

**Oakland Community College  
and  
AFSCME Local 1999**

**Maintenance  
Master Agreement**

**July 18, 2024 – June 30, 2029**

**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 18, 2024 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.

### **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 16 (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 their 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. The employee shall notify Payroll of any payroll or overtime errors by the first Monday following the employee's pay date.
- 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, they shall be paid for all hours worked in said classification as follows:
  - 1. If the classification the employee is required to work in is lower, they shall be paid at their regular classification rate.
  - 2. If the classification the employee is required to work in is higher, they 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.
- H. Should an employee be required to and does perform work during hours other than their regular shift, they 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 ten (10) hours prior to the employee's regular start time, a minimum of four (4) hours pay at one and one-half times their 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 they report 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, 2024, and every year after, regular full-time employees shall receive ninety-six (96) hours sick per year, for sick leave usage only, the unused sick leave accumulation maximum will be 1,280 hours. The college will payout 50% of any earned, but unused sick time, up to a maximum of 12 days/96 hours to any employee who terminates from the college. Payout will be a calculated at the employee's regular rate of pay at the time of their termination.

An employee shall not accumulate sick leave days when they are 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. 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 31 (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 #2 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 or vacation time for tardiness or leaving early, unless approved by the supervisor, or the employee chooses to use personal business time in those instances. 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 16 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:

Hours Used	Additional Vacation Hours
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. For the purposes of this policy, immediate family is defined as a spouse, mother, father, son, daughter, stepchildren, brother, sister, aunt, uncle, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepparents, grandparents, spouse's grandparents, domestic partner or anyone 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 employee's immediate supervisor, or designee.

**ARTICLE 9  
LEAVES OF ABSENCE**

- A. **Family and Medical Leave.** The Employer will comply with the Family and Medical Leave Act (FMLA).
- B. **USERRA.** The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act.
- C. **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.
- D. **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 the employee 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.

- E. **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.
  
- F. **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 the employee reports for or performs jury duty and on which they 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 they have been summoned for jury duty; the employee must furnish satisfactory evidence that they reported for or performed jury duty on the days for which they claim such payment, and they must furnish satisfactory evidence of the amount of the jury duty fee they 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.
  - 4. Employees scheduled to work for the afternoon shift and who report to jury duty during the day are not required to report to work for the afternoon shift. Proof of actual jury duty service/participation must be provided.

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.

**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.

## **ARTICLE 10 OVERPAYMENTS**

In the event that an employee receives pay for any reason to which they are 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 six (6) months 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 VACATIONS

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

<b>Length of Service with the College</b>	<b>Vacation</b>
0 through 12 months	1 day per month accumulated to nine (9) working 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 12 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 or retiring from the College. Employees shall not accumulate vacation days when they are drawing short or long-term disability or workers' compensation benefits.

The College will payout up to one year's accumulation of any earned, but unused, vacation time, to an employee who terminates from the College. Payout will be calculated at the employee's regular rate of pay at the time of their termination.

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, they 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 12 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 they perform no work, holiday pay at their 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, they shall be paid eight (8) hours at the regular rate (holiday pay) plus time and one-half for all hours worked.
- E. 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.
- F. 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 13 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, they 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. The employee separates or is terminated.
2. The employee does not return to work within five (5) working days after a registered or certified letter has been sent to their last known address notifying them of their recall from College layoff.
3. The employee has been on a long-term disability (LTD) leave for fourteen (14) months, with the employee allowed to submit a doctor's note for consideration to the College.
4. The employee has been on workers' compensation for fourteen (14) months, with the employee allowed to submit a doctor's note for consideration to the College.

**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 14**  
**VACANCIES AND TRANSFERS**

**Definitions**

**Promotions:** Movement of an employee to a job opening in a classification assigned to a higher pay grade for which the employee is qualified. 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 their inability to perform the work properly following a reasonable trial period, the employee shall be reinstated to their 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.

**Lateral Transfer:** Movement of an employee to a regular job opening in a different campus or shift, which opening is the same classification as the employee currently holds. Employees applying for a lateral transfer shall be given priority over employees seeking promotions, subject to the provisions of Section F, below.

**Voluntary Demotion:** Movement of an employee to a job opening in a classification assigned to a lower pay grade for which an employee is qualified.

A. **Vacancies.** All approved vacancies (excluding temporary situations which are covered in D and E of this Article) will be posted for a period of seven (7) regularly scheduled working days on the College's Applicant Tracking System. Posting periods may be shortened or eliminated by agreement of the Union President or designee. The Human Resources Department will send notice of current postings by e-mail to all bargaining unit members. Any employee interested in a position must apply through the Human Resources established application process within the posting period. The employee must meet the minimum qualifications before the closing date of the posting.

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 13D.

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.
2. If employees in the affected classification timely indicate an interest as specified above, the opportunity will be filled.
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. **Reclassification.** An employee shall be reclassified to a position of lower rank and pay only when they otherwise would be laid off in the higher rank. The Employer shall not use such reclassification as a disciplinary measure.

- D. **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 their 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.
- E. **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 Applicant Tracking System, 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 their former position held at the time of transfer. No employee on temporary transfer shall be allowed to return to their 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 24A 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.

F. **Transfers.** (under subsection D or E) 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.

G. **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.

H. **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 15 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 Apprentice
- Facility Technician

### Group (3)

- Craftsman



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 their seniority, or a two-year period, whichever is greater, shall not be considered on layoff, but rather their employment shall be deemed to have terminated.

**ARTICLE 16**  
**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 their 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 their official file in grievance hearings.

**ARTICLE 17**  
**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 their problem to the attention of their immediate supervisor, with their 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 fifteen (15) 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 Executive Council 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 timeframe 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 their 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 party requesting arbitration shall contact the Michigan Employee Relations Commission (MERC) for a panel of five (5) arbitrators. The arbitrator shall be selected by the Employer and the Union, who shall both have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated with each party striking a name until there is one name remaining. The last remaining name (person) shall be the arbitrator.
- 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 18  
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 19  
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 20  
PRESIDENT, CHIEF STEWARDS, STEWARDS, AND ALTERNATE STEWARDS**

- A. **President.** The Employer recognizes the right of the Local Union President 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. 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 in accordance with the provisions of this Agreement.
  - 2. The steward or alternate may investigate and present grievances to the Employer during their regular working hours providing that the time used for this purpose will not be abused.

## **ARTICLE 21 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/gender (including sexual harassment), age, marital status, race, color, creed, national origin, religion, pregnancy, sexual orientation, gender identity, gender transitioning, height, weight, citizenship, disability, perceived disability, familial status, veteran's status, genetics, political affiliation, or other characteristic protected by law.
- 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.
- C. The Union fully supports the College's mission statement and will work collaboratively with the College to ensure that all employees hired or promoted are committed to working in a team effort and recognizes the need to work in a multicultural and diverse working environment.

## **ARTICLE 22 GENERAL**

- A. **Bulletin Boards.** The Employer shall furnish and maintain one (1) Bulletin Board in a convenient location on each campus 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.** The employer shall make available to all seniority employees in the bargaining unit eleven (11) uniforms per year. Uniform items available for employees to order shall include 5 shirts, and up to 6 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 \$200 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 23 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 24 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 14 D & E, (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 25**  
**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 26**  
**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 27**  
**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.

- E. When there is an emergency closing, employees who have requested sick, personal business or vacation time will be credited such requested time.

## **ARTICLE 28**

### **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 their 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 their trade, may be performed by a Craftsman independently.

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

## **ARTICLE 29**

### **STAFF DEVELOPMENT**

Each bargaining unit member shall complete staff development activities as directed by their supervisor. Individuals may request supervisory approval to attend other staff development activities; 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 30**  
**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 31**  
**NEW EMPLOYEE ORIENTATION AND NEW HIRE INFORMATION**

Oakland Community College conducts periodic orientation for new hires. Oakland Community College shall allow a designated union official to meet with new bargaining unit employees for up to a half hour during new hire orientation at a time and location mutually agreed to between the parties. Management officials shall not be present during this meeting.

Within thirty (30) days of a new employee being hired by Oakland Community College into a bargaining unit position covered by this agreement, the College shall provide applicable Union with the name, address, classification, and hire date of the new employee.

**ARTICLE 32**  
**TERMS OF AGREEMENT**

- A. This AGREEMENT shall become of full force and effect on July 1, 2024 and shall continue without amendment or modification of any kind until June 30, 2029. 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, 2029, 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, 2029, 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**

**7/1/2024 – 6/30/2025**

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

<b>Group 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Custodian	\$ 16.54	\$ 18.28	\$ 20.75	\$ 22.74
Mailroom, Shipping & Receiving Clerk	\$ 18.72	\$ 21.27	\$ 22.57	\$ 24.56
Grounds Keeper	\$ 18.72	\$ 21.27	\$ 22.57	\$ 24.56
Group Leader	\$ 19.35	\$ 21.93	\$ 24.49	\$ 27.18

<b>Group 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Facility Technician Apprentice	\$ 30.90	\$ 32.68	\$ 34.42	\$ 36.37
Facility Technician	\$ 32.68	\$ 34.42	\$ 36.37	\$ 37.08

<b>Group 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Craftsman	\$ 26.96	\$ 28.22	\$ 29.99	\$ 32.54

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.

2. The employer shall pay an additional \$0.50 (fifty cents) per hour to those employees who work on the afternoon or evening shift.
3. Employees shall be paid by the employer every other Thursday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular payday.
4. 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 accounts 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 A  
WAGES & CLASSIFICATIONS**

**7/1/2025 – 6/30/2026**

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

<b>Group 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Custodian	\$ 17.04	\$ 18.83	\$ 21.38	\$ 23.42
Mailroom, Shipping & Receiving Clerk	\$ 19.28	\$ 21.91	\$ 23.24	\$ 25.29
Grounds Keeper	\$ 19.28	\$ 21.91	\$ 23.24	\$ 25.29
Group Leader	\$ 19.93	\$ 22.59	\$ 25.23	\$ 28.00

<b>Group 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Facility Technician Apprentice	\$ 31.83	\$ 33.66	\$ 35.46	\$ 37.46
Facility Technician	\$ 33.66	\$ 35.46	\$ 37.46	\$ 38.19

<b>Group 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Craftsman	\$ 27.76	\$ 29.07	\$ 30.89	\$ 33.51

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.

2. The employer shall pay an additional \$0.50 (fifty cents) per hour to those employees who work on the afternoon or evening shift.
3. Employees shall be paid by the employer every other Thursday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular payday.
4. 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 accounts 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 A  
WAGES & CLASSIFICATIONS**

**7/1/2026 – 6/30/2027**

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

<b>Group 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Custodian	\$ 17.55	\$ 19.40	\$ 22.02	\$ 24.13
Mailroom, Shipping & Receiving Clerk	\$ 19.85	\$ 22.56	\$ 23.94	\$ 26.05
Grounds Keeper	\$ 19.85	\$ 22.56	\$ 23.94	\$ 26.05
Group Leader	\$ 20.53	\$ 23.26	\$ 25.99	\$ 28.84

<b>Group 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Facility Technician Apprentice	\$ 32.78	\$ 34.67	\$ 36.52	\$ 38.58
Facility Technician	\$ 34.67	\$ 36.52	\$ 38.58	\$ 39.34

<b>Group 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Craftsman	\$ 28.60	\$ 29.94	\$ 31.82	\$ 34.52

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.

2. The employer shall pay an additional \$0.50 (fifty cents) per hour to those employees who work on the afternoon or evening shift.
3. Employees shall be paid by the employer every other Thursday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular payday.
4. 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 accounts 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 A  
WAGES & CLASSIFICATIONS**

**7/1/2027 – 6/30/2028**

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

<b>Group 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Custodian	\$ 18.03	\$ 19.93	\$ 22.62	\$ 24.79
Mailroom, Shipping & Receiving Clerk	\$ 20.40	\$ 23.19	\$ 24.60	\$ 26.77
Grounds Keeper	\$ 20.40	\$ 23.19	\$ 24.60	\$ 26.77
Group Leader	\$ 21.10	\$ 23.90	\$ 26.70	\$ 29.63

<b>Group 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Facility Technician Apprentice	\$ 33.68	\$ 35.63	\$ 37.52	\$ 39.65
Facility Technician	\$ 35.63	\$ 37.52	\$ 39.65	\$ 40.42

<b>Group 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Craftsman	\$ 29.38	\$ 30.76	\$ 32.70	\$ 35.47

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.

2. The employer shall pay an additional \$0.50 (fifty cents) per hour to those employees who work on the afternoon or evening shift.
3. Employees shall be paid by the employer every other Thursday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular payday.
4. 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 accounts 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 A  
WAGES & CLASSIFICATIONS**

**7/1/2028 – 6/30/2029**

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

<b>Group 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Custodian	\$ 18.44	\$ 20.38	\$ 23.13	\$ 25.35
Mailroom, Shipping & Receiving Clerk	\$ 20.86	\$ 23.71	\$ 25.15	\$ 27.37
Grounds Keeper	\$ 20.86	\$ 23.71	\$ 25.15	\$ 27.37
Group Leader	\$ 21.57	\$ 24.44	\$ 27.30	\$ 30.30

<b>Group 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Facility Technician Apprentice	\$ 34.44	\$ 36.43	\$ 38.37	\$ 40.54
Facility Technician	\$ 36.43	\$ 38.37	\$ 40.54	\$ 41.33

<b>Group 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Craftsman	\$ 30.04	\$ 31.46	\$ 33.43	\$ 36.27

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.

2. The employer shall pay an additional \$0.50 (fifty cents) per hour to those employees who work on the afternoon or evening shift.
3. Employees shall be paid by the employer every other Thursday, or day preceding a holiday or bank closing day, provided such closing day falls on a regular payday.
4. 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 accounts 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 17, Grievance Procedure, but individual concerns or problems may be taken up at a Special Conference.

**1. Life Insurance**

Effective January 1, 2020, full-time employees are eligible for Life Insurance coverage in the amount of \$120,000 on the first day of the month following the employee’s official hire date.

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

**2. Medical**

The medical plan options will include at least one PPO plan option and at least one high-deductible (HSA – eligible) 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.

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

Full-time employees who elect not to participate in Oakland Community College’s medical and prescription plans and who have coverage elsewhere shall receive a medical insurance opt-out waiver of \$2,000, distributed equally, in the employee’s regular paycheck.

1. Full-time employees must establish proof of their eligibility to receive the insurance waiver by signing the medical opt out form proving coverage elsewhere.

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.

**3. Dental Insurance** - Full-time employees, their spouses, and dependent children are eligible for dental insurance coverage the first day of the month following official hire date.

<u>Option</u>	<u>Annual Benefit</u>	<u>Co-pay</u>	<u>Ortho Life Benefit</u>	<u>Cost to Employee</u>
Core	\$1,100	90/10	\$3000	0

**4. Short-Term Disability** - Full-time employees are eligible for short-term disability coverage the first day of the month following three (3) months of continued employment.

Coverage shall be as follows:

Amount of benefit: after ten (10) working days from the start of the disability, full-time employees will

be eligible for 70% of their monthly salary at the time of disability, subject to the terms and conditions of the employer’s existing group policy. Maximum benefit period is 90 days.

Upon the employee’s return from short term disability, the employee will return to their position, shift and location.

**5. Long-Term Disability**

Full-time employees are eligible for long term disability insurance coverage the first day of the month following ninety (90) days of continued employment.

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 70% (not to exceed \$10,000) 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 their medical, dental, vision, and life insurance coverage for a period not to exceed fourteen (14) months from the date of eligibility, to the extent allowed by the applicable plan or carrier.

Upon the employee’s return from long term disability, the employee will return to their position, shift and location.

**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:

<u>Options</u>	<u>Exam</u>	<u>Frames</u>	<u>Lenses</u>	<u>Contacts</u>	<u>Annual Cost to Employees</u>	<u>Annual Cash Refund</u>
Core	\$45 MD \$35 OD	\$65	52/80/94	\$125	0	0
Opt Out						\$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 their former position and shift.

Health insurance program (medical, dental, vision) shall be continued for each employee who is receiving workers' compensation, and their family, up to a maximum of fourteen (14) months from the date the employee began receiving workers' compensation payments. Employee cost sharing is required

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.
16. **Voluntary Benefits** - The college shall provide, at its sole discretion, a Voluntary Benefits program to include, but not limited to, supplemental life, pet insurance, and critical illness. Voluntary Benefits offers will be decided by the employer.

**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 Executive 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 fiscal year (July 1-June 30). Reimbursement will be made and expensed to the fiscal year in which the course ends (e.g. class begins 6/1/24 and ends 7/31/24, reimbursement will be considered as a distribution for the 2024-2025 fiscal year.)
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  
WINTER CLOSEDOWN**

**2024 - 2025**

The parties agree as follows:

1. There will be a winter closedown from December 21, 2024 through Wednesday, January 1, 2025. The College will reopen on Thursday, January 2, 2025.
2. The winter closedown shall consist of the following calendar dates:

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

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 Executive Council 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  
WINTER CLOSEDOWN**

**2025 - 2026**

The parties agree as follows:

1. There will be a winter closedown from Wednesday, December 24, 2025 through Sunday, January 4, 2026. The College will reopen on Monday, January 5, 2026.
2. The winter closedown shall consist of the following calendar dates:

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

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 Executive Council 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  
WINTER CLOSEDOWN**

**2026 – 2027**

The parties agree as follows:

1. There will be a winter closedown from Wednesday, December 23, 2026 through Sunday, January 3, 2027. The College will reopen on Monday, January 4, 2027.
2. The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Wednesday	December 23	Work Day
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

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 the Executive Council 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  
WINTER CLOSEDOWN**

**2027 – 2028**

The parties agree as follows:

1. There will be a winter closedown from Wednesday, December 22, 2027 through Sunday, January 2, 2028. The College will reopen on Monday, January 3, 2028.
2. The winter closedown shall consist of the following calendar dates:

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

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 the Executive Council no later than December 1 of each year. Any employee who works on a day designated as a “work day” will be paid at time-and-one-half for all hours worked during the winter closedown. 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  
WINTER CLOSEDOWN**

**2028 – 2029**

The parties agree as follows:

1. There will be a winter closedown from Thursday, December 21, 2028 through Monday, January 1, 2029. The College will reopen on Tuesday, January 2, 2029.
2. The winter closedown shall consist of the following calendar dates:

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

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 the Executive Council no later than December 1 of each year. Any employee who works on a day designated as a “work day” will be paid at time-and-one-half for all hours worked during the winter closedown. 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 E**

**FAMILY AND MEDICAL LEAVE ACT**

**U.S. Department of Labor**

**Wage and Hour Division**

**Pages 39-42**



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

# Fact Sheet #28: The Family and Medical Leave Act

Revised February 2023

The Family and Medical Leave Act (FMLA) provides job-protected leave from work for family and medical reasons. This fact sheet explains FMLA benefits and protections.

## ABOUT THE FMLA

The FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

**Eligible employees:** Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

**Covered employers:** Covered employers under the FMLA include:

- Private-sector employers who employ 50 or more employees in 20 or more workweeks in either the current calendar year or previous calendar year,
- Public agencies (including Federal, State, and local government employers, regardless of the number of employees), and
- Local educational agencies (including public school boards, public elementary and secondary schools, and private elementary and secondary schools, regardless of the number of employees).

**The FMLA protects** leave for:

- The birth of a child or placement of a child with the employee for adoption or foster care,
- The care for a child, spouse, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to work, and
- Reasons related to a family member's service in the military, including
  - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
  - Military caregiver leave - leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Download "[The Employee Guide to the Family and Medical Leave Act](#)" for more information about the FMLA, including how to request FMLA leave.

## USING FMLA LEAVE

Eligible employees may take:

- Up to 12 workweeks of leave in a 12-month period for any FMLA leave reason except military caregiver leave, and

- Up to 26 workweeks of military caregiver leave during a single 12-month period.

**Examples:**

- Sheila works 32 hours a week at a shoe store. When Sheila needs to take FMLA leave for 12 weeks, she may use up to 32 hours of FMLA leave a week for 12 weeks.
- Chester works 40 hours a week as an administrative assistant. When Chester needs to take FMLA leave for 12 weeks, he may use up to 40 hours of FMLA leave a week for 12 weeks.
- Kayden works 50 hours a week as a cook at a restaurant. When Kayden needs to take FMLA leave for 12 weeks, he may use up to 50 hours of FMLA leave a week for 12 weeks.

**Intermittent or reduced schedule leave.** Employees have the right to take FMLA leave all at once, or, when medically necessary, in separate blocks of time or by reducing the time they work each day or week. Intermittent or reduced schedule leave is also available for military family leave reasons. However, employees may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child only if they and their employer agree.

**Examples:**

- Sheila has a daughter who serves in the Armed Forces and was seriously injured during deployment overseas. Sheila needs FMLA leave for one-half of her usual workweek (16 hours) over the next six months to assist with her daughter's care.
- Chester has a serious mental health condition that sometimes affects his ability to work. Occasionally, when Chester is unable to work because of his mental health, he takes FMLA leave, usually for one to three weeks at a time. Chester also takes FMLA leave every now and then for an hour or two when he has an appointment to see his doctor or attend therapy to treat his condition.
- Kayden, a cook, works Tuesday through Saturday. His father, Emile, has a serious health condition. Kayden and his wife, Maeve, take turns bringing Emile to dialysis during the week. Every other Friday evening Kayden uses five hours of FMLA leave to help his father. Even though his wife helps, Kayden also occasionally uses five hours of FMLA leave on other evenings to help his father.

**Paid leave.** FMLA is job-protected, unpaid leave. Employees may use employer provided paid leave at the same time that they take FMLA leave if the reason they are using FMLA leave is covered by the employer's paid leave policy. An employer may also require an employee to use their paid leave during FMLA leave.

**Examples:**

- Sheila works for a shoe store that provides her with one week of paid vacation time every year. The store always requires employees to use their paid vacation time when they take time off from work for any reason, even if they are not taking a vacation. When Sheila takes 16 hours of FMLA leave because of her daughter's deployment with the Armed Forces to a foreign country, her employer pays her for her FMLA time off and deducts 16 hours from her one week of vacation time.
- When Chester needs FMLA leave for his own serious health condition, he uses paid sick leave that is part of his job benefits.
- The restaurant where Kayden works provides him paid sick leave that he can use for his own health needs but not for family care. Kayden also has other paid time off (PTO) that he uses when he takes leave to care for his father who has a serious health condition.

**Requesting FMLA leave.** Employees do not have to specifically ask for FMLA leave but do need to provide enough information so the employer is aware the leave may be covered by the FMLA. Employees must provide notice to their employer as soon as possible and practical that they will need to use FMLA leave. For example, if an employee knows that they have a procedure for a serious medical condition scheduled in three weeks, the employee needs to provide notice to the employer as soon as the procedure is scheduled. Employers may ask for information from the health care provider before approving FMLA leave and must allow 15 calendar days to provide the information. In some circumstances, such as when the employee's health care provider is not able to complete the certification information timely, employees must be allowed additional time.

# FMLA LEAVE BENEFITS AND PROTECTIONS

**Job protection.** Employees who use FMLA leave have the right to go back to work at their same job or to an equivalent job that has the same pay, benefits, and other terms and conditions of employment at the end of their FMLA leave. Violations of an employee's FMLA rights may include changing the number of shifts assigned to the employee, moving the employee to a location outside of their normal commuting area, or denying the employee a bonus for which they qualified before their FMLA leave.

An employer cannot threaten, discriminate against, punish, suspend, or fire an employee because they requested or used FMLA leave. Violations of an employee's FMLA rights may include actions such as writing up the employee for missing work when using FMLA leave, denying a promotion because the employee has used FMLA leave, or assessing negative attendance points for FMLA leave use.

**Group health plan benefits.** Employers are 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. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the employee's FMLA leave.

## SPECIAL FMLA RULES FOR SOME WORKERS

**FMLA Leave and Teachers.** Special rules apply to employees of elementary schools, secondary schools, and school boards. Generally, these rules apply when an employee needs intermittent leave or leave near the end of a school term.

**FMLA Eligibility for Flight Crews.** Airline flight crew employees have special hours of service eligibility requirements. For more information about the special rules for flight crew employees, see [Fact Sheet #28J](#).

## FMLA Eligibility for Servicemembers under the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Returning servicemembers are entitled to receive all rights and benefits of employment that they would have obtained if they had been continuously employed. Any period of absence from work due to USERRA-covered service counts toward an employee's months and hours of service requirements for FMLA leave eligibility.

## ADDITIONAL PROTECTIONS

### State Laws

Some States have their own family and medical leave laws. Nothing in the FMLA prevents employees from receiving protections under other laws. Workers have the right to benefit from all the laws that apply.

### Protection from Retaliation

FMLA is a federal worker protection law. Employers are prohibited from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any FMLA right. Any violations of the FMLA or the FMLA regulations constitute interfering with, restraining, or denying the exercise of rights provided by the FMLA. For more information about prohibited employer retaliation under the FMLA, see [Fact Sheet #77B](#) and [Field Assistance Bulletin 2022-2](#).

### Enforcement

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. 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. State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. 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.

## Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (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.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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