



OAKLAND
COMMUNITY
COLLEGE

OPERATING ENGINEERS

MASTER AGREEMENT

July 1, 2006- June 30, 2009

**International Union of Operating Engineers
Local No. 547, A-B-C-E & H
AFL-CIO**

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OAKLAND COMMUNITY COLLEGE

LABOR CONTRACT

Oakland Community College, hereinafter referred to as the "College" and the International Union of Operating Engineers, Local No. 547, A-B-C-E & H, AFL-CIO, hereinafter referred to as the "Union" on this November 20, 2006, enter into the following Agreement:

ARTICLE 1 RECOGNITION

The College recognizes the Union as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965, as amended, for the purpose of collective bargaining for all Operating Engineer personnel with respect to hours, wages, terms, and conditions of employment, for the term of this Agreement.

Whenever the word he/she or employee is used in this Agreement, it shall be deemed to include both male and female gender.

ARTICLE 2 MANAGEMENT RIGHTS

The employer, on its own behalf and on behalf of the electors of the Community College District, hereby retains and reserves unto itself 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 the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the College, its properties, its facilities and the activities of its employees in conformance with their constitutional rights;
- B. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment and to promote all such employees. Just cause shall be required for discipline, dismissals or demotions;
- C. To relieve employees from duties because of lack of work or other legitimate reasons;
- D. To determine the methods, means and personnel by which the operations of the College are to be conducted.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of reasonable 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 expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE 3
UNION SECURITY AND CHECK-OFF**

A. It is mutually agreed by the College and the Union that the College shall operate on an agency shop basis. Each employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after execution of this Agreement, shall as a condition of employment (upon completion of the probationary period of employment), become a member of the Union. Thereafter, all current employees shall maintain membership in the Union subject to the provisions of paragraph D, as of his hiring date or the effective date of this Agreement. Employees who fail to comply with this membership requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the College from the Union. The Union will furnish the College with authorized dues deduction forms.

B. Exception to the above condition, however, shall recognize that any employee may exercise his/her choice of the following alternate condition:

In lieu of Union membership, any employee shall pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty days (30) after receipt of written notice of such default delivered to the College by the Union. The Union will furnish the College with authorized dues deduction forms.

The Union shall indemnify and save harmless the College from any and all claims, demands, suits or any other actions arising from this article or from complying with any request for termination under this Article.

C. The College shall deduct current membership dues or service charges from the wages of said employee upon completion of his probationary period. Current membership dues shall not include initiation fees or special assessments.

D. The College agrees to deduct from the pay of each employee all dues of IUOE, Local Union No. 547, A-B-C-E & H, and pay such amount deducted to said Local for each and every employee covered by this Agreement, provided, however, that the Union presents to the College authorization signed by such employee allowing such deductions and payment to the Local Union. The deduction shall be made from the pay of the employees for the first pay period of the calendar month.

E. All sums deducted shall be remitted to the financial secretary for the Local Union not later than the last day of the calendar month in which such deductions are made, the same to be allocated and distributed by them in accordance with the constitution, laws and regulations of the Union.

**ARTICLE 4
STEWARDS**

There shall be one steward and one alternate steward to represent the employees covered under this Agreement. The names of the steward and alternate steward shall be certified in writing to the College by the Local Union.

1. The authority of steward and alternate, so designated by the Local Union, shall be limited to and shall not exceed the following duties and activities: The investigation and presentation of employees' grievances in accordance with the provisions of this Agreement.
2. The steward or alternate may investigate and present grievances to the College during his regular working hours providing that the time used for this purpose will not be abused.

ARTICLE 5 GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of an operating engineer or group of operating engineers and/or interpretation, meaning or application of any of the provisions of this Agreement. Grievances may be instituted by any operating engineer, group of operating engineers, or IUOE, Local No. 547, A-B-C-E & H. The grieving party may elect to have the Union representative with him at any stage of the grievance procedure, or he may choose to process the grievance and have it fully adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

B. TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party. Any grievance not presented for disposition through the grievance procedure within five (5) working days of the event or occurrence of the condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement.

C. GRIEVANCE STEPS

Any grievance shall be presented through the following procedure, although the aggrieved parties are urged to discuss matters informally with their immediate supervisor before filing a formal written grievance.

Step 1. Within five (5) days after the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate immediate supervisor. The statement of grievance shall include:

- a. The name of the aggrieved party or parties.
- b. A statement of the facts giving rise to the grievance.
- c. Identification of all provisions of this Agreement alleged to be violated.
- d. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence.
- e. The date of the initial submission of the grievance in writing.
- f. Remedy or correction requested.

The supervisor shall render his decision to the aggrieved party in writing within ten (10) days after receipt of the grievance. A copy shall be supplied to the Union Business Manager.

Step 2. In the event the aggrieved party is not satisfied with the decision at Step 1, he may, within five (5) days of receiving the decision, present an appeal in writing to the Vice Chancellor of Administrative Services. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

The Vice Chancellor shall render his decision to the aggrieved party, in writing, within ten (10) days after receipt of the appeal. A copy shall be forwarded to the Union Business Manager.

Step 3. In the event the aggrieved party is not satisfied with the decision at Step 2, he may, within five (5) days of receiving the decision, present an appeal in writing to the College's Chief Human Resources Officer or designee.

With this appeal, he shall present a copy of his original grievance and the replies received at Step 1 and 2. The College's Chief Human Resources Officer or designee shall render his decision, in writing, to the aggrieved party within fifteen (15) days after receipt of the appeal. A copy shall be forwarded to the Union Business Manager.

Step 4. In the event there is no resolution at the College's Chief Human Resources Officer or designee level, the Union, within five (5) days, may request the service of an impartial mediator appointed by MERC in order to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure.

Step 5. In the event the Union is not satisfied with the decision at Step 4, the Union may present an appeal in writing to the College's Chief Human Resources Officer or designee requesting grievance arbitration in accordance with the following procedure:

- a. Arbitration shall be initiated by written notice to the other party, within five (5) working days from receipt of the answer in Step 4, of intent to arbitrate.
- b. Arbitrators shall be selected from one of the following individuals: Joseph Girolamo, Patrick McDonald, Benjamin Wolkinson. Each of these arbitrators shall agree to all of the Arbitration Rules of the American Arbitration Association.
- c. The arbitrators shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator or the judgment of the arbitrator to sustain, or reverse, or modify any alleged dispute put before the arbitrator.
- d. The decision of the arbitrator shall be binding on both the Union, the employee and the Employer and not subject to further appeal.
- e. Expenses and fees of the arbitrator shall be shared equally by the Union and the College.

D. FAILURE TO RENDER A DECISION

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

E. FAILURE TO APPEAL

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time limits shall constitute a withdrawal of the grievance.

F. WAIVER OF STEPS

Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.

G. GROUP GRIEVANCE

In the event that the Union members have a group grievance, it shall be sufficient if one member presents the grievance on behalf of all similarly affected Union members provided, however, that the initial statement of grievance will include, in Step 1, the names of all involved Union members indicating that the grievance is a group grievance. A group grievance shall be one in which the facts questioned, and expressed provisions of this Agreement alleged to be violated, relate to every member of the group.

**ARTICLE 6
JOB SECURITY/LAYOFF AND RECALL**

Layoff and recall shall be based solely on bargaining unit seniority within classification. There shall be no seniority for probationary employees. No bumping or transfer will be permitted within the bargaining unit except when a vacancy occurs. Vacancies shall be filled based on qualification and seniority within classification. Exceptions to the above are subject to mutual agreement of the parties.

**ARTICLE 7
SENIORITY**

Section 1. Definitions

- A. College-wide seniority shall be defined as an employee's length of service with the Employer commencing with his/her most recent date of hire.
- B. Bargaining unit seniority shall be defined as the period of employment commencing with his/her most recent date of hire in the bargaining unit, including any previously frozen seniority in the bargaining unit.
- C. Classification seniority shall be defined as the period of employment commencing with the bargaining unit member's most recent date assigned to the classification, including any previously frozen seniority in that classification.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, or unpaid leaves of absence of less than thirty (30) days. Seniority shall continue to accrue during absences from the College due to Family and Medical Leave Act (FMLA) leave or involuntary military service.

Section 2. Seniority List - After successfully completing his/her probationary period an employee shall be placed on the seniority list as of his/her date of hire.

Section 3. Loss of Seniority - An employee shall be terminated and lose his/her seniority for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged for just cause and not reinstated through the grievance procedure.
- C. The employee does not report for work upon notice of recall by registered mail to his/her last known address within ten (10) working days.
- D. The employee does not show up for work without notice for three (3) consecutive days, except in the case of an emergency.
- E. The employee has been on a long-term disability (LTD) leave for two (2) consecutive years.
- F. The employee has been on layoff status for five (5) consecutive years.

Section 4. Probationary Period For New Hires - All newly hired employees shall be required to serve a probationary period of one-hundred eighty (180) calendar days. All absences (paid and unpaid) shall extend the probationary period accordingly.

During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer. Such layoff or termination shall not be subject to the Grievance Procedure.

Section 5. Layoff/Recall - In the event a reduction in force is necessary, layoff shall occur based on seniority within each classification.

Recall shall occur in the reverse order of layoff.

ARTICLE 8 DISCIPLINARY PROCEDURES/DISCHARGE

Bargaining Unit members will not be disciplined or discharged without just cause. The College will adhere to the principles of progressive discipline when appropriate.

Breaches of performance and conduct are subject to disciplinary procedures. Such breaches include but are not limited to abuses of sick leave and other leaves, deficiencies in performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement. Disciplinary action less than discharge may consist of actions such as written reprimand, suspension from a portion of, or all duties, with or without pay, and demotion. This listing is not meant to exclude other forms of discipline less than discharge.

In imposing any sanction on a current charge, the Employer will not take into account any prior infractions that occurred more than two (2) years previous to the date of the occurrence of the event on which the current charge is based.

ARTICLE 9 FAMILY AND MEDICAL LEAVE ACT

The College will comply with the Family and Medical Leave Act of 1993 ("FMLA"), as well as College policies and procedures, with regard to requests for unpaid leaves of absence submitted by eligible bargaining unit employees.

ARTICLE 10
LEAVES OF ABSENCE WITHOUT PAY

Bargaining Unit members may be granted a leave of absence for up to one (1) year without pay or fringe benefits, subject to the following requirements:

- A. Employees shall be eligible for an authorized leave of absence after one (1) year of service with the College which immediately precedes the authorized effective date of such leave of absence.
 - 1. An employee who requests a leave of absence shall make application in writing to the Chief Human Resources Officer. The application shall state the reason the leave of absence is being requested and the approximate length of time of said absence.
 - 2. The application of an employee for a leave of absence will be considered by the College upon its individual merit and circumstances and the parties agree that the determination of whether or not the request shall be granted rests solely at the discretion of the College. A request for a leave of absence shall be answered promptly by the College. An authorization for leave of absence shall be in writing and may require Board approval.
 - 3. A leave of absence, when granted by the College, shall not exceed the time specified in the authorization. Such leaves of absence may be extended at the sole discretion of the College but the written authorization of the College is required in such cases. Employees who fail to return from an approved leave of absence on the date specified, shall be considered as voluntarily terminated absent extenuating circumstances. Requests for extension of a leave of absence must be made at least thirty (30) days in advance of the agreed date of return. The thirty (30) day requirement may be waived in cases of medical leave.
 - 4. The discretion in granting leaves of absence shall not be abused by the College.
- A. If an employee works for another College during an authorized leave of absence, the authorized leave of absence shall be canceled and said employee shall be considered to have voluntarily terminated his/her employment. Any employee taking leave of absence without the prior written authorization of the College shall be considered to have voluntarily terminated his/her employment.
- B. Any employee who takes an approved leave of absence of thirty (30) days or more on an accumulative basis or who is drawing short-term or long-term disability shall not accumulate vacation or sick leave days.

ARTICLE 11
ATTENDANCE PROGRAM

An employee shall accrue three (3) additional vacation days on July 1st, providing the bargaining unit member was absent one or less days, due to illness during the previous school year (July 1st through June 30). An employee who was absent no more than four (4) days, due to illness during the previous school year, shall accrue two (2) additional vacation days on July 1. An employee absent five (5) or more days, due to illness during the previous school year (July 1st through June 30), shall not be entitled to additional vacation days.

**ARTICLE 12
SPECIAL CONFERENCES**

A quarterly special conference will be held on the last Thursday (a.m.) of each quarter between two (2) representatives of the Operating Engineers, two (2) representatives of the Administrative Services Council and one (1) member of the Human Resources Department to discuss issues identified by the Chief Steward of the Operating Engineers Union.

**ARTICLE 13
MAINTENANCE OF STANDARDS**

The College agrees that all conditions of employment relating to salary, hours of work, and general working conditions are to be maintained at not less than the highest minimum standards in effect at the time of signing of this Agreement.

**ARTICLE 14
ANNUAL EVALUATION**

The College may evaluate each Bargaining Unit member on an annual basis. Representatives of the parties shall meet as necessary to jointly develop a performance appraisal form. The methodology shall be intended to improve the performance of individuals and shall not be for disciplinary purposes. The employee shall be given a copy of the evaluation.

**ARTICLE 15
SAVINGS CLAUSE**


If any provision of this Agreement shall be found to be contrary to Federal or State law, that provision only shall be deemed null and void and such a determination shall not affect any other provision of this Agreement.

**ARTICLE 16
TERM OF AGREEMENT**


- A. This AGREEMENT shall become of full force and effect on July 1, 2006, and shall continue without amendment or modification of any kind until the June 30, 2009.
- B. Sixty (60) days prior to the July 1, 2009, the Union and/or the Employer will, upon written notice to the appropriate party, meet to renegotiate the Contract.
- C. Appendices A and B are part of this Agreement.

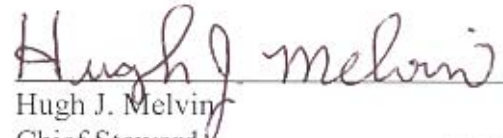
**ON BEHALF OF:
OAKLAND COMMUNITY COLLEGE**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL No. 547, AFL-CIO**

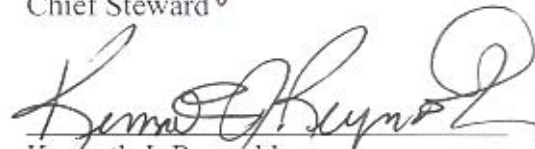

Pamala Davis
Chairperson, Board of Trustees


Jeffrey Keeton
Business Representative


Mary S. Spangler, Ed.D.
Chancellor

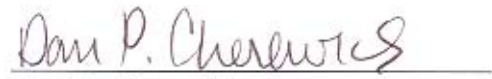

Hugh J. Melvin
Chief Steward

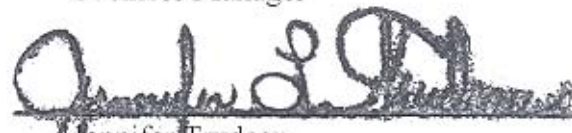

Charles Semchena
Chief Negotiator



Kenneth J. Reynolds
Alternate Steward


Gary S. Casey
Director of Employee Relations


Philip Schloop
Business Manager


Dan P. Cherewick
Director of Physical Facilities


Jennifer Trudeau
President


Date


Eric Karteczka
Recording Corresponding Secretary

APPENDIX A-1

SALARY SCHEDULE

July 1, 2006 – June 30, 2007

	<u>Biweekly Starting Salary</u>	<u>Biweekly After One (1) Year*</u>	<u>Biweekly After Two (2) Years</u>
A. Chief Engineer - Mechanical Systems and Plant Operations	\$2,511.03	\$2,806.49	\$2,954.20
B. Supervisor - Mechanical Systems and Plant Operations	\$2,401.55	\$2,684.11	\$2,825.37
C. Superintendent - Buildings and Grounds	\$2,207.92	\$2,483.40	\$2,614.16
D. Supervisor - Buildings and Grounds	\$1,871.67	\$2,116.81	\$2,353.50

*Employees hired on or promoted on or after January 1 and before June 30 are not eligible for the one (1) year increase until the following year.

APPENDIX A-2

SALARY SCHEDULE

July 1, 2007 – June 30, 2008

	<u>Biweekly Starting Salary</u>	<u>Biweekly After One (1) Year*</u>	<u>Biweekly After Two (2) Years</u>
A. Chief Engineer - Mechanical Systems and Plant Operations	\$2,573.81	\$2,876.65	\$3,028.06
B. Supervisor - Mechanical Systems and Plant Operations	\$2,461.59	\$2,751.21	\$2,896.00
C. Superintendent - Buildings and Grounds	\$2,263.12	\$2,545.49	\$2,679.51
D. Supervisor - Buildings and Grounds	\$1,918.46	\$2,169.73	\$2,412.34

*Employees hired on or promoted on or after January 1 and before June 30 are not eligible for the one (1) year increase until the following year.

APPENDIX A-3

SALARY SCHEDULE

July 1, 2008 – June 30, 2009

	<u>Biweekly Starting Salary</u>	<u>Biweekly After One (1) Year*</u>	<u>Biweekly After Two (2) Years</u>
A. Chief Engineer - Mechanical Systems and Plant Operations	\$2,638.16	\$2,948.57	\$3,103.76
B. Supervisor - Mechanical Systems and Plant Operations	\$2,523.13	\$2,819.99	\$2,968.40
C. Superintendent - Buildings and Grounds	\$2,319.70	\$2,609.13	\$2,746.50
D. Supervisor - Buildings and Grounds	\$1,966.42	\$2,223.97	\$2,472.65

*Employees hired on or promoted on or after January 1 and before June 30 are not eligible for the one (1) year increase until the following year.

APPENDIX B

BENEFITS

All coverage shall be subject to the provisions and requirements of the group insurance policies and shall not be subject to Article 5 (Grievance Procedure) of this Agreement.

The College shall contribute the same amount of dollars for benefits for employees beyond age 70 as for those employees age 70 or less. Such dollar amount shall be used to purchase as much coverage as possible, but may not equal the coverage provided for employees less than 65 years of age. If coverage is not available, or cost prohibitive, the employees shall receive the benefit cost as a supplement to salary.

The College will provide benefits in compliance with all state and federal regulations. Benefits will be provided under the Operating Engineers Flexible Compensation Program (see program booklet).

1. HEALTH/HOSPITALIZATION INSURANCE

Medical coverage is effective the first day of the month following date of hire for the union member and eligible dependents.

<u>Options</u>	<u>Cost to Employee</u>	<u>Cash Refund</u>
PPOM	10% of premium	0
Deductible	\$100/\$200	
Office Visit	\$15	
Prescription co-pay	\$5/\$10 - 06/07 \$5/\$10 - 07/08 \$10/\$20 - 08/09	
PPOM Option I	0	\$600
Deductible	0	
Office Visit	\$15	
Prescription co-pay	30%	
HMOs – HAP, M-Care	10% of premium	0
Deductible	0	
Office Visit	\$10	
Prescription co-pay	\$5/\$10	
Opt Out	0	\$1,000

The College will provide cost-sharing information for a new fiscal year as soon as new premium rates become available.

Written proof of insurance coverage elsewhere is required for Opt Out. A bargaining unit member or spouse cannot be enrolled in any OCC benefit, as both the subscriber and as a spouse. In the case of both parents being eligible for OCC benefits, dependents are eligible for coverage under only one parent.

2. SHORT-TERM DISABILITY

- Eligible after the 14th calendar day of disability.
- Subject to the provisions and requirements of the policy.
- Weekly benefits after 14 calendar day waiting period: sixty percent (60%) of employee's base weekly pay with options to purchase sixty-five percent (65%) or seventy percent (70%) base weekly pay.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>
Core	60%	0	0
Option I	65%	\$24	0
Option II	70%	\$48	0

3. LONG-TERM DISABILITY

Long-term disability benefits are effective the first day of the month following date of hire. The union member shall receive a weekly benefit payment beginning with the 91st day of disability.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	70% of monthly salary	0	0

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at age 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve (12) months.

If a bargaining unit member becomes disabled and is eligible for benefits, he or she will continue to receive medical, dental, vision and life insurance coverage not to exceed two (2) years from the date of eligibility.

4. DENTAL

Dental care insurance is effective the first day of the month following date of hire for union members and their eligible dependents.

<u>Options</u>	<u>Annual Benefit</u>	<u>Co-Pay</u>	<u>Ortho Life Benefit</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	\$1,000	\$ 80/20	\$2,000	0	0
Option I	\$1,000	\$ 80/20	\$3,000	\$48	0
Option II	\$1,200	\$ 90/20	\$2,000	\$96	0
Opt Out				0	\$150

5. VISION INSURANCE

All employees and dependents shall be covered by ADN vision care plan or equivalent coverage (as determined by the administration)

	Core	Option I	Option II	Opt Out
Exams	\$45	\$45	\$45	
Lenses: Single	\$42	\$45	\$21	
Bifocal	\$70	\$75	\$30	
Trifocal	\$84	\$85	\$40	
Frames	\$55	\$60	\$25	
Contacts	\$115	\$125	\$75	
	No refund	\$24 cost	\$12 refund	\$24 refund

6. LIFE INSURANCE

A. Term Life

Term life insurance is effective the first day of the month following date of hire. The benefit will be paid to the union member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	\$120,000	0	0
Option I	\$ 50,000	0	\$48
Option II	\$ 25,000	0	\$96

Any union member who elects either Option I or Option II will be subject to evidence of insurability should they elect a greater benefit at a later date.

Coverage shall be reduced, beginning at age 65, according to the following table:

<u>Age</u>	<u>Percent of Age 65 Benefit</u>
65 – 69	65%
70 - 74	45%
75 - 79	30%
80 and older	20%

B. Additional Optional Life Insurance

Optional term life insurance is available in an amount up to \$120,000 at the union member's expense through payroll deduction at rates established for the union member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Coverage shall be reduced, beginning at age 70, according to the following table:

<u>Age</u>	<u>Percent of Age 70 Benefit</u>
70 - 74	65%
75 - 79	45%
80 - 84	30%
85 - 89	20%
90 and older	15%

7. EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the month following the date of hire, subject to open enrollment periods. A Union member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care, Dependent Care, and Adoption expenses with employee pre-tax dollars, no rollover. Minimum and maximum dollar limits are:

	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Health Care:	\$120	\$5,000
Dependent Care:	\$520	\$5,000
Adoption		\$10,960

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions.

NOTE: Union members shall have the opportunity to select different options on an annual basis during open enrollment for benefits listed in Items 1 through 7 above (excluding LTD). The annual open enrollment period will be during May of each year, with an effective date of July 1 each year.

8. WHOLE LIFE INSURANCE PORTABLE PROGRAM (permanent life insurance programs)

Whole Life portable insurance is effective upon enrollment and application for union members and their dependents who may be eligible for coverage. Costs are based on age/insurability/minimum premiums. The union member pays 100 percent of premium through payroll deduction.

9. TAX DEFERRED ANNUITIES - SALARY REDUCTION PLAN

- Eligible upon enrollment and application if not previously a member.
- Employees may reduce their salary for contribution in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.

10. WORKERS' COMPENSATION

- Eligible upon employment.
- Benefits per schedule established by law for accidents or illness directly attributable to employment.
- Health insurance program (medical, dental, optical) shall be paid for each employee who is receiving workers' compensation, and his/her family, up to a maximum of two (2) years from the date the employee began receiving workers' compensation payments.

11. SOCIAL SECURITY

- Paid by the College and employee.
- Eligible upon employment; participation required.
- Retirement benefits available pursuant to enabling legislation.

12. PERSONAL LEAVE DAYS

- Eligible upon employment for three (3) days of personal leave per fiscal year without loss of pay.

13. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

- Paid by the College with the MIPS portion paid by the employee.
- Eligibility - as determined by enabling Legislation.
- Benefits based on years of service and average earnings.

14. VACATION SCHEDULES

- | | |
|-------------------------------|---|
| • 0 through 12 months | One (1) day per month,
not to exceed ten (10) days |
| • 13 months through 60 months | 1-1/4 days per month to
a maximum of fifteen (15) days |
| • 61st month | Two (2) days per month
to a maximum of twenty-four (24) days |

Vacation accrued but not taken may be carried forward to the next contractual period to a maximum of forty-eight (48) days.

Vacation time based on the above schedule will be awarded in full each year on July 1st. However, employees will be obligated to reimburse the College for vacation days used but not earned prior to any leave of absence.

Employees on long-term disability or workers' compensation leaves shall have vacation days deducted from their next July 1st allotment for vacation time used but not yet earned prior to the commencement of their leave. If an employee does not return to work from a leave, terminates or is terminated, he/she shall be billed for vacation days used but not earned prior to the commencement of the leave or termination.

15. SICK DAYS

Employees shall accumulate sick leave at the rate of one (1) day per month. An employee absent for more than three (3) consecutive working days, because of personal illness or injury, may be required to provide a certificate from his/her physician authorizing his/her return to work prior to such return.

Twelve (12) sick leave days shall be awarded in full on July 1st of each year or pro-rated in the case of a new employee. Employees who terminate their employment, or are terminated, shall be billed for such leave used but not earned prior to termination.

16. EMPLOYEE LIABILITY COVERAGE

Coverage for job-connected liability situations.

17. HOLIDAYS

The following shall be recognized as paid holidays for full-time employees:

- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- And any other holidays that the Chancellor or Board of Trustees of Oakland Community College declares or designates as legal holidays.

All holidays are full day holidays.

Whenever any of these holidays fall on the sixth (6th) and/or seventh (7th) day of the employee's regular work week and State authorities or the College transfer its observance to another day, that day shall then be considered the holiday.

18. JURY DUTY

In the event that an employee is summoned as a juror or subpoenaed as a witness in any judicial proceeding, the employee shall suffer no loss of pay from the College for his/her necessary absence from employment, but he/she shall endorse to the College any warrant or voucher issued to him/her for services as such juror or witness.

19. BEREAVEMENT LEAVE

Each employee shall be entitled to three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. The immediate family shall be considered to include the employee's spouse and the employee and the spouse's grandparents, parents, siblings, children and grandchildren, and other persons who have lived with them over a period of years. Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond the three (3) days may be approved by the College's Chief Human Resources Officer or designee.

20. TUITION WAIVER

Employees are eligible for tuition waiver upon employment. In addition, the spouse and dependent children residing with the full-time employee shall be eligible for a similar tuition grant.

Tuition grants for employees are limited to eight (8) credit hours in the Fall and Winter sessions and four (4) credit hours in the Summer I and four (4) credit hours in the Summer II session. Full-time tuition grants for spouses and dependent children are allowed.

Children of a deceased bargaining unit member shall be extended the above benefits until such child reaches the age of 25. The spouse, if any (as of the date of death), of a deceased bargaining unit member shall remain eligible for the tuition grant provided above for a period of six (6) years following the date of death. When the time periods specified above have been reached, the child and/or spouse shall receive tuition grant for those courses which have actually met, but shall not receive tuition grant for any course sections for which the spouse/child has merely registered.

21. TUITION REIMBURSEMENT

The Board shall appropriate \$8,000 each year in its operating budget to be used to pay a bargaining unit member's tuition for coursework which satisfies all of the following conditions:

- Coursework or a program of study must be pertinent to the needs of the College and/or duties of the employee. The coursework or program of study must be taken at an accredited institution of higher education. The coursework must provide the employee with additional areas of competence. Employees have the option to receive prior approval of coursework by completing the Tuition Reimbursement Application and submitting it to the Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
- All coursework applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Chancellor's Cabinet.
- Reimbursement is for tuition and fees but does not include reimbursement for books or any other related expenses.

- Employees applying for tuition reimbursement must provide to the Chief Human Resources Officer a completed tuition reimbursement application, a completed check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan of work. Such courses must have grade(s) of a “B” or higher and the courses must be completed within the academic year.
- Incomplete (“I”) grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following academic year shall not be eligible for reimbursement in future years.
- Continuing education courses will be reimbursed only if a grade is awarded.

The tuition reimbursement period will be for the academic year (September 1 to August 31).

The maximum total of tuition and fees paid to any individual will be \$350 per credit hour or up to a maximum of \$2,500 per academic year. If tuition and fees are less than \$350 per credit hour, reimbursement will be for the amount of the actual receipt.

Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.

Receipts and official/or copy of grade report with check request must be submitted within thirty (30) days of course completion. Wherein possible, reimbursement will be made twenty (20) days following submission of official grade report/or copy and valid tuition receipt.

Each employee will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

22. LIBRARY PRIVILEGES

Eligible upon employment; amount of benefit is the use of any of the Oakland Community College library facilities.

23. CLOTHING ALLOWANCE

At the beginning of each fiscal year, full-time bargaining unit employees shall receive \$1,000 to purchase appropriate clothing as determined by management.

24. LONG-TERM CARE

The College will provide the opportunity for each bargaining unit member, at their expense, to purchase long-term care coverage through payroll deduction. The vendor to provide the long-term care benefits shall be at the sole discretion of the College.

25. STAFF DEVELOPMENT

Each bargaining unit member shall complete staff development activities as directed by his/her supervisor. Individuals may request supervisory approval to attend other staff development activities through the PDTC; however, the supervisor may deny such requests and a denial shall not be subject to the grievance process. Failure of any employee to complete staff development activities as directed by the supervisor shall constitute just cause for disciplinary action.

26. SECURITY IDENTIFICATION CARDS

Each bargaining unit member will be required to wear a photo identification card issued by the College during working hours.

LETTER OF UNDERSTANDING #1
between
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
and
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL No. 547, AFL-CIO

2006 WINTER CLOSEDOWN

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter closedown from Thursday, December 21, 2006 through Monday, January 1, 2007.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Thursday	December 21	Work Day
Friday	December 22	Holiday
Saturday	December 23	Saturday
Sunday	December 24	Sunday
Monday	December 25	Holiday
Tuesday	December 26	Work Day
Wednesday	December 27	Work Day
Thursday	December 28	Work Day
Friday	December 29	Holiday
Saturday	December 30	Saturday
Sunday	December 31	Sunday
Monday	January 1	Holiday
Tuesday	January 2	Return to Work

- 3) For full-time employees, four (4) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A, B, and C.
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.

- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1, 2006. Any employee who is scheduled to work on December 21, 26 or 27, or 28, 2006 will be paid straight time for actual hours worked. Any employee called in to work between December 21, 2006 and January 1, 2007 will be paid at time and one-half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked (either scheduled or call-in) during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

ON BEHALF OF:

OCC BOARD OF TRUSTEES

IUOE, LOCAL No. 547, AFL-CIO


Catherine J. Rush
Chief Human Resources Officer


Hugh J. Melvin
Chief Steward


Gary S. Casey
Director of Employee Relations


Kenneth J. Reynolds
Alternate Steward

4/4/07

LETTER OF UNDERSTANDING #2
between
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
and
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL No. 547, AFL-CIO

2007 WINTER CLOSEDOWN

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter closedown from Friday, December 21, 2007 through Tuesday, January 1, 2008.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Friday	December 21	Work Day
Saturday	December 22	Saturday
Sunday	December 23	Sunday
Monday	December 24	Holiday
Tuesday	December 25	Holiday
Wednesday	December 26	Work Day
Thursday	December 27	Work Day
Friday	December 28	Work Day
Saturday	December 29	Saturday
Saturday	December 30	Sunday
Monday	December 31	Holiday
Tuesday	January 1	Holiday
Wednesday	January 2	Return to Work

- 3) For full-time employees, four (4) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A, B, and C.
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.


- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1, 2007. Any employee who is scheduled to work on December 21, 26 or 27, or 28, 2007 will be paid straight time for actual hours worked. Any employee called in to work between December 21, 2007 and January 1, 2008 will be paid at time and one-half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked (either scheduled or call-in) during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

ON BEHALF OF:

OCC BOARD OF TRUSTEES

IUOE, LOCAL No. 547, AFL-CIO


Catherine J. Rush
Chief Human Resources Officer


Hugh J. Melvin
Chief Steward


Gary S. Casey
Director of Employee Relations


Kenneth J. Reynolds
Alternate Steward

4/4/07

LETTER OF UNDERSTANDING #3
between
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
and
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL No. 547, AFL-CIO

2008 WINTER CLOSEDOWN

WHEREAS, the above-mentioned parties agree as follows:

- 1) There will be a winter closedown from Wednesday, December 24, 2008 through Sunday, January 4, 2009.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Wednesday	December 24	Holiday
Thursday	December 25	Holiday
Friday	December 26	Work Day
Saturday	December 27	Saturday
Sunday	December 28	Sunday
Monday	December 29	Work Day
Tuesday	December 30	Work Day
Wednesday	December 31	Holiday
Thursday	January 1	Holiday
Friday	January 2	Work Day
Saturday	January 3	Saturday
Sunday	January 4	Sunday
Monday	January 5	Return to Work

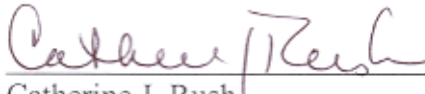
- 3) For full-time employees, four (4) scheduled work days between the Christmas holiday and New Years holiday shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A, B, and C.
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.

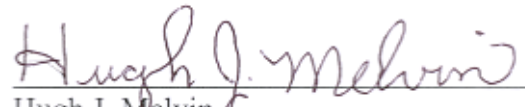
- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1, 2008. Any employee who is scheduled to work on December 26, 29, or 30, 2008 or January 2, 2009 will be paid straight time for actual hours worked. Any employee called in to work between December 24, 2008 and January 4, 2009 will be paid at time and one-half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked (either scheduled or call-in) during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.


ON BEHALF OF:

OCC BOARD OF TRUSTEES

IUOE, LOCAL No. 547, AFL-CIO


Catherine J. Rush
Chief Human Resources Officer


Hugh J. Melvin
Chief Steward


Gary S. Casey
Director of Employee Relations


Kenneth J. Reynolds
Alternate Steward

4/4/07

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