

Oakland Community College
and
Teamsters Local Union No. 214
State, County and Municipal
Workers

**Teamsters
Master Agreement**

September 20, 2017 – June 30, 2020

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AGREEMENT

This Agreement is made and entered into on September 20, 2017 by and between Oakland Community College (hereinafter referred as the “College”) and Teamsters State, County, and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters Union (hereinafter referred to as the “Union”).

PREAMBLE

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

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

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

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

Shared responsibility, open communication, collaboration;

Personal empowerment, integrity, ethical commitment;

Diversity, global awareness, responsiveness to community needs.

ARTICLE 1 -- EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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

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

ARTICLE 2 -- RECOGNITION

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

Controller; Human Resources staff; Public Safety employees; confidential employees; and all other represented bargaining unit employees.

Section 2. Project Staff (*Enterprise*) Employees. Project staff shall be defined as those full-time or part-time staff who are hired or placed by the College from outside of the Bargaining Unit for a project which is expected to be temporary. Examples of such project staff shall include, but are not limited to, staff individuals hired for special contracts with business and industry/community agencies. The College's relationship with such individuals is subject to annual review and/or continuance of funding.

- a. Those full-time project staff who are non-Bargaining Unit employees shall be eligible to join the Bargaining Unit after three (3) consecutive years of employment with the College. In the interim, Project staff, as defined herein, shall not be subject to the terms of this Agreement.
- b. Bargaining Unit employees are not disqualified from accepting project staff appointments. If they do so, they will remain subject to all terms of this Agreement (e.g., seniority, etc.) except to the extent the project's terms include conflicting terms (e.g., wages, benefits, etc.). When such conflicting terms exist, the project's terms will apply.

ARTICLE 3 -- MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 -- BOARD POLICIES INCORPORATED

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

ARTICLE 5 -- PAST OR PRESENT PROCEDURES OR PRACTICES

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

ARTICLE 6 -- SUBCONTRACTING

The Union recognizes the right of the College to subcontract bargaining unit work, provided however that said subcontracting will not result in the layoff of bargaining unit members from their present classifications, or result in termination or reduction of hours of current bargaining unit employees. The College will provide the Union with a list of contracted staff provided by staffing agencies and their respective assignments at least once per calendar quarter.

ARTICLE 7 -- NO STRIKE – NO LOCKOUT

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

Any employee, group of employees or Union Steward who instigates, aids or engages in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer may be disciplined or discharged in accordance with Article 14, Disciplinary Procedures/ Discharge.

ARTICLE 8 -- UNION DUES

Section 1. General. Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this Article, each employee in the unit covered by this Agreement has the choice of whether or not to become a Union member and pay membership dues. Financial support of the Union is not a condition of employment. For those employees who are Union members and wish to pay dues via payroll deduction, the terms of this Article shall apply.

Section 2. Check-Off. The Employer agrees to deduct from the pay of each employee from whom it receives a signed authorization to do so, all Union dues. Notwithstanding any provision of this Agreement or any authorization form, each employee's authorization to the Employer may be rescinded by the employee at any time, by written notice to the Employer's Human Resources Office and the Union. The rescission will be implemented by the Employer within 30 days of the Employer's receipt of the notice. Should the employee wish to reactivate dues deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new authorization form signed by the employee. The parties further agree that all such deductions will be designated only as "Union Dues" on the employees' pay advice.

Dues will be certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Union. So long as it is permitted by law, the Employer agrees to provide this check-off service without charge to the Union.

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

Section 3. Hold Harmless. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues, representation fees, assessments and/or initiation fees. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union assumes full responsibility for the deductions so made, once they have been sent to the Union.

Section 4. New Hires or Transfers into Bargaining Unit Positions. The Employer agrees to notify the Union in writing of the names of any newly hired, transfers into bargaining unit positions, or recently terminated employees within ten (10) work days after the Employer hires or terminates any employee covered under this Agreement.

ARTICLE 9 -- UNION REPRESENTATION

Section 1. Stewards. The Union may elect or appoint one (1) Steward and one (1) Alternate Steward in each representation area as defined below, who shall represent any or all employees working in that representational area. The Union shall also choose a Chief Steward from among the Stewards, who may represent any or all employees of Oakland Community College covered by this Agreement. The Chief Steward, or designee, shall be the primary employee representative for employees in the District Office.

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

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

Section 3. Reassignment of Stewards or Alternate Stewards. If a Steward or Alternate Steward changes his or her assignment to a different representational area, and if a new Steward or Alternate Steward (as applicable) is not elected or appointed at the time of relocation, then the steward remaining at the representational area will be deemed Steward for that representational area, and the relocated steward

shall be deemed the Alternate Steward for that representational area, for the balance of that contract year, only. Thereafter, the Union will designate a Steward and Alternate Steward in the applicable representational area per Section 1, above.

Section 4. Union Notification. The Union shall keep the Employer's Human Resources Department advised at all times in writing of the names of all Stewards and Alternate Stewards. Should the need arise to change the areas of representation for Stewards, the Union shall notify the Employer's Human Resources Department in writing of the names of the Stewards, Alternate Stewards, and the areas of representation.

Section 5. Employees shall have an opportunity to meet with, or request the services of their Steward, or Alternate Steward in the event that the regular Steward is not available, as is necessary for the investigation and adjustment of grievances provided it does not interfere substantially with the employee's work responsibilities and the Steward's or Alternate Steward's work responsibilities.

Section 6. Stewards shall have the reasonable opportunity to conduct Union business including presenting of grievances without loss of pay.

Section 7. Bargaining Committee. The Employer hereby agrees to recognize a Bargaining Committee composed of five (5) employee representatives from the bargaining unit, at least four (4) of which shall be stewards, including the Chief Steward. This Committee shall act in a representative capacity for the purpose of meeting with Employer representatives to negotiate new and modified agreements. The Employer will authorize said Bargaining Committee members to attend negotiation sessions that occur during their regular work hours without loss of pay.

Section 8. Negotiation Representatives. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.

ARTICLE 10 -- EMPLOYEE AND UNION RIGHTS

Section 1. Public Employment Relations Act. Employees and the Union as the exclusive bargaining representative of the employees, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

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

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

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

Section 5. Mailbox / Bulletin Boards. The Union shall be given access to bargaining unit members' mailboxes for the distribution of informational material and the Union and its members shall be permitted

to use assigned bulletin boards to post notices of its activities and matters of Union concern provided that all mailings and postings are identified with the author's or organization's name.

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

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

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

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

ARTICLE 11 -- SENIORITY

Section 1. Definitions.

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

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

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

Non-bargaining unit employees filling interim positions within the bargaining unit shall not accrue seniority during the interim appointment.

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

Section 3. Seniority List. After successfully completing his/her probationary period an employee shall be placed on the seniority list as of his/her date of hire. An up-to-date seniority list shall be prepared by the Employer and presented to the Union in January and July of each year and in the event of layoff. The seniority list will show, by job classification, in order of most senior to least senior the name, campus/site location, pay grade level and seniority date.

Section 4. Loss of Seniority. An employee shall be terminated and lose his/her seniority for the following reasons:

- A. The employee quits or retires;
- B. The employee is discharged for just cause and not reinstated through the grievance procedure;
- C. The employee does not report for work upon notice of recall by registered mail or telegram to his/her last known address within ten (10) working days;
- D. The employee does not show up for work for three (3) consecutive days on an unapproved basis except in the case of an emergency;
- E. The employee has been on a long-term disability (LTD) leave for two (2) years; or
- F. The employee has been on layoff status for five (5) years.

ARTICLE 12 -- PROBATIONARY PERIOD FOR NEW HIRES

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

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

ARTICLE 13 -- GRIEVANCE PROCEDURE

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

Section 1. Step I – Supervisory An employee who has a grievance should make every effort to discuss the problem informally and orally with his/her immediate supervisor, who will make every effort to reach a satisfactory solution to the problem. Most problems are solved at this level. The grievance must be presented to the Supervisor within fifteen (15) working days of its occurrence. It is the responsibility of the Supervisor to act on the problem and respond to the employee orally within five (5) working days

after receiving the grievance. However, if the employee is not satisfied with the decision of the Supervisor, he/she may proceed to the next step.

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

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

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

Section 3. Step III – Chancellor Within ten (10) working days of the completion of Step II, the Union shall present the written complaint to the Chancellor or his/her designee. The Chancellor or his/her designee will meet with the grievant, the Chief Steward, one (1) Area Steward, and the Business Agent and review all aspects of the grievance with the Union and discuss the situation with the appropriate Campus President, Executive Director or Vice Chancellor. The Chancellor or his/her designee will then reduce his/her decision to writing and provide the decision to the Business Agent within twenty (20) working days after the date of the hearing.

Section 4. Step IV - Binding Arbitration Within forty-five (45) working days after the completion of Step III, the Union must request arbitration, in writing, to the Vice Chancellor for Human Resources. During the following ten (10) working days, the parties will endeavor to mutually select an arbitrator. If they are unsuccessful, then within fifteen (15) working days of when the initial request was made, and if the Union still wishes to pursue arbitration, the Union will file a Petition for Grievance Arbitration with the Michigan Employment Relations Commission ("MERC") and provide the Vice Chancellor for Human Resources with a copy of the Petition. The Petition shall be filed in accordance with MERC's rules and procedures, and any administrative fees charged by the MERC will be shared equally by the parties. The Petition shall ask MERC to provide the parties with a list of fifteen (15) MERC-approved grievance arbitrators. During the following ten (10) working day period, the parties will confer and, beginning with the Union, alternately strike listed names until one name remains. The remaining name will be appointed the Arbitrator for that matter, and the parties shall so inform the Arbitrator.

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

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

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. However, if the party who has not arranged for a court reporter desires a

transcript, that party must split the expenses of the court reporter/transcripts. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

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

Section 5. Expedited Grievance. In the case of discharge, or by mutual agreement, other grievances, the Grievance Process will start at Step III – Chancellor/Designee level.

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

ARTICLE 14 -- DISCIPLINARY PROCEDURES/DISCHARGE

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

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

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

ARTICLE 15 -- STAFF REDUCTION (LAYOFF)

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

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

- A. Volunteers from within the classification being reduced;
- B. Contracted staff substantially performing the work of the classification being reduced.
- C. Temporary employees of the College substantially performing the work of the classification being reduced.

- D. Part-time employees of the College substantially performing the work of the classification being reduced.
- E. Interim employees in the classification being reduced will be returned to their regular classifications;
- F. Probationary employees in the classification being reduced;
- G. Full-time employees, in the classification being reduced, in order of bargaining unit seniority with the least senior bargaining unit employees laid off first on a collegewide basis, provided always that the remaining employees shall be qualified and have the ability to perform the work of the laid off employees within a twenty (20) working days acclimation period. Layoff within the classification titles of Dean shall be by classification seniority.

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

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

Section 4. Bumping/Transfers in Lieu of Layoff. Employees receiving notice of layoff may request to bump or transfer to another position at the same pay grade level, or any lower pay grade level, provided that they have more bargaining unit seniority than the person holding the position. Employees choosing to exercise their bumping rights shall provide written notice to Human Resources of their intent to bump within five (5) working days of the notice of layoff. Employees exercising bumping and/or transfer rights in accordance with this Section must hold the basic knowledge, skills and ability for the job and be capable of performing the duties in the College's reasonable judgment, with an acclimation period of no more than twenty (20) working days. **Notwithstanding the following bumping procedure, the Chief Steward shall be protected from being bumped in any cases where other employees are exercising their bumping and/or transfer rights.**

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

- A. Transfer to vacancies at the same pay grade level.
- B. Bump a less senior bargaining unit employee, as determined by the College, at the same pay grade level.
- C. Transfers to vacancies at any lower pay grade level.
- D. Bump a less senior bargaining unit employee at any lower pay grade level.
- E. Bargaining unit members who are bumped may exercise bumping/transfer rights pursuant to A through D above, but no more than two (2) displacements may result from an initial bump into a lower paying classification.

Section 5. Displaced Employees. After all bumping has occurred, the Employer agrees to give the employees who have been bumped and who are being laid off a ten (10) working day written notice of layoff prior to the effective date of the layoff.

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

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

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

ARTICLE 16 -- RECALL AND REINSTATEMENT

Section 1. Former Position. An employee on layoff status due to his/her position or work being eliminated as defined in Article 16 (Staff Reduction/Layoff) shall be recalled to the former position when that position is reinstated or when a position involving substantially the same duties and responsibilities is formed and for which he/she is qualified, provided that such recall is within three (3) years following the layoff.

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

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

Section 3. Notices of Vacancies. Announcement of available vacant positions shall be made to employees affected by layoff or bumping and to the Union by notifying the Chief Steward and bumped employees (who have not been laid off) by email, and by notifying each laid off employee by mail to the address provided by the employee to the Human Resources Department.

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

Each laid off employees shall be notified by mail at the address provided by the employee to the Human Resources Department.

Employees who bumped to another position or who have been transferred shall be notified by email.

Section 5. Recall. Recall shall be by inverse order of layoff in the affected classification. All non-probationary employees shall have the right to recall for the lesser of a period of time equal to the employee's accumulated seniority or three (3) years following the effective date of layoff. No new appointment to the bargaining unit will be made during these reinstatement periods until all laid off employees have had an opportunity to apply for any newly created positions. Employees notified under

this Article will have ten (10) working days from the date of receipt of notice to request transfer or appointment, through the Human Resources Department, to available positions for which they are qualified.

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

Any employee who has lost his/her position as a result of bumping shall be given preference, if qualified, for his/her previous position, if it becomes available within the following eighteen (18) months.

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

ARTICLE 17 -- LEAVES OF ABSENCE WITHOUT PAY

Section 1. Family and Medical Leave.

- A. The College will comply with the Family and Medical Leave Act ("FMLA"), as well as College policies and procedures, with regard to requests for unpaid leaves of absence submitted by eligible bargaining unit employees. A copy of the U.S. Department of Labor's FMLA Fact Sheet is attached as Appendix E to this Agreement. This Fact Sheet summarizes an employee's rights and obligations under the FMLA. For more details specifically applicable to the College's administration of the FMLA, go to <https://InfoMart.oaklandcc.edu> and click on Forms and Publications then HR-Benefits and look for the link to form HR-34S, Family and Medical Leave Guidelines.
- B. A bargaining unit member may, while on an FMLA leave, have the opportunity to apply, interview, and accept posted positions, provided that such activity does not contravene the orders of the treating physician.

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

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

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

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

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

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

Section 3. Other Leaves. All other unpaid leaves of absence are at the sole discretion of the College. Such leaves shall be without pay and benefits.

ARTICLE 18 -- LEAVES OF ABSENCE WITH PAY

Section 1. Vacation.

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

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

- C. Termination. In the event that employment is terminated, either voluntarily or involuntarily, the Administrative and Management staff shall receive compensation in cash at their respective current per diem base salary rates for any accrued and unused vacation days to a maximum of twenty-four (24) days, except in case of a termination due to a permanent layoff, in which case a maximum of thirty-six (36) days may be cashed out. Any additional vacation days which the Administrative or Management staff may have accrued beyond the twenty-four (24) or thirty-six (36) days, as applicable, must be taken between the date of notification of termination and the date upon which the termination becomes effective. If it is impossible for any reason to take or use all of said vacation days, unused days shall be forfeited.

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

- D. Death. In the event that administrative or management staff of the College should die while actively employed, the College shall compensate the estate in an amount equal to the number of earned vacation days in the deceased's accumulated bank at the time of death.

- E. Computation. The date of initial employment or hire with the College shall be used for computation purposes. Vacation accrued but not taken may be carried forward to the next contract period to a maximum of forty-eight (48) days.

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

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

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

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

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

Twelve (12) paid sick leave days will be awarded annually to Administrative and Management staff on the College's active payroll. Six (6) of these sick leave days will be awarded in full on July 1st. Current Administrative and Management staff will accrue the remaining six (6) of these annual sick leave days at a rate of one (1) day per month. The accrued days will be awarded one (1) day per month on the second pay of the month beginning in July. There is no sick leave or vacation accrual for unpaid leaves, workers' compensation leaves, or short-term disability/long-term disability leaves. There is no limit to sick leave accumulation. In the event of a sustained illness or injury, an employee may utilize his/her bank of sick leave for the extent of the illness (if the employee's bank has sufficient number of sick days) or the employee may opt to initiate short-term disability benefits (see Benefits) at the fifteenth (15th) consecutive calendar day of illness or injury. Should the absence due to illness or injury extend beyond a period of ninety (90) calendar days, said employee may opt to initiate long-term disability (see Benefits) at the ninety-first (91st) consecutive calendar day of illness or injury. An employee absent three (3) or more consecutive working days because of illness or injury, may be required to provide a physician's certificate substantiating their absence and authorizing the employee to return to work prior to return. An employee will not be paid for unused sick leave.

Paid sick leave may be used for absences necessary due to the employee's illness or disability. Up to ten (10) days of paid sick leave per fiscal year may be used for absences needed by the employee to provide primary care for an employee's ill or disabled spouse, parent, child or stepchild.

With the Chancellor's (or designee) approval, bargaining unit members shall be allowed to donate accrued sick days to other bargaining unit members in serious circumstances, limited to a seriously ill or disabled bargaining unit member, documented by a physician. Each bargaining unit member may donate no more than a total of six (6) sick days per fiscal year.

Section 5. Short-Term Disability. Weekly benefits are provided subject to proof of loss requirements, payable to insured when employee is disabled due to illness or injury. Weekly benefit applies on the date the period of disability begins. However, the benefit is payable for the period the disability continues after the elimination period of fourteen (14) calendar days. Accumulated sick days, if any, will be used to satisfy the fourteen (14) calendar day elimination period for short-term disability benefits. The benefit will not be payable for longer than the maximum duration of thirteen (13) weeks for one (1) continuous period of disability whether from one (1) or more causes.

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

Benefits are payable only while under continuous care of a licensed physician. The College reserves the right to designate a licensed physician in order to conduct an independent medical exam. A bargaining unit member may, while on a short-term disability leave, have the opportunity to apply, interview, and accept posted positions, provided that such activity does not contravene the orders of the treating physician.

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

Employee Options:

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

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

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

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

disability benefits. Benefits continue throughout the period of disability pending required proof of disability from your physician. The duration of benefits is as follows:

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

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

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

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

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

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

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

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

Paid bereavement leave for a period of three (3) days with pay shall be available to the employee in the case of death of any member of the employee's or spouse's immediate family. The employee may also use up to five (5) days from available Personal Business and Vacation days in the event of such deaths, if requested.

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

Section 9. Jury Duty. Jury duty leave shall be available to the employee who is summoned as a juror or subpoenaed as a witness in any judicial proceeding not of his/her own initiative. The term of the leave shall be the length of the judicial proceedings if the employee serves as a juror, or the time spent testifying if the employee is called as a witness. An employee so summoned shall endorse to the College any warrant or voucher issued for services as such juror or witness, less travel allowance Employees

summoned as jurors shall advise their supervisors as far in advance as possible as to the service dates and provide a copy of the court documents ordering their appearance. In proceedings wherein the employee is released prior to 12 noon, the employee is expected to return to work.

ARTICLE 19 -- EMPLOYMENT PROCESS, VACANCIES

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

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

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

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

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

Section 4. Selection Process.

- A. **Advertising Staff Positions and Recruitment of Candidates:**
 - 1. The Employer shall determine if and when a vacancy will be filled. The Employer shall notify the Union if a vacancy is not to be filled and how the remaining work is to be accomplished.

2. Prior to advertising any new bargaining unit position, the job description and pay grade level for the vacant position shall be reviewed and/or developed by the College.
3. Whenever a vacancy shall occur in the bargaining unit that the Employer intends to fill, the Employer shall prepare, publish, distribute and post the vacancy on the College's intranet (InfoMart) as well as on external sites.
4. No vacancy shall be filled, except on a temporary basis, until such vacancy has been advertised for at least ten (10) working days.
5. All bargaining unit positions will be filled by the most qualified candidate as determined by the College. When the College fills any vacant bargaining unit position, qualifications such as experience, education, knowledge of and proficiency to perform the job, as well as seniority, shall be considered.
6. All open bargaining unit positions shall be open and advertised internally and externally simultaneously.
7. Transfers When an operation transfers or divisions or fractions thereof are transferred, from one site to another for a period of more than seven (7) regularly scheduled working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. When a transfer occurs in accordance with this Section, the employee involved shall have at least five (5) regularly scheduled working days notice.
8. When a vacancy occurs at another site, a bargaining unit employee currently holding the same classification, upon application, shall be granted the transfer.

Section 5. Interview and Selection of Candidates The Vice Chancellor for Human Resources shall have custody of all candidate's credentials and shall be responsible for the distribution of credentials and other appropriate information to the interviewing committee.

1. When any bargaining unit vacancy is posted an interviewing committee will be formed in accordance with the College's established hiring procedures.
2. When practicable, the interviewing committee will include an opportunity for a minimum of two (2) College employees in unit positions to be included in the interview process to provide feedback on the internal and external applicants. When the College determines it to be feasible and appropriate, at least one of the unit employees included in the interview process shall be a steward or alternate steward.
3. When practicable, all qualified applicants from within the unit will be included as candidates within the interview process for unit positions.

Section 6. Notification Process.

- A. All interviewed applicants from within the College will be notified by the Department of Human Resources or their immediate supervisor via email concerning the decision relating his/her application within two (2) working days of the Chancellor's approval of the successful applicant and such applicant's acceptance of the position.

- B. The Department of Human Resources shall be responsible for setting up a meeting with the new employee to discuss payroll and fringe benefits and will advise them that the collective bargaining agreement and employee handbook are available on InfoMart.

Section 7. Specific Policies.

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

**ARTICLE 20 -- PROMOTION, MOVING TO LOWER PAY GRADE LEVEL,
AND INTERIM APPOINTMENTS**

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

Section 2. Moving to Lower Pay Grade Level. When a member applies for and is selected for a position in a lower pay grade level, or bumps into a lower pay grade level, he/she shall be placed on the same step in the lower level that he/she is on in his/her current level or the step that is at most ten percent (10%) lower than his/her current base pay, whichever is greater.

Section 3. Interim Appointments.

- A. An interim assignment is a temporary assignment wherein an incumbent assumes, on a temporary basis, a position/title within a higher pay grade level than the incumbent's existing position/title. Such an assignment for less than thirty (30) calendar days will not have a salary adjustment. When an interim assignment is for more than thirty (30) calendar days the member shall be paid at the step in the higher pay grade level which is at least ten percent (10%) higher than his/her current base pay, retroactive to the first (1st) day of the interim assignment. Wages paid to non-bargaining unit employees in interim positions shall be no less than step 1 of the applicable pay grade. Interim assignments shall not exceed six (6) months unless agreed to by the College and the Union.
- B. When the College determines to fill an interim assignment with a College employee, the most senior interested qualified employee in a unit position will be placed in the interim assignment unless the education and work experience of another interested individual related to the interim position are superior to that of the most senior employee. Prior to finalizing an interim assignment, the College will provide the Union with the opportunity to meet to discuss its

placement decision on an interim assignment, but the College's placement decision shall not be subject to the grievance procedure.

- C. Where applicable, employees in an interim position shall continue to be governed by their "home" contract during the length of the interim appointment.

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

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

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

ARTICLE 21 -- ADJUNCT TEACHING

Bargaining unit employees may teach part-time at the College provided they meet the required minimum qualifications as identified in the Faculty Master Agreement. For each semester of teaching, employees who wish to teach part-time at the College must have the prior written approval of the Vice Chancellor for Academic Affairs (or designee) and the Vice Chancellor for Human Resources (or designee). It shall be the responsibility of the Vice Chancellor for Academic Affairs to obtain the Vice Chancellor for Human Resources' approval and to notify the employee of the decision. Part-time teaching by unit employees is limited by the provisions of the Faculty Master Agreement.

Compensation for part-time teaching by unit employees shall be at the highest adjunct faculty pay rate in effect at that time per the College's regular pay practices. Adjunct work shall not relieve the employee from fully and effectively performing the employee's regular job duties, and any time spent teaching under this provision during the employee's workday shall be made up during that same workweek.

ARTICLE 22 -- BENEFITS

All insurance coverage shall be in accordance with the provisions and requirements of the group policies and shall not be subject to the grievance procedure. A bargaining unit member or spouse cannot be enrolled in any OCC benefit both as the subscriber and as a spouse. In the case of both parents being eligible for OCC benefits, dependents are eligible for coverage under only one parent.

Section 1. Life Insurance:

- A) Term Life. Term life insurance is effective the first (1st) day of the second (2nd) full month following date of hire. The benefit will be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

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

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

- B) Additional Optional Term Life. Optional term life insurance is available in an amount up to one hundred twenty thousand dollars (\$120,000) at the bargaining unit member's expense through payroll deduction at rates established for the bargaining unit member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods. Coverage shall be reduced beginning at age sixty-five (65) according to the following table:

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

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

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

Effective January 1, 2017:

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

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

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

The medical coverage plan options provided for the College's exempt management employees will be provided to employees as plan options for elected coverage. These medical plan options will include at least one PPO plan option and at least one High-Deductible (HSA accompanied) plan option. Summary Plan Descriptions for each medical coverage plan option offered by the College will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire.

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

Opt Out - \$1,000 cash payment annually

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

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

<u>Options</u>	<u>Annual Benefit</u>	<u>Cost Sharing</u>	<u>Ortho Life Benefit</u>	<u>Annual Cost To Employee</u>	<u>Cash Refund</u>
CORE	\$1,000	80/20%	\$2,000	0	0
OPT. I	\$1,000	80/20%	\$3,000	\$48	0
OPT. II	\$1,200	90/10%	\$2,000	\$96	0
Opt Out				0	\$150

Note: Preventative services paid at 100% of reasonable and customary, subject to maximum benefit. One additional cleaning paid at 100% of reasonable and customary during pregnancy, subject to maximum benefit.

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

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

Section 5. Flexible Spending/Reimbursement Account. Employee Flexible Spending/Reimbursement Accounts may be established effective the first (1st) day of the first (1st) full month following the date of hire, subject to open enrollment periods. An employee in a bargaining unit position may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care, Dependent Care, and Adoption expenses with employee pre-tax dollars

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and the annual minimum and maximum dollar contributions for allowable expenses will be consistent with the limits established by the IRS.

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

Section 7. Retirement:

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

PLAN PROVIDER:	Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF)	
RATING:	A++ (Superior)	
EFFECTIVE DATE:	July 1, 1997	
90-DAY WINDOW:	April 1, 1997 through June 30, 1997	
ELIGIBILITY:	Full Time Faculty, Supervisors and Managers	
CONTRIBUTIONS:	Employer: 11% Employee: 4%	
	Employee's contribution rate shall be equal to the MIP contribution rate:	
	First \$5,000 of salary	3.0% of gross wages
	\$5,001 through \$15,000	3.6% of gross wages
	\$Over \$15,000	4.3% of gross wages
VESTING:	Full/Immediate	
SELECTION OF ACCOUNTS:	Seven account choices selectable by the Employee.	
WITHDRAWAL RULES:	Cash or annuity - 100% at age 55 or older	
TRANSPORTABILITY:	Nationwide	
HEALTH, DENTAL, VISION:	None	

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

ARTICLE 23 -- TUITION WAIVER

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

ARTICLE 24 -- TUITION REIMBURSEMENT

The College shall appropriate \$35,000 each year in its operating budget to be used to pay bargaining unit members' tuition for course work which satisfies all of the following conditions:

- A. Course work or a program of study must be pertinent to the needs of the College and/or duties of the employee. The course work or program of study must be taken at an accredited institution of higher education. The course work must provide the employee with additional areas of competence.
- B. All course work applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. Courses may be authorized during normal working hours if authorized in writing by supervisor and appropriate member of Chancellor's Cabinet.
- C. Reimbursement is for tuition and fees but does not include reimbursement for books, or any other related expenses.
- D. The tuition reimbursement period will be for the fiscal year (July 1 to June 30).
- E. Employees applying for tuition reimbursement must provide to the Human Resources Office a completed Tuition Reimbursement Application, a completed check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan of work. Such courses must have grade(s) of a "B" or higher and the courses must be completed within the fiscal year.
- F. Incomplete ("I") grades must be made up within the same or following fiscal year in order to receive reimbursement. Incomplete grades not made up in the same or following fiscal year shall not be eligible for reimbursement in future years.
- G. Upon the effective date of this Agreement, the maximum total of tuition and fees paid to any individual will be a maximum of \$600 per credit hour up to a maximum of \$5,000 for the 2017-18 and 2018-19 fiscal years, and effective July 1, 2019, will be up to a maximum of \$625 dollars per credit hour up to a maximum of \$5,250 dollars per fiscal year. If tuition and fees are less than the applicable maximum per credit hour, reimbursement will be for the amount of the actual receipt.
- H. Continuing education courses will be reimbursed only if a grade is awarded.
- I. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement except when required for degree completion, subject to approval by the Human Resources Department.
- J. Receipts and official/or copy of grade report with check request must be submitted within 30 days of course completion. When possible, reimbursement will be made twenty (20) days following submission of official grade report/or copy and valid tuition receipt.
- K. Each employee must complete the Tuition Reimbursement Application form as a prerequisite to receiving tuition reimbursement payments.

ARTICLE 25 -- SABBATICAL LEAVE

Section 1. Sabbatical Leave. OCC provides educational leaves of absence with pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties at

OCC. Full-time Administrative and Management Staff employees are eligible to request educational leave as described below.

Sabbatical Leave is available to employees for study and research and for the purpose of encouraging scholarly achievement. Applicants recommended for approval by the Sabbatical Leave Committee will be submitted to the Chancellor for his review and approval. Sabbatical recommendations are not subject to the Grievance Procedure.

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

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

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

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

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

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

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

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

Filing date for sabbatical leaves shall be as follows:

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

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

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

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

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

ARTICLE 26 -- WAGES

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

Individuals will only be paid at steps included in the salary schedule. Individuals hired or promoted into a unit position on or after January 1st will not be eligible for any step advancement on the salary schedule until the commencement of the second fiscal year (July 1st) following his/her hire or promotion. The salary schedule provided in Appendix B shall be considered as part of the contract.

ARTICLE 27 -- WORK SCHEDULES

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

ARTICLE 28 -- SMOKING IN COLLEGE FACILITIES

Smoking is strictly prohibited on College-owned or leased property.

ARTICLE 29 -- DRUG FREE WORK ENVIRONMENT

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

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

ARTICLE 30 -- ANNUAL EVALUATION

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

ARTICLE 31 -- CONFLICTS OF INTEREST

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

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

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

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

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

ARTICLE 32 -- PROFESSIONAL RESPONSIBILITIES

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

ARTICLE 33 -- PROFESSIONAL DEVELOPMENT

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

Individuals may request supervisory approval to attend and/or participate in other staff development and/or cross-training activities however the supervisor may deny such request and a denial shall not be subject to the grievance process.

The parties agree that any approved staff development and/or cross-training activities will be paid for by the College, and further that said activities and training will occur without a loss of pay. The parties also

agree to establish a joint committee to consider staff development and/or cross-training needs for employees within the College. This joint committee shall meet at least once annually for the purpose of engaging in dialogue specific to staff development and/or cross-training needs and to make recommendations for appropriate consideration by the Chancellor's cabinet.

ARTICLE 34 -- WAIVER

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

ARTICLE 35 -- SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 36 -- TERMINATION AND MODIFICATION

Unless otherwise provided herein, this Agreement shall become effective upon formal ratification by both parties and shall remain in full force and effect until June 30, 2020.

Section 1. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the then current year's termination date.

Section 2. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of desire to negotiate. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. The salary schedule (Appendix B) and health insurance (Article 23, Section 2) for the 2019-2020 contract year shall be subject to a re-opener, with negotiations to commence after notice by either party after March 1, 2019.

ARTICLE 37 – SPECIAL CONFERENCES

Special Conferences for important matters will be arranged at a mutually agreed upon time between the designated representatives of the Union and College upon the request of either party. Such meetings shall involve up to three (3) representatives each from the Union and College, provided however that an additional representative from Local 214 and Human Resources may attend. These meetings may also be attended by a representative of the International Union. Arrangements for such Special Conferences shall be made in advance, and an agenda of 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. Any employee attending a Special Conference during scheduled work hours shall not suffer loss of income. The Union will provide the Employer with the names of Union individuals to attend a Special Conference at the time the conference is requested.

OAKLAND COMMUNITY COLLEGE

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

Robert Boonin
Chief Bargainer

Mark Gaffney
Business Representative
Chief Negotiator

Jasen M. Witt
Associate Vice Chancellor for Human Resources

James V. Seewald, Jr.
Chief Steward

Gary Casey
Director of Employee Relations

Marikay L. Clancy
Bargainer

Timothy Sherwood
Associate Vice Chancellor for Academic Affairs

Douglas P. Kolly
Bargainer

Charles S. Flagg
Executive Director of Technology Infrastructure

Pamela E. Ryals
Bargainer

Timothy L. Walter
Bargainer

APPENDIX A

CLASSIFICATION AND SALARY GRADE SCHEDULE

ADMINISTRATIVE STAFF

<u>Classification Title</u>	<u>Pay Grade</u>
Academic Dean	D63
Dean of Student Services	
Director of Application Services	D62
Director of Client Technology Services	
Director of Network Administration	
Director of Physical Facilities	
Director of Purchasing/Auxiliary Services	
Associate Academic Dean	D61
Associate Dean, Student Services	
Director of Institutional Reporting	
Director of Student Financial Resources and Scholarships	
Registrar	
Associate Director of Financial Aid (Systems and Operations)	C51
Director of Admissions	
Director of Athletics	
Director of Student Learning Assessment	
Director of Technical Programs and Apprenticeships	

MANAGEMENT STAFF

Auxiliary Services Manager	C51
Business Manager	
Business Services Manager	
IT Project Analyst	C51
Manager of Multi Media and Web Services	
Manager of Desktop Support	
Manager of Library Technical Services	
Manager, Online Learning Technologies	
Program Manager – Economic and Workforce Development	
System Administrator (Datatel) (Windows Exchange)	
ACCESS Coordinator	C42
Coordinator of Library Electronic Resources	
Director of Diagnostic Medical Sonography & Radiologic Technology	
Director of Law Enforcement Training	
Financial Aid Manager	
International Student Advisor	
Instructional Designer	
Instructional Technologist	
Manager of Banking Services	

CLASSIFICATION AND SALARY GRADE SCHEDULE - (CONTINUED)

<u>Classification Title</u>	<u>Pay Grade</u>
Manager of Campus Facilities	C42
Network Specialist	
Program Coordinator - Massage Therapy	
Program Coordinator – Economic and Workforce Development	
Program Director of Respiratory Therapy	
Program Director, Surgical Technology Program	
Programmer Analyst (Datatel) (Web)	
Technical Webmaster	
Web Application Specialist	
Accounting Supervisor/Accounts Payable/Payroll	C41
Accounting Supervisor/Accounts Receivable/General Ledger	
Admissions Coordinator	
Apprentice Coordinator	
Clinical Coordinator of Diagnostic Medical Sonography	
Clinical Coordinator/Clinical Education Director of Radiologic Technology	
Cooperative Education Coordinator	
Coordinator of Athletics and H-Building Operations	
Coordinator, Oakland Community College Foundation	
Digital Strategist	
Director of Clinical Education/Respiratory Therapy	
Financial Aid Officer	
Financial Analyst	
Multimedia and Mobile Learning Support Specialist	
Program Coordinator – Construction Management	
Program Coordinator – Legal Assistant Program	
Research Analyst	
Bookstore Manager	B31
Buyer	
Energy Manager	
Research Associate	
Theatre Manager	
Desktop Support Specialist	B22
Research Assistant	B21

APPENDIX B-1

**ADMINISTRATIVE AND MANAGEMENT STAFF UNION
2017-2018 SALARY SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D63	74,594	78,638	84,748	86,724	90,770	94,814	98,857	102,901	106,947	110,990	115,033	118,494
D62	73,314	77,786	83,455	85,473	89,525	93,581	97,633	101,687	105,740	109,795	113,848	117,321
D61	67,596	71,334	76,949	78,808	82,547	86,284	90,022	93,758	97,495	101,232	104,971	108,176
C51	61,889	64,706	69,210	70,341	73,160	75,977	78,795	81,612	84,431	87,247	90,064	92,429
C42	55,890	58,436	62,509	63,531	66,076	68,624	71,169	73,717	76,263	78,809	81,357	83,493
C41	51,596	53,946	57,701	58,646	60,996	63,346	65,696	68,044	70,396	72,744	75,096	77,067
B31	49,477	51,244	54,335	54,776	56,544	58,309	60,074	61,843	63,608	65,374	67,140	68,569
B22	45,236	46,851	49,676	50,079	51,694	53,308	54,923	56,539	58,151	59,766	61,381	62,686
B21	42,408	43,921	46,570	46,949	48,461	49,977	51,490	53,005	54,518	56,033	57,546	58,771
A12	36,178	37,470	39,731	40,053	41,346	42,637	43,927	45,219	46,510	47,801	49,093	50,139
A11	32,559	33,721	35,756	36,047	37,209	38,371	39,534	40,697	41,860	43,023	44,184	45,127

- 1) Each employee on Step 12 as of December 31, 2016 will receive a lump sum, off-schedule payment of 1% to be paid no later than the third pay after the effective date of this Agreement.

- 2) Current employees employed by (or promoted by) the College in a unit position on or before December 31, 2016, shall move one step, as applicable, without retroactivity per State law.

APPENDIX B-2

**ADMINISTRATIVE AND MANAGEMENT STAFF UNION
2018-2019 SALARY SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D63	76,085	80,211	86,443	88,459	92,585	96,710	100,835	104,959	109,086	113,210	117,333	120,272
D62	74,780	79,342	85,124	87,182	91,316	95,453	99,586	103,721	107,855	111,991	116,125	119,081
D61	68,948	72,760	78,488	80,384	84,197	88,010	91,823	95,634	99,445	103,257	107,071	109,798
C51	63,126	66,000	70,594	71,748	74,623	77,496	80,371	83,244	86,119	88,992	91,865	93,815
C42	57,008	59,605	63,759	64,801	67,397	69,996	72,593	75,192	77,789	80,385	82,984	84,745
C41	52,628	55,025	58,855	59,819	62,216	64,613	67,010	69,405	71,804	74,199	76,598	78,223
B31	50,467	52,269	55,422	55,872	57,675	59,476	61,275	63,079	64,880	66,681	68,483	69,598
B22	46,141	47,788	50,670	51,081	52,727	54,374	56,021	57,669	59,314	60,961	62,608	63,627
B21	43,256	44,800	47,502	47,888	49,430	50,976	52,519	54,065	55,608	57,153	58,697	59,652
A12	36,902	38,219	40,526	40,854	42,173	43,490	44,806	46,123	47,440	48,757	50,074	50,891
A11	33,211	34,396	36,471	36,768	37,953	39,139	40,325	41,511	42,697	43,883	45,068	45,804

- 1) Each employee on Step 12 as of December 31, 2017 will receive a lump sum, off-schedule payment of 1% to be paid no later than July 31, 2018.
- 2) Current employees employed by (or promoted by) the College in a unit position on or before December 31, 2017, shall move one step, as applicable, effective July 1, 2018.

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

Name _____

Date: ____/____/____

Office Phone Number _____

Classification Title _____

Campus Location _____

How long employed? _____ Steward's Name _____

STEP 1 - Supervisory

Article(s) Violated:

Grievance: _____

Remedy Requested:

Employee Signature _____ **Date:** ____/____/____

A verbal discussion was conducted with my supervisor on: _____ **Date:** ____/____/____

Supervisor's Signature _____ **Date:** ____/____/____

REQUEST: DENIED _____ ACCEPTED _____

APPENDIX D-1

2017 WINTER CLOSEDOWN

The parties agree as follows:

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

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Friday	December 22	Holiday
Saturday	December 23	Saturday
Sunday	December 24	Sunday
Monday	December 25	Holiday
Tuesday	December 26	Work Day
Wednesday	December 27	Work Day
Thursday	December 28	Work Day
Friday	December 29	Holiday
Saturday	December 30	Saturday
Sunday	December 31	Sunday
Monday	January 1	Holiday
Tuesday	January 2	Work Day
Wednesday	January 3	Return to Work

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College
 - B. Two (2) personal business days, plus two (2) days of paid time from the College
 - C. Any combination of A and B
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay
- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1 of each year. For bargaining unit positions subject to overtime, employees who work during the closedown on those work days specified above will be paid at time-and-one-half for all hours worked. For any bargaining unit member working during the closedown, an equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX D-2

2018 WINTER CLOSEDOWN

The parties agree as follows:

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

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

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College
 - B. Two (2) personal business days, plus two (2) days of paid time from the College
 - C. Any combination of A and B
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay
- 5) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1 of each year. For bargaining unit positions subject to overtime, employees who work during the closedown on those work days specified above will be paid at time-and-one-half for all hours worked. For any bargaining unit member working during the closedown, an equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX D-3

2019 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Saturday, December 21, 2019 through Wednesday, January 1, 2020.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Saturday	December 21	Saturday
Sunday	December 22	Sunday
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
Thursday	January 2	Return to Work

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College
 - B. Two (2) personal business days, plus two (2) days of paid time from the College
 - C. Any combination of A and B
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay
- 6) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor's Cabinet no later than December 1 of each year. For bargaining unit positions subject to overtime, employees who work during the closedown on those work days specified above will be paid at time-and-one-half for all hours worked. For any bargaining unit member working during the closedown, an equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX E

Family and Medical Leave Act

U.S. Department of Labor

Wage and Hour Division

Pages 40-43

Fact Sheet #28: The Family and Medical Leave Act

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

COVERED EMPLOYERS

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

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

ELIGIBLE EMPLOYEES

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

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

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

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

LEAVE ENTITLEMENT

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

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

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

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

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

NOTICE

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

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

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA. Covered employers may be subject to a civil money penalty for willful failure to post. For current penalty amounts, see www.dol.gov/whd/fmla/applicable_laws.htm;
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

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

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

CERTIFICATION

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

JOB RESTORATION AND HEALTH BENEFITS

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

OTHER PROVISIONS

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

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

ENFORCEMENT

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

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

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

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

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

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

LETTER OF AGREEMENT #1
BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
TEAMSTERS LOCAL 214

Re: Sick Time Payout

Oakland Community College (the "College") and Teamsters Local Union No. 214 (the "Union") herein mutually agree as follows:

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

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

OAKLAND COMMUNITY COLLEGE

TEAMSTERS LOCAL UNION NO. 214

Jasen M. Witt
Associate Vice Chancellor for Human Resources

Mark Gaffney
Business Representative

Date: _____

Date: _____

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