

Oakland Community College
and
AFSCME Local 1999

**Maintenance
Master Agreement**

July 1, 2014 – June 30, 2019

**LABOR CONTRACT
BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 1999, COUNCIL 25, AFL-CIO**

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OAKLAND COMMUNITY COLLEGE

LABOR CONTRACT

Oakland Community College, hereinafter referred to as the "College" or "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, and Michigan Council No. 25 and its affiliate Local Union 1999, hereinafter referred to as the "Union", on July 15, 2014 enter into the following Agreement:

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Employer, Employees, and the Union.

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

Unless incompatible with the intent expressed or with a reasonable construction of such term, whenever any reference in this Agreement is made to the singular term, it shall be deemed to encompass the plural term, and any reference to the masculine gender shall include the female gender, and vice versa.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965 for the purpose of collective bargaining for Maintenance Employees as listed in Appendix A, with respect to hours, wages, terms and conditions of employment for the term of this Agreement.

ARTICLE 2 **MANAGEMENT RIGHTS**

- A. 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:
1. To the executive management and administrative control of the College.
 2. To hire all employees and, subject to the provision of law and contract, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. To relieve employees from duties because of lack of work or for reasons as outlined in Article 18 (Discipline and Discharge).
 4. To determine the methods, means and personnel by which the operation of the College is to be conducted.

- B. 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 express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE 3
UNION DUES CHECK-OFF

- A. The Employer shall deduct current membership dues from the wages of bargaining unit members upon completion of the probationary period provided that the employee has authorized a dues deduction in writing to the Employer. Current membership dues shall not include initiation fees or special assessments. The Union will provide the Employer with authorized dues deduction forms as executed by the employees.
- B. The Employer will deduct from the pay of employees in any month only the Union membership dues becoming due and payable in such month. The deduction shall be made from the pay of the employees for the first pay period ending in the calendar month. Notwithstanding anything to the contrary, any bargaining unit member may revoke his or her dues deduction authorization by providing the Employer and Union with 30 days written notice.
- C. All sums deducted shall be remitted to Michigan AFSCME Council 25 not later than the last day of the calendar month within which such deductions are made, along with a list of employees from whom the dues were deducted, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.
- D. 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 will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

- E. During the life of this Agreement, the Employer and its Administrative Staff will not aid or promote any group or organization of Maintenance employees of the type covered by this contract which purports to engage in collective bargaining.
- F. Bargaining unit members may contribute to Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.). Interested employees should contact the President of Local 1999.

ARTICLE 4
HOURS

- A. It is recognized that the requirements of maintaining a College make the setting of definite working hours impractical. The Employer shall have the right to fix, alter, or change the regular work week, the regular work day, the number of hours of work, the shifts, and the starting and ending time of each if posted twenty-four (24) hours in advance on bulletin boards provided for under the terms of the Agreement.
- B. **Work Week.** The regular work week of the employees shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days (normally scheduled Monday through Friday) in order to provide a basis

for calculating overtime only. This is not to be construed as a guarantee of the number of hours of work per week or per day.

The sixth and seventh day of the workweek shall be overtime days. The workweek shall not be considered broken by an approved absence as defined in this Agreement.

- C. **Overtime.** Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day. All overtime shall be divided as equally as possible among the employees within each classification, by shift, on each campus or administrative center by June 30 of each year. Voluntary overtime work refused by an employee or absence of the employee, except absence for approved vacation, shall be considered overtime worked by said employee for the purpose of equalizing overtime hours. If a sufficient number of volunteers are not obtained, employees will be assigned overtime on a rotating basis in the inverse order of seniority within each classification, by shift on each campus or administrative center, starting each year with the least senior employee in the applicable classification, shift and location. When inclement weather is predicted, each employee shall provide the Employer with the best phone number at which the employee can be reached, and the employee shall keep him or herself generally available for an overtime assignment unless excused in advance by the Employer. The Employer agrees to post overtime lists at each campus location on an approximate monthly basis depending on pay period end date. These lists shall include overtime worked and refused, and year-to-date totals. The campus steward shall be provided a copy of the list upon request by e-mail to the Human Resources Department. Any concerns regarding the accuracy of the list must be raised within 30 working days after it is posted; if not, the information on the list will be deemed accurate.
- D. **Work Shift.** The Employer shall schedule all employees on a regular work shift and shall establish a regular starting and quitting time for each shift. There shall be no change to an employee's shift without prior written notice of five working days. There shall be no change of the starting and quitting time for each shift without twenty-four (24) hours notice.
- E. **Work Schedules.** Work schedules that show the employee's shift, work day, classification and hours of the shift shall be posted on bulletin boards provided for under the terms of this Agreement.
- F. **Shift Designation.**
1. The day shift shall begin on or after 6 a.m., but prior to 12 noon.
 2. The afternoon shift shall begin on or after 12 noon, but prior to 6 p.m.
 3. The evening shift shall begin on or after 6 p.m., but prior to 6 a.m.
- G. When an employee works out of his/her classification for more than one (1) hour in one day, he/she shall be paid for all hours worked in said classification as follows:
1. If the classification he/she is required to work in is lower, he/she shall be paid at his/her regular classification rate.
 2. If the classification he/she is required to work in is higher, he/she shall be paid at the lowest step of the higher pay level which is at least one dollar (\$1.00) higher than that person's current step.

A record of hours worked out-of-classification by employee shall be maintained by the Employer and shall be available to the Union upon request.

H. Should an employee be required to and does perform work during hours other than his/her regular shift, he/she shall be paid the overtime rate for all such hours worked.

I. Call-in Pay.

1. If any employee is notified to report to work less than eight (8) hours prior to the employee's regular start time, a minimum of four (4) hours pay at one and one-half times his/her regular hourly rate will be guaranteed for each such call-in. The employee will be paid the call-in time rate for such extra hours as long as he/she reports for work when called by the supervisor and/or posted designee.

2. If an employee is called in or otherwise scheduled to report prior to the employee's regular start time and the employee is subsequently advised within eight (8) hours of the early start time to not report early, then the employee will still be paid the amount of extra hours or call-in pay, as applicable, to which the employee would otherwise be entitled had the early call-in not been terminated.

J. When the Administration determines that it is appropriate, Group I, II and III employees may be assigned employment on a four-day schedule (40 hours) with a minimum of ten (10) hours daily. An employee assigned this schedule waives his/her rights to overtime pay except for hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of computing absences, vacations, sick days, etc., actual hours of absence shall be reported.

Any time a work week is reduced by a holiday(s), the College will revert to a five-day schedule for that week.

ARTICLE 5
REST PERIODS

All employees shall receive a fifteen (15) minute rest period during each four (4) hours of work. The rest period should normally be taken in the middle of the four hour period. Employees who work beyond their eight hour shift shall receive a fifteen (15) minute rest period for each additional four (4) hours worked. The Union agrees to prevent abuses of this privilege.

ARTICLE 6
MEAL PERIODS

All employees shall receive a scheduled unpaid thirty (30) minute meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift. The Union agrees to prevent abuses of the meal period, provided, however, that the Union is not responsible for enforcement of same.

ARTICLE 7
SICK LEAVE

A. Effective July 1, 2008 twelve (12) sick days will be awarded in full each year on July 1st. Any newly hired employee shall be awarded one (1) day per month after expiration of the probationary period for the balance of the first fiscal year. These days will be awarded on the first of the month following the end of the probationary period. Employees completing their probationary period on or before the 15th day of the month shall be credited for that month. Employees completing their probationary period after

the 15th day of the month shall not receive credit for that month. Employees may accumulate one hundred and twenty (120) sick leave days. There shall be no payment for unused time accrued. Continuous service shall be deemed to have been broken by:

1. Three days or more of absence without notice to the Employer.
2. Termination of employment by resignation or discharge.

An employee shall not accumulate sick leave days when he/she is drawing short or long-term disability or workers' compensation benefits. Full-time probationary employees shall not be eligible for sick leave (accrual or use).

- B. Proper Notification of Absence.** When an employee is to be absent due to illness, the employee, or a member of his/her family must notify the Employer of the absence at least one (1) hour prior to the start of his/her scheduled shift by calling the appropriate campus office at the College and the cell phone number provided by the supervisor and leaving a detailed message (in person or by voice mail) indicating the reason for the absence and the expected date of return. The appropriate telephone numbers will be provided to each employee. In cases where mitigating circumstances prevent the employee from timely notifying the Employer, the employee will be granted the sick days upon acceptable explanation. Disputes that arise concerning the mitigating circumstances will be first considered jointly by the College's Vice Chancellor for Human Resources or designee and the Local President to mutually attempt to resolve the issue prior to going to the grievance procedure. When returning to work from sick leave, at least one (1) hour prior to the start of his/her shift, the employee shall so notify the appropriate campus office and leave a message (in person or by voice mail) indicating date and time of return.
- C.** In case of illness, as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:
1. **Personal Illness.** If an employee is absent due to personal illness or injury over three (3) consecutive working days, the college may require that the employee submit a written certification from a physician authorizing return and verifying that the employee was ill on the days absent.
 2. **Serious illness or quarantine in the immediate family.** Immediate family shall be defined in Article 8.
 3. **Additional bereavement leave may be granted to the extent of earned sick leave days.**
- D.** Payment is contingent upon the employee giving immediate notice to the Employer at the start of his/her absence and shall be at the employee's regular hourly rate and for the number of hours which are usually worked in a day by said employee up to a maximum of eight (8) hours per day.
- E.** Effective July 1, 2014, the use of more than 12 accrued sick days in a rolling 12 month period or any abuse of sick leave or excessive absenteeism, may result in disciplinary action as follows:

written reprimand
one day unpaid suspension
suspension for 3 days without pay
suspension for 5 days without pay
discharge

Prior to any written reprimand under this provision, the employee will be counseled as to any concerns

the employer has with the employee's use of sick time.

1. The use of three (3) or more consecutive sick days with a doctor's excuse or a hospitalization stay will not be subject to disciplinary actions. In addition, the employee may present mitigating circumstances in the nature of documented medically certified reasons for necessarily missing work time. Under such mitigating circumstances, employees will be excused for a chronic or long-term medical condition that requires the employee to have regular periodic scheduled appointments for the purpose of having therapy, testing, or a treatment, provided that satisfactory verification by a medical doctor is provided to the employee's supervisor, and forwarded to the College's Vice Chancellor for Human Resources (or designee).
2. All unpaid absences (other than disciplinary suspension without pay or FMLA qualified leaves) shall be considered as code 8 (absence no pay) and may subject the employee to disciplinary action for excessive absenteeism. Employees who believe they have other compelling circumstances that justify the absence may submit documentary evidence and the employer shall consider the evidence and may choose to excuse the absence.
3. If a supervisor refuses a request for an absence under #3 above, a union representative shall have the right to discuss the matter with a representative of the human resources department.

An employee may not use accrued sick time for tardiness or leaving early, unless approved by the supervisor. If an employee fails to call-in properly more than one (1) time in a rolling 12-month period, he will receive a verbal warning. After two (2) times refer to Article 18 A-2.

Employees who have a minimum of twenty (20) days in their sick leave bank as of June 30 of each fiscal year shall be entitled to additional vacation hours as follows:

One (1) to two (2) sick days Used in the previous fiscal year	Twenty four (24) additional vacation hours
Zero (0) sick days in the previous fiscal year	Forty (40) additional vacation hours

The extra vacation hours will be credited in the first pay of December for the previous contract year for eligible bargaining unit members on active payroll as of that date. Any employee who has been on short-term disability, long-term disability or workers' compensation leave during the previous fiscal year is not eligible for any benefit under this attendance program.

ARTICLE 8 **BEREAVEMENT LEAVE**

A full-time employee shall receive a three (3) day leave of absence without loss of pay in the event of the death of any member of his/her immediate family. Immediate family shall be limited to the employee's spouse, mother, father, son, daughter, stepchildren, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepparents, grandparents, spouse's grandparents, or any relative living in the employee's immediate household.

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 Vice Chancellor for Human Resources, or designee.

ARTICLE 9
LEAVES OF ABSENCE

- A. **General Leave.** Employees shall be eligible to request a leave of absence without pay or fringe benefits for professional growth or for other good cause after one year of service with the Employer, which immediately precedes the authorized effective date of such leave of absence.
1. An employee who requests a general leave of absence shall make a written request to the Director of Physical Facilities (or designee) and a copy to the Human Resources Department. The request shall state the reason the leave of absence is being requested and the approximate length of time of said absence.
 2. The application of an employee for a leave of absence will be considered by the Employer upon its individual merit and circumstances and the parties agree that the determination of whether or not the request shall be granted, rests at the discretion of the Employer except that an application for leave of absence shall not be unreasonably denied. A request for a leave of absence shall be answered in writing by the Employer within ten (10) working days. The Employer's authorization for leave of absence shall also be in writing. Emergency situations shall be answered immediately.
 3. A leave of absence, when granted by the Employer, shall not exceed the time specified in the written authorization. Such leaves of absence may be extended at the discretion of the Employer, but a written authorization by the Employer is required in such cases.
- B. **Termination of Employment.** If an employee works for another employer during an authorized leave of absence, the authorized leave of absence shall be canceled and said employee shall be considered to have voluntarily terminated his/her employment. Any employee taking a leave of absence without the prior written authorization of the Employer shall be considered to have voluntarily terminated his/her employment.
- C. **Family and Medical Leave.** The Employer will comply with the Family and Medical Leave Act (FMLA). A copy of the U.S. Department of Labor's FMLA Fact Sheet is attached as Appendix E to this Agreement. This Fact Sheet summarizes an employee's rights and obligations under the FMLA. For more details specifically applicable to the Employer's administration of the FMLA, go to <https://InfoMart.oaklandcc.edu> and click on Forms and Publications then HR-Benefits and look for the link to form HR-34S, Family and Medical Leave Act Guidelines.
- D. **Vacation/Sick Leave Days.** An employee who takes an approved leave of absence of thirty (30) days or more on an accumulated basis shall not accumulate vacation or sick leave days during the period of said absence.
- E. **Union Activity.** Employees who are members of the Union and who are selected for a full-time office or position with the Union, shall receive at the written request of the Union, a leave of absence without pay or fringe benefits for a period not to exceed one (1) year. Upon termination of said leave of absence, the employee shall be reinstated to his/her former position if it exists or one equivalent thereto, if he/she requests reinstatement within ten (10) calendar days after expiration of the term of such office or position, or the expiration of the period of leave of absence.
- F. **Child Care Leave.** Upon providing proof of the birth of a child or adoption of a child under the age of two (2) years, an employee may request a Child Care Leave of Absence without pay or fringe benefits. Such a request may be granted for a period of up to nine (9) months, beginning at the birth or adoption

of the child. An employee on a Child Care Leave of Absence shall continue to accumulate seniority during the duration of the approved leave.

- G. **Military Service.** Employees who enter into active service in the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard, or Public Health Service) shall be given a leave of absence consistent with federal and state law. The employee shall retain any rights accumulated prior to his/her leave and his/her rights as returning veteran shall be governed by all Federal and State laws now in force, or as amended, that relate to returning veterans. On voluntary enlistment, this section will only apply for the first enlistment period plus ninety (90) days.

Annual Training Duty Leave. Upon prior written request, a full-time employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training, shall be granted a leave for the duration of that training period. The Employer shall be obligated only to pay an amount equal to the difference between the employee's regular salary as computed on a daily basis, and the reservist's daily base stipend paid, if that stipend is less than the employee's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of ten (10) work days.

- H. **Jury Duty.** A full-time employee who is summoned and reports for jury duty shall receive a leave of absence. The employee shall be paid by the Employer an amount equal to the difference between the employee's straight time hourly base rate for eight (8) hours and the daily jury duty fee paid by the court (not including travel allowance or reimbursement for expenses) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer.

1. The Employer's obligation to pay an employee for jury duty is limited to the amount of time required to serve.
2. In order to receive payment, an employee must give the Employer prior notice that he/she has been summoned for jury duty; he/she must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, and he/she must furnish satisfactory evidence of the amount of the jury duty fee he/she received.
3. Employees required to appear before the court under subpoena shall be treated as jury duty time for purposes of pay and fringe benefits.

Subpoena pay shall not be available when an employee is a party-at-interest in the legal matter, either as a plaintiff or defendant. This shall not include matters where the employee is a defendant in a legal action arising out of performance of OCC job duties.

ARTICLE 10 **OVERPAYMENTS**

In the event that an employee receives pay for any reason to which he/she is not entitled under the specific terms of this Agreement, the employer shall be authorized to deduct that amount from the individual's next pay provided such overpayment is determined within 90 days of the error. This would include, but not be limited to, the following situations:

An employee receives pay for sick days and/or vacation days not yet earned; or

An employee receives pay for jury duty not served or not substantiated as required by the contract; or

An employee received an overpayment.

If the employment of such an individual terminates before the next pay, the employer shall bill the individual for any amounts described above regardless of when the overpayment is determined.

If the amount of overpayment exceeds 50 percent of the individual's pay, the Employer agrees to withhold no more than 50 percent of successive pays until the amount of overpayment is repaid in full.

Nothing in this provision shall be construed as a waiver of the Employer's right to recover any amounts to which an employee is not entitled through legal means.

ARTICLE 11

REPLACEMENTS FOR LONG TERM ABSENCES

When an employee has been absent from work for eighteen (18) months or more, the College shall contact the Employee's physician to obtain a written prognosis regarding the employee's return to his/her position. The employee shall provide a written release to allow the Human Resources Department to obtain only the records directly related to the employee's long term disability. The Employer reserves the right, in its sole discretion, to require that the employee undergo an independent medical examination by a physician chosen by the Employer, and at the Employer's expense. In the event the results of this examination are disputed by the employee's doctor, a third examination will be performed by a physician mutually agreed upon by the Employer and the employee's doctor, and all parties agree to accept the results of such examination, the cost of which will be paid by the Employer. If the final prognosis indicates that the employee is not presently fit for work, the position shall be posted in accordance with Article 15 A, unless otherwise agreed to by the parties.

If an employee is able to return to work after his/her position has been filled under this provision, he/she shall be placed in positions in the following order:

1. Vacancies in the prior classification at the home site.
2. Replace temporary, non-bargaining unit employee in the prior classification at the home site.
3. Replace temporary, non-bargaining unit employee in any classification at any site for which he/she is qualified.

If no such openings exist, the individual must bid on any other positions for which he/she is qualified. If such an employee returns to a lower-paid classification, he/she shall receive the prevailing rate of pay for the classification he/she held prior to the beginning of the absence. He/she shall be required to bid on all positions for which he/she is qualified which carry a higher rate (than the lower-paid classification) until such time as he/she fills a position with a rate equal to or greater than his/her former classification rate.

If there are no positions available as described above, a Union/Management Conference will be immediately called to mutually determine the placement of the employee affected. In the event that a resolution results in the displacement of another member of the bargaining unit, that employee will also be a subject for the Union/Management meeting procedure.

Nothing in this provision shall reduce the rights or benefits of either the employee or the College under the LTD or worker's compensation coverage in effect as of the effective date of this Agreement.

ARTICLE 12
VACATIONS

Vacations. Vacation time will be awarded in accordance with the following chart:

<u>Length of Service</u> <u>With the College</u>	<u>Vacation</u>
0 through 12 months	1 day per month accumulated to nine (9) work days. (No vacation may be taken or accumulated prior to completion of the probationary period.)
13 through 48 months	1 day per month to a maximum of 12 days per year.
49 through 120 months	1-½ days per month to a maximum of 18 days per year.
More than 120 months	2 days per month to a maximum of 24 days per year.

Vacation time based on the above schedule will be awarded in full each year on July 1st. However, employees will be obligated to reimburse the college for vacation days used but not earned prior to the employees taking any leaves of absence. Employees shall not accumulate vacation days when they are drawing short or long-term disability or workers' compensation benefits.

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

Employees may carry up to one year's accumulation of vacation past June 30, the end of the fiscal year. This accumulation may be carried forward to June 30 of the following year at which time, if not used, it will be deducted from the record.

Employees completing their probationary period on or before the 15th day of the month shall be credited for that month. Employees completing their probationary period after the 15th day of the month shall not receive credit for that month.

Normally, all vacation requests are to be submitted, in writing, to the appropriate supervisor for approval at least one (1) week in advance of the scheduled time off. However, employees with more than five (5) earned vacation days in their bank may be allowed to request vacation time off up to forty-eight (48) hours in advance of the scheduled time off. Exceptions to the above limitations may be made for extenuating circumstances.

ARTICLE 13
PAID HOLIDAYS

A. **Holidays Recognized and Observed.** The following shall be recognized as paid holidays as observed for a full-time employee:

New Year's Eve
New Year's Day
Martin Luther King Day

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

And any other holidays that the Board of Trustees of Oakland Community College declares or designates as legal holidays.

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

Whenever a holiday falls outside the regular workweek of an employee on a seven day operation, one day of the employee's regular schedule will be designated as the holiday, and all holiday benefits of this contract will be applicable.

- C. An eligible employee shall receive for each of the holidays listed for which he/she performs no work, holiday pay at his/her regular hourly rate for the number of hours which are normally worked in a day by said employee up to a maximum of eight hours per day.
- D. If an employee who is eligible for holiday pay is required to work on a holiday, he/she shall be paid eight (8) hours at the regular rate (holiday pay) plus time and one-half for all hours worked.
- E. No employee shall be eligible to receive holiday pay until he/she has been continuously employed for a period of at least thirty (30) days.
- F. Holiday pay shall not be paid to any eligible employee who fails to work the full day before and the next scheduled full work day following holidays, except in cases of approved absence as defined in the Agreement.
- G. Employees working the third shift will report at their regular start time on the official holiday and will be paid at their regular hourly rate, and not at a holiday rate.

ARTICLE 14 **SENIORITY**

- A. **Probationary Employees.** Newly hired employees shall be considered probationary employees until they have completed sixty (60) working days for the employer. All absences shall extend the probationary period on a pro rata basis. During the probationary period, an employee shall have no seniority status and may be laid off or terminated at the sole discretion of the employer without regard to his/her relative length of service. Such probationary period may be extended for an additional twenty (20) working days at the sole discretion of the College, and with notice to the Union. When the employee has completed the probationary period by completing sixty (60)- or eighty (80) working days as described above, he/she shall be entered on the seniority list from the day of most recent transfer or hire into this Bargaining Unit. There shall be no seniority for probationary employees.

B. Seniority Lists.

1. An up-dated accurate seniority list shall be prepared and presented to the Union's Secretary/Treasurer by, January 31 and July 31 of each year.

If two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

The seniority list will show the names, job classifications, geographic location and seniority date from most senior to least senior.

The Employer agrees to furnish the names and dates of all newly hired employees, all transferred employees, re-hired employees, and reclassified employees covered under this contract. The Employer also agrees to furnish the job classification, titles, and geographic locations of these employees to the Union Secretary/Treasurer within ten (10) regularly scheduled working days of such action.

2. Seniority shall not be affected by race, sex, marital status or dependents of the employee, or whether or not the employee is a member of the Union.

C. Loss of Seniority. An employee shall lose seniority and his/her employment shall cease if:

1. He/she separates or is terminated.
2. He/she does not return to work within five (5) working days after a registered or certified letter has been sent to his/her last known address notifying him/her of his/her recall from College layoff.
3. The employee has been on a long-term disability (LTD) leave for two (2) years or the long-term disability benefit ends, whichever is longer.

D. Shift Preference. Shift preference and work week preference shall be granted to the most senior employee on the campus for each job classification, based upon his/her total seniority College wide, except that the Supervisor shall have the right to assign a shift for up to one hundred twenty (120) calendar days to a new employee or to an employee new to his/her classification, due to his/her lack of experience on the campus or in that classification.

ARTICLE 15
VACANCIES AND TRANSFERS

A. Vacancies. All approved to fill job vacancies (excluding temporary situations which are covered in F and G of this Article) will be posted for a period of seven (7) regularly scheduled working days on the College's intranet (InfoMart). The Human Resources Department will send notice of current postings by e-mail to all bargaining unit members with an InfoMart link. Employees interested shall apply on a bid form to Human Resources within the posting period. All qualified internal bidders will be forwarded to the campus supervisor for consideration.

Prior to posting a vacancy, bargaining unit members will have shift preference and work week preference for a vacancy at their campus within their classification. Preference will be granted based on Article 14D.

B. Campus Assignments. The College may redistribute unit positions among campuses and/or administrative centers as it deems appropriate. In the event a redistribution requires a reduction in position(s) at a campus or administrative center, or an addition in position(s) at a campus or administrative center, the College may reassign employees in the affected classification as follows:

1. The College will post the position being added for five (5) working days. Employees in the affected classification interested in transferring to the position may apply during the posting period, in writing.
2. If employees in the affected classification timely indicate an interest as specified above, the opportunity will be filled pursuant to the process in paragraph C, below (Lateral Transfers).
3. If an opening at another campus or administrative center is created by application of the above process, or if no one applies for the lateral transfer, then the least senior employee in the affected classification based at the campus or administrative center being reduced will be transferred to the position created by the above lateral transfer process or relocation of positions, whichever is applicable. That least senior employee will be given two (2) weeks' notice of his/her transfer.
4. Temporary or contract workers in the affected classification at the campus or administrative center being reduced will be transferred prior to involuntarily transferring an employee as described above.

C. Lateral Transfers. Employees applying for a lateral transfer shall be given priority over employees seeking promotions, subject to the provisions of Section H, below.

1. A lateral transfer is defined as the movement of an employee to a job vacancy in the same classification as the employee currently holds. The College shall interview and select the most senior from among those bidders for the position who have 15 or more sick days in the sick leave bank as of the date the position was posted. The College may consider exceptions for bidders with less than 15 banked sick days based on unusual circumstances, such as significant use of sick days within the last 12 months due to FMLA leaves or serious documented illness. Written requests for an exception must be sent to the Vice Chancellor for Human Resources and must include an explanation of the reason for the exception and any supporting documentation.
2. When a vacancy in a grounds position occurs, current groundskeepers will have the opportunity to bid on that position, prior to posting the position in another classification.

D. Promotions. Promotions shall be made on the basis of both demonstrated ability and seniority with the Employer. Promotions are to be made on a College-wide basis. An employee who is promoted shall be given a three (3) month trial period to learn the new job. In the event of his/her inability to perform the work properly following a reasonable trial period, he/she shall be reinstated to his/her previous job and location if it exists or to a comparable shift and classification. Current employees will be given preference over outside employees in promotions.

1. Promotions shall be based on the following point system:

<u>Category</u>	<u>Maximum Points</u>
Seniority	25 points
Attendance	25 points
Performance Evaluation	25 points
Supervisor Evaluation/Review	<u>25 points</u>
	100 points

- a. In scoring a candidate's "Seniority" or "Attendance" under Article 15.A.2, the score assigned must have the same proportion of the score of the highest scoring candidate in that category as the candidate's seniority or attendance has of the highest scoring candidate's seniority or attendance, as the case may be.

Example

Thus, if the candidate with the highest seniority receives 25 points for 20 years of seniority, a candidate with 10 years of seniority should be given 10/20ths of 25 points (i.e., 12.5 points).

- b. The score for "Attendance" shall be based on the amount of sick time a candidate has saved compared to the amount of sick time he or she has earned since beginning employment, expressed as a percentage figure. Thus, if a candidate has 300 sick time hours saved (as of the date of the scoring) out of 600 sick time hours earned, his or her percentage figure is 50%.

Example

Following the principle stated in paragraph "a," the score assigned to a candidate for attendance must have the same proportion of the score of the highest scoring candidate in the category of "Attendance" as the candidate's attendance percentage figure has of the highest scoring candidate's attendance percentage figure. Thus, if the highest scoring candidate's percentage figure is 75% and that candidate is awarded 25 points for attendance, a candidate with a percentage figure of 50% should receive 50/75ths of 25 points (i.e., 16.66 points).

2. In the event that an employee is promoted from one classification to another, he/she shall be paid during his/her trial period at the rate of pay of the classification to which he/she was promoted.

E. **Reclassification.** An employee shall be reclassified to a position of lower rank and pay only when he/she otherwise would be laid off in the higher rank. The Employer shall not use such reclassification as a disciplinary measure.

F. **Temporary Transfer - Group I.** The employer shall have the right to temporarily transfer the employee with the least group seniority to cover for employees who are absent due to illness, accident, vacation, or leaves of absence or to fill temporary job vacancies, but not for more than the length of the absence. At that time, the employee will be returned to his/her former position. Prior to transferring the least senior employee and prior to using an outside temporary to fill a temporarily vacated position, the following procedure shall be used:

1. **Custodial Vacancies.** The employer shall allow custodians at the representational area to fill the vacancy by shift preference in order of seniority.
2. **Other Group I Vacancies.** The employer shall first allow employees in the vacancy classification at the representational area to fill the vacancy by shift preference in order of seniority. The resulting vacancy, or original vacancy if shift preference is not used, shall be posted campus-wide. If there are no qualified applicants from the site, the position shall be posted college-wide for promotions only. Vacancies which occur as a result of the application of this procedure may be filled by allowing shift preference for classification employees at the representational area and then by a temporary employee outside the bargaining unit or transferring least senior employee.

G. **Temporary Transfer - Group II and Group III.** In the event the employer determines it is necessary to provide temporary coverage for employees in Groups II or III because of illness, accident, vacation, leaves of absence or to fill temporary positions, i.e., training programs or large projects, the following shall apply:

1. The Employer shall post notices of temporary openings electronically on the College's intranet (InfoMart), for forty-eight (48) hours. The senior applicant who meets the necessary requirements, as determined by the Administration, shall be granted the transfer. This forty-eight (48) hour notice may be waived with the mutual approval of the Local Union President and the Employer. There shall be no lateral transfers within the same group and classification. Exceptions may be made upon mutual agreement between the College's Vice Chancellor for Human Resources or designee and the Union President or designee. A probationary employee shall be considered an external applicant when applying for a temporary transfer.
2. If there are no applications within the College, the Employer may either temporarily transfer the least senior employee who meets the minimum qualifications to perform the job, offer regular Maintenance employees within the representational area an opportunity for overtime work or use a temporary non-bargaining unit employee.
3. All temporary transfers will be limited to the length of absence necessitating the temporary transfer. At the conclusion of the temporary transfer, the employee will be returned to his/her former position held at the time of transfer. No employee on temporary transfer shall be allowed to return to his/her former position or bid on another temporary transfer during the temporary transfer period without the mutual consent of the Local Union President or designee and the College's Vice Chancellor for Human Resources or designee.
4. It is understood that the decision to provide or not to provide temporary coverage, the determination of qualifications or the decision to offer or not to offer overtime shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.
5. In the event the College hires a temporary non-bargaining unit employee, such employee shall be limited by the time constraints as described in Article 26 A of the Agreement (worked 59 days) unless an extension is mutually agreed to by both the Union and Administration.
6. Temporary coverage other than described above shall be by mutual agreement of the College and the Union.

H. Transfers (under subsection F or G) initiated by an employee shall be limited as follows:

1. An employee will not be permitted to transfer more than once within any twelve (12) month period (from date of transfer). Exceptions may be made by mutual agreement between the College's Vice Chancellor for Human Resources (or designee) and the Union President (or designee).
2. An employee who is on a transfer shall remain in that position for the duration of the need and will not be eligible for other temporary transfers. Exceptions may be made by mutual agreement between the college's Vice Chancellor for Human Resources (or designee) and the Union President (or designee).
3. An employee will not be eligible for a transfer if s/he has received more than one (1) written disciplinary action within the last twelve months immediately preceding the date of the posting.

I. **Rate.** When a person accepts and begins work in a job in a higher pay level on either a temporary or promotional basis, (s)he shall be placed at the lowest step of the higher pay level which is at least one dollar (\$1.00) higher than the person's current step.

- J. **Step Up Pay.** The parties agree that whenever it becomes necessary for a member of the AFSCME Maintenance Union to temporarily replace a member of the Operating Engineers Union an additional sum of one dollar and fifty cents (\$1.50) per hour will be paid to the AFSCME Union Employee.

ARTICLE 16
LAYOFF AND RECALL

In the event of a reduction in staff, probationary employees in the classification groups affected, shall be laid off first. Next, employees with low seniority will be laid off according to their classification group, with bumping rights based on College-wide seniority. Employees subject to layoff shall not be permitted to exercise any seniority to bump into a higher group classification.

1. Group classifications are defined as follows:

Group (1)

Custodian
Mailroom, Shipping and Receiving
Groundskeeper
Group Leader

Group (2)

Facility Technician
Maintenance B
Maintenance C

Group (3)

Craftsmen

2. In reducing the work force of a group because of lack of work or funds within the College, the last employee hired in the group will be the first employee laid off in the group and the last employee laid off in the group will be the first employee recalled.
3. In the event of a layoff, the College shall pay the affected employees' insurance premiums, as provided in Appendix B of this Agreement, for the month in which the layoff occurs and the following two (2) months.
4. **Recall.** An employee who is not recalled within a period of time equal in length to his/her seniority, or a two-year period, whichever is greater, shall not be considered on layoff, but rather his/her employment shall be deemed to have terminated.

ARTICLE 17
PHYSICAL EXAMINATIONS

All employees of the College at the time of employment will be required to have a physical examination at the College's expense by a physician selected by the College. The results of said examination shall be forwarded to the Human Resources Department.

The Employer and Union may, at a Union/Management conference, mutually agree to require a physical examination whenever a question of an employee's fitness may arise.

Any employee who has been found, through medical examination by a qualified physician or psychiatrist, to be physically or mentally unable to perform his/her current assignment, will, at the employee's request, be reassigned, if possible, to another position. Before reassignment can occur, such position must be available

and the employee must be physically or mentally capable of performing the new assignment. The Union will be consulted on all such assignments.

If any employee is found to be physically or mentally unable to continue employment, said employee will be terminated or retired, whichever applies.

ARTICLE 18

DISCIPLINE AND DISCHARGE

- A. Under normal conditions an employee shall be disciplined in the following order:
1. Verbal reprimand
 2. Written reprimand
 3. Suspension for 1-3 days without pay
 4. Suspension for 3-5 days without pay
 5. Discharge
- B. The Employer shall not discharge, suspend or discipline any employee without just cause. Just cause shall pertain to, but not be limited to, such behaviors and acts as:
1. Behaviors that would be considered felonies, or those that would be considered serious misdemeanors, in a court of law, such as: intentional destruction of the Employer's or another individual's property, theft, assaulting any person on the Employer's premises except in cases of self-defense.
 2. Refusal to comply with the Employer's work rules.
 3. Absence from work without permission for more than three (3) consecutive work days or without proper explanation.
 4. Multiple written reprimands.
 5. Excessive absence other than illness over an eighteen month period.
- C. Employees will have the right to have Union representation at all levels of disciplinary action taken against them. The immediate supervisor shall inform the employee in advance that the meeting shall be for disciplinary action. Should the contemplated discipline extend beyond a verbal reprimand, the employee shall be notified in advance, in writing, that the meeting shall be for disciplinary action. The employee and Union president must receive a copy of any disciplinary action. In imposing any sanction on a current charge, the employer will not take into account any prior infraction which occurred more than two (2) years previously.
- D. An employee shall, upon request, have access to his/her personnel file retained by the Human Resources Department of the College, with the exception of letters of reference for employment. It is further agreed that an employee's personnel file shall be considered his/her official file in grievance hearings.

ARTICLE 19

GRIEVANCE PROCEDURE

- A. The Employer and the Union support and subscribe to an orderly method of adjusting disputes or complaints that arise on behalf of an employee with respect to the interpretation or application of the

contents of the Agreement. To this end, the employee shall bring his/her problem to the attention of his/her immediate supervisor, with his/her steward, who shall attempt to resolve the problem informally. In the event the matter is not resolved it shall be put in writing and processed through the grievance procedure.

Step 1. Complaints not resolved in the informal stage shall be reduced to writing, signed by the employee and submitted to the immediate supervisor and the College's Vice Chancellor for Human Resources (or designee) within thirty (30) working days of the event or knowledge of the event causing the grievance. The immediate supervisor shall discuss the grievance with the employee, and where desired, the steward, and give written disposition to the employee within five (5) working days after receipt of said grievance.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred, in writing, accompanied with a copy of all relevant documents within ten (10) working days of the immediate supervisor's disposition to the Director of Physical Facilities. The Director shall respond in writing within ten (10) working days.

Step 3. Any grievance not settled in Step 1 and 2 of the grievance procedure may be referred, in writing, accompanied with a copy of all relevant documents within five (5) working days of the Director's or member of Chancellor's Cabinet disposition to the College's Vice Chancellor for Human Resources or designee(s) where a Pre-Arbitration Hearing shall be scheduled within ten (10) working days after receipt. The Director, or designee, shall respond in writing within fifteen (15) working days following the hearing.

Step 4. MEDIATION - Any grievance not resolved through the first three (3) steps shall be heard by a mediator selected by MERC. Either party may choose to omit this step by providing written notice to the other within ten (10) working days of the receipt of the Step 3 response. The mediator's recommendation shall not be binding on either party. The mediation process shall not delay the time limits set forth in Step 5 below, absent mutual written agreement of the parties.

Step 5. ARBITRATION - If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt by the Union, of the decision of the College's Vice Chancellor for Human Resources or designee. Within forty-five (45) working days of receipt of the Step 3 answer, AFSCME Council 25 shall confirm the intent to arbitrate in writing to the College's Vice Chancellor for Human Resources or designee. The Employer has the same time frame to file for arbitration as does the Union. If the written request for arbitration of the grievance has not been submitted to the College for arbitration within said forty-five (45) working day period, it shall be considered to have been withdrawn by the Union.

- B. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, or his judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure. The cost of the arbitrator shall be shared equally by the Employer and the Union. The President and/or the Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.
- C. The arbitrator shall be selected from a permanent list of five (5) arbitrators selected by the College. Arbitrators shall be members of the American Arbitration Association. The Arbitrators shall be used on a rotating basis whenever possible. If, during the life of this Agreement, any of the five (5) selected is

no longer available, additional arbitrators will be agreed upon between the Union and the College. The current list of arbitrators is:

William Daniel
Mark Glazier
David Grissom
Nora Lynch
Patrick McDonald

- D. The Union President and the College's Vice Chancellor for Human Resources (or designee) shall receive copies of all grievance settlements. Grievances resulting from discharges shall be positioned at step 3 of the grievance procedure.
- E. **Time Limits.** Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to have been withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure. The time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 20 **STRIKES AND LOCKOUTS**

- A. **Lockouts.** The Employer shall not engage in any lockout of the Employees during the term of this Agreement.
- B. **Strikes.** The Union and the employees shall not authorize, sanction, condone, participate in or acquiesce in, or take part in any strike, sympathy strike, cessation of work, sit-down, slow down, refusal to perform any part of duty or other interference with or interruption of the normal conduct of the College. The Employer shall have the right to immediately discharge any employee who takes part in any action set forth hereinbefore and such employee shall not be entitled to or have any recourse to any other provisions in this Agreement.

ARTICLE 21 **SUBCONTRACTING**

Notwithstanding any other provisions in the collective bargaining agreement, effective July 1, 2012, 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 22 **CHIEF STEWARDS, STEWARDS, AND ALTERNATE STEWARDS**

- A. **Chief Stewards.** The Employer recognizes the right of the Local Union to designate two (2) chief stewards for the College -- one (1) maintenance and one (1) custodian. The chief steward's duties will be to supervise the stewards under him/her, and to handle grievances in the absence of the steward or alternate steward. The chief steward will handle all grievances beyond Step 1 of the Grievance Procedure in conjunction with the Executive Board and/or Local President.

- B. **Stewards and Alternate Stewards.** There shall be one steward and one alternate for each Campus and the Bee Administration Center. At the Southeast Campus there may be a steward at the Royal Oak Campus, and alternate at the Southfield Campus. The names of chief stewards, stewards and alternates shall be certified in writing to the Employer by the Local Union.
- C. The authority of stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of employees' grievances on said steward's campus or Administration center in accordance with the provisions of this Agreement.
 - 2. The steward or alternate may investigate and present grievances to the Employer during his/her regular working hours providing that the time used for this purpose will not be abused.

ARTICLE 23
DISCRIMINATION AND COERCION

- A. The Employer and the Union agree that the provisions of the Agreement shall be applied equally to all employees without discrimination as to sex, age, marital status, race, color, creed, national origin, religion, or political affiliation.
- B. The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate, interfere, restrain or coerce any employee because of membership in the Union.

ARTICLE 24
GENERAL

- A. **Bulletin Boards.** The Employer shall furnish and maintain one (1) Bulletin Board in a convenient location on each campus and Central Office which may be used by the Union. Said bulletin board shall be used exclusively by the Union for the posting of notices and bulletins pertaining to the employees' affairs.
- B. **Uniforms.** All employees shall be appropriately dressed with a College supplied uniform shirt, with 5 provided by the employer. The employer shall make available to all seniority employees in the bargaining unit ten (10) uniforms items per year. Uniform items available for employees to order shall include 5 shirts, and up to 5 other items consisting of any combination of pants, shorts, jacket, or hats. Employees must wear the uniforms and be appropriately attired at all times while at work. Uniforms shall be delivered on or about October 15 of each fiscal year (January 1 for employees who complete their probationary period between July 1 and January 1). Uniform shirts are available in two colors, one dark and one light. All employees must wear the uniform shirt during working hours.

Effective July 1, 2008, employees shall be paid \$150 for uniform laundering and maintenance, paid the second pay in November each fiscal year.

- C. **Protective Clothing and Devices.** If an employee is required to wear protective clothing, eye glasses, or any other type of protective devices, such clothing, eye glasses, or protective devices shall be furnished and maintained by the Employer.
- D. Supervisory employees shall not be permitted to perform work on any hourly rated job except in the following types of situations:

1. In emergencies (determined by management) arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations.
2. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

E. Committees.

1. **Training Program.** The College may provide training opportunities for bargaining unit members in Group 1 to afford them the potential to qualify for Group 2 openings. The program will have educational as well as practical components involving college credit classes, licensing requirements, and on-the-job training with a review process. This program will be coordinated by the College in cooperation with the Union. Openings for the program will be on an as-needed basis determined by the College based on operational needs. It is recognized that trainee candidates will be expected to demonstrate initiative in fulfilling the educational and licensing components of the training and that significant time outside of normal working hours will be required.

A committee will be established to develop program guidelines addressing such issues as required prerequisites, educational and experience requirements during training, evaluation and retention process and program administration. The committee shall have 6 members, 3 each designated by the Union and College.

2. **Union/Management Committee.** A Committee composed of the Union's Executive Board and four (4) representatives selected by the Employer shall be formed to discuss matters of concern to the parties. These matters may include issues such as protective clothing, craftsman, subcontracting, training programs, performance improvement, etc., but shall not address grievance issues. This group shall meet on an "as-needed" basis.
3. **Groundskeeping Equipment Orientation.** Opportunities shall be made available to bargaining unit members who wish to become familiar with the grounds keeping equipment. The College will post notices of when and where orientations will be held. The orientations will be conducted by an Operating Engineer who will demonstrate various pieces of equipment, allow hands-on opportunities, and provide feedback.

Participation on the part of employees is voluntary and the training shall be conducted during working hours. A record will be kept of individuals who participated showing satisfactory/unsatisfactory results. Individuals who have participated in orientation shall be considered for vacancies on the same criteria as individuals who have not participated in orientation.

- F. Security Identification Cards.** Each bargaining unit member will be provided a photo identification card issued by the College.

- G. Annual Evaluations.** The College shall evaluate each bargaining unit member on an annual basis. The evaluation instrument developed by the College will be for direction only and will be subject to advisory input by the Union.

- H. Job Descriptions/Classification Revisions.** 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 President in writing and will meet in a Special Conference, if requested, to discuss the Employer's action, and to bargain regarding the rate only.

The Employer agrees that the establishment of a revised job description shall not be used to disqualify incumbents from their current classifications. When classifications with incumbents are revised, the Employer agrees to provide the opportunity to train to meet the new requirements. The Employer shall bear the cost of retraining and shall compensate the employee for time spent in training.

ARTICLE 25
SEPARABILITY AND SAVINGS CLAUSE

- A. If any provisions of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with, or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provisions 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.
- B. In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE 26
TEMPORARY EMPLOYEES

- A. Temporary employees shall be defined as employees who shall work not more than sixty (60) consecutive working days. Should the absence of the regular employee extend beyond the 60th day maximum, then the temporary employee may continue beyond the 60th day, but only for the length of the absence of the regular employee (Group I).
- B. Temporary employees shall not work any overtime unless agreed to by the Union.
- C. Temporary employees shall not work any weekends or holidays unless agreed to by the Union.
- D. Temporary employees shall be used only to fill vacancies of regular employees who are absent due to illness, accident, vacations, leaves of absence; or pending posting and filling of vacant positions not to exceed sixty (60) working days.
- E. Temporary employees hired by the College (excluding those provided by agencies) shall not receive more than the starting rate in the classification in which they are working.
- F. Temporary employees shall not receive any fringe benefits as provided for in the Labor Agreement.
- G. The College shall have the right to discharge a temporary employee at any time without the employee having recourse to the grievance procedure.
- H. In cases of layoff, all temporary and probationary employees will be laid off prior to any seniority employee being laid off.

- I. Employment of temporary employees shall not result in a reduction of regular staff or their hours.
- J. A list of the names of all temporary employees doing bargaining unit work, including the campus and name of employee being replaced, will be sent to the Union's Secretary/Treasurer on a monthly basis.
- K. In the event temporary employees are hired in Groups II and III and other Group I vacancies (non-custodial), the procedures found in Article 15 C & D, (Transfer) shall first apply.
- L. Temporary employees may be employed directly by the College or may be supplied through outside agencies that specialize in providing temporary workers. Temporaries provided by such agencies shall work only in custodial positions and shall be utilized in the same manner as any other temporary employees.

ARTICLE 27
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions are to be maintained at not less than the highest minimum standards in effect at the time of the signing of this Contract, and the conditions of employment are to be improved wherever specific provisions for improvement are made elsewhere in this Contract. The foregoing does not limit the right of the Employer to increase or decrease the work force.

ARTICLE 28
PERSONAL BUSINESS LEAVE

A maximum of three (3) days in any one fiscal year may be taken for personal business without loss of pay. Personal business days are provided for legitimate business and/or family obligations which can only be met during the regularly scheduled workday. Personal business days shall be granted upon notification to the immediate supervisor in accordance with Article 7 B. Upon completion of six (6) months of employment new employees shall be granted only two (2) personal business days in that fiscal year of employment. Effective July 1st of the next fiscal year, the employee shall be credited with three (3) days.

ARTICLE 29
EMERGENCY CLOSING

The administration will determine when an emergency exists. If such a College-declared emergency necessitates the limitation of certain College services, the following conditions will apply:

- A. All employees will report on their regular shift unless otherwise notified.
- B. Those employees who cannot report to work because of the declared emergency will not lose regular time or compensation.
- C. Employees who are asked to work during or outside their regular shift during a declared emergency will receive double time and one-half for the hours worked.
- D. Emergency pay will be paid only for the hours of the declared emergency. The length of the emergency will be determined by the time it takes to relieve the conditions causing the emergency. More than one determination of the emergency period may be necessary under certain conditions.

ARTICLE 30
STAFFING

- A. The College will maintain a staffing level of seventy (70) positions as an operating base subject to enrollment and the financial condition of the College during the term of this Agreement.
- B. Student workers may be used to support full-time employees with a maximum ratio of two (2) students to one (1) bargaining unit employee. Student workers will not operate College vehicles or motorized riding equipment. Student workers are contingent upon the availability of funds and the numbers of such students used, as outlined above, is at the sole discretion of the Employer. Student workers shall be used only as a supplement to the regular bargaining unit employees. Group work using students must be by mutual agreement between the supervisor and the Union Steward. No full-time probationary employees shall be laid off while students are performing work of this bargaining unit. Student workers will normally work during regular shifts and will not be used to deny overtime to regular full-time employees. The work of the student workers will be coordinated either through:
1. Full-time Union employees
 2. A group leader, or
 3. A campus supervisor.

Coordination by Group I, II or III personnel will be on a voluntary basis and will not include any additional remuneration.

Student workers may be used in a group work force setting under the supervision of a group leader or campus supervisor with the approval of the campus Union Steward on the shift affected.

- C. It is agreed that even though Craftsmen have been hired as journeymen in a specific skilled trade, it is often necessary and practical to periodically assign work to an individual that is not within the specific scope of his craft but is within the skills and ability of the individual. Normally, assigned work may entail assisting another craftsman. However, some tasks of a minor nature, outside his/her trade, may be performed by a Craftsman independently.

Facility Technicians and Maintenance B, and C personnel are permitted to perform Craftsmen work in conjunction with Craftsmen.

ARTICLE 31
STAFF DEVELOPMENT

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

ARTICLE 32
SPECIAL CONFERENCES

1. Union/Management meetings (Special Conferences) may be called by either party to facilitate the implementation of this Agreement.

2. Special conferences for important matters will be arranged at a mutually agreed time between the Local President and the designated representatives of the Employer upon the request of either party. Such meetings shall involve up to four (4) representatives from both the Union and College, provided however, that an additional representative each from Council 25 and Human Resources may attend. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. These meetings may also be attended by a representative of the International Union.

ARTICLE 33
TERM OF AGREEMENT

- A. This AGREEMENT shall become of full force and effect on July 1, 2014 and shall continue without amendment or modification of any kind until June 30, 2019. The Employer and the Union have this day agreed on the terms of this Contract as a basis for settlement of their current collective bargaining.
- B. One hundred and twenty (120) days prior to July 1, 2019, the Union and/or the Employer may, upon written notice to the appropriate party, meet to renegotiate the Contract.
- C. Notwithstanding the above, in the event the parties do not conclude a successor collective bargaining agreement prior to July 1, 2019, then to the extent allowed by and recognized by law, this Agreement shall automatically extend on a day-to-day basis until a new agreement is reached or either party terminates the Agreement by providing the other party with written notice.

APPENDIX A
WAGES & CLASSIFICATIONS
7/1/14 – 6/30/15

1. Salary schedule for full-time employees -- day shift.

<u>Group 1</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	13.68	15.28	16.85	19.08	20.86
Mailroom, Shipping and Receiving Clerk	15.11	17.29	19.60	20.75	22.52
Grounds Keeper	15.11	17.29	19.60	20.75	22.52
Group Leader	16.35	17.88	20.21	22.52	24.92
<u>Group 2</u>					
Maintenance C	16.97	18.46	20.20	21.34	23.24
Maintenance B	20.95	21.80	23.57	24.91	25.78
Facility Technician	22.30	23.25	24.72	26.00	26.73
<u>Group 3</u>					
Craftsman	24.87	25.40	26.59	28.26	30.36

All employees hired on or after July 1 but before January 1 shall receive step increases on July 1; employees hired on or after January 1, but before July 1 shall not receive a step increase until the following July 1. Employees eligible for step increases shall receive them on July 1.

Effective July 1, 2015, the above wage schedule shall be adjusted by the across-the-board wage schedule percentage increase negotiated for the first contract year (July 1, 2015 to June 30, 2016) of the successor to the current collective bargaining agreement applicable to the College's Classified staff unit (AFSCME Local 2042).

Wage rates in Paragraph 1 for the period commencing July 1, 2016 shall be subject to negotiation by either party giving the other party written notice of a desire to on or before April 1, 2016.

2. The employer shall pay an additional \$0.45 (forty-five cents) per hour to those employees who work on the afternoon shift and \$0.55 (fifty-five cents) per hour to employees who work on the evening shift.
3. Employees shall be paid by the employer every other Friday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular payday.
4. It is mutually agreed that Maintenance B employees with more than five (5) years experience as a Maintenance B employee at OCC shall be promoted to Facility Technician providing they are fully qualified (have a high pressure boiler license and can weld to the satisfaction of the supervisor or have successfully completed an OCC credit welding course).
5. Direct Deposit of employees' paychecks into their account at their financial institution is required for all bargaining unit members as of 7/1/99. 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 available through online services.

**APPENDIX B
GROUP INSURANCE AND RETIREMENT BENEFITS**

All insurance coverage shall be in accordance with the provisions and requirements of the group policies and shall not be subject to Article 19, Grievance Procedure, but individual concerns or problems may be taken up at a Special Conference.

1. Life Insurance

Full-time employees are eligible for Life Insurance coverage in the amount of \$40,000 or \$70,000 on the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month).

<u>Options</u>	<u>Coverage</u>	<u>Annual Cash Refund</u>
Core	\$70,000	0
Opt III	\$40,000	\$48

Coverage shall be reduced at age 65 and beyond as follows:

<u>Age</u>	<u>% of Age 64 Benefit</u>
65 - 69	65%
70 - 74	45%
75 - 79	30%
80 - 84	20%
85 - 89	15%
90 or older	10%

Employees shall have the right to convert such life insurance to an individual policy at their expense within 31 days following termination.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details).

2. Basic Medical - Health - Hospitalization

Full-time employees, their spouses, and dependent children are eligible for medical insurance on the first day of the month following official hire date.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details). Employee costs/refunds as follows:

The following plans will continue through December 31, 2014 with 20% cost sharing.

PPO	\$100/200 Deductible in-network \$15 Office Visit Co-pay \$10/20 Prescription Co-pay \$25 Emergency Room Co-pay 10% of Premium Cost Share
-----	---

PPO Option 1	\$15 Office Visit Co-pay 30% Prescription Co-pay \$25 Emergency Room Co-pay \$600 refund
HAP	\$10 Office Visit Co-pay \$5/\$10 Prescription Co-pay \$25 Emergency Room Co-pay 10% of Premium Cost Share
BCN	\$10 Office Visit Co-pay \$5/\$10 Prescription Co-pay \$25 Emergency Room Co-pay 10% of Premium Cost Share
OPT OUT	\$1000 Cash Refund

Effective January 1, 2015:

Aetna Select-Open Access	20% of premium
Deductible	0
Co-insurance	0
Office visit	\$10
Prescription	\$5/\$10/\$10
PPO A Plan (in-network)	20% of premium
Deductible	\$500/\$1,000
Co-insurance	90/10, limit of \$1,000/\$2,000
Office visit	\$15
Prescription	\$10/\$20/\$40
PPO B Plan (in-network)	20% of premium
Deductible	\$100/\$200
Co-insurance	0
Office visit	\$15
Prescription	\$10/\$20/\$40

Note: Failure to maintain current cost sharing payments while on a leave of absence (i.e., short-term disability, long-term disability, workers' compensation, etc.) will result in termination of health insurance.

- Dental Insurance** - Full-time employees, their spouses, and dependent children are eligible for dental insurance coverage the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month).

80% of reasonable and customary charges will be paid for dental claims to an annual maximum benefit of \$1000 per person other than orthodontics. For orthodontic services, 60% of reasonable and customary charges will be paid to a lifetime maximum benefit of \$2000 per dependent child.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see

program booklet for details). Employee costs/refunds as follows:

<u>Options</u>	<u>Annual Benefit</u>	<u>Co-pay</u>	<u>Ortho Life Benefit</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	1000	80/20	2000	-0-	-0-
Opt I	1000	80/20	3000	48	-0-
Opt II	1200	90/10	2000	96	-0-
Opt Out					150

Note: Effective January 1, 2015, preventative services paid at 100% of reasonable and customary, subject to maximum benefit. One additional cleaning paid at 100% of reasonable and customary during pregnancy, subject to maximum benefit.

- Short-Term Disability** - Full-time employees are eligible for short-term disability coverage the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probation period (if probation ends after the 15th of the month).

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details). Employee costs/refunds as follows:

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>
Core	60%	-0-	-0-
Opt I	65%	24	-0-
Opt II	70%	48	-0-
Opt Out	N/A	N/A	N/A

- Long-Term Disability**

Full-time employees are eligible for long term disability insurance coverage the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month). Coverage shall be as follows:

Amount of benefit - beginning at the end of the short term disability coverage or on the 91st day, whichever is later, employees will be eligible for 60% of their monthly salary at the time of disability, subject to the terms and conditions of the existing policy. In accordance with the 1978 Age Discrimination in Employment Act amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply:

If long term disability benefits commence before age 60, benefits shall cease at age 65. If long term disability benefits commence at age 60, but before age 69, benefits will be paid for a maximum of 5 years or until you reach age 70, whichever occurs first. If long term disability benefits commence at age 69 or older, benefits will be paid for 12 months.

If a bargaining unit member becomes disabled and is eligible for benefits under this provision, the College will continue to pay its share of the member's premiums towards his or her medical, dental,

vision, and life insurance coverage for a period not to exceed two (2) years from the date of eligibility, to the extent allowed by the applicable plan or carrier.

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details). Employee costs/refunds as follows:

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>
Core	60%	-0-	-0-
Opt I	65%	96	-0-
(No other options)			

6. **Vision Insurance** - An employee and dependents shall be covered by a vision care plan (as determined by the Administration).

Optional benefits will be provided under the Maintenance Flexible Compensation Program (see program booklet for details). Employee allowances/costs/refunds effective July 1, 2008 as follows:

Options:

	<u>CORE</u>	<u>OPT 1</u>	<u>OPT 2</u>	<u>OPT OUT</u>
Exams	45	45	45	
Lenses				
Single	42	45	21	
Bifocal	70	75	30	
Trifocal	84	85	40	
Frames	55	60	25	
Contacts	115	25	75	
Annual				
Cost	-0-	24	-0-	-0-
Refund	-0-	-0-	12	24

7. **Tax Deferred Annuities -- Salary Reduction Plan** - Voluntary by employees. Full-time employees are eligible upon enrollment and application if not previously a member. Employees may reduce their salary in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.
8. **Accidental Death and Dismemberment Insurance** - The Employer will continue in force for the duration of this Contract its present Accidental Death and Dismemberment Plan with the existing carrier or similar policy or policies with other reputable insurers of its choice. Full-time maintenance employees shall be eligible to participate voluntarily in this plan. The maintenance employees shall contribute the total premium for the coverage elected.
9. **Michigan Public School Employee's Retirement Fund** - Paid by the Employer. Benefits as per enabling legislation.

10. **Social Security** - Paid by the Employer and Employee. Benefits as per enabling legislation.
11. **Workers' Compensation** - Paid by the College. Employees are eligible upon employment. Benefits per schedule established by law for accidents or illness directly attributable to employment. The employee will not continue to accrue vacation and sick days while being paid by workers' compensation for lost wages. Upon return to employment, the employee shall assume his/her former position and shift.

Health insurance program (medical, dental, vision) shall be paid for each employee who is receiving workers' compensation, and his/her family, up to a maximum of two (2) years from the date the employee began receiving workers' compensation payments.

12. **Amount of Liability Benefit** - Coverage for job connected liability situations. Maximum -- Personal Liability -- \$500,000 per person, \$1,000,000 per accident. Property Liability maximum \$100,000 paid by the College.
13. **Unemployment Compensation** - The Employer shall provide unemployment compensation for all full-time employees in accordance with the Michigan Unemployment Compensation Act.
14. **Employee Tuition Grants** - All full-time employees may attend credit classes at the College which are offered at hours outside their assigned responsibilities without payment of tuition or fees. 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, winter, and summer semesters. Full-time tuition grants for the spouses and dependent children are allowed.

Children of a deceased bargaining unit member shall be extended the above benefits until such children reach the age of 25. The spouse, if any (as of the date of death), of a deceased bargaining unit member shall remain eligible for the tuition grant provided above for a period of six (6) years following the date of death.

When the time periods specified above have been reached, the child and/or spouse shall receive tuition grant for those courses which have actually met, but shall not receive tuition grant for any course sections for which the spouse/child has merely registered.

15. **Library Privileges** - Eligible upon employment. Amount of benefit is the use of any of the Oakland Community College library facilities.

APPENDIX C
TUITION REIMBURSEMENT PROGRAM FOR MAINTENANCE STAFF

The Board shall appropriate seven thousand five hundred (\$7500) dollars each year in its operating budget to be used to pay Maintenance staff members' tuition for course work which satisfies all of the following conditions:

1. 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, or at an institution which provides specialized technical training, and is approved by the Maintenance Training Committee. 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.
2. 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. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Chancellor's Council.
3. Reimbursement is for tuition and fees but does not include reimbursement for books, or any other related expenses.
4. The tuition reimbursement period will be for the academic year (September 1 to August 31).
5. 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 be grade(s) of a "B" or higher and the courses must be completed within the academic year.
6. 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.
7. The maximum total of tuition and fees paid to any individual will be equal to \$350 per credit hour up to a maximum of \$2500 per academic year. If tuition and fees are less than \$350 per credit hour, reimbursement will be for the amount of the actual receipt.
8. Continuing education courses will be reimbursed only if a grade is awarded.
9. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement, unless the other college or university will not accept the OCC transfer credits for its program of study.
10. Receipts and official/or copy of grade report with check request must be submitted within 30 days of course completion. Wherein possible, reimbursement will be made 20 days following submission of official grade report/or copy and valid tuition receipt.
11. Each employee will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

APPENDIX D-1

2014 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Saturday, December 20, 2014 through Sunday, January 4, 2015.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Saturday	December 20	Saturday
Sunday	December 21	Sunday
Monday	December 22	Work Day
Tuesday	December 23	Work Day
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, six (6) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Three (3) vacation days, plus three (3) days of paid time from the College.
 - B. Three (3) personal business days, plus three (3) days of paid time from the College.
 - C. Any combination of A and B.
 - D. All six (6) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor’s Cabinet no later than December 1 of each year. Any employee who works on a day designated as a “work day” above will be paid at time-and-one-half for all hours worked on those days. In addition, there will be no deduction from leave banks as outlined in #3 above for an employee who works at any time during the winter closedown.

APPENDIX D-2

2015 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Thursday, December 24, 2015 through Monday, January 4, 2016.
- 2) The winter closedown shall consist of the following calendar dates:

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

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A and B.
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1 of each year. Any employee who works on a day designated as a "work day" above will be paid at time-and-one-half for all hours worked on those days. In addition, there will be no deduction from leave banks as outlined in #3 above for an employee who works at any time during the winter closedown.

APPENDIX D-3

2016 WINTER CLOSEDOWN

To be determined

APPENDIX D-4

2017 WINTER CLOSEDOWN

To be determined

APPENDIX D-5

2018 WINTER CLOSEDOWN

To be determined

APPENDIX E

U.S. Department of Labor

Wage and Hour Division

Pages 37-40

Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See Fact Sheet 77B: Protections for Individuals under the FMLA*. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website:

<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

LETTER OF UNDERSTANDING #1

between

Oakland Community College Board of Trustees

and

Maintenance Employee - AFSCME Local 1999

2014-2019

Access to College Buildings

The Campus President and his/her designees shall have the right of access to College buildings to perform his/her necessary work without the presence of Maintenance employees during hours which are not normally staffed by Maintenance employees. This shall not be construed to alter the present practices of the assignments and responsibilities of Maintenance employees.

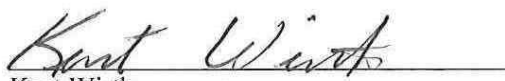
ON BEHALF OF:

OAKLAND COMMUNITY COLLEGE

AFSCME LOCAL 1999



Gary Casey
Director of Employee Relations



Kurt Wirth
President



Margaret Carroll
Director of Personnel Services



Catherine Phillips
AFSCME Representative

Date: 10-9-14

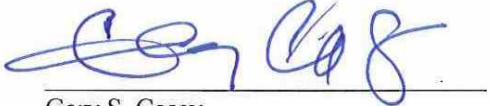
Originally agreed to and signed November 4, 2002

ON BEHALF OF:

OAKLAND COMMUNITY COLLEGE



Robert A. Boonin
Chief Negotiator

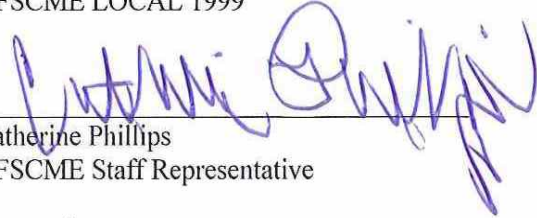


Gary S. Casey
Director of Employee Relations



Margaret R. Carroll
Director of Personnel Services

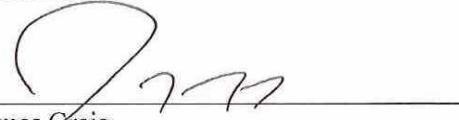
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Catherine Phillips
AFSCME Staff Representative



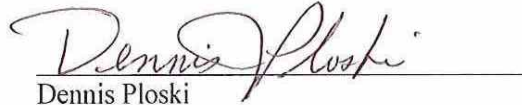
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President



James Greig
Vice President



Jennifer Smith
Recording Secretary



Dennis Ploski
Bargainer



Rodney Roberts
Bargainer

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