerical Skills Battery
A Library Technician I shall automatically be promoted to Library Technician II upon meeting the minimum qualifications for Library Technician II (except LIB 240.3 and LIB 241.4) and after working 4,200 hours as a Library Technician I

Accounting Specialist
Financial Aid Specialist

-) An earned Associate Degree in Accounting
-) No substitutions permitted
-) Successful completion of Clerical Skills Battery
-) Ability to type accurately

Pay Level IV (continued)

Payroll Assistant II	An earned Associate Degree in Accounting Successful completion of Clerical Skills Battery Ability to type accurately A Payroll Assistant I shall automatically be promoted to Payroll Assistant II upon meeting the minimum qualifications for Payroll Assistant II and after working 4,200 hours as a Payroll Assistant I
Administrative Specialist	An earned Associate Degree in BIS No substitutions permitted Successful completion of Clerical Skills Battery Type 60 wpm Successful completion of machine transcription (OPAC Unit 4 or equivalent) test administered at OR BIS LAB
Business Office Specialist	An earned Associate Degree in BIS or Accounting. At least 8 of the credit hours must be major requirements of Accounting. Also, must have completed MAT 101. No substitutions permitted Successful completion of Clerical Skills Battery Type 60 wpm Successful completion of machine transcription (OPAC Unit 4 or equivalent) test administered at OR BIS LAB
Media Services Technician	An earned Associate Degree in Audio-Visual Technology (Audio-Visual Option) Successful completion of Clerical Skills Battery A valid Michigan driver's license
Computer Operator	An earned Associate Degree in CIS No substitutions permitted Successful completion of Clerical Skills Battery Ability to type accurately
Automotive Body/ Vehicle Specialist	High School graduation or equivalent Two years of technical training in the automotive body repair area A minimum of two years work experience in the automotive body repair area A valid Michigan driver's license
Food Service Technician/ Cashier/Bookkeeper	An earned Associate Degree in Food Service/Hospitality (Food Service Management or Hotel/Motel Management Options) - no substitutions permitted Successful completion of Clerical Skills Battery

Pay Level IV (continued)

Registrar's Office Specialist/
Registration - Records - Catalog

An earned Associate Degree in BIS or CIS
No substitutions permitted
Successful completion of Clerical Skills Battery
Type 60 wpm

Assistant Buyer

An earned Associate Degree in Business Administration
No substitutions permitted
Successful completion of Clerical Skills Battery
Type 60 wpm

Typesetter

High School graduation or equivalent
Successful completion of Clerical Skills Battery
Type 60 wpm
An earned Associate Degree in Production Publication
Technology, Word Processing, BIS or CIS

Production Control Specialist

An earned Associate Degree in CIS No substitutions
permitted
Successful completion of Clerical Skills Battery
Ability to type accurately
Must be proficient with IBM Job Control Language
(JCL) or currently used equivalent within first thirty (30)
days on the job

Pay Level V

Classification Title

Minimum Qualifications

Graphic Artist

An earned Associate Degree in Graphics & Commercial
Art
A related degree may be substituted upon mutual
agreement between the College and Union
Two years full-time, paid, documented experience in the
design and production of print and visual media and
displays
A valid Michigan driver's license

APPENDIX F-1

Letter of Understanding

MINIMUM QUALIFICATIONS ANALYSIS

The College and Union agree to analyze and evaluate the minimum qualifications for all classifications contained in Appendix F. This study will analyze the appropriateness and relevance of the minimum qualifications and possible alternatives for existing minimum qualifications.

FOR THE COLLEGE

FOR THE UNION

Susan E. Lorton

Susan E. Lorton

Rose Couture

Rose Couture

Date 12-4-95

Date 12-4-95

APPENDIX G

Letter of Understanding

CLASSIFIED TRAINING PROJECT TASK FORCE

The College and Union agree to form a joint committee called the Classified Training Project Task Force.

Membership on this task force shall consist of six members as appointed by the Union President and six members appointed by the Executive Director of Human Resources.

This task force shall recommend training programs for classified employees which shall include, but not be limited to:

1. initial training for entry level positions
2. Training using current technology
3. Cross training and other classified bargaining unit classifications

FOR THE COLLEGE

FOR THE UNION



Susan E. Lorton



Rose Couture

Date 12-4-95

Date 12-4-95

APPENDIX H

Letter of Understanding

IIC PARAPROFESSIONAL

During the negotiations for the 1993-1995 contract, the parties agreed that the acceptable degrees for IIC Paraprofessionals will be:

Associates in Liberal Arts or Science or General Studies: The General Studies Associates' Degree must include ENG 151, 152, and either 8 credit hours of Science or 4 credits in Science and 4 credits in Math.

FOR THE COLLEGE

Susan E. Lorton

Susan E. Lorton

Date

12-4-95

FOR THE UNION

Rose Couture

Rose Couture

Date

12-4-95

APPENDIX I

Letter of Understanding

TUTORS

This agreement shall apply only to tutors working in labs in academic disciplines.

- A. At the beginning of each semester, the appropriate dean shall schedule a meeting with the appropriate faculty and appropriate paraprofessional(s) to determine the needs for tutors. At this meeting, both the faculty and paraprofessional(s) shall have input; however, the Dean shall make the final determination as to numbers and hours of tutors. Whenever possible, paraprofessional(s) shall be involved in the selection of Tutors.
- B. A tutor shall not be used to circumvent overtime nor replace Classified employees. Tutors may tutor in the absence of paraprofessionals; however, tutors shall not be rescheduled to cover absences of the paraprofessional. When a paraprofessional(s) is on duty, s/he will oversee the activities and hours of tutors. It is not intended that the paraprofessional(s) "supervise" tutors, but rather that they act in a coordination role in order to best serve the needs of students.
- C. Tutors shall be paid in accordance with Board policy, but the rate will not exceed the minimum starting rate in effect for paraprofessionals less \$1.00. A tutor may work a maximum of 20 hours per week on average. This provision may be waived by the campus administration and local steward in exceptional circumstances.
- D. The Employer will provide a list of tutors each semester to the Chief Steward. It shall contain, in Representational Area, the tutor's name, pay rate, social security number, the lab assigned to, and hours worked for the semester. This list shall be printed once the last pay of the semester has been made. The Union may refer the matter to a Special Conference if the number of tutors has increased to the point the Union believes presents an erosion or restriction of bargaining unit work and positions.
- E. Use of tutors shall not limit staff development opportunities for Classified personnel.

FOR THE COLLEGE

FOR THE UNION



Susan E. Lorton



Rose Couture

Date 12-4-95

Date 12-4-95

APPENDIX J

Letter of Understanding

FLEXIBLE WORK WEEK

When it is agreed upon between the appropriate Administrator, the Union Steward, and the Employee affected, an employee shall be able to work their forty hour week differently than five days consisting of eight hours each.

The employee is required to work forty hours per week and shall not receive overtime pay unless his/her work hours exceed forty in one week. An employee shall not work more than twelve hours in one day.

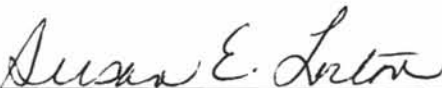
For the purposes of computing absences, vacation, sick, personal business time or other paid time off, actual hours of absence shall be reported on the employee's Payroll Report. If this Letter conflicts with other contract language because of unforeseen causes, the Human Resources Representative and the Union's Executive Board shall have the authority to mutually agree to establish the language to correct this Letter of Understanding.

The parties further agree to the following.

1. Denial of requests for this Flexible Work Week for any reason shall not be a subject for the grievance procedure.
2. Because the implementation of this Flexible Work Week will require more cooperation among all members of departments, there shall be no claims of out-of-classification pay as a result of this increased interdependence; however, out-of-classification pay shall continue to be paid per current contract language.

FOR THE COLLEGE

FOR THE UNION



Susan E. Lorton



Rose Couture

Date 12-4-95

Date 12-4-95

APPENDIX J (continued)

ATTACHMENT I

FLEXIBLE WORK WEEK SCHEDULE

In accordance with the Flexible Work Week Letter of Understanding, it is agreed that said employee shall be on the following work schedule:

For the Period: _____

The forty hour work week is as follows and with the following conditions:

- the overtime rate will be paid only for hours worked in excess of 40 per week
- the employee shall not work more than twelve hours in one day

Monday	From _____ a.m.	To _____ p.m.
Tuesday	From _____ a.m.	To _____ p.m.
Wednesday	From _____ a.m.	To _____ p.m.
Thursday	From _____ a.m.	To _____ p.m.
Friday	From _____ a.m.	To _____ p.m.

Employee's Signature

Classification & Department

Administrator's Signature

Title

Steward's Signature

Date _____

One copy for each signer

**APPENDIX K
Letter of Understanding
1995 WINTER CLOSE DOWN**

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and Local 2042 of the American Federation of State and County Municipal Employees (hereinafter referred to as AFSCME, Local 2042),

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter close down from Monday, December 25, 1995 through Tuesday, January 2, 1996.
- 2) The winter close down shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Monday	December 25	Christmas Eve/Holiday
Tuesday	December 26	Christmas Day/Holiday
Wednesday	December 27	Work Day
Thursday	December 28	Work Day
Friday	December 29	Work Day
Saturday	December 30	Saturday
Sunday	December 31	Sunday
Monday	January 1	New Years Eve/Holiday
Tuesday	January 2	New Years Day/Holiday
Wednesday	January 3	Return to Work

- 3) For full-time employees, three (3) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one the options listed below:
 - A) 2 days Vacation, plus 1 day of paid time from the College
 - B) 2 days Personal Business, plus 1 day of paid time from the College
 - C) If any employee does not have the necessary two days in their leave bank, the two days will be taken from the following year's (July 1) bank of Vacation/Personal Business days
 - D) Any combination of A, B, and C
 - E) All 3 days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay
- 4) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
 - A) Up to 4 hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay
 - B) All 3 days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay

APPENDIX K (continued)
Letter of Understanding
1995 WINTER CLOSE DOWN

- 5) 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, 1995. Any employee who is scheduled to work on December 27, 28 or 29, 1995 will be paid straight time for actual hours worked. Any employee called into work between December 24, 1995 and January 2, 1996 will be paid at time and one-half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked (either scheduled or call-in) during the winter close down. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

On behalf of:

OCC BOARD OF TRUSTEES

AFSCME, LOCAL 2042



Susan E. Lorton
Director of Employee Relations

Date: 12-4-95



Rose Couture
President, AFSCME Local 2042

Date: 12-4-95



Anthony D. Jarson
Interim Chancellor

Date: 12-4-95

APPENDIX L
Letter of Understanding
1996 WINTER CLOSE DOWN

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and Local 2042 of the American Federation of State and County Municipal Employees (hereinafter referred to as AFSCME, Local 2042),

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter close down from Tuesday, December 24, 1996 through Wednesday, January 1, 1997.
- 2) The winter close down shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Tuesday	December 24	Christmas Eve/Holiday
Wednesday	December 25	Christmas Day/Holiday
Thursday	December 26	Work Day
Friday	December 27	Work Day
Saturday	December 28	Saturday
Sunday	December 29	Sunday
Monday	December 30	Work Day
Tuesday	December 31	New Years Eve/Holiday
Wednesday	January 1	New Years Day/Holiday
Thursday	January 2	Return to Work

- 3) For full-time employees, three (3) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one the options listed below:
 - A) 2 days Vacation, plus 1 day of paid time from the College
 - B) 2 days Personal Business, plus 1 day of paid time from the College
 - C) If any employee does not have the necessary two days in their leave bank, the two days will be taken from the following year's (July 1) bank of Vacation/Personal Business days
 - D) Any combination of A, B, and C
 - E) All 3 days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay
- 4) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
 - A) Up to 4 hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay

APPENDIX L (continued)
Letter of Understanding
1996 WINTER CLOSE DOWN

- B) All 3 days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay
- 5) 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, 1996. Any employee who is scheduled to work on December 26, 27, or 30, 1996 will be paid straight time for actual hours worked. Any employee called into work between December 23, 1996 and January 2, 1997 will be paid at time and one-half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked (either scheduled or call-in) during the winter close down. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

On behalf of:

OCC BOARD OF TRUSTEES

AFSCME, LOCAL 2042



Susan E. Lorton
Director of Employee Relations

Date: 12-4-95



Rose Couture
President, AFSCME Local 2042

Date: 12-4-95



Anthony D. Jarson
Interim Chancellor

Date: 12-4-95

APPENDIX M
Letter of Understanding
1997 WINTER CLOSE DOWN

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and Local 2042 of the American Federation of State and County Municipal Employees (hereinafter referred to as AFSCME, Local 2042),

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter close down from Wednesday, December 24, 1997 through Sunday, January 4, 1998.
- 2) The winter close down shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Wednesday	December 24	Christmas Eve/Holiday
Thursday	December 25	Christmas Day/Holiday
Friday	December 26	Work Day
Saturday	December 27	Saturday
Sunday	December 28	Sunday
Monday	December 29	Work Day
Tuesday	December 30	Work Day
Wednesday	December 31	New Years Eve/Holiday
Thursday	January 1	New Years Day/Holiday
Friday	January 2	Work Day
Saturday	January 3	Saturday
Sunday	January 4	Sunday
Monday	January 5	Return to Work

- 3) For full-time employees, four (4) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one the options listed below:
 - A) 2 days Vacation, plus 2 days of paid time from the College
 - B) 2 days Personal Business, plus 2 days of paid time from the College
 - C) If any employee does not have the necessary two days in their leave bank, the two days will be taken from the following year's (July 1) bank of Vacation/Personal Business days
 - D) Any combination of A, B, and C
 - E) All 4 days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay
- 4) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
 - A) Up to 4 hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay

APPENDIX M (continued)
Letter of Understanding
1997 WINTER CLOSE DOWN

- B) All 4 days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay
- 5) 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, 1997. Any employee who is scheduled to work on December 26, 29, 30, 1997 or January 2, 1998 will be paid straight time for actual hours worked. Any employee called into work between December 25, 1997 and January 5, 1998 will be paid at time and one-half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked (either scheduled or call-in) during the winter close down. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

On behalf of:

OCC BOARD OF TRUSTEES

AFSCME, LOCAL 2042



Susan E. Lorton
Director of Employee Relations

Date: 12-4-95



Rose Couture
President, AFSCME Local 2042

Date: 12-4-95



Anthony D. Jarson
Interim Chancellor

Date: 12-4-95

APPENDIX N

Letter of Understanding

LAYOFF AND RECALL

During and prior to these negotiations, the parties thoroughly discussed Articles XVII and XVIII. As a result of these discussions, the parties have agreed to the following items:

- A. In the event of a layoff, the College shall notify the Union and it will be subject first to a Special Conference.
- B. The Employer and Union shall be governed by the following layoff procedures:
 - 1. The Employer and Union will cooperatively assist laid-off employees in obtaining information regarding resources available, e.g., MESC. The parties agree that any disputes about the process shall not hamper or interfere with such cooperative efforts.
 - 2. The issue of student workers continuing employment during a layoff shall be decided by an arbitrator from the arbitration panel on record.
 - 3. In exercising "bumping rights," no employee can attain a higher classification or pay level than s/he held at the time of the layoff notice.
 - 4. If a position becomes available after the initial layoff list has been identified, but before layoffs actually occur, it shall first be offered to employees on the list who hold that Pay Level. If the position is not filled, it shall then be posted in accordance with the contract.
 - 5. The initial list shall consist of the positions to be eliminated by the College, and that those individuals holding the identified positions shall have the opportunity to exercise bumping rights and shall receive notice of the time/date/place to do so. The Employer will provide the Union President with the number of full-time and part-time employees to be laid off via seniority lists.
 - 6. Part-time employees shall have equated seniority, but they may not bump a full-time position.
 - 7. The Union President, Chief Steward and Vice-President shall have "superseniority" for purposes of layoff and cannot be "bumped" by anyone while they hold office. In the event of the elimination of a position held by one of these officers, s/he will be considered as having the highest seniority in any Classification into which s/he can exercise bumping.
 - 8. The Union President will be given a copy of the list of positions being eliminated and affected individuals. This list shall be given to the Union President on the same day but prior to notice to the affected individuals. If time permits, the Union's Executive Board will be invited to a meeting to review this layoff list.

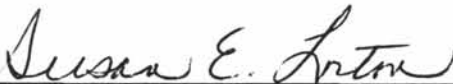
9. Notices to individual employees will be in writing and will be hand-delivered by supervisors. If an individual is not available or refuses to acknowledge receipt of the notice, it will be mailed regular and certified mail to the individual's home address on file in the Human Resources Department and this shall constitute official notice as of the date of mailing. Each notice letter will include the time, date and place of a meeting at which an individual can exercise bumping rights.
10. If an affected individual is unable to be present at a bumping meeting, s/he may authorize a member of the Executive Board to exercise his/her bumping rights. Authorizations must be in writing with a copy for the Union and for the Employer. Individuals must be present at the scheduled bumping meeting, either in person or by proxy; failure to attend shall constitute a waiver of all bumping rights.
11. Individuals who are on short-term, long-term disability leave, or worker's compensation leave, or military leave shall, if necessary, exercise their bumping rights upon their return to work.
12. Individuals on special leave without pay, personal leave of absence, general leave or parental leave beyond three (3) months who wish to exercise bumping rights must end their leave and return to work to do so.
13. Individuals on family leave (as defined by the FMLA), or on a jury duty leave, may exercise bumping rights while on leave and shall be returned to the position into which they have bumped at the conclusion of the approved leave.
14. Individuals may choose not to exercise bumping rights and accept a layoff. The Employer agrees it will not contest unemployment compensation benefits in such cases.
15. Individuals who exercise bumping rights shall do so in the following order of priority:
 1. Bump in same Classification, the least senior employee at Representational Area, if not possible choose a or b:
 - a. Bump in same Classification, the least senior employee college-wide.
 - b. Bump in same Pay Level at Representational Area, the least senior employee in any given Classification.
 2. If Step 1 and a or b are not possible, bump in the same Pay Level college-wide, the least senior in any given Classification, if not possible choose c or d:
 - c. Bump in lower Classification at Representational Area, the least senior in any given Classification.
 - d. Bump in lower Classification college-wide, the least senior in any given Classification.

For purposes of this section only, whenever the Classification being bumped into is a Paraprofessional, "the least senior employee" shall mean the least senior for which the person bumping has the ability to perform. For example, if a Level IV person who has the ability to

perform for an IIC Paraprofessional is being displaced, s/he may bump the least senior IIC Paraprofessional, even though the least senior Paraprofessional is in Physics. In the event an individual has the ability to perform in more than one discipline supported by Paraprofessionals, s/he must bump the least senior among those disciplines in the order listed above.

16. A full-time employee who has exhausted the provisions of paragraph 15 may choose to bump a part-time employee. the same order of priority of bumping rights specified in paragraph 15 shall apply. A full-time employee who bumps into a part-time position will lose full-time benefits and will accrue seniority on a pro-rata basis.
17. A full-time employee who has sufficient seniority and the "ability to perform" may bump into two part-time positions utilizing the required order of priority, and provided the part-time positions do not have overlapping hours. In such cases, the employee shall retain full-time benefits and shall continue to accrue seniority on a full-time basis.
18. Individuals shall have the "ability to perform" for bumping purposes whenever they possess either of the following:
 - a. the required Minimum Qualifications indicated in the contract.
 - b. have held the Classification for at least 12 consecutive months on a full-time basis.
19. Employees who voluntarily elect to be laid off shall be subject to Recall under the same terms and conditions as employees who are involuntarily laid off.
20. Any disputes arising from this Letter of Agreement shall be positioned at Step 4 of the Grievance Procedure.


FOR THE COLLEGE



Susan E. Lorton

Date: 12-4-95

FOR THE UNION



Rose Couture

Date: 12-4-95

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