

AGREEMENT
BETWEEN
WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES
AND
WASHTENAW COMMUNITY COLLEGE
A.F.S.C.M.E. LOCAL 1921
2007 – 2010



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AGREEMENT

THIS AGREEMENT entered into on this first (1st) day of July 2007, between the WASHTENAW COMMUNITY COLLEGE (hereinafter referred to as the "Employer") and WASHTENAW COMMUNITY COLLEGE A.F.S.C.M.E. 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.

ARTICLE 1. RECOGNITION, RIGHTS, & GUARANTEES

Section 1.1 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.

Section 1.2 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.

Section 1.3 Successor Clause

This Agreement shall be binding upon the Employer's successor, assignees, or transferees, whether such succession, assignment, or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, the Agreement shall be binding upon the merged or consolidated employer.

Section 1.4 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.

Section 1.5 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 employees' official personnel file unless she or he 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 her or his personnel file.

Section 1.6 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.

Section 1.7 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.

Section 1.8 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. There shall be one (1) Alternate Steward. The Alternate Steward can replace any Steward.
- B. The Union shall have a maximum of three-hundred and sixty (360) hours of release time per the life of the Agreement for the purpose of investigation and presentation of grievances, negotiation preps, meetings with Council 25, etc. at each step of the grievance procedure. The maximum release time for any one (1) grievance shall be one (1) hour at each step of the grievance. 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 workstation to investigate or present grievances.

Section 1.9 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.

Section 1.10 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 fifty-five (55).

ARTICLE 2. UNION SECURITY, DUES, & MEMBERSHIP

Section 2.1 Union Security

- 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 or pay a service fee 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) calendar day following such effective date, or shall pay a service fee 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.

Section 2.2 Union Dues and Initiation Fees

Section 2.2.1 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).

Section 2.2.2 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 her or his probationary period, and shall be deducted from the first payroll of the month and each month thereafter.

Section 2.2.3 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, A.F.S.C.M.E., 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.

Section 2.2.4 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 she or he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Section 2.2.5 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.

ARTICLE 3. SPECIAL CONFERENCE & HEALTH/SAFETY COMMITTEE

Section 3.1 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.

Section 3.2 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.

ARTICLE 4. GRIEVANCE PROCEDURE

Section 4.1 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. 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.
- B. Any employee having a complaint may first take up the matter with her or his 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 her or his answer in writing within five (5) working days.

Step II - If the decision of the immediate supervisor is unsatisfactory, the Union may appeal the decision in writing to the Associate Vice President of Facilities Development & Operations within ten (10) working days, along with the reason it considers the first step answer unsatisfactory. The Associate Vice President of Facilities Development & Operations shall meet with the Union within ten (10) working days. The Associate Vice President of Facilities Development & Operations will then submit her or his answer in writing to the Bargaining Chairperson and Chief Steward, with a copy going to the originator of the grievance, within ten (10) working days.

Step III - If the decision of the Associate Vice President of Facilities Development & Operations 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 second step answer unsatisfactory. The President or her or his designee shall meet with the Union within ten (10) working days. The President or her or his designee will then submit her or his answer in writing to the Bargaining Chairperson and Chief Steward, with a copy going to the originator of the grievance, within ten (10) working days.

Step IV - If the President or her or his designee fails to reply to the grievance or if the decision of the President or her or his 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 her or his 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) calendar 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.

- C. Class Action Union Grievances - Matters involving Union grievances will be discussed with the Associate Vice President of 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 that two (2) days advance notice is given to the Office of Human Resource Management.
- D. Power of the Arbitrator – It shall be the function of the arbitrator and she or he shall be empowered except as her or his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement. She or he shall have no power to add to, or subtract from, disregard, alter, modify any terms of this Agreement. She or he shall not require either party to commit an act which is contrary to law. The arbitrator shall not have power to award punitive damages.
- E. 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.
- F. If a grievance is not answered within the specified time, it shall be moved to the next step of the grievance procedure.
- G. 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.
- H. Time limits may be extended only by mutual consent of the Employer and the Union.
- I. At each step, the date of the grievance or reply shall be "zero" day with day one (1) starting the following day.
- J. Withdrawal of Cases - After a case has been referred to the Arbitrator the case may be withdrawn by either party by mutual consent.

- K. Payment of Back Pay Claims - If the Board fails to give an employee work to which her or his seniority (length of service) and ability entitles her or him and a written notice of her or his claim is filed within thirty (30) calendar days of the time the Board first failed to give her or him such work, the Board will reimburse her or him for the earnings she or he lost through failure to give her or him such work, if such claim is upheld.
- L. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at her or his existing regular rate.

ARTICLE 5. DISCHARGE & DISCIPLINE

Section 5.1 Discharge and Discipline

Section 5.1.1 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 her or his discipline with the Steward of the Union and the Employer will make available an area where she or he may do so before she or he is required to leave the property of the Employer. Upon request, the Employer or her or his 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.

All discipline shall be presented to the employee by the Employer within five (5) regularly scheduled workdays when both the employee and the employee's supervisor are present after the supervisor receives evidence of the infraction.

Section 5.1.2 Appeal of Discharge

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 of Human Resources within two (2) regularly scheduled working days of the discharge. The Associate Vice President of Human Resources, or her or his designated representative, will review the discharge and give her or his 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 procedure.

Section 5.1.3 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) three hundred and sixty (360) days worked or eighteen (18) calendar months previously, nor impose discipline on an employee for falsification of her or his employment application after a period of eighteen (18) calendar months from date of hire.

ARTICLE 6. SENIORITY & SHIFT PREFERENCE

Section 6.1 Seniority - (Probationary Employees)

- A. New employees hired in the unit shall be considered as probationary employees for the first one-hundred and twenty (120) workdays of their employment. The one-hundred and twenty (120) workday probationary period shall be accumulated within not more than two-hundred and forty (240) calendar days.

The employee shall be entered on the Seniority list of the unit and shall rank for Seniority from the employee's first day of work ("date of hire"). If two employees start work on the same day at the same time, the employee who accepted the employment offer first shall be the senior employee. 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.
- E. New employees will be hired at \$1.00 below the applicable job rate until the probationary period is completed.

Section 6.2 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.

Section 6.3 Loss of Seniority

An employee shall lose her or his seniority for the following reasons only:

- A. She or he quits.
- B. She or he is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. She or He is absent for five (5) consecutive working days without notifying her or his immediate supervisor, or the Associate Vice President of Facilities Development & Operations. After such absence, the Employer will send written notification to the employee at her or his last known address that she or he has lost her or his seniority, and her or his 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 she or he does not return to work when recalled from layoff as set forth in the recall procedure.
- E. If an employee fails to return from short-term personal illness, leaves of absence, or at the conclusion of any approved leave, she or he shall lose her or his seniority and her or his employment shall be terminated.

Section 6.4 Shift Preference

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

All shifts, bargaining-unit wide will be posted. Shift preference among employees with the same job title in the same cost center will be posted for a minimum of five (5) days, semi-annually, three weeks before the starting date. New shifts will begin the first Sunday of September and May, except that the new shifts for the Grounds Maintenance Department will begin the first Sunday of April and November. 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.

Any employee who is on a leave of absence during the posting period i.e., short term personal illness, worker's compensation, etc. shall have the ability to notify the employer in writing of their shift preference, prior to the three (3) weeks posting date.

Section 6.5 Seniority of Stewards

Notwithstanding their position on the seniority list, stewards and Bargaining Chairperson 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.

ARTICLE 7. LAYOFF AND RECALL PROCEDURE

Section 7.1 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. Non-union temporary, seasonal, and part-time employees will be laid off first.
 - 2. Probationary employees will be laid off second.
 - 3. Part-time employees shall be laid off third on the basis of seniority.
 - 4. Full-time employees will be laid off on the basis of seniority last.
- C. In 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.

Section 7.2 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 her or his last known address by registered or certified mail. If an employee fails to report for work within fifteen (15) calendar days from date of mailing of notice of recall, she or he shall be considered a quit.

ARTICLE 8. PROMOTIONS, TRANSFERS & SUBSTITUTE, SEASONAL & PART-TIME EMPLOYEES

Section 8.1 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, she or he shall have accumulated seniority while working in the position to which she or he 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), she or he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section 8.2 Promotions (New and Vacant Positions)

- 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 bargaining chairperson, chief steward, and the steward of each shift. Positions shall remain posted for five (5) consecutive workdays. 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 College shall make a selection and grant one (1) employee a trial period. The selection shall be made on the basis of qualifications and experience. If two or more employees possess relatively equal qualifications and experience, the most senior employee applicant will be granted the position. The employee selected to fill the position shall be granted up to a thirty (30) working day trial period to demonstrate her or his 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.

The employment conditions described here shall be applicable to all positions in the unit except the positions in the Energy Center which are as described in the attached Letter 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 her or his steward present at the discussion. Should management exercise this right the employee shall be guaranteed a position in her or his former classification.

- B. During the trial period, the employee shall have the opportunity to revert back to her or his 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 her or his choice shall not be eligible for promotion for a period of six (6) months.
- F. 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 one dollar and fifty cents (\$1.50) 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.

Section 8.3 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.

Section 8.4 Substitute, Seasonal and Part-Time Employees

- A. Definition of employee categories:
 - 1. Seasonal/temporary substitute employees may be employed for not longer than a one hundred and twenty (120) day period.
 - a. Seasonal employees shall be hired to assist in the Grounds Maintenance Department only.
 - b. Temporary substitute employees may be hired to replace employees who are absent due to illness, disability, unapproved leave, death or leave of absence.
 - c. Management may also use temporary substitute 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.

- d. It is not the Employer's intent to utilize seasonal employees or temporary substitutes to circumvent the hiring of regular employees.
 - e. Seasonal and temporary substitutes shall not be eligible for overtime unless all full-time unit members have refused or are unavailable, except for incidental overtime as provided in Section 13.20.
 - f. Seasonal and Temporary employees are not covered by any provisions of this Agreement.
2. Part-time employees shall be limited to less than (20) hours per week.
- a. All part-time custodial and maintenance employees who work twenty (20) hours or more on a regular basis are covered by this Agreement.
 - b. 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.
 - c. Employees who work less than forty (40) hours, but more than (20) hours on a regular scheduled basis shall receive hospitalization and life insurance on a pro rata basis.

Section 8.4.1 Temporary Assignments

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 possesses 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.

ARTICLE 9. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section 9.1 Veterans - Reinstatement Of

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

Section 9.2 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.

ARTICLE 10. LEAVES OF ABSENCE

Section 10.1 Funeral Leave

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

An employee shall be allowed, regardless of shift, up to three (3) consecutive working days with pay (at the employee's discretion) funeral leave for the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, uncle, or a member of the employee's household for the purpose of attending/traveling to the funeral or making necessary arrangements. Upon request, the employee shall provide documentation from the funeral home verifying the relationship to the employee of the deceased and date of funeral.

An employee may be allowed one (1) day of funeral leave with pay on the date of the funeral to attend the funeral of the employee's niece or nephew. Upon request the employee shall provide documentation from the funeral home verifying the relationship to the employee of the deceased and date of funeral.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay. The bargaining chairperson or her or his 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.

Section 10.2 Jury Duty

An employee who serves on jury duty or is subpoenaed as a witness in a court case will continue to receive her or his 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 she or he shall be permitted one (1) hour of paid release time just prior to the designated reporting time listed on the Court Summons.

Section 10.3 Sick Bank/Short Term Personal Illness

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. On July 1, 2004, the PTO program supersedes the vacation, sick leave, personal leave and floating holiday programs.

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 ten (10) working days (80 regular straight time hours). The eighty (80) regular straight time hours will be paid with available PTO. If an employee has sick leave reserve it may be substituted for up to forty (40) hours of PTO.
2. Sick bank days shall begin after ten (10) 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. Application to the sick bank must be submitted after the third (3rd) day of illness or as soon as the employee is aware the illness will last beyond ten (10) working days. Approval for sick bank access will be based on UNUM Provident's recommendation for advice to pay.
4. Employees have no limit to access the sick bank during the life of this Master Agreement.

Hospitalization, Dental and Life Insurance Coverage will be continued by the College while on short-term personal illness leave (Sick Bank). The employee is responsible for the monthly payroll deduction as stated in Section 15.30. COBRA benefits begin the first of the month following the ninetieth (90th) calendar day of short-term personal illness leave.

Section 10.4 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 her or his seniority and her or his employment shall be terminated. Such leaves may be extended for like cause.

- A. Medical/Disability Leave
- B. Prolonged Illness in Immediate Family
- C. Public Service
- D. Union Business
- E. Education
- F. Mutual Consent

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 her or his seniority entitles her or him.

A. Long Term Medical Disability Leave

After forty-five (45) calendar days of short-term personal illness (Section 10.30-Sick Bank), application shall be made requesting a long-term medical disability leave. A long term medical disability leave may be granted for a period up to one hundred and twenty (120) calendar days following a short term personal illness leave (Section 10.30-Sick Bank).

If approved by the long-term disability carrier UNUM/Provident, the leave will begin on the ninety-first (91st) calendar day of illness.

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

All long-term medical disability leaves granted by the College are without pay and College paid fringe benefits, except the employee may continue optional life insurance by paying such premiums to the College.

COBRA benefits begin the first of the month following the ninetieth (90th) calendar day of short term personal illness leave (Section 10.30-Sick Bank).

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

An employee who has completed five (5) years of continuous service with the College will have her or his position held open for them for one year while on disability leave. Disability leaves shall be granted without loss of seniority.

B. Prolonged Illness in Immediate Family

After an employee has used her or his PTO, application shall 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 her or him while she or he is on Illness in Immediate Family Leave provided she or he 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 she or he will submit notification to the Benefits Office fifteen (15) working days prior to return date.

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

C. Leave for Public or Union Service

Leave 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.

D. 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 thirty-six (36) days per the life of the Agreement.

E. Leave of Absence for Education

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

An employee, while on a Leave of Absence for Education, may continue her or his 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 her or his Leave of Absence for Education shall lose her or his seniority and her or his employment shall be terminated.

F. Mutual Consent Leave

At the request of the Union the College agrees to allow unit employees to take Mutual Consent Leave on the following terms:

1. The employee makes the request to her or his supervisor, and the request is approved by the Associate Vice President of Facilities Development & Operations or the Director of Facilities Management.
2. The leave may be taken for the following reasons:
 - a. Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, attending court as a witness, child care, and so on; or
 - b. For purposes other than those above that are deemed beneficial to the College.

Leave shall be granted without pay and without fringe benefits for one (1) period not to exceed four (4) calendar months in any one (1) calendar year.

- c. An employee may continue her or his hospitalization and life insurance coverage while on Mutual Consent Leave by paying such premiums to the College.
- d. Leave shall be granted without loss of seniority. A temporary or substitute employee may be hired to fill the vacancy created by the Leave.
- e. The College agrees to guarantee the employee's position if she or he has completed five (5) continuous years of service with the College.

ARTICLE 11. RATES FOR NEW JOBS

Section 11.1 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.

If a current job is reclassified, the Union shall have three (3) working days in which to review the new classification, rate, and requirements before the position is posted. This does not limit the Employer's right to ultimately implement the changes. The Union may request to review job descriptions when new work has been assigned and may request an upgrade in accordance with the current system. In October jobs may be submitted by the Union for reclassification to the Associate Vice President of Facilities Development & Operations for review. If the Associate Vice President of Facilities Development & Operations agrees that the job should be reviewed for possible reclassification, the Associate Vice President of Facilities Development & Operations shall review the job with the Office of Human Resources Management, which shall make a recommendation to the President. The President's decision as to reclassification shall be implemented. If the reclassification is approved the wage increase will be effective July 1. If the Union does not agree that the description and rate are proper, it shall be subject to the grievance procedure.

Section 11.2 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.

ARTICLE 12. HOLIDAY AND PAID TIME OFF

Section 12.1 Holiday Provisions

The paid holidays are designated as:

- Memorial Day
- Fourth of July
- Labor Day
- Martin Luther King, Jr. Holiday
- Thanksgiving Day

- Friday following Thanksgiving Day
- Day before Christmas Eve or day after Christmas as determined by management
- Christmas Eve
- Christmas Day
- Day before New Year's Day
- New Year's Day
- Four (4) hours on State and National Election days, excluding 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.

Section 12.2 Paid Time Off (PTO)

A. PTO Program

The College maintains a PTO Program for the purpose of providing full-time staff with the opportunity to take time away from work without loss of compensation.

The PTO Program is an inclusive time off program that replaces vacation leave, sick leave, floating holiday and personal leave days. PTO is paid at the staff members' current rate of pay.

B. PTO Eligibility

The amount of PTO to which an employee shall be entitled will be determined by the number of years of continuous service completed by the staff member as of July 1st in the fiscal year. Effective July 1st of each year of this Agreement, staff members will receive PTO using the following schedule:

0 through 1 year	See Chart in Appendix C
1 through 2 years	232 hours per fiscal year
3 through 5 years	256 hours per fiscal year
6 through 14 years	280 hours per fiscal year
15 years and over	288 hours per fiscal year

C. PTO Guidelines

1. PTO Scheduling

- a. To the extent possible, PTO is to be requested and approved by the supervisor in advance. Request for approval of PTO must be submitted to the supervisor at least two (2) working days prior to the first day of the leave. PTO will be scheduled on a first come basis and no bumping of PTO will be allowed.
- b. Supervisors are responsible for scheduling PTO in a manner which balances the operational, and service delivery needs of the College with the time off preferences of the staff member. The College reserves the right to deny PTO requests which may have an adverse effect on its operations or cancel previously approved PTO requests; if unexpected emergencies, which affect mechanical systems or journey person electrician, arise which require the staff member's attendance at work.

2. PTO Reporting

- a. The College will maintain a PTO account for each eligible staff member and track the beginning balance, current balance, and usage on a fiscal year.
- b. Staff members are required to report PTO hours taken during each pay period by recording the PTO in Ultratime.

3. PTO Carryover Limits

Eighty (80) hours of PTO may be carried over from one fiscal year to the next. If a staff member carries over eighty (80) hours an additional incentive of eight (8) hours shall be included making the total carryover eighty-eight (88) hours.

The maximum number of PTO hours a staff member may have in her or his account is:

1 through 2 years	320 hours
3 through 5 years	344 hours
6 through 14 year	368 hours
15 years and over	376 hours

4. Separation From The College

Upon separation from the College, a staff member will be paid any unused balance in her or his PTO account in addition to any accrued PTO.

D. Grandparent Clause

On July 1, 2004, the PTO Program supersedes the vacation, sick, personal and floating holiday programs previously in effect under this Agreement. At the time of conversion staff members sick account balances will be added to individual sick leave reserve account. Sick leave reserve may be used for absences in excess of five (5) consecutive days (40 hours regular straight time) due to personal illness and FMLA qualified leave.

Section 12.2.1 Pay Procedures/Advances

- A. If a regular payday falls during an employee's vacation, she or he will receive that check in advance before going on PTO, provided she or he makes a written request to the Payroll Office two (2) weeks prior to going on PTO. Should an employee change her or his vacation, she or he must make a request for her or his check two (2) weeks before leaving, if she or he desires to receive it in advance.
- B. 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.
- C. Paychecks shall be available for third shift employees before the end of their shift.
- D. 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

ARTICLE 13. SHIFT PREMIUM & HOURS, OVERTIME & EMERGENCY CLOSING

Section 13.1 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 Energy Center and Journeyperson Electrician with a seniority date prior to June 30, 2007, 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 workweek 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 positions within the unit on a Tuesday through Saturday regular workweek schedule. Positions scheduled on a Tuesday through Saturday regular forty (40) hour workweek shall not receive overtime for Saturday work as such. Employees working this schedule will receive double time for overtime worked on Sunday.

Members of the unit hired prior to December 1, 1990, shall not be required to accept a Tuesday through Saturday regular work schedule except as they may volunteer. Unit members employed in the warehouse department prior to December 1, 2000, shall not be required to accept a Tuesday through Saturday 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 positions within the unit on a Sunday through Thursday regular workweek schedule. Positions scheduled on a Sunday through Thursday regular forty (40) hour workweek 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 the Ultratime accounting system key fob. Only the employee to whom the key fob is issued to may swipe the key fob. The Ultratime system shall be the official record used to compute regular and overtime pay.
- I. Employees are expected to be at their workstation 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 PTO 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 bargaining unit may request to work a four (4) day work week consisting of four (4) ten (10)-hour days (or a five (5) day work week consisting of four (4) nine (9)-hour days and one (1) four (4)-hour day). The Employer is not obligated to grant any such request. If such a request is granted, overtime will be paid for any hours worked over ten (10) hours (or nine (9) hours) in one (1) day or forty (40) hours in one (1) workweek. PTO will be charged as ten (10) hours (or nine (9) hours) for each leave day used. Shifts shall be posted.
- K. If a holiday falls on a scheduled day off, the employee is entitled to eight (8) hours of holiday leave to be arranged with the employee's supervisor. In any week in which the employee receives eight (8) hours leave for a holiday, the employee shall be scheduled to work two (2) additional hours (or one (1) additional hour) to bring their total scheduled hours to forty (40) hours for the work week.

Section 13.2 Overtime

A. Overtime Premium

1. Overtime premium for all overtime worked in this Agreement shall be calculated at time and one-half (1½) the regular straight time rate, applicable shift premium pay and longevity bonus (bonus/2080=additional hourly rate).
2. Overtime shall be paid for all hours over eight (8) in any workday and for all hours over forty (40) in a workweek.
3. PTO shall be treated as time worked in computing weekly overtime.

B. Incidental Overtime

Incidental overtime shall be offered to employees in the following order:

1. Bargaining Unit members in the department.
2. Temporary, seasonal, and substitute workers within the department.
3. Bargaining Unit members outside the department who are at work at the time incidental overtime is needed and who are on the voluntary sign-up list.
4. Bargaining Unit members outside the department who are at work and who are not on the voluntary sign-up list.
5. Temporary and substitute employees outside the department.

Incidental overtime is defined as overtime which is unscheduled, is continuous with a shift, and which is expected to last no longer than two (2) hours.

C. Recall Pay

Employees recalled for overtime duty shall be guaranteed at least two (2) hours of pay at the overtime rate, 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. 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. Energy Center employees may be required to work overtime on Saturdays, Sundays, or holidays.

E. 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 (1½) times the employee's base rate. Incentive pay shall not be pyramided, compounded, or paid twice for the same hours worked. To receive pay, the employees must work until the end of their regular shift or must use their paid leave time to complete their scheduled shift.

Section 13.2.1 Double Time

A. Double time shall be paid at the rate of two (2) times the employee's regular hourly rate.

B. Double time shall be paid for:

1. All hours worked on Sunday.
2. For all hours worked on holidays as defined in this Agreement in addition to holiday pay.
3. Double time shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 13.2.2 Equalization of Overtime Hours

A. Equalization - An updated list of overtime hours will be posted by noon on Monday of each week in each department. The employee at the top of the list will be offered all overtime (except incidental overtime as provided below) until that employee has worked twenty (20) hours of overtime. If the employee reaches twenty (20) hours of overtime during an overtime shift, the employee will be allowed to complete the shift. Upon reaching twenty (20) hours of overtime, the employee will move to the bottom of the list. If an employee is on a scheduled PTO, the employee shall not be charged.

- B. Overtime not worked because the employee was unavailable or did not choose to work shall be counted as overtime worked for the purposes of this Section. An employee will be deemed unavailable if the employee is on leave or is not at work and cannot be reached by telephone. Supervisors shall document efforts to reach employees to offer overtime. If an employee is on a scheduled leave (PTO scheduled at least two (2) days in advance), the employee shall not be charged.
- C. Overtime Waiver – A unit member who does not want to work overtime for a three (3) month period defined as; July-Sept, Oct-Dec, Jan-Mar, and Apr-June, may sign an overtime waiver. Once a waiver is signed, the supervisor will not be obligated to offer overtime to the employee as long as the waiver is in effect. The waiver will not relieve the employee of the obligation to accept required overtime where applicable. This waiver will be in effect for three (3) months from the date it is signed and thereafter until withdrawn in writing by the employee. The College is not obligated to offer overtime to any employee who has signed a waiver. An employee who has signed and then withdrawn a waiver shall be placed at the bottom of the overtime list.
- D. Voluntary Overtime List – At times, some departments may be in need of extra help to meet the needs of the College. In order to facilitate this, there will be a sign-up list posted for any unit member who has interest in working overtime in another department. Unit members who sign up on the list may be offered overtime in other departments provided that they have demonstrated the skills necessary to do the job.

The list will be rotating in order of sign up. Whether a person accepts, refuses, or is not available when overtime is needed, that person or persons will go to the bottom of the list. There will be no charged time for any hours worked, unavailable, or refused in another department, and the College is not obligated to attempt to equalize or to keep track of hours any unit members work.
- E. Bargaining unit employees who accept and then refuse to work overtime during special events must give at least twenty-four (24) hours notice to their supervisors. Special events include: property disposition sales, UA, and events held in the Morris Lawrence Building.
- F. Employees who use unscheduled PTO on Friday shall not be eligible to work weekend overtime.
- G. Employees who accept overtime assignments but do not report to work shall be subject to progressive discipline, except in extenuating circumstances.

- H. 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. Energy Center employees may be required to work overtime on Saturdays, Sundays or holidays.

Section 13.3 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." In addition to the employee's base pay employees required to work during "emergency closings" shall be paid double the employees hourly rate for all hours worked in such situation.

Essential employees as determined by the College will be expected to work during inclement weather or unforeseen conditions even when the College is closed.

Employees unable to report and who follow proper call-in procedures may elect to take available PTO for the absence.

ARTICLE 14. UNIFORMS/SAFETY EQUIPMENT

All members of the bargaining unit are encouraged to wear uniform shirts and are required to wear safety shoes and other safety equipment provided by the College.

Section 14.1 Uniforms

Each full-time employee will be furnished with six (6) uniform shirts (annually) within forty-five (45) days of hire. Up to three pair of uniform pants will remain available (annually) for employees who request them. (See Appendix D for Uniform Order Form).

Section 14.2 Safety Shoes

Each full-time employee will be furnished with College approved safety shoes up to a maximum of one-hundred and fifty (\$150) dollars within forty-five (45) days of hire. Each July 1, the College agrees to furnish College approved safety shoes up to a maximum of one-hundred and fifty (\$150) dollars for each full-time employee. Should the supervisor and employee agree safety shoes need to be replaced prior to July 1st due to deterioration; the College will consider replacing the safety shoes.

Section 14.3 Safety Glasses

Each full-time employee will be furnished with College approved prescription safety glasses; if needed, with a maximum up to one hundred fifty (\$150) dollars within forty-five (45) days of ratification of this Agreement. The employee must provide a current prescription from a licensed eye care provider. If an employee's prescription has changed within the allotted three (3) year period of this Agreement and the employee provides a current prescription from a licensed eye care provider, the College agrees to furnish College approved prescription safety glasses up to a maximum of one hundred fifty (\$150) dollars. This is not to be utilized more than one (1) time every twelve (12) months or three (3) times during the life of this Agreement.

Section 14.4 Discipline

Employees are encouraged to report to work in College provided uniform shirts and are required to wear safety shoes and other safety equipment. Employees who fail to wear College provided uniform shirts will not be subject to discipline. Employees who fail to wear proper safety equipment, including safety shoes will be subject to discipline.

Section 14.5 Safety Equipment

The Employer shall provide the equipment, tools and all safety equipment normally required to perform work assigned.

Section 14.6 ID Badges

Employees are not required to wear ID Badges.

ARTICLE 15. BENEFITS

Section 15.1 Flexible Benefits Plan

The insurance and benefits listed below (15.20 Life Insurance, 15.30 Health Insurance, 15.40 Long Term Disability, 15.50 Dental Insurance, and 15.60 Employee Reimbursement) shall be incorporated in the flexible benefits plan menu outlined below.

Section 15.2 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 workweek shall accrue on a pro rata basis.

Section 15.3 Life Insurance Coverage Options

- A. 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.
- B. Option Up life insurance with rebate dollars or employee contribution to two (2x) times or three (3x) times the base salary average for life insurance coverage.
- C. 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.

Section 15.4 Health Insurance Coverage Options

The College shall at all times provide health care insurance commensurate with that offered to the full-time faculty.

- A. The employee will be responsible for the following monthly payroll pre-tax deduction of:
 - 1. Single Coverage \$5.00
 - 2. Double Coverage \$10.00
 - 3. Family Coverage \$15.00
- B. Option-out Coverage, employee is entitled to \$1,500.00 rebate, divided by 26 pays, paid to the employee on a bi-weekly basis.
- C. 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.

Section 15.5 Long Term Disability Insurance Coverage Option

The Board shall provide each permanent employee with Long Term Disability insurance (LTD) 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. PTO, Sick Leave Reserve and Sick Bank benefits shall end when Long Term Disability benefits are applicable to the employee.

Section 15.6 Dental Insurance Coverage Options

- A. The Board shall provide Blue Cross/Blue Shield, Plan K204 (80/20), Dental Insurance for all members of the bargaining unit and their eligible dependents.
- B. Option-out Coverage, employee entitled to \$150.00 cash rebate, divided by 26 pays, paid to the employee on a bi-weekly basis.

Section 15.7 Employee Reimbursement Options

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 subject to I.R.S. standards.

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 subject to I.R.S. standards.

Section 15.8 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.

Section 15.9 Medical Reimbursement

The college will reimburse full-time employees up to one hundred (\$100) each year of this agreement for her or his personal medical, dental, or vision expenses incurred which are not covered under applicable insurances. The employee must submit itemized receipts with a completed request for Medical Reimbursement Form to the Office of Human Resource Management. All claims will be reimbursed following the Flexible Spending Account Health Care Reimbursement Account guidelines.

ARTICLE 16. WORKER'S COMPENSATIONS & MISCELLANEOUS

Section 16.1 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 one-hundred and eighty (180) 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 her or his 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.

Section 16.2 Miscellaneous

- A. Employees shall not be used to investigate and/or search for any sabotage of College property.
- B. A custodian shall be present for all public meetings as required by the College Building Use Regulations.

Section 16.3 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:

- Notices of recreational and social events
- Notices of elections
- Notices of results of elections
- Notices of meetings

Section 16.4 Contrary to Law Provision

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.

ARTICLE 17. LONGEVITY

Section 17.1 Longevity Payment Schedule

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

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

An employee completing fifteen (15) years of full-time continuous service at the College prior to December 1st shall receive a Longevity payment of \$600 payable the last pay period prior to Christmas Holiday.

An employee completing twenty (20) years of full-time continuous service at the College prior to December 1st shall receive a Longevity payment of \$850 payable the last pay period prior to Christmas Holiday.

SECTION 18. APPENDIXES

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

- Appendix A Classifications
- Appendix B Rates of Pay
- Appendix C PTO Eligibility
- Appendix D Custodial/Maintenance Uniform Order Form

ARTICLE 19. TERMINATION/MODIFICATION

Section 19.1 Termination and Modification

This Agreement shall continue in full force and effect until June 30, 2010.

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.

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.

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.

Section 19.2 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

GRADE LEVEL	JOB TITLE
20	Custodian
21A	Custodian/Equipment Repair Custodian/Firing Range Distribution Worker Mailperson
21B	Logistics Technician Property Disposition Technician Warehouse Worker
22A	Grounds Maintenance Worker
22B	Building Maintenance Worker Electrical Technician Lead Custodian Maintenance Mechanic Tool Crib Worker
23	Building Maintenance Worker/Plumber Building Maintenance Painter Grounds Maintenance/Pesticide Heavy Equipment Operator/Power Equipment Repair
24	Journeyman Carpenter Landscape Planner/Master Gardener Mechanical Systems Technician
25	Mechanical Systems Technician/Refrigeration
26	Journeyman Plumber Locksmith Mechanical Systems Technician Controls
27	Journeyman Electrician

APPENDIX B RATES OF PAY

Grade Level	Job Title	Job Rate		
		2007-08	2008-09	2009-10
20	Custodian	15.08	15.53	16.00
21A	Custodian/Equipment Repair Custodian/Firing Range Distribution Worker Mail Person	16.32	16.81	17.31
21B	Logistics Technician Property Disposition Technician Warehouse Worker	17.45	17.97	18.51
22A	Grounds Maintenance Worker	17.89	18.43	18.98
22B	Building Maintenance Worker Electrical Technician Lead Custodian Tool Crib Worker Maintenance Mechanic	18.46	19.01	19.58
23	Building Maintenance Painter Building Maintenance Worker/Plumber Grounds Maintenance/Pesticide Heavy Equipment Operator/Power Equipment Repair	20.26	20.87	21.50
24	Journeyman Carpenter Landscape Planner/Master Gardener Mechanical Systems Technician	23.07	23.76	24.47
25	Mechanical Systems Technician/Refrigeration	24.19	24.92	25.68
26	Journeyman Plumber Locksmith	25.33	26.09	26.87
27	Journeyman Electrician	27.02	27.83	28.66
All unit members shall be classified within one of the above wage classifications.				
APPLICABLE WAGE INCREASES SHALL TAKE EFFECT ON :				
	July 1, 2007 (for the 2007-2008 fiscal year) 3%			
	July 1, 2008 (for the 2008-2009 fiscal year) 3%			
	July 1, 2009 (for the 2009-2010 fiscal year) 3%			

NEW HIRE RATE: New employees hired at \$1.00 below the applicable job rate for the probationary period.

APPENDIX C PTO ELIGIBILITY

Seniority	End of	Hours	First July After Probation	Total Earned
Date	Probation Period	Earned	# of Months X 19.33	Hours
Jul-07	Jan-08	116 Hours	5 X 19.33 = 96.65	212.65
Aug-07	Feb-08	116 Hours	4 X 19.33 = 77.32	193.32
Sep-07	Mar-08	116 Hours	3 X 19.33 = 57.99	173.99
Oct-07	Apr-08	116 Hours	2 X 19.33 = 38.66	154.66
Nov-07	May-08	116 Hours	1 X 19.33 = 19.33	135.33
Dec-07	Jun-08	116 Hours	0 X 19.33 = 0.00	116.00
Jan-08	Jul-08	116 Hours	11 X 19.33 = 212.63	328.63
Feb-08	Aug-08	116 Hours	10 X 19.33 = 193.30	309.30
Mar-08	Sep-08	116 Hours	9 X 19.33 = 173.97	289.97
Apr-08	Oct-08	116 Hours	8 X 19.33 = 154.64	270.64
May-08	Nov-08	116 Hours	7 X 19.33 = 135.31	251.31
Jun-08	Dec-08	116 Hours	6 X 19.33 = 115.98	231.98
Jul-08	Jan-09	116 Hours	5 X 19.33 = 96.65	212.65
Aug-08	Feb-09	116 Hours	4 X 19.33 = 77.32	193.32
Sep-08	Mar-09	116 Hours	3 X 19.33 = 57.99	173.99
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Feb-10	Aug-10	116 Hours	10 X 19.33 = 193.30	309.30
Mar-10	Sep-10	116 Hours	9 X 19.33 = 173.97	289.97
Apr-10	Oct-10	116 Hours	8 X 19.33 = 154.64	270.64
May-10	Nov-10	116 Hours	7 X 19.33 = 135.31	251.31
Jun-10	Dec-10	116 Hours	6 X 19.33 = 115.98	231.98

APPENDIX D CUSTODIAL/MAINTENANCE UNIFORM ORDER FORM

WASHTENAW COMMUNITY COLLEGE
A.F.S.C.M.E.

Custodial/Maintenance Uniform Order Form

Name:	Date:
Department:	Extension:

Selections for Women

Item	Quantity	Color	Size
Short Sleeve Work Shirt			
Long Sleeve Work Shirt			
Short Sleeve T Shirt			
Long Sleeve T Shirt			
Short Sleeve Polo			
Uniform Pant (Max of 3)			

Selections for Men

Item	Quantity	Color	Size
Short Sleeve Work Shirt			
Long Sleeve Work Shirt			
Short Sleeve T Shirt			
Long Sleeve T Shirt			
Short Sleeve Polo			
Uniform Pant (Max of 3)			

Submit your completed order form annually between June 15 and June 30 to the Associate Vice President of Facilities Development & Operations.

Signature: _____ Date: _____

This Agreement shall become effective July 1, 2007.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of October 23, 2007.

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

**WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES**

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

Dr. Richard J. Landau
Chair

Marvin Jones
President, A.F.S.C.M.E. Local 1921
Negotiator

David E. Rutledge
Secretary

David Malcolm
Bargaining Chair

Mary Gmeiner
Chief Negotiator/Director,
Labor and Employee Relations

Randall Adams
Negotiator

Damon Flowers
Negotiator

John Bruckner
Negotiator

Elizabeth Ostrosky
Negotiator

Juan Leflouria
Negotiator

Michele Saunders
Negotiator

**LETTER OF AGREEMENT
BETWEEN
WASHTENAW COMMUNITY COLLEGE
AND
A.F.S.C.M.E. LOCAL 1921**

(LOA) MECHANICAL SYSTEMS TRAINING

The College and the Union have discussed the need to provide a training period greater than the thirty (30) working days trial period for certain job classifications. The classifications refer to the mechanical systems staff. The longer training period is to give the individual an opportunity to be successful in acquiring specialized skills.

The Energy Center, formerly Powerhouse, require specialized skill and the College is willing to provide a one hundred and twenty (120) workday training period for anyone entering these positions.

The conditions of employment during the one hundred and twenty (120) workday training period for those transferred or promoted from within the College and new employees will be as follows:

- A. Conditions of employment during the one hundred and twenty (120) workday training period for transferred or promoted employees:
 1. Salary for the training period shall be according to the Master Agreement.
 2. Seniority shall continue to accumulate.
 3. Union dues shall be collected according to the Master Agreement.
 4. During the training period, the employee shall have the opportunity to revert back to her or his former classification.
 5. If during the training period the College determines that the employee is not making satisfactory progress or her or his 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 her or his former classification.
 6. During the one hundred and twenty (120) workday training period, the employee shall not be entitled to overtime.
 7. The employee who participates in a training period will be required to work the day shift.

- B. Conditions of employment during the one hundred and twenty (120) workday training/probationary period for new employees.
1. Salary for the training/probationary period shall be according to the Master Agreement.
 2. Seniority rank shall be counted from the one hundred and twentieth (120th) workday prior to the date she or he completed the probationary period. There shall be no seniority among probationary employees.
 3. Contribution to Union dues or service fee shall begin one hundred and twenty (120) workdays following the beginning of employment in the unit.
 4. During the 120 workday training/probationary period, the employee shall be subject to the employment conditions of Section 6.10 B of the Master Agreement.
 5. The employee shall not be entitled to overtime during the training/probationary period.
 6. The new employee who participates in the training period will be required to work the day shift.

FOR THE COLLEGE

FOR THE UNION

Mary Gmeiner
Director,
Labor & Employee Relations

David Malcolm
Bargaining Chairperson,
A.F.S.C.M.E. Local 1921

Date: _____

Date: _____

**LETTER OF UNDERSTANDING
BETWEEN
WASHTENAW COMMUNITY COLLEGE
AND
A.F.S.C.M.E. LOCAL 1921**

(LOU) EMPLOYMENT TESTING GROUNDS/BUILDINGS

The College and the Custodians Union agree to the following modification of employment testing procedures:

The following persons are currently employees of the College and were given a "combined" grounds and building maintenance test when hired.

NAME	HIRE DATE	GRADE
Ezell Agnew	11-7-1966	22A
Tommie O'Banner	10-18-1976	21A
Joseph Stacy	08-3-1981	22B
Mark Szentmiklosi	04-2-1984	26
Randy Ferry	08-03-1988	23
Terrence Reeves	09-07-1988	24
Robert Currie	06-28-1996	22A
Randall Adams	09-30-1996	22A

If there is an available opening and seniority requisites are satisfied, these persons may be transferred to Building Maintenance Worker or Grounds Maintenance Worker without further testing.

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

FOR THE COLLEGE

FOR THE UNION

 Mary Gmeiner
 Director,
 Labor & Employee Relations

 David Malcolm
 Bargaining Chairperson,
 A.F.S.C.M.E. Local 1921

Date: _____

Date: _____

**LETTER OF AGREEMENT
BETWEEN
WASHTENAW COMMUNITY COLLEGE
AND
A.F.S.C.M.E. LOCAL 1921**

(LOA) LIMITED DUTY POLICY/PROCEDURE

The undersigned parties agree to implement the following policy/procedure as specified below:

Objective:

To provide employees who have illnesses or injuries, and are unable to perform 100% of their job responsibilities with the opportunity to return to work on limited duty, subject to the provisions specified below:

Procedures:

Limited duty assignments may be initiated by the College or the employee and shall be made on the basis of the following criteria:

1. The employee must complete a Limited Duty Form from the Benefits and Compensation office, and have the physician's portion of the form completed by a licensed medical physician. The College reserves the right to designate a specific licensed medical physician.
2. Upon receipt of the restrictions noted on the Limited Duty Form, the Associate Vice President of Facilities Development & Operations may recommend a limited duty assignment (1) within the employee's cost center or (2) if significant work is not available in the cost center, within the bargaining unit by signing the form. Assignments shall be during the employee's regular shift unless mutually agreed.
3. The Associate Vice President of Human Resources or her or his designee may approve or disapprove the limited duty assignment recommendation. The Associate Vice President of Facilities Development & Operations and employee shall be notified by the Office of Human Resource Management of the disposition of the recommendation.
4. An employee on limited duty assignment shall be re-evaluated by a licensed medical physician a minimum of every thirty (30) workdays.
5. Employees on limited duty shall not be eligible for overtime work.

6. If an employee has been on limited duty for more than a reasonable period of time, or the work performed is not of significant value to the College, the College reserves the right to determine whether or not the assignment should continue.

This policy shall remain in effect for the term of the current contract.

FOR THE COLLEGE

FOR THE UNION

Mary Gmeiner
Director,
Labor & Employee Relations

David Malcolm
Bargaining Chairperson,
A.F.S.C.M.E. Local 1921

Date: _____

Date: _____

**LETTER OF AGREEMENT
BETWEEN
WASHTENAW COMMUNITY COLLEGE
AND
A.F.S.C.M.E. LOCAL 1921**

(LOA) PROFESSIONAL DEVELOPMENT

The undersigned parties mutually agree to the following provisions to facilitate a professional development program for Unit members.

Notwithstanding the provisions of Section 13.10-Working Hours-Shift Premiums and Section 13.20-Overtime of the Custodial/Maintenance Master Agreement, the parties hereby mutually agree that during the Fall, Winter, and Spring/Summer semesters, members of the Unit may attend Washtenaw Community College classes up to a maximum of one (1) non-paid hour may be combined with the thirty (30) minute non-paid lunch break, and shall not be combined with the fifteen (15) minute coffee break (Section 13.10). Flexibility will be given in the areas of the Energy Center (formerly Powerhouse) and Journeyman Electrician.

It is further agreed that Unit members shall be pre-approved by their supervisor to attend classes during the work shift. If a class is offered at a non-work shift conflicting time the Unit member is to register for the non-work shift conflicting session. Unit members shall be required to work eight hours in addition to the release time for attending classes. In no case shall the combined release time and the work time exceed nine hours per day and forty-five (45) hours in a workweek. Release time for class attendance shall not be considered as time worked. Unit members must clock out prior to attending class and clock in after attending class.

The undersigned parties mutually agree to review requests for additional daily release hours on a case-by-case basis.

FOR THE COLLEGE

FOR THE UNION

Mary Gmeiner
Director,
Labor & Employee Relations

David Malcolm
Bargaining Chairperson,
A.F.S.C.M.E. Local 1921

Date: _____

Date: _____

**LETTER OF AGREEMENT
BETWEEN
WASHTENAW COMMUNITY COLLEGE
AND
A.F.S.C.M.E. LOCAL 1921**

(LOA) PAID TIME OFF

Notwithstanding the provisions of Article 12.20 B, the undersigned parties agree to a one-time adjustment upon ratification to the following paid time off accounts:

Jill Murray	173.93
Elisabeth McCowen	135.27
Suzanne Wilson	56.65 (including July '07 adjustment)
Harl Miller	57.99

This action constitutes the entire agreement between the parties. This action shall not be considered precedent setting in anyway.

FOR THE COLLEGE

FOR THE UNION



Mary Gmeiner
Director,
Labor & Employee Relations

David Malcolm
Bargaining Chairperson,
A.F.S.C.M.E. Local 1921

Date: _____

Date: _____

EXHIBIT "A" AUTHORIZATION FOR DUES DEDUCTION

 AFSCME <i>In the public service</i>	APPLICATION FOR MEMBERSHIP AUTHORIZATION FOR REPRESENTATION
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO	
Local Union No. _____	Date _____
Applicant's Name _____	Please Print Name
Home Address _____	Street
	City, State, Zip
Home Phone No. _____	Social Security No. _____
Employer _____	
	Dept. _____ Classification _____
Worksite _____	Work Phone No. _____
I, the undersigned, hereby designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.	
Signature of Applicant _____	
Received By _____	
Form F-43 7/82	 21

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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 Associate Vice President of Facilities Development & Operations.