

PUBLIC SAFETY OFFICERS
COLLECTIVE BARGAINING AGREEMENT

July 1, 2009 to June 30, 2012

*An agreement between Charles Stewart Mott Community College
and the
Service Employees' International Union
AFL-CIO Local 517M*

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This Agreement entered into this 1st day of July , 2009, which is the effective date of this Agreement, by and between Charles Stewart Mott Community College, hereinafter called the “College, Employer or Management”, and the Service Employees’ International Union, Local 517M, hereinafter called the “Union.”

ARTICLE 1

PREAMBLE

WHEREAS the College and the Union recognize and declare that security, safety & quality service, are necessary to provide a quality environment and education for the students of the Charles Stewart Mott Community College which is their mutual aim and it is the intent and purpose of the parties hereto that this Agreement shall promote and encourage a spirit of confidence and cooperation between the College and its employees, to 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

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

ARTICLE 3

RECOGNITION

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

ARTICLE 4

EMPLOYEES, UNION AND MANAGEMENT RIGHTS

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

- D. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees unless the same has been executed in writing between the College and the Union.
- E. The Employer agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the College, adopted budgets and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. The Employer's obligation to provide information is limited to providing the Union with documents and reports the College ordinarily and regularly produces; the Employer is not required to compile or generate reports for the Union under any of the terms of this Agreement. Whenever the College has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union and give the Union the opportunity to meet with either the Financial committee of the Board or such other representative(s) as the College may select to discuss the College's contemplated request for any millage increase and its expected allocation.
- F. State/Federal Laws and Regulations: Employees covered by this Agreement are also covered by various state and federal laws/regulations and have rights and benefits under these laws/regulations 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.

ARTICLE 5

UNION SECURITY AND DEDUCTION OF UNION DUES

- A. **Agency Shop Fees:** All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make representation fee payments to the Union in the same manner as Union members and shall do the above as a condition of employment.
- B. **Deductions:** During the term of this Agreement, the 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 Committee on Political Education (C.O.P.E.) deductions. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The College will continue to honor those written assignments already in its possession.
- C. **Notice:** The Union shall notify the College's accounting/payroll office of the amount of such dues, fees, assignments, representation fees and voluntary C.O.P.E. deductions. 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. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- D. **Dues Deduction:** All employees presently employed by the 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. All new employees hired during the term of this Agreement shall make the above payment to the Union after thirty (30) calendar days of employment with the College.
- E. **Indemnification:** 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 purpose of complying with the provisions of Paragraphs A, B, C and D of this Agreement.

ARTICLE 6

FUNCTION OF UNION OFFICERS

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

ARTICLE 7

UNION RELEASE TIME

- A. **Paid Release Time:** Management has granted to bargaining unit employees one hundred and fifty (150) hours of paid release time with unpaid leave provision as noted in Paragraph C below, to be used for contract negotiations and the adjustment of grievances annually. All time spent during scheduled working hours by representatives shall be charged against the paid release time allowance up to the maximum of 150 hours. Any hours remaining at the close of the fiscal year shall be forfeited.
- B. **Notice to Supervisor:** Representatives will give two (2) hours advance notice to their supervisor before leaving their work assignment on paid release time. Off-campus sites and/or weekend shifts will require twelve (12) hours of advance notice.
- C. **Unpaid Release Time:** Should the release time identified in Paragraph A be exceeded the employee will be paid and the Union will reimburse the College upon receipt of invoice.
- D. **Release Time Limit (Grievance: Level 1 & 2):** The hours of paid release time allowance shall not exceed six (6) hours per week for adjustment of grievances at Level 1 and 2.
- E. **Release Time Limit (Grievance: Level 3 – 5):** Paid release time allowance for contract negotiations and the adjustment of grievances at Levels 3 through 5 shall be unlimited until the paid release time allowance is exhausted. It is recognized that negotiation meetings and the times for grievance hearings are established by mutual agreement.
- F. **Approval – Off Campus:** Union representatives will give twelve (12) hours advance notice to their supervisor when requesting paid release time off the campus which must be approved by the Local Union President and the supervisor. Supervisor approval will not be withheld unreasonably. If paid release time off the campus does not have the written approval of the Local Union President, such time shall be deducted from the employee's pay.
- G. **Records:** All time spent by 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 Management. A copy of such record shall be given to the Chairperson of the Unit on each regular pay period. Time not recorded shall be unpaid. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief person is provided who is paid time and one-half in which case one and one-half (1 ½) times the hours thus spent shall be charged against the paid-time allowance.
- H. **Release Time Limit – Weekly:** No employee will be allowed to take more than nine (9) hours from his/her regular work schedule per week unless mutually agreed upon by both parties.

ARTICLE 8

VACANCIES, TRANSFERS AND BID PROCEDURES

A. Filling Vacancies:

1. Management will determine whether, when and how to fill vacancies. In the event the determination is made to fill a vacancy, no external candidate can be hired until qualified employees eligible for recall have been provided the opportunity to exercise their recall right.
2. Vacancies may be filled by changing the status of non-unit members in the on-call pool to regular employment provided that the original posting for the on-call pool notified candidates of the potential for such change in status and the on-call employee meets the regular requirements for a Public Safety Officer.
3. Vacancies may be filled by converting subcontracted employees to regular Mott employment status.
4. No benefits of employment accrue while engaged as an irregular employee, including, but not limited to subcontracted or on-call employment, unless otherwise mandated by law. The benefits provided under this agreement, including, but not limited to seniority, begin with the first day of regular Mott employment.
5. Three years of experience as a sworn officer is the minimum requirement for new hires for a sworn officer position or the sworn officer pay rate; such new hires must either have completed an Associates degree or complete it within sixteen (16) consecutive semesters or sessions following effective date of hire (first semester is first full semester or session following effective date of hire). Should new hires who are sworn officers not obtain an Associates degree within this time frame, their employment will be terminated on the basis of their voluntary resignation.
6. Anyone working 40 hours must have an Associates degree.
7. Bargaining unit members hired prior to August 27, 2007 who are required to obtain an Associates degree because of their assignment, role or job/classification (for example, sworn officer) must do so within sixteen (16) consecutive semesters or sessions of assignment, role, job/classification (first semester is first full semester or session following effective date of assignment).

B. Assignments:

1. Working as a Dispatcher, Dispatcher/Technician or Firefighter/EMT are assignments which will be made by Management. Employees will serve a sixty calendar day trial period in the new assignment.
2. Bargaining unit members assigned as Dispatcher/Technicians must establish and maintain qualifications (See Appendix E for additional details) including attainment of an Associates degree within the timeline identified in Section A.7 above.
3. Employees not on the payroll as of August 27, 2007 must possess an Associates degree and all other qualifications prior to becoming a Dispatcher/Technician or Firefighter/EMT or sworn officer.

4. Employees who receive training to become eligible for an assignment at the expense of the College agree to remain employed with the College as a Public Safety Officer for two years following completion of training. Employees who attend at the expense of the College who do not fulfill this two year service commitment agree to reimburse the College for the full cost of training and authorize the College to withhold any funds due the employee, including, but not limited to amounts due at the time of separation, against this employee commitment to repay tuition.
 5. If, in its discretion, Management determines that current unit members are qualified (see 3 above) and capable for the assignments of Dispatcher, Dispatcher/Technician and Firefighter/EMT, it will first offer the assignment to such unit members determined qualified and capable. If Management, in its discretion, determines that there are no qualified and capable in-house persons, then the job will be posted externally. The exercise of management discretion may be grieved only on the basis that management's actions are arbitrary or capricious. In the event a unit member(s) applies to this external posting and all factors are equal for all candidates, then the internal applicant with the most unit seniority will be awarded the job.
 6. Employees who do not obtain or maintain qualifications will be placed in a bargaining unit vacancy for which they are qualified based on their seniority and will be paid at the appropriate rate on the pay scale in effect at the time of their assignment in the vacancy; refusal of an offered position constitutes voluntary resignation. If no vacancy is available, they will be placed on the recall list.
- C. At the discretion of Management, bargaining unit members may have the opportunity to attend the Police Academy in a paid status and to have their tuition covered by the College. Management reserves the right to determine all aspects of such program including, but not limited to, the determination of what person or persons may attend and the number of attendees. In addition:
1. The College will reimburse employees for the cost of the entrance exams provided they pass them.
 2. Upon satisfactorily completing the Academy, the employee will be paid at the Police Officer rate in Appendix A, depending on whether they have an Associates degree at the time of graduation from the Academy.
 3. Employees who attend the Academy at the expense of the College agree to remain employed with the College as a Public Safety Officer for two years following graduation from the Academy. Employees who attend at the expense of the College who do not fulfill this two year service commitment agree to reimburse the College for the full cost of Academy tuition and authorize the College to withhold any funds due the employee, including but not limited to amounts due at the time of separation, against this employee commitment to repay tuition.
 4. Employees who fail the Academy will be returned to the position they left when they entered the Academy and will be paid at the appropriate level of the PSO rate in effect at the time of their return
 5. To receive the full sworn Police Officer pay rate, the employee must have an Associates degree unless they were hired prior to August 27, 2007 in which case they must obtain it within the time frame outlined in section A.7 above. Employees hired prior to August 27, 2007 who fail to satisfy this requirement will be paid at the appropriate level of the PSO rate in effect at the completion of the time allotted to obtain their degree.

D. **Shift Assignments:**

1. Each year, during the month of June, employees will be provided the opportunity to express interest for shift assignments. Management will grant employee requests insofar as it is practical, the employee is qualified for the requested assignment and management has no performance related concerns about the employee's request. In the event more than one employee requests an assignment and all other factors are equal, unit seniority will be utilized to determine who gets the assignment.
2. If an opening occurs on a shift after the annual opportunity to request a different shift, the opening will be posted to all unit members. Management will select the person most qualified and best suited for the shift opening. In the event more than one employee requests an assignment and all other factors are equal, unit seniority will be utilized to determine who gets the assignment. The Management selection may be grieved solely on the basis that Management's decision was arbitrary or capricious.

E. **Transfers:** Transfers may be requested by the employee (voluntary) or initiated by Management (involuntary). Voluntary transfers shall not be granted to any employee more often than twice in any twelve (12) month period, except for the good of the College. Involuntary transfers may be made by Management for the good of the College after discussion of the transfer with the Union. The decision of Management to involuntarily transfer may be grieved solely on the basis that Management's action was arbitrary or capricious.

F. **Return to Former Classification:** An employee in a new assignment may return to his/her former position within the sixty calendar day trial period.

G. **Employees Returning to the Bargaining Unit:** Any member of the bargaining unit who is promoted into a position which directly supervises Public Safety employees or is transferred out of the bargaining unit within the College, may elect to return to the bargaining unit or be returned to the bargaining unit by management within one (1) year from the date of the promotion/transfer out of the bargaining unit. During this one (1) year period, the promoted/transferred employee may return or be returned to his/her former position with a loss of seniority (for the period of time transferred out of the bargaining unit) and at the rate of pay which would have been in effect had the employee not been promoted/transferred. All rights and benefits under the Public Safety contract cease for the promoted/transferred employee after this one (1) year period, except in the case of lay-off the employee may return to the bargaining unit by exercising his/her seniority as provided elsewhere in this agreement. 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. Return to the unit under this section may result in the displacement/lay off of a less senior unit member.

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

- I. **Return to PSO Unit if Laid Off From Non-PSO Unit College Position:** Bargaining unit members who leave the PSO unit to accept a position in another College bargaining unit or College employee group may be able to return to the PSO unit if laid off from their new position. Eligibility to return to the PSO unit is limited to two years or seniority in effect at the time of transfer out of the unit, whichever is less. In the event of lay-off from the new employee group, former PSO employees are eligible to displace only the least senior employee in the bargaining unit in a PSO assignment (i.e., excludes assignments other than PSO).

- J. If preferential consideration for job openings in another College bargaining unit other than their own is negotiated with any other College unit, then this preferential consideration will be added to the Public Safety employees' labor agreement, provided such preferential consideration is relevant and appropriate. For example, if the Secretarial group negotiated and received preferential treatment for M&O openings, then this same preferential treatment for M&O openings would automatically be added to the PSO labor agreement. However, negotiated S&M employees preferential consideration to Exempt openings would not automatically be extended to the PSO as this benefit would not be relevant or appropriate to PSO employees.

ARTICLE 9

SENIORITY

- A. **Unit Seniority:** Unit seniority is length of continuous service in the bargaining unit.
- B. **Probation:** All employees shall be on probation for the first one-hundred eighty (180) calendar days of their employment, provided that such employment is served in a period of seven (7) consecutive months. Upon completion of the probationary period, such employees shall receive unit seniority credit from the first day worked and shall thereafter accrue such seniority. All probationary employees are subject to dismissal at the will of the College. All employees whose employment is terminated for any reason must, on re-employment, serve another period of probation.
- C. **Accrual:** Seniority shall accrue during all paid leaves, Worker's Compensation leaves of one (1) year or less and for the first three (3) months of any health or FMLA leave. Seniority shall accrue for the entire length of a Military leave. Seniority shall not accrue past thirty (30) consecutive calendar days for any other leave.
- D. **Seniority Grandfathering:** All unit seniority acquired by any employee prior to the date of this Agreement shall be retained.
- E. **Tiebreaker:** If, for any reason, more than one person has the same seniority date, a tiebreaker will occur. The tiebreaker will take place in the following manner:
1. Union and Management will agree upon a place, date and time and all affected employees will be notified in writing no less than 24 hours in advance.
 2. A tiebreaker will be done by impartial drawing. Union and Management representatives as well as all affected employees will be present.
 3. The tiebreaker process shall consist of drawing numbers out of a container, with the lowest number drawn establishing precedence for seniority. The total numbers placed in the container will be the number of affected employees plus ten (10).
 4. If an affected employee is absent, a union representative shall draw on their behalf.
 5. Once the employee has participated in the tiebreaker process, his/her seniority status shall stand unless affected by another provision of this Agreement.
 6. The results of this drawing will be acknowledged in writing by all present.
- F. **Reassignment – Probationary Period:** Any employee who is promoted or demoted or who is transferred to another assignment shall be on probation for a sixty (60) calendar day period. Unit seniority shall continue to accrue during such sixty (60) calendar day period.
- G. **Seniority List Posting:** The seniority list shall be revised annually in October. A copy of this list shall be given to the Union and copies shall be posted on the employees' bulletin boards. The seniority date shall be adjusted based on the date of the actual occurrence affecting seniority, not the date that the list is posted.

H. **Seniority List Challenge:** Each employee shall have the right to challenge the accuracy of the seniority report for himself/herself for a period of thirty (30) calendar days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

I. **Loss of Seniority:** All employees shall lose unit seniority when they:

1. Voluntarily quit.
2. Are discharged.
3. Are absent from work without notice for three (3) consecutive working days.
4. Fail to return from approved leaves of absence on or before the appointed time.
5. Accept other employment during leaves of absence unless specifically provided for by this Agreement.

ARTICLE 10

LAYOFF AND RECALL

- A. **Layoff Procedure:** The employee with the least unit seniority shall be laid off first.
- B. **Layoff Notice:** A minimum of twenty (20) calendar days will be given for notice of layoffs due to a reduction in staff.
- C. **Recall Procedure:** Employees having the most unit seniority will be the first recalled provided they are qualified for the position opening.
- D. **Recall/Temporary Assignments:** No job shall be filled, except in case of emergency on a temporary basis, as long as an eligible, qualified employee is entitled to be recalled.
- E. **Recall Notice:** Notice of recall shall be given by certified mail with return receipt to the employee's last known address by Human Resources. The employee shall report to work no later than ten (10) calendar days after receipt of notice. It shall be the employee's responsibility to inform Human Resources of current address.
- F. **Duration of Recall Rights:** Laid off employees are eligible for recall for a period of two years or their accumulated seniority at the time of layoff, whichever is less.

ARTICLE 11

WORKING CONDITIONS AND SAFETY

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

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

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

ARTICLE 12

WORK WEEK, SHIFTS AND REST PERIODS

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

1st Shift

6:00 a.m. – 2:30 p.m.

2nd Shift

2:00 p.m. – 10:30 p.m.

3rd Shift

10:00 p.m. – 6:30 a.m.

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

In the event management determines a lack of personnel, management is authorized to order the lowest seniority employee to extend their shift to stay late and/or come in early.

- B. **Unpaid Lunch:** Employees working an eight (8) hour shift will be granted a ½ hour unpaid lunch period, which will be scheduled approximately midway through the shift.
- C. **Rest Periods:** Each employee scheduled to work an eight (8) hour shift shall be granted a fifteen (15) minute paid rest period during each four (4) continuous hours worked. Each employee scheduled for a six (6) hour shift shall receive one fifteen (15) minute paid rest period. Supervisors will plan work so as to permit rest periods. Employees may not lengthen lunch periods, other rest periods, start work later or leave work earlier because of having missed a rest period.
- D. Employees may be required to respond to a call during their lunch or break. If this occurs, the remaining break time will be made available to the employee later on the shift.
- E. **On Duty:** Employees shall not leave their assignments on paid time except with the permission of their most available supervisor.
- F. **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.
- G. Should the need for overtime equalization arise during the term of this agreement, the parties agree to address this need following the procedures outlined in Article 13 of this agreement.

ARTICLE 13

JOINT LABOR MANAGEMENT COMMITTEE (JLM)

- A. **Purpose:** JLM is a labor-management problem solving process occurring during the term of the contract to address:
1. Problems arising from contract administration
 2. Problems which may become or are grievances
 3. Business issues and mandatory bargaining topics only by mutual agreement
- B. **Committee Membership:** Committee membership will consist of up to five (5) representatives from each side. Membership will be determined by the respective parties.
- C. **Quorum:** A quorum is two (2) of the regular members from each side. The Unit Chairperson will inform the College 24 hours in advance if a local official's attendance is required for the quorum.
- D. **Meetings:** A regular time will be set aside for monthly meetings. Monthly meetings will occur only if either side presents a draft problem statement a week before the scheduled meeting or if an agenda has been determined at the prior month's meeting. . Draft problem statements will be delivered by the Unit Chairperson to the College's Senior Human Resources Manager and by the College's Senior Human Resources Manager to the Unit Chairperson. Upon receipt of a draft problem statement, an agenda will be set and distributed three (3) business days prior to the meeting. An emergency meeting can be called at any time by either the Unit Chairperson or the College's Senior Human Resources Manager. JLM meetings will be conducted using the ground rules in Appendix B. Either side may bring in a resource person with notice to the other side of at least seventy-two (72) hours.
- E. **Discussions:** The discussions in JLM meetings will not be admissible in arbitration or any other judicial or quasi-judicial proceedings.
- F. It is understood that all problems brought to the JLM may not be resolved.
- G. The JLM will attempt to solve problems collaboratively with formal consensus.
- H. The JLM is free to develop its own operating rules.

ARTICLE 14

DISCIPLINE OF EMPLOYEES

- A. It is recognized by the College and the Union that the College may discipline employees by issuing oral and written warnings, reprimands, suspensions and by discharging employees. Discharge of an employee may be warranted on the first serious incident. However, no employee shall be disciplined without just cause, following the progressive discipline concepts outlined in this section of the contract.
- B. When Management is considering disciplinary action (including discharge), it will notify both the Union and the employee of the date, time and place for a pre-disciplinary meeting, except in cases involving a probationary employee. Twenty-four (24) hours notice will be given except in the case of extenuating circumstances.
- C. The progressive discipline concept utilized by the College shall be as follows:

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

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

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

D. Serious Offenses:

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

- 1. Absence of three (3) consecutive working days without properly notifying supervisor
- 2. Failure to report to work at the termination of a leave of absence

Disciplinary action will be an automatic discharge for any of the following serious offenses:

- 1. Theft
- 2. Drinking or using illegal drugs on the job
- 3. Ringing the time card of another employee(s)
- 4. Possessing concealed, unauthorized weapons or explosives on College property
- 5. Reporting for work under the influence of alcohol or drugs

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

- 1. Falsification of personnel or other records including but not limited to falsifying his/her time card or time card of another employee(s)
- 2. Sleeping on the job during working hours

3. Fighting on College property at any time
4. Making false, vicious or malicious statements about any employee or supervisor
5. Conduct unbecoming a College employee, including immoral conduct or indecency
6. Insubordination (except in instances where safety is involved in carrying out an assignment)
7. Absence without reasonable cause
8. Deliberate violation of an established safety practice or rule
9. Leaving job assignment during working hours without permission
10. Excessive absenteeism/tardiness
 - a. Initial counseling will be done by the immediate supervisor and/or department head with a Union representative present. Should it be determined that the cause for excessive absenteeism is other than work related, a referral may be made for confidential, professional counseling and/or therapy through the Employee Assistance Program (EAP).

The term “serious offenses” shall include, but not be limited to the above.

E. **Less Serious Offenses:**

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

1. Contributing to unsanitary conditions or poor housekeeping
2. Engaging in horseplay, running, scuffling or carelessly throwing things
3. Abuse, misuse or deliberate destruction of College property, tools, equipment or personal property of any employee in any matter
4. 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.
5. Unauthorized distribution of literature, written or printed matter of any description on College property

The term “less serious offenses” shall include, but not be limited to the above.

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

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

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

ARTICLE 15

GRIEVANCE PROCEDURE

- A. **Definitions:** A grievance is a claim by one or more Public Safety employees, of improper application or interpretation of this Agreement specifying the part of the Agreement, which is claimed to be violated, how the provision was violated and the requested relief.

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

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

- B. **Consolidation of Grievances:** All issues arising from a single incident, whether multiple issues related to a single grievant or the same/multiple issue(s) affecting multiple unit employees (class action grievance) must be consolidated into a single grievance. In the event of a class action grievance, only one employee and one Mott Union representative may attend grievance hearings/arbitration with pay. If the class action grievance hearing would disrupt the work site, the hearing may be scheduled before/after hours to enable all to attend.
- C. **Exclusion from Arbitration:** Excluded from arbitration are matters in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court or administrative agency, which involves a claim which could have been pursued on behalf of the grievant by the Union based upon a provision of this contract or which involves the same circumstances as those referenced in the civil action.
- D. **Purpose:** The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.
- E. **Grievant's Presence:** Upon request of either party or of the Public Safety employee involved in a grievance, the latter may be present at any level of the grievance procedure.
- F. **Time Limits:** The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representatives of each party.

Grievance Steps

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

3. A statement of relief or adjustment sought.

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

1. Immediate supervisor.
2. Senior Public Safety Department Manager.
3. Unit Chairperson.
4. Human Resources.

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

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

- I. LEVEL 3 - Level 3 shall be an appeal of the grievance to the Senior Public Safety Department Manager. A request for a Level 3 hearing must be made in writing, through the Senior Public Safety Department Manager within ten (10) calendar days of the Union's receipt of the response from Level 2. A Level 3 hearing of the grievance shall take place within ten (10) calendar days of the grievant's request for an appeal hearing.
 1. The Senior Public Safety Department Manager shall render a response to the grievant in writing within ten (10) calendar days of the hearing. A copy of the response shall also be sent to Human Resources and the Unit Chairperson.
- J. LEVEL 4 - Level 4 shall be an appeal of the grievance to the College's senior Human Resources manager. A request for a Level 4 hearing must be made in writing within ten (10) calendar days of the grievant's receipt of the response from Level 3. A Level 4 hearing of the grievance shall take place within (10) calendar days of the grievant's request for an appeal hearing.
 1. The College's senior Human Resources manager shall render a response to the Union in writing within ten (10) calendar days of the hearing. A copy of the response shall also be sent to the Senior Public Safety Department Manager.
- K. LEVEL 5 – Within fifteen (15) calendar days of the receipt of the answer at Level 4, the Union may, by written notice to Human Resources, request that the matter be submitted to arbitration. Mediation may be used by mutual agreement prior to filing for arbitration or after the grievance has been filed for arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) calendar days after notice is given, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules, which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments or written supplements. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments or written supplements or to specify the terms of a new agreement or to substitute his/her discretion for

that of the parties or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating to the parties without decision. The decision of the arbitrator shall be final and binding on all parties and they agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the College and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

All grievances not appealed to the AAA by the Union within twenty (20) calendar days after the receipt of the Level 4 answers shall be considered settled on the basis of the last answer. An extension will be granted if mutually agreed upon.

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

ARTICLE 16

LEAVES OF ABSENCE

A. Personal Leave

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

B. Religious Leaves – Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays. Such leave may be granted only if the employee files written application with his/her immediate supervisor at least five (5) calendar days before such religious holiday. The parties acknowledge that this contract section is not intended to provide for recurring three-day leaves of absence.

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

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

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

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

- D. **Military Service:** When an employee who now or hereafter becomes a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve, is called to active duty during his/her regularly assigned work year, he/she shall be paid the difference between his/her straight time daily rate, exclusive of shift differential and the base pay and allowances of the State of Michigan or other governmental authority having charge of such service for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Human Resources a letter from his/her Commanding Officer stating the period of active duty and the allowance paid to the employee by the State of Michigan or other governmental authority, for such service. Such payment shall not be charged against the employee's leave allowance.
- E. **Accrual of Seniority While on Leave:** See Article 9, Section D.

ARTICLE 17

OCCURRENCE TIME

- A. **Occurrence Time:** Effective July 1, 2009, employees are granted eighty-eight (88) hours of occurrence time each year, which shall be applied to their occurrence bank on July 1st of each fiscal year. Employees scheduled to work 40 hours per week (full-time employees) are granted 116 hours of occurrence time annually.
- B. **New Hire Criteria:** Employees that hire in after July 15th of a fiscal year will have a pro-rated number of hours granted to their bank for the remainder of that fiscal year. A new hire who starts on or before the 15th of a month, shall receive credit for that month.
- C. **Remaining Balance at Fiscal Year End:** At the end of each fiscal year, hours that remain in the employees occurrence bank will be carried over into the following fiscal year.
- D. **Notice of Intent to take Time:** The employee is required to give at least twenty-four (24) hours advance notice when intending to take occurrence time, except in the case of an illness or emergency. In the event more requests for a specific day are received than can be accommodated, approval shall be granted according to the date the application is received. In the event of a tie, the employee with the most seniority will be given preference.
- E. **Termination of Employment:** Upon termination from the College, hours remaining in the occurrence time bank will be forfeited. Upon retirement, an employee will be paid for occurrence hours remaining in their bank, up to a maximum of one hundred and eighty (180) hours.

ARTICLE 18

HOSPITALIZATION, MEDICAL & LIFE INSURANCE

- A. **Benefit Effective Date:** Employees will be eligible to participate in the hospitalization and medical insurance the first of the month following ninety (90) calendar days of employment.
- B. **Benefit Eligibility:** The College will provide access to hospitalization & medical insurance at competitive group rates. Employees must work a minimum of thirty (30) hours per week fifty-two (52) weeks per year to be eligible to participate in the group hospitalization & medical insurance.
- C. **Termination of Benefit:** Hospitalization & medical insurance will cease at the end of the month following the employee's termination date.
- D. **Payroll Deduction:** Employees who elect to participate in the group hospitalization & medical insurance will be required to pay their portion of the premium through payroll deduction.
- E. **Premium:** The College will pay seventy-two and a half percent (72.5%) of an employee's monthly premium; except that the College will pay ninety percent (90%) of an employee's monthly premium for employees scheduled to work 40 hours per week (full time employees).
- F. **Life and AD&D Insurance:** The College shall provide, without cost to each employee that works a minimum of thirty (30) hour a week, fifty-two (52) weeks a year, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$10,000 upon death and in the event of accidental death, a sum of \$20,000.
1. Benefit Effective Date: New employees will receive Life and AD&D Insurance the first of the month following ninety (90) calendar days of employment.
 2. Termination of Benefits: Life and AD&D insurance will cease at the end of the month following the employee's termination date.
- G. **Flexible Spending Accounts:** Effective 1/1/10, all bargaining unit members are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account allows for use of pretax dollars up to \$3,000 annually to pay for health expenses not covered by insurance, as defined by the IRS. The Dependent Care Spending Account allows for use of pretax dollars up to \$5,000 annually to pay for dependent care expenses. Funds forfeited by employees in their individual flexible spending accounts at year end will be utilized by the College to offset benefit costs in the subsequent year.
- H. **Supplemental Life and Disability:** Effective 1/1/10, all bargaining unit members are eligible to participate in the Supplemental Life and Supplemental Disability programs available.

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.

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.

I. Disputes Related to Supplemental Insurances: Any and all transactions and disputes concerning supplemental insurance described in 17k and 17l 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 17k and 17l above.

ARTICLE 19

EDUCATIONAL GRANT

In the absence of a state directive or prohibitive legislation, the College will provide an educational grant fund for use by members of the bargaining unit. Effective for the duration of this Agreement, the percentage of tuition and fees paid by the College will be 80%.

The grant will be available for credit and non-credit courses taken at Mott Community College by the employee.

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

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

- A. **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 sites on the MCC website.
- B. **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 form.
- C. **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.
- D. **Repayment:** The employee is responsible for any charges for which a student is liable if they do 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). 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.

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).

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. 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. 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. 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. Any remaining balance will be pursued through the College's normal accounts receivable and collections processes.

ARTICLE 20

COMPENSATION

- A. **Basic Rate:** Each employee shall be paid the straight hourly rate set forth in Appendix A for the classification that they are awarded.
- B. **Overtime Rate:** All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the basic hourly rate unless the employee makes an election to record these hours as compensatory time as outlined below.
- C. **Compensatory Time:** When an employee has worked in excess of forty (40) hours per week they may elect to have those hours reported and banked as compensatory time at the rate of one and one-half (1½) times. Employees may also elect to have any hours worked in excess of the regular schedule through 40 hours per week, reported and banked as compensatory time at the straight time rate. Employees may not accumulate a compensatory time bank to exceed eighty (80) total hours at any one time. The use of accrued compensatory time must be scheduled and have prior approval of the employee's immediate supervisor.
- D. **Schedule Approval:** All overtime or compensatory time worked must have prior approval of the employee's immediate supervisor.
- E. **Holiday Pay:** Employees will be paid time and a half when they work the following holidays on the day that the College celebrates the holiday: Martin Luther King day, Memorial day, Fourth of July, Labor day, Thanksgiving day, Christmas day, New Year's day.
- F. **Possible Contingency Payment:** A proportional allocation of half of funds unspent in the General Fund (GF) contingency at year end will be distributed to the unit. The proportional allocation to the unit will be determined in relationship to total compensation. For example, if the PSO GF total compensation is 4 per cent of GF total compensation, then 4 per cent of half of the unspent contingency will be made available to the unit for distribution to employees. 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. 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. Payments of less than \$40 per employee will not be distributed.

ARTICLE 21

SUB CONTRACTING

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

ARTICLE 22

BULLETIN BOARDS

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

ARTICLE 23

EFFECT OF LEGISLATION

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

ARTICLE 24

STRIKES AND SANCTIONS

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

ARTICLE 25

MISCELLANEOUS

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

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

- C. **Job Descriptions:** Job descriptions of all positions will be supplied to the Unit Chairperson upon request.

ARTICLE 26

TERMS OF AGREEMENT AND RE-OPENER

- A. This Agreement shall remain in full force and effect without change, addition or amendment from July 1, 2009 through June 30, 2012.

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

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

CHARLES STEWART MOTT COMMUNITY COLLEGE

BOARD OF TRUSTEES

By *M. Richard Smith* 7/30/09
Its President

CHARLES STEWART MOTT PUBLIC SAFETY OFFICER UNIT OF

Service Employee's International Union

Local 517M
By *Mica Crowder* 7/30/09
Unit Chair

Appendix A

Public Safety Officer Wage Scale Fiscal Year 2009/2010

| Step | | | Notes |
|------|---|---|-------|
| 0 | 1 | 2 | |

Public Safety Officer without Associate's Degree

| Grade | Assignment | | | | |
|-------|--|---------|---------|---------|--|
| 1A | Public Safety Officer w/ out Assoc | \$9.17 | \$9.42 | \$9.73 | Must complete 16 hours of First Aid & CPR training within 18 months. |
| 1B | Dispatcher/Technician w/ out Assoc (only available to employees hired prior to 8/27/07) | \$11.21 | \$11.66 | \$12.12 | Must have Associates within 16 consecutive semesters/sessions. |
| 1C | Academy Graduate w/ out Assoc (only available to employees hired prior to 8/27/07, includes 3 yr Sworn Officer w/ out Assoc) | \$14.26 | \$14.26 | \$14.26 | Must have Associates within 16 consecutive semesters/sessions. |

Public Safety Officer with Associate's Degree

| Grade | Assignment | | | | |
|-------|--------------------------------|---------|---------|---------|--|
| 2A | Public Safety Officer w/ Assoc | \$10.19 | \$10.60 | \$11.06 | Must complete 16 hours of First Aid & CPR training within 18 months. Associates required for assignment. |
| 2B | Dispatcher/Technician w/ Assoc | \$11.21 | \$11.66 | \$12.12 | Associates required for assignment. |
| 2C | Firefighter/EMT w/ Assoc | \$12.23 | \$13.25 | \$14.26 | Associates required for assignment. |
| 2E | Sworn Officer w/ Assoc | \$16.30 | \$17.32 | \$18.34 | Associates required for assignment. |

"Legacy" Group Employees (Employees Hired Before May 21, 2004)

| Grade | Assignment | | | | |
|-------|-----------------------------------|--|--|---------|--|
| 3A | Public Safety Officer w/out Assoc | | | \$12.42 | |
| 3B | Public Safety Officer w/ Assoc | | | \$12.99 | |

- 1.89% increase over 2008/2009 salary schedule
- All increases are merit - employee must have satisfactory performance
- Any employee working 40 hours per week must have an Associate's degree
- Must work for College as PSO in current Grade for full year or two full years to receive step increase
- Dispatch Differential - a differential of \$0.50 will be paid to employees working as a Dispatcher
- Pay rates in Grade 2 are also applicable to employees hired prior to 8/27/07 after they obtain their Assoc degree

**Public Safety Officer Wage Scale
Fiscal Year 2010/2011**

| Step | | | Notes |
|------|---|---|-------|
| 0 | 1 | 2 | |

Public Safety Officer without Associate's Degree

| Grade | Assignment | | | | |
|-------|--|---------|---------|---------|--|
| 1A | Public Safety Officer w/ out Assoc | \$9.33 | \$9.59 | \$9.90 | Must complete 16 hours of First Aid & CPR training within 18 months. |
| 1B | Dispatcher/Technician w/ out Assoc (only available to employees hired prior to 8/27/07) | \$11.40 | \$11.86 | \$12.33 | Must have Associates within 16 consecutive semesters/sessions. |
| 1C | Academy Graduate w/ out Assoc (only available to employees hired prior to 8/27/07, includes 3 yr Sworn Officer w/ out Assoc) | \$14.51 | \$14.51 | \$14.51 | Must have Associates within 16 consecutive semesters/sessions. |

Public Safety Officer with Associate's Degree

| Grade | Assignment | | | | |
|-------|--------------------------------|---------|---------|---------|--|
| 2A | Public Safety Officer w/ Assoc | \$10.36 | \$10.78 | \$11.24 | Must complete 16 hours of First Aid & CPR training within 18 months. Associates required for assignment. |
| 2B | Dispatcher/Technician w/ Assoc | \$11.40 | \$11.86 | \$12.33 | Associates required for assignment. |
| 2C | Firefighter/EMT w/ Assoc | \$12.44 | \$13.47 | \$14.51 | Associates required for assignment. |
| 2E | Sworn Officer w/ Assoc | \$16.58 | \$17.62 | \$18.65 | Associates required for assignment. |

"Legacy" Group Employees (Employees Hired Before May 21, 2004)

| Grade | Assignment | | | | |
|-------|-----------------------------------|--|--|---------|--|
| 3A | Public Safety Officer w/out Assoc | | | \$12.63 | |
| 3B | Public Safety Officer w/ Assoc | | | \$13.21 | |

- 1.71% increase over 2009/2010 salary schedule
- All increases are merit - employee must have satisfactory performance
- Any employee working 40 hours per week must have an Associate's degree
- Must work for College as PSO in current Grade for full year or two full years to receive step increase
- Dispatch Differential - a differential of \$0.50 will be paid to employees working as a Dispatcher
- Pay rates in Grade 2 are also applicable to employees hired prior to 8/27/07 after they obtain their Assoc degree

**Public Safety Officer Wage Scale
Fiscal Year 2011/2012**

| Step | | | Notes |
|------|---|---|-------|
| 0 | 1 | 2 | |

Public Safety Officer without Associate's Degree

| Grade | Assignment | | | | |
|-------|--|---------|---------|---------|--|
| 1A | Public Safety Officer w/ out Assoc | \$9.45 | \$9.71 | \$10.03 | Must complete 16 hours of First Aid & CPR training within 18 months. |
| 1B | Dispatcher/Technician w/ out Assoc (only available to employees hired prior to 8/27/07) | \$11.55 | \$12.01 | \$12.49 | Must have Associates within 16 consecutive semesters/sessions. |
| 1C | Academy Graduate w/ out Assoc (only available to employees hired prior to 8/27/07, includes 3 yr Sworn Officer w/ out Assoc) | \$14.70 | \$14.70 | \$14.70 | Must have Associates within 16 consecutive semesters/sessions. |

Public Safety Officer with Associate's Degree

| Grade | Assignment | | | | |
|-------|--------------------------------|---------|---------|---------|--|
| 2A | Public Safety Officer w/ Assoc | \$10.50 | \$10.92 | \$11.39 | Must complete 16 hours of First Aid & CPR training within 18 months. Associates required for assignment. |
| 2B | Dispatcher/Technician w/ Assoc | \$11.55 | \$12.01 | \$12.49 | Associates required for assignment. |
| 2C | Firefighter/EMT w/ Assoc | \$12.60 | \$13.65 | \$14.70 | Associates required for assignment. |
| 2E | Sworn Officer w/ Assoc | \$16.80 | \$17.85 | \$18.90 | Associates required for assignment. |

"Legacy" Group Employees (Employees Hired Before May 21, 2004)

| Grade | Assignment | | | | |
|-------|-----------------------------------|--|--|---------|--|
| 3A | Public Safety Officer w/out Assoc | | | \$12.80 | |
| 3B | Public Safety Officer w/ Assoc | | | \$13.38 | |

- 1.3% increase over 2010/2011 salary schedule
- All increases are merit - employee must have satisfactory performance
- Any employee working 40 hours per week must have an Associate's degree
- Must work for College as PSO in current Grade for full year or two full years to receive step increase
- Dispatch Differential - a differential of \$0.50 will be paid to employees working as a Dispatcher
- Pay rates in Grade 2 are also applicable to employees hired prior to 8/27/07 after they obtain their Assoc degree

- A. **Dispatcher Differential:** Employees will be paid a fifty (50) cents per hour premium when working as a dispatcher, provided they have successfully completed a dispatch certification course approved by the College. The Senior Public Safety Department Manager has discretion in selecting Public Safety Officers for the Dispatcher position and training. If in the sole opinion of the Senior Public Safety Department Manager, there are two or more equally qualified candidates, the first chosen shall be the employee with the most seniority.

The Public Safety Department will cover the cost of the dispatch certification course for employees selected for this position. If the employee is scheduled to work his/her regular shift when attending a dispatch training session, the employee will be paid for that shift.

APPENDIX B

Mott Community College / Public Safety Officers’ Ground Rules for the Joint Labor Management Committee

1. Meetings

The 3rd Monday of each month from 10:00 a.m. – 12:00 p.m. will be held for potential monthly meetings.

- a. At the beginning of each meeting, a review of the previous meeting’s decisions and/or minutes will occur.
- b. Human Resources will make arrangements for meeting rooms.
- c. All meetings will be held at the College unless otherwise notified.
- d. Meetings will begin and end on time and may be extended through a consensus decision.
- e. Everyone will act respectfully towards each other.
- f. Everyone is responsible for enforcing ground rules.
- g. Only one person from the group shall speak at a time.

2. Making Decisions

- a. Consensus: A consensus of the entire group present at any meeting will first be attempted, to see if everyone can live with the proposed decision. If that is not possible, decisions can be made over the dissent of a maximum of one person from each side present at the meeting. If more than one person from each side dissents, there is not a decision. (One person saying “no” does get paid attention to.)
- b. Decisions of the group will be supported by everyone in the group. No one person’s opinion will be identified outside the group.
- c. Reconsider: Any decision may be reconsidered by consensus of the group.

3. Who attends Meetings

- a. Committee Membership: Committee membership will consist of up to five (5) representatives from each side. Membership will be determined by the respective parties.
- b. Quorum: A quorum is two (2) of the regular members from each side. The Unit Chair will inform the College 24 hours in advance if a local official’s attendance is required for the quorum.
- c. Either side may bring in a resource person with the agreement of the whole group.

4. Cancellation of Meetings

- a. Except in an emergency, 24 hours notice will be given to cancel a meeting. The Unit Chair and the College’s senior Human Resources manager will be the designated individuals to cancel meetings. Each side is responsible for notifying their own team members of the cancellation.

5. Recording

- a. A record may be kept on the flip chart and then transcribed of:
 - 1) Problem statements agreed to by the whole group
 - 2) Assignments made by the group
 - 3) Possible solutions
- b. Minutes will be distributed at the next meeting.

6. Problem Statement and Resolution Sequence

- a. Statement of problem or issue by one side
- b. Supporting data is given so the other side understands why it is a problem
- c. Additional information needed: who will get it and when they will get it
- d. Group statement of problem or issue and destination of issue
- e. Brainstorming options for resolution or suggested solutions
- f. Discussion of options and suggested solutions
- g. Narrow down options to one or more and re-shape
- h. Suggested resolution
- i. Contract language or memorandum of understanding

7. Caucus

- a. Anyone may call a caucus
- b. Both sides will attempt to limit the number of caucuses
- c. After the caucus, the side that caucused will report about the topic discussed

8. Sharing of Information

- a. At the end of each meeting, the group will discuss what information each side is planning to give in confidence to the Local or the Administration or Board. The side that will be bringing issues to their constituency will discuss their approach to bringing the information and be open to input from the other side on how to present it.
- b. Any statements issued to the media will be issued jointly.
- c. Confidentiality. All discussions in negotiations will be confidential unless agreed otherwise, except as set out in sections a. and b., above. If a party needs to seek input from an outside person, they will discuss that ahead of time with the whole group.
- d. Sharing ground rules. The ground rules may be shared with any group with the name of the institution and union removed.

9. Agenda

- a. At the end of each meeting the agenda for the next meeting will be decided.

10. Subcommittee roles

The following guidelines will be used by subcommittees:

- a. Subcommittees will be appointed or referred from the JLM.
- b. The JLM will specify a date for a committee to give a progress report
- c. Subcommittees will report
 1. summary of progress orally and/or
 2. information in written form
- d. Subcommittees may not make decisions but will bring recommendations back to the whole group for approval.

11. Data

All relevant or available requested data including financial comparisons will be shared with the group as a whole. Data collection will be a shared responsibility.

12. Changing ground rules

Ground rules may be changed at any time by consensus of the group.

APPENDIX C

Mott Community College/Public Safety Officer's Bargaining Ground Rules

These ground rules are used in addition to/in conjunction with the Ground Rules for the JLM in Appendix B

Created 4/20/01
Modified 4/23/04

1. Bargaining Timeline

- a. The goal (which is not a firm date) is to finish bargaining by June 30 in the year the collective bargaining agreement expires.

2. Bargaining Meetings

- a. Meeting Location
 1. Human Resources will make arrangements for meeting rooms.
 2. All meetings will be held at the College unless otherwise notified.
- b. Meeting Schedule: The parties will determine a schedule of meetings.
 1. If a member must be absent from the meeting, he/she will notify Human Resources prior to the meeting.

3. Facilitation

- a. The group will determine whether and how the meeting sessions will be facilitated.

4. Recording

- a. Each side will take its own notes unless mutually agreed otherwise.

5. Information Outside Negotiation

- a. Confidentiality. All discussions in negotiations will be confidential unless agreed otherwise, except as set out in sections c. and d. below. If a party needs to seek input from an outside person, they will discuss that ahead of time with the whole group.
- b. Individual team members may not break confidentiality without expressed permission of their team members and prior discussion of the whole group.
- c. At the end of each session, the group will discuss what information each side is planning to give in confidence to the Local or the Administration or Board or publicly to their own constituents. The side that will be bringing issues to their constituency will discuss their approach to bringing the information and be open to input from the other side in how to present it.
- d. Any statements issued to the media will be issued jointly.
- e. The ground rules may be shared with any group.

6. Impasse

An impasse will be declared by consensus followed by a cooling off period. The group will decide where to go next, such as:

- a. an outside/different facilitator and/or mediator
- b. change process
- c. start over
- d. keep issues already resolved
- e. change process for remaining issues

Impasse under these rules is not impasse for purposes of PERA.

APPENDIX D
Guidelines for PSOs to Attend Police Academy

ELIGIBILITY

- 1) In order to be eligible to attend an appropriate Policy Academy, the applicant must have documentation on file of a passing score on all required entry examinations such as the Michigan Commission of Law Enforcement Standards (MCOLES) Reading and Writing pre-test, and current Physical Fitness Pre-Enrollment test. In addition, the applicant must successfully complete the College's established psychiatric psychological evaluation prior to attendance. The Physical Fitness test must be taken no sooner than 180 days before the beginning of the training academy session. Proof of passing and completion of the above items must be submitted to the Director of Safety before an applicant may be considered to attend the Academy.

- 2) Employees may be selected to attend the Academy at the discretion of management (both whether they will be considered to attend and the number attending per year, if any).

SCHEDULE

Academy sessions are typically offered twice per year. Training is conducted Monday through Friday with classes beginning at 7:00 a.m. Each session is seventeen (17) weeks in duration.

COST-JULY 2009

The cost for the Reading and Writing pre-test is \$62.00, and the cost for the Physical Fitness Pre-Enrollment test is \$45.00. Mott Community College will reimburse employees for these costs after submission of proof of payment and successful completion of the tests. There is no cost to the employee for the psychological evaluation. .

The cost for each candidate to attend the Academy is \$5,000.00. Mott Community College will pay for the cost, however if the employee quits the Academy prior to successful completion, he/she must re-pay the College through payroll deduction.

COMMITMENT

Each employee that successfully completes the Academy must commit to work for Mott Community College for two years following the completion of the Academy. If the employee leaves the College for any reason (either voluntarily or involuntarily) he/she must re-pay the College the full cost for the Academy tuition.

ADDITIONAL INFORMATION

Information regarding scheduling the Reading and Writing pre-test and the Physical Fitness Pre-Enrollment test can be found at: www.michigan.gov/mcoles/

Information regarding the Flint Regional Police Training Academy can be obtained by calling 810-766-722 or 810-577-1489.

APPENDIX E
Dispatcher/Technician Qualifications

ELIGIBILITY

1. In order to be eligible to apply for the Dispatcher/Technician position, the applicant must be able to attend and pass both an evidence technician and property room management school.
2. Employees that are in the Dispatcher/Technician position will be required to attend periodic training as required by management. Failure to attend or failure to pass the courses will cause the employee to no longer meet qualifications for this position.
3. Employees will be selected to attend the Dispatcher/Technician training at the discretion of management (both whether they will be considered to attend and the number attending per year, if any).

COST

Mott Community College will pay for the cost of evidence technician and property room management training, however if the employee quits the class prior to successful completion, he/she must re-pay the College through payroll deduction.

COMMITMENT

Each employee that successfully completes the class must commit to work for Mott Community College for two years following the completion of the training. If the employee leaves the College for any reason (either voluntarily or involuntarily) he/she must re-pay the College the full cost for the course tuition.