



OAKLAND  
COMMUNITY  
COLLEGE

**TEAMSTERS  
MASTER AGREEMENT**

**State, County and  
Municipal Workers  
Local 214**

**July 1, 2006 - June 30, 2009**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>Agreement</b> .....	1
<b>Preamble</b> .....	1
<b>Article 1 – Equal Employment Opportunity and Non-Discrimination</b> .....	1
Section 1 – Policy of Non-Discrimination.....	1
Section 2 – Affirmative Action Policy.....	1
<b>Article 2 – Recognition</b> .....	2
Section 1 – Recognition and Bargaining Unit .....	2
Section 2 – Project Staff (Enterprise Employees).....	2
<b>Article 3 – Management Rights</b> .....	2
<b>Article 4 – Board Policies Incorporated</b> .....	3
<b>Article 5 – Past or Present Procedures or Practices</b> .....	3
<b>Article 6 – Subcontracting</b> .....	3
<b>Article 7 – No Strike – No Lockout</b> .....	3
<b>Article 8 – Union Security</b> .....	3
Section 1 – Equal Representation .....	3
Section 2 – Dues/Representation Fee.....	4
Section 3 – Condition of Employment.....	4
<b>Article 9 – Professional Dues or Fees</b> .....	4
Section 1 – Check-Off .....	4
Section 2 – Hold Harmless .....	4
Section 3 – New Hires or Transfers into Bargaining Unit.....	4
<b>Article 10 – Union Representation</b> .....	5
Section 1 – Stewards.....	5
Section 2 – Alternate Stewards .....	5
Section 3 – Union Notification .....	5
Section 4 - .....	5
Section 5 - .....	5
Section 6 – Bargaining Committee .....	5
Section 7 – Negotiation Representatives .....	5
<b>Article 11 – Employee and Union Rights</b> .....	6
Section 1 – Public Employment Relations Act.....	6
Section 2 – No Other Agreement.....	6
Section 3 – Use of Facilities .....	6
Section 4 – Use of Equipment .....	6
Section 5 – Mailing.....	6
Section 6 – Information .....	6
Section 7 – Application of Agreement.....	6
Section 8 – Personnel Files .....	6
Section 9 – Outside Agreements.....	6
<b>Article 12 – Seniority</b> .....	7
Section 1 – Definitions.....	7
Section 2 – Seniority When Outside the Bargaining Unit .....	7
Section 3 – Seniority List.....	7
Section 4 – Loss of Seniority .....	7
<b>Article 13 – Probationary Period for New Hires</b> .....	8

<b>Article 14 – Grievance Procedure</b> .....	8
Section 1 – Step I - Supervisory .....	8
Section 2 – Step II - Campus President/Executive Director/ Vice Chancellor/Chief Information Officer.....	8
Section 3 – Step III - Chancellor.....	9
Section 4 – Step IV - Binding Arbitration .....	9
Section 5 – Expedited Grievance .....	9
Section 6 – Definition of Days.....	9
<b>Article 15 – Disciplinary Procedures/Discharge</b> .....	10
<b>Article 16 – Staff Reduction (Layoff)</b> .....	10
Section 1 - .....	10
Section 2 – Order of Layoff .....	10
Section 3 – Notice.....	10
Section 4 – Bumping/Transfers in Lieu of Layoff .....	11
Section 5 – Displaced Employees .....	11
Section 6 - .....	11
Section 7 - .....	11
Section 8 – Volunteers .....	11
<b>Article 17 – Recall and Reinstatement</b> .....	12
Section 1 – Former Position.....	12
Section 2 – Resignation .....	12
Section 3 – Notices of Vacancies.....	12
Section 4 – Notice of Recall .....	12
Section 5 – Recall .....	12
Section 6 – Rights upon Recall .....	13
Section 7 – Seniority .....	13
<b>Article 18 – Leaves of Absence without Pay</b> .....	13
Section 1 – Family and Medical Leave.....	13
Section 2 – Military Leave.....	13
Section 3 – Other Leaves .....	13
<b>Article 19 – Leaves of Absence with Pay</b> .....	14
Section 1 – Vacation .....	14
Section 2 – Holidays .....	15
Section 3 – Personal Business.....	15
Section 4 – Sick Leave.....	15
Section 5 – Short-Term Disability .....	15
Section 6 – Long –Term Disability.....	16
Section 7 – Workers’ Compensation .....	17
Section 8 – Bereavement Leave.....	17
Section 9 – Jury Duty.....	17
<b>Article 20 – Employment Process, Vacancies</b> .....	18
Section 1 – Vacancy.....	18
Section 2 – Employee Application for Open and Posted Positions .....	18
Section 3 – New and/or Revised Classifications .....	18
Section 4 – Selection Process .....	18
Section 5 – Induction Process .....	20
Section 6 – Specific Policies.....	20
<b>Article 21 – Promotion, Moving to Lower Pay Grade Level and Interim Appointments</b> .....	20
Section 1 – Promotion.....	20
Section 2 – Moving to Lower Pay Grade Level.....	20
Section 3 – Interim Appointments .....	21

Section 4 – Trial Period for Promotion or Change in Classification Title.....	21
<b>Article 22 – Adjunct Teaching</b> .....	21
<b>Article 23 – Benefits</b> .....	21
Section 1 – Life Insurance .....	22
Section 2 – Medical Insurance.....	22
Section 3 – Dental Insurance .....	23
Section 4 – Vision Insurance .....	23
Section 5 – Employee Flexible Spending/Reimbursement Acct .....	23
Section 6 – Tax Deferred Annuities (salary reduction plan).....	24
Section 7 – Retirement.....	24
Section 8 – Direct Deposit .....	25
<b>Article 24 – Tuition Waiver</b> .....	25
<b>Article 25 – Tuition Reimbursement</b> .....	25
<b>Article 26 – Sabbatical Leave</b> .....	26
Section 1 – Sabbatical Leave .....	26
Section 2 – Sabbatical Leave Procedure (administrators).....	26
Section 3 – Sabbatical Leave Procedure (management staff).....	28
<b>Article 27 – Wages</b> .....	28
Section 1 – Computation of Members’ Salaries .....	28
Section 2 – Salary Schedule Part of the Contract .....	28
<b>Article 28 – Work Schedules</b> .....	29
<b>Article 29 – Smoking in College Facilities</b> .....	29
<b>Article 30 – Drug Free Work Environment</b> .....	29
<b>Article 31 – Annual Evaluation</b> .....	29
<b>Article 32 – Conflicts of Interest</b> .....	29
<b>Article 33 – Professional Responsibilities</b> .....	30
<b>Article 34 – Professional Development</b> .....	30
<b>Article 35 – Waiver</b> .....	30
<b>Article 36 – Separability and Savings Clause</b> .....	31
<b>Article 37 – Termination and Modification</b> .....	31
 <b>Signature Page</b> .....	 32
 <b>Appendix A – Classification and Salary Grade Schedule</b> .....	 33
 <b>Appendix B-1 – 2006-2007 Salary Schedule</b> .....	 36
<b>Appendix B-2 – 2007-2008 Salary Schedule</b> .....	37
<b>Appendix B-3 – 2008-2009 Salary Schedule</b> .....	38
 <b>Appendix C – Grievance Form</b> .....	 39
 <b>Appendix D-1 – 2006 Winter Closedown</b> .....	 40
<b>Appendix D-2 – 2007 Winter Closedown</b> .....	41
<b>Appendix D-3 – 2008 Winter Closedown</b> .....	42

## **AGREEMENT**

This Agreement is made and entered into on December 11, 2006 by and between Oakland Community College (hereinafter referred as the “College”) and Teamsters State, County, and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters Union (hereinafter referred to as the “Union”).

## **PREAMBLE**

**WHEREAS**, the Union and the College affirm their mutual interest in the development and administration of sound educational programs, consistent with community resources, for the students of Oakland Community College; and,

**WHEREAS**, the Union and the College recognize that the administration of sound educational programs is dependent in large part upon the cooperative action of the administrative/ management personnel represented by the Union and the College in full and proper execution of Employer policies; and,

**WHEREAS**, Oakland Community College is a student-centered institution which provides quality learning opportunities for individuals, communities, and organizations on an accessible, affordable basis; and,

**WHEREAS**, Oakland Community College is a dynamic, accessible, learning-centered community dedicated to excellence. This community values:

Shared responsibility, open communication, collaboration;

Personal empowerment, integrity, ethical commitment;

Diversity, global awareness, responsiveness to community needs.

## **ARTICLE 1 -- EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

**Section 1. Policy of Non-Discrimination.** Oakland Community College does not discriminate against applicants, employees or students on the basis of race, religion, color, national origin, sex, (including sexual harassment), age, height, weight, marital status, sexual orientation, veteran status, or disability in its employment practices and/or educational programs or activities. Those concerned about the above should contact the Human Resources Department at Oakland Community College, 2480 Opdyke Road, Bloomfield Hills, Michigan, 48304-2266. The Union will support the College in enhancing the diversity of the workforce.

**Section 2. Affirmative Action Policy.** All reasonable efforts shall be made to recruit employees whose ethnic and social backgrounds are representative of the community and students served by the College.

## **ARTICLE 2 -- RECOGNITION**

Section 1. Recognition and Bargaining Unit. The College hereby recognizes the Union as the exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining for all personnel employed by the College as full-time Administrative and Management staff employees, excluding Chancellor and Chancellor's Council; management staff who report directly to the Chancellor or members of the Chancellor's Council; administrative staff who report to the Chancellor; Controller; Human Resources staff; Public Safety employees; confidential employees; and all other represented bargaining unit employees.

Section 2. Project Staff (*Enterprise Employees*). Project staff shall be defined as those full-time or part-time staff which are hired by the College for a project which is expected to be temporary. Examples of such project staff shall include, but are not limited to, staff individuals hired for special contracts with business and industry/community agencies. The College's relationship with such individuals is subject to annual review and/or continuance of funding. Those full-time project staff who are employees shall be eligible to join the Bargaining Unit after three (3) consecutive years of employment with the College. In the interim, Project staff, as defined herein, shall not be subject to the terms of this Agreement.

## **ARTICLE 3 -- 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, or their dismissal or demotions, and to promote and transfer all such employees;
- 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 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 4 -- BOARD POLICIES INCORPORATED**

The College and the Union have agreed to the Board policies regarding administration except where inconsistent or excepted by the provisions of this Agreement. In the event any discipline is imposed against any employee because of an infraction of these Board policies, neither the Union nor the employee shall challenge the reasonableness of these Board policies, but shall only challenge their application through the grievance procedure provided for in this Agreement.

#### **ARTICLE 5 -- PAST OR PRESENT PROCEDURES OR PRACTICES**

Past or present procedures and practices which affect employees but which are not covered in this Agreement may be changed upon consultation with the Union and affected employees. Consultation requires that, before a decision is reached, a discussion take place, at which time the problem is explained and input of a substantive nature is invited. However, the College is not barred from previous consideration of alternative solutions or from placing relative values upon them. For purposes of clarification and/or future reference, and upon request of the Union, the appropriate administrator will provide the Union and the Chancellor's office with a statement of the practice or procedure involved, the change that is instituted, and a statement of the reasons for the change.

#### **ARTICLE 6 -- SUBCONTRACTING**

The Union recognizes the right of the College to subcontract bargaining unit work, provided however that said subcontracting will not result in the layoff of bargaining unit members from their present classifications, or result in termination or reduction of hours of current bargaining unit employees. The College will notify the Union of new subcontracts of bargaining unit work.

#### **ARTICLE 7 -- NO STRIKE – NO LOCKOUT**

The Union agrees that, during the life of this Agreement, neither the Union, its agent, nor its members will authorize, instigate, aid, condone or engage in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Any employee, group of employees or Union Steward who instigates, aids or engages in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer may be disciplined or discharged in accordance with Article 15, Discipline and Discharge.

#### **ARTICLE 8 -- UNION SECURITY**

Section 1. Equal Representation. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally in the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the union.

Section 2. Dues/Representation Fee. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, either Union dues or a representation fee equal to the amount of money paid by employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues, and assessment, if any. For present regular employees, such payment shall commence thirty-one (31) days following the effective date of the Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 3. Condition of Employment. An employee who fails to comply with this Article and who has been contacted by the Union by letter about such non-compliance, shall be discharged by the Employer within fifteen (15) working days of notice by the Union. The parties expressly recognize that the failure of an employee to comply with the provisions of this Article shall constitute reasonable and just cause for termination.

## **ARTICLE 9 -- PROFESSIONAL DUES OR FEES**

Section 1. Check-Off. The Employer agrees to deduct from the pay of each employee from whom it receives a signed authorization to do so, all Union dues, representation fees, and/or initiation fees and assessments, if any. The parties further agree that all such deductions will be designated only as "Union Dues" on the employees' pay advice.

Dues, representation fees, assessments, and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of deducting such Union dues, representation fees, assessments and/or initiation fees. The Employer agrees to provide this check-off service without charge to the Union.

Such deductions are to be deducted from the first payroll of the month, and shall be remitted to the Secretary-Treasurer not later than the tenth (10) day of the following month. All dues, representation fees, initiation fees and assessments, if any, so deducted will be forwarded to Teamsters Local 214.

Section 2. Hold Harmless. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues, representation fees, assessments and/or initiation fees. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union assumes full responsibility for the deductions so made, once they have been sent to the Union.

Section 3. New Hires or Transfers into Bargaining Unit. The Employer agrees to notify the Union in writing of the names of any newly hired, transfers into the bargaining unit, or recently terminated employees within ten (10) work days after the Employer hires or terminates any employee covered under this Agreement.

## **ARTICLE 10 -- UNION REPRESENTATION**

**Section 1. Stewards.** There shall be one (1) Steward and one (1) Alternate Steward in each representation area as defined below who shall represent any or all employees working in that representational area and a Chief Steward who may represent any or all employees of Oakland Community College covered by this Agreement.

- A. Orchard Ridge Campus (Farmington Hills)
- B. Highland Lakes Campus (Waterford)
- C. Auburn Hills Campus (Auburn Hills)
- D. Royal Oak Campus (Royal Oak), Southfield Campus (Southfield)
- E. District Office Sites

**Section 2. Alternate Stewards.** An Alternate Steward acting in the capacity of a Steward has the same authority as a Steward. An Alternate Steward may exercise the functions of a Steward under this Agreement only if the Steward is absent.

**Section 3. Union Notification.** The Union shall keep the Employer's Human Resources Department advised at all times in writing of the names of all Stewards and Alternate Stewards. Should the need arise to change the areas of representation for Stewards, the Union shall notify the Employer's Human Resources Department in writing of the names of the Stewards, Alternate Stewards, and the areas of representation.

**Section 4.** Employees shall have an opportunity to meet with, or request the services of their Steward, or Alternate Steward in the event that the regular Steward is not available, as is necessary for the investigation and adjustment of grievances provided it does not interfere substantially with the employee's work responsibilities and the Steward's or Alternate Steward's work responsibilities.

**Section 5.** Stewards shall have the reasonable opportunity to conduct Union business including presenting of grievances without loss of pay.

**Section 6. Bargaining Committee.** The Employer hereby agrees to recognize a Bargaining Committee composed of four (4) employee representatives from the bargaining unit, including the Chief Steward. This Committee shall act in a representative capacity for the purpose of meeting with Employer representatives to negotiate new and modified agreements. The Employer will authorize said Bargaining Committee members to attend negotiation sessions that occur during their regular work hours without loss of pay.

**Section 7. Negotiation Representatives.** In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.

## **ARTICLE 11 -- EMPLOYEE AND UNION RIGHTS**

**Section 1. Public Employment Relations Act.** Employees and the Union as the exclusive bargaining representative of the employees, shall have and enjoy all 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 the terms of this Agreement.

**Section 2. No Other Agreement.** The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union as the sole and exclusive bargaining agent for employees as set forth herein.

**Section 3. Use of Facilities.** The Union and its members shall have the right to use College building facilities for business meetings when such facilities are not otherwise in use, if scheduled through the College as per current procedure.

**Section 4. Use of Equipment.** Stewards and/or Alternate Stewards shall have the right to utilize the College's e-mail system, fax machines, copy machines, and telephone for the purpose of appropriate Union notification and communication.

**Section 5. Mailing.** The Union shall be given access to bargaining unit members' mailboxes for the distribution of informational material and the Union and its members shall be permitted to use assigned bulletin boards to post notices of its activities and matters of Union concern provided that all mailings and postings are identified with the author's or organization's name.

**Section 6. Information.** The Employer agrees to provide the Union upon written request, available financial statements, adopted budgets, minutes of Board of Trustees' meetings, and such other information as the Union may reasonably require in order to carry out its bargaining representative functions. The Employer additionally agrees to provide the Union with the names and addresses of all new bargaining unit members. Information requested by the Union shall be furnished by the Employer as soon as practicable.

**Section 7. Application of Agreement.** The provisions of this Agreement shall be applied in a manner which is not capricious or discriminatory and be in conformance and compliance with federal and state civil and human rights statutes.

**Section 8. Personnel Files.** There shall be only one (1) official personnel file maintained by the Employer for each employee in the bargaining unit. The Employer shall keep each bargaining unit employee's benefits file separate from the employee's personnel file. The employee shall be notified of material placed in his/her personnel file by the Employer. Upon request, an appointment will be made within a reasonable period of time for an employee to review his/her entire contents of both personnel and benefits files with the exception of letters of reference for employment.

**Section 9. Outside Agreements.** The employer shall not enter into any other agreements with employees in the bargaining unit, individually or collectively, which, in any way, conflict with the provisions hereof

## ARTICLE 12 -- SENIORITY

### Section 1. Definitions.

- A. Collegewide 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 from the last date of hire in his/her classification, including any previously frozen seniority in the same classification.

Employees who are hired on the same date shall be placed on the seniority list by draw.

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 sabbatical leave, Family and Medical Leave Act (FMLA) leave or involuntary military service.

Section 2. Seniority When Outside the Bargaining Unit. Bargaining Unit employees who accept a non-bargaining unit position within the College shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority while working in a non-bargaining unit position.

Section 3. 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. An up-to-date seniority list shall be prepared by the Employer and presented to the Union on January 1<sup>st</sup> and July 1<sup>st</sup> of each year. The seniority list will show, by job classification, in order of most senior to least senior the name, campus/site location, pay grade level and seniority date.

Section 4. 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 or telegram to his/her last known address within ten (10) working days.
- D. The employee does not show up for work 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) years.
- F. The employee has been on layoff status for five (5) years.

### **ARTICLE 13 -- 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.

### **ARTICLE 14 -- GRIEVANCE PROCEDURE**

Upon initiating a grievance, it is the Union's responsibility to pursue it through each step of the procedure within the time limits specified. Failure to do so will result in forfeiture of the right to pursue the grievance through the procedure. Time limits may be extended by mutual written consent. A grievance is an alleged violation, misapplication or misinterpretation of this Agreement. A grievance must specify the provision(s) of the Agreement upon which the grievant(s) is relying. This grievance procedure is not intended as a substitute for normal problem solving between the employee and his/her immediate supervisor.

**Section 1. Step I – Supervisory** An employee who has a grievance should make every effort to discuss the problem informally and orally with his/her immediate supervisor, who will make every effort to reach a satisfactory solution to the problem. Most problems are solved at this level. The grievance must be presented to the Supervisor within fifteen (15) working days of its occurrence. It is the responsibility of the Supervisor to act on the problem and respond to the employee orally within five (5) working days after receiving the grievance. However, if the employee is not satisfied with the decision of the Supervisor, he/she may proceed to the next step.

A grievance may not be adjusted by an employee's immediate supervisor if that supervisor is a member of the bargaining unit. If the employee's supervisor is a member of the bargaining unit, the grieving employee must discuss the problem with the supervisor, but the supervisor must refer the employee to the next level supervisor.

**Section 2. Step II – Campus President/Executive Director/Vice Chancellor/Chief Information Officer** Within five (5) working days after Step I is completed, it is the Union's responsibility to reduce the grievance to writing on the grievance form provided by the employer (see Appendix C). The Union must present the grievance to the appropriate Campus President, Executive Director, Vice Chancellor, or Chief Information Officer and send one copy to the Human Resources Office. After the appropriate Campus President, Executive Director, Vice Chancellor, or Chief Information Officer has received the written grievance; he/she shall schedule a meeting with the grievant and his/her Steward. He/she has ten (10) working days to investigate the facts, make a decision, and report his/her response in writing to the grievant. The appropriate Campus President, Executive Director, Vice Chancellor, or Chief Information Officer will keep one copy of this written decision for his/her records, send one copy to the Business Agent, and send one copy to the Human Resources Office.

If the Union is not satisfied with the outcome of the grievance at this step, the Union has the right to pursue the matter further to Step III of the Grievance Procedure.

**Section 3. Step III – Chancellor** Within five (5) working days of the completion of Step II, the Union shall present the written complaint to the Chancellor or his/her designee. The Chancellor or his/her designee will meet with the grievant, the Chief Steward, one (1) Area Steward, and the Business Agent and review all aspects of the grievance with the Union and discuss the situation with the appropriate Campus President, Executive Director, Vice Chancellor, or Chief Information Officer. The Chancellor or his/her designee will then reduce his/her decision to writing and provide the decision to the Business Agent within twenty (20) working days after the date of the hearing.

**Section 4. Step IV - Binding Arbitration** Within forty-five (45) working days after the completion of Step III, the Union must request arbitration, in writing, to the Chief Human Resources Officer. The Arbitrator shall be selected from the American Arbitration Association under, and in accordance with, the rules thereof. The notice shall request the Arbitrator to determine a hearing date. If the Arbitrator declines the appointment, another Arbitrator shall be selected in the same manner as described above.

The Union and the College may be represented by counsel at the hearing. Each party shall bear the cost of his/her own counsel and the parties shall split costs of the Arbitrator.

The Arbitrator shall apply the substantive law of Michigan, federal law, or both, as applicable to the claim(s) asserted. Pre-hearing discovery may be permitted by the Arbitrator. During the hearing the Arbitrator shall generally apply the federal rules of evidence; however, she/he shall be the judge of the relevancy and materiality of the evidence offered.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. However, if the party who has not arranged for a court reporter desires a transcript, that party must split the expenses of the court reporter/transcripts. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

The Arbitrator shall render an award and opinion no later than thirty (30) calendar days after the close of the hearing or receipt by the Arbitrator of post-hearing briefs, whichever is later, in the form typically rendered in labor arbitration. The Arbitrator shall not have the power to modify, amend, add to, or subtract from this Agreement. Further, with respect to damages or remedies in a suspension or discharge grievance, the Arbitrator's award of any damages and relief to any party shall be limited to the following: back pay (including lost benefits) less interim earnings, unemployment, retirement, disability and other benefits, and severance payments received by or to be received by a party; any other out-of-pocket expense; documented economic damages; and reinstatement to the same or a substantially equivalent position with the College. The decision of the Arbitrator shall be final and binding on the parties.

**Section 5. Expedited Grievance.** In the case of discharge, the Grievance Process will start at Step III – Chancellor/Designee level.

**Section 6. Definition of Days.** For purposes of this Article, working days shall include Monday through Friday, excluding Saturdays, Sundays, holidays, and College recess days.

## **ARTICLE 15 -- DISCIPLINARY PROCEDURES/DISCHARGE**

Breaches of performance and professional conduct are subject to disciplinary procedures. Such breaches include but are not limited to abuses of sick leave and other leaves, deficiencies in professional 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.

Bargaining Unit members will not be disciplined or discharged without just cause.

In imposing any sanction on a current charge, the Employer will not take into account any prior infractions that occurred more than three (3) years previous to the date of the occurrence of the event on which the current charge is based.

## **ARTICLE 16 -- STAFF REDUCTION (LAYOFF)**

Section 1. Layoff shall be defined as a reduction in the size of the work force due to the lack of work or funding reductions within the College.

Section 2. Order of Layoff. Layoff shall be by classification title. When it becomes necessary to layoff bargaining unit employees, employees in the affected classification title will be laid off in the following order.

- A. Volunteers from within the bargaining unit.
- B. Contractual employees performing bargaining unit work.
- C. Temporary employees performing bargaining unit work.
- D. Part-time employees performing bargaining unit work.
- E. Interim employees will be returned to their regular classifications.
- F. Probationary employees.
- G. Full-time employees in order of bargaining unit seniority with the least senior bargaining unit employees laid off first on a collegewide basis, provided always that the remaining employees shall be qualified and have the ability to perform the work of the laid off employees with thirty (30) working days orientation. Layoff within the classification titles of Dean shall be by classification seniority.

Section 3. Notice. In the event of a layoff the College will provide notice of the layoff to the Union and hold a conference within ten (10) working days prior to the notice being provided to the affected bargaining unit employees.

The Employer shall provide the employee holding the position affected by such layoff with written notice of the layoff and their bumping options at least ten (10) working days prior to the effective date of the layoff.

Section 4. Bumping/Transfers in Lieu of Layoff. Employees receiving notice of layoff may request to bump or transfer to another position at the same pay grade level, or any lower pay grade level, provided that they have more seniority as defined in Section 2 above, than the person holding the position. Employees choosing to exercise their bumping rights shall provide written notice to Human Resources of their intent to bump within five (5) working days of the notice of layoff. Employees exercising bumping and/or transfer rights in accordance with this Section must meet the minimum requirements for the job and be capable of performing the duties with an orientation of no more than thirty (30) working days.

Employees shall exercise their bumping and/or transfer rights in the following order:

- A. Transfer to vacancies at the same pay grade level.
- B. Bump a less senior bargaining unit employee at the same pay grade level.
- C. Transfers to vacancies at any lower pay grade level.
- D. Bump a less senior bargaining unit employee at any lower pay grade level.
- E. Employees may claim vacancies or exercise bumping/transfer rights until they have exhausted all pay grade levels equal to, or lower than their present position.
- F. Bargaining unit members who are bumped may exercise bumping/transfer rights pursuant to A through E above.

Section 5. Displaced Employees. After all bumping has occurred, the Employer agrees to give the least senior employees in the affected classification titles who will actually be laid off a thirty (30) calendar day written notice of layoff prior to the effective date of the layoff.

Section 6. Individuals may choose not to exercise bumping rights and accept a layoff. The Employer agrees it will not contest unemployment compensation benefits in such cases where no vacancy exists for which this individual is qualified.

Section 7. In the event of a layoff, the College shall continue to pay premiums subject to applicable cost sharing for insurances in which the employee is enrolled for the month in which the layoff occurred and two (2) full months following the layoff.

Section 8. Volunteers. Employees who volunteer for layoff under this Article shall be subject to all the rights and benefits afforded other laid off employees in Section 7 above and Article 17 (Recall).

## **ARTICLE 17 -- RECALL AND REINSTATEMENT**

**Section 1. Former Position.** An employee on layoff status due to his/her position or work being eliminated as defined in Article 16 (Staff Reduction/Layoff) shall be recalled to the former position when that position is reinstated or when a position involving substantially the same duties and responsibilities is formed and for which he/she is qualified, provided that such recall is within five (5) years of the layoff.

**Section 2. Resignation.** In the event a laid off employee declines reinstatement or recall from layoff, the employee shall be deemed to have voluntarily resigned or quit his/her employment, and the Employer's employment obligation to such laid off employee shall cease. However, once reinstated in that position or a position at the same pay grade level, the employee's right to request transfer to available positions shall be honored.

Employees on layoff shall notify the Human Resources Department of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. In the event that a laid off employee finds other gainful employment and would not accept recall, said employee shall notify the Human Resources Department and their name shall be withdrawn from the roster.

**Section 3. Notices of Vacancies.** Announcement of available vacant positions shall be made to employees affected by layoff or bumping and to the Union using the following procedure:

All employees shall be notified by a posting in the Human Resources Department and at designated locations on each College site.

The Chief Steward shall be notified through the campus mail or e-mail.

Laid off employees shall be notified by certified mail, return receipt, at their last known address.

**Section 4. Notice of Recall.** Notice of recall shall be made to eligible employees and to the Union using the following procedure:

Laid off employees shall be notified by certified mail, return receipt, at their last known address.

Employees who bumped to another position or who have been transferred shall be notified by both campus mail delivery and certified/receipted mail at their last known address.

**Section 5. Recall.** Recall shall be by inverse order of layoff in the affected classification. All non-probationary employees shall have the right to recall for the lesser of a period of time equal to the employee's accumulated seniority or five (5) years following the effective date of layoff. No new appointment to the bargaining unit will be made during these reinstatement periods until all laid off employees have had an opportunity to apply for any newly created positions. Employees notified under this Article will have ten (10) working days from the date of receipt of notice to request transfer or appointment, through the Human Resources Department, to available positions for which they are qualified.

Section 6. Rights Upon Recall. Recalled employees will return to employment on a date specified by the Employer without loss of previously frozen seniority, accumulated leave and other benefits accrued prior to layoff. No laid off employee shall gain such benefits during the layoff period unless otherwise provided in this Agreement. In the event that an employee is unable to return to work due to illness or other emergency, his/her recall shall be extended up to an additional thirty (30) days.

Any employee who has lost his/her position as a result of bumping shall be given preference, if qualified, for his/her previous position, if it becomes available within five (5) years.

Section 7. Seniority. The seniority of a laid off employee who has been recalled shall consist of the employee's seniority at the time of layoff, plus all seniority accumulated after the date of recall or reinstatement.

## **ARTICLE 18 -- LEAVES OF ABSENCE WITHOUT PAY**

Section 1. Family and Medical Leave. 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.

Section 2. Military Leave. A Military Leave of Absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will receive partial pay for training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by OCC for a period not to exceed 30 days.

Vacation, sick leave, and holiday benefits will continue to accrue during a Military Leave of Absence up to 30 days.

Employees on two-week duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable State and Federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

Section 3. Other Leaves. All other unpaid leaves of absence are at the sole discretion of the College.

## ARTICLE 19 -- LEAVES OF ABSENCE WITH PAY

### Section 1. Vacation.

- A. Administrative Staff Full-time administrative staff shall accrue annual vacation allowances at the rate of two (2) days per month up to a total of twenty-four (24) days per year.
- B. Management Staff Full-time management staff shall accrue annual vacation allowances at the following rates:

<u>Period of Employment</u>	<u>Vacation Allowance</u>
0 through 12 months	One day per month, not to exceed ten (10) days
12 months through 60 months	One and a half (1-1/2) days per month to a maximum of eighteen (18) days
61st month and above	Two (2) days per month to a maximum of twenty-four (24) days

- C. Termination. In the event that employment is terminated, either voluntarily or involuntarily, the Administrative and Management staff shall receive compensation in cash at their annual salary rates for any accrued and unused vacation days to a maximum of twenty-four (24) days. Any additional vacation days which the Administrative or Management staff may have accrued beyond the twenty-four (24) days must be taken between the date of notification of termination and the date upon which the termination becomes effective. If it is impossible for any reason to take or use all of said vacation days, unused days shall be forfeited.

In the event that employment is terminated, either voluntarily or involuntarily, and the Administrative and Management staff have used vacation days in excess of those earned, the overpayment shall be deducted from their salary checks at their current contractual salary rates.

- D. Death. In the event that administrative or management staff of the College should die while actively employed, the College shall compensate the estate in an amount equal to the number of earned vacation days in the deceased's accumulated bank at the time of death.
- E. Computation. The date of initial employment or hire with the College shall be used for computation purposes. Vacation accrued but not taken may be carried forward to the next contract period to a maximum of forty-eight (48) days.

Section 2. Holidays. Administrative and Management staff shall be granted holiday time off on the holidays listed below:

New Year's Day  
Martin Luther King, Jr., Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
Any other holidays approved by the Board of Trustees.

Whenever any of these holidays fall on the sixth and/or seventh day of the employees' regular work week, and state authorities transfer its observance to another day, that day shall then be considered the holiday.

Section 3. Personal Business. Paid personal business leave shall be available to the employee at the rate of three (3) days per year. Personal business leave shall, in most instances, be requested of the immediate supervisor in advance of the requested day of leave. The advance request time may vary depending upon the reason(s) for the personal business leave. Personal business leave not requested in advance may be denied at the discretion of the supervisor and result in loss of pay for the day. Personal business leave is not cumulative, but is available on a year to year basis. An employee will not receive pay for unused personal business leave.

Section 4. Sick Leave. Administrative and Management staff of the College earn sick leave as follows:

Paid sick leave shall be available to Administrative and Management staff at a rate of one (1) day per month when the employee is on the College's active payroll. There is no sick leave or vacation accrual for unpaid leaves, workers' compensation leaves, or short-term disability/long-term disability leaves. There is no limit to sick leave accumulation. In the event of a sustained illness or injury, an employee may utilize his/her bank of sick leave for the extent of the illness (if the employee's bank has sufficient number of sick days) or the employee may opt to initiate short-term disability benefits (see Benefits) at the fifteenth (15<sup>th</sup>) consecutive calendar day of illness or injury. Should the absence due to illness or injury extend beyond a period of ninety (90) calendar days, said employee may opt to initiate long-term disability (see Benefits) at the ninety-first (91<sup>st</sup>) consecutive calendar day of illness or injury. An employee absent three (3) or more consecutive working days because of illness or injury, may be required to provide a physician's certificate substantiating their absence and authorizing the employee to return to work prior to return. An employee will not be paid for unused sick leave.

Section 5. Short-Term Disability. Weekly benefits are provided subject to proof of loss requirements, payable to insured when employee is disabled due to illness or injury.

Weekly benefit applies on the date the period of disability begins. However, the benefit is payable for the period the disability continues after the elimination period of fourteen (14)

calendar days. Accumulated sick days, if any, will be used to satisfy the fourteen (14) calendar day elimination period for short-term disability benefits. The benefit will not be payable for longer than the maximum duration of thirteen (13) weeks for one (1) continuous period of disability whether from one (1) or more causes.

Notification of intent to file for STD must be received in the Human Resources Department (verbal or in writing) within ten (10) working days of the employee's first day off work, except in the case of an emergency.

Benefits are payable only while under continuous care of a licensed physician. The College reserves the right to designate a licensed physician in order to conduct an independent medical exam.

Sick and vacation days do not accrue while on short-term disability.

Employee Options:

	<u>Core</u>	<u>Option 1</u>	<u>Option II</u>
Base Salary per Week	60%	65%	70%
		\$24 Cost	\$48 Cost

Section 6. Long-Term Disability. Long-term disability (LTD) benefits provide income if a bargaining unit member is unable to work for a prolonged period. Monthly income benefits are paid when totally or permanently disabled because of illness or injury. Upon recovery, payments stop.

If a bargaining unit member becomes disabled and is eligible for benefits, he or she will continue to receive health, dental, vision and life insurance coverage for a period not to exceed two (2) years or the duration of LTD payments, whichever is less. After two (2) years on LTD, the College may post and fill the position, at which time the employee's employment will be terminated.

The monthly benefit is seventy percent (70%) of base monthly earnings at the date of disability subject to carrier maximum (current benefit maximum is eight thousand dollars [\$8,000] per month). Benefits begin after a qualifying period which is the greater of ninety (90) days or the applicable period of paid leave. Accumulated sick days may be used to satisfy the ninety (90) day elimination period for long-term disability benefits. Benefits continue throughout the period of disability pending required proof of disability from your physician. The duration of benefits is as follows:

<u>Age at Disability</u>	<u>Benefit Duration</u>
Under age 60	to age 65 but not less than 5 years
60-64	5 years
65-69	to age 70 but not less than 1 year
70 and over	1 year

The College reserves the right to designate a licensed physician in order to conduct an independent medical exam.

A survivor's benefit is paid to spouse or children under age twenty-five (25) when proof is received that the insured died while receiving benefits and if disability had continued for one hundred-eighty (180) consecutive days. The benefit will be an amount equal to three (3) times the insured's gross monthly benefit.

LTD benefits are coordinated with other benefits such as social security, workers' compensation and the MPSERS pension benefits.

Sick and vacation days do not accrue while on long-term disability.

Section 7. Workers' Compensation. Workers' compensation will be provided as required by the Michigan Workers' Compensation Act. Sick and vacation time shall not accrue during a workers' compensation leave.

Health insurance program (medical, dental, vision) shall be paid for each employee and their family, on workers' compensation up to a maximum of two (2) years from the date the employee began receiving workers' disability compensation payments. After two (2) years on workers' compensation, the College may post and fill the position, at which time the employee's employment will be terminated.

Section 8. Bereavement Leave. Administrative and Management staff who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Paid bereavement leave for a period of three (3) days with pay shall be available to the employee in the case of death of any member of the employee's or spouse's immediate family. 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.

The College defines "immediate family" as the employee's spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, or any relative living in the employee's immediate household. In special circumstances, Bereavement Leave may be extended to the employee in the case of death to significant others who have either lived with the employee for a period of years or who have provided an in loco parentis relationship over the years.

Section 9. Jury Duty. Jury duty leave shall be available to the employee who is summoned as a juror or subpoenaed as a witness in any judicial proceeding not of his/her own initiative. The term of the leave shall be the length of the judicial proceedings if the employee serves as a juror, or the time spent testifying if the employee is called as a witness. An employee so summoned shall endorse to the College any warrant or voucher issued for services as such juror or witness, less travel allowance. Employees summoned as jurors shall advise their supervisors as far in advance as possible as to the service dates and provide a copy of the court documents ordering their appearance. In proceedings wherein the employee is released prior to 12 noon, the employee is expected to return to work.

## **ARTICLE 20 -- EMPLOYMENT PROCESS, VACANCIES**

Section 1. Vacancy. A vacancy exists due to one of the following reasons providing the filling of the position has been approved by the Employer:

- A. Termination
- B. Retirement
- C. Leave of absence in excess of six (6) months.
- D. A new position is created.
- E. Transfer to another position.
- F. Death

Section 2. Employee Application for Open and Posted Positions. All bargaining unit employees of Oakland Community College may apply for any position that is open and posted for application. Normal institutional employment procedures shall be followed. Accumulated sick leave, College seniority (for purposes of benefits) and other earned benefits shall remain with the individual as long as he/she is continuously employed by the College.

Section 3. New and/or Revised Classifications. When a new job is placed in the Unit or when there is a revision of any existing classification, the Employer will establish a classification, a job description, including illustrative tasks and minimum qualifications, and a rate structure to apply. Upon the establishment of any such classification and rate structure or revision of a job description, the Employer shall notify the union in writing and will provide the Union with a copy of the job description and pay rate. The Union shall have fourteen (14) calendar days to object to assigned pay level. If the Union disagrees with the established pay level the matter will be subject to negotiations.

The Employer agrees that the establishment of revised position descriptions shall not be used to disqualify incumbents from their current positions. When positions with incumbents are revised, the Employer agrees to provide training, if necessary. The Employer shall bear the cost of retraining and shall compensate the employee for time spent in training. Disputes shall be positioned at Step 2 of the grievance procedure.

Section 4. Selection Process.

A. Advertising Staff Positions and Recruitment of Candidates:

1. The Employer shall determine if and when a vacancy will be filled. The Employer shall notify the Union if a vacancy is not to be filled and how the remaining work is to be accomplished.
2. Prior to advertising any new bargaining unit position, the job description and pay grade level for the vacant position shall be reviewed and/or developed by the College.

3. Whenever a vacancy shall occur in the Administrative and Management bargaining unit that the Employer intends to fill, the Employer shall prepare, publish, distribute and post the vacancy in the Human Resources Department and other appropriate campus locations.
4. No vacancy shall be filled, except on a temporary basis, until such vacancy has been advertised for at least ten (10) working days. Vacancies shall not be filled on a temporary basis for longer than six (6) months, unless the Employer has not received any applications from members of the bargaining unit who are qualified to fill the vacancy.
5. All bargaining unit positions will be filled, when possible, from qualified candidates within the bargaining unit. If qualifications and ability to do the job are equal among bargaining unit candidates, preference will be given to bargaining unit members with the most bargaining unit seniority.
6. All open bargaining unit positions shall be open and advertised internally to Administrative and Management staff within the bargaining unit first. Should no bargaining unit member apply, or if none of the bargaining unit applicants is qualified, then the position will be opened to other members of the College community or the external community.
7. Transfers When an operation transfers or divisions or fractions thereof are transferred, from one site to another for a period of more than seven (7) regularly scheduled working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. When a transfer occurs in accordance with this Section, the employee involved shall have at least five (5) regularly scheduled working days notice.

When a vacancy occurs at another site, a bargaining unit employee currently holding the same classification, upon application, shall be granted the transfer.

B. Interview and Selection of Candidates The Chief Human Resources Officer shall have custody of all candidate's credentials and shall be responsible for the distribution of credentials and other appropriate information to the interviewing committee.

1. When any bargaining unit vacancy is posted an interviewing committee will be formed in accordance with the Administrative Management hiring procedures.
2. The committee shall submit the names of at least three (3) candidates to the appropriate College officer or designee, through the appropriate administrative process, unless there are fewer than three (3) qualified candidates for the position. The committee must take into consideration the contract rights of bargaining unit members when making its recommendation. The appropriate College officer or designee shall have the authority to recommend one of the top three (3) candidates to the vacant position, subject to the right of any bargaining unit member who is not selected to file a grievance under this Agreement.

Section 5. Induction Process.

- A. All interviewed applicants from within the College will be notified by the Department of Human Resources or their immediate supervisor concerning the decision relating his/her application following Board approval of the successful applicant. All other applicants shall be notified by Human Resources that a final decision has been made.
- B. The Department of Human Resources shall be responsible for setting up a meeting with the new employee to discuss payroll and fringe benefits, and to provide copies of the Union contract and employee manuals. The Union will be permitted an opportunity to discuss Union privileges and benefits with any new employee at a meeting arranged by the Union.
- C. Any individual assuming a vacant bargaining unit position shall make application for Union membership or representation within thirty (30) calendar days.

Section 6. Specific Policies.

- A. A Faculty member may be appointed to an Administrative/Management position by normal employment procedures in accordance with this Agreement. Placement on the Administrative Management salary scale shall be in accordance with the terms and provisions of this Agreement.
- B. An Administrator or Manager may be appointed to a Faculty position by normal employment procedures and pursuant to the collective bargaining agreement between the Employer and Faculty. Placement on the Faculty salary scale shall be in accordance with the terms and provisions of the collective bargaining agreement between the Employer and Faculty.
- C. No decrease in salary, seniority or fringe benefits will result from a lateral transfer within the bargaining unit in the same pay grade level.
- D. Changes in salary and fringe benefits resulting from changes in assignment shall begin on the effective date of the new assignment.

**ARTICLE 21 -- PROMOTION, MOVING TO LOWER PAY GRADE LEVEL,  
AND INTERIM APPOINTMENTS**

Section 1. Promotion. When a member is promoted to a higher pay grade level he/she shall be placed on a step in the new level, which is at least ten percent (10%) higher than his/her current base pay.

Section 2. Moving to Lower Pay Grade Level. When a member applies for and is selected for a position in a lower pay grade level he/she shall be placed on the same step in the lower level that he/she is on in his/her current level.

Section 3. Interim Appointments. An interim assignment is a temporary assignment wherein an incumbent assumes, on a temporary basis, a position/title within a higher pay grade level than the incumbent's existing position/title. Such an assignment for less than thirty (30) calendar days will not have a salary adjustment. When an interim assignment is for more than thirty (30) calendar days the member shall be paid at the step in the higher pay grade level which is at least ten percent (10%) higher than his/her current base pay, retroactive to the first (1<sup>st</sup>) day of the interim assignment. Interim assignments normally shall not exceed six (6) months unless agreed to by the College and the Union.

Section 4. Trial Period for Promotion or Change in Classification Title. Employees promoted (changed in pay grade) or transferred with a change in classification title, shall serve a trial period of one-hundred eighty (180) calendar days. All absences (paid and unpaid) shall extend the trial period accordingly.

During the trial period the promoted or changed in classification title employee shall have thirty (30) calendar days to voluntarily return to his/her former position without loss of seniority or pay.

During the trial period, the Employer may return the employee to his/her former position, at the College's discretion, without loss of seniority or pay.

## **ARTICLE 22 -- ADJUNCT TEACHING**

Full-time Administrative and Management Staff may teach part-time at the College provided they meet the required minimum qualifications as identified in the Faculty Master Agreement. Full-time employees who wish to teach part-time at the College must have the approval of the appropriate Faculty Department and the Human Resources Department. Part-time teaching by full-time College employees is limited by the provisions of the Faculty Master Agreement to eight (8) credit hours in the fall and winter (each semester), and four (4) credit hours in the spring and summer (each semester), or fifteen (15) hours a week, on a prorated combination of credit hours and non-teaching hours.

Compensation for part-time teaching by full-time College Administrative and Management Staff shall be at the pay rates in the Faculty Master Agreement which equates to 10/12ths of the bargaining unit member's annual salary times the number of students in class times the number of student credit hours taught (SCH) or the highest adjunct faculty institutional credit hour (ICH) rate whichever is greater.

## **ARTICLE 23 -- BENEFITS**

All insurance coverage shall be in accordance with the provisions and requirements of the group policies and shall not be subject to the grievance procedure. A bargaining unit member or spouse cannot be enrolled in any OCC benefit both as 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.

Section 1. Life Insurance:

- A) Term Life. Term life insurance is effective the first day of the second full month following date of hire. The benefit will be paid to the bargaining unit 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
OPT I	\$ 50,000	0	\$48
OPT II	\$ 25,000	0	\$96

Bargaining unit members who elect either OPT I or OPT II will be subject to evidence of insurability should they elect the CORE benefit at a later date.

- B) Additional Optional Term Life. Optional term life insurance is available in an amount up to one hundred twenty thousand dollars (\$120,000) at the bargaining unit member's expense through payroll deduction at rates established for the bargaining unit 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 sixty-five (65) according to the following table:

<u>Age</u>	<u>Percent of Age 64 Benefit</u>
65-69	100%
70-74	65%
75-79	45%
80-84	30%
85-89	20%
90 and older	15%

Employees shall have the right to convert their group term life insurance to Ordinary Life Coverage at their expense within thirty-one (31) days following termination or retirement.

Section 2. Medical Insurance. Medical insurance is effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full month following date of hire for bargaining unit members and their eligible dependents.

<u>Options</u>	<u>Cost to Employee</u>	<u>Cash Refund</u>
<b>PPOM</b>	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	

<b>PPOM Option I</b>	0	\$600
Deductible	0	
Office Visit	\$15	
Prescription co-pay	30%	
<b>HMOs – HAP, M-Care</b>	10% of premium	0
Deductible	0	
Office Visit	\$10	
Prescription co-pay	\$5/\$10	
<b>Opt Out</b>	0	\$1,000

Written proof of insurance coverage elsewhere is required for Opt Out.

Section 3. Dental Insurance. Dental care insurance is effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full month following date of hire for bargaining unit members and their eligible dependents.

<u>Options</u>	<u>Annual Benefit</u>	<u>Cost Sharing</u>	<u>Ortho Life Benefit</u>	<u>Cost Sharing</u>	<u>Annual Cost to Employee</u>	<u>Cash Refund</u>
CORE	\$800	80/20%	\$2,000	60/40%	0	0
OPT. I	\$800	80/20%	\$3,000	60/40%	\$48	0
OPT. II	\$1,000	90/10%	\$2,000	60/40%	\$96	0
Opt Out					0	\$150

Section 4. Vision Insurance. Vision care insurance is effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full month following date of hire for bargaining unit members and their eligible dependents.

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

Section 5. Employee Flexible Spending/Reimbursement Account. Employee Flexible Spending/Reimbursement Accounts may be established effective the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full month following the date of hire, subject to open enrollment periods. A bargaining unit 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.

Section 6. Tax Deferred Annuities (Salary Reduction Plan). Employees may reduce their salary for contribution in accordance with the Internal Revenue Code. Employees may not enroll with more than two (2) vendors at a time.

Section 7. Retirement:

A. Michigan Public School Employees Retirement Fund Paid in full by the College, exclusive of MIP payment benefits and eligibility as provided by law.

B. Optional Retirement Plan

PLAN PROVIDER: Teachers Insurance and Annuity Association  
College Retirement Equities Fund (TIAA-CREF)

RATING: A++ (Superior)

EFFECTIVE DATE: July 1, 1997

90-DAY WINDOW: April 1, 1997 through June 30, 1997

ELIGIBILITY: Full Time Faculty, Supervisors and Managers

CONTRIBUTIONS: Employer: 11% Employee: 4%

Employee's contribution rate shall be equal to the MIP contribution rate:

First \$5,000 of salary	3.0% of gross wages
\$5,001 through \$15,000	3.6% of gross wages
\$Over \$15,000	4.3% of gross wages

VESTING: Full/Immediate

SELECTION OF ACCOUNTS: Seven account choices selectable by the Employee.

WITHDRAWAL RULES: Cash or annuity - 100% at age 55 or older

TRANSPORTABILITY: Nation-wide

HEALTH, DENTAL, VISION: None

Section 8. Direct Deposit. Direct Deposit of employees' paychecks into their account at their financial institution is required for all Administrative and Management staff. Employees' paychecks are posted to their account at the beginning of each payday. Complete earning statement listing gross pay, deductions, and net amount deposited into employee's account is mailed to employee's home every payday.

#### **ARTICLE 24 -- TUITION WAIVER**

All full time Administrative and Management staff of the College may attend classes at the College which are offered at hours outside of their assigned responsibilities without the payment of tuition by the employee. In addition, the spouse and dependent children residing with the full-time employee are eligible for a similar tuition grant. Tuition grants for employees are limited to eight (8) credit hours in the fall and winter semesters and a total of eight (8) credit hours in the summer I and summer II sessions.

#### **ARTICLE 25 -- TUITION REIMBURSEMENT**

The College shall appropriate twenty five thousand dollars (\$25,000) dollars each year in its operating budget to be used to pay bargaining unit members' tuition for course work which satisfies all of the following conditions:

- A. Course work or a program of study must be pertinent to the needs of the College and/or duties of the employee. The course work or program of study must be taken at an accredited institution of higher education. The course work must provide the employee with additional areas of competence. Employees have the option to receive prior approval of course work by completing the Tuition Reimbursement Application and submitting it to the Dean/Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
- B. All course work applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. Courses may be authorized during normal working hours if authorized in writing by supervisor and appropriate member of Chancellor's Cabinet.
- C. Reimbursement is for tuition and fees but does not include reimbursement for books, or any other related expenses.
- D. The tuition reimbursement period will be for the academic year (September 1 to August 31).
- E. Employees applying for tuition reimbursement must provide to the Human Resources Department 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.

- F. 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.
- G. The maximum total of tuition and fees paid to any individual will be equal to three hundred fifty dollars (\$350) per credit hour up to a maximum of two thousand five hundred dollars (\$2,500) per academic year. If tuition and fees are less than three hundred fifty dollars (\$350) per credit hour, reimbursement will be for the amount of the actual receipt.
- H. Continuing education courses will be reimbursed only if a grade is awarded.
- I. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement except when required for degree completion, subject to approval by the Human Resources Department.
- J. Receipts and official/or copy of grade report with check request must be submitted within 30 days of course completion. When possible, reimbursement will be made twenty (20) days following submission of official grade report/or copy and valid tuition receipt.
- K. Each employee must complete the Tuition Reimbursement Application form as a prerequisite to receiving tuition reimbursement payments.

## **ARTICLE 26 -- SABBATICAL LEAVE**

Section 1. Sabbatical Leave. OCC provides educational leaves of absence with pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties at OCC. Full-time Administrative and Management Staff employees are eligible to request educational leave as described below.

Sabbatical Leave is available to employees for study and research and for the purpose of encouraging scholarly achievement. Applicants recommended for approval by the Sabbatical Leave Committee will be reviewed by the Chancellor and presented to the Board of Trustees with their recommendations. The recommendations of the Chancellor to the Board are final. Sabbatical recommendations are not subject to the Grievance Procedure.

Section 2. Sabbatical Leave Procedure (Applies Only to Administrators). Full-time administrators shall be eligible to apply for sabbatical leave during their third academic year of continuous service.

After three (3) full contract years of continuous service, an administrator shall be eligible for such leave for one (1) semester or equivalent at half pay or for a spring term or equivalent at full pay. Semester and term shall be defined by the Oakland Community College calendar.

Administrators having been granted a sabbatical shall not be considered eligible for another such leave until they have accumulated at least three (3) more academic years of continuous service.

An administrator who has not taken a sabbatical leave shall, after six (6) academic years of continuous service, be eligible for a full academic year or equivalent ten (10) months sabbatical at half (1/2) pay or one (1) semester or equivalent leave at full pay.

All usual fringe benefits shall be continued during the period of the sabbatical as though the administrator were on regular assignment.

An administrator on sabbatical leave shall not render service for compensation in another institution or enterprise without prior written approval of the College. This condition does not necessarily preclude the acceptance of a grant or fellowship provided such grant or fellowship materially aids the planned program of the recipient. The nature of the grant or fellowship and the approximate time requirements on the part of the applicant shall be fully set forth in the application for sabbatical. Violation of any condition of this section shall lead to immediate suspension of the sabbatical pay. If it is determined that a violation of this section has occurred, then the administrator will be required to make financial restitution to the College in the amount of pay received from the College during the period of the sabbatical.

Application for leave shall be made in writing to the Human Resources Department and shall include detailed information as to:

- A. Length of service with the College
- B. Plan of study or research
- C. Time period of requested leave
- D. Value to the College
- E. Other pertinent information

Filing date for sabbatical leaves shall be as follows:

Summer term (Summer 2)	-	March 1 of that calendar year
Fall semester	-	March 1 of that calendar year
Winter semester	-	June 1 of the previous calendar year
Spring term (Summer 1)	-	September 1 of the previous calendar year

All applications for administrative sabbatical leaves shall be reviewed by a committee comprised of six administrators. The committee will provide a rank order list of its recommendations for sabbatical leave to the College Chancellor.

Upon return from sabbatical leave, the administrator shall present a full written report regarding the use of his/her sabbatical leave to the Chancellor.

Upon accepting a sabbatical leave, the administrator shall certify to the College their intention to return to the College for a period of time equal to that covered by the leave granted. Administrators not remaining with the College for the required period shall agree to repay the College the full amount received in sabbatical leave compensation. Should the administrator return for a portion of the required period, the repayment will be reduced proportionately. The

administrator on sabbatical leave shall return to the same campus, department and position occupied prior thereto.

Section 3. Sabbatical Leave Procedure (Applies Only to Management Staff). Procedures as they apply for Administrators will apply for Management Staff, except that the Management Staff Review Committee will be composed of three (3) Administrators and three (3) Management Staff members.

## **ARTICLE 27 -- WAGES**

Classification and Salary Schedules for bargaining unit members are set forth in Appendices A and B.

### Section 1. Computation Of Members' Salaries.

#### A. Initial Placement On Salary Schedule

1. Members hired on or before July 1, 2002, shall have their 2001-2002 salary increased by 3.1% and then they shall be placed on a step in their pay grade level, Appendix B-1, which is greater than or equal to this amount.
2. Members hired after July 1, 2002, shall be placed on a step in their pay grade level, Appendix B-1, which is greater than or equal to the salary at which they were hired.
3. Members on a ten (10) month contract shall have their salary converted to a twelve (12) month salary and then follow 1 or 2 above for initial placement. Their yearly salary will then be 10/12 of their step amount.
4. If a Faculty member is appointed to a bargaining unit position by normal employment procedures in accordance with this Agreement, placement on the Administrative/Management salary scale shall be in accordance with the terms and provisions of this Agreement.

#### B. Step Adjustments

Current employees shall move up one (1) step for each of the following contract years on July 1. Those at Step 12 shall remain at Step 12.

Employees who are hired or promoted on or after July 1 but before January 1 of any given year of this Agreement, shall receive step increases on July 1. Employees who are promoted during any given year of this Agreement on or after January 1 but before July 1; or new employees who are hired during any given year of this Agreement on or after January 1 but before July 1, shall not receive a step increase until the following July 1.

### Section 2. Salary Schedule Part of the Contract.

Individuals will only be paid at steps included in the salary schedule. The salary schedule provided in Appendix B shall be considered as part of the contract.

## **ARTICLE 28 -- WORK SCHEDULES**

Work schedules for some employees may vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times. Whenever possible, ten (10) days advance notice will be given of any schedule change.

## **ARTICLE 29 -- SMOKING IN COLLEGE FACILITIES**

Smoking is strictly prohibited on or within College-owned or leased buildings, including but not limited to offices, classrooms, hallways, waiting rooms, rest rooms, lunch rooms, elevators, meeting rooms, and all community areas. In the event the College extends a no-smoking ban to College-owned or leased property, the parties agree to modify this Article to reflect such change.

## **ARTICLE 30 -- DRUG FREE WORK ENVIRONMENT**

Oakland Community College is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs. Bargaining unit employees may be tested for drugs if there is reasonable suspicion, or for alcohol if work performance and observable signs indicate that alcohol may be affecting performance.

The Employee Assistance Program (EAP) provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where their judgment, performance, or behavior has led to imminent disciplinary action.

## **ARTICLE 31 -- ANNUAL EVALUATION**

The College may evaluate each Bargaining Unit member on an annual basis.

## **ARTICLE 32 -- CONFLICTS OF INTEREST**

No bargaining unit member shall be a party to or have substantial interest, financial or otherwise, whether directly or indirectly, in any contract with the College. Nor shall any bargaining unit member, directly or indirectly, solicit any contract or services between the College and any party or entity of which they, or members of their immediate families, are owners, partners, members, employees or have any substantial interest, financial or otherwise.

No bargaining unit member shall place themselves in positions or situations, or otherwise incur an obligation of any nature, which shall preclude them from performing their duties and responsibilities in the best interests of the College.

It shall be the strict obligation of all bargaining unit members to disclose to the Chancellor through their immediate supervisors, and the Chancellor to the Board of Trustees, any personal interests or involvement which may be the subject matter of a potential conflict of interest.

No bargaining unit member shall for pay, give private instruction in any course offered by the College without approval of the Chancellor or designee.

No bargaining unit member shall have direct dealing with students in the sale of private tutorial services, books, instruments, lectures, notes or similar materials without prior written approval from the Board of Trustees.

### **ARTICLE 33 -- PROFESSIONAL RESPONSIBILITIES**

Bargaining unit members pledge to conduct themselves in a manner that will reflect honor upon the College. They will treat fellow employees, students, and all others associated with the College with civility. In every aspect of their employment, they will be honest and courteous and conduct themselves in a manner consistent with their profession.

### **ARTICLE 34 -- PROFESSIONAL DEVELOPMENT**

Each bargaining unit member shall complete reasonable and appropriate staff development activities as directed by his/her supervisor. Failure of any employee to complete staff development activities as directed by the supervisor shall constitute just cause for disciplinary action.

Individuals may request supervisory approval to attend other staff development activities through the PDTC; however the supervisor may deny such request and a denial shall not be subject to the grievance process.

The parties agree that any approved staff development activities and training will be paid for by the College, and further that said activities and training will occur during work hours without a loss of pay.

### **ARTICLE 35 -- WAIVER**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 36 -- SEPARABILITY AND SAVINGS CLAUSE**

If any provision(s) of this Agreement or any schedule attached should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision or schedule should be restrained by such tribunal pending and in the final determination as to its validity, the remainder of this Agreement and of any schedules thereto, or the application of such provisions or schedules to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any provision or schedule is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of the Union and/or the College, for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

## **ARTICLE 37 -- TERMINATION AND MODIFICATION**

Unless otherwise provided herein, this Agreement shall become effective December 11, 2006 and shall remain in full force and effect until June 30, 2009.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the then current year's termination date.

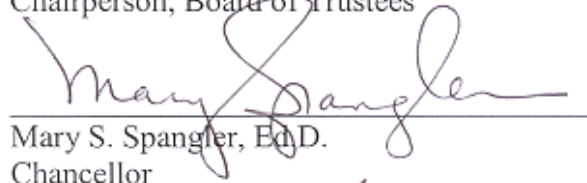
Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of desire to negotiate. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

**ON BEHALF OF:**

**OAKLAND COMMUNITY COLLEGE**



Pamela Davis  
Chairperson, Board of Trustees



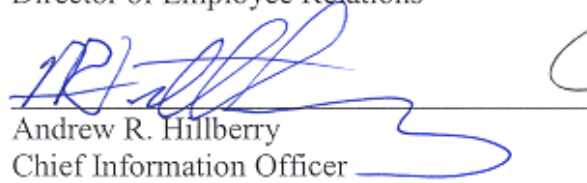
Mary S. Spangler, Ed.D.  
Chancellor




Charles Semchena  
Chief Negotiator



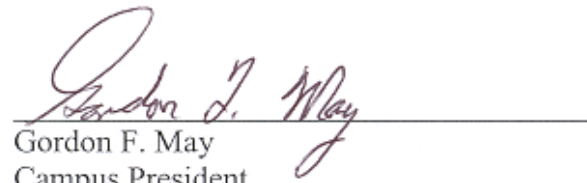
Gary S. Casey  
Director of Employee Relations



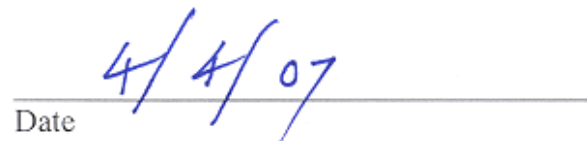
Andrew R. Hillberry  
Chief Information Officer



Cheryl A. Kozell  
Executive Director of Advancement

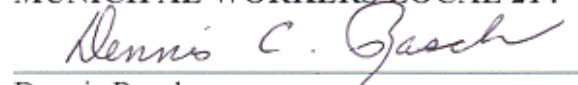


Gordon F. May  
Campus President



Date

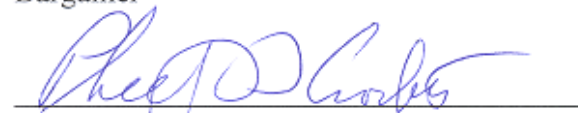
**TEAMSTERS STATE, COUNTY &  
MUNICIPAL WORKERS LOCAL 214**




Dennis Rasch  
Business Representative



Wanda Pernell-Harris  
Bargainer



Phillip D. Crockett  
Bargainer



Arlene J. Frank  
Bargainer



Timothy L. Walter  
Bargainer

## APPENDIX A

### CLASSIFICATION AND SALARY GRADE SCHEDULE

#### ADMINISTRATIVE STAFF

<u>Classification Title</u>	<u>Pay Grade</u>
Dean of Academic & Student Services Dean of Applied Technologies Dean of Enrollment Services Dean of Libraries Dean of Nursing/Allied Health Dean of Workforce Development	D63
Director of Academic Technology Director of Administrative Services/District Office Director of Network Administration Director of Physical Facilities Director of Purchasing/Auxiliary Services Director of Technology Applications	D62
Director of Assessment & Effectiveness Director of College Communications Director of Emergency Services/CREST Director of Foundation Director of Institutional Research Director of Student Financial Resources and Scholarships Director of Workforce Development Services Registrar	D61
Director of Student Services	C51

#### MANAGEMENT STAFF

Auxiliary Services Manager Business Manager IT Project Analyst Manager of Administrative Systems Manager of College Publications Manager Online Learning Technologies Manager of Print, Mail and Distribution Services Manager of State & Federal Programs	C51
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**CLASSIFICATION AND SALARY GRADE SCHEDULE - (CONTINUED)**

<b><u>Classification Title</u></b>	<b><u>Pay Grade</u></b>
Manager of Technical Support/Operations Program Manager – Workforce Development Services System Administrator (Datatel) (Windows Exchange) Systems Programmer II	C51
Academic Support Coordinator Desktop Support Supervisor Director of Diagnostic Medical Sonography & Radiologic Technology Director of Placement/Cooperative Education International Student Advisor Instructional Technologist Manager of Banking Services Manager of Campus Academic Services Manager of Campus Facilities Network Specialist Program Coordinator – Business Technology Center Program Coordinator - International Center Program Coordinator - Massage Therapy Program Coordinator – Workforce Development Services Program Director of Respiratory Therapy Programmer Analyst (Datatel) (Web) Technical Webmaster	C42
Admissions Recruiter Apprentice Coordinator Accounting Supervisor/Accounts Payable/Payroll Accounting Supervisor/Accounts Receivable/General Ledger Budget Analyst Clinical Coordinator of Diagnostic Medical Sonography Clinical Coordinator/Clinical Education Director of Radiologic Technology Cooperative Education Coordinator Coordinator of Performing Arts Director of Clinical Education/Respiratory Therapy Financial Aid Officer Financial Analyst Manager of Nursing/Health Programs Program Coordinator – Construction Management Program Coordinator – Legal Assistant Program Program Coordinator - Womencenter Research Analyst Training Coordinator – Police Academy Website/Communications Center Coordinator	C41

**CLASSIFICATION AND SALARY GRADE SCHEDULE – (CONTINUED)**

<b><u>Classification Title</u></b>	<b><u>Pay Grade</u></b>
Bookstore Manager Building Facilities Manager Buyer Coordinator of Student Development Energy Manager Theatre, Culinary & Studio Café Manager	B31
Coordinator Child Care (10 months) Desktop Support Specialist	B22
Telecommunications & Help Desk Specialist Research Assistant	B21

**APPENDIX B-1**

**ADMINISTRATIVE AND MANAGEMENT STAFF UNION  
SALARY SCHEDULE 2006-2007**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D63	65,592	69,148	72,704	76,260	79,816	83,372	86,928	90,484	94,041	97,596	101,152	104,709
D62	64,466	68,400	71,595	75,159	78,723	82,288	85,852	89,416	92,980	96,545	100,109	103,673
D61	59,440	62,726	66,013	69,299	72,585	75,872	79,159	82,445	85,731	89,017	92,304	95,590
C51	54,420	56,898	59,375	61,853	64,331	66,808	69,286	71,764	74,242	76,719	79,197	81,675
C42	49,146	51,385	53,625	55,865	58,103	60,343	62,582	64,822	67,061	69,300	71,540	73,780
C41	45,370	47,436	49,502	51,569	53,635	55,702	57,768	59,834	61,901	63,967	66,034	68,100
B31	43,507	45,060	46,613	48,167	49,720	51,273	52,825	54,379	55,932	57,485	59,038	60,592
B22	39,776	41,196	42,616	44,036	45,456	46,875	48,295	49,715	51,134	52,554	53,974	55,394
B21	37,290	38,621	39,952	41,283	42,614	43,946	45,277	46,609	47,940	49,272	50,602	51,934
A12	31,813	32,949	34,084	35,220	36,356	37,491	38,627	39,762	40,898	42,033	43,169	44,305
A11	28,630	29,652	30,674	31,697	32,719	33,741	34,764	35,786	36,809	37,831	38,853	39,876

**APPENDIX B-2**

**ADMINISTRATIVE AND MANAGEMENT STAFF UNION  
SALARY SCHEDULE 2007-2008**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D63	67,232	70,877	74,522	78,167	81,811	85,456	89,101	92,746	96,392	100,036	103,681	107,327
D62	66,078	70,110	73,385	77,038	80,691	84,345	87,998	91,651	95,305	98,959	102,612	106,265
D61	60,926	64,294	67,663	71,031	74,400	77,769	81,138	84,506	87,874	91,242	94,612	97,980
C51	55,781	58,320	60,859	63,399	65,939	68,478	71,018	73,558	76,098	78,637	81,177	83,717
C42	50,375	52,670	54,966	57,262	59,556	61,852	64,147	66,443	68,738	71,033	73,329	75,625
C41	46,504	48,622	50,740	52,858	54,976	57,095	59,212	61,330	63,449	65,566	67,685	69,803
B31	44,595	46,187	47,778	49,371	50,963	52,555	54,146	55,738	57,330	58,922	60,514	62,107
B22	40,770	42,226	43,681	45,137	46,592	48,047	49,502	50,958	52,412	53,868	55,323	56,779
B21	38,222	39,587	40,951	42,315	43,679	45,045	46,409	47,744	49,139	50,504	51,867	53,232
A12	32,608	33,773	34,936	36,101	37,265	38,428	39,593	40,756	41,920	43,084	44,248	45,413
A11	29,346	30,393	31,441	32,489	33,537	34,585	35,633	36,681	37,729	38,777	39,824	40,873

**APPENDIX B-3**

**ADMINISTRATIVE AND MANAGEMENT STAFF UNION  
SALARY SCHEDULE 2008-2009**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D63	68,913	72,649	78,294	80,121	83,857	87,593	91,329	95,065	98,802	102,537	106,273	110,010
D62	67,730	71,863	77,100	78,964	82,708	86,454	90,198	93,943	97,687	101,433	105,177	108,921
D61	62,449	65,902	71,089	72,807	76,260	79,713	83,166	86,619	90,071	93,523	96,977	100,429
C51	57,175	59,778	63,940	64,984	67,588	70,190	72,794	75,397	78,001	80,603	83,206	85,810
C42	51,634	53,986	57,748	58,693	61,044	63,398	65,750	68,104	70,456	72,808	75,162	77,515
C41	47,667	49,837	53,308	54,180	56,350	58,522	60,693	62,863	65,035	67,205	69,377	71,548
B31	45,710	47,341	50,197	50,605	52,237	53,869	55,499	57,132	58,764	60,395	62,027	63,659
B22	41,790	43,282	45,893	46,265	47,757	49,248	50,740	52,232	53,723	55,215	56,706	58,198
B21	39,178	40,576	43,024	43,373	44,771	46,171	47,569	48,969	50,367	51,766	53,164	54,563
A12	33,424	34,617	36,705	37,003	38,197	39,389	40,582	41,775	42,968	44,161	45,354	46,548
A11	30,079	31,153	33,033	33,302	34,375	35,449	36,524	37,598	38,672	39,746	40,820	41,895

**APPENDIX C  
OAKLAND COMMUNITY COLLEGE  
GRIEVANCE FORM  
ADMINISTRATIVE AND MANAGEMENT STAFF PERSONNEL**

Name \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Office Phone Number \_\_\_\_\_

Classification Title \_\_\_\_\_

Campus Location \_\_\_\_\_

How long employed? \_\_\_\_\_ Steward's Name \_\_\_\_\_

**STEP 1 - Supervisory**

**Article(s) Violated:**

\_\_\_\_\_

**Grievance:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Remedy Requested:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employee Signature** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

A verbal discussion was conducted with my supervisor on: \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

**Supervisor's Signature** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

REQUEST: DENIED \_\_\_\_\_ ACCEPTED \_\_\_\_\_

## APPENDIX D-1

### 2006 WINTER CLOSEDOWN

WHEREAS, the 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) days vacation, plus two (2) days of paid time from the College
  - B) Two (2) days personal business, 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 as 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.

**APPENDIX D-2**

**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:

<b><u>Day</u></b>	<b><u>Date</u></b>	<b><u>Designation</u></b>
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
Sunday	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) days vacation, plus two (2) days of paid time from the College
  - B) Two (2) days personal business, 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 as 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.

## APPENDIX D-3

### 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) days vacation, plus two (2) days of paid time from the College
  - B) Two (2) days personal business, 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 as 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.

# INDEX

<b>A</b>	<b>F</b>
Adjunct Teaching ..... 21	Family & Medical Leave Act (FMLA)..... 13
Affirmative Action Policy..... 1	Flexible Spending Account ..... 23
Alternate Stewards ..... 5	
Annual Evaluation..... 29	<b>G</b>
Appendices	Grievance Procedure..... 8
A - Classification/Salary Grade ..... 33-35	
B - Wages ..... 36-38	<b>H</b>
C - Grievance Form..... 39	Holidays ..... 15
D - Winter Closedown ..... 40-42	
Arbitration ..... 9	
<b>B</b>	<b>I</b>
Benefits	Interim Positions ..... 19, 21
Dental..... 23	Interview Process..... 19
Direct Deposit..... 25	
Flexible Spending Account..... 23	<b>J</b>
Life Insurance..... 22	Job Classifications ..... 18
Medical Insurance ..... 22	Job Descriptions..... 18
Retirement ..... 24	Job Postings ..... 18
Tax Deferred Annuities..... 24	Jury Duty ..... 17
Vision..... 23	
Bereavement..... 17	<b>L</b>
Bumping Rights..... 11	Layoff ..... 10
<b>C</b>	Leaves of Absence with Pay
Conflicts of Interest..... 29	Bereavement ..... 17
	Holidays ..... 15
<b>D</b>	Jury Duty ..... 17
Dental..... 23	Long-Term Disability ..... 16
Direct Deposit..... 25	Personal Business ..... 15
Discharge..... 10	Short-Term Disability ..... 15
Discipline..... 10	Sick..... 15
Discrimination ..... 1	Vacation ..... 14
	Leaves of Absence without Pay
<b>E</b>	Family & Medical Leave Act (FMLA)..... 13
Employee Assistance Program ..... 29	Military Leave..... 13
Enterprise Employees..... 2	Other Leaves ..... 13
Equal Employment Opportunity ..... 1	Life Insurance
Evaluations ..... 29	Optional Life ..... 22
	Term Life ..... 22
	Long-Term Disability ..... 16
	Loss of Seniority ..... 7

**M**

Management Rights ..... 2  
 Medical Insurance ..... 22  
 Military Leave ..... 13

**O**

Operation Transfers ..... 19

**P**

Personal Business ..... 15  
 Personnel Files ..... 6  
 Postings ..... 18  
 Probationary Period ..... 8  
 Project Staff ..... 2  
 Professional Development ..... 30  
 Professional Development & Training Center  
 (PDTC) ..... 30  
 Professional Dues or Fees ..... 4  
 Professional Responsibilities ..... 30  
 Promotion ..... 20

**R**

Recall ..... 12  
 Recognition Clause ..... 2  
 Retirement ..... 24

**S**

Sabbatical Leave ..... 26  
 Salary Schedules  
   2006-2007 ..... 36  
   2007-2008 ..... 37  
   2008-2009 ..... 38  
 Seniority ..... 7  
 Short-Term Disability ..... 15  
 Sick ..... 15  
 Signature Page ..... 32  
 Smoking ..... 29  
 Stewards ..... 5  
 Strikes & Lockouts ..... 3  
 Subcontracting ..... 3

**T**

Tax Deferred Annuities ..... 24  
 Transfers ..... 21  
 Trial Period ..... 21  
 Tuition Reimbursement ..... 25  
 Tuition Waiver ..... 25

**U**

Union Dues ..... 4

**V**

Vacancies ..... 18  
 Vacation ..... 14  
 Vision ..... 23

**W**

Wages ..... 28, 36-38  
 Winter Closedown  
   2006-2007 ..... 40  
   2007-2008 ..... 41  
   2008-2009 ..... 42  
 Work Schedules ..... 29  
 Workers' Compensation ..... 17