

6/30/2001

6840

PUBLIC SAFETY OFFICERS

MASTER CONTRACT

July 1, 1999 to June 30, 2001

Mott Community College

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

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This Agreement entered into this 28th day of June, 1999 by and between the Board of Trustees of Charles Stewart Mott Community College, hereinafter called the "Board", and the Service Employees' International Union, AFL-CIO, Local 591, hereinafter called the "Union".

ARTICLE 1

PREAMBLE

- A. WHEREAS the Board and the Union recognize and declare that security, safety & quality service, are necessary to provide a quality environment and education for the students of the Charles Stewart Mott Community College which is their mutual aim and it is the intent and purpose of the parties hereto that this Agreement shall promote and encourage a spirit of confidence and cooperation between the Board and its employees, to establish rates of pay, hours of work and terms and conditions of employment of the Board employees fully described in Appendix A hereof.
- B. IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

DEFINITIONS

- A. Classification and Occupational Levels: The terms classifications and occupational levels shall mean those listed in Appendix A and such others as shall hereafter be adopted by the Board after discussion with the Union.
- B. "Board" and "Union" The terms "Board" and "Union" shall include authorized officers, representatives, agents and employees. Despite reference herein to the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

ARTICLE 3

RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative for all Public Safety Officer personnel of the Charles Stewart Mott Community College Board of Trustees as listed in Appendix A.

ARTICLE 4

EMPLOYEES, UNION AND BOARD RIGHTS

- A. The unit members and the Union, as the exclusive bargaining representative of the unit members, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.
- B. The Board, on its own behalf and on behalf of the electors retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the right to:
1. manage and control its business, its equipment and its operations and direct the working forces and affairs of the entire college;
 2. continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing;
 3. direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and lay-off employees;
 4. determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work;
 5. determine the qualifications of employees;
 6. adopt rules and regulations;
 7. determine the location or relocation of its facilities, including the establishment or relocation's of College buildings, departments, division or sub-divisions and the relocation or closing of officers, departments, divisions or sub-divisions, buildings or other facilities;
 8. determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 9. determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

- C. 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.
- D. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees unless the same has been executed in writing between the College and the Union.
- E. The Board agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the College, adopted budgets and such other information as it may reasonably require, together with such information as may be necessary for the union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union and give the Union the opportunity to meet with either the Financial committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation.
- F. The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, Union membership or activity.

ARTICLE 5

UNION SECURITY AND DEDUCTION OF UNION DUES

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

ARTICLE 6

FUNCTION OF UNION OFFICERS

- A. **Notice of Officers:** The Union shall appoint one (1) chair, one (1) vice-chair and a recording secretary. No representative, regardless of when appointed, shall function as such until the Board's senior Human Resources manager has been notified in writing by the President of the local union, Chairperson of the Unit, or an International Union or council officer of his/her appointment. Notice of the appointment of representatives shall be given at the earliest possible date.
- B. **Representation:** Representatives and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
- C. **Representative's Grievance:** Any representative having an individual grievance in connection with his/her own work may ask that another representative or Union official assist him/her in adjusting the grievance with his/her supervisor.

ARTICLE 7

UNION RELEASE TIME

- A. **Paid Release Time:** The Board has granted to bargaining unit employees one hundred and fifty (150) hours of paid release time with unpaid leave provision as noted in Paragraph B, to be used for contract negotiations and the adjustment of grievances annually. Any hours remaining at the close of the fiscal year shall be forfeited.
- B. **Unpaid Release Time:** Should the release time identified in Paragraph A be exceeded the employee will be paid and the Union will reimburse the Board upon receipt of invoice.
- C. **Release Time Limit (Grievance: Level 1 & 2):** The following rules shall govern the use of the paid release time allowance:
 - The hours of paid release time allowance shall not exceed six (6) hours per week for adjustment of grievances at Level 1 and 2.
- D. **Release Time Limit (Grievance: Level 3 – 5):** Paid release time allowance for contract negotiations and the adjustment of grievances at Levels 3 through 5 shall be unlimited until the paid release time allowance is exhausted. It is recognized that negotiation meetings and the times for grievance hearings are established by mutual agreement.

- E. **Notice to Supervisor:** All time spent during scheduled working hours by representatives shall be charged against the paid release time allowance. Union representatives will give twelve (12) hours advance notice to their supervisor when requesting paid release time off the campus and must also be approved by the local Union President and the supervisor. Supervisor approval will not be withheld unreasonably.
- F. **Union President Approval – Off Campus:** If paid release time off the campus does not have the written approval of the local Union President; such time shall be deducted from the employee's pay.
- G. **Records:** All time spent by a representative who are employees in contract negotiations or adjustment of grievances during scheduled working hours shall be recorded in such manner as shall be required by the Board. A copy of such record shall be given to the Chairperson of the Unit on each regular pay period. Time not recorded shall be unpaid. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief person is provided who is paid time and one-half in which case one and one-half (1 ½) times the hours thus spent shall be charged against the paid-time allowance.
- H. **Release Time Limit – Weekly:** No employee will be allowed to take more than nine (9) hours from his/her regular work schedule per week unless mutually agreed upon by both parties.
- I. **Notice to Supervisor:** Representatives will give two (2) hours advance notice to their supervisor before leaving their work assignment on paid release time. Southern Lakes and/or weekend shifts will require twelve (12) hours of advance notice.

ARTICLE 8

VACANCIES, TRANSFERS AND BID PROCEDURES

- A. **Posting Vacancies:** All permanent vacancies in the bargaining unit shall be posted on the *Human Resources bulletin board* for at least ten (10) calendar days. Any vacancy may be filled on a temporary basis for a period not to exceed ninety (90) calendar days. Postings may be waived by agreement between the Union and the Board in cases of involuntary transfers.
- B. **Transfers:** Transfers, whether voluntary or involuntary, are the change from one job to another within the same classification, grade and at the same rate of pay. Transfer within classification shall be given to the employee with the most classification seniority. Permission to transfer shall not be granted to any employee more often than twice in any twelve (12) month period, except for the good of the College. Involuntary transfers may be made by the Board for the good of the College after discussion of the transfer with the Union. Any transfer ordered by the Board over the objection of the Union may be made the subject of a grievance, but such transfer shall remain in effect for the duration of the grievance.
- C. **Bid Procedures:** Applications (bids) to fill any vacancy or for transfer shall be made in the following manner and no application will be considered which does not meet the following requirements:
1. Each applicant shall fully complete one (1) bid and transfer form provided by the College for each posted vacancy. The bid and transfer form shall be placed in a locked box in a mutually agreed upon location.
 2. All blanks on the outside of the envelope shall be filled in properly & completely. The employee must submit the bid form prior to the deadline fixed for submitting bids.
- D. **Filling Vacancies:** The Board shall place a successful job bidder in the new job within five (5) calendar days of the bid opening, unless Board action is required.
- E. **Return to Former Classification:** In case of a bid withdrawal or a candidate is unsuccessful during the sixty (60) calendar day probationary period the vacancy will go to the next job bidder provided he/she meets all the requirements of the job. An employee who bids and is assigned to a different classification may request, within the probationary period of his/her assignment, to return to a position in his/her former classification.
- F. **Employees Returning to the Bargaining Unit:** Any member of the bargaining unit who is promoted into a position which directly supervises Public Safety employees or is transferred out of the bargaining unit within the College, may elect to return to the bargaining unit or be returned to the bargaining unit by management within one (1) year

from the date of the promotion/transfer out of the bargaining unit. During this one (1) year period, the promoted/transferred employee may return or be returned to his/her former position with a loss of seniority (for the period of time transferred out of the bargaining unit) and at the rate of pay which would have been in effect had the employee not been promoted/transferred. All rights and benefits under the Public Safety contract cease for the promoted/transferred employee after this one (1) year period, except in the case of lay-off the employee may return to the bargaining unit by exercising his/her seniority accumulated prior to the promotion/transfer. Thirty (30) calendar days' notice will be given to all parties by the party requesting the return (inclusive of layoff) unless otherwise agreed by union and the College.

- G. **Temporary Supervisory Assignment:** A bargaining unit employee who was assigned to a temporary position which directly supervises Public Safety employees shall not lose seniority for a period of thirty (30) calendar days, this period may be extended through mutual agreement between the Union and Management.

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ARTICLE 9

SENIORITY

- A. **Unit Seniority:** Unit seniority is length of continuous service in the bargaining unit regardless of classification in which served.
- B. **Classification Seniority:** Classification seniority is length of continuous service within a classification within the bargaining unit.
- C. **Probation:** All employees shall be on probation for the first one-hundred eighty (180) calendar days of their employment, provided that such employment is served in a period of seven (7) consecutive months. Upon completion of the probationary period, such employees shall receive classification and unit seniority credit from the first day worked and shall thereafter accrue such seniority. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason must, on re-employment, serve another period of probation.
- D. **Accrual:** Seniority shall accrue during all paid leaves, Worker's Compensation leaves of one (1) year or less and for the first three (3) months of any health or FMLA leave. Seniority shall accrue for the entire length of a Military leave. Seniority shall not accrue past thirty (30) consecutive calendar days for any other leave.
- E. **Seniority Grandfathering:** All classification and unit seniority acquired by any employee prior to the date of this Agreement shall be retained.
- F. **Classification Merger:** In the event classifications are hereafter merged, each employee shall retain all unit seniority accrued to the date of such merger. Each employee's classification seniority shall, after such merger, be the sum of his/her seniority accruing in each of the merged classifications.
- G. **Tiebreaker:** If, for any reason, more than one person has the same seniority date, a tiebreaker will occur. The tiebreaker will take place in the following manner:
1. Union and Management will agree upon a place, date and time and all affected employees will be notified in writing no less than 24 hours in advance.
 2. A tiebreaker will be done by impartial drawing. Union and Management representatives as well as all affected employees will be present.
 3. The tiebreaker process shall consist of drawing numbers out of a container, with the lowest number drawn establishing precedence for seniority. The total numbers placed in the container will be the number of affected employees plus ten (10).

4. If an affected employee is absent, a union representative shall draw on their behalf.
 5. Once the employee has participated in the tiebreaker process, his/her seniority status shall stand unless affected by another provision of this Agreement.
 6. The results of this drawing will be acknowledged in writing by all present.
- H. **Reassignment – Probationary Period:** Any employee who is promoted or demoted or who is transferred to another classification shall not accrue seniority in the classification to which assigned until he/she has satisfactorily completed a sixty (60) calendar day probationary period. Upon satisfactory completion of such probationary period, he/she shall be given credit for classification seniority from the first day of work in the classification to which he/she has been assigned. Unit seniority shall continue to accrue during such sixty (60) calendar day period.
- I. **Temporary Assignments:** An employee who works in a temporary assignment does not accrue classification seniority in that temporary assignment but continues to accrue classification seniority in his/her regular classification.
- J. **Seniority List Posting:** A seniority list shall be prepared as soon as possible after the date of this Agreement and this list shall be revised, if necessary every six (6) months thereafter. A copy of this list shall be given to the Union and copies shall be posted on the employees' bulletin boards. Each list shall include classification and unit seniority. The employee shall not accrue classification seniority in a temporary position. The seniority date shall be adjusted based on the date of the actual occurrence affecting seniority, not the date that the list is posted.
- K. **Seniority List Challenge:** Each employee shall have the right to challenge the accuracy of the seniority report for himself/herself in the first list posted for a period of sixty (60) calendar days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of thirty (30) calendar days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.
- L. **Loss of Seniority:** All employees shall lose classification and unit seniority when they:
1. Voluntarily quit.
 2. Are discharged.
 3. Are absent from work without notice for three (3) consecutive working days.
 4. Fail to return from approved leaves of absence on or before the appointed time.
 5. Accept other employment during leaves of absence unless specifically provided for by this Agreement.

ARTICLE 10

LAYOFF AND RECALL

- A. **Layoff Procedure:** When any employee within any classification is laid off, the employee with the least unit seniority shall be laid off first.
- B. **Layoff Notice:** A minimum of twenty (20) calendar days will be given for notice of layoffs due to a reduction in staff.
- C. **Displacement:** An employee who has been laid off may, at any time, displace an employee in another classification, if he/she has more unit seniority than the employee to be displaced. The employee is subject to a sixty (60) calendar day probation period, provided they have not served a probationary period in that classification.
- D. **Recall Procedure:** Employees having the most unit seniority will be the first recalled. The employee is subject to a sixty (60) calendar day probation period, provided they have not served a probationary period in that classification.
- E. **Recall/Temporary Assignments:** No job shall be filled, except in case of emergency on a temporary basis, as long as an eligible employee is entitled to be recalled.
- F. **Recall Notice:** Notice of recall shall be given by certified mail with return receipt to the employees last known address by Human Resources. The employee shall report to work no later than ten (10) calendar days after receipt of notice. It shall be the employee's responsibility to inform Human Resources of current address.

ARTICLE 11

WORKING CONDITIONS AND SAFETY

- A. **Safety:** The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to himself/herself, his/her fellow employees and the Board in the prevention of accidents.

Employees acknowledge their responsibility to observe and carry out all safety regulations and laws. These regulations and laws will be reviewed with employees periodically. Violations of such safety rules and regulations may result in discipline up to and including dismissal.

- B. **Safety Devices:** The Board agrees to provide at its own cost, where necessary, surgical gloves, first aid kits, plastic masks for CPR, handcuffs, flashlights, mace, uniforms, full-length raincoats, seasonal coats, jackets, hats and other safety devices as may be determined to be necessary by the safety committee or JLM.

ARTICLE 12

WORK WEEK, SHIFTS AND REST PERIODS

- A. ***Work Week and Shifts:*** Standard work week is seven consecutive calendar days beginning with the 1st shift Sunday through the end of the 3rd shift on the following Saturday. Work shift schedules are as follows:

Eight (8) Hour Shift	Six (6) Hour Shift
1st Shift	1st Shift
6:30 a.m. - 3:00 p.m.	6:30 a.m. - 12:30 p.m.
7:00 a.m. - 3:30 p.m.	7:00 a.m. - 1:00 p.m.
2nd Shift	2nd Shift
2:30 p.m. - 11:00 p.m.	2:30 p.m. - 8:30 p.m.
3:00 p.m. - 11:30 p.m.	3:00 p.m. - 9:00 p.m.
3rd Shift	3rd Shift
10:30 p.m. - 7:00 a.m.	10:30 p.m. - 4:30 a.m.
11:00 p.m. - 7:30 a.m.	11:00 a.m. - 5:00 a.m.

Southern Lakes Campus

Fall – Winter

4:30 p.m. – 10:30 p.m. Monday – Thursday
12:30 p.m. – 6:30 p.m. Friday

Spring – Summer

12:30 p.m. – 6:30 p.m. Monday – Friday

The above shift schedules will prevail except when the college curriculum etc. requires adjustment. Adjustments to shift schedules shall be mutually agreed upon by the Union and College.

- B. ***Unpaid Lunch:*** Employees working an eight (8) hour shift will be granted a ½ hour unpaid lunch period, which will be scheduled approximately midway through the shift.

- C. **Rest Periods:** Each employee scheduled to work an eight (8) hour shift shall be granted a fifteen (15) minute paid rest period during each four (4) continuous hours worked. Each employee scheduled for a six (6) hour shift shall receive one fifteen (15) minute paid rest period. Supervisors will plan work so as to permit rest periods. Employees may not lengthen lunch periods, other rest periods, start work later or leave work earlier because of having missed a rest period.
- D. **On Duty:** Employees shall not leave their assignments on paid time except with the permission of their most available supervisor.
- E. **Time Clock Procedures:** Each employee must punch his/her time card in when he/she arrives for work and out when he/she leaves work.
- F. **Equalization of Hours:** All extra and overtime hours worked will be equalized within the department and scheduling will be handled in accordance with the following guidelines:
- A record will be kept of the number of hours each employee has worked.
 - Low-hour employees shall be asked first when scheduling extra or overtime hours until the required number of employees needed has been schedule.
 - If an attempt has been made to contact an employee on three (3) different occasions the employee will be charged for the hours worked during the period covered by the third attempt.
 - An employee can waive being contacted for additional hours by notifying their immediate Supervisor in writing. This notification will stand until such time that an additional notification is received. Status can only be changed twice in any fiscal year.
 - When an employee refuses work, the employee will be charged with the hours that were refused. The employee who accepts and then fails to report shall be charged with two (2) times the hours that were scheduled to work.
 - The employee is responsible for providing a current telephone number including area code to their immediate supervisor. If the employee does not provide a current telephone number including area code, the College has no obligation to the employee and shall have no basis for a grievance.
 - Supervisors may deviate up to eight (8) hours on the equalization list when scheduling in special circumstances/emergencies.
 - When returning to work from an approved leave of absence, of twenty-three (23) or more calendar days employees will be placed as high-hour employees on the equalization list.

- There is no obligation to offer extra or overtime hours to employees that are scheduled to be off on paid-time during the period that time is available. An employee contacted in this case shall not be charged for refusing hours. The equalization of hours shall be kept on a continuous basis and posted at a mutually agreed upon location every two (2) weeks, with time extensions granted by mutual agreement.

ARTICLE 13

JOINT LABOR MANAGEMENT COMMITTEE (JLM)

- A. **Committee Membership:** Committee membership will consist of up to five (5) representatives from each side. Membership will be determined by the respective parties. If any member cannot be present, they may designate an alternate to attend.
- B. **Quorum:** A quorum is two (2) of the regular members from each side and a local Union Officer if necessary.
- C. **Purpose:** To solve any problems in the labor-management area.
- D. **Meetings:** Either side may bring a problem in to the JLM as long as they notify the other side of the problem at least a week before the meeting, except for emergencies. Either side may bring in a resource person with notice to the other side of at least seventy-two (72) hours. Meetings will be monthly and the date set at the previous meeting. Meetings may be canceled if there is no business.
- E. **Discussions:** The discussions will not be admissible in arbitration or any other judicial or quasi-judicial proceedings.
- F. It is understood that all problems brought to the JLM may not be resolved.
- G. The JLM will attempt to solve problems collaboratively with informal consensus.
- H. The JLM is free to develop its own operating rules.

ARTICLE 14

DISCIPLINE OF EMPLOYEES

- A. It is recognized by the College and the Union that the College may discipline employees by issuing oral and written warnings, reprimands, suspensions and by discharging employees. However, no employee shall be disciplined without just cause, following the progressive discipline concepts outlined in this section of the contract.
- B. The progressive discipline concept utilized by the College shall be as follows:

1. First Offense	Oral Warning (documented)
2. Second Offense	Written Warning
3. Third Offense	Written Reprimand
4. Fourth Offense	Documented and two (2) day suspension unpaid
5. Fifth Offense	Documented and one (1) week suspension unpaid
6. Sixth Offense	Suspension with length to be determined up to discharged

It is understood, however, that nothing is intended to prevent the College bypassing the progressive discipline formula described above for more serious offenses subject to review through the grievance procedure.

In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees.

- C. Serious Offenses: The term "serious offenses" shall include, but not be limited to the following:

Disciplinary action will be reprimand to discharge for the following serious offenses:

- Falsification of personnel or other records
- Falsifying time cards of his/her or other employees
- Possessing concealed, unauthorized weapons or explosives on College property
- Sleeping on the job during working hours
- Fighting on College property at any time
- Making false, vicious or malicious statements about any employee or supervisor
- Conduct unbecoming a College employee

- Insubordination (except in instances where safety is involved in carrying out an assignment)
- Reporting for work under the influence of alcohol or drugs
- Absence without reasonable cause
- Deliberate violation of an established safety practice or rule

Disciplinary action will be a voluntary quit for the following serious offenses:

- Absence of three (3) continuous working days without properly notifying supervisory personnel
- Failure to report to work at the termination of a leave of absence

Disciplinary action will be an automatic discharge for the following serious offense:

- Theft

Disciplinary action will be a one (1) week suspension up to discharge for the following serious offense:

- Immoral conduct or indecency

Disciplinary action will be a reprimand up to three (3) week suspension up to discharge for the following serious offense:

- Leave job assignment during working hours without permission

Disciplinary action will be warning to discharge for the following serious offense:

- Excessive absenteeism

Initial counseling will be done by the immediate supervisor and/or department head with a Union representative present. *Should it be determined that cause for excessive absenteeism is other than work related, a referral may be made through the Human Resources Office for confidential, professional counseling and/or therapy (source to be selected by management).*

- D. **Less Serious Offenses:** The term "less serious offenses" shall include, but not be limited to the following:

Disciplinary action will be warning to discharge for the following less serious offenses:

- Contributing to unsanitary conditions or poor housekeeping
- Engaging in horseplay, running, scuffling or carelessly throwing things
- Reporting late for work repeatedly
- Ringing the time card of another employee
- Abuse, misuse or deliberate destruction of College property, tools, equipment or personal property of any employee in any matter
- Unexcused failure to call and report reason for not reporting to work. This should be done at least one (1) hour before start of shift.

Disciplinary action will be warning to three (3) weeks suspension up to discharge for the following less serious offense:

- Unauthorized distribution of literature, written or printed matter of any description on College property

E. Disciplinary reports issued for less serious offenses will remain in effect for a period of six (6) months unless the employee has received more than one (1) report within the six (6) month period. In the latter case, all such reports shall remain in effect for a period of six (6) months from the date of issue of the last report. At the end of any six (6) month period during which the employee has had a record clear of any other report, all reports for less serious offenses shall be removed from the employee's personnel record and returned to the employee at his/her request.

Disciplinary reports issued for serious offenses will remain in effect for a period of twelve (12) months unless the employee has received two (2) such reports within the twelve (12) month period. If two (2) such reports have been issued, the administration may proceed to suspend the employee and/or process dismissal. Any disciplinary report on an employee's record shall not be expunged from the record while outstanding offenses are in effect. All offenses shall remain in effect until expiration of the most recent offense and/or expiration of a twelve (12) month period, whichever is later.

Copies of disciplinary reports will be distributed to the Human Resources Office, the affected employee(s) and the Union. Serious breaches of conduct or failure to meet job responsibilities may result in instant suspension and discharge. Less serious offenses, incidents of which may accumulate within a given period of time may lead to suspension and dismissal.

ARTICLE 15

GRIEVANCE PROCEDURE

- A. **Definitions:** A grievance is a claim by one or more Public Safety employee's, of improper application or interpretation of this Agreement specifying the part of the Agreement, which is claimed to be violated.

The term Public Safety Officer includes any individual or group of individuals within the bargaining unit herein defined and covered by this Agreement.

The term days, when used in this Article, shall mean calendar days. When the College is closed for more than three (3) consecutive calendar days, time frames within this Article will be extended accordingly.

- B. **Purpose:** The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.
- C. **Grievant's Presence:** Upon request of either party or of the Public Safety employee involved in a grievance, the latter may be present at any level of the grievance procedure.
- D. **Time Limits:** The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representatives of each party.

Grievance Steps

- E. The alleged violation occurs.
- F. **LEVEL 1** – As it is the intent and in the best interest of both parties to resolve grievances at the lowest possible level, the grievance shall first be discussed with the employee's immediate supervisor prior to submitting the grievance in writing.
- G. **LEVEL 2** – If a resolution is not reached at Level 1, within five (5) calendar days the employee shall submit the grievance in writing. The written grievance must include:
1. A statement of the specific contract paragraph(s)/section(s) involved.
 2. A description of the facts of the alleged contract violation.
 3. A statement of relief or adjustment sought.

A grievance must be filed within twenty-five (25) calendar days of the alleged violation or reasonable knowledge thereof. One copy shall be sent to:

1. Immediate supervisor.
2. Director of Public Safety.
3. Unit Chairperson.
4. Human Resources.

Level 2 shall be a grievance review by the employee's supervisor with the employee present. At any time during the grievance procedure the employee may request Union representation. This meeting shall occur within five (5) calendar days of receipt of the grievance by the supervisor. The supervisor must render a response to the grievance within five (5) calendar days of that meeting. The response shall be in writing and shall include the rationale for the decision rendered. The written rationale shall include the following information:

1. Participants present.
2. Issue involved.
3. Relevant articles of the contract.
4. Discussion of the facts presented.
5. Decision rendered.

A copy of the response shall be forwarded to Director of Public Safety, Unit Chairperson and Human Resources.

- H. LEVEL 3 - Level 3 shall be an appeal of the grievance to the Director of Public Safety. A request for a Level 3 hearing must be made in writing, through the Director of Public Safety within ten (10) calendar days of the Unions receipt of the response from Level 2. A Level 3 hearing of the grievance shall take place within ten (10) calendar days of the grievant's request for an appeal hearing.

It is the responsibility of the officer hearing the appeal to ensure that due process is followed:

1. Documentary exhibits may be presented.
2. Witnesses may be examined.
3. Each party is afforded the opportunity for opening and closing statements.

It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of this Agreement has occurred based on the evidence presented. Detailed records of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the grievant in writing within ten (10) calendar days of the hearing. A copy of the response shall also be sent to Human Resources and the Unit Chairperson. The written response shall include:

1. A discussion of the evidence presented.
2. Data from investigation conducted but not part of the hearing process.
3. Decision rendered.

- I. LEVEL 4 - Level 4 shall be an appeal of the grievance to the senior Human Resources manager. A request for a Level 4 hearing must be made in writing through Human Resources within ten (10) calendar days of the grievant's receipt of the response from Level 3. A Level 4 hearing of the grievance shall take place within (10) calendar days of the grievant's request for an appeal hearing.

It is the responsibility of the officer hearing the appeal to ensure that due process is being followed:

1. Documentary exhibits may be presented.
2. Witnesses may be examined.
3. Each party is afforded the opportunity for opening and closing statements.

It is the responsibility of the officer hearing the grievance to determine if an improper application, interpretation or violation of this Agreement has occurred based on the evidence presented. Detailed records of the proceedings will be maintained and made available upon the request of either party. The officer hearing the appeal shall render a response to the Union in writing within ten (10) calendar days of the hearing. A copy of the response shall also be sent to the Director of Public Safety. The written response shall include:

1. A discussion of the evidence presented.
2. Data from investigation conducted but not part of the hearing process.
3. Decision rendered.

- J. LEVEL 5 - Within thirty (30) calendar days of the receipt of the answer at Level 4, the Union may, by written notice to Human Resources, request that the matter be submitted to arbitration. Mediation may be used by mutual agreement prior to filing for arbitration or after the grievance has been filed for arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) calendar days after notice is given, the arbitrator shall be select by the American Arbitration Association (AAA) in accordance with its rules, which will likewise govern the arbitration hearing. *The jurisdiction of the arbitrator shall be limited to grievance arising out of the interpretation or application of this Agreement or any written amendments or written supplements. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments or written supplements or to specify the terms of a new agreement or to substitute his/her discretion for that of the parties or to assume any of their functions or responsibilities.* If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating to the parties without decision. The decision of the arbitrator shall be final and binding on all parties and they agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the College and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

All grievances not appealed to the AAA by the Union within thirty (30) calendar days after the receipt of the Level 4 answers shall be considered settled on the basis of the last answer. An extension will be granted if mutually agreed upon.

- K. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision of the College.
- L. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

ARTICLE 16

LEAVES OF ABSENCE

A. Personal Leave

1. At the discretion of the College, employees may be granted a personal leave of absence without pay for any purpose other than as defined in this article.
2. Written request for personal leave must be presented to the Director of Public Safety thirty (30) calendar days in advance and shall include the reason for leave, effective dates and signatures of the employees and immediate supervisor. A written response from the department will be provided to the employee no later than seven (7) calendar days from receipt of the request.
3. Upon expiration of an approved personal leave of absence for up to one (1) calendar year, he/she shall be recalled to the first available open position for which he/she is qualified. An employee's recall rights shall be equivalent to his/her accrued seniority not to exceed two (2) calendar years. Thereafter, the College has no obligation to reinstate the employee.

B. Family and Medical Leave (FMLA)

1. Request for leaves of absence under the Family and Medical Leave Act shall comply with the law.
2. The employer shall grant unpaid leaves of up to twelve (12) calendar weeks for only those employees eligible under the law (currently defined as employees who have been employed at least twelve (12) calendar months and who have worked a minimum of 1250 hours in the twelve (12) calendar months previous to the leave) for the following reasons:
 - a. The serious health condition of the employee
 - b. The serious health condition of the employee's spouse, parent or child
 - c. The birth of a child
 - d. The placement of a child for adoption or foster care
3. Upon return from the leave within the twelve (12) calendar week period, the employee shall be returned to the position held immediately before the leave began or to an equivalent position.
4. Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for leave.

- C. **Religious Leaves** – Three (3) days' leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays. Such leave shall be granted only if the employee file's written application with his/her immediate supervisor at least five (5) calendar days before such religious holiday.

In the event more applications for a specific date are received than can be accommodated, approval shall be granted according to the date the application is received. In the event of a tie, the employee with the most seniority will be given preference.

- D. **Jury Duty and Court Service:** When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and he/she shall be given leave with pay.

When an employee is subpoenaed to serve as a witness in a court action involving the College or arising out of his/her employment (other than an action initiated by the employee), he/she shall be given a leave of absence with pay for the time required for such court appearance.

Leave with pay is only for time scheduled to work for the College. Should an employee be dismissed from jury duty/court service after serving less than half of their regularly scheduled work hours the employee will be expected to make-up the remaining work hours at a mutually agreed upon time. Any witness/juror fees received by the employee, for any regularly scheduled workday, shall be paid to the College.

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

- F. **Accrual of Seniority while on Leave:** Seniority shall accrue during all paid leaves, Worker's Compensation leaves of one (1) year or less and for the first three (3) months of any health or FMLA leave. Seniority shall accrue for the entire length of a Military leave. Seniority shall not accrue past thirty (30) consecutive calendar days for any other leave.

ARTICLE 17

OCCURRENCE TIME

- A. **Occurrence Time:** Employees shall be granted twelve (12) hours of occurrence time each year, which shall be applied to their occurrence bank on July 1st of each fiscal year. The amount of occurrence time shall increase to sixteen (16) hours per fiscal year effective July 1, 2000.
- B. **New Hire Criteria:** Employees that hire in after July 15th of a fiscal year will have a pro-rated number of hours granted to their bank for the remainder of that fiscal year. A new hire who starts on or before the 15th of a month, shall receive credit for that month.
- C. **Remaining Balance at Fiscal Year End:** At the end of each fiscal year, hours that remain in the employees occurrence bank will be carried over into the following fiscal year.
- D. **Notice of intent to take Time:** The employee is required to give at least twenty-four (24) hours advance notice when intending to take occurrence time, except in the case of an illness or emergency.
- E. **Termination of Employment:** Upon termination from the College, hours remaining in the occurrence time bank will be forfeited. Upon retirement, an employee will be paid for occurrence hours remaining in their bank, up to a maximum of one hundred and eighty (180) hours.

ARTICLE 18

PAID HOLIDAYS

- A. **Paid Holidays:** Employees shall be granted twenty-four (24) hours of holiday pay each year, which shall be applied to their holiday bank on July 1st of each fiscal year.
- B. **New Hire Criteria:** Employees that hire in after July 15th of a fiscal year will have a pro-rated number of hours granted to their bank for the remainder of that fiscal year. A new hire who starts on or before the 15th of a month, shall receive credit for that month.
- C. **Remaining Balance at Fiscal Year End:** At the end of each fiscal year, hours that remain in the employees' holiday bank will be forfeited.
- D. **Notice of Intent to Take Time:** Paid holidays shall be granted only if the employee file's written application with his/her immediate supervisor at least five (5) calendar days before desired holiday.

In the event more applications for a specific holiday are received than can be accommodated, approval shall be granted according to the date the application is received. In the event of a tie, the employee with the most seniority will be given preference.

- E. **Payment of Holiday Time:** An employee may be paid in lieu of accrued holiday allowance. Employee requesting pay in lieu of holiday can request to be paid for by separate check. Holiday time shall not be considered time worked.

ARTICLE 19

HOSPITALIZATION, MEDICAL & LIFE INSURANCE

- A. **Benefit Effective Date:** Effective July 1, 2000, employees will be eligible to participate in the hospitalization and medical insurance the first of the month following ninety (90) calendar days of employment.
- B. **Benefit Eligibility:** The College will provide access to hospitalization & medical insurance at competitive group rates. Employees must work a minimum of thirty (30) hours per week fifty-two (52) weeks per year to be eligible to participate in the group hospitalization & medical insurance.
- C. **Termination of Benefit:** Hospitalization & medical insurance will cease at the end of the month following the employee's termination date.
- D. **Payroll Deduction:** Employees who elect to participate in the group hospitalization & medical insurance will be required to pay their portion of the premium through payroll deduction.
- E. **Premium:** The College will pay seventy-two and a half percent (72.5%) of an employee's monthly premium.
- F. **Life and AD&D Insurance:** Effective March 1, 2000 the College shall provide, without cost to each employee that works a minimum of thirty (30) hour a week fifty-two (52) week a year, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$10,000 upon death and in the event of accidental death, a sum of \$20,000.

1. **Benefit Effective Date:** New employees will receive Life and AD&D Insurance the first of the month following ninety (90) calendar days of employment.

2. **Termination of Benefits:** Life and AD&D insurance will cease at the end of the month following the employee's termination date.

ARTICLE 20

EDUCATIONAL GRANT

In the absence of a state directive or prohibitive legislation, the College will provide an educational grant fund that will not exceed \$3,000 per fiscal year for the bargaining unit. The grant will be limited to an amount equivalent to tuition that will be pro-rated based upon hours worked, but not to exceed seventy-five (75%) percent. The grant will be available for credit and non-credit courses taken at Mott Community College by the employee.

The grant is dependent upon completing the course(s) with a passing grade, when applicable. Should a passing grade not be received, the full amount of tuition and fees shall be paid to the College within twelve (12) months of the end of the class.

Employees shall be allowed to take classes at the College that are job related during their normal working hours when said classes are not offered after the employee's normal work shift, subject to prior approval of the employee's immediate supervisor. Employees may be allowed to make up missed hours during the same workweek, as scheduling will allow.

ARTICLE 21

COMPENSATION

- A. **Basic Rate:** Each employee shall be paid the straight hourly rate set forth in Appendix A for the classification that they are awarded.
- B. **Overtime Rate:** All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the basic hourly rate unless the employee makes an election to record these hours as compensatory time as outlined below.
- C. **Compensatory Time:** When an employee has worked in excess of forty (40) hours per week they may elect to have those hours reported and banked as compensatory time at the rate of one and one-half (1½) times. Employees may not accumulate a compensatory time bank to exceed sixty (60) total hours at any one time. The use of accrued compensatory time must be scheduled and have prior approval of the employees immediate supervisor.
- D. **Schedule Approval:** All overtime or compensatory time worked must have prior approval of the employee's immediate supervisor.
- E. **Across-the-board wage adjustments:** If, during the contract period, employees in other units/groups at the College receive across-the-board wage adjustments in excess of those then in effect for Public Safety Officers, then Public Safety Officers will also receive these across-the-board wage improvements. This language does not apply to the following: individual adjustments, classification adjustments, in the event of an explicit economic exchange or quid pro quo in another unit, or other similar agreements.

ARTICLE 22

SUB CONTRACTING

The College reserves the right to subcontract any existing or new work after consultation with the Union and a minimum of ninety (90) calendar days written notice. When insufficient staff exists to cover temporary or special events, the ninety (90) calendar day notice provision does not apply.

ARTICLE 23

BULLETIN BOARDS

Bulletin Boards shall be erected in a conspicuous place in the Public Safety Office and in Building B in the Southern Lakes Campus, such boards shall be used for the purpose of posting notice of Union or College business or activities. In no case shall obscene or scurrilous printed or written matter or personal information be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

ARTICLE 24

EFFECT OF LEGISLATION

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

ARTICLE 25

STRIKES AND SANCTIONS

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

ARTICLE 26

MISCELLANEOUS

- A. **Entire Agreement:** This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. **Notices:** All notices required to be given by this Agreement shall be sufficient if mailed to the College by ordinary mail addressed to the Senior Human Resources Manager to the office entitled to notice at 1401 East Court Street, Flint, Michigan 48503 or to such other address as the College shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504 or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the College's Human Resources Office and his/her immediate supervisor of any change of address and phone number within ten (10) calendar days of such change. If the employee does not do this, the College's obligation is fulfilled and shall not be a factor in a grievance.
- C. **Job Descriptions:** Job descriptions of all positions will be supplied to the Unit Chairperson upon request.

ARTICLE 27

TERMS OF AGREEMENT AND RE-OPENER

- A. This Agreement shall remain in full force and effect without change, addition or amendment until June 30, 2001. At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one or more years.
- B. Notice of intention to re-open this Agreement shall be given in writing by the party desiring to re-open the Agreement on or before March 15 during the last year of the contract and negotiations shall commence as soon thereafter as shall be feasible.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties. No departure from any provisions of this Agreement by either party or by their officers, agents or representatives or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

CHARLES STEWART MOTT COMMUNITY COLLEGE

BOARD OF TRUSTEES

By 
Its Chairperson

CHARLES STEWART MOTT PUBLIC SAFETY OFFICER UNIT OF

Service Employee's International Union

Local 591, AFL-CIO

By 
Unit Chair

By 
Its President

APPENDIX A

WAGES

Effective Dates	New Hire	Six (6) Months	P.S.O.	P.S.O. I	P.S.O. II
07/01/99	\$9.00	\$9.50	\$10.57	\$10.82	\$11.07
07/01/00	\$9.25	\$9.77	\$10.87	\$11.12	\$11.37

Public Safety Officers Pay Grade:

- A. **New Hires:** Employees hired after 7-1-99 who are regularly scheduled thirty (30) hours a week fifty-two (52) weeks per year will be paid at the new hire pay grade and will progress to the P.S.O. six (6) month and P.S.O. one (1) year pay grade after attaining six (6) months and one (1) year seniority respectively.
- B. **P.S.O. I:** Employees may progress to the P.S.O. I pay grade after attaining all of the following:
1. Two (2) years seniority at Mott Community College
 2. Thirty-two (32) college credit hours in work related subject
 3. Approximate sixteen (16) hours of First Response Medical (FRM) training.
 4. Demonstrate computer proficiency.

Employees must submit an application including proof of minimum requirements to the Director of Public Safety. Designation of P.S.O. I pay grade will be effective upon receipt and verification of all required documents by the Director of Public Safety.

- C. **P.S.O. II:** Employees may progress to the P.S.O. II pay grade after attaining all of the following:
1. Two (2) years seniority at Mott Community College
 2. Attainment of an Associate Degree including thirty-two (32) college credit hours in work related subject
 3. Approximate sixteen (16) hours of First Response Medical (FRM) training.
 4. Demonstrate computer proficiency.

Employees must submit an application including proof of minimum requirements to the Director of Public Safety. Designation of P.S.O. II pay grade will be effective upon receipt and verification of all required documents by the Director of Public Safety.

Letter of Understanding

May 27, 1999

This Agreement is entered into by Mott Community College ("the College"), and the Public Safety Officers unit of the SEIU.

The parties agree that upon mutual acceptance of the collective bargaining agreement dated 7/1/99, in recognition of various factors including the 7/1/98 effective date for pay increases of other bargaining units and to simplify understanding of the contract effective date, the College will:

1. Pay a retroactive wage adjustment for all Public Safety Officers employed at the time the payment is made, an increase of \$.28 per hour for a new rate of \$10.28 per hour, effective 5/1/99.
2. Pay a one-time, lump-sum amount of \$400.00 to each Public Safety Officer continuously employed by the College from 1/1/99 through the date the lump-sum amount is paid, in recognition of the fact that this labor agreement was not settled prior to 7/1/98.

Leonard C. Smith
For Public Safety Officers/SEIU

6-8-99
Date

M. Keane
For the College

6/9/99
Date

