

Oakland Community College
and
International Union of
Operating Engineers
Local No. 324,
A, B, C, D, G, H, P, RA, S
AFL-CIO

Operating Engineers
Master Agreement

August 29, 2017 – June 30, 2019

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OAKLAND COMMUNITY COLLEGE

LABOR CONTRACT

Oakland Community College, hereinafter referred to as the "College" and the International Union of Operating Engineers, Local No. 324, A, B, C, D, G, H, P, RA, S, AFL-CIO, hereinafter referred to as the "Union" on August 29, 2017, enter into the following Agreement:

ARTICLE 1 RECOGNITION

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

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

ARTICLE 2 MANAGEMENT RIGHTS

The employer, on its own behalf and on behalf of the electors of the Community College District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:

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

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 3 DUES CHECK-OFF

- A. The College agrees to deduct from the pay of each employee all dues of IUOE, Local Union No. 324, A, B, C, D, G, H, P, RA, S, AFL-CIO, and pay such amount deducted to said Local for each and every employee covered by this Agreement to the extent permitted by law, provided, however, that the Union

presents to the College authorization signed by such employee allowing such deductions and payment to the Local Union. The deduction shall be made from the pay of the employees for the first pay period of the calendar month.

- B. The College shall deduct current membership dues from the wages of said employee upon completion of his probationary period. Current membership dues shall not include initiation fees or special assessments. The Union shall indemnify and save harmless the College from any and all claims, demands, suits or any other actions arising from this article.
- C. All sums deducted shall be remitted to the financial secretary for the Local Union not later than the last day of the calendar month in which such deductions are made, the same to be allocated and distributed by them in accordance with the constitution, laws and regulations of the Union.

ARTICLE 4 STEWARDS

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

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

ARTICLE 5 GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of an operating engineer or group of operating engineers and/or interpretation, meaning or application of any of the provisions of this Agreement. Grievances may be instituted by any operating engineer, group of operating engineers, or IUOE, Local No. 324, A, B, C, D, G, H, P, RA, S, AFL-CIO. The grieving party may elect to have the Union representative with him at any stage of the grievance procedure, or he/she may choose to process the grievance and have it fully adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

B. TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party. Any grievance not presented for disposition through the grievance procedure within ten (10) working days of the event or occurrence of the condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement.

C. GRIEVANCE STEPS

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

- Step 1. Within ten (10) working days after the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate immediate supervisor. The statement of grievance shall include:
- a. The name of the aggrieved party or parties.
 - b. A statement of the facts giving rise to the grievance.
 - c. Identification of all provisions of this Agreement alleged to be violated.
 - d. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence.
 - e. The date of the initial submission of the grievance in writing.
 - f. Remedy or correction requested.

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

- Step 2. In the event the aggrieved party is not satisfied with the decision at Step 1, he/she may, within ten (10) working days of receiving the decision, present an appeal in writing to the Vice Chancellor of Administrative Services. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

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

- Step 3. In the event the aggrieved party is not satisfied with the decision at Step 2, he may, within ten (10) working days of receiving the decision, present an appeal in writing to the College's Vice Chancellor for Human Resources or designee.

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

- Step 4. In the event there is no resolution at the College's Vice Chancellor for Human Resources or designee level, the Union, within ten (10) working days, may request the service of an impartial mediator appointed by MERC in order to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure.

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

- a. Arbitration shall be initiated by written notice to the other party, within ten (10) working days from receipt of the answer in Step 4, of intent to arbitrate.
- b. Arbitrators shall be selected from one of the following individuals:

Paul Glendon
Nora Lynch

Each of these arbitrators shall agree to all of the Arbitration Rules of the American Arbitration Association.

- c. The arbitrators shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator or the judgment of the arbitrator to sustain, or reverse, or modify any alleged dispute put before the arbitrator.
- d. The decision of the arbitrator shall be binding on both the Union, the employee and the Employer and not subject to further appeal.
- e. Expenses and fees of the arbitrator shall be shared equally by the Union and the College.

D. FAILURE TO RENDER A DECISION

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

E. FAILURE TO APPEAL

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

F. WAIVER OF STEPS

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

G. GROUP GRIEVANCE

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

**ARTICLE 6
LAYOFF AND RECALL**

Layoff and recall shall be based solely on bargaining unit seniority within classification. There shall be no seniority for probationary employees. In the event a reduction in force is necessary, layoff shall occur based on seniority within each classification. Recall shall occur in the reverse order of layoff.

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

**ARTICLE 7
SENIORITY**

Section 1. Definitions

- A. College-wide seniority shall be defined as an employee's length of service with the Employer commencing with his/her most recent date of hire.

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

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

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

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

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

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

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

ARTICLE 8 VACANCIES, INTERIM APPOINTMENTS, AND TRANSFERS

A. Vacancies

When a bargaining unit vacancy occurs that the College determines to fill, the position will be posted for ten (10) working days on the College's intranet (InfoMart) and website. All qualified applicants will be considered.

B. Interim Appointments

A bargaining unit member may accept an interim assignment on a temporary basis in a position at a higher pay grade. Such an assignment for 30 calendar days or less will not have a salary adjustment.

When an interim assignment exceeds 30 days, the member shall be paid the corresponding pay rate associated with the vacant position. The bi-weekly pay rate of the interim assignment will be determined by the member's years of service. Such adjustment in pay shall be retroactive to the first day of the interim assignment.

C. Auxiliary Assignments

Whenever a Superintendent or Chief Engineer is required to:

1. perform the administrative duties of another Superintendent or Chief Engineer on any campus due to a vacancy that exceeds four (4) months, and
 2. there is only one Superintendent or Chief Engineer on that campus,
- then the College will compensate the affected Operating Engineer an additional \$700.00 per pay until the vacancy is filled, retroactive to the first day of the auxiliary assignment.

D. Transfers

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

ARTICLE 9 DISCIPLINARY PROCEDURES/DISCHARGE

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

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

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

ARTICLE 10 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Family and Medical Leave. The College 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 D 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.

ARTICLE 11 LEAVES OF ABSENCE WITHOUT PAY

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

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

Any employee who takes an approved leave of absence of thirty (30) days or more on an accumulative basis or who is drawing short-term or long-term disability shall not accrue vacation or sick leave days.

ARTICLE 12 LEAVES OF ABSENCE WITH PAY

1. **BEREAVEMENT LEAVE**
Each employee shall be entitled to three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. The immediate family shall be considered to include the employee's spouse and the employee and the spouse's grandparents, parents, siblings, children and grandchildren, and other persons who have lived with them over a period of years. Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond the three (3) days may be approved by the College's Vice Chancellor for Human Resources or designee.
2. **HOLIDAYS**
The following shall be recognized as paid holidays for full-time employees:
 - New Year's Eve Day
 - New Year's Day

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

All holidays are full day holidays.

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

3. JURY DUTY

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

4. PERSONAL LEAVE DAYS

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

5. SICK DAYS

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

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

6. VACATION SCHEDULES

- | | |
|---|---|
| <ul style="list-style-type: none"> • 0 through 12 months | <p>One (1) day per month,
not to exceed ten (10) days</p> |
| <ul style="list-style-type: none"> • 13 months through 60 months | <p>1-1/4 days per month to
a maximum of fifteen (15) days</p> |
| <ul style="list-style-type: none"> • 61st month | <p>Two (2) days per month
to a maximum of twenty-four (24) days</p> |

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

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

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

ARTICLE 13 SPECIAL CONFERENCES

Upon request a special conference will be held between two (2) representatives of the Operating Engineers, the Vice Chancellor for Administrative Services, and two (2) members of the Human Resources Department to discuss issues identified by the Chief Steward of the Operating Engineers Union.

ARTICLE 14 MAINTENANCE OF STANDARDS

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

ARTICLE 15 ANNUAL EVALUATION

The College may evaluate each employee on an annual basis. The evaluation shall be intended to support the growth and improve the performance of employees, and shall not be used for disciplinary purposes. The appraisal form shall be subject to the approval of both the Union and the College. The employee's supervisor shall complete the annual evaluation, and the employee shall be given a copy. Further, the annual evaluation will be maintained in the employee's personnel file and may be utilized, if needed, as evidence of notice to the employee of the contents therein.

ARTICLE 16 SAVINGS CLAUSE

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

ARTICLE 17 TERM OF AGREEMENT

- A. This AGREEMENT shall become of full force and effect on August 29, 2017, and shall continue without amendment or modification of any kind until June 30, 2019.
- B. Sixty (60) days prior to July 1, 2019, the Union and/or the Employer will, upon written notice to the appropriate party, meet to renegotiate the Contract.
- C. Appendices A and B are part of this Agreement.

ON BEHALF OF:

OAKLAND COMMUNITY COLLEGE

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL No. 324, A, B, C, D, G, H, RA, S
AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302**

Jasen M. Witt
Associate Vice Chancellor for Human Resources

Business Manager

Gary S. Casey
Director of Employee Relations

President

Robert M. Kelly
Executive Director of Facilities Operations

Recording-Corresponding Secretary

Date

APPENDIX A-1

SALARY SCHEDULE

August 29, 2017 – June 30, 2018

	<u>Biweekly Starting Salary</u>	<u>Biweekly After One (1) Year*</u>	<u>Biweekly After Two (2) Years</u>
A. Chief Engineer – Campus Facility Operations	\$3,219.72	\$3,598.56	\$3,787.96
B. Supervisor – Mechanical Systems and Plant Operations	\$2,799.39	\$3,128.77	\$3,293.42
C. Superintendent – Buildings and Grounds	\$2,573.67	\$2,894.82	\$3,047.22
D. Supervisor - Buildings and Grounds	\$2,181.73	\$2,467.47	\$2,743.39

Notes:

1. Step adjustments will be made where appropriate.
2. Salary increase is subject to State law prohibiting retroactivity upon contract expiration.

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

APPENDIX A-2

SALARY SCHEDULE

July 1, 2018 – June 30, 2019

	<u>Biweekly Starting Salary</u>	<u>Biweekly After One (1) Year*</u>	<u>Biweekly After Two (2) Years</u>
A. Chief Engineer – Campus Facility Operations	\$3,284.12	\$3,670.53	\$3,863.72
B. Supervisor – Mechanical Systems and Plant Operations	\$2,855.38	\$3,191.34	\$3,359.29
C. Superintendent - Buildings and Grounds	\$2,625.15	\$2,952.72	\$3,108.16
D. Supervisor - Buildings and Grounds	\$2,225.36	\$2,516.82	\$2,798.26

Note: Step movement will be effective July 1, 2018.

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

APPENDIX B

BENEFITS

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

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

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

1. HEALTH/HOSPITALIZATION INSURANCE

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

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

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

Medical

Effective January 1, 2016:

For each eligible employee who elects to receive medical coverage from the College, the College will pay for the actual premium cost and/or illustrated rate cost for such medical coverage up to the hard cap threshold as determined by the State of Michigan on an annual basis. As an illustration, the current (2017) hard cap thresholds are:

Single	\$ 6,344.80
2-Person	\$13,268.93
Family	\$17,304.02

By law, these amounts are subject to annual adjustment by the State for each calendar year (January 1st – December 31st). The annual hard cap amounts as established by the State will be accounted for by the College during the health insurance open enrollment period provided for employees. Notwithstanding this provision, the College's Board of Trustees retains the right to elect any option (i.e. 80%/20%) provided under Michigan law relative to employer medical insurance coverage contributions on an annual basis.

The medical coverage plan options provided for the College's exempt management employees will be provided to employees as plan options for elected coverage. These medical coverage plan options will include at least one PPO plan option and at least one High-Deductible (HSA accompanied) plan option. Summary Plan Descriptions for each medical coverage plan offered by

the College will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire.

At any point during the term of this Agreement, the College may seek quotes from reliable medical carriers/providers for either the existing deductible, co-pay, co-insurance and/or prescription drug card levels or alternative medical coverage plan designs. Upon request, representatives for the Union agree to meet with the College to review and discuss these quotes with the understanding that any change(s) in benefit level(s) is/are subject to negotiation by the parties.

Opt-out - \$1,000 cash payment annually

Coverage will be provided for dependents (per IRS definition) up to age 26.

2. SHORT-TERM DISABILITY

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

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

3. LONG-TERM DISABILITY

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

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

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

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

4. DENTAL

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

<u>Options</u>	<u>Annual Benefit</u>	<u>Co-Pay</u>	<u>Ortho Life Benefit</u>	<u>Annual Employee Cost</u>	<u>Annual Cash Refund</u>
Core	\$1,000	80%/20%	\$2,000	0	0
Option I	\$1,000	80%/20%	\$3,000	\$48	0
Option II	\$1,200	90%/10%	\$2,000	\$96	0
Opt Out				0	\$150

Dental

Retain current coverage plus preventative services paid 100% of reasonable and customary, subject to maximum benefit.

5. VISION INSURANCE

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

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

6. LIFE INSURANCE

A. Term Life

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

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

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

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

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

B. Additional Optional Life Insurance

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

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

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

7. EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the month following the date of hire, subject to open enrollment periods. A Union member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care, Dependent Care, and Adoption expenses with employee pre-tax dollars:

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and minimum and/or maximum dollar limits on employee contributions shall be consistent with the limits determined by the IRS.

NOTE: Union members shall have the opportunity to select different options on an annual basis during open enrollment for benefits listed in Items 1 through 7 above (excluding LTD).

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

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

9. TAX DEFERRED ANNUITIES - SALARY REDUCTION PLAN

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

10. WORKERS' COMPENSATION

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

11. SOCIAL SECURITY

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

12. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

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

13. EMPLOYEE LIABILITY COVERAGE

Coverage for job-connected liability situations.

14. TUITION WAIVER

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

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

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

15. TUITION REIMBURSEMENT

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

- Coursework or a program of study must be pertinent to the needs of the College and/or duties of the employee. The coursework or program of study must be taken at an accredited institution of higher education. The coursework must provide the employee with additional areas of competence. Employees have the option to receive prior approval of coursework by completing the Tuition Reimbursement Application and submitting it to the Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
- All coursework applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Chancellor's Cabinet.
- Reimbursement for certified classes offered by Local 324 Stationary Engineer Training Center would be the actual cost of the course/class up to \$400 per course/class up to a maximum reimbursement of \$3,000 per fiscal year.

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

The tuition reimbursement period will be for the fiscal year (July 1 to June 30).

The maximum total of tuition and fees paid to any individual will be \$400 per credit hour or up to a maximum of \$3,000 per fiscal year. If tuition and fees are less than \$400 per credit hour, reimbursement will be for the amount of the actual receipt.

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

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

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

16. LIBRARY PRIVILEGES

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

17. CLOTHING ALLOWANCE

At the beginning of each fiscal year, full-time bargaining unit employees shall receive \$1,375 to purchase appropriate clothing as determined by management.

18. STAFF DEVELOPMENT

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

19. SECURITY IDENTIFICATION CARDS

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

APPENDIX C-1

2017 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Friday, December 22, 2017 through Tuesday, January 2, 2018.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Friday	December 22	Holiday
Saturday	December 23	Saturday
Sunday	December 24	Sunday
Monday	December 25	Holiday
Tuesday	December 26	Work Day
Wednesday	December 27	Work Day
Thursday	December 28	Work Day
Friday	December 29	Holiday
Saturday	December 30	Saturday
Sunday	December 31	Sunday
Monday	January 1	Holiday
Tuesday	January 2	Work Day
Wednesday	January 3	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. An equal number of hours will be added to the employee’s vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX C-2

2018 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Friday, December 21, 2018 through Tuesday, January 1, 2019.
- 2) The winter closedown shall consist of the following calendar dates:

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

- 3) For full-time employees, four (4) scheduled work days 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. An equal number of hours will be added to the employee’s vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX D

Family and Medical Leave Act

U.S. Department of Labor

Wage and Hour Division

Pages 22-25

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 work weeks** of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. 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 Service member 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: U.S. Wage and Hour Division 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

LETTER OF AGREEMENT #1
between
OAKLAND COMMUNITY COLLEGE
and
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 324

Sick Time Payout

Oakland Community College (“College”) and International Union of Operating Engineers Local 324 (“Union”) herein mutually agree as follows:

1. The College will payout fifty (50%) percent of any earned, but unused, sick time, up to a maximum of twelve (12) days to any employee who retires from the College.
2. Any payout of such earned, but unused, sick time will be at the employee’s regular rate of pay at the time of his/her retirement from the College.

This Letter of Agreement is limited to the specific item of mutual interest to the parties as specified above, and shall not act to establish a precedent and/or past practice between the parties. Further, unless otherwise agreed to by the parties in writing, the sick time payout option will conclude on June 30, 2019.

OAKLAND COMMUNITY COLLEGE

IUOE LOCAL NO. 324

Jasen M. Witt
Associate Vice Chancellor for Human Resources

Jim Arini
Business Representative

Date

Date

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