

2009 - 2010

AGREEMENT

between the

COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN

and the

MONROE COUNTY COMMUNITY COLLEGE MAINTENANCE ASSOCIATION,  
MEA/NEA

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	Recognition.....	1
II.	District Rights.....	3
III.	New Hires, Promotions, Transfers, & Seniority.....	4
IV.	Dismissal - Suspension & Disciplinary Action Procedure for Other Than Probationary Employees.....	6
V.	Grievance Procedure.....	7
VI.	Leaves of Absence.....	9
	A. Sick Leave	
	B. Extended Medical Leave	
	C. Family Medical Leave	
	D. Bereavement Leave	
	E. Jury Duty and Subpoenaed Service Leave	
	F. Military Leave	
	G. Personal Leave of Absence	
	H. Personal Business Days	
	I. Union Business Leave	
	J. General Provisions	
VII.	Accident Reports.....	14
VIII.	General.....	15
IX.	Compensation.....	16
X.	Job Description.....	19
XI.	Benefits.....	24
XII.	Holidays and Scheduled Paid Vacation Days.....	25
XIII.	Vacation.....	26
XIV.	Conformity to Law.....	27
XV.	Termination of Agreement.....	28
	Appendix A - Grievance Form.....	29
	Appendix B - Authorization for Payroll Deduction.....	33
	Appendix C - Seniority List.....	34
	Appendix D - Holiday and Scheduled Paid Vacation Days.....	35

AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of November A.D. 2009, is between the Community College District of Monroe County, Michigan located at Monroe, Michigan, party of the first part, and hereinafter termed the District, and the Monroe County Community College Maintenance Association, MEA/NEA, located at 14930 LaPlaisance, Monroe, MI 48161 hereinafter called the Union.

GENERAL STATEMENT

It shall be the endeavor of this District to secure the best available employees. There shall be no discrimination toward qualified candidates or employees because of sex, age, weight, height, marital status, race, color, religion, national origin, or disability.

ARTICLE I

RECOGNITION

Section 1 - Under this contract the District recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the District for all regular full-time employees, but EXCLUDING supervisors as defined in the Michigan Public Employment Relations Act and all other College employees, temporary employees, and student help. The classifications covered by this agreement are described in Article X.

Section 2 - In accordance with the terms of this Article, each bargaining unit member shall, as a condition of employment, join the Union or pay a service fee to the Union. Bargaining unit members joining the Union shall pay dues to the Union. Bargaining unit members not joining the Union shall pay a service fee to the Union as determined by the MEA.

Section 3 - Upon written authorization, by a bargaining unit member, the District will deduct the appropriate amount of dues or services fees from the bargaining unit member's wages. Payroll deductions will be made once a month on the first pay of each month following receipt of the written authorization from the bargaining unit member or the Union. Monies so deducted will be transmitted to the Union, or its designee, no later than twenty (20) days following each deduction.

ARTICLE I (continued)

RECOGNITION (continued)

Section 4 - If a bargaining unit member does not pay the appropriate amount of dues or service fees, upon written notification by the Union, the District shall deduct that amount from the bargaining unit member's wages and remit same to the Union. Should such involuntary payroll deduction become legally disallowed, the District shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. Discharge under this provision is not grievable.

Section 5 - The Union agrees to save the District, the Board of Trustees, its agents, servants, employees, officers, designees, President, and administrators harmless and indemnify, intervene and defend it from any claims or losses of any kind which may be suffered by the District because of the District's agreement as set forth in this Article or because of the District's compliance with this Article. As part of its hold harmless and indemnification agreement with the District the Union will be responsible for all legal fees. The District retains the right to choose its own attorney at District expense.

Section 6 - The employees shall be represented by a Union Representative, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the District in writing by the Union.

Section 7 - The District agrees that it will allow the proper accredited representative of the Local Union access to the premises during working hours for the purpose of policing the terms and conditions of this agreement, as long as he/she does not interfere with the regular operation of the College.

Section 8 - The District may allow the proper accredited Union representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records not of a confidential nature pertaining to a specific grievance.

Section 9 - The Union will be allowed to post notices of meetings and any other notices pertaining to their organization on District bulletin boards.

Section 10 - When the District hires a new employee, the Union Secretary shall be supplied the following information as soon as possible: name, address, date of hire, classification, initial job location, and initial shift assignment.

## ARTICLE II

### DISTRICT RIGHTS

Section 1 - The Board of Trustees of the District, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and the responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.

- (a) To the executive management and administrative control of the District and its properties, facilities, and its employees;
- (b) To hire, pay, retain, layoff, promote, demote, transfer, supervise, assign, discipline, and dismiss its employees;
- (c) To determine the activities, programs and services including means and scheduling of providing such activities, programs and services;
- (d) To determine the hours of operation and the duties, responsibilities, and assignments and scheduling of employees, and other contractual services, and the terms and conditions of employment;
- (e) The exercise of these rights, powers, authorities, duties, and responsibilities by the District and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this agreement. These rights are subject only to the clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2 - The Union recognizes the right of the District to subcontract any work. The District's right to subcontract shall not result in the reduction of the present work force.

Section 3 - The District retains the sole right to discipline and discharge non-probationary employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement. Newly hired probationary employees are "at-will" and can be terminated at any time and for any reason. The decision of the District with respect to the termination of newly hired probationary employees will be final and binding.

### ARTICLE III

#### NEW HIRES, PROMOTIONS, TRANSFERS, AND SENIORITY

Section 1 - Notice of all vacancies and newly created positions within the bargaining unit shall be posted on the employees' bulletin board within one (1) pay period from the date of the vacancy, or the creation of the new position, and the employees shall be given seven (7) calendar days time in which to make application for the vacancy or new position. In the event that the District determines not to fill the vacancy the District shall furnish the Union Representative with such information in writing within one (1) pay period from the date of the vacancy. Newly created positions or vacancies are to be posted in the following manner: the type of work, the classification, the tentative starting date and the rate of pay.

Section 2 - In all cases of vacancy, or new position, interested and qualified employees must make application to the District and be available within five working days after notification of the vacancy except employees on vacation who will be given adequate consideration on their return.

Section 3 - Seniority shall be defined as the length of service within the District as a member of the bargaining unit. (Bargaining unit is defined in the Recognition clause of the Agreement). New employees covered under this agreement shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment. When the employee completes the 180 calendar day probationary period, he/she shall be entered on the seniority list of the job classification and shall rank for seniority from the original date of hire (first day worked) as a regular full-time employee provided there is continuous employment. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Section 4 - The District shall post a list of the employees arranged in order of their seniority at the beginning of each fiscal year. This list shall be posted in the power house.

Section 5 - To exercise his/her seniority and displace a lesser seniority employee in a lower series classification, notification must be given to the District in writing within one calendar week of the notification of the lay-off. The senior employee must be qualified to hold the position held by the lesser seniority employee.

Section 6 - Seniority shall be broken only by discharge, voluntary quit, or layoff of a period of more than one year. Seniority rights for employees within a given job classification shall prevail at all times except as limited herein.

ARTICLE III (continued)

NEW HIRES, PROMOTIONS, TRANSFERS, AND SENIORITY (continued)

Section 7 - In recalling employees to duty, employees shall be recalled according to seniority in classification. An employee previously laid off shall be given two-week notice of recall to work by certified mail to his/her last known address. In the event the employee fails to make himself/herself available for work on or before the end of said two weeks, he/she shall lose all seniority rights under this Agreement.

Section 8 - When current employees apply for a transfer to a vacant or newly created position to a different employee group, the senior employee will be given first consideration.

When a job assignment or shift change becomes available within a group and/or August of each year, an employee may request a change in assignment. The senior employee will be given first consideration. Failure to change the assignment within the same group is not grievable.

Section 9 - A transferred or promoted employee shall serve a probationary period of one hundred and eighty (180) calendar days at the rate of pay for the vacant or newly created position. During the one hundred and eighty (180) calendar days probationary period, the employee may request to be returned to the employee's former position, and the District shall honor such request, or in the event that the employee's work performance is unsatisfactory to the District, the District shall have the right to return the employee to the employee's former position at any time within the one hundred and eighty (180) calendar probationary period. In the event that the District returns the employee to the employee's former position, the District shall furnish the employee the written reason or reasons as to why the employee's work performance was not satisfactory. In the event that the District determines to return the employee to the employee's former position, the employee shall not have the right to grieve such action taken by the District. During the time period that the employee is serving the one hundred and eighty (180) calendar days probationary period, the District may fill that employee's vacated position.

Section 10 - If an employee is permanently transferred to a lower classification he/she will receive the hourly rate called for in the classification.

A regular employee temporarily assigned to a position of a higher classification for a pay period shall receive the higher rate of pay retroactive to the start of his/her tenure in such higher classifications.

Any employee assigned temporarily from a higher classification to a lower classification shall retain his/her higher rate of pay during the temporary period.

ARTICLE III (continued)

NEW HIRES, PROMOTIONS, TRANSFERS, AND SENIORITY (continued)

Section 11 - In the case of an opening in a foreman's position the District retains the right to select a foreman outside the bargaining unit. Such position may be filled from employees within the bargaining unit. If a bargaining unit employee, so chosen, fails to qualify for such foreman's position within 180 calendar days, he/she shall be returned to his/her prior status without loss of seniority. Anytime during the probationary period, the employee reserves the right to return to his/her former classification within the bargaining unit.

Section 12 - At least two weeks notice in writing may be required of an employee who may wish to resign.

ARTICLE IV

DISMISSAL - SUSPENSION AND DISCIPLINARY ACTION PROCEDURE  
FOR OTHER THAN PROBATIONARY EMPLOYEES

Section 1 - Dismissal, suspension and/or any other disciplinary action for employees other than probationary shall be for stated causes with the employee having the right to defend himself/herself against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Conviction or plea of no contest of any criminal act.
3. Disorderly or immoral conduct.
4. Incompetency or inefficiency.
5. Insubordination.
6. Bringing intoxicants or illicit drugs into or consuming same on College property or reporting for work under the influence of same in any degree whatsoever.
7. Neglect of duty.
8. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
9. Violation of any lawful regulation or order made by a supervisor.
10. Willful violation of any provision of this contract.
11. Deliberate falsification of records and reports.

All dismissals and suspensions shall be without pay.



ARTICLE IV (continued)

DISMISSAL - SUSPENSION AND DISCIPLINARY ACTION PROCEDURE  
FOR OTHER THAN PROBATIONARY EMPLOYEES (continued)

Section 2 - Any employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay.

Section 3 - Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared. If the District authorizes, the employee may return to campus for scheduled hearings regarding the employee's suspension or dismissal.

Section 4 - Any disciplinary action older than five (5) years shall be removed from a current employee's file if mutually agreed upon by the employee and the District.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 - General Provisions: All grievances arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs, or any cessation of work through the use of any method of lock-out or legal proceedings.

The failure of an administrator at any step to communicate his/her decision on the grievance to the aggrieved party within the prescribed time limits set forth in the grievance procedure shall require that the relief requested be granted.

The failure of the Union to appeal a decision to the next highest step within the time limits prescribed in the grievance procedure shall constitute a withdrawal and shall bar further action on that employee's grievance.

No grievance will be considered or discussed which is presented more than ten (10) calendar days after its occurrence. In the matter of an employee's wages or seniority the limitation is two (2) years.

In the presentation of a grievance, an employee may have with him/her a representative of the Union. Any grievance presented for consideration shall be presented in a signed statement.

ARTICLE V (continued)

GRIEVANCE PROCEDURE (continued)

Section 2 - An employee who believes he/she has reason to be aggrieved is strongly encouraged to talk informally with his/her immediate supervisor or appropriate administrator to the end that the matter can be resolved without using the grievance procedure. No written records of such conversations need be maintained. In all of the following steps the ten(10) calendar day reporting limitation is calculated from the first day following the date of grievance initiation, appeal, or decision.

Step 1. An employee who believes that he/she has a grievance is required to first submit his/her grievance to the immediate supervisor using the form in Appendix A. He/she must be given a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union can appeal to the next level within ten (10) calendar days from the date of receipt of the answer given by the immediate supervisor.

Step 2. If the grievance is not settled at the first step, then it may be appealed to the Director of Physical Plant. The Union must be given a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union can appeal to the next level within ten (10) calendar days from the date of receipt of the answer given by the Director of Physical Plant.

Step 3. If the grievance is not settled at Step 2 it can be appealed to the Vice President of Business Affairs. The Union must be given a decision with ten (10) calendar days. If the Union is not satisfied with the decision, the Union can appeal to the next level within ten (10) calendar days from the date of receipt of the answer given by the Vice President of Business Affairs.

Step 4. If the grievance is not settled at Step 3 it can be appealed to the President within ten (10) calendar days who must give a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union may refer the matter to arbitration by delivering written notice of this desire to the College President within ten (10) calendar days of receipt of his/her decision.

Step 5. The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of the Agreement. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the District.

- a. The result of the arbitrator's decision shall be implemented within fifteen (15) calendar days of receipt of the decision. Extension of this time limit may be mutually agreed upon.
- b. All arbitration costs shall be paid by the losing party.

ARTICLE VI

LEAVES OF ABSENCE

A. Sick Leave

Section 1 - Sick leave is accumulated on the basis of one (1) day per month of employment.

There is no limit on the amount of sick leave days that can be accumulated; however, any employee is only allowed to use sick leave that will cover him/her through 90 calendar days, or until the employee is eligible to receive long term disability benefits, whichever comes first.

Days already accumulated by a full-time employee prior to the adoption of this contract shall remain in force.

Section 2 - If an employee reports off sick, the District may require the employee to provide, at the employees expense, a statement from a physician verifying such illness. In some cases, a statement from a physician of the District's choosing may be required, and in such cases it will be at the District's expense.

Section 3 - An employee requesting sick leave must notify the home or the office of the Supervisor prior to starting time before compensation will be allowed except in cases of an emergency. An employee must report or make arrangements for each day of sick leave. The employee and the employee's immediate supervisor shall make arrangements as to the frequency of continued notification of the illness or disability.

Section 4 - In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance. The expense, if any, of receiving medical clearance is the responsibility of the employee.

Section 5 - An employee requesting sick leave of a non-emergency nature, must have prior approval of the immediate supervisor.

Section 6 - An employee who has exhausted all paid sick and emergency leave may be granted by the District an advance of not more than ten (10) days of paid sick and emergency leave. The District's decision shall not be grievable. Upon termination of employment any advanced sick leave paid and not earned will be refunded to the District by the employee.

ARTICLE VI (continued)

LEAVES OF ABSENCE (continued)

B. Extended Medical Leave

Section 1. Requesting - If the employee expects to be absent for more than five consecutive work days as a result of an illness, injury, or disability (including pregnancy), he/she must submit a written request for medical leave to his/her supervisor as far in advance of the anticipated leave date as practicable. (See Family Medical Leave for employee's own serious health condition.)

If the absence is due to pregnancy, this section only applies to the days that the employee's physician states that she is unable to work. For other time off during pregnancy, please refer to "Family Medical Leave."

If the absence is due to an emergency, the employee or member of the employee's immediate family must inform the supervisor as soon as practicable. This should be followed up with a written leave request, normally submitted within three days of the beginning of the leave. (See Family Leave for employee's own serious health condition.)

All extended medical leave requests must be accompanied by appropriate medical certification from the employee's physician indicating the condition necessitating the leave request and the projected date of return to work.

Section 2. During - If the leave request is granted, the employee shall provide his/her supervisor with additional physician's statements at least once every thirty days or more frequently if requested, attesting to the continued disability and inability to work. The employee may also be required to provide the District access to his/her medical records or to submit to an examination at any time by a physician designated by the District.

Section 3. Returning - Before being permitted to return from an extended medical leave, the employee is required to present the District with a note from his/her physician indicating that the employee is capable of returning to work and performing the essential functions of the position, with or without reasonable accommodations. In the event that there is a question regarding the employee's capability of returning to work and performing the essential functions of that position, the District has the option of requesting an examination by a physician of the District's choosing, the finding of which shall be final.

ARTICLE VI (continued)

LEAVES OF ABSENCE (continued)

C. Family Medical Leave

Section 1. - A total of twelve (12) weeks of unpaid leave in any twelve (12) month period will be given for Family Medical Leave. An employee may elect or the District may require that the employee substitute any accrued paid vacation as part of the twelve (12) week period.

Family Medical Leave will be given for the following reasons:

- a. Because of childbirth to care for a child in the first 12 months after childbirth. This leave must be taken all at one time.
- b. Because of the placement of a child with the employee for adoption or foster care, within the first 12 months of the placement. This leave must be taken all at one time.
- c. To care for a spouse, child, or parent who has a serious health condition. This leave may be taken intermittently or on a reduced time basis (e.g., by working fewer days in a week or by working fewer hours in a day), but only if such a schedule is needed for medical reasons.
- d. In the event of an employee's own serious health condition, which renders him/her unable to perform his/her position.

A serious health condition is defined as a health condition that involves: (1.) inpatient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider.

The District requires certification from a physician about the family member's condition, including a statement that the employee is needed to care for the family member and an estimate of the time needed. The District may require that a second opinion be obtained at the District's expense. In the event of conflicting opinions, the District may pay for a third and final opinion from a physician mutually agreed upon by the District and the employee.

An employee may elect to use up to five (5) days a year from his/her sick bank to care for a spouse, child, or parent.

ARTICLE VI (continued)

LEAVES OF ABSENCE (continued)

Section 2 - The employee is required to give at least 30 days notice for taking such leave, to the extent that advance notice is possible (e.g., for the expected birth or adoption of a child). Also, if the leave is for planned medical treatment, the employee is expected to schedule the treatment so as to create minimum disruption to the work schedule.

Section 3 - An employee requesting a Family Medical Leave should include in the request the estimated date that the leave will begin and a projected date for returning to work.

D. Bereavement Leave

Section 1 - An employee may be absent due to the death of a member of his/her family and may choose to deduct one of the following from his/her sick bank, vacation bank or elect to receive no pay.

- Five (5) days for death of spouse, child, father, mother, brother, sister, stepfather, stepmother, stepbrother, stepsister, or stepchild.
- or
- Three (3) days for death of father-in-law, mother-in-law, brother-in-law or sister-in-law or grandparents.

If needed, other arrangements may be made with the employee's supervisor.

E. Jury Duty and Subpoenaed Service Leave

Section 1 - If an employee is called for jury duty or subpoenaed service for a court of law, he/she will receive his/her regular salary during this service less the amount received for this jury duty or subpoenaed service.

Section 2 - To qualify for such leave, the employee must submit to his/her supervisor a copy of the summons to serve as soon as it is received.

Section 3 - An employee called for jury duty or subpoenaed service and released will report for work for the remainder of his/her shift. Proof of service must be submitted to the employee's supervisor.

Section 4 - Variations to this language due to such things as night shift duty will be addressed on an individual basis between the employee and the District.

ARTICLE VI (continued)

LEAVES OF ABSENCE (continued)

F. Military Leave of Absence

Section 1 - Any employee in the custodial and maintenance departments who is called upon to participate in military service of our country shall at the time such services have been honorably completed, be returned to his or her position, or comparable position, without loss of seniority (time in service to be counted as accumulated seniority). The employee must report for work within time specified by Federal Law after completing service.

G. Personal Leave of Absence

Section 1 - Leave of absence without pay may be granted by the District for reasonable causes. The maximum leave of absence shall not exceed one month. No leave shall be granted to accept other employment. All requests for leave of absence must be filed in triplicate with one copy to the Union, and one copy to the Union President. Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be sick leave without pay, and not on leave of absence without pay.

Section 2 - An employee who meets all of the requirements as hereinbefore specified may be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. A leave of absence may be granted at the discretion of the District for reasons other than those listed above when they are deemed beneficial to the employee and the District.

H. Personal Business Days

Section 1 - Employees covered by the terms of this contract may use two (2) days per fiscal year (July 1 - June 30) of their accumulated sick leave, vacation bank or elect to receive no pay for non-profit personal business purposes with the prior approval of their supervisor. The employee must notify their supervisor five (5) calendar days in advance so that proper replacement can be arranged.

ARTICLE VI (continued)

LEAVES OF ABSENCE (continued)

I. Union Business Leave

Section 1 - Members of the union elected to union positions or appointed by the union to perform work which takes them from their employment with the District shall, at their request, receive a temporary leave of absence without pay, up to a period not to exceed one year. Employees desiring leaves under this section shall notify the employer 30 days in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request of the leave. No more than one (1) employee shall be off on leave under this section at any time. Seniority shall accumulate during the leave.

J. General Provisions

Section 1: Insurance Coverage - Premium coverage on life insurance will be paid by the District for the first six (6) months of paid or unpaid leave. Premium coverage on dental, vision and health insurance will be paid by the District for the first eight (8) months of paid or unpaid leave. If leave is due to an occupational disability while performing work for the District then premium coverage on dental, vision, and health insurance will be paid by the District for the first 12 months of paid or unpaid leave. The employee will have the option of continuing coverage at the employee's expense as provided by C.O.B.R.A. provisions.

No employee shall collect Worker's Compensation benefits and District wages for the same period, the total of which will exceed his/her regular wages.

Section 2: Replacement - Any employee hired from outside the bargaining unit to replace an employee on a leave shall be considered as a temporary employee and shall not fall under the provisions of this contract.

ARTICLE VII

ACCIDENT REPORTS

Section 1 - The employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing.

Section 2 - All accidents shall be reported to the immediate supervisor as soon as possible, and an official accident report form shall be filed in the Office of the Vice President of Business Affairs.



## ARTICLE VIII

### GENERAL

Section 1 - Equipment - The District shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness as the law requires and the District directs. Keeping the tools in safe repair is the responsibility of the employees.

Section 2 - Safety - In the interest of safety, no employee shall be ordered or forced to use known defective equipment of any nature in the line of duty that could result in the employee's personal injury or the injury of any other person. All safety hazards shall be reported to the employee's immediate supervisor.

Section 3 - Physical Exam - A current physical examination is required of all newly employed personnel from a physician designated by the College. The expense of this examination is borne by the District. The report of physical examination must be returned to the College Business Office before employment begins. A statement from the College designated physician regarding the condition of an employee's health may be required whenever such is deemed necessary by the Vice President of Business Affairs. The cost of such examination shall be at the District expense.

Section 4 - Supervisor/Project Leader - Each bargaining unit member shall have one immediate supervisor. Project leaders may be designated by the District from within the bargaining unit.

Section 5 - Use of Telephone - The District does not permit the use of school telephones for personal calls, either local or long distance, except with express permission of the Supervisor.

Section 6 - District Stationery - The District does not permit the use of District stationery for personal correspondence. It restricts the use of postage for professional and District use.

Section 7 - Uniforms - The District will furnish five (5) uniforms per year on or about April 1. Employees are required to wear uniforms at all time while on duty, and uniforms are not to be worn while off duty. If a work assignment damages or destroys a uniform, the District may replace the uniform. The District may provide coveralls for some work assignments.

ARTICLE IX  
COMPENSATION

Section 1. Rates:

The hourly rates will be as follows:

	<u>7-1-06</u>	<u>7-1-07</u>	<u>7-1-08</u> <u>7-1-09</u>
Group I - General Maintenance Worker (Probationary Period)	\$13.75	\$14.16	\$14.58
Group I - General Maintenance Worker	\$17.09	\$17.60	\$18.13
Group II - Maintenance Trainee	\$18.84	\$19.41	\$19.99
Group III - Power Systems Operator	\$20.75	21.37	\$22.01
Group IV - Maintenance Chief	\$23.07	\$23.76	\$24.47

Section 2. Work Week:

The regularly scheduled work week shall consist of forty (40) hours during a period beginning at 12:01 a.m. Sunday and ending 168 hours thereafter.

Employee must follow his/her work schedule unless change is approved by Supervisor.

If a Group I employee is scheduled to work other than five (5) consecutive work days in a seven day period, he/she will receive \$1.00 an hour in addition to his/her regular hourly rate for the one, or two, days not in the five (5) day sequence. Shift changes are excluded from this provision.

Section 3. Paid-for-Time:

a. General

All employees shall be paid for all time spent in the service of the District. Time will be figured from the time an employee is required to begin his/her work until he/she is released from duty.

Approved time will be paid on the basis of the nearest one-quarter hour. Time Clock verification is required.

b. To Attend Training Seminar:

Any employee required to attend any training seminar at times outside his/her regular working hours shall receive compensation only for the hours spent in the training seminar.

ARTICLE IX (continued)

GENERAL (continued)

c. To Attend Personnel Meeting:

Any employee required by the Director of Physical Plant or the Vice President of Business Affairs to attend a personnel meeting outside of their scheduled working hours shall receive compensation for only the hours spent at such meeting.

d. Call-Back Time:

Any employee called back to perform maintenance work after the completion of his/her regular working hours shall receive a minimum of three (3) hours compensation at the employee's regular rate. Only hours actually worked will be included for the computation of overtime. Call-back pay is for time not contiguous to the employee's regular schedule hours for that day.

Section 4 - Emergency Release Time: Any employee reporting for work on his/her regular scheduled time who is sent home by his/her supervisor through no fault of the employee shall be paid for all time worked. If the employee works less than four (4) hours he/she shall receive four (4) hours pay at the employee's regular rate of pay. Only hours actually worked will be included for the computation of overtime.

Section 5 - Lunch Period: Personnel schedules will allow for lunch breaks of 1/2 hour. This is unpaid time unless the employee is considered on call during the lunch break.

Section 6 - Break Period: Employees covered by this Agreement are entitled to a 15-minute break period for each four (4) hours of work. The break period should be taken near the middle of each four-hour work period; and, personnel may be required to remain on the site to which they are assigned.

Section 7 - Overtime Pay: The District may schedule overtime, but no employee is to work overtime unless the employee has prior approval from his/her supervisor. If requested to work overtime, an employee will be expected to do so unless excused for cause acceptable by the District.

Overtime pay shall be based on one and one-half (1 1/2) times the employee's regular rate and will be earned after employee works additional hours above his/her normal eight (8) hour work day. If an employee's normal shift is a ten hour work day then overtime will be earned for any additional hours worked above his/her normal ten (10) hour work day.

ARTICLE IX (continued)

COMPENSATION (continued)

For the computation of weekly overtime, a holiday, a scheduled paid vacation day, or a vacation day will count as an eight hour work day for a scheduled work day not worked.

Section 8 - Severe Weather and Emergency Closing's.

(a) Reporting Procedures.

When the College is officially closed, due to severe weather or other emergencies, all personnel are to report to their assigned shift or notify the Director of Physical Plant or his/her designee of their inability to report.

(b) Emergency Overtime.

During severe weather closings, the operators on duty shall be on 24 hour call. If not relieved, he/she shall be paid time and a half for each hour over his/her assigned shift. The senior or licensed operator shall be responsible for all equipment. In addition he/she will assign the additional operator(s) as to the needs of the operation. Any shift splitting or major repair shall be reported to the Director of Physical Plant or his/her designee as soon as possible.

Section 9 - Pay Days: Pay days shall be every other week during the fiscal year, July 1 through June 30. All time to be recorded on time sheets or cards and signed by the Supervisor and Employees. Pay to be based on the actual hours worked and to be forwarded to the Payroll Office on the assigned cut-off date.

ARTICLE X  
Job Description  
GROUP I

General Maintenance Worker

Narrative Description:

Under the direction of the Director of Physical Plant or his/her designee, this employee performs custodial work, grounds care, and snow removal.

Requirements:

General mechanical ability, and the ability to follow orders either orally or written, the ability to work well with others, good physical condition to perform custodial duties and tasks that require stooping, bending, lifting (at least 65 lbs.), and climbing ladders, possession of a valid vehicle operator's license, ability to operate snow removal equipment, and ability to perform grounds care work as assigned.

Essential Responsibilities:

Persons in this classification will be assigned duties to include:

1. The ability to follow oral and written orders.
2. Custodial duties e.g. general cleaning of offices, corridors, washrooms, and storage areas.
3. Vacuuming, dusting, polishing and waxing furniture, fixtures and floors.
4. Window washing.
5. Floor care - such as stripping, waxing, and buffing.
6. Special set-ups as required, to include rearranging furniture, and general clean-up after events.
7. Painting, to include preparation and clean-up.
8. Building security, e.g. locks doors, reports fires, flooding, etc.
9. Loading and unloading vehicles (at least 65 lbs.).
10. Grounds care, snow removal, e.g. trims, plants, transplants and cares for trees, flowers, shrubs, and lawns.
11. Operates and maintains grounds equipment and College vehicles.
12. Maintains roadway, parking lots, and playing fields.
13. Minor repair of cleaning equipment.
14. Minor carpet repairs.
15. Minor repairs of fixtures and building equipment as they relate to the assignment.
16. Digs ditches and/or trenches when required for construction or site development.
17. Other duties as assigned.

ARTICLE X (continued)  
Job Description (continued)  
GROUP II

Maintenance-Trainee

Narrative Description:

Under the direction of the Director of Physical Plant or his/her designee, the Maintenance-Trainee is responsible for the repair and upkeep of the College physical plant. The employee performs a variety of electrical, mechanical, structural and plumbing assignments. The employee performs related maintenance duties as assigned.

Requirements:

This position requires a higher level of skills and knowledge than is required of Group I and is designed as a training position to allow the individual to compete for advancement upon completion of the program. A High Pressure Boiler License and/or a Low Pressure Boiler License from the City of Detroit or the State of Ohio must be acquired within three years of the initial classification.

The applicant for this position must possess mechanical abilities and skills necessary to perform the essential responsibilities as listed below, the ability to follow orders orally and written, and the ability to work well with others, good physical condition to perform maintenance and boiler operations duties and tasks that require stooping, bending, lifting (at least 65 lbs.), and climbing ladders.

Some general knowledge and skills that demonstrate a good mechanical background will be required prior to acceptance as a maintenance-trainee.

Position Responsibilities:

Persons in this classification will be assigned duties to include:

1. Maintenance of heating and ventilating equipment.
2. Lubrication of all mechanical equipment.
3. Effective and safe boiler operation upon completion of training.
4. Daily inspection of all safety devices, firing equipment and water properties.
5. General repair to plumbing, electrical, glass and hardware.
6. Maintain compliance with fire regulations.
7. Fire extinguisher inspection and maintenance.

ARTICLE X (continued)  
Job Description (continued)  
GROUP II (continued)

8. Weld or braze when required as incidental to repair work.
9. Perform related maintenance and repair duties as assigned.
10. Participate as assigned in in-house on-the-job training and classroom training.
11. Boiler shift watches as assigned.
12. General carpentry projects.
13. Operate hand and power tools.
14. Preventative maintenance of all equipment as assigned.
15. Other duties as assigned.

ARTICLE X (continued)  
Job Description (continued)  
GROUP III

Power Systems Operator

Narrative Description:

Under the direction of the Director of Physical Plant or his/her designee, the Power Systems Operator operates and maintains the heating, ventilating, air-conditioning, water supply, plumbing, and electrical system for a college campus. Persons in this Group are eligible to compete for Group IV.

Requirements:

This person must have successfully completed the training program under Group II; knowledge of boilers, and mechanical equipment to include heating, cooling, and ventilation systems; a High Pressure Boiler License from the City of Detroit or the State of Ohio, a license for chemical treatment; and regular assignment to boiler operator duties; must be in good physical condition to perform maintenance and boiler operations duties and tasks that require stooping, bending, lifting (at least 65 lbs.), climbing ladders; the ability to follow orders orally and written, and the ability to work well with others. In addition, this person must also demonstrate knowledge necessary to perform the essential responsibilities of the position as listed below.

Position Responsibilities:

Persons in this classification will be assigned additional duties to include:

1. Inspects, operates, and maintains boilers and air-conditioning systems.
2. Analyzes, operates and maintains water-conditioning systems.
3. Inspects, operates and maintains transfer and heat exchange systems.
4. Operates and maintains water supply systems, storm and sanitary drain systems.
5. Operates and maintains electrical systems.
6. Training assignments as required.
7. Must be able to perform all duties of lower Groups.
8. Maintains records on all equipment, inspections, repairs, parts, usage and maintenance performed.
9. Assists in training of Group II Trainee.
10. Other duties as assigned.



ARTICLE X (continued)  
Job Description (continued)  
GROUP IV

Maintenance Chief

Narrative Description:

Under the direction of the Director of Physical Plant or his/her designee, the Maintenance Chief performs all necessary maintenance of College facilities. These duties include all trades. On occasion this person directs the work and insures the safety of assigned workers.

Requirements:

In addition to meeting all requirements for Group II and Group III, including, but not limited to successfully completing the College's Group II training program, obtaining a high pressure boiler operators license, a chemical treatment license, being in good physical condition to perform maintenance and boiler operations duties and tasks that require stooping, bending, lifting (at least 65 lbs.), climbing ladders; the employee must also have knowledge of boilers, heating, cooling, and ventilation equipment, and have at least three years of documented experience in these areas, in order to perform the essential responsibilities of the position.

Position Responsibilities:

Persons in this classification will be assigned duties to include:

1. Meets all the requirements of Groups I through III.
2. Installation of wiring, conduit, and lighting fixtures.
3. Installation and maintenance of electric motors and all other machines.
4. Service and maintenance of electrical components.
5. Balancing circuits and their repair.
6. Cuts, fits, and assembles piping for transmission of gases and fluids according to blueprints or approved lay-out.
7. Estimates materials for assigned projects.
8. Assists Director of Physical Plant or his/her designee in the layout and scheduling of the work.
9. Major renovations.
10. Completes finish concrete projects.
11. Other duties as assigned.

ARTICLE XI

BENEFITS

Section 1. Insurance's

The District will pay the premiums on the following insurance programs for employees covered under this contract:

- A. Health: The District will pay up to the full-family rate for those subscribing to the plan.
- B. Life: The District will provide for \$30,000 of life insurance and accidental death and dismemberment insurance.
- C. Dental Care: The District will pay coverage for the employee and his/her immediate family for inspection, cleaning, repair, periodontics, and orthodontic services.
- D. Long-term Disability: The District will pay for coverage which provides for disability income. Compensation under this policy normally begins ninety (90) days after the disability occurs.
- E. Vision Care: The District will provide for vision care insurance for the employee and his/her family.

No employee shall be covered under more than one health, dental care, and/or vision care plan on which the premium is paid by the District.

A more detailed description of all the above insurance coverages is provided in plan booklets provided by the insurance carrier and distributed by the College to the employees. In the event of any contradiction between the coverage in this bargaining agreement and the insurance contracts for the coverages listed above, the insurance contracts shall govern.

Section 2. Other:

- A. Regular full-time maintenance employees and their families (spouse and dependent children as defined by the Internal Revenue Service) may attend courses at the College, which are offered at hours outside their normal working hours, without payment of tuition or fees that pay for use of College-owned materials. Costs for books or manuals, or special fees required for such classes as skiing, bowling, photography, etc., will be the responsibility of the enrollee. If the cost of a course includes books and fees as well as tuition, the employee will be responsible for the costs indicated in the previous sentence.

ARTICLE XI (Continued)

BENEFITS (Continued)

B. The District agrees to pay the full tuition and authorized expenses for any employee who is directed to attend a workshop, in-service training seminar, self-improvement course, or other job-related professional growth activity which is of such a nature specifically designed to provide related on-the-job improvement.

C. In the event a certificate or license is required by the District for employees to perform their job assignments, the District shall reimburse the employee for the cost of such certificate or license.

ARTICLE XII

HOLIDAYS  
AND  
SCHEDULED PAID VACATION DAYS

Section 1. Paid Holidays:

- a. Holiday dates are listed in Appendix D.
- b. For each of the above holidays, an employee will receive eight (8) hours pay at the employee's regular hourly rate.
- c. An employee must work a minimum of one (1) month to qualify for holiday pay.
- d. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employee must work the regular scheduled work day which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to.
- e. In the instance where the employee works on the holiday, the employee shall receive time and one-half (1 ½) plus the holiday pay for eight (8) hours, only when the majority of hours actually worked by the employee fall within the holiday period.
- f. Easter Sunday will also be considered a paid holiday for any employee scheduled to work the majority of his/her hours that day.

ARTICLE XII (continued)

HOLIDAYS AND SCHEDULED PAID VACATION DAYS (continued)

Section 2. Scheduled Paid Vacation Days:

- a. Dates for scheduled paid vacation days are listed in Appendix D.
- b. If an employee works on any of these scheduled paid vacation days, the District will assign another vacation day or, at the employee's option, pay the employee eight hours straight time for the scheduled paid vacation day.

Section 3. Occurring During Vacation:

In the event a paid holiday or a scheduled paid vacation day falls within the employee's vacation period, the holiday or scheduled paid vacation day will not be charged against the employee's vacation bank.

ARTICLE XIII

VACATION

Employees will accrue vacation time at the rate of ten (10) days per year beginning with the first day of regular duty. After five (5) years, they shall accrue vacation time at the rate of fifteen (15) days per year. After fifteen (15) years, they shall accrue vacation time at the rate of twenty (20) days per year.

Vacation time will be taken at the convenience of the employee and the District but must be taken within twelve (12) months following the end of the fiscal year (June 30) of which it was earned. Exceptions may be approved by the Vice President of Business Affairs.

ARTICLE XIV

CONFORMITY TO LAW

1. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall void and render inoperative such provisions but shall not affect the remaining portions of this Agreement.
2. Upon mutual agreement of the District and the Union a meeting may be called to discuss the effects of the above paragraph.
3. No agreement or modification of any of the terms, conditions or covenants contained herein shall be made by an employee, or group of employees, covered by the terms of this Agreement with the District, unless executed in writing between the parties.
4. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE XV

TERMINATION OF AGREEMENT

Section 1 - This agreement shall be in full force and in effect from July 1, 2009 to and including June 30, 2010, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least three (3) months prior to date of expiration.

It is further provided that if no such cancellation or termination notice is given and the parties desire to continue said Agreement, either party may service upon the other a notice at least three (3) months prior to June 30, 2010 and June 30 of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 2 - It is understood and agreed between the parties that upon receiving proper cancellation notice or amendment notices to this Agreement the parties agree to start negotiations at least ten (10) weeks before the expiration or amendment date of this Agreement.

Section 3 - Notice of termination or desire to amend shall be in writing and shall be sufficient if sent by Certified Mail with Return Receipt Requested to the recognized mailing address of the other party. In the event that such notice is sent to the Union, the address is Michigan Education Association, 990 South Telegraph Road, Monroe, Michigan, 48161, and if to the District, Monroe County Community College, 1555 South Raisinville Road, Monroe, Michigan 48161, or to any other address the parties may make available to each other.

EMPLOYER

COMMUNITY COLLEGE DISTRICT  
OF MONROE COUNTY, MICHIGAN

MICHIGAN EDUCATION  
ASSOCIATION MEA/NEA

BY \_\_\_\_\_

Timothy S. Bennett,  
Vice President of Business Affairs

\_\_\_\_\_  
Bryan Rorke, President

\_\_\_\_\_  
Dr. David E. Nixon, President

\_\_\_\_\_  
Frank Davis, Vice President

\_\_\_\_\_  
Jeff Harbaugh, Bargaining Team

\_\_\_\_\_  
Tim Cady, Uniserv Director

APPENDIX A

MONROE COUNTY COMMUNITY COLLEGE  
MAINTENANCE ASSOCIATION

GRIEVANCE FORM

Name of Grievant: \_\_\_\_\_

Work Classification: \_\_\_\_\_

Rate Per Hour: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

PROVISION OF AGREEMENT ALLEGEDLY VIOLATED: \_\_\_\_\_

\_\_\_\_\_

Article	Section(s)	Page(s)
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Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RELIEF REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

APPENDIX A

GRIEVANCE PROCEDURE (continued)

**Step 1: Appealed to Immediate Supervisor**

Received by immediate supervisor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Decision of immediate supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Returned to Grievant

**Step 2: Appealed to Director of Physical Plant**

\_\_\_\_\_  
If appealed, signature of person  
appealing grievance

\_\_\_\_\_  
Date

Received by Director of Physical Plant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Decision of Director of Physical Plant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Returned to Grievant



APPENDIX A

GRIEVANCE PROCEDURE (continued)

**Step 3: Appealed to Vice President of Business Affairs**

\_\_\_\_\_  
If appealed, signature of person  
appealing grievance

\_\_\_\_\_  
Date

Received by Vice President of Business Affairs

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Decision of Vice President of Business Affairs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Returned to Grievant

**Step 4: Appealed to President**

\_\_\_\_\_  
If appealed, signature of person  
appealing grievance

\_\_\_\_\_  
Date

Received by President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Decision of President: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Returned to Grievant

APPENDIX A

GRIEVANCE PROCEDURE (continued)

**Step 5: Referred to Arbitration:**

\_\_\_\_\_  
If referred, signature of person  
referring grievance to arbitration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

APPENDIX B

Please type or print plainly

Name \_\_\_\_\_  
Last First Initial Amount

Date \_\_\_\_\_ Social Security Number \_\_\_\_\_

AUTHORIZATION FOR PAYROLL DEDUCTION

Effective this date, I, the undersigned, hereby request and authorize Monroe County Community College to deduct from my earnings the above amount on the first pay of every month for union dues or service fees. Such amounts will be remitted to the Michigan Education Association

\_\_\_\_\_  
Employee's Signature

APPENDIX C

SENIORITY LIST

<u>Name</u>	<u>Classification</u>	<u>Seniority Date</u>
1. Jeffry VanSlambrouck	Maintenance Chief Group IV	10-12-80
2. William Pickard	General Maintenance Worker Group I	07-12-82
3. Frank Davis	General Maintenance Worker Group I	10-26-86
4. Bryan Rorke	General Maintenance Worker Group I	09-25-88
5. Keith Gerweck	General Maintenance Worker Group I	07-31-89
6. David Moran	Maintenance Chief Group IV	06-25-90
7. Terry Cole	Power Systems Operator Group III	11-11-91
8. Jeffery Harbaugh	Power Systems Operator Group III	09-20-92
9. James Russo	General Maintenance Worker Group I	09-19-93
10. Kevin Zorn	General Maintenance Worker Group I	09-12-94
11. Tony Paolino	Power Systems Operator Group III	06-26-95
12. Thomas Kleman	General Maintenance Worker Group I	06-02-97
13. Dennis Bezeau	General Maintenance Worker Group I	06-03-97
14. William Bennett	General Maintenance Worker Group I	08-24-98
15. Dale Parker	General Maintenance Worker Group I	09-21-98
16. Terry Peterson	Power Systems Operator Group III	01-28-00
17. Susan Hoffer	General Maintenance Worker Group I	07-06-05
18. Mike D'Haene	General Maintenance Worker Group I	07-05-06
19. Michael Costello	General Maintenance Worker Group I	03-17-08

APPENDIX D

OBSERVANCE SCHEDULE OF HOLIDAYS AND SCHEDULED PAID VACATION DAYS

For Groups I and IV:

Friday, July 3, 2009	Independence Day Holiday
Monday, September 7, 2009	Labor Day Holiday
Thursday, November 26, 2009	Thanksgiving Day Holiday
Friday, November 27, 2009	Scheduled Paid Vacation Day
Thursday, December 24, 2009	Scheduled Paid Vacation Day
Friday, December 25, 2009	Christmas Holiday
Monday, December 28, 2009	Scheduled Paid Vacation Day
Tuesday, December 29, 2009	Scheduled Paid Vacation Day
Thursday, December 31, 2009	Scheduled Paid Vacation Day
Friday, January 1, 2010	New Year's Day Holiday
Friday, April 2, 2010	Scheduled Paid Vacation Day
Monday, May 31, 2010	Memorial Day Holiday

For Groups II and III

Saturday, July 4, 2009	Independence Day Holiday
Monday, September 7, 2009	Labor Day Holiday
Thursday, November 26, 2009	Thanksgiving Day Holiday
Friday, November 27, 2009	Scheduled Paid Vacation Day
Thursday, December 24, 2009	Scheduled Paid Vacation Day
Friday, December 25, 2009	Christmas Holiday
Saturday, December 26, 2009	Scheduled Paid Vacation Day
Sunday, December 27, 2009	Scheduled Paid Vacation Day
Thursday, December 31, 2009	Scheduled Paid Vacation Day
Friday, January 1, 2010	New Year's Day Holiday
Friday, April 2, 2010	Scheduled Paid Vacation Day
Monday, May 31, 2010	Memorial Day Holiday