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12/11/2000

AGREEMENT

Between The

**WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES**

And The

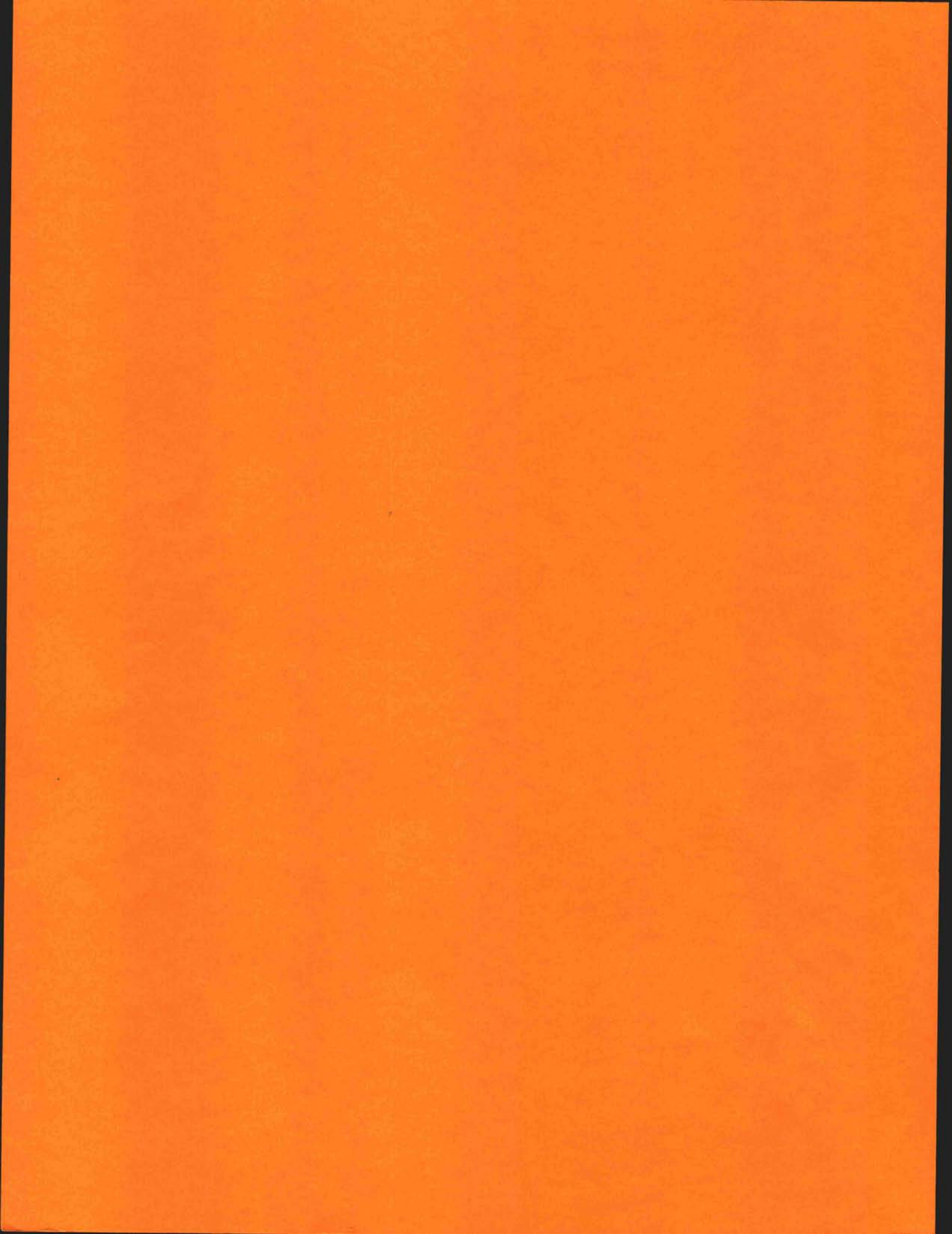
**WASHTENAW COMMUNITY COLLEGE
CUSTODIANS CHAPTER OF LOCAL 1921**

1997 - 2000

Washtenaw Community College



**Washtenaw
Community
College**



AGREEMENT

THIS AGREEMENT entered into on this tenth (10th) day of December, 1997, between the WASHTENAW COMMUNITY COLLEGE (hereinafter referred to as the "Employer") and WASHTENAW COMMUNITY COLLEGE CUSTODIANS CHAPTER OF LOCAL 1921, affiliated with Council #25, A.F.S.C.& M.E., AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

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

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

SECTION 1.00

1.10 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all policies, practices and procedures written or oral between the parties and constitutes the entire Agreement. Both parties have had an opportunity to present all matters of concern in negotiations on any item for the length of this Agreement unless mutually agreed.

1.20 RECOGNITION - EMPLOYEES COVERED

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

All full-time and part-time custodial and maintenance employees who work twenty (20) hours or more on a regular basis, excluding supervisors and all other employees of the College.

1.30 MANAGEMENT RIGHTS

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

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

1.40 UNION RIGHTS

- A. The membership shall have the right to use College buildings for business meetings.
- B. The membership shall have the right to use College equipment and supplies for Union business. The Union shall reimburse the College for all expendable supplies.
- C. The chairman and steward shall have access to information concerning the financial resources of the College, adopted budget, salaries and any such other information as it may reasonably require for purposes of negotiating and settling misunderstandings and grievances.
- D. The College will provide space for a file cabinet to be located in the Plant Operations Building, or a mutually agreeable space in another building.
- E. Access to Personnel Files. Each member of the bargaining unit will have on file in the Office of Human Resource Management a personnel file. Only this file will be considered as the official personnel file for the member. No memorandum, letter of warning, or reprimand reflecting negatively on an employee's behavior or work performance shall be placed in an employee's official personnel file unless he/she has had an opportunity to examine it and has been offered an opportunity to submit a written response. An employee may have a representative present during review of his/her personnel file.

1.50 AID TO OTHER UNIONS

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

1.60 NO STRIKE CLAUSE

The Union shall not engage in, assist or promote any strike, work stoppage or any slowdown during the life of this Agreement.

1.70 STEWARDS AND ALTERNATE STEWARDS

- A. There shall be one (1) Chief Steward and one (1) Steward for day shift, and one (1) Steward for the evening shift.
- B. The Union shall have a maximum of one hundred (100) hours of released time per contract year for the purpose of investigation and presentation of grievances at the first step of the grievance procedure. The maximum released time for any one (1) grievance shall be one (1) hour up to Step II. The Union shall be charged release time for each of the Stewards or Alternates involved in the processing of a grievance. The Steward or Alternate Steward must notify their immediate supervisor prior to leaving their work station to investigate or present grievances.

1.80 SUPPLEMENTAL AGREEMENTS

All proposed Supplemental Agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

1.90 SUBCONTRACTS

The College agrees that subcontracting shall not be used for the purpose of:

- A. Demoting, laying off, or causing the loss of wages or benefits of any bargaining unit employee.
- B. Reducing the number of positions to less than forty-five (45).

SECTION 2.00

2.10 UNION SECURITY - REQUIREMENT OF UNION MEMBERSHIP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date, and shall pay a service fee equivalent to the dues of Local 1921 to the Union.
- C. Employees, hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee for the duration of this Agreement, on or before the ninetieth (90th) calendar day following the beginning of their employment in the unit.
- D. An employee who shall tender an initiation fee - (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

- E. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) calendar days in arrears in payment of membership dues.
- F. The Union agrees to save the College harmless from all legal fees, salary payments or other expenses related to enforcement of this Section of the Agreement.

2.20 UNION DUES AND INITIATION FEES

2.21 Payment by Check-Off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form (Exhibit A). During the life of this Agreement and in accordance with the terms of the form of authorization of Check-Off of dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the authorization of Check Off of Dues form (Exhibit A).

2.22 When Deductions Begin

Check-off deductions under all properly executed authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee, provided the employee has completed his/her probationary period, and shall be deducted from the first payroll of the month and each month thereafter.

2.23 Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to such address as designated by the financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names of all employees and the amount of deduction from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall notify the financial officer of the Council of the names of employees who, through a change in their employment status, are no longer subject to deductions.

2.24 Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she 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.

2.25 Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

SECTION 3.00

3.10 SPECIAL CONFERENCE

- A. Special Conferences for important matters may be arranged between the local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time or pay for the time spent in such Special Conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B. The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.
- C. A Special Conference shall be held between the Union representatives and representatives of Management quarterly to discuss contract implementation.

3.20 HEALTH AND SAFETY COMMITTEE

One (1) member of the Union shall serve on the All-College Michigan Occupational Safety and Health Act Committee. The Committee will be convened during regular working hours and will meet monthly. Training programs will be provided for members of the Union concerning health and safety on the job, during regular working hours with no loss of pay.

SECTION 4.00

4.10 GRIEVANCE PROCEDURE

The primary purpose of this Grievance Procedure is to secure at the earliest possible level an equitable solution to complaints or grievances of the employee of the bargaining unit.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly Grievance Procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within fifteen (15) working days after occurrence of the circumstances giving use to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Any employee having a complaint may first take up the matter with his/her immediate supervisor and have a steward present if desired. If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:

STEP I

If the complaint cannot be settled at the oral stage, a written grievance (on the appropriate form) may be filed by the steward with the immediate supervisor within five (5) working days of the oral response. The immediate supervisor will return his/her answer in writing within five (5) work- working days.

STEP II

If the decision of the immediate supervisor is unsatisfactory, the Union may appeal the decision in writing to the President within ten (10) working days, along with the reason it considers the first step answer unsatisfactory. The President or his/her designee shall meet with the Union within ten (10) working days. The President or his/her designee will then submit his/her answer in writing to the unit chairperson, with a copy going to the originator of the grievance, within ten (10) working days.

STEP III

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

CLASS ACTION UNION GRIEVANCES

Matters involving Union grievances will be discussed with the Associate Vice President for Human Resources, following the steps of the grievance procedure, i.e., Oral Step, Written, etc. A Council 25 Representative may be present at any step of the grievance procedure provided two (2) days advance notice is given to H.R.M.

POWER OF THE ARBITRATOR

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

TIME OF APPEALS

Any grievance not appealed from an answer from one step to the next step of the Grievance Procedure within specified time limits shall be considered settled on the basis of the last answer and not subject to further review.

If a grievance is not answered within the specified time, it shall be moved to the next step of the Grievance Procedure.

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

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

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

WITHDRAWAL OF CASES

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

PAYMENT OF BACK PAY CLAIMS

If the Board fails to give an employee work to which his/her seniority (length of service) and ability entitles him/her and a written notice of his/her claim is filed within thirty (30) calendar days of the time the Board first failed to give him/her such work, the Board will reimburse him/her for the earnings he/she lost through failure to give him/her such work, if such claim is upheld.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her existing regular rate.

SECTION 5.00

5.10 DISCHARGE AND DISCIPLINE

5.11 Notice of Discharge or Discipline

The Employer agrees promptly upon the Discharge or Discipline of an employee to notify in writing the steward in the College of the Discharge or Discipline.

The Discharged or Disciplined employee will be allowed to discuss his/her Discharge or Discipline with the steward of the Union and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the Discharge or Discipline with the employee and the steward. All other disciplinary actions shall be subject to the grievance procedure.

Infractions of work practices and rules of conduct which necessitate written documentation for purposes of discipline shall be presented to the employee by the Employer within three (3) regularly scheduled work days after the day of the incident.

5.12 Appeal of Discharge of Discipline

Should the discharged employee or the steward consider the discharge to be improper, a complaint shall be presented, in writing, through the steward to the Associate Vice President for Human Resources within two (2) regularly scheduled working days of the discharge. The Associate Vice President for Human Resources, or his/her designated representative, will review the discharge and give his/her answer in writing three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the final step of the grievance

5.13 Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any minor infraction which occurred more than (whichever is greater) 360 days worked or 18 calendar months previously, nor impose discipline on an employee for falsification of his/her employment application after a period of eighteen (18) months from date of hire.

SECTION 6.00

6.10 SENIORITY - (Probationary Employees)

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) work days of their employment. The ninety (90) work days probationary period shall be accumulated within not more than one hundred and eighty (180) calendar days.

The employee shall be entered on the Seniority list of the unit and shall rank for Seniority from the day ninety (90) work days prior to the day he/she completes the probationary period. There shall be no Seniority among probationary employees.

- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1.00 of this Agreement except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire for the purpose of computing all benefits. In case of layoff, the layoff procedure shall apply.
- D. Probationary employees shall not be eligible for overtime unless all full-time unit members in the cost center have refused or are unavailable.

6.20 SENIORITY LISTS

- A. The Seniority List on the date of this Agreement will show the names and job titles of all employees of the unit entitled to Seniority.
- B. The Employer will keep the Seniority List up-to-date at all times and will provide the local Union membership with up-to-date copies at least every ninety (90) days.

6.30 LOSS OF SENIORITY

An employee shall lose his/her Seniority for the following reasons only:

- A. He/She quits.
- B. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for five (5) consecutive working days without notifying his/her immediate supervisor, or the Director of Plant Operations and Security. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her Seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- E. If an employee fails to return from sick leave, leaves of absence, or at the conclusion of any approved leave, he/she shall lose his/her seniority and his/her employment shall be terminated.

6.40 SHIFT PREFERENCE

Shift Preference among employees with the same job title in the same cost center will be posted semi-annually, three weeks before the starting date. New shifts will begin the first Sunday of September and March. If no employee requests available shifts (as defined in Article 13.10., Part B), management will make assignments starting with the employee with the least seniority in the job title in the same cost center.

6.50 SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards and chapter chairman shall, in the event of a layoff of any type, be continued at work as long as there is a job in the College which they can perform and shall be recalled to work in the event of a layoff on the first open job in the College which they can perform.

SECTION 7.00

7.10 LAYOFF PROCEDURE

- A. The word Layoff means a reduction in the working force due to a decrease of work or financial and budgetary considerations.
- B. If it becomes necessary for a Layoff, the following procedure is mandatory:
 - 1. Probationary employees will be Laid Off first.
 - 2. Part-time employees shall be Laid Off second on the basis of seniority.
 - 3. Full-time employees will be Laid Off on the basis of seniority last.

- C. In the case of Layoff, employees in skilled classifications may exercise their seniority to replace employees with less seniority in maintenance and custodial classifications.
- D. Employees to be Laid Off for an indefinite period of time will have at least fourteen (14) calendar days notice of Layoff. The local Union secretary shall receive a list from the Employer of the employees being Laid Off on the same date the notices are issued to the employees.

7.20 RECALL PROCEDURE

Seniority employees shall be recalled in reverse order of layoff as defined in the layoff procedure. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fifteen (15) days from date of mailing of notice of recall, he/she shall be considered a quit.

SECTION 8.00

8.10 TRANSFER OF EMPLOYEES

- A. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement. Employees shall retain these rights for a period of six (6) months after such transfer or promotion occurs.
- B. If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority and classification.
- C. The Employer agrees that in any movement of work not covered above in (A) and (B), he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

8.20 PROMOTIONS

- A. New positions and vacated positions which management wishes to fill shall be posted on the Office of Human Resource Management bulletin board and copies sent to the chapter chairman and the steward of each shift. Positions shall remain posted for five (5) consecutive work days. Only those written bids received in the Office of Human Resource Management within the posting period will be considered. Each posting shall include the position's major duties and the minimum qualifications for the job. Employees who have applied for a posted position shall be notified of the disposition of their applications within ten (10) working days following the conclusion of the posting period. From among the employees who apply and meet the minimum qualifications, the senior* employee shall be granted up to a thirty (30) working day trial period demonstrate his/her ability to perform the work. Trial-period employees are not eligible for overtime unless all full-time unit members in the cost center have refused or are

unavailable. A passing grade on a job related evaluation may be used to determine minimum qualifications.

*senior employee in good standing which is defined as an employee with no written reprimands or suspensions during the past eighteen (18) months..

The employment conditions described here shall be applicable to all positions in the unit except the positions in the Powerhouse which are as described in the attached Memorandum of Understanding.

Management shall have the right to disqualify the employee at any time during the trial period. At the time the employee is disqualified the supervisor shall discuss the reasons with the employee. The employee may elect to have his/her steward present at the discussion. Should management exercise this right the employee shall be guaranteed a position in his/her former classification.

- B. During the trial period, the employee shall have the opportunity to revert back to his/her former classification.
- C. During the trial period, employees will receive the rate of the job they are performing.
- D. Employees required to work in a higher classification shall be paid the rate of the higher classification for more than four (4) consecutive hours.
- E. Employees who revert back to their former position by his/her choice shall not be eligible for Promotion for a period of six (6) months.
- F. An employee who is Promoted to a higher classification or transferred to a lower classification shall receive an adjustment of thirty cents (\$.30) per hour per classification. In no case shall an employee's hourly base wage exceed the maximum of their classification range.
- G. It may occasionally be necessary to ask Union members to temporarily assume responsibilities which normally would be assigned to a supervisor. It would be agreed that when such temporary measures are necessary that the College would pay an additional seventy-five cents (\$.75) an hour increment for that period of time in which the member was required to assume this responsibility. Pay shall be a minimum of four (4) hours.

8.30 NON DISCRIMINATION

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

8.40 SUBSTITUTE AND SEASONAL EMPLOYEES AND TEMPORARY ASSIGNMENTS

Seasonal and Temporary employees are not covered by any provision of this Agreement. Temporary employees may be hired to replace employees who are absent due to illness, disability, unapproved leave, death, or leave of absence. Management may also use Temporary employees to fill authorized vacancies while candidates are being sought for

the vacant position. This does not preclude the employer from using regular employees on Temporary Assignments.

Seasonal employees may be employed for not longer than a one hundred and twenty (120) day period. Seasonal and Temporary Substitutes shall not be eligible for overtime unless all full-time unit members have refused or are unavailable. It is not the Employer's intent to utilize Seasonal employees or Temporary Substitutes to circumvent the hiring of regular employees.

In cases where regular employees are used for the purpose of filling vacancies of employees who are on vacation or absent because of illness, the Temporary Assignment will be granted to the senior employee who meets the requirements for such job and possess the skills to perform the job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

SECTION 9.00

9.10 VETERANS - REINSTATEMENT OF

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

9.20 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- B. 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 College 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 limit, except in the case of an emergency.

SECTION 10.00

10.10 LEAVE OF ABSENCE

Leaves of Absence may be granted for the following reasons. Any employee who fails to return to work at the conclusion of any of the following leaves shall lose his/her seniority and his/her employment shall be terminated. Such leaves may be extended for like cause.

- . Medical/Disability Leave
- . Prolonged Illness in Immediate Family
- . Public Service
- . Education

Employees shall accrue seniority while on any Leave of Absence granted by the provision of this Agreement, and shall be returned to the position they held at the time the Leave of Absence was granted, or to a position to which his/her seniority entitles him/her.

A. **Medical/Disability Leave**

After an employee has used his/her accumulated sick days, application shall be made for a Medical/Disability Leave upon certification by a licensed medical doctor (in case of mental illness a licensed psychiatrist). The certification shall state that (1) the employee is unable to work, (2) reason therefore, and (3) anticipated period of disability. Disability Leaves due to physical or mental illness may be granted for periods up to 120 calendar days.

Employees are entitled to Family and Medical Leave under the Family and Medical Leave Act of 1993, as amended.

Employees desiring a Medical/Disability Leave due to pregnancy must provide the Employer (upon knowledge of pregnancy) with a physician's statement indicating (1) fitness to perform, (2) expected due date. The employee may use accumulated sick days and vacation days. Requests for Disability Leave due to pregnancy must be submitted to the Office of Employee Relations twenty (20) working days prior to the effective date of the leave. Medical/Disability Leave due to pregnancy may be granted for a period up to 120 calendar days.

The Employer reserves the right to have the College physician verify the disability.

Disability leaves granted by the College are without pay and without fringe benefits, except that hospitalization and life insurance will be continued by the Employer until the employee is eligible for long term disability. However, the employee may continue optional life insurance in effect by paying such premiums to the College.

Fifteen (15) days prior to the expiration of the Disability Leave and return to active status the employee will provide satisfactory evidence of fitness to perform from his/her physician. Should the employee not return to active status upon expiration of his/her leave his/her employment with the College will terminate.

B. **Prolonged Illness in Immediate Family**

After an employee has used his/her accumulated sick days, application may be made for Prolonged Illness in Immediate Family Leave. Upon certification by a physician an Illness in Immediate Family Leave may be granted for periods up to one (1) year. A physician's statement may be requested at each ninety (90) day interval and reviewed by the College. An employee's position will be held open for him/her while he/she is on Illness in Immediate Family Leave provided he/she has completed five (5) years of continuous service with the College, unless mutually agreed otherwise in writing. Illness in Immediate Family Leaves shall be granted without loss of seniority for a period of one (1) year and may be extended for like cause. A temporary employee may be hired to fill the vacancy created.

Should the employee desire to return to active employment status prior to the ending date of the leave he/she will submit notification to the Office of Employee Relations fifteen (15) working days prior to return date.

The employee may continue his/her life insurance and hospitalization coverage by paying the premium costs to the College during his/her leave period.

C. **Sick Bank**

The Board shall establish a sick bank on the effective date of this Master agreement and annually thereafter by applying the following formula. Days in the bank shall be computed by multiplying twenty-four (24) hours times the number of members of the bargaining unit as of the effective date of this Master Agreement. Sick bank days shall be accumulated during the life of this Master Agreement.

In the event that there is an increase or decrease in the membership of the unit, the sick bank days shall be adjusted proportionally.

Upon application for sick bank days, qualifications for use of the sick bank shall be governed by the following:

1. Employee must be absent fifteen (15) consecutive working days and have exhausted all accumulated personal Sick Leave available for his/her use.
2. Sick bank days shall begin after fifteen (15) consecutive working days of absence and the employee shall receive sick bank days for each working day until ninety (90) calendar days have elapsed and long term disability is applicable.
3. An employee returning to active status following an illness or a medical/disability leave is not eligible to use vacation leave days for a period of time equal to the length of the absence up to a maximum of ninety (90) days.

A sick bank committee shall be established to administer the bank. The committee shall consist of two (2) members selected by the bargaining unit members and one (1) member appointed by the President. At such times as the sick bank committee awards time to an employee, such notification (stating total number of hours and the beginning and ending dates) shall be submitted to the Office of Human Resources Management and the Payroll Office.

10.11 LEAVE FOR PUBLIC OR UNION SERVICE

Leaves of Absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority for the purpose of serving in any elected or appointed position public or union.

10.12 LEAVE FOR UNION BUSINESS

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions. The College will provide a maximum of six (6) days per year, accumulative to a maximum of twelve (12) days.

10.14 LEAVE OF ABSENCE FOR EDUCATION

Upon application from the employee to his/her supervisor, and approved by the President or his/her designee, a Leave of Absence for Education may be granted without pay and without fringe benefits for a period not to exceed one hundred twenty (120) calendar days in any one (1) calendar year.

An employee, while on a Leave of Absence for Education, may continue his/her hospitalization and life insurance coverage by paying such premiums to the College.

Leaves of Absence for Education shall be granted without loss of seniority. An employee who fails to return to active employment status at the conclusion of his/her Leave of Absence for Education shall lose his/her seniority and his/her employment shall be terminated.

10.20 SICK LEAVE

All members covered by this Agreement shall accumulate one (1) Sick Leave day per month with unlimited accumulation. An employee while on Sick Leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

An employee who is ill and wishes to receive these sick leave benefits must notify the Employer (supervisor) at least one-half (1/2) hour before he/she is required to report for duty that day. Should a physician's statement of disability be on record in the Plant Operations Office, the daily notification is not necessary. In case of emergency, exceptions to this time limitation will be made. The Director shall be responsible for establishing a reporting procedure.

10.30 PERSONAL LEAVE DAYS

An employee shall be entitled to use three (3) work days per contract year as Personal Business Leave Days; such Personal Leave Days shall be with pay and must be requested in writing two (2) work days prior to the Personal Leave Day. one (1) hour shall be the minimum number of hours approved. Personal Business Leave Days shall not be granted on days immediately preceding or following a holiday or a scheduled vacation leave. Emergency absences must be reported to the College as soon as possible after the emergency is known. The Personal Leave Days are non-accumulative.

10.40 FUNERAL LEAVE

An employee shall be allowed five (5) days funeral leave for the death of a spouse, mother, father, brother, sister, son or daughter. The five (5) funeral leave days shall be used on consecutive work days.

An employee shall be allowed three (3) days funeral leave for the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grand children, aunt, uncle, or a member of the employee's household, for the purpose of attending funeral or making necessary arrangements.

Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) Funeral Leave day with pay, not to be deducted from sick leave. The Chapter chairperson or his/her representative, shall be allowed one (1) Funeral Leave day in the event of a death of a member of the Union, who is a member of the College, for the exclusive purpose of attending the funeral.

Employees may request use of other leave time in connection with funeral leave.

10.50 JURY DUTY

An employee who serves on Jury Duty or is subpoenaed as a witness in a court case will continue to receive his/her regular pay from the College. All pay received by the employee for Jury Duty will be turned over to the College, except the employee shall retain monies received from the Court for mileage.

If an employee is scheduled to work and is summoned for jury duty he/she shall be permitted one (1) hour of paid release time just prior to the designated reporting time listed on the Court Summons.

SECTION 11.00

11.10 RATES FOR NEW JOBS

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to the grievance procedure.

11.20 RATES BASED ON MARKET DEMAND

If the Employer determines that, because of market demands, it would be unable to fill a position at the grade and pay rate specified for that position, the Employer may pay a "market rate" for that position, provided it first gives notice to the Union regarding the proposed rate of pay.

SECTION 12.00

12.10 HOLIDAY PROVISIONS

- A. The paid holidays are designated as:
- Floating Holiday
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Martin Luther King Holiday
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - Day before or after Christmas as determined by management
 - Christmas Day
 - Day before New Year's Day
 - New Year's Day

-Four (4) hours on State and National Election days, including Primaries (the four hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours.)

-Two (2) additional days during the Christmas season as determined by management Employees will be paid their current rate based on eight (8) hours per day for said holidays.

- D. **FLOATING HOLIDAY** Floating holidays shall be mutually scheduled by the supervisor and employee based on departmental needs and priorities.

12.20 **VACATION - ELIGIBILITY**

An employee will earn credits toward vacation with pay in accordance with the following schedule:

1 through 2 years - 13 days per year
3 through 5 years - 16 days per year
6 through 14 years - 19 days per year
15 years and over - 20 days per year

12.21 **Vacation Period**

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and the efficient operation of the department concerned.

Request for approval of Vacation Day Leaves must be submitted to the supervisor at least two (2) working days prior to the first day of the leave. Employees requesting Vacation Leave will be notified of approval at least five (5) working days after submission of request, if the request is submitted at least thirty (30) days prior to the beginning of the Vacation Leave. With under thirty (30) days notification vacation approval shall be returned to the employee within a reasonable amount of time.

- B. When a holiday is observed by the Employer during a scheduled Vacation, the Vacation will be extended one (1) day continuous with the Vacation.
- C. A Vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her Vacation will be re scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of Vacation.
- E. Vacation times shall be accumulated and determined annually and recorded as of June 30, by the Office of Human Resources Management, and shall be used by the employee within the twelve (12) months immediately following the June 30 determination, unless the employee decides to carry over part of his/her vacation time into the next year. An employee may carry over as much as five (5) days provided that notice is given to the Office of Human Resources Management by May 1.

12.22 **Pay Advance**

- A. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation, provided he/she makes a written request to the Payroll Office two (2) weeks prior to going on vacation. Should an employee change his/her

vacation, he/she must make a request for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

- B. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.

12.23 Rate During Vacation

Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

SECTION 13.00

13.10 WORKING HOURS - SHIFT PREMIUM AND HOURS

- A. All shifts shall be eight and one-half (8 ½) hours for all employees with a lunch period of one-half (1/2) hour for all employees, except for those in the Powerhouse and Journey Electrician. Powerhouse and Journey Electrician shifts shall be eight (8) hours, with lunch period included in the shift.. Employees with lunch included in their shift must remain on campus.
- B. The first shift is any shift that regularly starts on or after 6:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m., but before 9:00 p.m. Third shift is any shift that regularly starts on or after 9:00 p.m., but before 6:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.
- C. The regular full working day shall consist of eight (8) hours per day. The work week shall be considered as Monday through Friday.
- D. Employees may take a fifteen (15) minute "coffee break" in the a.m. and also in the p.m., or the first and second half of their regular shift whichever may apply.
- E. All regular second shift employees shall receive twenty-five cents (\$.25) per hour above their base rate. All regular third shift employees shall receive thirty cents (\$.30) per hour above their base rate.
- F. Tuesday - Saturday Schedule - Notwithstanding the provisions of Article 13.20 (Overtime), the College shall be authorized to schedule five (5) custodial positions, three (3) maintenance positions, and two (2) Powerhouse positions on a Tuesday through Saturday regular work week schedule. Positions scheduled on a Tuesday through Saturday regular forty (40) hour work week shall not receive overtime for Saturday work as such.

Members of the unit hired prior to December 1, 1987, shall not be required to accept a Tuesday through Saturday regular work schedule except as they may volunteer.

- G. Sunday - Thursday Schedule - Notwithstanding the provisions of Article 13.20 (Overtime), the College shall be authorized to schedule two (2) custodial positions, two (2) grounds maintenance, two building maintenance, two (2) plant services, and two (2) mechanical systems positions on a Sunday through Thursday regular work week schedule. Positions scheduled on a Sunday through Thursday regular forty (40) hour work week shall not receive overtime for Sunday work as such. Employees working this schedule will receive double time for overtime worked on Saturday.

Members of the unit hired prior to December 1, 1997, shall not be required to accept a Sunday through Thursday regular work schedule except as they may volunteer.

- H. The number of hours any employee works shall be determined by the use of a time card. Only the employee to whom the time card is issued may punch the card. The time card shall be the official record used to compute regular and overtime pay.
- I. Employees are expected to be at their work station and ready to begin work at their established shift start time. Should an emergency prevent the employee from being at work on time the Employer will not impose a penalty of tardiness in written or oral disciplinary form for incidents up to and including five (5) minutes beyond the designated start time, unless a pattern of such behavior has been established. An employee tardy six (6) minutes or more may apply emergency personal business leave time in increments of fifteen (15) minutes. Any established pattern of tardiness shall result in appropriate disciplinary action.
- J. Notwithstanding the provisions of Sections 13.10 Working Hours-Shift Premium and Hours and 13.20 Overtime of the Agreement, the parties agree that members of the Custodians bargaining unit may be assigned to work a four-day work week consisting of four ten-hour days, during the months beginning April 1 and ending on October 31. Overtime will be paid for any hours worked over ten hours in one day or forty hours in one week. Sick days, personal business days and vacation days will be charged as ten hours for each leave day used. Shifts shall be posted.

If a holiday falls on a scheduled day off, the employee is entitled to eight hours of holiday leave to be arranged with the employee's supervisor. In any week in which the employee receives eight hours leave for a holiday, the employee shall be scheduled to work two additional hours to bring their total scheduled hours to forty hours for the week.

13.20 OVERTIME

- A. Time and One-Half - If an employee is requested to work Overtime the Overtime pay shall be at the rate of time and one-half (1 1/2) times the employee's regular hourly rate as stated in Appendix B. Time and one-half (1 1/2) shall be paid for all hours over eight (8) in one day and all hours over forty (40) during the regular work week, and-for Saturday.
- B. Double Time - Excluding all forms of premium pay, double time shall be paid as follows:
 - 1. For all hours worked on Sunday.
 - 2. For all hours worked on holidays as defined in this Agreement in addition to holiday pay.

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

C. **Overtime Recall Pay** - Any employee re-called for Overtime duty shall be guaranteed at least two (2) hours of pay at the rate of time and one-half (1 1/2), provided that there has been a lapse time of at least one (1) hour between the employee's assigned shift and the Overtime assignment. The terms of this section shall not apply when the Overtime is continuous with the beginning or ending of a work shift.

D. **Overtime Eligibility List** - Overtime hours shall be divided as equally as possible among employees in the same department. An up-to-date list showing Overtime hours will be posted weekly in each department. Whenever Overtime is requested, the person with the least number of Overtime hours in that department (cost center) will be called first and so on down the list in an attempt to equalize the Overtime hours. Except that when specialized work needs to be performed, the specialized work shall be offered to the employee with the least number of overtime hours in that cost center who has demonstrated through past performance and/or training that he/she has the skills to perform that work will be called first and so on down the list.

New employees, employees returning from sick leave or other leaves over ten (10) work days, excluding vacation, in the department shall be placed at the bottom of the list of employees eligible to work Overtime.

E. **Overtime Charged Time** - For purposes of this Section, overtime not worked because the employee was unavailable or did not choose to work, will be charged twice the number of overtime hours that he/she was requested to work. Employees who are notified after Wednesday of scheduled overtime for weekends or holidays and who refuse such overtime will be charged the number of overtime hours they were requested to work. An employee will not be charged for overtime refused if he/she is on vacation, personal business or illness leave for at least four hours the day of, or the day before, or has a scheduled vacation or personal leave day the day after overtime is scheduled nor will they be eligible for overtime until all other eligible employees have been offered overtime. No employee will be charged for not working during an Emergency Closing period nor will they be charged for overtime not worked unless direct face to face or direct telephone or radio contact was made by the employer with the employee. Employees who work overtime will be charged for the number of hours they work except for overtime worked during periods when the College has announced an Emergency Closing.

Overtime hours will be computed from December 1 through December 1 each year. Excess Overtime hours will be carried over each year and are subject to review at the end of each period.

F. **Notice of Required Overtime** - If possible, an employee required to work Overtime on weekends (Saturday, Sunday, or Monday) shall be notified no later than Wednesday of the week prior to the Overtime being worked. Powerhouse employees may be required to work Overtime on Saturdays, Sundays or holidays.

- G. **Incentive Pay** - Any employee who is called in or asked to work prior to the employee's regular shift shall be paid incentive pay of one and one-half (1 ½) times the employee's base rate. Incentive pay shall not be pyramided, compounded, or paid twice for the same hours worked. To receive incentive pay, the employees must work until the end of their regular shift or must use their own paid leave time to complete their scheduled shift.

13.30 EMERGENCY CLOSING

The members of the bargaining unit shall suffer no loss of base pay in the event the College is closed due to an "emergency closing" or "delayed opening". "Emergency Closing" shall be defined as those instances when it has been determined by the college that there is a direct threat to the health, safety and well-being of employees and the college has been closed. An "emergency closing" differs from a "delayed opening" or the "cancellation of classes." Employees required to work during Emergency Closings shall be paid double the employees hourly rate for all hours worked in such situation.

*department shall be defined as those employees assigned to the same cost center.

SECTION 14.00

14.10 COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. All benefits for members of the bargaining unit working less than the normal work week shall accrue on a pro rata basis.

SECTION 15.00

15.00 FLEXIBLE BENEFITS PLAN

The insurance and benefits listed below (15.10 Life Insurance, 15.20 Health Insurance, 15.30 Long Term Disability, 15.50 Dental Insurance, and 15.60 Employee Reimbursement) shall be incorporated in the flexible benefits plan menu outlined below.

15.10 LIFE INSURANCE COVERAGE OPTIONS

Opt Plan Description

- I The Board of Trustees will provide life insurance for each employee. The insurance shall become effective on the date of hire and terminate at retirement or other termination of employment. Amount of insurance shall be one (1X) times the annual base pay to the nearest thousand.
- II Option Up life insurance with rebate dollars or employee contribution to 2x or 3x base salary average for life insurance coverage.
- III DEPENDENT LIFE INSURANCE: Option to purchase dependent life insurance in accordance with the underwriter's policy. Said insurance shall be at no cost to the College.

15.20 HEALTH INSURANCE COVERAGE OPTIONS

Opt Plan Description

- I The Board of Trustees will provide Health Insurance for each full-time, 40 hours per week employee, and eligible members of his/her immediate family equivalent to Blue Cross/Blue Shield PSG.

Plan recipients shall be required to pay an annual \$100.00 deductible for individuals or an annual \$200.00 deductible for full family coverage under the master medical plan. Co-payment shall be 80/20 under the master medical plan. Second opinions shall be required on all surgical procedures in accord with the carrier's requirements.
- II Health Insurance equivalent to Option I plus Vision Rider.
- III Health Insurance equivalent to Option I with a comprehensive deductible of \$250.00/\$500.00 (single subscriber/full family). Employee entitled to \$300.00 rebate.
- IV Health Insurance equivalent to Option I with a comprehensive deductible of \$500.00/\$1000.00 (single subscriber/full family). Employee entitled to \$500.00 rebate.
- V HMO Insurance (McAuley Plan or M-Care Plan) In the event that monthly premiums for HMO plans are greater than those for the basic Blue Cross/Blue Shield Plan, the employee shall be responsible for payment of one half (1/2) the difference in monthly premium costs. Payments shall be made through bi-weekly payroll deduction.
- VI Option Out of coverage provided that proof of coverage provided by spouse or some other means. Employee is entitled to \$1,500.00 rebate.

15.30 LONG TERM DISABILITY INSURANCE COVERAGE OPTION

Opt Plan Description

- I The board shall provide each permanent employee with Long Term Disability insurance (L.T.D.) in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be \$3,000.00 The minimum monthly benefit shall be the greater of \$50.00 or 10% of the monthly benefit before deductions for other income benefits. The insurance elimination period for employees shall be ninety (90) days. All sick leave benefits shall end when Long Term Disability benefits are applicable to the employee.

15.40 DENTAL INSURANCE COVERAGE OPTIONS

Opt Plan Description

- I Effective June 1, 1982, the Board shall provide Dental Insurance equivalent to MESSA plan E, with orthodontic rider 07, for all members of the bargaining unit and their eligible dependents.
- II Dental Insurance equivalent to Option I with 50-50-50-50 co-pay option. Employee entitled to \$75.00 cash rebate.
- III Option out of coverage. Employee entitled to \$150.00 cash rebate.

15.50 EMPLOYEE REIMBURSEMENT OPTIONS

Opt Plan Description

- I Employees may voluntarily elect to contribute to an employee reimbursement account and pay for dependent care expenses with pre-tax dollars under this plan. The maximum account amount is \$5,000.00 per subscriber per year.
- II Employees may voluntarily elect to contribute to an employee reimbursement account and pay for unreimbursed medical expenses with pre-tax dollars under this plan. The maximum account amount is \$7,000.00 per subscriber per year.

SECTION 16.00

16.10 WORKER'S COMPENSATION (ON-THE-JOB INJURY)

Each employee shall be covered by the applicable Worker's Compensation laws. In the event an employee is determined eligible for Worker's Compensation by the carrier, the Board agrees to continue the payment of the employee's regular base pay after the seventh (7th) day of disability until such time that the insurance underwriter issues checks directly to the employee. The Board further agrees that an employee being eligible for Worker's Compensation will receive fringe benefits for a period up to ninety (90) days.

The Board agrees to hold open the employee's position or its equivalent for a period of one (1) year. If the employee is certified by the College's physician to return to active employment, the employee shall be allowed to return to his/her former position without prejudice. In any event, there shall be no requirement to continue the employment of the employee if the employee is unable to return to work within one (1) year.

16.20 MISCELLANEOUS

- A. Employees who work less than forty (40) hours, but more than twenty (20) hours on a regularly scheduled basis shall receive hospitalization and life insurance on a pro rata basis.
- B. Employees shall not be used to investigate and/or search for any sabotage of College property.
- C. Reimbursement for all authorized travel by private vehicle shall be the maximum established IRS standard for cents per mile of travel by privately owned vehicle. Cents per mile shall be adjusted when the College receives written notification from the IRS of such change.
- D. Part-time employees shall be kept to a minimum. The Employer retains the right to employ part-time employees on an emergency basis or to fit necessary work schedules.
- E. The Employer shall provide the equipment, tools and all safety equipment normally required to perform work assigned.
- F. A custodian shall be present for all public meetings as required by the College Building Use Regulations.
- G. Pay checks shall be available for third shift employees before the end of their shift.
- H. employees may, by executing as required the proper form as provided by the Board, have automatic payroll deduction for the following:
 - Union Dues
 - Government Savings Bonds
 - Credit Union
 - Group Life Insurance
 - College Sponsored TSA'S
 - United Way
 - WCC Foundation
- I. Tuition Grants -Tuition grants shall be paid by the College for full-time employees, their spouses and their dependent children (as defined by I.R.S. standards) who attend Washtenaw Community College.

16.30 UNION BULLETIN BOARDS

The Employer will provide a bulletin board in mutually agreed upon locations which may be used by the Union for posting notices of the following types

- (a) Notices of recreational and social events
- (b) Notices of elections
- (c) Notices of results of elections
- (d) Notices of meetings

16.40 CONTRARY TO LAW PROVISION I

If any provision of this Agreement or any application of this Agreement to any unit member should be determined to be contrary to law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Should the law be changed or modified so that the provision is no longer contrary to law, then the provision shall be effective from the date of that change or modification.

SECTION 17.00

17.10 LONGEVITY

An employee completing five (5) years of full-time continuous service at the College prior to December 1, shall receive a Longevity payment of \$300 payable the last pay period prior to Christmas.

An employee completing ten (10) years of full-time continuous service at the College prior to December 1, shall receive a Longevity payment of \$400 payable the last pay period prior to Christmas.

An employee completing fifteen (15) years of full-time continuous service at the College prior to December 1, shall receive a Longevity payment of \$500 payable the last pay period prior to Christmas.

Effective December 1, 1990

Fifteen (15) years	- \$600
Twenty plus (20+) years	- \$700

17.20 APPENDIXES

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

- Appendix A Classifications
- Appendix B Rates of Pay

SECTION 18.00

18.10 TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 11, 2000.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, or sixty (60) days written notice prior to current year's termination date.
- C. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

18.11 NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to Lansing, Michigan; and if to the Employer, addressed, Ann Arbor, Michigan, or to any such address as the Union or the Employer may make available to each other.

APPENDIX A

CLASSIFICATIONS

Classifications shall be:

Classification Grade Level	JOB TITLE
20	Custodian, Building Maintenance Worker I
21	Mail person, Warehouse Worker, Distribution Worker, Custodian/Firing Range, Custodian/Equipment Repair
22	Building Maintenance Worker II, Building Maintenance Worker/Plumber, Tool Crib Attendant, Grounds Maintenance Worker I, Electrical Technician, Building Maintenance/Pesticide, Maintenance Mechanic, Heavy Equipment Operator/Power Equipment, Telecommunication Technician, Grounds Maintenance/Pesticide, Maintenance Carpenter
23	No Jobs Assigned.
24	Mechanical Systems Technician I, Journeyman Carpenter
25	Mechanical Systems Technician II, Mechanical Systems Technician/Refrigeration
26	No Jobs Assigned
27	Journeyman Electrician

APPENDIX B
RATES OF PAY

Classification		Min
Grade Level	Job Title	Wage
20	Custodian, Building Maintenance Worker I	\$11.22
21	Mail person, Warehouse Worker, Distribution Worker, Custodian/Firing Range, Custodian/Equipment Repair	\$12.00
22	Building Maintenance Worker II, Building Maintenance Worker/Plumber, Tool Crib Attendant Grounds Maintenance Worker I, Electrical Technician, Building Maintenance/Pesticide, Maintenance Mechanic Heavy Equipment Operator/Power Equipment Telecommunication Technician, Grounds Maintenance/Pesticide, Maintenance Carpenter	\$13.00
24	Mechanical Systems Technician I, Journeyperson Carpenter	\$15.00
25	Mechanical Systems Technician II, Mechanical Systems Technician/Refrigeration	TBD
27	Journeyperson Electrician	\$17.00

All unit members shall be classified within one of the above wage classifications.

PROBATIONARY RATES:

Probationary rates shall be thirty cents (\$.30) per hour less than the minimum hourly rate of the classification to which the employee is assigned.

WAGE INCREASES:

Each employee, each year of the contract.

Wage Increase 1997:

All members of the unit employed on or before December 12, 1997 shall be placed at the appropriate wage range minimum or receive a 3% increase, which ever is greater, effective December 12, 1997.

Wage Increase 1998:

All members of the unit employed on or before December 12, 1998 shall receive a base wage increase of 3.0% effective December 12, 1998.

Wage Increase 1999:

All members of the unit employed on or before December 12, 1999 shall receive a base wage increase of 3.0%, effective December 12, 1999.

APPENDIX C

WASHTENAW COMMUNITY COLLEGE

LETTER OF UNDERSTANDING

Between

Washtenaw Community College

And

The Custodial/Maintenance Union

To implement Section 8.40, the Employer agrees to provide the Union with a listing of all Substitute, Seasonal, Part-Time and Temporary Assignment employees indicating the employees name and date of assignment to a specific category.

Such notice shall be updated monthly and posted in each department for reference.

FOR THE CUSTODIAL UNION

FOR THE COLLEGE

Clarence Burgen
Chairperson, Custodians' Chapter

Harry J. Kenschuh
Vice President, Admin. & Finance

Date: 6/6/95_____

Date: _____

seas_ltr.doc/rar

Letter of Agreement

Between

Washtenaw Community College

and the

Washtenaw Community College Custodians Chapter

Pursuant to discussions held during collective bargaining, the undersigned parties agree to discuss any additional concerns of the bargaining unit regarding classifications other than custodial relative to Article 13.20 Overtime of the Custodial Union Agreement. These discussions shall take place through the Quarterly Meetings. Any agreements reached in these discussions will be reduced to writing in a letter of agreement.

FOR THE COLLEGE

FOR THE UNION

Harry J. Kenschuh
Vice President Administration and Finance

Clarence Burgen
Custodians Chapter Chair

Date: 6/6/95

Date: 6/6/95

MEMORANDUM OF UNDERSTANDING
between the
WASHTENAW COMMUNITY COLLEGE CUSTODIANS UNION
and the
WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

The College and the Union have discussed the need to provide a training period greater than the four (4) week trial period for certain job classifications. The longer training period is to give the individual an opportunity to be successful in acquiring specialized skills.

The new position being established in the Powerhouse required specialized skill the College is willing to provide a 120 work day training period.

The conditions of employment during the 120 work day training period for those transferred or promoted from within the College and new employees will be as follows:

- I. Conditions of employment during the 120 work day training period for transferred or promoted employees.
 - A. Salary for the training period shall be according to the Master Agreement
 - B. Seniority shall continue to accumulate.
 - C. Union dues shall be collected according to the Master Agreement.
 - D. During the training period, the employee shall have the opportunity to revert back to his/her former classification.
 - E. If during the training period the College determines that the employee is not making satisfactory progress or his/her performance is unsatisfactory, the College shall give written notice to the Union and the employee. The employee shall be given the opportunity to accept a position in his/her former classification.
 - F. During the 120 work day training period, the employee shall not be entitled to overtime.
 - G. The employee who participates in a training period will be required to work the day shift.
- II. Conditions of employment during the 120 work day training/probationary period for new employees.
 - A. Salary for the training/probationary period shall be according to the Master Agreement.
 - B. Seniority rank shall be counted from the 120th work day prior to the date he/she completed the probationary period. There shall be no seniority among probationary employees.
 - C. Contribution to Union dues or service fee shall begin 120 work days following the beginning of employment in the unit.
 - D. During the 120 work day training/probationary period, the employee shall be subject to the employment conditions of Section 6.10 B of the Master Agreement.

- E. The employee shall not be entitled to overtime during the training/probationary period.
- F. The new employee who participates in the training period will be required to work the day shift.

Harry J. Kenschuh
Personnel Manager

Willie Woods,
Chapter Chair

FOR THE COLLEGE

FOR THE WASHTENAW COMMUNITY COLLEGE
CUSTODIANS UNION

3/15/76
Date

3/8/76
Date

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

And

**WASHTENAW COMMUNITY COLLEGE CUSTODIANS CHAPTER
OF LOCAL 1921**

The Union has filed a unit clarification action, MERC Case No. UC 97 E-21, seeking to include the positions of journey person electrician, master electrician, and journey person carpenter in the bargaining unit. The parties wish to settle this action on the following terms:

1. The Administration agrees that, notwithstanding Section 1.20 of the Agreement, the position of journey person electrician may be included in the bargaining unit. There are currently no job positions at the College for a master electrician or journey person carpenter.
2. The Administration further agrees that, should the Administration decide to create job positions for journey person carpenter, master electrician or any of the skilled trades, these positions will be included in the bargaining unit.
3. The Union agrees that the Administration may establish classification, pay, and benefit structures for these positions. The Union waives its right under Section 11.10 of the Agreement to grieve the Administration's determination of classification, pay, and benefit structures for these positions.

This action constitutes the entire agreement between the parties and it shall not be considered precedent setting in any way.

FOR THE UNION

FOR THE COLLEGE

Clarence Burgen, Chapter Chair
Custodian/Maintenance Union

Robert A. Reeves
Assoc. Vice President, HRM

Date: _____

Date: _____

7/22/97

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

And

**WASHTENAW COMMUNITY COLLEGE CUSTODIANS CHAPTER
OF LOCAL 1921**

The undersigned parties agree that unit members who receive notices of pay docks due to insufficient leave time may be allowed to substitute paid time off (other than sick time) if the substitution is made prior to the actual absence. Notification of the leave and the substitution must be submitted in writing to the Office of Human Resource Management prior to the scheduled absence.

This action constitutes the entire agreement between the parties and it shall not be considered precedent setting in any way.

FOR THE UNION

FOR THE COLLEGE

Mark Szentmiklosi, Chapter Chair
Custodian/Maintenance Union

Robert A. Reeves
Assoc. Vice President, HRM

Date: _____

Date: _____

12/16/1997

LETTER OF UNDERSTANDING

Between

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

And

WASHTENAW COMMUNITY COLLEGE CUSTODIANS CHAPTER
OF LOCAL 1921

Notwithstanding the provisions of Section 8.40 Substitute and Seasonal Employees and Temporary Assignments of the Agreement, the parties agree that the Administration may employ "Bond 1-related" temporary full-time employees to fill the following positions: one electrician's helper, two warehouse workers, one mail person. It is understood that these positions are not bargaining unit positions. These positions are related to work created by the efforts associated with Bond 1, and that they will continue only so long as the need exists. Although they may end sooner, these positions will end no later than June 30, 1998.

These temporary positions will be subject to the following conditions:

1. Employees filling these positions will be subject to the terms and conditions of the Agreement and entitled to its benefits, except that there will be no continuing employment rights with regard to that position and except as specified below.
2. Current members of the bargaining unit will have the right to bid on the temporary positions.
3. Current members of the bargaining unit who take such a position will retain their seniority rights, and seniority will continue to accrue during the time the unit member is in the temporary position.
4. If a member of the bargaining unit takes a temporary position, that member's bargaining unit position will be held for him/her until June 30, 1998. The held bargaining unit position may be temporarily filled by a person hired from outside the unit, who will be subject to the conditions specified below.
5. Persons hired from outside the unit to fill these temporary positions or to fill the positions of unit members who take the temporary positions will not accrue seniority rights.
6. Persons hired from outside the unit to fill these temporary positions or to fill the positions of unit members who take the temporary positions will not be required to pay the representation fee unless the position is continued after June 30, 1998.

7. Persons hired from outside the unit to fill these temporary positions or to fill the positions of unit members who take the temporary positions will not be allowed to work overtime if qualified members of the unit are available and ready to work.

This action constitutes the entire agreement between the parties and it shall not be considered precedent setting in any way.

FOR THE UNION

FOR THE COLLEGE

Clarence Burgen, Chapter Chair

Custodian/Maintenance Union

Date: _____

4/12/97

Robert A. Reeves
Assoc. Vice President, HRM

Date: _____

LETTER OF UNDERSTANDING

Between The

**WASHTENAW COMMUNITY COLLEGE
CUSTODIANS CHAPTER OF LOCAL 1921**

And The

WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

The undersigned parties mutually agree that the College shall pay a sum of \$225.00 to the Union to cover the cost of lost union dues for the period of February 1994 through May 1995. This letter of agreement shall constitute the complete resolution of the Grievance, A2460 1921 94/Union Gr. /Part-time Locksmith. The College agrees to employ part-time locksmiths for less than twenty (20) hours per week except as provided for in Section 8.40 Substitute and Seasonal Employees and Temporary Assignments of the Agreement. The College further agrees that in the event a full-time locksmith position is created, it shall be placed in the Custodians bargaining unit. The Union agrees to withdraw its grievance and pending arbitration on the said matter.

FOR THE UNION:

FOR THE COLLEGE:

Clarence Burgen, Chapter Chair
Custodians Union

Robert A. Reeves, Associate Vice President
Human Resources

Date: _____

Date: _____

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Letter of Agreement

Between

Washtenaw Community College

and the

Washtenaw Community College Custodians Chapter

Notwithstanding the provisions of Article 13.20 Overtime of the Custodial Union Agreement, the undersigned parties mutually agree that Tool Crib Attendants may be mutually scheduled over a maximum period of fourteen (14) hours per day. However, in no case shall a tool crib attendant be required to work more than four (4) such days in a work week. In these instances, all hours worked over eight (8) hours in a day shall be at the employee's regular rate of pay. There shall be no overtime pay. However, overtime shall be paid for all hours worked over forty (40) hours within the work week.

The parties have entered into to this letter of agreement to accommodate the needs of students. This action shall not be considered precedent setting in any way.

The duration of this agreement shall be for the Fall, Winter, and Spring/Summer Terms.

FOR THE COLLEGE

Robert A Reeves,
Assoc. VP HRM

Date: 1/28/97

FOR THE UNION

Clarence Burgen
Custodians Chapter Chair

Date: 1/29/97

EXHIBIT "A"

AUTHORIZATION FOR DUES DEDUCTION

To: _____
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
or
- An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: PLEASE PRINT

FIRST NAME															INITIAL	
LAST NAME																
STREET NUMBER					STREET NAME AND DIRECTION											
CITY															ZIP CODE	
AREA CODE			TELEPHONE					CLASSIFICATION								

SIGNATURE

EMPLOYER'S COPY

DATE

This Agreement shall become effective December 12, 1997.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of December 12, 1997.

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO**

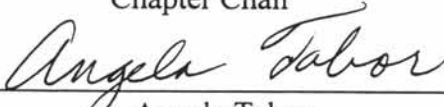
**WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES**



Mark Szentmiklosi
Chapter Chair



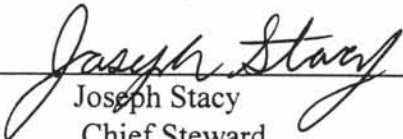
R. Griffith McDonald
Chair




Angela Tabor
A.F.S.C.M.E. Council #25
Staff Representative




Diana McKnight-Morton
Secretary




Joseph Stacy
Chief Steward




Sarah J. Stitt
Chief Negotiator



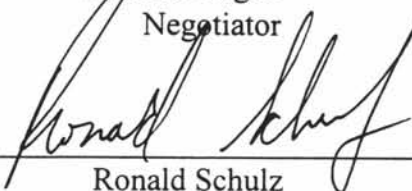
Terrence Reeves
Negotiator



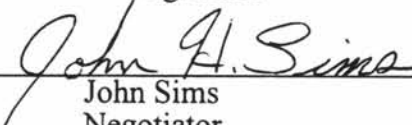
Robert A. Reeves,
Assoc. Vice President, Human Resource
Management



Patricia Burgen
Negotiator



Ronald Schulz
Negotiator



John Sims
Negotiator

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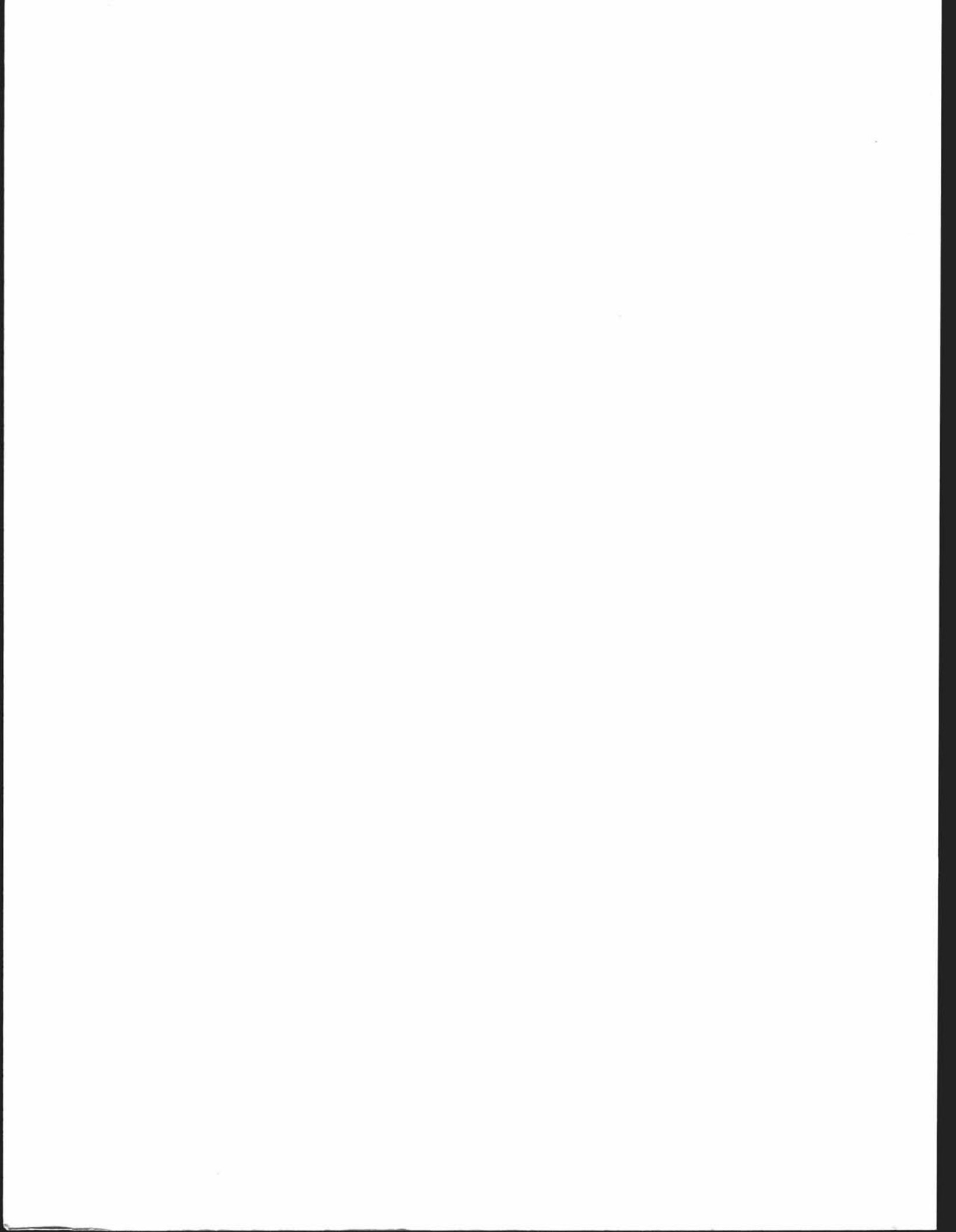
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WASHTENAW COMMUNITY COLLEGE
ADA/EEO/TITLE IX/SECTION 504 STATEMENT

Washtenaw Community College does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, height, weight, marital status, or veteran status in provision of its educational opportunities or employment opportunities and benefits. WCC is committed to compliance in all of its activities and services with the requirements of Title IX of the Education Amendments of 1972, Public Act 453, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 as amended, and Public Act 220, and the Americans with Disabilities Act of 1990.

Inquiries concerning programs and services under Title IX, Section 504, and the Americans with Disabilities Act should be directed to the Office of the Dean of Student Services. Inquiries regarding compliance in employment should be directed to the Office of Human Resource Management. Inquiries concerning access to facilities should be directed to the Director of Plant Operations.



ADA/EEO/Title IX/Section 504 Compliance Statements

Washtenaw Community College does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, height, weight, marital status or veteran status in provision of its educational programs and services or in employment opportunities and benefits. WCC is committed to compliance in all of its activities and services with the requirements of Title IX of the Educational Amendments of 1972, Public Act 453, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 as amended, Public Act 220, and the Americans with Disabilities Act of 1990.

Inquiries concerning programs and services under Title IX and Section 504, and the Americans with Disabilities Act should be directed to the Office of the Dean of Student Services, Room 225A, Student Center Building, (734) 973-3536. Inquiries regarding compliance in employment should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Business Education Building, (734) 973-3497. Inquiries concerning access to facilities should be directed to the Director of Facilities Development and Operations, Plant Operations Building, (734) 677-5300.

