

6/30/91

AGREEMENT
BETWEEN
BOARD OF TRUSTEES
OF THE
ST. CLAIR COUNTY COMMUNITY COLLEGE
PORT HURON, MICHIGAN
AND
TEAMSTERS LOCAL 214
STATE, COUNTY, AND MUNICIPAL WORKERS
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

1988 - 1989

through

1990 - 1991

St. Clair County Community College

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 1, 1988 by and between the St. Clair County Community College, 323 Erie Street, Port Huron, Michigan, and all other locations, hereinafter called the "College", party in the first part, and Teamsters Local 214, State, County and Municipal Workers, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America located at 2801 Trumbull Avenue, Detroit, Michigan, hereinafter called the "Union", party of the second part.

WHEREAS: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the College, employees, and the Union.

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

THEREFORE: It is mutually agreed as follows:

ARTICLE I

RECOGNITION, UNION SECURITY, AND DUES

- A. The College recognizes the Union as the sole and exclusive representative of the maintenance and custodial employees covered by this Agreement and accordingly will neither make nor enter into any agreements with any individuals or other unions with respect to rates of pay, wages, hours of work, and other conditions of employment for the entire term of this Agreement for all of the custodial and maintenance employees, including truck drivers.
- B. Membership in the Union is not compulsory. Regular employees have the right to join, not to join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.
- C. Membership in the Union is separate, apart and distinct from the assumption of obligation on the part of any employee covered by this Agreement. The Union is required under this Agreement to represent all of the employees equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the College after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- D. In accordance with the policy set forth above, all present regular employees in the bargaining unit who are not members of the Union on the effective date of this Agreement are not required to become members or pay Union dues as a condition of continued employment. All present regular employees who are members of the Union, or who are by virtue of Union membership or otherwise individually and voluntarily committed to the payment of Union dues, on the effective date of this Agreement, shall continue to be obligated to make payment of Union dues as a condition of continued employment. All future regular employees hired after the execution of this Agreement by the College shall become obligated to pay Union dues as a condition of employment. All present and future regular employees who are so obligated to pay dues shall pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues, but excluding initiation fees and other assessments. For such present employees, the obligation with respect to such payments shall commence on the date of execution of this Agreement; for future employees, the payment shall start thirty-one (31) days following the completion of the probationary period.
- E. Any dispute arising as to the employee's obligations to the Union under the foregoing subsections may be presented as a grievance at Step 3 of the Grievance Procedure.

ARTICLE I: Recognition, Union Security and Dues (cont'd)

- F. The Union will indemnify, defend, and hold the College harmless against any claims made and against any suit instituted against the College on account of any check-off of any payments pursuant to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payments.
- G. During the life of this Agreement, the College agrees to deduct payments required to be made pursuant to the foregoing sections (hereinafter called "dues") from the pay of each employee who, individually and voluntarily, executes or has executed a proper authorization form. Such authorization and direction for dues deductions shall become effective upon delivery to the College, and shall be irrevocable for a period of one (1) year, or until the termination of the Agreement between the College and the Union, whichever occurs sooner, and shall be automatically renewed and become irrevocable for successive periods of one (1) year each for the period of each succeeding applicable Agreement between the College and the Union, whichever shall be shorter, unless written notice is given by the employee to the College and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Agreement between the College and the Union, whichever occurs sooner.
- H. Deductions shall be made only in accordance with the provisions of this Article.
- I. A properly executed copy of an assignment-of-dues form for each employee for whom dues are to be deducted hereunder shall be delivered to the College before any payroll deductions are made. Deductions shall be made thereafter only under such assignment-of-dues forms which have been properly executed and are in effect. Any such forms which are incomplete or in error will be returned to the Union by the College.
- J. On or before the fifteenth (15) day of each month, the Union shall deliver to the College any executed authorization forms under which dues are to be deducted beginning with the following calendar month. After receipt of such an authorization form, the dues for each succeeding calendar month shall be deducted from the payrolls for that month.
- K. In the case of employees being rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed an assignment-of-dues form, deductions will be made for dues as provided herein.
- L. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of a legal assignment or the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- M. Dues deduction shall be remitted to the Financial Secretary of the Union once each month within fifteen (15) days after the last regular payday in the month. The College shall furnish the Financial Secretary of the Union, monthly, with a list of those for whom deductions have been made.

ARTICLE I: Recognition, Union Security, and Dues (cont'd)

- N. Any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, resignation, discharge, layoff, or sick leave of absence shall cease to be subject to checkoff deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.
- O. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an assignment-of-dues form may be presented as a grievance at Step 2 of the Grievance Procedure. Until the matter is disposed of, no further deductions shall be made.
- P. The College shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees wages earned.

ARTICLE II

UNION REPRESENTATION AND ACTIVITIES

- A. The College recognizes the right of the Union to designate a Steward and/or Committeemen. Such representatives must be employees of the College who meet the requirements of the Union. The authority of the Steward and Committeemen shall be limited to and shall not exceed the provisions outlined in this Article. There shall be only one (1) Steward at any given time.
- B. The Union agrees that it will certify to the College the names of newly elected and/or appointed Steward and Committeemen during the term of this Agreement. Such a Steward and Committeemen shall not be entitled to exercise their respective functions as herein described until the College has been so notified.
- C. The duties and activities of the Steward and Committeemen shall be as follows:
 - 1. To investigate and present grievances in accordance with the provisions of this Agreement.
 - 2. To serve as a collective bargaining committee.
 - 3. To transmit such messages and information which shall originate with and are authorized by the Union, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the operation of the College.
- D. The College will provide bulletin boards which may be used by the Union for posting notices approved by the College and limited to:
 - 1. Notices of Union meetings.
 - 2. Notices of Union elections.
 - 3. Notices of Union appointments and results of elections.
 - 4. Notices of Union recreational and social affairs.
 - 5. There shall be no posting of any other kind of literature or material on school property other than as herein provided, nor any distribution or transmission of any literature or material, other than the notices herein authorized, during the hours when those distributing or transmitting such literature or material or those receiving same are on school paid time.

The location of such bulletin boards shall be determined mutually by the College and the Union.

ARTICLE II: Union Representation and Activities (cont'd)

- E. Whenever it may be necessary for any Steward or Committeemen to leave his work to handle grievances, he shall be entitled to do so to the extent of not over three (3) hours per pay period (two weeks), plus such time as may be required for grievance meetings at Step 3, provided that he has the permission of his immediate supervisor, or if his immediate supervisor is not then working, that there will be no disruption of nor interference with College work. The Steward and Committeemen shall perform their regularly assigned work at all times, except when absent from work in accordance with the foregoing procedure.
- F. Authorized representatives of the Union shall be permitted, upon obtaining the approval of the Dean of Administrative Services, to visit the College during work hours to talk with the Steward and/or Committeemen and/or representative of the College concerning matters covered by this Agreement, it being understood that there will be no interference with the work.
- G. This Article of the Agreement is concerned with the proper functioning of the Union representatives. Except as specifically provided herein, no employees shall make any use of working hours for any Union activities which would interfere with the efficient performance of work.

ARTICLE III

SENIORITY

- A. The College will prepare a Master Seniority List, as soon as reasonably possible after this Agreement becomes effective, which will list, in order, the names of all employees covered by this Agreement, prepared in accordance with the provisions hereof. This Master Seniority List will be as accurate as possible at all times and will be on file in the Office of the Dean of Administrative Services and accessible to the Bargaining Committee and the Union Steward.
- B. When the Master Seniority List has been compiled as required in the foregoing paragraph, copies thereof will be made available for all employees in the bargaining unit through the Committee and Steward. At reasonable times thereafter, Union representatives will be entitled to request a duplicate copy of the Master Seniority List for the Union's information and files.
- C. The College agrees that only the names of the employees covered by this Agreement shall be placed on the Seniority List.
- D. Any employee desiring to protest the correctness of his position on the Seniority List shall file his protest in writing with the Dean of Administrative Services. For purposes of this Agreement, such a list shall be deemed to be correct for any period prior to the date of filing such a protest. If said protest is not satisfactorily adjusted, it may be presented at Step 1 under the Grievance Procedure.

ARTICLE IV

SENIORITY DATE

- A. Seniority for employees who have not served their probationary period shall start from the last date of hiring, which shall be the day, month, and year upon which the employee began his last continuous period of fulltime service, it being understood that seniority credit shall also be given for any continuous period of such service which commenced with a facility or school district which is not a part of the St. Clair County Community College. Seniority, except for retirement fund purposes, shall begin with an employee's initial date of employment at the College, regardless of source of funding for that employment. Upon completion of their probationary period, new employees and any other employees now serving a probationary period shall be placed on the Master Seniority List as of the original date and time of hire.

ARTICLE V

NEW AND PROBATIONARY EMPLOYEES

- A. Each custodial and maintenance staff member shall serve a ninety (90) day probationary period during which time there shall be no responsibility on the part of the College for their continued employment or re-employment. The probationary period may be extended an additional sixty (60) days if a marginal evaluation is received by the employee at the ninety (90) day evaluation. During such probationary period, the employee will be paid at the minimum rate for his/her classification. At the completion of the probationary period, the employee will be advanced from Step A to Step B on the pay schedule if a satisfactory evaluation is received. If the evaluation is unsatisfactory, the employee will be released. During the probationary period, the employee will accrue sick leave and vacation rights.
- B. On occasion, the College may employ nonclassified personnel for part-time or full-time work for a period of up to six (6) months. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only and shall not be used for the purpose of laying off any regular employees or so as to deprive regular employees of overtime. If the temporary position is to continue, then it shall be declared as a permanent position with the time worked credited towards the probationary period. Exceptions to this may be made for individuals replacing an employee on an unpaid leave.
- C. Federal programs involving work-study students are recognized as being outside the coverage of this Agreement, and that work-study students under such programs are not considered employees for purposes of this Agreement.
- D. Each year, the immediate supervisor shall submit a written evaluation of the performance of each employee under his/her supervision. Such evaluations shall be based upon established work standards using national standards as a guide. All evaluations shall be discussed with the employee before they are placed in the personnel file. The employee shall have the right to add remarks, statements or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation in accordance with state law.

The Union and the College will mutually develop a form to be used for such evaluations.

ARTICLE VI

TRANSFERS, LAYOFFS, AND REHIRING

A. The transferring, layoff, and rehiring of employees are the sole responsibility of the College, subject to the following:

1. All vacancies will be advertised within the College through written notice posted in each building for a period of five (5) working days. The College shall make every effort to reach a conclusion within fifteen (15) working days after the last date of posting. All applicants will be immediately notified of the disposition of their application. The successful applicant shall receive the rate for the new job, if such is different from that which he is currently receiving, commencing with the next payroll week following his selection.
2. Employees with the longest seniority will be given preference, when all other factors are equal, in filling vacancies, in the advancement of employees to higher paying jobs, in making layoffs, and in rehiring of laid off employees.
3. Recall and layoff shall be done according to seniority subject to a joint letter of understanding.
4. No employee shall be laid off unless said employee shall have been notified in writing at least thirty (30) calendar days prior to the effective date of the layoff.

B. An employee who is selected to be promoted or transferred to a new position will be given a sixty (60) calendar day trial period in which to show his/her ability to perform in the new position. This period may, in specific instances, be extended for an additional thirty (30) calendar days by mutual agreement between the Union and the Employer. In the event the employee fails to meet the standards of the new position, he/she will be returned to his/her former position.

An employee who was promoted or transferred to a new position may voluntarily elect to return to his/her former position if he/she requests such within the probationary period. Such employee will be returned to his/her former position within thirty (30) days of the request. If an employee transfers to a different position, he/she may not bid for another transfer for a period of six (6) months.

C. If an employee is assigned duties of an established classification above his/her present classification, for a period exceeding thirty (30) consecutive days and not for the purpose of covering vacations, the College will process the appropriate provisional status change to compensate the employee for the time worked in the assignment.

ARTICLE VII

LOSS OF SENIORITY

- A. Seniority shall be lost for the following reasons:
1. If the employee resigns.
 2. If the employee is discharged for justifiable cause.
 3. If the employee fails to report for work for three (3) or more days without notifying the Director of Physical Plant or the Dean of Administrative Services not later than the third day of absence, unless an adequate reason is given for such absence by the employee.
 4. If the employee fails to return to work within five (5) days after being notified to report for work by certified mail or telegram to the last address given the College and does not give satisfactory reasons.
 5. If the elapsed time of absence from work exceeds the seniority or two (2) years, which ever is shorter. If the elapsed time of absence from work is because of physical or mental disability, or maternity, the person will be placed on a preferential rehire list.

ARTICLE VIII

PREFERENTIAL SENIORITY

- A. The Union Steward shall have preferential seniority for purposes of layoff and recall. Accordingly, notwithstanding his position on the seniority list, the Union Steward shall, in the event of a layoff, be allowed to continue work so long as there is a job in the College which he is able to perform and shall be recalled to work after the layoff as soon as there is a job in the College which he is able to perform.

ARTICLE IX

MILITARY SERVICE

- A. If an employee enlists, or is drafted for active service in the Armed Forces of the United States or is required to leave because of enforced military training, upon their return shall be restored to employment within the College, with no loss of seniority, according to the law in effect at the time of such release from military service.

ARTICLE X

DISCIPLINARY ACTION

- A. The College shall not discharge, suspend, or otherwise discipline any employee without just cause. The College agrees that, in the event of a disciplinary layoff, the Steward or Committeemen representing the employee involved will be notified prior to, at the time of, or as soon as practical, after such penalty is imposed.
- B. Reprimands for minor offenses may be issued by an employee's immediate supervisor. Disciplinary layoffs shall be issued only for major offenses and shall not be imposed unless authorized by the President or the Dean of Administrative Services.
- C. It is important that complaints regarding unjust disciplinary layoffs, discharges, or suspensions be handled promptly under the Grievance Procedure, beginning at Step 2. Accordingly, grievances must be filed within three (3) working days of the layoff, discharge, or suspension. The College will review and render a decision on the case at Step 2 within five (5) working days of the receipt of the grievance.
- D. In the event that it shall be determined that a disciplinary layoff or discharge of any employee was without cause, the employee shall be reinstated unconditionally without loss of seniority and given back pay for the time lost. In the event however, that a discharge is reduced to a disciplinary layoff, compensation shall be paid for that portion only of the lost time in excess of such disciplinary layoff as finally determined.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. All grievances shall be presented and disposed of in accordance with the following procedure.

Step 1. The first step of the Grievance Procedure is an informal conference with the immediate supervisor. An appeal from the determination of such immediate supervisor will be taken informally to the Dean of Administrative Services. Any appeal from his determination is to be taken to the President or his designated representative, before registering a formal written grievance.

All formal grievances shall be presented and handled in accordance with the following procedure after compliance with the first step as set forth in Step 1 above.

Step 2. Each grievance shall be filed in writing and submitted to the Dean of Administrative Services.

Step 3. Appeal from the determination at Step 2 may be made by presenting the grievance in writing to the President and/or his designated representative, who shall meet with the Union's representative, one of whom shall be the Business Agent.

Step 4. Appeal from the determination at Step 3 may be made by presenting the grievance in writing to a committee consisting of three (3) members of the Board of Trustees.

Step 5. Appeal from the determination at Step 4 may be made by presenting the grievance in writing to the Board of Trustees on or before noon of the Monday preceding the next Regular Meeting of the Board of Trustees. The Board shall then consider said grievance at said Regular Meeting or at a Special Meeting to be called for that purpose within ten (10) days.

Step 6. If the grievance is not deemed to have been satisfactorily adjusted by the Board of Trustees at Step 5, it may then be submitted to the State Mediation Board.

- B. A Union representative shall have the right to represent any employee in any grievance proceedings upon the request of that employee. A Union representative shall have the right to process a grievance in behalf of the Union. Any individual employee may present a grievance and have the right to process a grievance in behalf of the Union. Any individual employee may present a grievance and have such grievance adjusted, without intervention of a Union representative, if the adjustment is not inconsistent with the terms of this Agreement and if a Union representative has been given an opportunity to be present at such adjustment.

ARTICLE XI: Grievance Procedure (cont'd)

- C. At each step of the formal Grievance Procedure, the members of the administrative staff or the Board shall promptly determine the grievance and give notice of its determination to the individual involved or representative of the group and the Union at that step.
- D. Every grievance shall be deemed settled and incontestable unless within ten (10) days after receipt of such notice of determination at any step appeal is taken as above provided to the next succeeding step of the Grievance Procedure.
- E. The liability of the College arising out of a grievance shall be limited to not more than fifteen (15) days prior to the date of submission of the grievance in the first step.
- F. The College shall provide all necessary forms for the processing of grievances.
- G. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the Grievance Procedure. Except as otherwise provided in this Agreement, grievances shall be limited to disputes involving the application or interpretation of this Agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms).

ARTICLE XII

PAID LEAVE TIME

- A. All regular full-time employees will be allowed one (1) day of sick leave time for each month employed subject to a maximum of twelve (12) work days in any one fiscal year. Those employees having been employed five (5) or more years at the College shall accumulate sick leave time on the basis of 1 and ½ days for each month employed, not to exceed a maximum of eighteen (18) days in any one fiscal year. (Sick leave time shall not be granted in excess of days paid leave accrued.) The date of hire shall be the determining date in moving from one service period to another. Absences chargeable against such sick leave time shall be allowed for the following reasons:
1. Personal illness or quarantine. Chargeable to leave time.
 2. Serious illness in the immediate family. Immediate family is defined as anyone living in the household or father, mother, son, daughter, step children, or spouse. Chargeable to leave time. Absences shall not exceed ten (10) days per year unless specifically approved by the Director of Physical Plant.
 3. Death in the immediate family. As defined above, but with the addition of brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren with a limit of five (5) days per occurrence. Not charged to leave time.
 4. Death in the non-immediate family with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as aunt, uncle, niece, or nephew. Chargeable to leave time.
 5. Death of a close personal friend with a limit of one (1) day per occurrence. Chargeable to leave time.
 6. Up to three (3) days in any one fiscal year at the rate of one day for each four (4) months worked, may be taken by the employee for emergency absences or personal business if requested in writing and approved by the Director of Physical Plant. Chargeable to leave time.
- B. Any unused portion of credited sick leave is deemed to be earned or accumulated at the end of that fiscal year for which credited and may be used at some subsequent time according to Paragraph A1 and 2. The maximum accumulated sick leave time shall be 150 days.
- C. Any sick leave time accumulated shall, at the time of death, be paid to the employee's estate or designated beneficiary.
- D. In any case where a school employee is absent from his employment by reason of an injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to him under the existing sick leave policy, less the amount of compensation payable to such employee under said Act.

ARTICLE XII: Paid Leave Time (cont'd)

- E. The number of days deductible from such employee's sick leave time bank, computed on the basis of the amount of compensation paid him under the Act, as measured by his regular salary, shall not be deducted from the sick leave time bank. In cases where the amount of compensation paid equals more than ½ (one-half) day, but less than one (1) whole day, the whole day shall be allowed.
- F. Evidence of illness may be requested of employees showing excessive sick leave days being taken. This could include the employee having to provide reasonable medical proof for any illness beyond three (3) consecutive days or for any illness after using fifty (50) percent of his/her annual sick leave allotment, not to include personal days.
- G. If an employee has been on sick leave and if the College has reasonable doubt as to the employee's ability to return to work, the College has the right to request that the employee present reasonable medical proof of the employee's ability to return to work. This may include a doctor's written statement. Further verification beyond this may include examination by a physician selected and paid for by the College.
- H. A leave of absence with pay, not chargeable against the employee's sick leave time allowance, shall be granted when an employee is called for jury duty. The College shall pay the employee his/her full pay and the employee shall turn over to the College any remuneration he/she receives for such jury duty, excluding any mileage and other expenses.
- I. The College shall pay the salary for two (2) members of the Union selected by the Union to attend State Conferences or workshops of Teamsters Local 214. This shall not exceed one day per individual per year.

ARTICLE XIII

UNPAID LEAVE TIME

- A. Leave of absence shall be granted for the following reasons:
1. Military Services. Employees granted a leave for this reason shall be given full credit on the Seniority List if they are called in a time of emergency.
 2. Illness for physical and/or mental disability for up to two (2) years.
 3. Maternity. The employee shall notify the College as soon as she shall determine that she is pregnant. She may continue employment until one month prior to the anticipated birth of her child, subject to obtaining a doctor's written statement that she is physically able to continue her employment. In the event that the College questions her medical ability to continue to perform her duties, the College may require an updated statement from her doctor that she remains able to continue her employment. A maternity leave of absence cannot exceed one school year in addition to the part of the school year following the birth of her child.
- B. Written requests for leave of absence must be addressed to the President of the College through regular channels and must contain the reason for the request, the effective date, the duration, and a copy of orders if (1), or a signed statement from a physician if (2) or (3).

Any employee who falsified his reasons for leave of absence to engage in other employment shall be considered as having terminated his employment with the College.

Any employee on leave of absence for specified reasons desiring to remain on leave of absence for reasons other than those originally specified shall make new application for further leave of absence under the terms of this paragraph, failing which he shall be considered as having terminated his employment with the College.

- C. Reappointment after a Leave of Absence:
1. Satisfactory evidence of physical and mental health must be filed with the Dean of Administrative Services as directed before the employee is allowed to return to duty.
 2. Reassignment may be made after a leave of absence at the discretion of the President if a position is available for which the employee is qualified.

ARTICLE XIII, Unpaid Leave Time (cont'd)

D. Forced Leave of Absence:

1. The Board of Trustees may at its discretion require any employee to submit a physical and/or psychiatric examination at any time. The Board of Trustees reserves the right to designate the physician or physicians administering such examinations, but the Board of Trustees must pay the examining physician's fee.

The Board of Trustees may, without the employee's request, give the employee a one year's leave of absence without pay except for accrued sick leave upon the written recommendation of a school designated physician and/or the school designated psychiatrist. This is subject to renewal at the discretion of the Board of Trustees.

In case an employee's record shows recurring absences which appear to be the result of chronic illness, the Board of Trustees may require the employee to visit his doctor at stated intervals. These visits shall be at the College's expense.

ARTICLE XIV

WAGES

A. Salary Schedule:

1. The salary schedules for the period of this contract are included as Schedule A.

B. Work Schedule

1. A workday shall consist of eight (8) hours including a one-half ($\frac{1}{2}$) hour paid lunch time. The work week shall be five (5) consecutive work days. Employees shall not leave the campus during their paid lunch time without the approval of their supervisor.
2. Existing employees as of January 1, 1984, will not be assigned a work week including Sunday, unless they voluntarily agree to this change.

C. Overtime:

1. Overtime pay shall be paid as follows:
 - a. Overtime pay at the rate of time and one-half ($1\frac{1}{2}$) shall be paid for all hours worked in excess of eight hours in any one day.
 - b. All work performed on Saturdays or the 6th consecutive day shall be paid at time and one-half ($1\frac{1}{2}$) unless Saturday is part of the regular work week.
 - c. All work performed on Sunday or the seventh consecutive day shall be paid at two (2) times the regular hourly rate, unless Sunday is part of the regular work week.
2. Overtime pay at the rate of two (2) times the straight time shall be paid for work performed within the calendar days of New Year's Day plus one, the Friday of Spring Break, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day plus two, and Christmas Day plus one. This pay shall be in addition to the regular pay received for the holiday. Work on Easter Sunday shall be paid at three (3) times straight time.
3. There shall be no pyramiding of overtime and the foregoing provisions are not to be construed to require duplication of overtime payments for the same hours of work.
4. The College will endeavor to approach overtime as equally as possible among the employees when the qualifications are equal. The College reserves the right to approach overtime as it deems necessary.

ARTICLE XIV: Wages (cont'd)

5. Whenever an employee is called back to work for unscheduled overtime, he/she shall be guaranteed four (4) hours of work at the premium rate. This four hour minimum shall not apply to voluntary overtime scheduled in advance. The least senior employee must take the scheduled overtime if it is refused by everyone else. A yearly overtime chart or rotation will be maintained and employees refusing overtime will be recorded.
6. An employee assigned a work week including Sunday will not be used as a reason to deny other employees overtime work in connection with non-college-sponsored events.
7. Employees required to work on days when the College is closed due to inclement weather shall be paid at one and a half times their regular hourly rate for all hours actually worked and at their regular rate for scheduled regular shift hours.

D. Shift Premium:

1. All employees assigned to a shift commencing at 1:00 p.m. or after, but before 8:00 p.m. shall receive twenty (20) cents for each hour worked in addition to their regular hourly rate. All employees assigned to a shift commencing at 8:00 p.m. or after but before 5:00 a.m. shall receive twenty-five (25) cents for each hour worked in addition to their regular hourly rate. These shift premiums are only to be paid for hours actually worked.
2. An employee assigned a workweek including a Saturday or a Sunday will receive an additional premium of three hundred seventy-five dollars (\$375) per year. If the workweek includes both Saturday and Sunday, the employee will receive an additional three hundred seventy-five dollars (\$375) per year or a total of seven hundred fifty dollars (\$750).

E. Paid Holidays. The College agrees to pay for the following unworked Holidays under the limitations and provisions set forth in this Agreement.

1. The Holidays are New Year's Day plus one, the Friday of Spring Break, Memorial Day, July 4th, Labor Day, Thanksgiving Day plus two, Christmas Day plus one. No work shall be required on the above days nor any deduction made from salary for not working such days. If the Holiday falls on a Sunday, it will be observed on the following Monday. If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If Sunday is part of an employee's normal work week, then it is a holiday.
2. An employee shall receive pay for a Holiday if he is not a temporary employee as of the day of the Holiday, the employee would otherwise have been scheduled to work on such a day if it had not been observed as a Holiday, and the employee must have worked the last scheduled work day prior to and the next scheduled work day after a Holiday scheduled for him/her. Vacation days scheduled and approved in advance shall be considered as days worked. Sick days shall count as days worked; however the College has the right to request reasonable medical proof of illness.

ARTICLE XIV: Wages (cont'd)

3. Employees who have been laid off in a reduction in force during the work week prior to or during the work week in which the Holiday falls shall receive pay for such a Holiday. Employees with the necessary seniority who have been laid off in a reduction in force and who return following the Holiday, but during the week in which the Holiday fell, shall be eligible for pay for that Holiday. Employees who are receiving salary in the form of paid leave time or vacation during the work week in which the Holiday falls shall receive pay for such a Holiday instead of being charged paid leave time for that day.
4. When an eligible employee is on an approved leave of absence and returns to work following the Holiday but during the week in which the Holiday fell, he shall be eligible for pay for that Holiday.
5. Employees eligible under these provisions shall receive pay at their regular straight time hourly rate exclusive of overtime premium for each such Holiday.
6. Employees who work on any one of the above Holidays shall be paid at the rate of two (2) times the straight time rate for all hours worked and eight (8) hours of straight time Holiday pay. This shall be understood to be triple time.
7. In applying this procedure, when any of the above enumerated Holidays fall on Sunday and the day following is observed as the Holiday by the State or Federal Government, it shall be allowed as such Holiday.

F. Vacations:

1. All employees shall be granted one day of vacation time for each month employed. Pay shall be for the regularly scheduled hours of each employee. Employees with five (5) through nine (9) years of service shall receive vacation time prorated at one and one-half (1.5) vacation days per month employed and those with ten (10) or more years of service shall receive vacation time at the rate of two (2) days per month employed. The date of hire shall be the determining date in moving from one service period to another.
2. The total vacation time that any employee may carry over from one fiscal year to the next shall not exceed fifteen (15) days. The Director of Physical Plant may make exceptions to this rule if an employee, prior to July 1, requests in writing to carry over extra vacation days and submits a mutually agreeable schedule to use these extra days before September 1.
3. Because of the necessity of avoiding undue interruptions of work, it is recognized that the College retains the right of final determination for all vacations.
4. All accumulated earned vacation time shall be paid to the employee, upon separation from employment, in their last paycheck.

ARTICLE XIV: Wages (cont'd)

G. Hospitalization and Insurance:

1. For the duration of this Agreement, the College shall provide each full-time employee full family coverage under the Blue Cross Comprehensive Hospital Plan and Blue Shield MVF-1 Plan, the Member Liability Rider, the Master Medical Option 4 Plan, and the Prescription Drug Program \$2 Co-pay. The Sponsored Dependent Rider and the Family Continuation Rider, subject to carrier restrictions, shall be available at the employee's own cost. Effective September 1, 1988, the Board shall provide the Dependent Children Rider and the following programs: The Prevent Program (Rider HPCP-A and HPCP-B), the Second Surgical Opinion Program (Rider PCES and PCES-II), and the Predetermination Requirement for Foot Surgery Program (Rider PRFS). Such coverage shall commence as soon after the employee has started work as is allowed under the rules of the service.
2. No contributions will be made during leaves of absences and layoffs. Upon termination of employment, all contributions shall cease.
3. Laid off employees may purchase, at their own expense, at College groups rates, up to sixty (60) days of hospitalization and/or life insurance currently provided for the employees to the extent that the carrier permits. The cost of said hospitalization and/or insurance will be paid by the employee in advance.
4. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance thereof. It shall be the responsibility of the employee to complete the proper forms adding or deleting family members by contacting the Employee Services Office within 30 days of a change.
5. Employment of both husband and wife by the College shall not be construed as requiring the College to pay more than the total cost of providing for the coverage specified herein.
6. The College agrees to provide a \$15,000 Term Life Group Insurance Policy with Accidental Death and Dismemberment for each 10-12 month full-time employee, in a company to be selected by the College and the premiums thereon, less any dividends paid by the College. This insurance shall increase to \$20,000 plus \$20,000 Accidental Death and Dismemberment effective August 1, 1986.
7. The College shall provide long term disability insurance for each 10-12 month full-time employee and pay the necessary net premium; said disability insurance to provide up to 60 percent of the regular employee's salary excluding fringe benefits, to a maximum of \$1,500 per month, coverage to start 180 calendar days from the initial disability. The disability insurance coverage provides an exclusion for amounts received from social security or other life insurance or benefits, where the payments are a result of the disability. Once the employee is eligible to receive benefits under this paragraph, he may no longer draw sick leave benefits. The College's obligation to pay premiums for insurance in paragraph: G.1, G.6 and H.1 shall cease once the employee begins receiving disability benefits.

ARTICLE XIV: Wages (cont'd)

G. Hospitalization and Insurance (cont'd)

8. Employees on unpaid long-term leaves of absence shall not be eligible for coverages in paragraphs G.1, G.6, G.7, and H.1

H. Optical and Dental Insurance:

1. The College agrees to contribute towards the cost of the Michigan Conference of Teamsters Health and Welfare Fund the sum of \$9.35 (Nine Dollars and Thirty-five Cents) per week per 10-12 month full-time Union employee commencing July 1, 1988, and continuing only as long as the group plan is offered by the Teamsters which will include the employee covered by this Agreement. No part of such contribution may be applied towards premiums of any other insurance or hospitalization and no cash payment will be made to any employee in lieu of such contribution by the College.
2. No contributions will be made during leaves of absence and layoffs and upon termination of employment, all contributions shall cease.
3. Employees must have authorized a payroll deduction for the specific coverage, if the contribution by the College is less than the cost of the coverage, in order to be entitled to the contribution provided herein. Selection of coverage may be made at the time of hiring or at an annual date to be established by the College. Employees making no selection of coverage will receive no benefit under this provision.
4. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries. It shall be the responsibility of the employee to complete the proper forms adding or deleting family members by contacting the Employee Services Office within 30 days of change.

By execution of this Agreement, the College hereby authorizes the Union, who are signatories to similar collective bargaining agreements signed with the Teamsters Union, to enter into appropriate trust agreements necessary for the administration of the Michigan Conference of Teamsters Health and Welfare Fund to designate the Union trustee and the employer trustee under such fund. The College shall in no way be held responsible for the operation of the fund, and, therefore, waives all notice required in connection with the organization thereof.

I. Tuition Deferment:

1. A full-time employee, spouse, and dependent children living at home may enroll in college credit or adult education classes without tuition charges; provided that in case of the spouse or dependent child, such employee must have been employed with the College for a period of at least one (1) year prior to the enrollment of said spouse or dependent children.

ARTICLE XIV: Wages (cont'd)

I. Tuition Deferment (cont'd)

2. In the event a contact hour fee is charged for any class(es) or course(s) taken, the deferment will include the contact hour fee for a full-time non-probationary employee only. A spouse or dependent children of the employee will pay the contact hour fee.

J. College Events

1. The College shall allow any employee and one (1) person to attend all college sponsored functions, with the exception of events sponsored by the Little Theatre, International Symphony, Dinner Theatre, and Student Government Activities, by showing an Identification Card or other suitable identification provided by the College.

K. Longevity shall be paid on the base wage schedule in addition to the regular hourly rate, based upon the employee's years of service at the College.

After ten (10) years	2%
After fifteen (15) years	4%
After twenty (20) years	6%
After twenty-five (25) years	8%

The date of hire as a College bargaining unit employee shall be the determining date in moving from one longevity rate to another.

- L. An employee, who has at least ten (10) years of full-time service at the College and who is eligible to immediately receive Michigan Public Schools Employee's Retirement System benefits, shall be eligible for a lump sum supplemental retirement benefit upon his/her retirement from the College. This benefit shall be equal to One Hundred Fifty Dollars (\$150) per year of full-time Service at the College. The maximum benefit is Three Thousand Dollars (\$3,000).

ARTICLE XV

SAFETY OF EMPLOYEES, FACILITIES, AND EQUIPMENT

- A. The College expects its employees, after proper training, to be safety conscious and capable of advising immediate supervisors or the Director of Physical Plant of safety concerns with respect to College buildings, equipment and property.
- B. College officials and immediate supervisors, on being advised of safety concerns, shall take immediate appropriate action to investigate and resolve these concerns.
- C. The College does not expect that any employee will be required to operate any equipment which is not in a safe operating condition or not equipped with such safety devices as may be required by law.
- D. All defects in equipment shall be promptly reported on a form supplied by the College. In the absence of any such report, the College shall be entitled to assume that the equipment is in a safe operating condition.

ARTICLE XVI

MANAGERIAL RIGHTS

- A. The College retains all rights, powers, and authority with which it was vested prior to recognition of the Union, except as specifically limited by express provisions of this Agreement.

ARTICLE XVII

WAIVER CLAUSE

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed on the College and the Union, except as provided by law.
- B. This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between the parties. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVIII
STRIKES AND LOCKOUTS

- A. The Union agrees that so long as this Agreement is in effect, neither Union nor any of the employees covered by this Agreement shall engage in any strike, slow-down, or stoppage of work, any disturbance on College property, or other interference with work or threat of inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this article, including any Union Steward or Committeemen condoning or participating therein, shall be subject to disciplinary action, including discharge. The College agrees that so long as this Agreement is in effect, there shall be no lockouts.

ARTICLE XIX

SUBCONTRACTING

- A. The Board will continue its established Policy and practice of giving employees preference for work they have customarily performed and will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable at the College or (b) the schedule for such work cannot be met with the equipment or skills available for such work as determined by the Employer.

ARTICLE XX

PRONOUNS

- A. It is understood and agreed that reference to he, his, or other masculine nouns shall be held and interpreted to read she or feminine nouns in the appropriate circumstances.

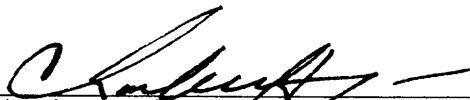
ARTICLE XXI

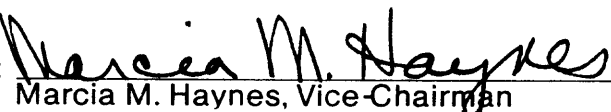
DURATION OF THIS AGREEMENT

- A. This Agreement shall continue in full force and effect until midnight, June 30, 1991, and from year to year thereafter, unless prior to ninety (90) days before any expiration date, either party shall notify the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of the year in which notice is given.
- B. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination.

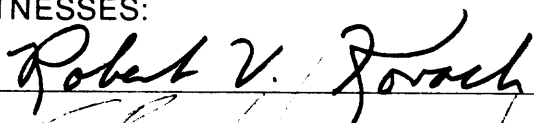
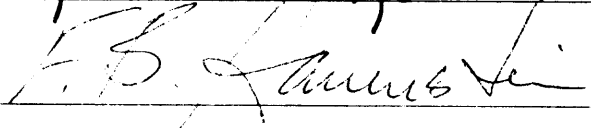
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

ST. CLAIR COUNTY COMMUNITY COLLEGE

By: 
Charles W. Staiger, Chairman
Board of Trustees

By: 
Marcia M. Haynes, Vice-Chairman
Board of Trustees

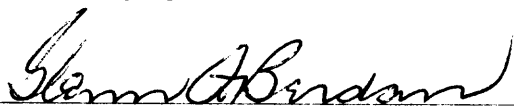

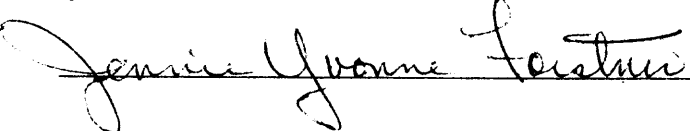
WITNESSES:

TEAMSTERS LOCAL 214 STATE, COUNTY AND MUNICIPAL WORKERS, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

By: 
Anthony F. Marok
Staff Representative

WITNESSES:

SCHEDULE A
HOURLY WAGE SCHEDULES

CLASSIFICATION	1988-89	1989-90	1990-91
Maintenance Engineer	10.34	10.96	11.62
Maintenance Man	9.91	10.51	11.14
Custodian I*	9.22	9.77	10.36
Custodian II	8.59	9.11	9.66
Custodian III	7.69	8.15	8.64
Custodian IV	7.00	7.42	7.87

A new employee shall be paid at an hourly rate \$1.00 less than the amounts stated above until they have satisfactorily completed his/her probationary period.

- * A Custodian I appointed as the night shift foreman shall receive an additional \$.25 per hour.

