

MAINTENANCE - OPERATIONAL

MASTER CONTRACT

May 8, 2009 through June 30, 2012



An agreement between the Charles Stewart Mott
Community College Board of Trustees and the
Service Employees' International Union,
Local 517M

**AGREEMENT BETWEEN
BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE**

AND

**SERVICE EMPLOYEES' INTERNATIONAL UNION
C.S. MOTT MAINTENANCE-OPERATIONAL EMPLOYEES UNIT OF
LOCAL 517M**

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AGREEMENT

This Agreement entered into this 8th day of May 2009, by and between the BOARD OF TRUSTEES OF Charles Stewart Mott Community College, hereinafter called the “College”, and the SERVICE EMPLOYEES’ INTERNATIONAL UNION, Local 517M, hereinafter called the “Union”.

ARTICLE 1 **PREAMBLE**

Section 1. WHEREAS, the College and the Union recognize and declare that quality service, sanitation, and safety are necessary to provide a quality education for the students of the Charles Stewart Mott Community College, which is their mutual aim, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall promote and encourage a spirit of confidence and cooperation between the College and its employees, establish rates of pay, hours of work, and terms and conditions of employment of the College employees fully described in Appendix A hereof.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 **DEFINITIONS**

Section 1. The term “classification” refers to the four types of jobs covered by this Agreement consisting of custodians, groundskeepers, utility workers and maintenance workers. A classification may have one or more levels of increasing responsibility (for example, Custodian, Custodial Group Leader, Senior Custodial Group Leader). These levels are assigned a grade and a pay rate. This structure is found in appendix B of this Agreement.

Employees may progress within the levels of a classification or from one classification to the next higher classification. This system of progression is called the progression track and descriptions of the levels, their duties and minimum entry requirements are contained in the Appendix section of this Agreement. *(Revised 11/30/11, LOA)*

Section 2. The terms “College” and “Union” shall include authorized officers, representatives, and agents. Despite reference herein to the “College” and “Union” as such, each reserves the right to act hereunder by committee, or designated representative.

ARTICLE 3
RECOGNITION

Section 1. The College hereby recognizes the Union as the exclusive bargaining representative for all Maintenance & Operational personnel of the Charles Stewart Mott Community College Board of Trustees as listed in Appendix A.

ARTICLE 4
UNION SECURITY

Section 1. All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make representation fee payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to temporary employees except as provided in Section 3.B.3 of Article 9.

ARTICLE 5
DEDUCTION OF UNION DUES

Section 1. During the term of this Agreement, the College will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, special assignments, representation fee payments and voluntary C.O.P.E. deductions.

- A. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement.
- B. The College will continue to honor those written assignments already in its possession.

Section 2. The Union shall notify the College's payroll department or designee in writing of the amount of such dues, fees, assignments, representation fees and voluntary C.O.P.E. deductions.

- A. The College will cause such dues, fees, assignments, representation fees and voluntary C.O.P.E. deductions to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made.
- B. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.

Section 3. All employees presently employed by the College shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the College.

- A. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the College.

Section 4. The Union shall indemnify the College against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the College for the purposes of complying with the provisions of Article 4 of this Agreement and Sections 1, 2, and 3 of this Article.

ARTICLE 6
JOB STATUS AND FUNCTION OF UNION OFFICERS

Section 1. The Union shall appoint one (1) Unit President and one (1) Unit Vice President and one (1) Recording Secretary.

A. No representative, regardless of when selected, shall function as such until the College's senior Human Resources Manager has been notified in writing by the President of the local Union, Unit President, or an International Union representative of his/her selection.

B. Notice of the selection of representatives shall be given at the earliest possible date.

Section 2. Representatives and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances, subject to the limitations set forth in this Agreement.

Section 3. Any representative having an individual grievance in connection with his/her own work may ask that another representative or Union official assist him/her in adjusting the grievance with his/her supervisor.

Section 4. Union representatives shall not come into buildings to talk to the employees unless they first give notice to the employee's supervisor or his/her designee.

ARTICLE 7
PAID BARGAINING TIME

Section 1. The College has granted to Union representatives in the bargaining unit three hundred and fifty (350) hours of paid release time to be used for contract negotiations and the adjustment of grievances annually.

A. Any hours remaining at the close of the fiscal year shall be forfeited.

B. The following rules shall govern the use of the paid release time allowance:

Section 2. The hours of paid release time allowance shall not exceed eight (8) hours per week for adjustment of grievances at Levels One (1) and Two (2).

Section 3. Paid release time allowance for contract negotiations and the adjustment of grievances at Levels Three (3) through Five (5) shall be unlimited until the paid release time allowance is exhausted.

A. It is recognized that negotiations meetings and the times for grievance hearings are established by mutual agreement.

Section 4. All time spent during scheduled working hours by representatives shall be charged against the paid release time allowance.

Section 5. Time spent beyond scheduled working hours is also charged to the paid release time allowance and the employee may elect pay or comp time on an hour for hour basis.

Section 6. Union representatives will give two (2) hours advance notice to their supervisor when requesting paid release time off the campus and must also be approved, in writing, by the local Unit President.

A. If paid release time off the campus does not have the written approval of the local Unit President, such time shall be deducted from the employee's pay.

Section 7. All time spent by representatives who are employees in contract negotiations or adjustment of grievances during scheduled working hours shall be recorded in such manner as shall be required by the College.

A. A copy of such record shall be given to the Unit President on each regular pay period.

B. Time not so recorded shall not be paid time.

C. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief person is provided who is

paid time and one-half in which case one and one-half (1½) times the hours thus spent shall be charged against the paid-time allowance.

Section 8. No employee will be allowed to take more than twelve (12) hours from his/her regular work schedule per week.

Section 9. Representatives will give two (2) hours advance notice to their supervisor before leaving their work assignment on paid release time.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. **Definitions:**

- A. A grievance is a claim by one or more Maintenance and Operational employees, of improper application or interpretation of this Agreement specifying the part of the Agreement which is claimed to be violated and the relief requested.
- B. The term Maintenance and Operational includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement.
- C. The term days, when used in this paragraph, shall mean working days.

Section 2. **Purpose:**

- A. The purpose of the Grievance Procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.

Section 3. **Representation:**

- A. Nothing herein contained shall be construed to prevent any individual Maintenance and Operational employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to review the adjustment prior to finalization.
- B. Union representatives shall not come into the building to talk to the employees unless they first give notice to the employee's supervisor.
- C. The College's Appeal Committee at Level Four (4) shall consist of the College's senior Human Resources manager and other members as approved by the College. The employee filing the grievance must be present at Level Four (4).
- D. Upon request of either party hereto, the employee involved in a grievance may be present at any level of the Grievance Procedure.
- E. Temporary employees and new employees on probation have no grievance rights, but may request representation in matters covered by the terms of this labor agreement. *(Added 11/30/11, LOA)*

Section 4. Timelines:

Any grievance not appealed by the Union or aggrieved employee within four (4) working days after receipt of written answers at Levels Two (2) and Three (3), and within ten (10) working days at Level Four (4) shall be considered settled on the basis of the last disposition by supervision.

- A. If an answer is not received within the time limits set forth above, an appeal may be taken to the next level. A grievance may not be filed after the lapse of twenty (20) working days from the date the incident occurs.
- B. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representatives of each party.

Section 5. Level One (1): An employee having a grievance shall first take the grievance up with his/her immediate supervisor.

Section 6. Level Two (2): If the grievance is not settled, the employee may request his/her immediate supervisor to call the Union representative to handle the grievance.

- A. The supervisor will call for the representative without undue delay and without further discussion of the grievance until the representative is present.
- B. The representative shall not leave his/her assignment without notifying his/her supervisor and until the arrival of his/her relief if the supervisor shall require that he/she be relieved; provided that, in no event shall a representative be denied relief for a period in excess of forty-eight (48) hours from the time of the call.
- C. In the event the representative is not available, any available representative may be called to process the grievance in which event the above procedure for job relief shall apply.
- D. In the event a grievance is not settled through the informal conference procedure outlined in Section 5 above, the grievance shall be reduced to writing on forms to be provided by the Union.
 - 1. The form shall be completed in three (3) copies and signed by the aggrieved employee.
 - 2. A formal written grievance must be filed within twenty (20) working days after occurrence of the events giving rise to the grievance.

3. The supervisor and the aggrieved employee and/or his/her representative shall meet within four (4) working days immediately following the signing of the grievance and attempt to adjust the grievance.
4. Within four (4) days after such meeting, the supervisor shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union, and one (1) copy of which shall be attached to the supervisor's copy of the grievance form.

Section 7. **Level Three (3):** If the grievance is not settled at Level Two (2), the employee and/or his/her representative may appeal the matter to the senior manager responsible for all physical plant/facilities operations or designee.

- A. The senior manager shall attempt to adjust the grievance at the earliest possible date and may schedule a meeting with the Union if necessary. In all cases, the senior manager shall give his/her answer to the grievance within ten (10) working days after the receipt of the appeal.
- B. The senior manager shall give his/her answer to the grievance in writing, providing two (2) copies for the Union. The answer shall set forth the relevant information used in arriving at his/her decision.

Section 8. **Level Four (4):** In the event the grievance is not settled at Level Three (3), the employee may appeal the matter to the College's Appeal Committee.

- A. The appeal shall be initiated by a notice in writing filed with the College's senior Human Resources manager.
- B. The appeal shall be heard at the earliest possible date and, in all events, within ten (10) working days after the notice of appeal has been filed.
- C. The Appeal Committee shall give its answer to the grievance, in writing, within seven (7) working days after the appeal is heard.

Section 9. **Level Five (5):** Within ten (10) working days of the receipt of the answer at Level Four (4), the Union may, by written notice to the Office of Human Resources, request that the matter be submitted to arbitration.

- A. Mediation may be used, by mutual agreement, prior to filing for arbitration or after the grievance has been filed for arbitration.
- B. The parties will attempt to select an arbitrator by mutual agreement.

1. If they cannot agree on an arbitrator within five (5) working days after notice is given, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which will likewise govern the arbitration hearing.
- C. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto.
 - D. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new Agreement or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities.
 - E. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by such decision.
 - F. The cost of any arbitration under this section shall be divided equally between the College and the Union.
 1. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.
 - G. All grievances not appealed to the AAA by the Union within thirty (30) calendar days after the receipt of the Level Four (4) answer shall be considered settled on the basis of the last answer by the College's representative identified above.
 1. An extension will be granted if requested prior to the end of the 30 calendar day filing period.

ARTICLE 9 **SENIORITY**

Section 1. **Definition and Purpose:** Seniority is length of continuous service in any job in the bargaining unit.

The purpose of seniority is to determine the right of any employee to any job within a classification, and within the bargaining unit.

Section 2. **Types of Seniority:**

- A. *Classification seniority* is length of continuous service within a classification in the bargaining unit.
- B. *Bargaining unit seniority* is the length of continuous service in the bargaining unit at the College regardless of the classification in which served.
- C. *Temporary seniority* is any service by temporary employees in the bargaining unit.

Section 3. **Acquiring and Accruing Seniority:**

- A. *Probationary Employees:* Unless provided elsewhere in this agreement, all regular employees shall be on probation for the first six (6) months of their employment, provided that such employment is served in a period of six (6) consecutive months. *(Revised 11/30/11, LOA)*
 - 1. When a close-down period occurs, the six-month period shall be extended by the length of the close-down period.
 - 2. Upon the completion of the probationary period, such employees shall receive classification and bargaining unit seniority credit from the first day worked and shall thereafter accrue such seniority.
 - 3. All probationary employees are subject to dismissal at the will of the College.
 - 4. All employees whose employment ceases for any reason must, on re-employment, serve another period of probation.
- B. *Temporary Employees:* Three types of temporary employees are utilized under this agreement: substitutes; persons employed to meet temporary or seasonal needs; and persons who are hired from the outside whose work is being evaluated to fill vacant custodial and grounds positions. *(Revised 11/30/11, LOA)*

1. The College has the right to employ substitutes for regular bargaining unit employees who are absent.
 - a. The rates of pay for substitutes shall be established by the College.
 - b. Such rate shall be less than the temporary rate.
 2. Temporary employees who are hired from the outside whose work is being evaluated to fill vacant custodial and grounds positions will become regular probationary employees upon the completion of nine months of satisfactory temporary service and will serve a three month probationary period. In the event other types of temporary employees have filled a regular position for a period of six months and then successfully apply and are awarded a regular position with the same duties he/she performed as a temp, then such employees will serve the standard six month probationary period. *(Revised 11/30/11, LOA)*
 3. Temporary employees filling positions on a full-time basis shall be entitled to the regular wages provided for in this Agreement, and shall also pay the Union dues and/or representation fees as provided for in Articles (4) and (5) after the first thirty (30) working days of their employment.
 4. Temporary employees do not accrue seniority.
 5. All temporary employees are subject to dismissal at the will of the College. *(Moved from 3.B.1.c 11/30/11, LOA)*
 6. Temporary employees are ineligible for compensation except base pay and other compensation required by law (for example, overtime and comp time, unemployment and workers compensation). Temporary employees are ineligible for benefits except those which are required by law (for example, MPERS credit). Temporary employees who are hired from the outside whose work is being evaluated to fill vacant custodial and grounds positions are eligible for flex time as outlined in Section 7 Article 12. *(Added 11/30/11, LOA)*
- C. **Part-time Employees:** Any person regularly employed to work less than eight (8) hours per day, five (5) days per week, or less than fifty- two (52) weeks per year, is a part-time employee.
1. Each part-time employee shall accrue classification and bargaining unit seniority that will be prorated based on actual hours worked or paid. Seniority for part-time employees will be calculated annually as soon as possible after July 1 using 2080 as the base for a full year. For example, a part time employee who worked/was paid for 1351 hours the prior fiscal

year would be credited with .65 years of seniority on the subsequent July 1 (1351/2080=0.65).

2. **Full-time Employees:** Any person employed to work eight (8) hours per day, five (5) days per week, and fifty-two (52) weeks per year is a full-time employee. Each such employee shall accrue classification and bargaining unit seniority for each day of employment. An employee working out of class temporarily will not lose seniority in the regular class.
3. **Unpaid Leaves of Absence:** Seniority shall not accrue to any employee on unpaid leave of absence, except as follows:
 - Military leave
 - First six (6) months of any unpaid sick leave
 - During the period of up to two (2) years of leave for Union business, the employee taking such leave will return to the same classification grade and pay level he/she held prior to the Union leave.
 - First thirty (30) days of personal leave under the category of “Other Unpaid Leave”
 - First thirty (30) days of any leave for study
4. **Paid Leaves of Absence:** Seniority shall accrue during all paid leaves, including Workers’ Compensation leaves.

Section 4. *Out-of-Class Assignment:*

Bargaining unit members assigned to work temporarily out of their classification don’t accrue classification seniority in the temporary classification but will continue to accrue seniority in their regular classification.

Section 5. *Retention of Past Seniority:* All classification, and bargaining unit seniority acquired by any employee except temporary employees prior to the date of this Agreement shall be retained.

- A. When a position and/or classification composed of multiple duties performed in other classifications is eliminated, the employee in the eliminated classification/position retains his/her classification seniority in the eliminated position.

Section 6. *Merger of Classification:* In the event classifications are hereafter merged, each employee shall retain all bargaining unit seniority accrued to the date of such merger.

- A. Each employee’s classification seniority shall, after such merger, be the sum of his/her seniority accruing in each of the merged classifications.

Section 7. ***Transfers, Promotions, and Demotions:*** Any employee who is promoted or demoted or who is transferred to another classification shall not accrue seniority in the classification to which assigned until he/she has satisfactorily completed a six (6) month probationary period.

- A. Upon satisfactory completion of such probationary period, he/she shall be given credit for classification seniority from the first (1st) day of work in the classification to which he/she has been assigned.
- B. Bargaining unit seniority shall continue to accrue during such six (6) month period.
- C. Employees' positions which are protected by the provisions of Article 14 shall be filled on a temporary assignment made by management up to the length of time the position is protected.

Section 8. ***Seniority Lists:*** Seniority lists shall be prepared as soon as possible after the date of this Agreement, and such list shall be updated during the month of December, which will reflect employees' status as of November 30 thereafter.

- A. A copy of such list shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards.
- B. Each list shall include classification and bargaining unit seniority of each employee except temporary employees.
- C. In the event of layoffs, the list will be updated prior to the layoffs.
- D. Each employee shall have the right to challenge the accuracy of the seniority report for him/her in the first list posted for a period of sixty (60) days after posting.
- E. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of thirty (30) days after posting.
- F. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

Section 9. ***Loss of Seniority:*** All employees, except temporary employees, shall lose classification and bargaining unit seniority when they:

- Voluntarily quit
- Are discharged
- Are absent without notice for three (3) consecutive working days on which they are assigned to work.
- Fail to return from approved leaves of absence on or before the appointed time.

- Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Section 10. ***Bargaining Team Seniority:*** The bargaining team will hold top seniority in case of layoff.

ARTICLE 10
LAYOFF AND RECALL

- Section 1.** When any employee within any classification is laid off, the employee with the least classification seniority shall be laid off first.
- A. A minimum of twenty (20) working days will be given for notice on layoffs due to a reduction in staff, excluding temporary employees.
- Section 2.** An employee who has been laid off may, at any time, displace an employee in any other classification in which he/she has previously worked, if he/she has more seniority in the other classification than the employee to be displaced.
- A. Such employee shall be paid the highest wage rate in the other classification or his/her classification wage rate, whichever is lower.
- Section 3.** If an employee in the Maintenance and Operational department cannot displace any other employee under the provisions of this Article 10, an employee in said department may displace the employee in the custodial classification with the least bargaining unit seniority if the laid-off employee has more bargaining unit seniority than the employee to be replaced.
- A. Such employee shall be paid the highest wage rate in such classification or his/her classification wage rate, whichever is lower.
- Section 4.** Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in this Article 10 if such jobs become available before recall to the jobs from which they were laid off.
- Section 5.** No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
- Section 6.** In all instances in which a senior employee displaces a junior employee, provisions of this Agreement guaranteeing a trial period or qualifying period shall not apply, and any employee who displaces another must be capable of performing the duties of the job after a period of two (2) days in which to familiarize himself/herself with the duties of his/her job.
- Section 7.** Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded at the Human Resources Office by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice.

ARTICLE 11
VACANCIES, TRANSFERS, AND BID PROCEDURES

Section 1. **Posting Vacancies:**

- A. Promotional opportunities and vacant custodial runs shall be posted on the employee bulletin board in each building at least five (5) working days before the vacancies are filled.
- B. Unless a longer period of temporary employment is provided for elsewhere in this agreement, a vacancy may be filled on a temporary basis for a period not to exceed thirty (30) working days. Any utility or maintenance vacancy may be filled on a temporary basis while recruiting for replacement personnel for a period not to exceed six months. *(Revised 11/30/11, LOA)*
- C. Posting may be waived by agreement between the Union and the College in cases of involuntary transfers.
- D. Unit members will have the opportunity to bid on vacant custodial runs prior to utilizing the procedures in Section 5A below.

Section 2. **Involuntary Transfers:**

- A. Involuntary transfers may be made by the College for the good of the College after discussion of the transfer with the Union.
- B. Any transfer ordered by the College over the objection of the Union may be made the subject of a grievance, but such transfer shall remain in effect during the pendency of the grievance.

Section 3. **Custodial Run Bid Procedures:** Bids to fill any vacant run shall be made in the following manner, and no bid will be considered which does not meet the following requirements:

- A. Each employee shall fully complete one (1) bid form provided by the College for each posted vacancy.
- B. The bid form shall be placed in the envelope provided by the College and placed in a locked box in a mutually agreed upon location.
- C. All blanks on the outside of the envelope shall be properly and completely filled in.
- D. The employee shall submit the envelope containing the bid prior to the deadline fixed for submitting bids.

- E. A Union representative may submit a bid for an absent employee if the Union representative writes on the bid form the employee's name and his/her own name.
- F. The bid run will be awarded to the employee with the highest classification seniority.
- G. The College shall place a successful bidder in the run within five (5) working days of bid opening.
- H. In case of a bid withdrawal, the run will go to the next bidder.
- I. If the run is not filled within a period of ninety (90) calendar days because of budgetary restraints or no successful bidders, the run shall be reposted.
- J. Employees may not successfully bid more than twice in any twelve (12) month period.
- K. Non-acceptance of a bid award counts as a successful bid.

Section 4. **Maintenance Shift Bids:** Current maintenance employees who have five (5) years of continuous maintenance classification seniority and wish to request a shift change must file their written bid beginning May 1st through June 1st.

- A. Requests received after June 1st will not be considered. Shift assignments will be made based on maintenance classification seniority.
- B. The actual shift change will occur on July 1st.

Section 5. **Filling Vacancies:**

- A. The College will continue its temp to regular hiring process whereby employees newly hired as custodians or groundspeople will initially be hired for a nine month trial period as a Mott temporary employee to assess potential employee performance. During this nine month period of temporary at-will employment, such employees receive only those benefits and compensation required by law or specifically provided elsewhere in this labor agreement. Temporary employees who successfully complete this nine month trial period will have their employment status changed to regular employee and will serve a three month probationary period, subject to the probationary provisions of this labor agreement and eligible for compensation and benefits provided probationary employees under this Agreement.

As a one time exception, temporary at-will employees engaged as of the effective date of this tentative agreement (November 30, 2011) who are selected to fill regular TAP vacancies and who have had one or more years of continuous temporary experience with the College shall have up to one year of their temporary time counted toward the

trial/probationary period. To ensure that there are no ties in seniority, these employees will participate in a random drawing to determine their order of hire. (*Revised 11/30/11, LOA*)

B. Promotional Opportunities:

1. Promotional opportunities to grounds and maintenance will initially be posted internally for a minimum of five (5) working days unless the College's Affirmative Action Plan requires external posting.
2. If the Affirmative Action Plan does not require external posting, the initial internal posting will limit applications to current M&O bargaining unit members.
3. If there are no qualified internal candidates, Management will determine the next steps for filling the vacancy.
4. Candidates will be assessed using the College's standard comprehensive selection processes overseen by the Human Resources Office and such processes ordinarily include components such as knowledge, performance assessment, oral interview, current discipline and performance history in the past two (2) years. Licensing or certification from external organizations may be required.
5. Tests from outside organizations or those developed by the College's HR Office may be utilized as part of the selection process.
6. In the event all factors are equal, the promotion will be awarded to the internal candidate with the most bargaining unit seniority. Ties in bargaining unit seniority will be broken by lot.

Section 6. Maintenance Levels:

- A. Attainment of the varying levels is based on the standards contained in Appendix B when the supervisor and the department head verify in writing that the requirements in Appendix B have been met and HR has verified eligibility including, if appropriate, the credentials.
- B. Employees at the higher levels are expected to continue to perform in a satisfactory manner all proficiency areas in the lower levels.
- C. The College and the Union may agree to create levels and standards for other classifications.

Section 7. ***Testing and Trial Period:*** Employees other than new hires who apply for and receive a promotion shall be given a maximum of six (6) months to prove his/her ability to perform the required duties of the position.

- A. If unable to qualify, he/she shall be returned without prejudice to a position equal to his/her former position at his/her former rate of pay as soon as such vacancy is available.
- B. Until a vacancy is available, he/she may be assigned to other duties at his/her former rate of pay.
- C. On or before completion of the six (6) month trial period, the employee's ability to do the required work must be evaluated by his/her immediate supervisor, who shall give consideration to the employee's willingness to work, his/her ability to do the required work, and his/her progress in achieving the skills he/she has had the opportunity to learn.
- D. If the supervisor shall determine that the employee has not proved his/her ability to do the work required within the trial period, the vacancy will be filled by offering the position to the next most qualified person who competed under Section 5 above.
- D. No promoted employee who has successfully completed the six (6) month trial period shall be required to complete another trial period in the classification to which he/she has been promoted.
- F. No employee who receives an average score of less than seventy percent (70%) on all written tests and an average score of less than seventy percent (70%) on all proficiency tests shall be eligible for promotion. Any employee will be permitted to examine his/her graded test in the presence of the person or agency who administered the test.
- G. An employee who applies for and receives a promotion may request, within the trial period of his/her assignment, to return to a position in his/her last former classification. On return to his/her former classification, he/she shall retain all classification seniority previously accrued in the classification to which he/she returns.

Section 8. ***Refusing Promotion or Transfer:*** Any employee may refuse promotion or transfer, except transfer for the good of the system, without loss of seniority or without prejudice to future consideration for promotion or transfer.

ARTICLE 12
WORK WEEK, HOURS OF WORK, AND SHIFTS

Section 1. ***Work Week:*** The standard work week will consist of five (5), eight (8) hour days, Monday through Friday, except in those areas where seven (7) day work week schedules are required, in which case the standard work week shall consist of five (5) consecutive eight (8) hour days in each period of seven (7) consecutive days beginning with the first shift on Saturday and ending with last shift on the following Friday.

Section 2. ***Shifts:*** The following shall be the schedule of shifts in the Maintenance and Operational Department 40-hour work week, five (5), eight (8) hour work days:

First shift	5:00 a.m.	-	1:30 p.m.
First shift	6:00 a.m.	-	2:30 p.m.
First shift	8:00 a.m.	-	4:30 p.m.
Second shift	2:30 p.m.	-	11:00 p.m.
Second shift	5:00 p.m.	-	1:30 a.m.
Third shift	9:00 p.m.	-	5:30 a.m.
Third shift	10:30 p.m.	-	7:00 a.m.

The above shift schedules will prevail except when changed by a specific bulletin issued by the College and Union.

Section 3. Employees shall not leave their assignments on paid time except with the permission of the most available supervisor.

Section 4. ***Time Clock Procedures:*** Each employee must punch his/her time card in when he/she arrives for work and out when he/she leaves work.

Section 5. ***Lunch Periods:***

- A. Paid lunch periods of twenty (20) minutes for those employees who cannot leave their job will be scheduled during the working day approximately midway in the shift.
- B. All other employees in the Maintenance and Operational Department will be assigned a lunch period of thirty (30) minutes on their own time approximately midway in the shift.

Section 6. ***Rest Periods:*** Each employee shall be granted a fifteen (15) minute rest period during each four (4) continuous hours worked.

- A. Supervisors will plan work so as to permit rest periods.

- B. Employees may not lengthen lunch periods, other rest periods, start work later, or leave work earlier because of having missed a rest period.
- C. Maintenance and Grounds employees may combine rest periods.

Section 7. ***Flexitime***: shall be limited to two (2) hours maximum in any given payroll period. Any situation which would call an employee away from work for less than two (2) hours can be made up with flexitime provided:

- A. The employee's immediate supervisor is made aware of the situation and approves the use of flexitime.
- B. The time used is made up within the current pay period.
- C. The use of flexitime is consistent with the terms of this section of the labor Agreement.
- D. Flexitime cannot be carried over to another pay period or in any way be accumulated except that employees may work up to an additional two (2) hours in the same pay period in which they are planning to use these banked hours to take time off under this flexitime procedure.
- E. All flexitime must be approved by the employee's immediate supervisor. If the employee's immediate supervisor is not available, the employee must get approval from the senior manager responsible for all Office of Physical Plant/Facilities Operations or the Vice President of Student and Administrative Services in the absence of the senior manager responsible for all physical plant/facilities operations.
- F. Employees working approved flexitime must punch out.
- G. Time cards will be used as documentation of the flexitime used.
- H. The use of flexitime must provide benefit to both the College and the employee and is expected to occur very infrequently.
- I. Requests to flex in excess of two (2) hours which are initiated by the supervisor and agreed to by the employee are permissible.

ARTICLE 13
COMPENSATION

Section 1. **Basic Rate:** Each employee shall be paid the straight hourly rate set forth in Appendix A for the classification and grade to which he/she is assigned, except as herein otherwise provided.

- A. The salary schedule for FY 09-10 represents an increase of 1.89% over the FY 06-07 salary schedule.
- B. The salary schedule for FY 10-11 represents an increase of 1.71% over the FY 09-10 salary schedule.
- C. The salary schedule for FY 11-12 represents an increase of 1.3% over the FY 10-11 salary schedule.
- D. Employees newly hired as custodians and groundspersons begin their employment as at-will temporary employees and will be paid at the appropriate temporary rate (Custodial or Grounds) as shown in Appendix A. (*Revised 11/30/11, LOA*)
- E. Upon being hired as a regular Mott employee after nine months of temporary service, the rate of pay for custodians and groundskeepers is step 0 as shown in Appendix A. (*Revised 11/30/11, LOA*)

Section 2. **Overtime:** Overtime is paid at the rate of one and one half (1 ½) times the basic hourly rate for:

- All hours worked in excess of eight (8) hours in any one (1) day provided the employee has worked in excess of forty (40) hours in the employee's scheduled work week.
- All hours worked during a paid holiday.
- A. Paid leave time shall be counted as work time in determining eligibility for overtime and/or compensatory time.
- B. Overtime hours will be equalized within classification.
- C. In the event there is overtime work to be done, Management will ask employees in classification first (for example, Custodians asked to do Custodial work first); and then other qualified bargaining unit members.
- D. When an employee refuses overtime work, the employee will be charged with the overtime hours. The employee who accepts overtime work and fails to

report shall be charged with two (2) times the overtime hours the employee was scheduled to work and, if just cause is found by supervision, will be disciplined.

- E. Equalization lists will be maintained, as provided in this Agreement, with the goal of ensuring that employees have a fair opportunity to bid on overtime and equalization lists will be continuously maintained.
- F. In selecting employees for overtime work, low-hour employees shall be asked first, etc., until the required number of employees needed for the overtime work have been selected.
- G. Supervisors are permitted to deviate up to eight (8) hours when placing the call for overtime for emergencies.
- H. It is the responsibility of each employee to furnish his/her immediate supervisor with a correct telephone number.
 - 1. If the employee does not do this, the College has no obligation to the employee and the employee shall have no basis for a grievance.
- I. Equalization charts shall be posted every two (2) weeks. Extensions may be granted if mutually agreed upon.
- J. An employee who wishes to be excused from scheduled overtime must call his/her supervisor two (2) hours in advance.
 - 1. The employee will leave a message with their supervisor if possible; if the supervisor is not available then the employee will call the senior manager responsible for all physical plant/facilities operations.
 - 2. If the senior manager responsible for all physical plant/facilities operations doesn't answer, the employee is to leave a message.
- K. Employees who have exhausted their sick and emergency leave and are removed from the payroll will be placed on high overtime upon their return to work.
- L. Employees who have not exhausted their sick and emergency leave and who have been out twenty-three (23) continuous working days will be placed on high overtime hours upon their return to work.
- M. Employees who are on paid leaves of absence, workers' compensation, jury duty, and military service for a period in excess of twenty-three (23) working days will be placed on high overtime upon their return to work.

- N. Employees who are on unpaid leaves of absence as provided for in this labor agreement and are off the payroll for a period of twenty-three (23) continuous working days will be placed on high overtime hours upon their return to work.
- O. There shall be no obligation to offer overtime to any employee who utilizes a full day or half day of sick leave on the date overtime is offered.
- P. An employee on sick leave shall not be charged for refusal of overtime for any such day.
- Q. There shall be no obligation to offer overtime to an employee on vacation. An employee on vacation who is contacted for overtime shall not be charged for a refusal.
- R. An employee previously scheduled for overtime prior to scheduling vacation shall report as scheduled unless proper notice is given in advance to the supervisor. The supervisor shall notify such employee in advance if the overtime is canceled.
- S. The equalization charts shall be posted at a mutually agreed place to assure adequate accessibility for all concerned.
- T. All Maintenance and Operational employees shall receive two (2) hours advance notice of overtime except in cases of emergency.
- U. Employees must have previously demonstrated the necessary skills to perform the overtime assignment or such overtime assignment shall be made to a qualified employee.
- V. All overtime worked must be scheduled and have prior approval of the immediate supervisor.

Section 3. **Compensatory Time:** Employees who work overtime shall be given a choice of receiving either additional pay at the time and one-half (1½) rate or compensatory time in an amount one and one-half (1½) times the overtime hours worked in conformity with federal and state law.

- A. Compensatory time may be accrued up to a maximum of one hundred (100) overtime hours of work or one hundred fifty (150) hours of compensatory time; all additional overtime hours of work shall be paid overtime compensation.
- B. Upon termination, unused accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

- C. The use of accrued compensatory time must be scheduled at least twenty-four (24) hours in advance and have prior approval of the immediate supervisor.
- D. No more than twenty-five per cent (25%) of the crew shall be off on compensatory time at any one time.
- E. When a request for use of comp time is denied, it is not subject to the grievance process.

Section 4. **Call In Pay/Shift Extension Language:** All Maintenance and Operational employees will receive a minimum of four (4) hours pay when requested to report for work outside of their regularly assigned shifts unless such work shall occur immediately preceding or immediately following their regularly assigned shift.

- A. Employees who are requested and report for work immediately preceding their normal shift will receive at least two (2) hours call in pay.
- B. Employees who are requested and continue working immediately following their normal shift will receive at least one (1) hour pay.
- C. The employee is not required to remain at work once the assignment has been completed. It is not necessary to use the equalization list to determine who to assign shift extension work (immediately preceding or following normal shift) but the hour(s) for the shift extension must be logged onto the equalization list/charged against the employee performing the shift extension work.
- D. In the event it appears that shift extension assignments are being made on preferential bases, this issue will be discussed in JLM.
- E. If changes made to the current labor agreement do not resolve the lack of availability of workers for emergency needs, then the contract will be reopened to negotiate this item only.

Section 5. **Shift Differentials:** A premium of fifteen (15) cents per hour shall be paid to each employee who works a major portion of the second (2nd) shift and thirty (30) cents per hour for each employee who works a major portion of the third (3rd) shift.

Section 6. **Group Leaders:** Group Leaders appointed by the College shall, while acting in such capacity, receive a differential of one dollar (\$1.00) per hour worked.

- A. If an employee works for less than half a shift (four (4) hours), the employee will be paid the differential for four (4) hours.
- B. If an employee works for half a shift (four (4) hours) or more, the employee will be paid the differential for the entire shift (eight (8) hours).

Section 7. **Senior Group Leaders:** Senior Group Leaders appointed by the College shall, while acting in such capacity, receive a differential of one dollar and fifty cents (\$1.50) per hour worked.

- A. If an employee works for less than half a shift (four (4) hours), the employee will be paid the differential for four (4) hours.
- B. If an employee works for half a shift (four (4) hours) or more, the employee will be paid the differential for the entire shift (eight (8) hours).

Section 8. **Custodians & Groundspersons:** Pay rates for Custodians and Groundspersons are shown in Appendix A (Grade 2 for Custodians and Grade 6 for Groundspersons).

- A. Step increases for such employees will only be paid on the basis of merit.
- B. Such employees are eligible for merit step increases on the timetable outlined in Appendix A provided their performance is judged satisfactory by management (satisfactory attendance, input from customers will be two of several factors considered by management in determining eligibility for merit increase; customer input will be evaluated by management to determine validity).
- C. Employees may be required to complete training as required by management and/or pass employee reviews. Absence of such training or reviews shall not cause the employee to be held back in the progression track or for step increases. Training may be developed between management and the union using the joint task force for progression track. *(Added 11/30/11, LOA)*

Section 9. **Contingency Payments:** A proportional allocation of half of funds unspent in the General Fund (GF) contingency at year end will be distributed to the unit.

- A. The proportional allocation to the unit will be determined in relationship to total compensation. For example, if the M&O GF total compensation is eight (8) per cent of GF total compensation, then eight (8) per cent of half of the unspent contingency will be made available to the unit for distribution to employees.
- B. The first payment, if any, will be made for the fiscal year ending June 30, 2009. Notice of the availability of funds will be provided to the Union no later than November 30.
- C. The Union will determine how the funds are allocated to individual employees but payments will only be made to individuals in the unit and active on the payroll as of December 1.
- D. Payments of less than forty dollars (\$40) per employee will not be distributed.

Section 10. Lump Sum Payments:

- A. A one-time, lump sum payment equal to 6.5% of base pay (07/08 & 08/09) will be paid to bargaining unit members on the payroll as of the date of Board of Trustee ratification.
- B. Such payment will be made no later than thirty (30) calendar days following Board of Trustee approval of the tentative agreement.
- C. An employee may receive a lump sum payment from another or different bargaining unit for prior or past service for the same period of time that a lump sum payment is due under this Agreement. In the event of such eligibility for duplicate payments, the gross amount paid under this Agreement will be reduced by the amount paid/received/due under the other bargaining agreement.

Section 11. Out of Class Pay: Pay out of classification shall be allowed beginning the first working hour.

Section 12. Longevity: Each employee covered under this Agreement shall receive a longevity allowance as follows:

After ten (10) years of continuous service to the College	\$450 per year
After fifteen (15) years of continuous service to the College	\$475 per year
After twenty (20) years of continuous service to the College	\$525 per year

- A. The initial payment will be made in one lump sum in December if the employee's anniversary date falls on or before July 1 of a given calendar year.
- B. If the employee's anniversary date is after July 1 of a given year, the initial longevity payment will be made in December of the following year.
- C. After the initial longevity payment has been received, the payments will be made in December of each year thereafter.
- D. Employees who are regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year will be paid half of the amounts shown above. Given the reduction in amount paid, the payment is made or increased based on service to the College without consideration of the number of hours worked.

E. Temporary time is not included in the calculation of eligibility for longevity.
(Added 11/30/11, LOA)

ARTICLE 14
PAID AND UNPAID TIME OFF

Section 1: Overview:

- A. Employees hired before May 8, 2009, and all maintenance workers who meet the requirements described below, receive vacation, sick leave and personal business allowances as described in this section.
- B. Employees newly hired as custodians and groundspersons on or after May 8, 2009 who meet the requirements described below, receive a paid time off allowance as described in this section.
- C. No other employee covered by this Agreement will receive vacation, sick leave, personal business or paid time off.

Section 2: *Paid Time Off for Full Time Employees Hired Before May 8, 2009:* Employees hired before May 8, 2009 and all maintenance workers who are regularly assigned to work eight (8) hours per day, fifty-two (52) weeks per year receive vacation, sick and emergency leave and personal business time as described in subsections A-C below.

- A. ***Vacation:*** Vacations are considered a matter of right and each employee shall be eligible to take his/her vacation during the fiscal year in which it is earned.
 - 1. ***Accrual:*** Vacation is earned or accrued monthly based on the employee's continuous years of service with the College. The increase in the accrual rate is made beginning with the employee's anniversary month.
 - a. Employees with less than four (4) continuous years of service to the College will accrue six and two-thirds (6 2/3) hours of vacation monthly for a total of eighty (80) hours per fiscal year.
 - b. Employees with more than four (4) continuous years of service to the College will accrue ten (10) hours of vacation monthly for a total of one-hundred twenty (120) hours per fiscal year.
 - c. Employees with more than ten (10) continuous years of service to the College will accrue thirteen and one-third (13 1/3) hours of vacation monthly for a total of one-hundred and sixty (160) hours per fiscal year.
 - 2. ***Accrual Bonus:*** A bonus of forty (40) hours will be credited to the employee's vacation bank during the anniversary month of employment. The bonus is credited:

- a. After the employee has completed four (4) continuous years of service with the College.
 - b. After the employee has completed ten (10) continuous years of service to the College.
3. *Maximum Accumulation/Forfeiture:* Any vacation time accumulated in excess of twice the employee's annual accrual will be forfeited each year on June 30th. Employees will be reminded annually of this stipulation during the month of April.
4. *Requesting/Scheduling Vacation:*
 - a. Vacation days are to be scheduled one (1) week in advance.
 - b. Request for vacation time of less than forty (40) hours may be approved at the discretion of the immediate supervisor without the employee requesting the time off a week in advance, but the exercise of such supervisory discretion shall not be the basis of a grievance.
5. *Seasonal Restrictions:* During the summer months, management may limit the number of approved vacations and leaves for custodians to 25% of the custodial employees.
 - a. Management may approve summer vacations and leaves for custodians in excess of 25% depending on factors such as work load, availability of temps, skill levels of available workers, anticipated duration of absences, etc.
 - b. Legitimate sick leave requests in excess of the 25% limit above will not be arbitrarily or capriciously denied.
 - c. Summer includes the period from the Friday before Memorial Day to the Thursday before Labor Day.
 - d. During the winter month's management will approve paid time off based upon factors such as work load, availability of temps, skill levels of available workers, anticipated duration of absences, etc.
6. *Holiday Occurring on a Vacation Day:* Paid holidays to which an employee is entitled under this Agreement shall not be counted as vacation time.
7. *Pay in Lieu of Vacation:* An employee may be paid for up to one half (1/2) of their annual vacation allowance provided the employee's vacation balance is sufficient to cover this payment.

- a. Any single request must be for a minimum of twenty (20) hours.
- b. Employees requesting pay in lieu of vacation can request to be paid by separate check providing the employee has given five (5) days notice prior to the end of the payroll period reporting date.
- c. This pay in lieu of vacation benefit cannot be utilized by an employee for three (3) weeks from the date of the employee's return to work after an unpaid disciplinary action.

8. *Vacation Payout at Separation:*

- a. Employees are eligible to receive a payout of their unused vacation time when their employment ends with the College for any reason other than gross misconduct.
- b. The employee's vacation payout will be based on their straight hourly rate in effect at the time of separation.

B. *Sick and Emergency Leave:*

- 1. *Accrual:* Employees hired before May 8, 2009 and all maintenance workers who are regularly assigned to work eight (8) hours per day, fifty-two (52) weeks per year will accrue eight (8) hours of sick and emergency leave monthly.
- 2. *Permitted Uses of Paid Sick and Emergency Leave:*
 - a. Personal Illness
 - b. Serious Illness or Death of a Member of the Immediate Family
 - c. Unusual "Hardship" Cases
- 3. *Inappropriate Patterns of Use:* Sick leave is a form of insurance intended to be saved or accumulated for future periods of time when an employee's illness or injury prevents him/her from working or when his/her illness or injury poses a threat to others.
 - a. Employees who have a pattern of inappropriate use of sick leave are subject to discipline and low priority for vacation selection.
 - b. Pattern of inappropriate use of sick leave includes, but is not limited to: a pattern of using sick leave as it is earned; a pattern of using sick leave before and/or after holidays; a pattern of using sick leave around weekends.

4. *Medical Verification:* An employee claiming leave for personal illness, before being entitled to sick pay shall, after the fifth (5th) working day of absence, submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness.
 - a. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
5. *Accrual Adjustment:* Employees who are in an unpaid status will receive sick and emergency leave prorated based on the following schedule:
 - a. If an employee is unpaid for less than half the month they would receive the full sick and emergency monthly accrual.
 - b. If an employee is unpaid for exactly half the month (15 days) they would receive half (1/2) of the sick and emergency monthly accrual.
 - c. If an employee is unpaid for more than half the month they would receive no sick and emergency accrual for that month.

For example:

An employee who starts the month in a paid status but runs out of paid leave after the fifteenth of the month would receive the full eight (8) hours sick leave credit (no reduction). This would also be the case for an employee who starts the month in an unpaid status but returns on or before the 14th calendar day of the month.

An employee who starts the month in a paid leave status and whose last day of paid leave is the 15th calendar day of the month would receive only four (4) hours of sick leave credit (4 hours reduction). Similarly, an employee on unpaid status at the beginning of the who returns to work on the 15th calendar day would have their sick leave credit reduced by four (4) hours.

An employee who starts the month in a paid status and goes on an unpaid status before the 15th would receive no sick leave credit (full 8 hours reduction). Similarly, an employee who is on an unpaid status and returns to work after the 15th calendar day would receive no sick leave credit (full 8 hours reduction).

6. *Unpaid Leaves of Absences:* Sick and emergency leave is not earned/accrued when an employee is on unpaid leave of absence but the

employee does not forfeit sick and emergency leave earned/accrued prior to the start of the leave. An accrual adjustment is made for the first month of unpaid absence using the procedure in Section e above.

7. *Serious Illness or Death of a Member of the Immediate Family:* When an emergency leave is claimed for serious illness or death of a member of the employee's immediate family, such leave shall be granted automatically for a period not to exceed five (5) working days.
 - a. Such leave may be extended automatically for a period not to exceed three (3) additional working days when serious illness of a member of the employee's immediate family is followed by death.
 - b. Before payment is made for such leaves, the employee shall submit an emergency leave application on the appropriate form to his/her immediate supervisor.
 - c. The immediate family shall mean husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
8. *Unusual "Hardship" Cases:* Leaves claimed because of quarantine shall be granted automatically upon written recommendation of the employee's immediate supervisor.
 - a. Leaves claimed for catastrophe, such as fire, flood, tornado, and accidents, shall be granted automatically upon written recommendation of the employee's immediate supervisor for a period of not more than one (1) day.
 - b. An employee who cannot safely drive to work due to heavy snowfall or ice storm may charge one day of absence against accumulated sick leave days in the event the College has not declared a snow emergency.
9. *Bonus:*
 - a. Employees who have not used any sick and emergency leave time from July 1 through December 31 shall receive a bonus payment of one-hundred dollars (\$100.00), paid in January.
 - b. Employees who have not used any sick and emergency leave time from January 1 through June 30 shall receive a bonus payment of one-hundred dollars (\$100.00), paid in July.

- c. Employees who have not used any sick and emergency leave time the entire fiscal year shall receive an additional bonus payment of one-hundred dollars (\$100.00), paid in July.
- d. Bonus payments shall not exceed three-hundred dollars (\$300.00) per fiscal year.

10. *Forfeiture of Paid Leave:* All accumulated sick and emergency leave shall be forfeited upon the resignation or discharge of an employee.

11. *Payout at Retirement:* An employee who retires from the College and qualifies for retirement benefits under the Michigan Public School Employees Retirement System shall be entitled to be paid for their unused sick and emergency leave allowance as follows:

Up to 70 days - full straight-time daily rate
exclusive of shift differential

70 to 140 days - One-half of straight-time daily rate
exclusive of shift differential

- a. All unused sick and emergency leave in excess of 140 days shall be forfeited.
- b. In the event an employee dies while employed by the college and would have qualified for retirement under the Michigan Public School Employees Retirement System, their beneficiary shall receive the same payout of sick and emergency leave the employee would have received had they not died.

C. ***Personal Business:*** Employees hired before May 8, 2009 and all maintenance workers who are regularly assigned to work eight (8) hours per day, fifty-two (52) weeks per year will be granted forty (40) hours of personal business time annually at the beginning of the fiscal year.

1. *Permitted Uses of Personal Business:* Paid personal business days are provided for legitimate business, professional, and family obligations of an employee which cannot be met outside of their regularly scheduled assignment. Some of these obligations can include, but are not limited to court appearances, scheduled medical examinations, dental appointments, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family and real estate transactions.

2. *Requesting Personal Business:* Request to use personal business days shall, except in emergencies, be made to the employee's immediate supervisor at least three (3) business days prior to the date of such leave. Exceptions to

the three (3) business day notice requirement may be made by the senior manager responsible for all physical plant/facilities operations, but such exceptions cannot be the basis for a grievance and are not precedent setting.

3. *Unused Personal Business:* Annually on July 1st, any unused personal business hours from the prior fiscal year will be rolled to the employee's sick leave bank.

Section 3. Paid Time Off for Part-Time Employees Hired Before May 8, 2009: Employees hired before May 8, 2009 and all maintenance workers who are regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year receive vacation, sick and emergency leave and personal business time as described in subsections 1-3 below.

A. ***Vacation:*** Vacations are considered a matter of right and each employee shall be eligible to take his/her vacation during the fiscal year in which it is earned.

1. *Accrual:* Vacation is earned or accrued monthly based on the employee's continuous years of service with the College. A continuous year of service is defined as 2080 hours of paid time. The increase in the accrual rate is made beginning with the employee's anniversary month.
 - a. Employees with less than four (4) continuous years of service to the College will accrue three and one-thirds (3 1/3) hours of vacation monthly for a total of forty (40) hours per fiscal year.
 - b. Employees with more than four (4) continuous years of service to the College will accrue five (5) hours of vacation monthly for a total of sixty (60) hours per fiscal year.
 - c. Employees with more than ten (10) continuous years of service to the College will accrue six and two-thirds (6 2/3) hours of vacation monthly for a total of eighty (80) hours per fiscal year.
2. *Accrual Bonus:* A bonus of twenty (20) hours will be credited to the employee's vacation bank during the anniversary month of employment. The bonus is credited:
 - a. After the employee has completed four (4) continuous years of service with the College.
 - b. After the employee has completed ten (10) continuous years of service to the College.
3. *Maximum Accumulation/ Forfeiture:* Any vacation time accumulated in excess of twice the employee's annual accrual will be forfeited each year on

June 30th. Employees will be reminded annually of this stipulation during the month of April.

4. *Requesting/Scheduling Vacation:* Vacation days are to be scheduled one (1) week in advance. Request for vacation time of less than forty (40) hours may be approved at the discretion of the immediate supervisor without the employee requesting the time off a week in advance but the exercise of such supervisory discretion shall not be the basis of a grievance.
5. *Seasonal Restrictions:* During the summer months, management may limit the number of approved vacations and leaves for custodians to 25% of the custodial employees.
 - a. Management may approve summer vacations and leaves for custodians in excess of 25% depending on factors such as work load, availability of temps, skill levels of available workers, anticipated duration of absences, etc. Legitimate sick leave requests in excess of the 25% limit above will not be arbitrarily or capriciously denied.
 - b. Summer includes the period from the Friday before Memorial Day to the Thursday before Labor Day.
 - c. During the winter month's management will approve paid time off based upon factors such as work load, availability of temps, skill levels of available workers, anticipated duration of absences, etc.
6. *Holidays Occuring on a Vacation Day:* Paid holidays to which an employee is entitled under this Agreement shall not be counted as vacation time.
7. *Pay in Lieu of Vacation:* An employee may be paid for up to one half (1/2) of their annual vacation allowance provided the employee's vacation balance is sufficient to cover this payment.
 - a. Any single request must be for a minimum of twenty (20) hours.
 - b. Employees requesting pay in lieu of vacation can request to be paid by separate check providing the employee has given five (5) days notice prior to the end of the payroll period reporting date.
 - c. This pay in lieu of vacation benefit cannot be utilized by an employee for three (3) weeks from the date of the employee's return to work after an unpaid disciplinary action.
8. *Vacation Payout at Separation:* Employees are eligible to receive a payout of their unused vacation time when their employment ends with the College for any reason other than gross misconduct. The employee's vacation

payout will be based on their straight hourly rate in effect at the time of separation.

B. *Sick and Emergency Leave:*

1. *Accrual:* Employees hired before May 8, 2009 and all maintenance workers who are regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year will accrue four (4) hours of sick and emergency leave monthly.
2. *Permitted Uses of Paid Sick and Emergency Leave:*
 - a. Personal Illness
 - b. Serious Illness or Death of a Member of the Immediate Family
 - c. Unusual "Hardship" Cases
3. *Inappropriate Patterns of Use:* Sick leave is a form of insurance intended to be saved or accumulated for future periods of time when an employee's illness or injury prevents him/her from working or when his/her illness or injury poses a threat to others.
 - a. Employees who have a pattern of inappropriate use of sick leave are subject to discipline and low priority for vacation selection.
 - b. Pattern of inappropriate use of sick leave include, but is not limited to: a pattern of using sick leave as it is earned; a pattern of using sick leave before and/or after holidays; a pattern of using sick leave around weekends.
4. *Medical Verification:* An employee claiming leave for personal illness, before being entitled to sick pay shall, after the fifth (5th) working day of absence, submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness.
 - a. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
5. *Accrual Adjustment:* Employees who are in an unpaid status will receive sick and emergency leave prorated based on the following schedule.

- a. If an employee is unpaid for less than half of the month, they would receive the full sick and emergency monthly accrual.
- b. If an employee is unpaid for exactly half the month (15 days), they would receive half of the sick and emergency monthly accrual.
- c. If an employee is unpaid for more than half the month, they would receive no sick and emergency accrual for that month.

For example:

An employee who starts the month in a paid status but runs out of paid leave after the 15th of the month would receive the full four (4) hours sick leave credit (no reduction). This would also be the case for an employee who starts the month in an unpaid status but returns on or before the fourteenth (14) calendar day of the month.

An employee who starts the month in a paid leave status and whose last day of paid leave is the fifteenth (15th) calendar day of the month would receive only two (2) hours of sick leave credit (2 hours reduction). Similarly, an employee on unpaid status at the beginning of the who returns to work on the 15th calendar day would have their sick leave credit reduced by two (2) hours.

An employee who starts the month in a paid status and goes on an unpaid status before the fifteenth (15th) would receive no sick leave credit (full 4 hours reduction). Similarly, an employee who is on an unpaid status and returns to work after the fifteenth (15th) calendar day would receive no sick leave credit (full 4 hours reduction).

6. *Unpaid Leaves of Absences:* Sick and emergency leave is not earned/accrued when an employee is on unpaid leave of absence but the employee does not forfeit sick and emergency leave earned/accrued prior to the start of the leave. An accrual adjustment is made for the first month of unpaid absence using the procedure in section e above.
7. *Serious Illness or Death of a Member of the Immediate Family:* When an emergency leave is claimed for serious illness or death of a member of the employee's immediate family, such leave shall be granted automatically for a period not to exceed five (5) working days.
 - a. Such leave may be extended automatically for a period not to exceed three (3) additional working days when serious illness of a member of the employee's immediate family is followed by death.

- b. Before payment is made for such leaves, the employee shall submit an emergency leave application on the appropriate form to his/her immediate supervisor.
 - c. The immediate family shall mean husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
8. *Unusual "Hardship" Cases:* Leaves claimed because of quarantine shall be granted automatically upon written recommendation of the employee's immediate supervisor.
- a. Leaves claimed for catastrophe, such as fire, flood, tornado, and accidents, shall be granted automatically upon written recommendation of the employee's immediate supervisor for a period of not more than one (1) day.
 - b. An employee who cannot safely drive to work due to heavy snowfall or ice storm may charge one day of absence against accumulated sick leave days in the event the College has not declared a snow emergency.
9. *Bonus:*
- a. Employees who have not used any sick and emergency leave time from July 1 through December 31 shall receive a bonus payment of one-hundred dollars (\$100.00), paid in January.
 - b. Employees who have not used any sick and emergency leave time from January 1 through June 30 shall receive a bonus payment of one-hundred dollars (\$100.00), paid in July.
 - c. Employees who have not used any sick and emergency leave time the entire fiscal year shall receive an additional bonus payment of one-hundred dollars (\$100.00), paid in July.
 - d. Bonus payments shall not exceed three-hundred dollars (\$300.00) per fiscal year.
10. *Forfeiture of Paid Leave:* All accumulated sick and emergency leave shall be forfeited upon the resignation or discharge of an employee.
11. *Payout at Retirement:* Employee who retire from the college and qualifies for retirement benefits under the Michigan Public School Employees Retirement System shall be entitled to be paid for their unused sick and emergency leave allowance as follows:

Up to 70 days - full straight-time daily rate
exclusive of shift differential

70 to 140 days - One-half of straight-time daily rate
exclusive of shift differential

- a. In the event an employee dies while employed by the College and would have qualified for retirement under the Michigan Public School Employees Retirement System, their beneficiary shall receive the same payout of sick and emergency leave the employee would have received had they not died.
- b. All unused sick and emergency leave in excess of one hundred forty (140) days shall be forfeited.

C. ***Personal Business:*** Employees hired before May 8, 2009 and all maintenance workers who are regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year will be granted twenty (20) hours of personal business time annually at the beginning of the fiscal year.

1. ***Permitted Uses of Personal Business:*** Paid personal business days are provided for legitimate business, professional, and family obligations of an employee which cannot be met outside of their regularly scheduled assignment. Some of these obligations can include, but are not limited to court appearances, scheduled medical examinations, dental appointments, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family and real estate transactions.
2. ***Requesting Personal Business:***
 - a. Request to use personal business days shall, except in emergencies, be made to the employee's immediate supervisor at least three (3) business days prior to the date of such leave.
 - b. Exceptions to the three (3) business day notice requirement may be made by the senior manager responsible for all physical plant/facilities operations, but such exceptions cannot be the basis for a grievance and are not precedent setting.
3. ***Unused Personal Business:*** Annually on July 1st, any unused personal business hours from the prior fiscal year will be rolled to the employee's sick leave bank.

Section 4. Paid Time Off (PTO) Bank – Employees Hired After May 8, 2009:

- A. ***PTO Banks:*** Employees newly hired as custodians and groundspersons on or after May 8, 2009 who are regularly assigned to work eight (8) hours per day, fifty-two (52) weeks per year, will be granted PTO annually as described below. Employees newly hired as custodians and groundspersons on or after May 8, 2009 who are regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year will be granted half of the PTO annual allowance described below. Eligibility for the increase in accrual is on the same basis as employees hired prior to May 8, 2009.
1. ***New Hire:*** Employees who are hired between July 1st and December 31st will receive the entire annual accrual of one-hundred and four (104) hours. Employees who are hired between January 1st and June 30th will receive half the annual accrual or fifty-two (52) hours. At the beginning of the fiscal year (July 1), following the employee's hire date, the employee will accrue hours based on the 2nd fiscal year amount.
 2. ***Accrual Rate:*** Employees will accrue PTO annually on July 1st of each year. The accrual rate is determined by the employee's years of service with the College. A year of service is considered any portion of a fiscal year the employee is employed by the College. Employees will earn hours based on the following schedule:
 - a. ***First Fiscal Year Amount:*** During the employee's first fiscal year of employment they will be granted one-hundred and four (104) hours of PTO.
 - b. ***Second Fiscal Year Amount:*** Beginning with the employee's second fiscal year of employment they will be granted one-hundred and twenty (120) hours of PTO annually.
 - c. Beginning with the employee's fifteenth (15th) fiscal year of employment, they will be granted one-hundred and sixty (160) hours of PTO annually.
 3. Any employee who is on an approved unpaid leave of absence or on an approved Workers' Comp leave on July 1st will not receive their annual PTO allotment until they return to active employment. Upon return, the employee will receive a prorated amount of PTO for the balance of the fiscal year. The proration is calculated by taking the employees annual allotment divided by 12 x the number of months remaining in the fiscal year, including the month the employee returned to active employment.

4. *Maximum Accrual:* An employee can accrue up to a maximum of four-hundred (400) hours in their PTO bank.
5. *PTO Forfeiture:* Any PTO time accumulated in excess of four-hundred (400) hour will automatically be forfeited each year on July 1st. Employees will be reminded annually of this stipulation during the month of April.
6. *Seasonal Restrictions:*
 - a. During the summer months, management may limit the number of employees approved off on a specific day for third (3rd) shift custodians to 25% of the third shift custodial employees.
 - b. Management may increase the number of employees off during the summer months for custodians in excess of 25% depending on factors such as work load, availability of temps, skill levels of available workers, anticipated duration of absences, etc.
 - c. Legitimate sick leave requests in excess of the 25% limit above will not be arbitrarily or capriciously denied.
 - d. Summer includes the period from the Friday before Memorial Day to the Thursday before Labor Day.
 - e. During the winter month's management will approve paid time off based upon factors such as work load, availability of temps, skill levels of available workers, anticipated duration of absences, etc.

B. Types of PTO Usage:

1. *Planned PTO Days* - Planned PTO days are those days that are requested a minimum of three (3) business days in advance of the desired time off.
2. *Unplanned PTO Days* - Unplanned PTO days are those days that are unexpected, unscheduled and/or unplanned.

- C. Inappropriate Patterns of Use:*** A portion of PTO is considered a form of insurance intended to be saved or accumulated for future periods of time when an employee's illness or injury prevents him/her from working or when his/her illness or injury poses a threat to others. Employees who have a pattern of inappropriate unplanned use of PTO are subject to discipline and low priority for approval of PTO use. Pattern of inappropriate unplanned use of PTO include, but is not limited to: a pattern of using PTO before and/or after holidays; a pattern of using PTO around weekends.

D. **Returning to work after an illness of more than five (5) days:** Before an employee may return to work after an illness of more than five (5) days' duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.

Section 5. Other Paid Time Off:

A. **Holidays:** All M&O employees, except temporary employees, shall be paid for the following holidays when they fall within a calendar week in which the employee is regularly assigned to work:

Independence Day	* Christmas Day
Labor Day	* New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day

* Refer to perpetual calendar at Appendix D

1. Payment for the holiday is the amount the employee would have earned, exclusive of shift differential, had they otherwise worked that day.
2. An employee will not be paid holiday pay if he/she is absent without pay on the day before and/or after said holiday.
3. In the event the length of the academic calendar should require unit members to work on a holiday listed in this contract, as, for example, a scheduled holiday during the Christmas/New Year period, such day(s) shall be rescheduled to be taken before the end of the fiscal year. The scheduling of such days is between the employee and their immediate supervisor.

B. **Act of God Day:**

1. When the college or a campus is closed due to an Act of God Day, M&O employees are expected to report to work unless they are notified otherwise. All M&O employees will be treated like 8-5 employees. For example, if the College closes three hours early and M&O employees are not released with pay for three hours, then they will receive an extra three hours of straight time pay. Overtime is paid when the employee satisfies the normal rules for overtime which means the employee must have worked both over eight (8) hours in that day and over forty (40) hours in that week. During a weather emergency or emergency situation, employees are required to do bargaining unit work assigned by supervision and such assignments cannot be the basis for a grievance.

2. If the employee determines it is too dangerous to report to work they must charge their absence to a leave bank provided that there is time available in a bank by following the normal procedure regarding leaves. Employees who fail to timely complete a leave form will go unpaid. If a dangerous situation prevents an employee from reporting in connection with an Act of God Day, the charge or deduction to their leave bank will be prorated, consistent with the principle that M&O employees are treated like 8-5 employees. For example, if the College closes three (3) hours early and bargaining unit members are not excused from work, an employee who determines it is too dangerous to travel to work would only need to charge five (5) hours to a leave bank to receive a full day's pay. An employee who elects to not report to work that day is not eligible for overtime that day.
- C. *Workers' Compensation:* All employees in the bargaining unit are covered by the Michigan Workers' Compensation Act.
1. The compensation provided by Workers' Compensation shall be the only compensation paid to employees entitled to workers' compensation except that, an employee may elect to charge lost wages, not covered by Workers' Compensation, against his/her unused sick and emergency leave or their paid time off bank.
 2. An employee's daily compensation cannot exceed the employee's regularly scheduled daily wage exclusive of shift differential.
 3. Any person who is injured on the job and is off on Workers' Compensation shall accrue vacation and sick days in the same manner as if he or she is working for a period up to six (6) months, but shall not exceed six (6) months, and shall be credited with these days upon return to work.
 4. Individuals with PTO will have their annual accrual reduced for each month on Workers' Compensation in excess of six (6) months.
- D. *Jury Duty and Court Service:* When an employee is called for jury services, he/she shall give their immediate supervisor proper notice and shall be given leave with pay.
1. Any juror's fees received by the employee shall be paid to the College.
 2. When an employee is subpoenaed to serve as a witness in a court action involving the College or arising out of their employment, they shall be given a leave of absence with pay for the time required for such court appearance.
 3. Any witness fees paid to the employee as a result of such court service will be paid by the employee to the College.

4. Leave with pay is only for time scheduled to work for the College.
- E. *Military Service:* Leave for military service will be granted in accordance with the requirements of state and federal law.
1. An employee in the Uniformed Services who is called to active duty during their regularly assigned work year, shall be paid the difference between their straight time daily rate, exclusive of shift differential, and the base pay and allowances provided by the Uniformed Service for a period not to exceed two (2) standard work weeks.
 2. Before such payment shall be made, the employee must file in the Office of Human Resources a letter from their immediate Uniformed Services supervisor stating the period of active duty and the allowance paid to the employee for such service.
 3. The employee's absences for military services mentioned above, shall not be charged against their sick and emergency leave bank or their paid time off bank.

Section 6. *Unpaid Leaves of Absence:*

A. *Request for Unpaid Leave of Absence:*

1. Except in emergencies or as herein otherwise provided, an employee desiring unpaid leave of absence shall apply to the College's senior Human Resources Manager for such leave at least fourteen (14) calendar days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) calendar days.
2. Requests for leaves of absences of fourteen (14) calendar days or less shall be made at least five (5) working days prior to the date on which leave is to commence except as herein otherwise provided.
3. All requests for leave of absence and all dispositions thereof shall be in writing on appropriate forms.

B. *Eligibility for Unpaid Leaves of Absence:* Unpaid leave of absence, except military leave shall be granted only after the completion of probationary service.

D. *Personal Illness or Injury:*

1. Any employee whose personal illness extends beyond the period compensated under sick and emergency leave provisions of this Agreement shall be granted extended unpaid leave for six (6) months from and after the

last day of paid sick and emergency leave, renewable at six (6) month intervals for a period not to exceed twenty-four (24) months in total.

2. The employee shall, upon demand, present proof of continuing illness.
3. If the College requires a physical examination by a physician designated by the College, the College shall bear all expense thereof.
4. Management's decision to not approve a request for an extended illness leave for longer than twenty-four (24) months shall not be the subject of grievance.
5. Employees shall not accept other employment while on extended illness leave unless permission has been granted by the College, prior to the acceptance of such employment. The College shall not withhold its permission, provided the work to be performed is not available through the College and/or is not of such a nature that it will aggravate the cause of the employee's absence.
6. Any employee who accepts other employment while on extended illness leave without the permission of the College shall be terminated as a consequence of his/her voluntary resignation.

D. *Supplemental Leave to Family and Medical Leave Act (FMLA):*

1. If, during a plan year, an employee has fully utilized his/her allowance of FMLA leave and benefits for the plan year, and the employee subsequently experiences a second situation that meets the criteria for FMLA leave, then the employee shall be granted a supplemental leave.
2. During the supplemental leave, the employee will be provided with the same benefits he/she would have received under FMLA (including College payments toward health insurance), notwithstanding the fact that the supplemental leave is not an FMLA leave.
3. The employee must satisfy the same administrative obligations for the supplemental leave that would have been followed had the occurrence been an original FMLA qualifying event

E. *Care of Newborn or Adopted Child:*

1. An employee may request to take an unpaid leave for purposes of rearing of children or adoption.
2. Such leave may be granted for up to twelve (12) months.

F. *Religious Holidays:*

1. Three (3) days' leave of absence without pay shall be granted to employees who have no accumulated vacation, personal business or PTO time who wish to observe traditional and customary religious holidays.
2. Such leave shall be granted only if the employee shall file written application thereof with his/her immediate supervisor at least two (2) working days before such religious holiday.

G. *Study Leave:* The College may grant, upon written application, a leave of absence for study for one (1) year without pay.

H. *Union Leave:* Unpaid leave of absence for Union business shall be granted for not to exceed two (2) years per employee, upon written application to the College's senior Human Resources manager; provided that, no more than one (1) employee shall be absent on union leave at any one time.

I. *Other Unpaid Leave:*

- a. Unpaid leave of absence of thirty (30) days or less may be granted for other justifiable reasons by the senior manager responsible for all physical plant/facilities operations or designee upon written application therefor.
- b. Other unpaid leaves longer than thirty (30) days may be granted upon application in writing to the College's senior Human Resources manager.
- c. Such leaves may be granted for not more than sixty (60) days in total and only on the written approval of the College's senior Human Resources manager and only when the services of the employee are not immediately required and there are employees available in the department capable of doing his/her work.
- d. An employee who accepts employment while on leave under this Paragraph will be terminated as a consequence of his/her voluntary resignation.

Section 7. *Effect of Leaves of Absence on Compensation, Benefits and Seniority:*

- A. Seniority shall accrue during all paid leaves, including Workers' Compensation leaves.
- B. Seniority shall not accrue to any employee on unpaid leave of absence except as follows:
 - Military leave
 - First six (6) months of any unpaid sick leave

- During the period up to two (2) years of leave for Union business
 - First thirty (30) days of personal leave under the category of “Other Unpaid Leave”
 - First thirty (30) days of any leave for study
- C. Employees on unpaid leave of absence shall not receive years of service credit for salary increments or for progression within any classification for which a progression track has been or may hereafter be established; provided that, employees on military service leave shall receive years of service credit towards salary increments and for advancement on the progression track if the College shall determine that the employee’s military training is equivalent to the training required for advancement in such progression track.

Section 8. *Returning from Unpaid Leaves of Absence:*

1. An employee returning from paid leave of absence shall be returned to their former position and classification, except for those employees on Workers Compensation leaves which are longer than one (1) year.
2. All employees returning from an unpaid leave of absence and Workers Compensation leave for longer than one (1) year shall be re-employed upon the same terms and conditions and in the same manner as employees who are recalled after being laid off.
3. Any employee returning from extended leave of absence for personal illness for a period no longer than six (6) months shall be placed in his/her former classification, job, position and pay.
4. Any employee on extended leave for personal illness for longer than six (6) months shall be re-employed upon the same terms and conditions and in the same manner as employees who are recalled after being laid off.
5. An employee returning from a union leave will return to the same classification, grade and pay level he/she held prior to the Union leave.

ARTICLE 15
DISCIPLINE OF EMPLOYEES

Section 1. ***Overview:***

- A. The purpose of discipline is to correct behavior.
- B. Discipline may be issued for misconduct or unsatisfactory job performance or both.
- C. Progressive discipline is utilized to communicate the need to change behavior and to warn of consequences if the behavior is not changed.
 - 1. Progressive discipline includes documented coaching, written warning, written reprimand, suspensions and discharge.
 - 2. No employee shall be disciplined without just cause, following the progressive discipline concepts outlined in this Article of this Agreement.

Section 2. ***Coaching and Relationship to Discipline:*** Supervisors occasionally have the need to discuss topics with employees and/or may elect to coach prior to initiating formal discipline. Such discussions and the preliminary steps of coaching are not disciplinary in nature.

- A. When conducting non-disciplinary coaching, the supervisor discusses what has occurred that is unacceptable, communicates performance expectations to the employee and reminds the employee that, if acceptable levels of performance are not achieved or maintained, formal disciplinary action will be taken.
- B. A procedure for coaching and disciplining is contained in Appendix C of this Agreement.
- C. When coaching is formally documented in writing by the supervisor and a copy is provided to the employee, the Union and Human Resources, this constitutes the first step of progressive discipline.
- D. While the Union does not have a right under this Collective Bargaining Agreement to be present during non-disciplinary performance coaching, supervisors may exercise their discretion to invite the Union to attend discussions or coaching meetings.
- E. If an employee wishes to speak to a Union Representative after a meeting where the Union wasn't present, the supervisor will arrange for such a meeting.

Section 3. ***Progressive Discipline:*** The progressive discipline concept utilized by the College shall be as follows:

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

- A. The initial level of discipline is determined by management after considering a number of factors including the nature and severity of the infraction and nothing in this Agreement is intended to prevent the College from bypassing the progressive discipline formula described above for more serious offenses subject to review through the grievance procedure.
- B. Serious breaches of conduct or serious failure to meet job responsibilities may result in instant suspension and/or discharge.
- C. Less serious offenses of the same or differing nature, incidents of which may accumulate within a given period of time will lead to progressive disciplinary action as defined in this Article.

Section 4. **Notice to Union:** The Unit President will be notified in advance of any meeting called for the purpose of discussing matters which might lead to discipline, including, but not limited to coaching sessions that might lead to documented coaching. Employees who waive representation must do so in writing.

Section 5. **Serious Offenses:** The term “serious offenses” shall include, but not be limited to, the following:

- A. Disciplinary action will be reprimand to discharge for the following serious offenses:
 - Falsification of personnel or other records
 - Falsifying time cards of his/her or other employees
 - Possessing concealed, unauthorized weapons or explosives on College property
 - Fighting on College property at any time
 - Making false, vicious or malicious statements about any employee or supervisor
 - Conduct unbecoming a College employee
 - Insubordination (except in cases where the supervisor’s order would cause the employee to commit an unsafe or illegal act)
 - Drinking or using illegal drugs on the job.
 - Reporting for work under the influence of alcohol or drugs
 - Absence without reasonable cause
 - Deliberate violation of an established safety practice or rule

- B. Disciplinary action will be a voluntary quit for the following serious offenses:
- Absence of three (3) continuous working days without properly notifying supervisory personnel
 - Failure to report to work at the termination of a leave of absence
- C. Disciplinary action will be an automatic discharge for the following serious offense:
- Theft
 - Sleeping on the job during working hours
- D. Disciplinary action will be a one (1) week suspension up to discharge for the following serious offense:
- Immoral conduct or indecency
- E. Disciplinary action will be a reprimand up to three (3) week suspension up to discharge for the following serious offense:
- Leave job assignment during working hours without permission
- F. Disciplinary action will be warning to discharge for the following serious offense:
- Excessive absenteeism
1. Initial counseling will be done by the immediate supervisor and/or department head with a Union representative present.
 2. Should it be determined that cause for excessive absenteeism is other than work related, a referral may be made through the Human Resources Office for confidential, professional counseling and/or therapy (source to be selected by management).

Section 6. **Less Serious Offenses:** The term “less serious offenses” shall include, but not be limited to, the following:

- A. Disciplinary action will be warning to discharge for the following less serious offenses:
- Contributing to unsanitary conditions or poor housekeeping
 - Engaging in horseplay, running, scuffling or carelessly throwing things
 - A pattern of reporting late for work including breaks and lunches
 - Ringing the time card of another employee

- Abuse, misuse or deliberate destruction of College property, tools, equipment or personal property of any employee in any manner
 - Unexcused failure to call and report reason for not reporting to work. This should be done at least one (1) hour before start of shift.
- B. Disciplinary action will be warning to three (3) weeks suspension up to discharge for the following less serious offense:
- Unauthorized distribution of literature, written or printed matter of any description on College property

Section 7. Disciplinary Reports:

- A. Disciplinary reports issued for less serious offenses will remain in effect for a period of six (6) months unless the employee has received more than one (1) report within the six (6) month period.
1. In the latter case, all such reports shall remain in effect for a period of six (6) months from the date of issue of the last report.
 2. At the end of any six (6) month period during which the employee has had a record clear of any other report, all reports for less serious offenses shall be removed from the employee's personnel record and returned to the employee at his/her request.
- B. Disciplinary reports issued for serious offenses will remain in effect for a period of twelve (12) months unless the employee has received two (2) such reports within the twelve (12) month period.
1. If two (2) such reports have been issued, the administration may proceed to suspend the employee and/or process dismissal.
- C. Any disciplinary report on an employee's record shall not be expunged from the record while outstanding offenses are in effect.
- D. All offenses shall remain in effect until expiration of the most recent offense and/or expiration of a twelve (12) month period, whichever is later.
- E. Copies of disciplinary reports will be distributed to the Human Resources Office, the affected employee(s) and the Union.
- F. Serious breaches of conduct or failure to meet job responsibilities may result in instant suspension or discharge.
- G. Less serious offenses, incidents of which may accumulate within a given period of time may lead to suspension and dismissal.

ARTICLE 16
WORKING CONDITIONS AND SAFETY

Section 1. **Overview:**

- a. The College agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.
- b. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to him/herself, his/her fellow employees, and the College in the prevention of accidents.

Section 2. **Safety Committee:** A safety committee consisting of four (4) members shall be established.

- A. Two (2) of the members shall be selected by the Union and two (2) shall be selected by the College. Their names shall be certified to the College and the Union respectively, in writing.
- B. The members of the committee shall serve until removed by their appointive authority.
- C. The committee shall determine and administer safety rules and regulations.
- D. The committee shall have the authority to recommend disciplinary action for College employees, including supervision, who fail to comply with adopted safety rules and regulations.

Section 3. **Safety Devices:** The College agrees to provide at its own cost, where necessary, hard hats, safety goggles, masks and protective gloves for maintenance and grounds crews and such other safety devices, except safety shoes, as may be determined to be necessary by the safety committee.

ARTICLE 17
BENEFITS

Section 1. **Group Life Insurance:**

- A. The College shall provide, without cost to each regularly assigned full-time employee, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$27,000 upon death and in the event of accidental death, a sum of \$54,000.
- B. Each employee who is regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year shall be entitled to one-half (1/2) the amounts set forth above.
- C. No other employees shall be entitled to this insurance coverage.

Section 2. **Hospitalization and Medical Insurance:** Regularly assigned full-time employees may choose from one of the following two (2) options: Consolidated Benefits Trust PPO (CBT PPO) or HealthPlus of Michigan (HMO).

- A. *CBT PPO:* The plan design for the CBT PPO is identical to the MESSA Choices II plan description in effect at 2/27/09 except for the \$5/\$15 drug co-pay and a copy of the Choices II plan document was attached to the tentative agreement used in concluding bargaining for this Agreement.
 - 1. The prescription co-pay is \$5.00 for generic drugs and \$15.00 for brand drugs.
 - 2. Effective July 1, 2010, the prescription copayment for employees choosing the CBT PPO will be \$10.00 for generic drugs and \$20.00 for brand drugs.
- B. *Health Plus of Michigan (HMO):* The HealthPlus of Michigan (HMO) insurance program has no annual deductibles or prescription co-pays.
 - 1. There are a few services that do require a co-pay (ex: there is a \$10.00 co-pay for Psychiatric Outpatient Care).
 - 2. The participants must select a primary care physician for all service and referrals.
 - 3. Effective 1/1/10, each employee who elects the HMO coverage is required to pay, through bi-weekly payroll deductions, all future premium increases beyond the CBT PPO premium cost for FY08-09 as follows: (SINGLE: \$6,126.96; COUPLE: \$13,764.36; FAMILY: \$15,258.96).

4. If the cost of the CBT PPO coverage is more than that of the HMO coverage, the employee receiving such different coverage will not be entitled to any cash rebate.
- C. *Employee Contribution to Premium:* Effective July 1, 2010 employees who choose hospitalization and medical insurance (either CBT PPO or HMO or any other plan other than cash in lieu) will pay a portion of the cost of the insurance through bi-weekly payroll deductions as follows: Single Coverage -\$0; Couple Coverage - \$10; Family Coverage - \$15. For employees who choose the HMO option, this premium contribution is in addition to that required in Section 2 above. Employees choosing the CBT PPO option will not be required to pay any additional amounts for premium increases during the term of this Agreement.
 - D. The College has the right to take action necessary to ensure that the cost of the CBT PPO coverage does not exceed the cost for the same coverage from other providers. Examples of possible actions the College might take include moving employees to the non-CBT PPO low cost provider or bargaining an alternative resolution of the premium differential. The Union will be provided sixty (60) calendar days prior notice before changes occur to allow time for bargaining of other options and negative impacts, if necessary. One of the factors that will be considered when evaluating alternatives is the criteria of enabling employees to stay with their current doctors.
 - E. During this Agreement, the Employer will not change plan design or features for the hospitalization and medical insurance programs offered to employees without first bargaining any change with the Union.
 - F. Consistent with state and federal laws, particularly HIPAA, the College will not have access to individual medical records of employees through its hospitalization and medical insurance programs although it will have access to aggregate or consolidated data.
 - G. At age sixty five (65), the employee is encouraged to contact Medicare and their medical insurance provider to discuss their options associated with Medicare.
 - H. *Cash in Lieu:* Employees that are eligible to receive Health Insurance benefits fully paid for by the College may elect to waive health insurance coverage and receive three hundred dollars (\$300) per month for every month they are considered eligible.
 1. The three hundred dollars (\$300) per month payment is taxable income.
 2. The employee may elect to apply the payment toward a tax-sheltered annuity.

3. To be eligible for the cash payment, employees must sign a document stating that they have other health insurance coverage and indemnifying the College from any liability in connection with medical costs.
- I. The health insurance program described above shall be paid for each employee who is on unpaid leave of absence due to injury or illness and for each employee on Workers Compensation, up to a maximum of six (6) months per occurrence.

Section 3. ***Long-Term Disability Insurance:*** The College shall provide, without cost, for each regularly assigned, one-half time or more employee a long-term disability insurance which shall pay benefits of sixty percent (60%) of regular weekly salary to a maximum of six hundred dollars (\$600) per week.

- A. The above mentioned benefits will begin after thirty (30) consecutive working days following total and continuous disablement.
- B. Benefits could be paid for a maximum period of three (3) years and only during an employee's regularly scheduled working year for any one disability.
- C. An employee's accumulated sick leave must be used during the waiting period prior to drawing disability insurance.
- D. After the waiting period, if any sick days remain, they shall be banked and recredited when the employee returns to work.
- E. No other employees shall be entitled to this disability insurance.

Section 4. ***Dental Insurance:*** The College provides dental coverage for regularly assigned full-time employees and their eligible dependents, up to age twenty five (25) as defined by the IRS.

- A. The dental plan provides one hundred percent (100%) coverage for preventative services and eighty percent (80%) coverage for specified services, up to a maximum of one thousand dollars (\$1,000) per calendar year per person, with the exception of orthodontic services which is a maximum *lifetime* benefit of thirteen hundred dollars (\$1,300) for covered individual up to age nineteen (19).

Section 5. ***Vision Insurance:*** The College provides vision coverage for regularly assigned full-time employees and their eligible dependents, up to age twenty five (25) as defined by the IRS.

- A. The College's Vision Reimbursement Plan (VRP) provides reimbursement for exam, lenses, frames or contacts up to a specified amount per eligible participant.
- B. The vision benefit plan year is January 1 through December 31.

- C. Participating employees and their eligible dependents are eligible for reimbursement once per calendar year.

Section 6. **Educational Grant:** In the absence of a state directive or prohibitive legislation, the Employer will provide an educational grant fund.

- A. The grant will be limited to an amount equivalent to tuition and related service fees for Mott College credit and non-credit courses for regularly assigned full-time employees, their spouse, and dependent children (up to age twenty-five [25]) as defined by the Internal Revenue code of the United States.
- B. Part-time employees shall receive the same benefit as full-time employees, except the amount of coverage will be pro-rated based on hours worked.
- C. *Related Service Fees:* The educational grant does not cover the cost of books or materials. A comprehensive list of service fees that are covered by the grant can be obtained from the Accounting Office or can be accessed through both the Accounting and Human Resources web pages.
- D. *Verification of Status:* In order to provide verification of employee and dependency status (for purposes of State of Michigan audit and college record keeping) the employee shall process the grant through the Office of Human Resources by completing an Educational Grant Waiver & Information forms.
- E. *Changes in Employee Status:* Eligibility for tuition waiver is based on the employee's status at the time he/she enrolls in a class or course. For example, on May 1, a full-time employee enrolls in a Fall class scheduled to begin in September (four months after enrollment.) In July, the employee's status changes from full-time to part-time. The cost of the Fall class would be covered one hundred percent (100%) because the employee was full-time at the time of enrollment.
- F. *Repayment:* The employee is responsible for any charges for which a student is liable if they, their spouse, or dependent does not complete a credit class with a passing grade or if the class is dropped. (A passing grade is 1.0 or above, Audit, or Satisfactory.)
 - 1. If a passing grade is not received by the end of the semester in which the credit class is taken or at the time grades are assigned, the appropriate charges will be applied.
 - 2. The employee will also be responsible to repay any charges for non-credit courses under the same circumstances as if the employee were a paying customer. (For example, an employee registers for a Continuing Education class but never attends and does not drop before the deadline.)

3. Payment to the College by the employee shall be by automatic payroll deduction of equal amounts each pay period over a period of twelve (12) months.
 - a. The College is specifically authorized to initiate payroll deductions once the charges have been recorded and the employee has been notified that the requirements of the Educational Grant have not been fulfilled.
 - b. The employee may authorize a repayment period of less than twelve (12) months or may pay the full amount due in a single lump sum.
 - c. If the repayment obligation has not been fulfilled at the time of the employee's separation from employment, the College is authorized to deduct the full remaining obligation from the employee's final paycheck.
 - d. Any remaining balance will be pursued through the College's normal accounts receivable and collections processes.
- G. Employees shall be allowed to take MCC classes that are job related during their regular shift, when said classes are not offered after working hours.
 1. Employees interested will need prior approval of their immediate supervisor.
 2. Employees taking classes during working hours will be allowed to make up hours missed on the same day at their regular rate.
- H. Employees attending seminars on the recommendation of the College will be paid for their regular wage not to exceed eight (8) hours in any one day or forty (40) hours in one week.
 1. In the event seminars are out of state or town, the College will provide housing for employees and travel expense will be agreed upon prior to the seminar.

Section 7. **Tuition Assistance:** All non-probationary full-time employees and employees who are regularly assigned to work between twenty (20) hours per week and thirty-nine (39) hours per week, and fifty-two (52) weeks per year are eligible to request tuition reimbursement in the amount of fifty percent (50%) of the full-time benefit.

- A. *Reimbursement Periods:* There will be two (2) reimbursement periods per fiscal year.
 1. The first reimbursement period will be July 1 through December 31 and

2. The second reimbursement period will be January 1 through June 30.

B. *Reimbursement Amounts and Limitations:* Each fiscal year, the M&O Tuition Reimbursement Account will be credited with five thousand dollars (\$5,000). Funds will be reimbursed on a first come/first serve basis as follows:

1. *For Tuition:* Employees are eligible to receive seven hundred fifty dollars (\$750) maximum per reimbursement period.

a. These funds may be used to reimburse the employee for tuition and fees for college credit classes taken at accredited four year institutions of higher learning, provided a grade of “C” or better is earned in undergraduate classes and “B” or better is earned in graduate classes.

b. Classes must be completed during the reimbursement period in which the funds are being requested.

c. Additional expenses, such as books and other supplies related to the class, are not eligible for reimbursement.

d. The reimbursement will be charged to the fiscal year in which the class was completed.

2. *For Conferences and Workshops:* Employees are eligible to receive a maximum of four hundred dollars (\$400) per fiscal year for registration fees and travel costs, such as mileage, hotel and food expenses.

a. The conference/workshop reimbursements can be done in increments of less than four hundred dollars (\$400), but cannot exceed four hundred dollars (\$400) for the fiscal year.

b. There is no limitation on the number of request an employees can submit for conferences/workshops.

c. The conference/workshop must be deemed beneficial to the employee in his/her current position by his/her immediate supervisor.

d. Reimbursement will be charged to the fiscal year in which the conference/workshop was attended.

e. This funding may only be used to supplement, not replace departmental or divisional funds.

f. The conference/workshop reimbursement does not count against the employee’s annual tuition reimbursement amount.

3. *Maximum Annual Reimbursement Amount:*

- a. The maximum reimbursement for tuition and related fees cannot exceed fifteen hundred dollars (\$1,500) per fiscal year.
- b. For conference/workshops the maximum reimbursement cannot exceed four hundred dollars (\$400) per fiscal year.
- c. In no case can reimbursement exceed the employee's total out-of-pocket cost.

C. *Reimbursement Process:* The proper reimbursement form must be submitted to Human Resources.

1. *Tuition Reimbursement Form:*

- a. This form must be submitted to the Human Resources Office along with proof of payment and a final grade report.
- b. Reimbursement request can be submitted at any time during the reimbursement period. However, failure to submit this form within thirty (30) days from the end of the reimbursement period will result in denial of reimbursement.
- c. Employees are permitted to request reimbursement once per reimbursement period.
- d. This request must include **all** of the expenses for that reimbursement period.
- e. At no time will an employee be permitted to turn in more than one request per reimbursement period or add documentation to their request.

2. *Conference/Workshop Reimbursement Form:*

- a. This form must be submitted within thirty (30) days of attendance at the conference/workshop with all relevant billing statements and receipts attached.
- b. The immediate supervisor must complete and sign his/her section of the form prior to submission to Human Resources.
- c. Failure to submit this form within thirty (30) days of attendance at the conference/workshop will result in denial of reimbursement.

D. General Information:

1. Funds remaining at the end of the fiscal year will be distributed to employees who have outstanding balances from the two reimbursement periods.
2. No other receipts will be accepted during the final reimbursement period.
3. The payout of unexpended funds will be prorated, based on each employee's unmet expenses and their employment status.
4. Employees shall not be reimbursed for expenses that are covered by other sources, such as grants, scholarships, or other reimbursement provisions.
5. Total reimbursement from all sources shall not exceed the total actual expense or the employee's total out-of-pocket cost.
6. Unused funds will not roll over into the next fiscal year.
7. Reimbursement will follow standard College reimbursement policy.
8. Full-time employees who retire with at least ten (10) consecutive years of full-time employment and who satisfy the requirements for a regular or deferred retirement will be provided the same tuition waiver benefit as if they were still employed (see Section 6 above).
9. The tuition waiver will also be provided to the dependents (as defined by the Internal Revenue Service) of deceased full-time employees with ten (10) consecutive years of full-time service.

Section 8. **Flexible Spending Accounts:** Employees are eligible to participate in the College's Flexible Spending Accounts.

- A. The Medical Spending Account allows you to use pretax dollars up to three thousand dollars (\$3,000) annually to pay for health expenses not covered by insurance, as defined by the IRS.
- B. You can use the Dependent Care Spending Account up to five thousand dollars (\$5,000) annually to pay for dependent care expenses on a tax-free basis.
- C. Since unspent monies in individual employee's flexible savings accounts are forfeited at end of year (per IRS rules), the College commits to "recycle" forfeited amounts back into our benefit programs (this option is also available per IRS rules). With this approach, monies forfeited by individuals would benefit the entire group.

Section 9. ***Deferred Compensation:*** Employees may defer a portion of their salary into tax-sheltered long-term savings plans [403(b) and 457(b) programs]. The College has several investment options available.

Section 10. Grounds and maintenance employees who retire may take as mementoes depreciated hand tools whose original purchase value does not exceed four hundred fifty dollars (\$450). In the event the purchase price cannot be determined, the hand tools to be taken as mementoes will be mutually agreed between supervision and the employee.

Section 11. ***Supplemental Life Insurance:*** Employees may purchase, at their expense and through payroll deduction, additional life insurance from the College vendor for life insurance. Terms and conditions of such supplemental life insurance are determined by the carrier.

Section 12. ***Supplemental Disability Insurance:*** Employees may purchase, at their expense and through payroll deduction, additional disability insurance from AFLAC. Terms and conditions of such supplemental disability insurance are determined by AFLAC. The College neither endorses nor recommends this supplemental insurance.

Section 13. ***Disputes Related to Supplemental Insurances:*** Any and all transactions and disputes concerning supplemental insurance described in Section 11 and Section 12 are between the employee and the carrier and are not subject to the grievance process. Management representatives of the College have no obligation to assist employees in any way in connection with supplemental insurance described in and Section 11 and Section 12 above.

ARTICLE 18
WORK BY SUPERVISORS

Section 1. Supervisory employees shall not perform work on any job covered by this Agreement except in the following types of situations:

- In emergencies when regular employees are not immediately available.
- In instruction and training of employees.

Section 2. The provision of Section 1 of this Article shall not be used in such a way as to permit a supervisor or employee not covered by this Agreement to prevent an employee covered by this Agreement from working overtime.

ARTICLE 19
BULLETIN BOARDS

- Section 1.** Bulletin Boards shall be erected in a conspicuous place in all buildings where Maintenance and Operational employees work and shall be used for the purpose of posting notice of Union business or activities.
- A. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board.
 - B. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity.
 - C. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

ARTICLE 20
COLLEGE AND UNION RIGHTS

Section 1. The Maintenance and Operational employees and the Union as their exclusive bargaining representative shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 2. The College hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and Constitution of the State of Michigan and of the United States except as expressly limited by the terms of this Agreement.

Section 3. The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious, or political affiliation, union membership or activity.

ARTICLE 21
EFFECT OF LEGISLATION

Section 1. If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. And if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE 22
STRIKES AND SANCTIONS

- Section 1.** Neither the Union nor any persons acting on its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.
- Section 2.** The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited by Section 1.
- Section 3.** Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- Section 4.** The College, in the event of violation of Section 1 and Section 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE 23
MISCELLANEOUS

Section 1. **Entire Agreement:** This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. **Notices:**

- A. All notices required to be given by this Agreement shall be sufficient if mailed to the College by ordinary mail addressed to the office entitled to notice at 1401 East Court Street, Flint, Michigan 48503, or to such other address as the College shall direct in writing.
- B. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing.
- C. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the College's Human Resources Office.
- D. It shall be the responsibility of the employee to notify the Human Resources Office and his/her immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the College's obligation is fulfilled and shall not be a factor in a grievance.

Section 3. **Employees Returning to the Bargaining Unit:**

- A. Any member of the bargaining unit who is promoted into a position which directly supervises Maintenance & Operations employees or is transferred out of the bargaining unit within the College, may elect to return to the bargaining unit or be returned to the bargaining unit by management within one (1) year from the date of the promotion/transfer out of the bargaining unit.
- B. During this one (1) year period, the promoted/transferred employee may return or be returned to his/her former position with a loss of seniority (for the period of time transferred out of the bargaining unit) and at the rate of pay which would have been in effect had the employee not been promoted/transferred.
- C. All rights and benefits under the Maintenance & Operations contract cease for the promoted/transferred employee after this one (1) year period, except in the case of lay-off the employee may return to the bargaining unit by exercising his/her seniority accumulated prior to the promotion/transfer.

D. Thirty (30) calendar days notice will be given to all parties by the party requesting the return (inclusive of layoff) unless otherwise agreed by union and the College.

Section 4. Job descriptions of all positions will be supplied to the Unit President.

Section 5. Employees covered by this Agreement are also covered by various state and federal laws and have rights and benefits under these laws outside of/in addition to the provisions of this labor agreement. A listing of these primary laws will be posted electronically by the HR Office.

Section 6. In the event facts indicate Union has been treated inequitably on total compensation, this issue will be addressed in JLM.

ARTICLE 24
JOINT LABOR MANAGEMENT COMMITTEE (JLM)

Section 1. **Membership:**

- A. Membership will consist of up to five (5) representatives from each side.
- B. Management representatives, as a minimum, will include a manager from the Office of Physical Plant and someone from the Human Resources Office.
- C. Union representatives will include the Unit President, Vice President, Recording Secretary and an Officer of the Local, if needed.

Section 2. **Quorum:**

- A. Two (2) members from each side must be present to constitute a quorum.
- B. In addition, either the Unit President or his/her delegate or the Union Business Representative must be present from the Union, and either the senior HR manager or a member of the Office of Physical Plant management for the College must be present to establish a quorum.

Section 3. **Purpose:** To solve any labor-management problems.

Section 4. **Meetings:**

- A. Either side may bring a problem in to the JLM as long as they notify the other side of the problem at least a week before the meeting.
- B. Either side may bring in a resource person with notice to the other side of at least seventy two (72) hours.
- C. Meetings will be monthly, the date set at the previous meeting.
- D. Meetings will be canceled if there is no business.

Section 5. **Discussions:** Notes will be kept, and the discussions will not be admissible in arbitration, or any other judicial or quasi-judicial proceedings.

Section 6. It is understood that all problems brought to the JLM may not be resolved.

Section 7. The JLM will attempt to solve problems collaboratively with informal consensus.

Section 8. The JLM is free to develop its own operating rules.

ARTICLE 25
TERM OF AGREEMENT AND RE-OPENER

Section 1. This Agreement shall remain in full force and effect without change, addition, or amendment from May 8, 2009 through June 30, 2012. At the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering whether to extend the non-economic portions of the contract one (1) or more years.

Section 2. Notice of intention to re-open this Agreement shall be given in writing by the party desiring to re-open the Agreement on or before March 15 during the last year of the contract and negotiations shall commence as soon thereafter as shall be feasible.

Section 3. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

CHARLES STEWART MOTT COMMUNITY COLLEGE

By _____

Its President

Service Employee's International Union,

Charles Stewart Mott Maintenance-Operational Unit of

Local 517M

By _____

Its President

M&O Pay Scale Fiscal Year 2011-12

Grade	2	6	7	M1	M2	M3	M4a	M4b	M5a	M5b
	Custodian*	Groundskpr*	Utility	Zone Maintainer	Senior Maintainer	Journeyman	Master Maintainer	Master of Record	Cross-Trade Master Maintainer	Master of Record
Step										
Temp	\$16.85	\$18.42								
0	\$17.85	\$19.42	\$18.57	\$23.10	\$24.15	\$26.24	\$27.29	\$28.34	\$29.39	\$30.44
0.5	\$18.50	\$19.72	\$19.87							
1.0	\$19.02	\$19.91	\$20.07							
2.0		\$20.87	\$21.03							
3.0		\$21.76	\$21.93							
4.0		\$22.92	\$23.10							

Salary schedule increased 1.3% over 2010-11 schedule.

Custodian and groundskeeper steps will only be paid on the basis of merit as determined by Management (see Article 13h).
Maintenance pay is determined in accordance with Article 11 and Appendix B.

APPENDIX B
Progression Track Job Profiles for Maintenance Department

Level M1 – Zone Maintainer
(Step “4.0” on the Former Pay Scale)

Zone Maintainer provides needed skills for zone maintenance job profile. Must demonstrate basic skills necessary to maintain the assigned zone including, but not necessarily limited to, satisfactory performance of the following tasks:

- Maintain work area in a clean and safe condition.
- Ability to know and detect problems and refer the condition to the proper person.
- Read, understand and interpret mechanical and electrical blueprints and diagrams.
- Complete job assignments with minimal assistance and supervision.
- Estimate materials required to perform a given task.
- Instruct less experienced personnel in minor mechanical and/or electrical repairs.
- Removal of grease, dirt, stains, etc. from various surfaces.
- Oiling and greasing various parts and equipment.
- Sawing or drilling holes through various materials to enable repair or installation of equipment.
- Complete minor remodeling projects.
- Demonstrate proper use of hand tools such as screw drivers, hammers, pliers, knives, hacksaws and hand operated power tools including return of tools to proper storage space. Use electric soldering gun.
- Demonstrate proper use of drill press, bandsaw, table saw and other shop power tools.
- Do minor patching or repair on surfaces of wood, concrete, metal, masonry, plastic and drywall.
- Fasten furniture or equipment to building.
- Repair and replace ceiling and floor tiles.
- Proper preparation of surfaces for painting. Proper use and care of brushes and rollers. Touch-up patching and painting.
- Perform carpentry, glazing repairs, door repairs and properly perform minor adjustments to doors and windows. Repair door and window hardware devices.
- Replace filters in air handling and other equipment.
- Perform boiler and air conditioning checks and logs.
- Diagnose and troubleshoot Heating, Ventilating, Air Conditioning / Refrigeration (HVAC/R) problems.
- Clean coils in air handling and other equipment.
- Clean chillers, cooling towers, condensers and other related equipment.
- Clean boilers. Perform boiler maintenance within guidelines established by the college.
- Perform plumbing maintenance within guidelines established by the college. Correct minor plumbing stoppages. Perform minor repairs on plumbing fixtures, faucets, pipes, drains, etc. Properly repair or replace minor piping problems.
- Perform electrical maintenance within guidelines established by the college. Replace lamps, lens, fuses/breakers, switches and wires. Perform minor electrical repairs such as outlets, switches, light fixtures and appliances. Test electrical circuits.
- Properly replace single phase electrical motors and belts.

Level M2 –Senior Maintainer
(Step “5.0” on the Former Pay Scale)

Senior Maintainer is an advanced position that includes cross-training not only in maintenance but also between Facilities Services Group departments. For example, the Senior Maintainer must demonstrate abilities of both entry level Groundskeeper and Custodian. This employee must meet the requirements described in M1 above in addition to the requirements described below in either Section 1 or 2.

Section 1: Possess an Associates degree or higher related to building maintenance, and have demonstrated experience in the building maintenance field.

Section 2: Meet all of the criteria listed below:

1. Satisfactory demonstration and understanding of theory and application of one of the following trade areas:
 - Carpentry
 - Plumbing
 - Heating, Ventilating, Air Conditioning / Refrigeration (HVAC/R)
 - Electrical
 - Control Systems
 - Machine Repairs
 - Structured Cabling
 - DDC Programming
2. Satisfactory performance of general trouble shooting and problem solving in all mechanical and electrical areas.
3. Satisfactory performance and knowledge of applicable O.S.H.A. regulations and manufacturers’ safety requirements.
4. Ten (10) years work experience in one or more of the skilled trades areas listed above.

Level M3 – Journeyman Maintainer

To be eligible for Level M3 – Journeyman Maintainer, an employee must meet the requirements described under M1 and M2 above in addition to the requirements described below in either Section 1 or 2.

Section 1: Possess a journeyman level license or certification from the State of Michigan in one of the following fields: Carpentry, plumbing, mechanical (hydronic heating and cooling and process piping, heating service, refrigeration and air conditioning service), electrical. The following trades must meet the indicated experience:

- Structured Cabling – Must show evidence of successfully passing a nationally recognized technician test.
- DDC Programming – Minimum 10 years demonstrated successful experience in DDC programming at a level encompassing all of the programming functions needed at the College with systems used at the College.

Section 2: Meet all of the criteria listed below:

1. Satisfactory demonstration and understanding of advanced theory and application of one of the following trade areas:

- Carpentry
 - Plumbing
 - Heating, Ventilating, Air Conditioning / Refrigeration (HVAC/R)
 - Electrical
 - Control Systems
 - Machine Repairs
 - Structured Cabling
2. Satisfactory performance of general trouble shooting and problem solving in all mechanical and electrical areas.
 3. Satisfactory performance and knowledge of applicable O.S.H.A. regulations and manufacturers' safety requirements.
 4. Twenty (20) years work experience in one or more of the skilled trades areas listed above.

Level M4 – Master Maintainer

To be eligible for Level M4 – Master Maintainer, an employee must meet the requirements described under M1 through M3 above in addition to possessing a master level license or certification from the State of Michigan.*

*Exception: Requirement of Master licensing will be waived for the following trades:

- Carpentry – Journeyman licensing with 20 years demonstrated experience is acceptable.
- Structured Cabling: Level M3 - Journeyman Maintainer plus 10 years demonstrated experience is acceptable.
- DDC Programming: Level M3 – Journeyman Maintainer with an Associate's Degree in the field plus 10 years demonstrated experience is acceptable.

Level M4a – Master Maintenance of Record

Level M4a requires that the Master Maintainer be listed as the Master of Record by a regulatory agency.

Level M5 – Cross Trade Master Maintainer

To be eligible for Level M5 – Cross Trade Master Maintainer, an employee must meet the requirements of Level M3 – Section A and/or Level M4 in multiple trades.

Level M5a – Cross Trade Master Maintenance of Record

Level M5a requires that the Cross Trade Master Maintainer be listed as the Master of Record by a regulatory agency.

APPENDIX C

Corrective Action – Procedure for Coaching and Discipline

Overview: There is no “cookbook” for how to handle each and every performance situation. What is done depends on a multitude of factors such as the nature and severity of the incident, the experience of the employee, the employee’s years of service, the action or inaction taken by the supervisor to date, and the past history with the employee. Making judgment decisions about how to handle an individual situation is a routine performance expectation for supervisors.

Although there is no single process that will always be precisely followed when dealing with performance issues/taking corrective action, it is the case that there is a general approach with formal and informal components. In some cases, both components will be utilized but in other cases only one of the components is appropriate. The purpose of corrective action is to change behavior. Consequently, Management should conduct formal and informal corrective action as quickly as possible once it learns of the concern.

Informal Component: Informally, supervisors coach and counsel employees on minor performance concerns on an ongoing basis. Typically, coaching and counseling involves explaining to employees what the rules are or what the performance standard is. In a sense, these are “reminder, reinforcement and educational” sessions.

Early coaching for minor concerns would ordinarily not be documented in writing other than perhaps a notation kept by the supervisor of the conversation. Some supervisors keep these kinds of notes in calendars and others record these discussions in a log that then is used at performance review time. Whether to record the first incident is an example of the type of judgment calls supervisors must make.

Neither HR nor the Union would be involved in corrective action at the informal stage although, if brought to HR’s attention by the supervisor, HR will remind the supervisor that the Union is willing to assist even at the coaching level. The decision to involve the Union is at the discretion of the supervisor who may also consider the desire of the employee on this question. If the Union attends the coaching session, it is strongly recommended that the supervisor have another management or HR representative in attendance at the session.

Formal Component: If the infraction is severe or coaching has not been effective, supervisors will initiate formal discipline. For less serious offenses, a documented coaching session is the first step of the formal phase of corrective action. The documented coaching notice would inform the employee that any future incident will result in additional discipline. Shown below is the general process for formal discipline with the understanding that exceptions will occur based on the particulars of a given situation. The mutual goal of Management and the Union is to conduct the disciplinary investigation in a cordial, respectful fact finding fashion.

1. **Heads Up:** Either HR or the Union will notify the other party when it initially learns of a particular situation involving formal discipline. At this point, the Union would not take any action.

2. Preliminary Investigation: Management conducts its preliminary investigation. Depending on the circumstances, this could be a nearly completed investigation or it could be no investigation at all. Note that further investigation can occur at step 5. This preliminary investigation could be conducted jointly by Management and Union representatives.
3. Initial Notice to Employee: The supervisor explains orally to the employee that they will need to meet to discuss a situation that could involve discipline; the supervisor must briefly explain what the meeting will be about (tardiness, absenteeism, etc). The supervisor inquires as to whether the employee wants to have a union rep at the meeting. If not, the employee must sign a waiver, a copy of which is provided to both the Union and HR. Employees must understand and accept the fact that, unless the supervisor is willing, the actual meeting will not occur at this stage; this is simply notification of the upcoming meeting.

If the employee wants a union rep present at the meeting, the supervisor contacts the union and arranges for the meeting. Then, a formal, written notice of the meeting is sent to the employee, union and HR. The formal notice explains in summary the “charge” (i.e., what the subject of the meeting is about).

4. Pre Disciplinary Just Cause Hearing (sometimes referred to as the Discovery Meeting): At this formal meeting, the supervisor explains the facts as he/she knows them and provides the employee with the opportunity to explain their side. Management will not be cross examined at this stage but if necessary, the Union might ask questions to clarify the charge.
5. Finalize Investigation: Following the pre-disciplinary just cause hearing, Management will complete its investigation and the Union will conduct any investigation it feels is necessary. These investigations might be conducted jointly or independently.
6. A draft copy of the disciplinary notice will be provided to the Union so that they can review it with the member prior to the review meeting.
7. Review Meeting: Only Union and management representatives will be present at this meeting (management may include HR and or legal counsel but the supervisor will always be present); the employee will not be present. During the meeting, the supervisor will explain what he/she has concluded is appropriate discipline and will review with the Union all of the relevant documents upon which the decision has been made. Both sides will share all available information, perspectives, and documents. Dialog, advocacy and bargaining would potentially occur at this meeting. Ideally, the Union and College will come to agreement on an appropriate discipline thereby avoiding a challenge to the discipline.

Based on the information that is shared, Management or the Union might conclude that it needs to investigate the situation further.

If the supervisor concludes that discipline is not appropriate, he/she would notify the Union and HR (as well as the employee) of this fact, and there would be no review meeting; coaching/counseling might be the outcome in this event.

8. Issuance of Discipline: Delivery of discipline is not an opportunity to further debate or discuss management's decision as the employee has the opportunity to grieve if he/she wishes (although ideally, as noted above, during step 7, the Union and College may agree on an appropriate discipline that is not grieved). If the employee wishes, the Union representative would be in attendance at this meeting. It is understood that there is no legal or contractual requirement for the Union to be present.

APPENDIX D

PERPETUAL CALENDAR

M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	
25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	(7)
24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	(7)
23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	(8)
22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	(8)
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	(7)
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	(7)
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	(7)

College Closing dates for Winter Break may change to accommodate registration.

APPENDIX E

PUBLIC SAFETY OFFICERS WHO BECOME M&O EMPLOYEES

- A. Public Safety Officers who move directly from their employment as a PSO to begin working as an employee covered by the terms of this labor agreement will have the unused balance of time in his/her Occurrence Time bank transferred into his/her M&O leave banks using the following two rules:
 - 1. The first 40 hours of occurrence time will be transferred to his/her M&O vacation bank.
 - 2. Any hours over 40 of occurrence time will be transferred to his/her M&O sick bank.
- B. Public Safety Officers who move directly from their employment as a PSO to begin working as an employee covered by the terms of this labor agreement will, solely for the purpose of determining eligibility for vacation and longevity accruals, be credited with 0.75 year of service for each calendar year (or portion thereof) of employment as a PSO.