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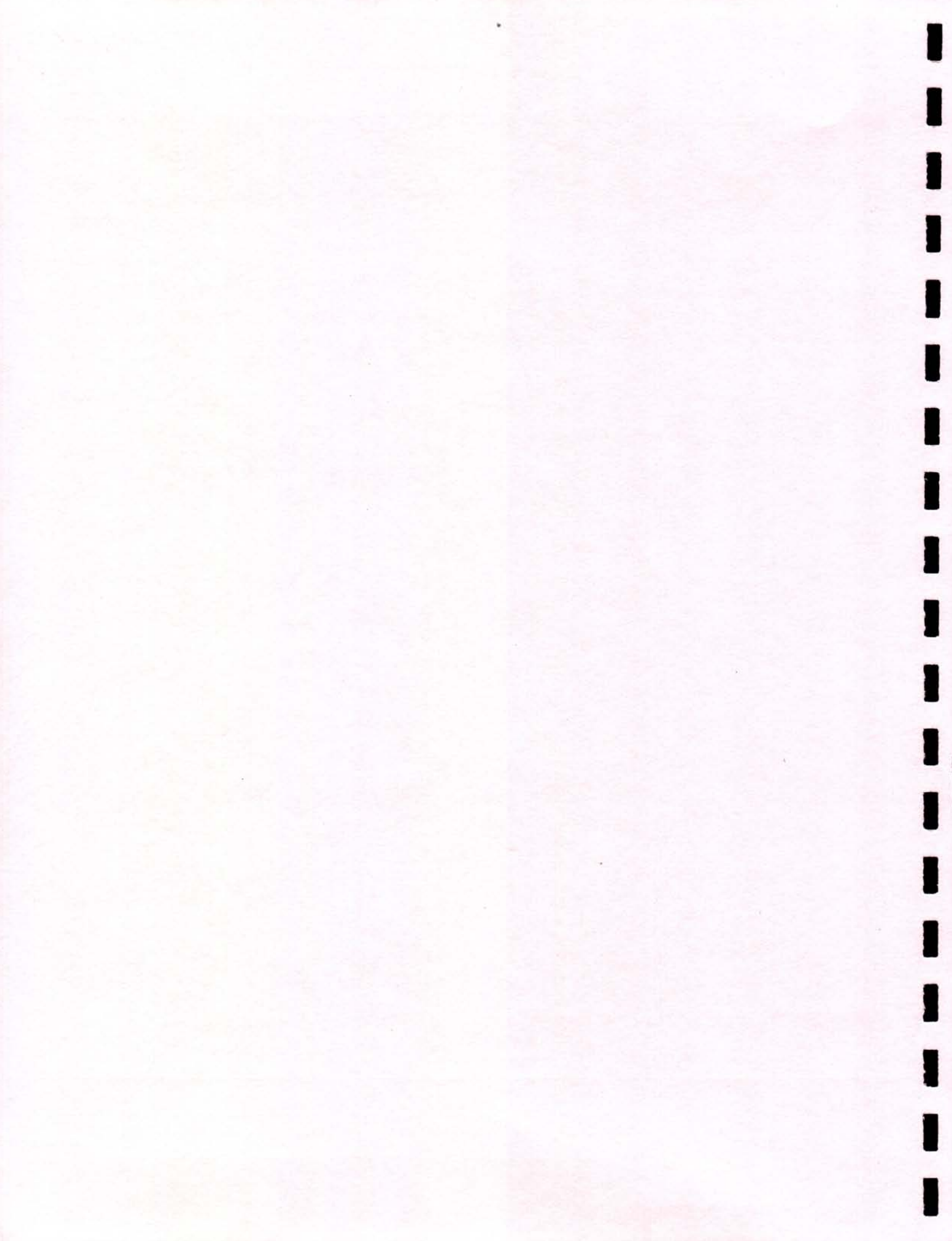
OAKLAND
COMMUNITY
COLLEGE

Operating Engineers Master Agreement

1996 - 1999

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Oakland Community College



1996 - 99

MASTER LABOR AGREEMENT

BETWEEN

OAKLAND COMMUNITY COLLEGE

AND

THE INTERNATIONAL UNION

OF OPERATING ENGINEERS, AFL-CIO

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OAKLAND COMMUNITY COLLEGE

LABOR CONTRACT

Oakland Community College, hereinafter referred to as the "College" and the International Union of Operating Engineers, Local No. 547, A-B-C-E & H, AFL-CIO hereinafter referred to as the "Union" on this nineteenth (19th) day of August, 1996, enter into the following Agreement:

ARTICLE I RECOGNITION

The College recognizes the Union as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965, as amended, for the purpose of collective bargaining for all Operating Engineering Personnel with respect to hours, wages, terms, and conditions of employment, for the term of this Agreement.

Whenever the word he or employee is used in this Agreement, it shall be deemed to include both male and female gender.

ARTICLE II MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

The College agrees that all conditions of employment relating to salary, hours of work, and general working conditions are to be maintained at not less than the highest minimum standards in effect at the time of signing of this Agreement.

Nothing stated in this article shall be considered to deny or restrict the College of its rights, responsibilities, and authority under the Michigan Community College Act of 1966, as amended, or any other laws or regulations. This Article is subject to the regulations imposed by Opinion No. 4673 (September 23, 1961) of the State Attorney General regarding the restriction of the Board of Trustees to adopt a deficit budget or to operate at a deficit.

The College reserves the right to establish a four (4) day work week, ten (10) hours a day, Monday through Thursday, for any month(s) of the contract year. The College will give the Union a minimum of thirty (30) calendar days notice prior to implementing a four (4) day work week.

ARTICLE III UNION SECURITY AND CHECK-OFF

- A. It is mutually agreed by the College and the Union that the College shall operate on an agency shop basis.
- B. Each employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after execution of this Agreement, shall as a condition of employment (upon completion of the 90 day probationary period of employment), become a member of the Union. Thereafter, all present employees shall maintain

membership in the Union subject to the provisions of paragraph D, as of his hiring date or the effective date of this Agreement. Employees who fail to comply with this membership requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the College from the Union. The Union will furnish the College with authorized dues deduction forms.

- C. Exception to the above condition, however, shall recognize that any employee may exercise his/her choice of the following alternate condition:

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

The Union will furnish the College with authorized dues deduction forms.

The Union shall indemnify and save harmless the College from any and all claims, demands, suits or any other actions arising from this article or from complying with any request for termination under this article.

- D. The College shall deduct current membership dues or service charge from the wages of said employee upon completion of his probationary period. Current membership dues shall not include initiation fees or special assessments.
- E. The College agrees to deduct from the pay of the each employee all dues of Local Union No. 547, A-B-C-E & H, and pay such amount deducted to said Local for each and every employee covered by this Agreement, provided, however, that the Union presents to the College authorization signed by such employee allowing such deductions and payment to the Local Union. The deduction shall be made from the pay of the employees for the first pay period of the calendar month.
- F. All sums deducted shall be remitted to the financial secretary for the Local Union not later than the last day of the calendar month in which such deductions are made, the same to be allocated and distributed by them in accordance with the constitution, laws and regulations of the Union.

ARTICLE IV STEWARDS

- A. There shall be one steward and one alternate steward to represent the employees covered under this Agreement. The names of the steward and alternate steward shall be certified in writing to the Collège by the Local Union.
1. The authority of steward and alternate, so designated by the Local Union, shall be limited to, and shall not exceed, the following duties and activities: The investigation and presentation of employees' grievances in accordance with the provisions of this Agreement.
 2. The steward or alternate may investigate and present grievances to the College during his regular working hours providing that the time used for this purpose will not be abused.

**ARTICLE V
GRIEVANCE PROCEDURE**

A. DEFINITION

The term "grievance" as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of an operating engineer or group of operating engineers and/or interpretation, meaning or application of any of the provisions of this Agreement. Grievances may be instituted by any operating engineer, group of operating engineers, or Local No. 547, A-B-C-E & H, International Union of Operating Engineers. The grieving party may elect to have the Union representative with him at any stage of the grievance procedure or he may choose to process the grievance and have it fully adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

B. TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party. Any grievance not presented for disposition through the grievance procedure within five (5) working days of the event or occurrence of the condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement.

C. STEPS IN GRIEVING

Any grievance shall be presented through the following procedure, although the aggrieved parties are urged to discuss matters informally with their immediate supervisor before filing a formal written grievance.

Step 1. Within five (5) days after the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate immediate supervisor. The statement of grievance shall include:

- A. The name of the aggrieved party or parties.
- B. A statement of the facts giving rise to the grievance.
- C. Identification of all provisions of this Agreement alleged to be violated.
- D. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence.
- E. The date of the initial submission of the grievance in writing.
- F. Remedy or correction requested.

The supervisor shall render his decision to the aggrieved party in writing within ten (10) days after receipt of the grievance. A copy shall be supplied to the Union Business Manager.

Step 2. In the event the aggrieved party is not satisfied with the decision at Step 1, he may within five (5) days of receiving the decision, in writing, present an appeal to the Campus President. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

The President shall render his decision to the aggrieved party, in writing, within ten (10) days after receipt of the appeal. A copy shall be forwarded to the Union Business Manager.

Step 3. In the event the aggrieved party is not satisfied with the decision at Step 2, he may within five (5) days of receiving the decision, present an appeal in writing to the Executive Director of

Human Resources. With this appeal, he shall present a copy of his original grievance and the replies received at Step 1 and 2. The Executive Director of Human Resources shall render his decision, in writing, to the aggrieved party within fifteen (15) days after receipt of the appeal. A copy shall be forwarded to the Union Business Manager.

Step 4. In the event there is no resolution at the Executive Director of Human Resources level the Union, within five (5) days, may request the service of an impartial mediator appointed by MERC in order to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure.

Step 5. In the event the Union is not satisfied with the decision at Step 4, the Union may present an appeal in writing to the Chief Human Resources Officer requesting grievance arbitration in accordance with the following procedure:

- a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate within five (5) working days from receipt of the answer in Step 4.
- b. Arbitrators shall be elected from one of the following individuals: Joseph Girolamo, Patrick McDonald, Benjamin Wolkinson. Each of these arbitrators shall agree to all of the Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrators 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 the arbitrator or the judgment of the arbitrator to sustain, or reverse or modify any alleged dispute put before the arbitrator.
- 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. Expenses and fees of the arbitrator shall be shared equally by the Union and the College.

D. FAILURE TO RENDER A DECISION

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

E. FAILURE TO APPEAL

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time limits shall constitute a withdrawal of the grievance.

F. WAIVER OF STEPS

Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.

G. GROUP GRIEVANCE

In the event that the Union members have a group grievance, it shall be sufficient if one member presents the grievance on behalf of all similarly affected Union members provided, however, that the initial statement of grievance will include, in Step 1, the names of all involved Union members indicating that the grievance

is a group grievance. A group grievance shall be one in which the facts questioned, and expressed provisions of this Agreement alleged to be violated, relate to every member of the group.

ARTICLE VI SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to Federal or State law, that provision only shall be deemed null and void and such a determination shall not affect any other provision of this Agreement.

ARTICLE VII TERM OF AGREEMENT

- A. This AGREEMENT shall become of full force and effect on the 1st day of July, 1996, and shall continue without amendment or modification of any kind until the 30th day of June, 1999.
- B. Sixty (60) days prior to the first day of July of the year 1999, the Union and/or the Employer will, upon written notice to the appropriate party, meet to renegotiate the Contract.
- C. The Appendices A, B, and C are part of this Agreement.

APPENDIX A

The "job of work" concept will prevail, and the biweekly salary as agreed to herein shall be the only compensation due the employees. It is hereby understood and agreed that the persons covered by this labor agreement will, as a condition of employment, continue to work in the same capacity as in past practice with the exception of the changes of job descriptions for Supervisor-Mechanical Systems and Plant Operations.

SALARY SCHEDULE

July 1, 1996 - June 30, 1997

	<u>Biweekly Starting Salary</u>	<u>Biweekly After 6 Months</u>	<u>Biweekly After 1 Year</u>	<u>Biweekly After 2 Years</u>
A. Superintendent - Mechanical Systems and Plant Operations				
	\$1,909.68	\$2,022.04	\$2,134.38	\$2,246.72
B. Supervisor - Maintenance Systems				
	1,826.41	1,933.87	2,041.30	2,148.74
C. Superintendent - Building and Grounds				
	1,679.16	1,789.29	1,888.67	1,988.11
D. Supervisor - Building and Grounds				
	1,423.44	1,506.38	1,609.86	1,789.87

APPENDIX A

SALARY SCHEDULE

July 1, 1997 - June 30, 1998

	<u>Biweekly Starting Salary</u>	<u>Biweekly After 6 Months</u>	<u>Biweekly After 1 Year</u>	<u>Biweekly After 2 Years</u>
A. Superintendent - Mechanical Systems and Plant Operations				
	1966.97	2082.70	2198.41	2314.12
B. Supervisor - Maintenance Systems				
	1881.20	1991.87	2102.54	2213.20
C. Superintendent - Building and Grounds				
	1729.53	1842.97	1945.33	2047.75
D. Supervisor - Building and Grounds				
	1466.14	1551.57	1658.16	1843.57

APPENDIX A

SALARY SCHEDULE

July 1, 1998 - June 30, 1999

	<u>Biweekly Starting Salary</u>	<u>Biweekly After 6 Months</u>	<u>Biweekly After 1 Year</u>	<u>Biweekly After 2 Years</u>
A. Superintendent - Mechanical Systems and Plant Operations				
	2025.98	2145.18	2264.36	2383.54
B. Supervisor - Maintenance Systems				
	1937.64	2051.63	2165.62	2279.60
C. Superintendent - Building and Grounds				
	1781.42	1898.26	2003.69	2109.18
D. Supervisor - Building and Grounds				
	1510.12	1598.12	1707.90	1898.88

APPENDIX B

BENEFITS

The College shall provide to the Union, no later than July 1, 1993, the Operating Engineers Flexible Compensation (FLEXCOMP) program. Complete election forms, information sessions, related materials, and the Flexible Compensation Plan (FLEXCOMP) booklet will be provided to each union member on or before July 1, 1993. Educational/Informational sessions will be scheduled by the parties at a time and place mutually agreeable to the parties.

The College shall pay the costs for Benefits specified below through the fiscal year ending June 30, 1996. Benefits shall be terminated when an employee is officially separated from the College; is totally and continuously disabled and unable to return to work; or when the employee fails to return from approved health or sick leave within three (3) working days after end of such leave. All coverages listed below shall commence the first day of the month following date of hire.

All coverage shall be subject to the provisions and requirements of the policies and shall not be subject to Article V (Grievance Procedure) of this Agreement.

The College shall contribute the same amount of dollars for benefits for employees beyond age 70 as for those less than age 70. Such dollar amount shall be used to purchase as much coverage as possible, but may not equal the coverage provided for employees less than 65 years of age. If coverage is not available, or cost prohibitive, the employees shall receive the benefit cost as a supplement to salary.

The College will provide benefits in compliance with all state and federal regulations.

Benefits will be provided under the Operating Engineers Flexible Compensation Program (see program booklet).

1. HEALTH/HOSPITALIZATION INSURANCE

Medical coverage is effective the first day of the month following date of hire for the union member and eligible dependents.

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

2. **SHORT TERM DISABILITY**

- Eligible after the 14th calendar day of disability.
- Subject to the provisions and requirements of the policy.
- Weekly Benefits after 14 calendar day waiting period: sixty percent (60%) of employee's base weekly pay with options to purchase sixty-five percent (65%) or seventy percent (70%) base weekly pay.

<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

3. **LONG-TERM DISABILITY**

Long-term disability benefits are effective the first day of the month following date of hire. The union member shall receive a weekly benefit payment beginning with the 91st day of disability.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>
Core (no other options)	70% of monthly salary	0.	0.

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 disability occurs at age 60 or before, benefits will cease at 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve (12) months.

4. **DENTAL**

Dental care insurance is effective the first day of the month following date of hire for union members and their eligible dependents.

<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)				0.	150.00

On July 1, 1998 the annual dental benefit for Core and Option I shall be \$1,000. Option II annual dental benefit shall be \$1,200.

5. **OPTICAL INSURANCE**

All employees and dependents shall be covered by Hancock Vision Care Plan or equivalent coverage (as determined by the administration).

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

6. **LIFE INSURANCE**

Term Life

Term life insurance is effective the first day of the month following date of hire. The benefit will be paid to the union member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Optional</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	120,000.	0.	0.	0.
Opt I	50,000.	120,000.	0.	48.00
Opt II	25,000.	120,000.	0.	96.00
Opt III	N/A	N/A	N/A	N/A

Any union member who elects either OPT I or OPT II will be subject to evidence of insurability should they elect a greater benefit at a later date.

Additional Optional Term Life

Optional term life insurance is available in an amount up to \$120,000 at the union member's expense through payroll deduction at rates established for the union member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Coverage shall be reduced beginning at age 65 according to the following table:

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

7. **EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT**

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the month following the date of hire, subject to open enrollment periods. A union member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care and Dependent Care expenses with pre-tax dollars. Minimum and maximum dollar limits are:

	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Health Care:	\$ 26.00	\$2,000.00
Dependent Care:	\$520.00	\$5,000.00

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions.

NOTE: Union members shall have the opportunity to select different options on an annual basis during OPEN ENROLLMENT for benefits listed in Items 1 through 6 above. (Excluding LTD).

The annual OPEN ENROLLMENT period will be during June of each year, with an effective date of July 1 each year.

8. **WHOLE LIFE INSURANCE PORTABLE PROGRAM** (permanent life insurance programs)

Whole Life portable insurance is effective upon enrollment and application for union members and their dependents who may be eligible for coverage. Costs are based on age/insurability/minimum premiums. The union member pays 100% of premium through payroll deduction.

9. **TAX DEFERRED ANNUITIES - SALARY REDUCTION PLAN**

- Eligible upon enrollment and application if not previously a member.
- Employees may reduce their salary for contribution in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.

10. **WORKERS' COMPENSATION**

- Eligible upon employment.
- Benefits per schedule established by law for accidents or illness directly attributable to employment.

11. **SOCIAL SECURITY**

- Paid by the College and employee.
- Eligible upon employment; participation required.
- Retirement benefits available pursuant to enabling legislation.

12. **PERSONAL LEAVE DAYS**

- Eligible upon employment for three (3) days of personal leave per fiscal year without loss of pay.

13. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

- Paid by the College with the MIPS portion paid by the employee.
- Eligibility - as determined by enabling Legislation.
- Benefits based on years of service and average earnings.

14. VACATION SCHEDULES

0 through 12 months	One day per month, not to exceed 10 days.
13th month through 60 months	1-1/4 days per month to maximum of 15 days
61st month	2 days per month to a maximum of 24 days

Vacation accrued but not taken may be carried forward to the next contractual period to a maximum of forty-eight (48) days.

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 leave of absence.

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.

15. SICK DAYS

Employees shall accumulate sick leave at the rate of one (1) day per month. An employee absent over five (5) consecutive working days because of personal illness or injury shall have a certificate from his/her physician authorizing his/her return to work prior to such return.

The twelve (12) days of sick leave shall be awarded in full on July 1st of each year or pro-rated in the case of a new employee. Employees who terminate their employment, or are terminated, shall be billed for such leave used but not earned prior to termination.

16. EMPLOYEE LIABILITY COVERAGE

Coverage for job-connected liability situations.

17. HOLIDAYS

Holidays recognized and observed: The following shall be recognized as paid holidays for full-time employees:

- 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 legal holidays.

All holidays are full day holidays.

Whenever any of these holidays fall on the sixth (6th) and/or seventh (7th) 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.

18. JURY DUTY

In the event that an employee is summoned as a juror or subpoenaed as a witness in any judicial proceedings, the employee shall suffer no loss of pay from the College for his/her necessary absence from employment, but he/she shall endorse to the College any warrant or voucher issued to him/her for services as such juror or witness.

19. BEREAVEMENT LEAVE

Each employee shall be entitled to three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. The immediate family shall be considered to include the employee's spouse and the employee and the spouse's grandparents, parents, siblings, children and grandchildren, and other persons who have lived with them over a period of years. Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond the three (3) days may be approved by the office of the Executive Director of Human Resources.

20. TUITION GRANT

Employees are eligible for tuition authorizations upon employment. In addition, the spouse and dependent children residing with the full-time employee shall be eligible for a similar tuition grant.

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

Children of a deceased bargaining unit member shall be extended the above benefits until such child reaches 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.

21. TUITION REIMBURSEMENT

The Board shall appropriate \$5,000 dollars each year in its operating budget to be used to pay a bargaining unit member's tuition for coursework which satisfies all of the following conditions:

Coursework or a program of study must be pertinent to the needs of the College and/or duties of the employee. The coursework or program of study must be taken at an accredited institution of higher education. The coursework must provide the employee with additional areas of competence. Employees have the option to receive prior approval of coursework by completing the Tuition Reimbursement Application and submitting it to the Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.

All coursework applied for under the 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

Reimbursement is for tuition and fees but does not include reimbursement for books or any other related expenses.

The tuition reimbursement period will be for the academic year (September 1 to August 31).

Employees applying for tuition reimbursement must provide to the Vice Chancellor for Academic and Student Affairs a completed tuition reimbursement application, a completed check request, an official grade report/or copy and receipt for tuition and 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 academic year.

Incomplete ("I") grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following academic year shall not be eligible for reimbursement in future years.

The maximum total of tuition and fees paid to any individual will be \$350 per credit hour or up to a maximum of \$2,500 per academic year. If tuition and fees are less than \$350 per credit hour, reimbursement will be for the amount of the actual receipt.

Continuing education courses will be reimbursed only if a grade is awarded.

Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.

Receipts and official/or copy of grade report with check request must be submitted within thirty (30) days of course completion. Wherein possible, reimbursement will be made twenty (20) days following submission of official grade report/or copy and valid tuition receipt.

Each employee will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

22. **LIBRARY PRIVILEGES**

Eligible upon employment; amount of benefit is the use of any of the Oakland Community College library facilities.

23. **UNIFORMS**

At the beginning of each fiscal year full-time bargaining unit employees shall receive \$500 to purchase appropriate uniforms (as determined by management).

24. **CHILD CARE LEAVE**

Upon providing proof of the birth of a child or adoption of a child under the age of two (2) years, an employee may request a Child Care Leave of Absence without pay or fringe benefits. Such a request may be granted for a period of up to nine (9) months, exclusive of any disability leave for child bearing. An employee on a Child Care Leave of Absence shall continue to accumulate seniority during the duration of the approved leave.

25. **FAMILY CARE LEAVE**

A family care leave of absence without pay and benefits may be granted to a union member for the purpose of caring for a seriously ill family member. Such leave must be at least thirty (30) days in duration and may be for a total period of up to twelve (12) months within a two-year period. The duration of a family care leave may be reduced on a case-by-case basis subject to the approval of the campus president.

For the purpose of this family care leave, "family member" shall mean:

Spouse;

Any fully dependent child under nineteen (19) years of age (or age 23, if a full-time student), or an unmarried child of any age who is incapable of self support or physically or mentally handicapped and fully dependent on the employee;

Biological or adoptive parent or parent-in-law; grandparent or grandparent-in-law.

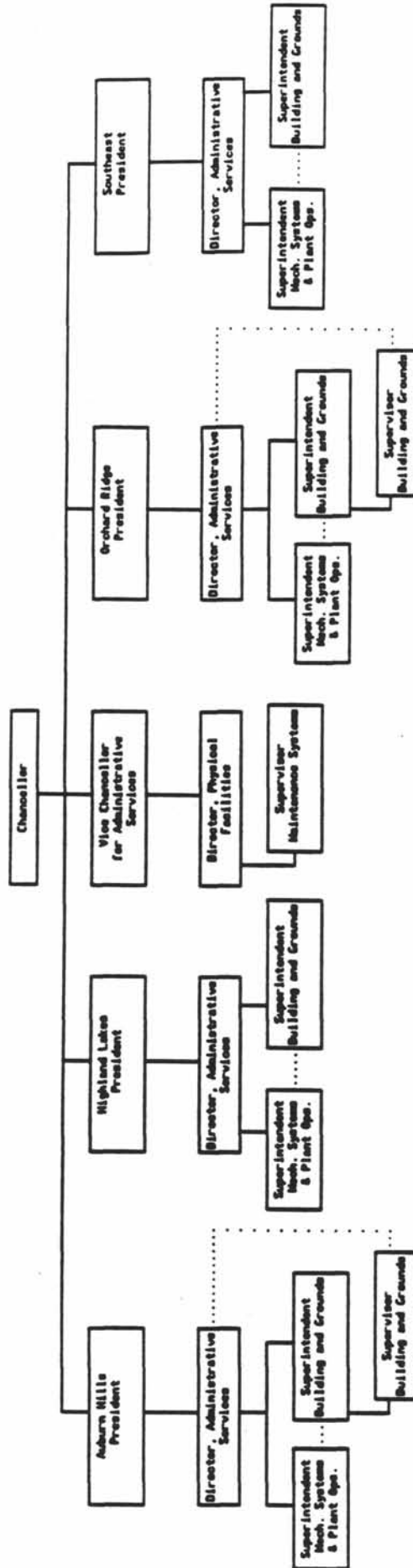
The employee shall be required to present evidence of serious illness of a family member and the expected duration of the illness and the reason for the employee's involvement, to the satisfaction of the College.

Said union member shall notify the College in writing of the desire to take a family care leave and, except in case of emergency, shall give notice of at least thirty (30) days prior to the date on which the family care leave is to begin. The union member shall include with such notification documentation verifying the need for a family care leave. Seniority and salary increments shall not accrue during a family care leave period. A union member may make arrangements to pay for continuation of benefits within the guidelines of Consolidated Omnibus Budget Reconciliation Act (COBRA).

The above provisions shall be consistent with the Family and Medical Leave Act of 1993.

APPENDIX C


INTERNATIONAL UNION OF OPERATING ENGINEERS



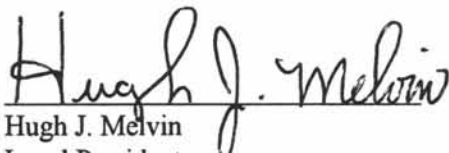
The inclusion of this Appendix does not limit the College's rights to determine and redetermine the structure of the College, its management, or its reporting relationships. However, should the College exercise its rights to determine and redetermine these things, representatives of the College will meet with representatives of the bargaining unit to develop an updated version of Appendix C.

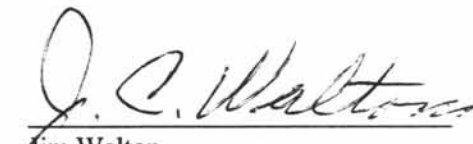
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547 AFL-CIO

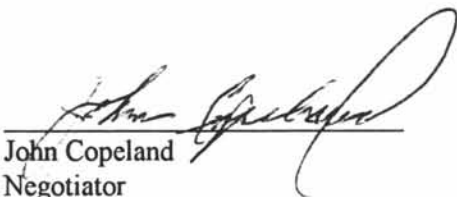

Philip Schloop
Business Manager


Jennifer Trudeau
President

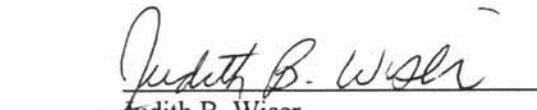

J. David Ivers
Record/Corres. Secretary


Hugh J. Melvin
Local President

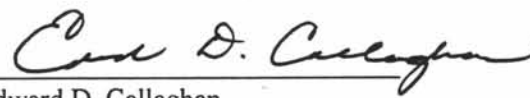

Jim Walton
Negotiator



John Copeland
Negotiator

OAKLAND COMMUNITY COLLEGE


Judith B. Wiser
Chairperson, Board of Trustees


Richard T. Thompson
Chancellor


Edward D. Callaghan
Vice Chancellor for Human Resources/
College Communications


Ernest A. Harrison
Director of Personnel Services


Clarence E. Brantley
Vice Chancellor for Administrative Services

LETTER OF UNDERSTANDING #1

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

THE INTERNATIONAL UNION OF

OPERATING ENGINEERS, AFL-CIO LOCAL 547

1996-1999

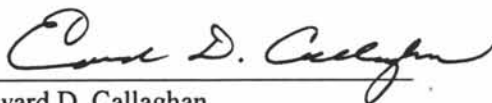
ATTENDANCE PROGRAM

An employee shall accrue two (2) additional vacation days on July 1st, providing the bargaining unit member was not absent any days, due to illness during the previous school year (July 1st through June 30). An employee who was absent no more than six (6) days, due to illness during the previous school year, shall accrue one (1) additional vacation day on July 1st.

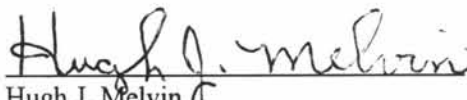
ON BEHALF OF:

OCC BOARD OF TRUSTEES

FOR THE UNION



Edward D. Callaghan
Vice Chancellor for Human Resources/
College Communications



Hugh J. Melvin
Local President

Date 8-26-96

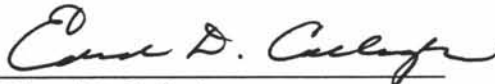
Date 8-28-96

LETTER OF UNDERSTANDING #2
BETWEEN
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
AND
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO LOCAL 547
1996-1999

Representatives of the bargaining unit and representatives of the College shall meet as necessary to jointly develop a performance appraisal methodology for bargaining unit members. The methodology shall be one designed to improve the performance of individuals and shall not be designed for disciplinary purposes.

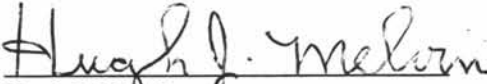
ON BEHALF OF:

OCC BOARD OF TRUSTEES


Edward D. Callaghan
Vice Chancellor for Human Resources/
College Communications

Date 8-26-94

FOR THE UNION


Hugh J. Melvin
Local President

Date 8-28-96

LETTER OF UNDERSTANDING #3

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

THE INTERNATIONAL UNION OF

OPERATING ENGINEERS, AFL-CIO LOCAL 547

1996-1999

1996 WINTER CLOSE DOWN

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

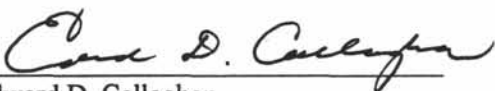
- 3) For full-time employees, three (3) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one of the options listed below:
 - A) Two (2) days Vacation, plus one (1) day of paid time from the College.
 - B) Two (2) days Personal Business, plus one (1) day of paid time from the College.
 - C) If any employee does not have the necessary two (2) days in their leave bank, the two (2) days will be taken from the following year's (July 1) bank of the Vacation/Personal Business days.

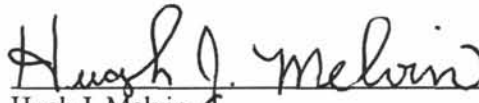
- D) Any combination of A, B, and C.
 - E) All three (3) days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
- A) Up to four (4) hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay.
 - B) All three (3) 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 in to 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:

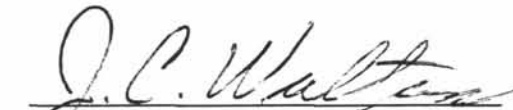
OCC BOARD OF TRUSTEES


AFL-CIO, LOCAL 547


 Edward D. Callaghan
 Vice Chancellor for Human Resources/
 College Communications


 Hugh J. Melvin
 Local President


 Richard T. Thompson
 Chancellor


 Jim Walton
 Negotiator


 John Copeland
 Negotiator

Date: 8-26-96

Date: 8-28-96

LETTER OF UNDERSTANDING #4
BETWEEN
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
AND
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO LOCAL 547
1996-1999
1997 WINTER CLOSE DOWN

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

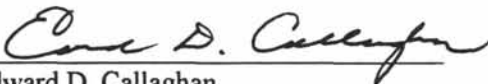
- 3) For full-time employees, four (4) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one of the options listed below:
 - A) Two (2) days Vacation, plus two (2) days of paid time from the College.
 - B) Two (2) days Personal Business, plus two (2) days of paid time from the College.

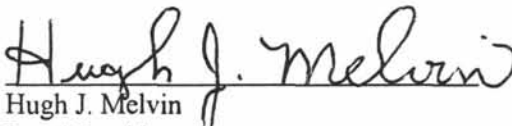
- C) If any employee does not have the necessary two (2) days in their leave bank, the two (2) days will be taken from the following year's (July 1) bank of Vacation/Personal Business days.
 - D) Any combination of A, B, and C.
 - E) All four (4) days taken without pay, with the understanding that the 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 four (4) hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay.
 - B) All four (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, or 30, 1997 or January 2, 1998 will be paid straight time for actual hours worked. Any employee called in to 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

AFL-CIO, LOCAL 547


 Edward D. Callaghan
 Vice Chancellor for Human Resources/
 College Communications


 Hugh J. Melvin
 Local President


 Richard T. Thompson
 Chancellor


 Jim Walton
 Negotiator


 John Copeland
 Negotiator

Date: 8-26-96

Date: 8-28-96

LETTER OF UNDERSTANDING # 5

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

THE INTERNATIONAL UNION OF

OPERATING ENGINEERS, AFL-CIO LOCAL 547

1996-1999

1998 WINTER CLOSE DOWN

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter close down from December 24, 1998 through January 4, 1999.
- 2) The winter close down shall consist of the following calendar dates:

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

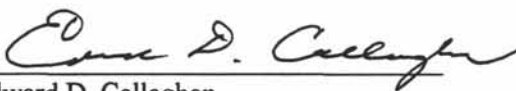
- 3) For full-time employees, four (4) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one of the options listed below:
 - A) Two (2) days Vacation, plus two (2) days of paid time from the College.
 - B) Two (2) days Personal Business, plus two (2) days of paid time from the College.
 - C) If any employee does not have the necessary two (2) days in their leave bank, the two (2) days will be taken from the following year's (July 1) bank of the Vacation/Personal Business days.

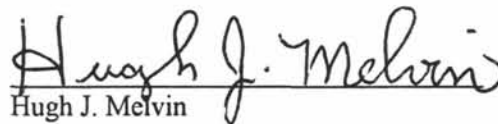
- D) Any combination of A, B, and C.
 - E) All four (4) days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
- A) Up to four (4) hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay.
 - B) All four (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, 1998. Any employee who is scheduled to work on December 28, 29, or 30, 1998 will be paid straight time for actual hours worked. Any employee called in to work between December 24, 1998 and January 4, 1999 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:

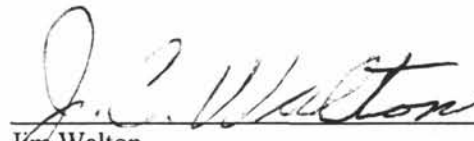
OCC BOARD OF TRUSTEES

AFL-CIO, LOCAL 547


 Edward D. Callaghan
 Vice Chancellor for Human Resources/
 College Communications


 Hugh J. Melvin
 Local President


 Richard T. Thompson
 Chancellor


 Jim Walton
 Negotiator


 John Copeland
 Negotiator

Date: 8-26-96

Date: 8-28-96

