

Oakland Community College  
and  
AFSCME Local 2042

**Classified**  
**Master Agreement**

**October 29, 2015 – June 30, 2017**

**Ratified by AFSCME LOCAL 2042 on September 29, 2015**

**Approved by the Board of Trustees on October 28, 2015**

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**OAKLAND COMMUNITY COLLEGE  
AGREEMENT**

This Agreement is made on October 29, 2015, between Oakland Community College, hereinafter referred to as the “Employer” or “College” and Local 2042 chartered by and affiliated with Michigan Council No. 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

**ARTICLE 1  
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms, wages, hours and working conditions, and to promote orderly, peaceful, friendly and cooperative labor relations for the mutual interest of the Employer and the Classified Personnel of Oakland Community College, in positions covered by this Agreement, and that further, this paragraph is not subject to the Grievance Procedure. The parties recognize that the interest of the community depends upon the Employer's and the employees' success in establishing a proper service to the community.

It is mutually agreed that the headings used in this Agreement and the exhibits are for reference only and that they neither add to nor subtract from the meaning. Whenever the words “s/he” or “employee” are used in this Agreement, it shall be deemed to include both male and female gender.

**ARTICLE 2  
RECOGNITION AND NON-DISCRIMINATION**

- A. Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this agreement for all employees of the Employer included in positions covered under the bargaining unit as follows:

All non-instructional classified employees, but excluding food service employees, maintenance and custodial employees, confidential employees, security employees, supervisors, and temporary employees.

- B. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against or harass any employee because of race, religion, color, national origin, sex (including sexual harassment), sexual orientation, age, height, weight, marital status, disability or veteran status; nor shall the Employer or its agents, or the Union, its agents or members, discriminate against any employee because of his/her exercising those rights guaranteed by State or Federal Law. Those concerned about the above should contact the Human Resources Department.

The Union fully supports the College’s mission statement and will work collaboratively with the College to ensure that all employees hired or promoted are committed to work in a team effort and recognizes the need to work in a multicultural and diverse working environment.

**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 AID TO OTHER UNIONS**

The Employer and its administrative staff will not aid or promote any group or organization of classified employees of the type covered by this contract which purports to engage in collective bargaining or make any Agreement with such group or organization for the purpose of undermining the Union.

#### **ARTICLE 5 DUES DEDUCTION**

- A. The Employer shall deduct current membership dues from the wages of bargaining unit members upon completion of the probationary period provided that the employee has authorized a dues deduction in writing to the Employer. The Union will provide the Employer with authorized dues deduction forms as executed by the employees.
- B. The Employer will deduct from the pay of employees in any month only the Union membership dues becoming due and payable in such month. The deduction shall be made from the pay of the employees for the first pay period ending in the calendar month. Any bargaining unit member may revoke his or her dues deduction authorization by providing the Employer and Union with 30 days' written notice by mail.
- C. All sums deducted shall be remitted to Michigan AFSCME Council 25 not later than the last day of the calendar month within which such deductions are made, along with a list of employees from whom the dues were deducted, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.
- D. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

- E. Bargaining unit members may contribute to Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.). Interested employees should contact the President of Local 2042.

## **ARTICLE 6 REGIONAL WORK SITES**

For staffing purposes there shall be three (3) Regional Work Sites within the bargaining unit as follows:

- 1. Auburn Hills Campus: Auburn Hills, Michigan.

**AND**

District Office: Bee Administration Center, Bloomfield Hills, Michigan; and any other District Office sites established within a ten (10) mile radius of Bee Administration Center.

- 2. Highland Lakes Campus: Waterford, Michigan.

- 3. Orchard Ridge Campus: Farmington Hills, Michigan.

**AND**

Royal Oak/Southfield Campus: Royal Oak and Southfield, Michigan.

When the College finds it necessary to move an employee to another work site the College will first ask for volunteers. If there are no volunteers, the College will move the least senior employee in the affected department and classification first. Employee(s) shall be given a ten (10) working day notice of a change in work site.

## **ARTICLE 7 STEWARDS**

- A. There shall be two Stewards at each of the College's six (6) campuses: Auburn Hills, District Office, Highland Lakes, Orchard Ridge, Royal Oak and Southfield, who shall represent all or any employees working on that campus and a Chief Steward who may represent all or any employees of Oakland Community College covered by this Agreement. Any newly created sites which have more than five (5) employees shall have the opportunity to have two (2) stewards at that site.
- B. A substitute shall be named in the absence of a campus steward and the office of the immediate supervisor shall be notified.
- C. Stewards, during their working hours, may -- in accordance with the terms of this Article -- investigate and present grievances as outlined in the Grievance Procedure upon having advised their supervisor of same. The supervisor will grant permission and provide stewards sufficient release time for these purposes. Such time will be granted as soon as possible but in any event not later than the next regularly scheduled working day. The privilege of Stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; any alleged abuse by either party will be a proper subject for a Special Conference.
- D. The Union will furnish to the Employer a continuously updated list of officers, stewards and substitutes. A Steward Committee, consisting of all Campus Stewards and the Union's Executive Board, shall meet during their working hours without loss of pay, two (2) times per year, for the

purpose of proactively discussing union issues, for a maximum of four (4) hours (including “travel” time) each meeting.

- E. The Employer will furnish the Union Chief Steward with an updated list, each January and July, of immediate supervisors with administrative authority on each campus, the names and titles of members of Chancellor’s Cabinet, with whom the Steward will deal in processing a grievance.

## **ARTICLE 8 SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged at a mutually agreed upon time between the Local President and the designated representatives of the Employer upon the request of either party. Such meetings shall involve up to four (4) representatives each from the Union and College, provided however that an additional representative from Council 25 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 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.

Any dispute not resolved in a Special Conference may be submitted at step 4 of the grievance process.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**A. Purpose:**

The purpose of the grievance procedure is to secure, at the lowest possible step, equitable solutions to the grievances arising under this Agreement.

**B. Time Limits:**

Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to have been withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure. It is understood and agreed that the time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

**C. Group Grievance:**

There are three (3) types of group grievances (two or more employees). Group grievances will include the names of all affected employees known at that time and a statement to the effect that it is a group grievance.

1. One Representational Area - one supervisor

If a group of employees from one representational area are involved in the same issue, the grievance shall be submitted in writing to their immediate supervisor (or designee). It shall be submitted at Step 2 by the Union on behalf of all similarly affected employees.



2. One Representational Area - multiple supervisors

If a group of employees from one representational area are involved in the same issue, the grievance shall be submitted in writing to the Campus President (or designee), or in the case of the District Office sites, the appropriate member of Chancellor's Cabinet. It shall be submitted at Step 3 by the Union on behalf of all similarly affected employees.

3. Class Action

When a contract violation is alleged that may have bargaining unit-wide consequences, the grievance shall be submitted in writing to the Campus President (or designee), or in the case of the District Office sites, the appropriate member of Chancellor's Cabinet.

In the event a group of employees from two (2) or more representational areas are involved in the same issue, it shall be presented, in writing, as a group grievance to the College's Chief Human Resources Officer (or designee), and processed at Step 4, of the grievance procedure by the Union on behalf of all similarly affected employees.

If a group of employees from one representational area are involved in the same issue, it shall be presented in writing as a group grievance to the Campus President (or designee) or, in the case of the District Office sites, the appropriate member of Chancellor's Cabinet and processed at Step 3 of the grievance procedure by the Union on behalf of all similarly affected employees. Group grievances will include the names of all affected employees known at that time and a statement to the effect that it is a group grievance.

**D. Cross Representational Area (Campus/Location) Grievance:**

In the event that the employee(s) has/have a cross representational area grievance, it shall be presented to the immediate supervisor at the representational area where the alleged dispute arose, and processed by the President of Local 2042 (or designee) in accordance with the grievance procedure, beginning with Step 1.

**E. Grievance Participation:**

The grievant may be present at any and all grievance hearings.

**F. Withdrawal of Grievance:**

A grievance may be withdrawn by the Union at any step of the grievance procedure.

**G. Waiver:**

Any step of the grievance procedure may be waived with the written consent of the College, the aggrieved party, and the Union. Grievances relating to discharge shall be positioned at Step 4 of grievance procedure.

**H. Union Officers--Time Off:**

The Local President (or designee), where appropriate in the grievance procedure, shall be permitted to investigate and present grievances during working hours without loss of pay.

**I. Steps of the Grievance Procedure:**

Grievances shall be presented at Step 1 of the grievance procedure within twenty-five (25) regularly scheduled working days of the event or occurrence, or knowledge of such event or occurrence, otherwise the grievance shall not be a justifiable grievance. The Local President and Chief Steward, as well as the College's Chief Human Resources Officer (or designee), shall be notified, in writing, of all grievance filings and settlements at any step.

**Step 1:**

- a. Employees who feel they have a grievance shall first discuss the grievance with his representational (campus/location) area steward.
- b. The steward will then discuss the grievance with the employee's appropriate representational (campus/location) immediate supervisor.
- c. If the grievance is settled at this step within five (5) regularly scheduled working days and the settlement involves compensation, the Local President and College's Chief Human Resources Officer (or designee) will be notified, in writing, of the proposed settlement.

**Step 2:**

- a. If the grievance is not settled at Step 1, the grievance shall be presented in writing on a standard form, signed by the employee, stating the facts and conditions on which it is based, the date of occurrence, article(s) and section(s) of the contract alleged to have been violated, to the appropriate representational area supervisor and to the College's Chief Human Resources Officer (or designee) within five (5) regularly scheduled working days after the discussion provided for in Step 1.
- b. The employee's immediate supervisor shall, within five (5) regularly scheduled working days after receipt of the grievance, answer the grievance in writing with copies to the employee, steward, the President of the Local Union and the College's Chief Human Resources Officer (or designee).

**Step 3:**

- a. If the grievance is not settled at Step 2, it may be appealed to the Campus President or, in the case of the District Office sites, the appropriate member of Chancellor's Cabinet within five (5) regularly scheduled working days after receipt of an answer provided for in Step 2(b).
- b. The President or the appropriate member of Chancellor's Cabinet shall, within five (5) regularly scheduled working days after receipt of the appealed grievance, answer the appealed grievance in writing with a copy to the employee, the steward, the President of the Local Union and the College's Chief Human Resources Officer (or designee).

**Step 4:**

- a. If the grievance has not been settled in Step 3, and if it is to be appealed to the fourth step, a written notice of such appeal must be sent to the office of the College's Chief Human Resources Officer (or designee), within ten (10) regularly scheduled working days after receipt of the answer provided for in Step 3(b).
- b. The Local President and two other Union representatives, one of whom shall be from the Council, and the College's Chief Human Resources Officer (or designee), and other appropriate Employer's representatives shall meet to consider the grievance within fifteen (15) regularly scheduled working days after the office of the College's Chief Human Resources Officer (or designee) receives notice of appeal to Step 4. However, the availability of the Council's representative shall not unreasonably delay the time limits stated in this step. Either the Union or the College may call in all principal parties to the grievance and such other parties as either party may deem necessary.

- c. The College's Chief Human Resources Officer (or designee) shall give the Local President a written answer to the grievance within fifteen (15) regularly scheduled working days after the date of such meeting.

### **Mediation**

Any grievance not resolved through the first four (4) steps may be heard by a mediator selected by MERC, provided such hearing can be concluded within sixty (60) working days of the Step 4 response. The mediator's recommendation shall not be binding on either party. The mediation process shall not delay the arbitration process nor shall it affect any dates or time limits specified elsewhere in this article.

### **Arbitration**

Any unresolved grievance which has been fully processed through Step 4 of the Grievance Procedure may be submitted to Arbitration in accordance with the following procedure:

- A. Arbitration shall be invoked by written notice by Local 2042 to the College's Chief Human Resources Officer (or designee) of intention to arbitrate within twenty (20) working days from the receipt of the answer in Step 4 or the expiration of the time limit for such answer.

The twenty (20) day limit may be extended by the College for an additional twenty (20) working days upon written notice from the Council 25 Representative. If the written request for arbitration has not been submitted to the College within the time limits specified in this subsection, the grievance shall be considered to have been withdrawn by the Union.

- B. The arbitrator shall be selected on a rotating basis from the following list of two (2) mutually agreed upon arbitrators:

Mark Glazier  
Paul Glendon

Each of these arbitrators shall agree to follow the labor arbitration rules of the American Arbitration Association.

- C. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of an arbitrator, or his judgment, to sustain, or reverse or modify any alleged dispute put before him. Issues of arbitrability will be decided by the arbitrator; however, the arbitrator who decides an arbitrability issue, (excluding those of time limits), cannot also decide the merits of that case absent mutual agreement of the parties. Without mutual agreement, the next arbitrator on the list will decide the case on the merits.
- D. The decision of the arbitrator shall be binding on the Union, the employee, and the Employer and not subject to further appeal.
- E. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Union and Employer. If postponement or cancellation of a scheduled arbitration is by mutual agreement, the postponement or cancellation arbitration fees shall be shared by the parties. However, if a scheduled arbitration is unilaterally cancelled or postponed, the initiating party shall be responsible for resulting arbitration fees.

**ARTICLE 10  
DISCIPLINE AND DISCHARGE**

There shall be the following methods of disciplining an employee, namely:

1. Written reprimand
2. One to three day suspension without pay
3. Three to five day suspension without pay
4. Discharge

Depending on the severity of the infraction, one or more of these steps may be skipped as particular circumstances warrant.

The Employer shall not discharge, suspend or discipline any employee without just cause. At an investigatory (due process) meeting when discipline is a possibility, the Employee may request one of the following individuals to be present: the Union President, Chief Steward or Site Steward. If a meeting is scheduled to issue a disciplinary action, the employee shall have the right to union representation. The immediate supervisor shall inform the employee in advance that the meeting shall be for disciplinary action. The employee and Union President must receive a copy of any disciplinary action. In imposing any sanction on a current charge, the Employer will not take into account any prior infraction which occurred more than twenty-four (24) months previous to the date of the occurrence of the event on which the current charge is based.

The College and Union agree that suspension and discharge grievances shall be positioned at Step 4 and written reprimand grievances at Step 3.

**ARTICLE 11  
STRIKES AND LOCKOUTS**

The Union agrees that, during the life of this Agreement, neither the Union, its agents, 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 10, Discipline and Discharge.

**ARTICLE 12  
SENIORITY**

Seniority shall be defined as an employee's length of service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a classified employee at the instruction of the Employer unless she/he has quit or been discharged except as provided in number one (1) below. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absences, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided. Seniority for part-time employees will be pro-rated based on 2080 hours per year as full-time employment.

All new full-time employees shall be probationary employees until they have completed seventy-five (75) working days for the Employer. All new part-time employees shall be probationary employees until they

have completed seventy-five (75) working days for the Employer regardless of hours worked per day. All absences during probation shall extend the probationary period on a day-for-day basis. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify the employee for regular employee status.

Part-time employees' College hire date will be used for issues within the IR department only. In the event of a tie in seniority within classification between two or more IR department employees, the contract language utilizing the sum of social security numbers would be used to break the tie. This would apply only to classified employees in the IR department. [from Letter of Agreement dated 10/28/09]

1. 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 without regard to his relative length of service. A probationary employee shall be considered an external applicant when applying for a vacant position or for a temporary transfer. Probationary employees chosen to fill permanent vacancies shall be considered as new hires for purposes of seniority, benefits, and rate of pay determinations. Probationary employees shall be represented by the Union in all other contract areas.
2. Upon satisfactorily completing the probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire.

The probationary period may be extended beyond the above-specified periods by mutual agreement between the College's Chief Human Resources Officer (or designee) and the Local Union President (or designee).

### **ARTICLE 13 SENIORITY LISTS**

An up-to-date seniority list shall be prepared by the Employer and presented to the Local Union President on January 31 and July 31 of each year.

To break a tie when two (2) or more employees have the same hiring date, his/her seniority shall be ranked in descending order of the sum of the individual units of their Social Security Number. In case of a second tie, the last four (4) digits of the Social Security Number will be added for a second total to determine their seniority. In case of a further tie, the last five (5) digits, six (6) digits, etc., will be used to break the tie.

The Seniority list will show the names, job classification, representational area and level ordered by seniority date from most senior to least senior.

A separate list shall be provided for all part-time employees indicating his/her hire date. If a non-probationary part-time employee applies for a posted position or is to be laid off within Local 2042, his/her seniority will then be computed on a pro-rated basis of 2080 hours per year. If a non-probationary part-time employee transfers to a full-time position, his/her seniority shall be pro-rated and then his/her name shall be placed on the seniority list in accordance with the corrected date.

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

**ARTICLE 14  
LOSS OF SENIORITY**

An employee's seniority shall terminate and his/her employment shall cease if:

- A. The employee separates.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is absent for three (3) consecutive regularly scheduled working days without notifying the office of the immediate supervisor or specified designee. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that she/he has been terminated and, therefore, loses their seniority.
- D. The employee does not return to work when recalled from layoff as set forth in the Article 17, Recall Procedure. In proper cases, exceptions may be made by the Employer.
- E. In the event an employee is laid off for a period of time equal to his/her seniority at the time of layoff or three (3) years, whichever is less at the time of layoff.
- F. The employee does not return from vacation, leave of absence or sick leave in accordance with paragraph C above.
- G. The employee has been on a long-term disability (LTD) leave for two (2) years or the long-term disability ends, whichever is longer.
- H. An employee who permanently transfers to a position under the Employer not included in the Bargaining Unit, shall have his/her accumulated seniority frozen as of the day she/he leaves the Unit, for a period up to one (1) year. After one (1) calendar year from date of transfer from this Bargaining Unit, the employee will lose all seniority accumulated within this Bargaining Unit. The time spent out of the Bargaining Unit will not be counted toward seniority within the Unit.

Employees who temporarily transfers to non-bargaining unit positions shall continue to pay union dues and accrue seniority for the duration of the transfer for a period up to one (1) calendar year. If the temporary transfer exceeds one (1) calendar year, the employee's seniority shall be frozen for up to one (1) calendar year and his/her classified position may be posted in accordance with Article 20. After one (1) additional calendar year from the date of frozen seniority, the employee shall lose all seniority accumulated within this bargaining unit.

The time periods specified above may be extended upon mutual agreement of the parties.

**ARTICLE 15  
SHIFT/WORK SCHEDULE PREFERENCE**

Shift/work schedule preference for employer-initiated changes will be granted within job classification on the basis of seniority within the department. Exceptions may be made by mutual agreement between the chief steward and supervisor. Employer-initiated transfers to the desired shift/work schedule preference will be effected in accordance with Appendix A, Work Shift, Subsection B(1), Shift Explanations. When at least two classified employees (whether full or part-time) have the same job classification and work in the same department but different shifts, and one of the employees leaves (whether temporarily or

permanently), or the Employer creates a position (whether temporary or permanent), the incumbent employee(s) shall have the choice of shift/work schedule preference, after notice to the supervisor, prior to posting the position. A permanent part-time employee cannot invoke shift preference for a full-time position.

## **ARTICLE 16**

### **LAYOFF**

- A. Layoff shall be defined as a reduction in the size of the work force due to the lack of work or funds within the College.

When it becomes necessary to layoff classified employees within a department, any temporary employees and probationary employees shall be laid off in that order first. Then those full and part-time employees in that department will be laid off in accordance with the seniority list with the least senior employees laid off first, provided always that the remaining employees shall have the qualifications to perform the work of the laid off employees. Student employees in that department may remain employed but are subject to the requirements of Article 24.B.

- B. Employees to be laid off will have at least twenty (20) working days' notice of layoff.
- C. An employee shall be reclassified to a position of lower rank and pay only when s/he otherwise would be laid off in the higher rank. The Employer shall not use such reclassification as a disciplinary measure.
- D. In the event of a layoff, the College shall continue to pay premiums for insurances as provided in Appendix B, excluding life insurance due to carrier restrictions, for the month in which the layoff occurred and three (3) full months following the layoff.
- E. In the event of a layoff, the College shall notify the Union and it will be first subject to a Special Conference.
- F. The Employer and Union shall be governed by the following layoff and bumping procedures:
1. The Employer and Union will cooperatively assist laid-off employees in obtaining information regarding resources available, e.g., unemployment insurance. The parties agree that any disputes about the process shall not hamper or interfere with such cooperative efforts.
  2. In exercising "bumping rights," no employee can attain a higher job classification or pay level than she/he held at the time of the layoff notice.
  3. If a position becomes available after the initial layoff list has been identified, but before layoffs actually occur, it shall first be offered to employees on the list who hold that pay level. If the position is not filled, it shall then be posted in accordance with the contract.
  4. The initial list shall consist of the positions to be eliminated by the College, and that those individuals holding the identified positions shall have the opportunity to exercise bumping rights and shall receive notice of the time, date, and location to do so. The Employer will provide the Local Union President with the number of full-time and part-time employees to be laid off via seniority lists.
  5. Part-time employees shall have equated seniority, but they may not bump a full-time position.

6. The Local Union's President, Chief Steward, and all campus Stewards shall have "super-seniority" for purposes of layoff and cannot be "bumped" by anyone while they hold office. In the event of the elimination of a position held by one of these officers, she/he will be considered as having the highest seniority in any Classification into which she/he can exercise bumping.
7. The Local Union President will be given a copy of the list of positions being eliminated and the affected individuals prior to notice to the affected individuals. If time permits, the Union's Executive Board will be invited to a meeting to review this layoff list.
8. Notices to individual employees will be in writing and will be mailed to the individual's home address on file in the Human Resources Department and this shall constitute official notice as of the date of mailing. Each notice letter will include the time, date and place of a meeting at which an individual can exercise bumping rights.
9. If an affected individual is unable to be present at a bumping meeting, she/he may authorize a member of the Union's Executive Board to exercise his/her bumping rights. Authorizations must be in writing with a copy for the Union and for the Employer. Individuals must be present at the scheduled bumping meeting, either in person or by proxy; failure to attend shall constitute a waiver of all bumping rights.
10. Individuals who are on short-term, long-term disability leave, or Workers' Compensation leave, or military leave shall, if necessary, exercise their bumping rights upon their return to work.
11. Individuals on Personal Leave, Parental Leave beyond three (3) months, Leave for Union Business, or Other Leaves (Article 22) who wish to exercise bumping rights must end their leave and return to work to do so.
12. Individuals on FMLA leave, or on a jury duty leave, may exercise bumping rights while on leave and shall be returned to the position into which they have bumped at the conclusion of the approved leave.
13. 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.
14. Individuals who exercise bumping rights shall do so in the following order of priority:
  - a. Bump in the same job classification, the least senior employee at the same campus location.
  - b. Bump in the same job classification, the least senior employee collegewide.
  - c. Bump the least senior employee in any job classification and the same pay level at the same campus location for which the employee is qualified.
  - d. Bump the least senior employee in any job classification and the same pay level collegewide for which the employee is qualified.
  - e. Bump the least senior employee in a lower job classification at the same campus location for which the employee is qualified.



- f. Bump the least senior employee in a lower job classification collegewide for which the employee is qualified.

For purposes of this section only, whenever the job classification being bumped into is a Paraprofessional, "the least senior employee" shall mean the least senior position for which the person bumping has the qualifications. For example, if a Level IV person -- who has the qualifications for an ASC Paraprofessional -- is being displaced, she/he may bump the least senior ASC Paraprofessional, even though the least senior Paraprofessional is in Physics. In the event an individual has the qualifications in more than one discipline supported by Paraprofessionals, she/he must bump the least senior position among those disciplines in the order listed above.

15. A full-time employee who has exhausted the provisions of paragraph 15 may choose to bump a part-time employee. The same order of priority of bumping rights specified in paragraph 15 shall apply. A full-time employee who bumps into a part-time position will lose full-time benefits and will accrue seniority on a pro-rata basis.
16. A full-time employee who has sufficient seniority, and qualifications, may bump into two part-time positions utilizing the required order of priority, and provided the part-time positions do not have overlapping hours. In such cases, the employee shall retain full-time benefits and shall continue to accrue seniority on a full-time basis.
17. When an employee is placed in a lower job classification, s/he shall be paid at the applicable rate for that classification. An employee shall be reclassified to a position of lower rank and pay only when she/he otherwise would be laid off in the higher rank because a position has been eliminated.
18. Employees who voluntarily elect to be laid off shall be subject to recall under the same terms and conditions as employees who are involuntarily laid off.
19. Any disputes arising from this Section shall be positioned at Step 4 of the Grievance Procedure.

## **ARTICLE 17 RECALL**

Laid off employees shall be recalled in the inverse order of the layoff. Employees who refuse recall at any college location and at the same pay level and number of working hours for which they are qualified will forfeit their seniority rights and will be considered as a voluntary quit. Employees who have been laid off or bumped shall continue to have recall rights to their original classification and location for a period equal to their seniority, or three (3) years, whichever is less after returning to another location or classification. No temporary or probationary employees will be re-employed in the department subject to the layoff until those laid off Classified employees in the affected department have been recalled. Student employees are subject to the requirements of Article 24.B.

Notice of recall shall be sent to the employee's address on file with the College by mail. If an employee fails to notify the Employer within two (2) days after receipt of a recall notice and does not report for work within three (3) days, or fails to make other provisions with the Employer, she/he shall be considered terminated under Article 14, Loss of Seniority. In proper cases, extensions will be granted by the Employer. Employees shall be subject to recall for a period equal to their seniority or three (3) years, whichever is less.

The Union Secretary/Treasurer shall be notified in writing of all employees being recalled at the same time the College issues the recall notice.

**ARTICLE 18  
EMPLOYEE POSITIONING  
and  
RETURN TO BARGAINING UNIT**

**Employee Positioning**

Employer shall notify the Union, prior to implementation, on matters of consolidation, reorganization, or elimination of positions to discuss job assignments and rates of pay. In that event upon request of either party, a Union/Management conference will be scheduled to mutually determine the placement of the employees affected. The parties will consider various options such as, but not limited to, placing the individual in a vacant position, creation of a new position, or retraining the employee. The parties must mutually agree on any option selected. An employee who is offered a job at the same pay level and representational area must accept. In the event that the resolution results in displacement of another member of the Bargaining Unit, that employee will also be a subject for the Union/Management meeting procedure.

**Return to Bargaining Unit**

When bargaining unit members accept positions outside the bargaining unit but still within the College, they can apply for bargaining unit positions as external applicants if such application occurs within six (6) months of the date of leaving the bargaining unit. If such individuals accept an offer of a bargaining unit position, they will return at the pay level applicable to the position.

The pay step is determined as follows:

- a. If the pay level is the same, the step will be the same;
- b. If the pay level is higher or lower, the employee will be placed at the step of that new level that is at least equal to his/her previous hourly rate, or if not possible, at the next highest step.

**ARTICLE 19  
TEMPORARY TRANSFERS/TEMPORARY EMPLOYEES**

- A. In the event the Employer chooses to fill a temporary vacancy to provide temporary coverage for employees who are absent from work for a period up to ninety (90) working days, or the Employer chooses to post to fill a temporary job, or if the Employer chooses to post a temporary vacancy while in the process of filling a vacant position, the following shall apply:
  1. Notices shall be posted on the College's intranet (Infomart) for at least seventy-two (72) hours. When the vacancy is posted, the College may choose from among the three (3) most senior applicants who meet the minimum qualifications as posted. If there are no applicants the College may either temporarily transfer the least senior employee within the regional work site who meets the minimum qualifications to perform the job, offer regular Classified employees within the regional work site an opportunity for overtime work, or use a temporary non-bargaining unit employee.
  2. Notwithstanding any other provision of this Article, lateral transfers shall be at the sole discretion of the Employer, provided such transfer is not arbitrary or capricious.

3. All temporary transfers or employment of temporary employees will be limited to the length of absence or length of a temporary job. If a temporary non-bargaining unit employee is used to fill a temporary vacancy, the temporary employee shall be removed from that position as soon as reasonably possible following the return of the bargaining unit member, not to exceed two (2) weeks, unless the two (2) week period is extended by mutual agreement. At the conclusion of the temporary transfer or temporary job, the employee will be returned to his/her former position held at the time of transfer. An employee on temporary transfer shall not be allowed to return to his/her former position or bid on another temporary transfer during the temporary transfer period without mutual consent of the Local Union President (or designee) and the College's Chief Human Resources Officer (or designee).
  4. When an employee accepts and begins work in a job in a higher pay level, she/he shall be placed at the lowest step of the higher pay level which is at least one dollar fifty cents (\$1.50) higher than the employee's current step, not to exceed the maximum step of that higher pay level.
  5. Long-Term Disability vacancies; see Article 28, Paid Sick Leave.
- B. The Employer may choose to hire a non-bargaining unit temporary employee to fill a temporary vacancy or to fill a temporary job, without posting for internal temporary transfers, for a period of up to ninety (90) working days. When feasible, non-bargaining unit temporary employees will possess the same qualifications required of bargaining unit members. If the need for a temporary continues beyond the ninety (90) working day period, the Employer must post for an internal transfer no later than the eighty-fifth (85<sup>th</sup>) working day. When the vacancy is posted, the College may choose from among the three (3) most senior applicants who meet the minimum qualifications as posted. If there are no qualified internal bidders, the non-bargaining unit temporary may remain in the position for the duration of the absence.
- A list of the names and departments of all temporary employees working at the College must be sent to the union president (or designee) on a monthly basis.
- C. The College shall not use temporary employees beyond ninety (90) working days when the College has determined to eliminate the position.

## **ARTICLE 20 VACANCIES/POSTINGS**

All job vacancies that are approved (excluding temporary situations which are covered by Article 19) will be posted for a period of seven (7) regularly scheduled working days on the College's intranet (Infomart). The job postings shall set forth job classifications, shifts, regional work sites, location, work hours, work days and if full-time or part-time. Shift preference shall be offered according to Article 15 prior to posting a position. Interested employees shall apply within the posting period. The employees bidding for the job shall file their bid form, résumé and current copy of their transcripts electronically to the "HR mailbox". The employee should retain a copy of the bid form for his/her file.

While in the process of filling a vacant position, the employer will have the option of temporarily filling the position in accordance with Article 19. While posting and filling a non-temporary vacant position within the bargaining unit, a non-bargaining unit temporary or temporarily transferred Classified employee may remain in the position until filled either internally or externally.

Bargaining unit vacancies shall be filled from among those internal applicants who meet the minimum qualifications as posted. The College shall interview and choose from among the three (3) most senior qualified applicants for the position. The College will select the best qualified applicant from among

those candidates based on factors including job related training, education, experience and skills, as well as attendance and prior disciplinary action. Written reprimands issued more than two (2) years prior to the posting date shall not be considered.

Probationary employees shall be considered as external applicants when applying for vacancies. A list of all qualified internal bidders, including degrees earned, must be forwarded to the Union President at the time the list is sent to the supervisor. The Employer shall notify the Local Union President when there have been no bids or no qualified internal candidates for a posting. This applies to both temporary and regular postings. If the most senior qualified applicant is denied the position, the disqualified employee may request and will receive the reasons for denial in writing from the Human Resources Department. The matter may then become a proper subject for the 4th step of the grievance procedure.

Applicants chosen for lateral and downgrade moves shall be granted a twenty (20) working day trial period and applicants chosen for promotional moves shall be granted a thirty (30) working day trial period to determine:

- a. his/her desire to remain on the job.
- b. his/her ability to perform the job.

The trial period may be extended upon mutual agreement between the Union and the Employer due to unusual or extenuating circumstances.

In the event the successful applicant vacates the new position within the trial period, through either the employee's or Employer's decision, she/he shall revert to his/her former position. The Employer may then choose among the three (3) most senior applicants as provided above who meet the minimum qualifications as posted, or repost the position, or determine not to fill the vacancy. Any employee who is disqualified by the Employer during the trial period shall be given the reasons in writing and shall have the option of filing a grievance to be heard at the fourth (4th) step of the grievance process. When a person accepts and begins work in a job in a higher pay level, she/he shall be placed at the lowest step of the higher pay level which is at least one dollar fifty cents (\$1.50) higher than the person's current step.

Current employees chosen to fill a vacancy in the same classification and level shall not be eligible to apply for another position in the same classification and level for a period of six (6) months from the date of the previous lateral (same classification and level) move. Exceptions may be made upon mutual agreement between the Local Union President (or designee) and the College's Chief Human Resources Officer (or designee).

An internal applicant applying as an external candidate must meet the minimum requirements for the external posting. Those candidates will be granted an interview. Probationary employees applying as external applicants will not receive this preference.

An employee who successfully bids on a vacancy shall not be eligible for another position during the trial period, unless mutually agreed to by the Local Union President (or designee) and the College's Chief Human Resources Officer (or designee), or the employee is bidding for a higher classification, or the employee is the only internal applicant.

The Local Union President shall receive a copy of all job postings electronically. In the event the Employer does not intend to fill a vacant position, the Local Union President will be notified by the Human Resources Department.

The Employer shall be responsible for interviews of applicants and shall make the decisions, using all pertinent information and data affecting this Article.

Long-Term Disability vacancies; see Article 28, Paid Sick Leave

**Part-Time to Full-Time:**

When the College determines that a part-time position should become a full-time position, the position shall be posted as above if there is no incumbent or if the incumbent has been in the position for less than two years equated. If the incumbent has been in the position for two or more years equated, the college shall offer the full-time position to that incumbent before posting the position for bids.

If a part-time incumbent is displaced or refuses that full-time position and if there are no part-time positions vacant in his/her representational area for which the individual qualifies, employee positioning per Article 18 shall apply.

**ARTICLE 21  
NEW AND REVISED CLASSIFICATIONS AND RATES**

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 Local Union President in writing and will meet in a Special Conference, if requested, to discuss the Employer's action.

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. The employer shall bear the cost of retraining and shall compensate the employee for time spent in training. Disputes shall be positioned at Step 4 of the grievance procedure.

**ARTICLE 22  
LEAVES OF ABSENCE**

All employees who apply for and receive any leave of absence shall continue to accumulate their seniority. In the event the College finds it necessary to fill the positions made vacant by such leaves, the College shall proceed through Article 19, Temporary Transfers/Temporary Employees.

- A. **Personal Leave**--Employees who have completed their probationary period -- provided they obtain advanced written permission from the Employer and can be spared from work -- may be granted a leave of absence for personal reasons, with insurance benefits, without accumulation of sick or vacation days and without loss of seniority for a period not to exceed twenty-two (22) regularly scheduled working days in any calendar year. A leave of absence will not be given for the purpose of enabling any employee to work for another employer or engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes therefore, shall be discharged. Upon return to work the employee shall return to the position held at the time the leave was granted. Such leaves shall not be unreasonably denied.
- B. **Family and Medical Leave**--The Employer will comply with the Family and Medical Leave Act (FMLA). A copy of the U.S. Department of Labor's FMLA Fact Sheet is attached as Appendix J to this Agreement. This Fact Sheet summarizes an employee's rights and obligations under the FMLA. For more details specifically applicable to the Employer's administration of the FMLA, go to

<https://InfoMart.oaklandcc.edu> and click on Forms and Publications then HR-Benefits and look for the link to form HR-34S, Family and Medical Leave Act Guidelines.

- C. **Parental Leave**--A parental leave of absence without pay or fringe benefits, shall be granted to an employee. Such leave shall commence upon termination of short-term or long-term disability, or upon providing the Employer with proof of a newly adopted child under the age of two (2). An employee shall make request for the leave thirty (30) days in advance of the leave when possible. The parental leave of absence shall continue for no longer than nine (9) months following the birth of a child or submission of proof of a newly adopted child. Employees on a parental leave shall not accrue vacation or sick days. The 90 (ninety) working day limit for a temporary employee as stated in Article 19 shall apply only to the temporary initially filling the position; any subsequent vacancy created by a bargaining unit member filling the position shall not be subject to that restriction.

Not later than nine (9) months following the birth of a child or submission of proof of the newly adopted child, such employee may apply for reinstatement to active employment and shall be recalled to work in the job previously held at the time the leave was granted.

- D. **Military Leave**--The reinstatement rights of any employee who enters military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the Federal law granting such rights.

Any employee who enters into active service in the armed forces of the United States, upon termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In which event s/he will be offered such employment in line with his/her seniority that may be available and which s/he is capable of performing. She/he will be paid at the current rate of pay for such work. On voluntary enlistments, this section will apply for the first six (6) years of the employee's enlistment. She/he must report to work within ninety (90) days of the date of discharge.

A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, and upon satisfactorily completing it, will have seniority equal to the time s/he spent in the Armed Forces, plus seventy-five (75) days or the length of the probationary period whichever is shorter.

A returning veteran who complies with the re-employment requirements will receive accrued vacation days from the first day of the fiscal year in which s/he returns.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of military emergency.

- E. **Leave for Union Business**--Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union to the College's Chief Human Resources Officer (or designee), receive leaves of absence without pay or fringe benefits for a period of up to one (1) year but may be renewed upon written request. Upon termination of said leave of absence, the employee shall be reinstated to an equivalent position with like status and pay.

- F. **Jury Duty**--Employees who are summoned to report for jury duty shall receive a leave of absence. The employee shall be paid by the Employer an amount equal to the difference between the employee's straight time hourly base rate for no more than his regularly scheduled hours and the daily jury duty fee paid by the court (not including travel allowance or reimbursement for expenses) for each day on which she/he reports for or performs jury duty and on which she/he otherwise would have been scheduled to work for the Employer. The Employer's obligation to pay an employee for jury duty is limited to the amount of time required to serve.

In order to receive payment, an employee must give the Employer prior notice that she/he has been summoned for jury duty; she/he must furnish satisfactory evidence that she/he reported for or performed jury duty on the days for which she/he claims such payment; and she/he must furnish satisfactory evidence of the amount of the jury duty fee she/he received.

Employees required to appear before the court under subpoena shall be treated as jury duty time for purposes of pay and fringe benefits.

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

- G. **Other Leaves**--All other leaves of absence shall be without pay or fringe benefits and are at the sole discretion of the College.

If an employee has been on leave under this article for a period of more than one (1) year, the College may fill the position in accordance with Article 20, Vacancies/Postings.

### **ARTICLE 23 OPERATIONS TRANSFER**

When an operation transfers or divisions or fractions thereof are transferred, from one Representational area 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. The Employer agrees that in such a transfer there shall first be a discussion with the Local Union President (or designee) in order to provide for the protection of the seniority of the employee involved. When a transfer occurs in accordance with this section, the employee involved shall have at least five (5) regularly scheduled working days' notice.

### **ARTICLE 24 STAFFING**

**A. Classified Employees:**

1. The College will endeavor to maintain a minimum staffing level of 155 classified positions subject to the enrollment and financial condition of the College.
2. For the purpose of preserving work and job opportunities for the employees of Oakland Community College, the Employer agrees that types of work or services performed for the College by the collective bargaining unit shall not be subcontracted, with the exception of the items listed below:

- a) In the event that a supervisor determines, based upon available personnel and existing workload, that a specified project cannot be completed within a reasonable time frame, the College shall be permitted to contract the project so specified.
  - b) Media Services Technician work relating to technology support that, in the past, has not been exclusively assigned to one bargaining unit.
  - c) Any Media Services Technician audio or visual production that, in the past, has not been exclusively assigned to one bargaining unit or any Media Services Technician audio or visual production that is intended primarily for an external audience.
  - d) In no event shall the subcontracting of work regularly and normally performed by the bargaining unit result in the layoff of any bargaining unit member.
3. When any new or expanded College facilities are established and the work to be performed fits Article 2, Recognition, and the job descriptions of the Classifications listed in Appendix D, the performance of all such work shall be performed by classified bargaining unit employees. The preceding does not prevent student workers from supporting classified employees in these new areas.

When new classified vacancies are established by the College because of additional facilities, these positions shall be posted in accordance with Article 20, Vacancies/Postings.

4. When new or expanded programs are established by the College, the additional classified work shall be assigned equitably among the classified bargaining unit employees as agreed to in paragraph 1 above within the representational area in accordance with the job descriptions of the classifications list in Appendix D.

#### **B. Student Workers:**

Student workers (including Assistants, Work-Study, and Co-op Interns) may continue to be utilized to assist classified employees subject to the following:

1. Students shall not fill classified positions nor replace classified employees in accordance with Article 19, Temporary Transfers/Temporary Employees, and Article 20, Vacancies/Postings.
2. Students shall not be used to deny overtime to regular classified employees.
3. Student workers are limited to twenty (20) hours of work per week. Under certain circumstances (e.g., during peak periods), with prior approval, thirty (30) hours may be worked.
4. Classified work, as defined in the job description of the classifications listed in Appendix D-2, shall be assigned to classified employees. Student workers may be used to assist with this work.

If at any time the number of student workers, as defined in Appendix C, Definitions of Terms, is significantly increased, a Special Conference will be held to determine if the classified operating base should be increased. To keep a record of the number of student workers, each semester the College will provide to the Local Union President a list showing the number of student workers by representational area.



**ARTICLE 25  
VACATIONS**

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

<b>Length of Service with College</b>	<b>Vacation</b>
3 through 12 months	One (1) day per month to a maximum of nine (9) days per year. (No vacation may be taken or accumulated prior to completion of the probationary period.)
13 through 48 months	One (1) day per month, to a maximum of twelve (12) days per year.
49 through 120 months	One and one-half (1-1/2) days per month, to a maximum of 18 days per year.
More than 120 months	Two (2) days per month, to a maximum of twenty-four (24) days per year.

Each bargaining unit member shall develop, with his/her immediate supervisor, a vacation schedule which avoids peak periods applicable to their classification and department. Should an employee believe that his/her vacation request was unreasonably denied, the employee may position his/her grievance at Step 4 of the Grievance Procedure. The College's refusal to grant a vacation request because it is requested during a peak period shall not be deemed to be unreasonable and, therefore, shall not be grievable.

Vacation time based on the above schedule will be awarded in full each year on July 1st. However, employees will be obligated to reimburse the College for vacation days used but not earned prior to the employees taking any of the leaves of absence referenced in Article 22 (Leaves of Absence). Vacation days do not accrue while on short-term or long-term disability and workers' compensation.

Employees on Long-Term Disability or Workers' Compensation leaves shall have vacation days deducted from his/her next July 1st allotment for vacation time used but not yet earned prior to the commencement of their leave. If an employee does not return to work from a leave, terminates or is terminated, s/he shall be billed for vacation days used but not earned prior to the commencement of the leave or termination.

Employees may carry up to one year's accumulation of vacation past June 30, the end of the fiscal year. This accumulation may be carried forward to June 30 of the following year at which time, if not used, it will be deleted from the record. An employee who provides notice of resignation or retirement shall be paid any earned vacation time, up to one (1) year accumulation.

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

Part-time employees; see Article 38.

## **ARTICLE 26 HOLIDAYS**

**Holidays, Recognized and Observed:** The following shall be recognized as paid holidays for full-time employment:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

And any other holidays that the Board of Trustees of Oakland Community College declares or designates as holidays, including any paid holidays granted to other OCC employee work groups.

Whenever any of these holidays fall on the sixth and/or seventh day of the employee's regular work week, and State authorities transfer its observance to another day, that day shall then be considered the holiday. An eligible employee shall receive, for each of the holidays listed for which s/he performs no work, holiday pay at his regular hourly rate for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours per day. Holiday pay shall not be paid to any eligible employee who fails to work the scheduled full day before and the next scheduled full work day following holidays, except in cases of illness of the employee, death in the employee's immediate family, or emergency closing. Immediate family shall include the employee's spouse, parent, child, brother, sister, grandparents, grandchildren and mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, and stepchild.

If a paid holiday occurs during a qualified employee's scheduled vacation, that holiday shall be coded as a holiday on the payroll report.

No holiday pay will be paid to an employee for any holiday which occurs after the date of his/her quit or discharge, or while s/he is absent due to disability (occupational or non-occupational), or while s/he is laid off.

In the event it is necessary for any employee to work on any of the holidays listed above, s/he shall receive his/her holiday pay and time and one-half for all hours worked.

### **Holiday Adjustment Method for Persons on Tuesday through Saturday Work Shift/Work Week:**

If an observed holiday falls on a scheduled day off, the employee will be credited with a vacation day to replace the holiday. If the observation of a holiday would require the employee to work on a day that all other bargaining unit personnel are off of work, the employee's work week shall be shifted to a Monday through Friday work week for that week only.

**ARTICLE 27**  
**PERSONAL BUSINESS LEAVE DAYS**

A maximum of three (3) days in any one fiscal year may be taken for personal business without loss of pay. Personal business leave days are provided for legitimate business and/or family obligations which can only be met during the regularly scheduled work day. Personal business leave days shall be granted upon notification to the immediate supervisor, provided that the employee has made a good faith effort to notify the supervisor as soon as the obligation is known. New employees, upon completion of probation may use only one-and-one-half (1-1/2) personal business leave days in that fiscal year of employment. Effective July 1st of the next fiscal year, the employee shall be credited with three (3) personal business leave days.

Part-time employees, see Appendix C, Definition of Terms.

**ARTICLE 28**  
**PAID SICK LEAVE**

**Sick Leave Days:**

Twelve (12) sick leave days will be awarded in full each year on July 1st. Any newly hired employee shall be awarded one (1) day per month after expiration of the probationary period for the balance of the first fiscal year. These days will be awarded the first of the month following the end of the probationary period. Employees completing their probationary period on or before the 15th day of the month shall be credited for that month. Employees completing their probationary period after the 15th day of the month shall not receive credit for that month. A maximum accumulation of one hundred twenty (120) sick leave days may be made. No payment for unused time accrued will be made. An employee shall not accumulate vacation and sick leave days when she/he is drawing long-term disability compensation. Full-time probationary employees shall not be eligible for sick leave (accrual or use).

Part-time bargaining unit employees, see Article 38.

Employees who are absent due to illness or injury not covered by Workers' Compensation may use accrued sick days to satisfy the ten (10) working day waiting period for short-term disability. If the employee has accrued more than the ten (10) sick days, s/he may use all or a portion of the banked days prior to applying for short-term disability.

Any alleged abuse by an employee may be a proper subject for a Special Conference.

With the Chancellor's (or designee) approval, classified employees shall be allowed to donate accrued sick days to other classified employees in serious circumstances, limited to a gravely ill 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.

**Attendance Program:**

In case of illness, as hereinafter provided, an eligible employee will be allowed an absence without loss of pay to the extent of earned sick leave days for the following reasons:

1. Personal Illness. If an employee is absent due to personal illness or injury over three (3) consecutive working days, the college may require that the employee submit a written certification from a physician authorizing return and verifying that the employee was ill on the days absent.
2. Serious illness in the immediate family. Immediate family shall be defined in Article 29.

Payment is contingent upon the employee giving immediate notice to the Employer at the start of his/her absence and shall be at the employee's regular hourly rate and for the number of hours which are usually worked in a day by said employee up to a maximum of eight (8) hours per day.

The use of thirteen (13) or more accrued sick days in a twelve (12) month period (fiscal year) will result in disciplinary action as follows:

Thirteen (13) days	Verbal reprimand
Fourteen (14) days	Written reprimand
Fifteen (15) days	One (1) day unpaid suspension
Sixteen (16) day	Three (3) days unpaid suspension
Seventeen (17) days	Five (5) days unpaid suspension
Eighteen (18) days	Refer to Article 10, Discharge

The use of three (3) or more consecutive sick days with a doctor's excuse or a hospitalization stay will not be subject to disciplinary actions. In addition, the employee may present mitigating circumstances in the nature of documented medically certified reasons for necessarily missing work time. Under such mitigating circumstances, employees will be excused for a chronic or long term medical condition that requires the employee to have regular periodic scheduled appointments for the purpose of having therapy, testing, or a treatment, provided that satisfactory verification by a medical doctor is provided to the employee's supervisor, and forwarded to the College's Chief Human Resources Officer (or designee).

An employee may not use accrued sick time for tardiness or leaving early, unless approved by the supervisor. If an employee fails to call-in properly more than one (1) time in a twelve (12) month period, s/he will receive a written warning. After two (2) incidences, refer to Article 10.

**Proper Notification of Absence:**

When an employee is to be absent due to illness, the employee must notify the Employer of the absence at least one (1) hour prior to the start of his/her scheduled shift by following the call-in procedure of the employee's supervisor or calling the appropriate campus office at the College and leaving a detailed message (in person or by voice mail) indicating the reason for the absence and the expected date of return. The appropriate telephone numbers will be provided to each employee. In cases where mitigating circumstances prevent the employee from timely notifying the Employer, the employee will be granted the sick days upon acceptable explanation. Disputes that arise concerning the mitigating circumstances will be first considered jointly by the College's Chief Human Resources Officer (or designee) and the Local Union President (or designee) to mutually attempt to resolve the issue prior to going to the grievance procedure. When returning to work from sick leave (non-FMLA absence) at least one (1) hour prior to the start of his/her shift, the employee shall so notify the appropriate campus office and leave a message (in person or by voice mail) indicating date and time of return. When returning from an FMLA qualifying leave of absence, an employee must contact an HR Benefits Specialist to determine the appropriate paperwork needed to return to work.

**Short-Term Disability:**

Should an employee's absence due to illness or injury not covered by Workers' Compensation, extend beyond the fourteen (14) consecutive calendar day waiting period, the employee shall become eligible on the fifteenth (15th) calendar day for benefits under the short-term disability program of the existing carrier or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College. Eligibility and amount of benefit are outlined in Appendix B. Vacation and sick days shall not accumulate while on short-term disability.

**Long-Term Disability:**

When an employee has been on a long-term disability for eighteen (18) months or more, the College shall contact the employee's physician to obtain a written prognosis regarding the employee's return to his/her position. The employee shall provide a written release to allow the Human Resources Department to obtain the records directly related to the employee's long-term disability.

The Employer reserves the right, in its sole discretion, to require that the employee undergo an independent medical examination by a physician chosen by the Employer, and at the Employer's expense. In the event the results of this examination are disputed by the employee's doctor, a third examination will be performed by a physician mutually agreed upon by the Employer and the employee's doctor, and all parties agree to accept the results of such examination, the cost of which will be paid by the Employer.

If the final prognosis indicates that the employee is not fit for work, the employee's position may be filled as outlined in Article 20, Vacancies/Postings.

If an employee on long-term disability is able to return to work after his/her position has been filled under this provision, s/he shall bid on a vacant position or replace a temporary employee for reinstatement. If there are no positions available, Article 18, Employee Positioning and Return to Bargaining Unit, shall be invoked.

If such an employee returns to a lower paid classification, s/he shall receive the prevailing rate of pay for the classification s/he is working in.

Such an employee must bid on any vacancy in their prior classification.

Vacation and sick days shall not accumulate while on long-term disability.

### **ARTICLE 29 BEREAVEMENT LEAVE**

A full-time employee shall receive three (3) days leave of absence without loss of pay in the event of each death of a member of his/her immediate family. Immediate family shall be limited to the employee's spouse, parent, child, brother, or sister, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, or any other relative living in the employee's immediate household. 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. Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond three (3) days may be approved by the College's Chief Human Resources Officer (or designee).

### **ARTICLE 30 SAFETY AND HEALTH**

The College recognizes its obligation as set forth in State and Federal law to provide a safe and healthful working environment for the employees.

- A. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination conducted by a College appointed physician. The College will pay the cost of this examination. Such examination shall be recorded on a form provided by the Human Resources Department. Following employment, the employee shall thereafter be required, at the discretion of the Employer, to satisfactorily pass a physical examination conducted by a physician designated by the

Employer. Employees may also be required to pass examinations for tuberculosis. The aforementioned examinations shall be at the expense of the Employer.

- B. Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves on College property or in vehicles owned by the Employer which might have been entrusted to them to effect a responsibility of employment. Employees shall be required to file such reports on forms made available by the Employer.
- C. Every employee shall observe all safety rules which are established by the Employer and shall use such safety devices or equipment as provided and required by the Employer. Any infraction of any safety rule, or failure to use such safety devices or equipment, shall subject the employee to disciplinary action.
- D. The Union agrees to urge its members to raise health and safety problems with the College and seek internal resolution; however, this understanding does not in any way preclude the rights of members in the Bargaining Unit to make use of federal and state laws established to protect the health and safety of its workers.

### **ARTICLE 31 EMERGENCY CLOSING**

An "Emergency Closing" as used in this Contract is defined as the cancellation of classes and/or the closing of the College or campuses due to any of the following:

1. Severe weather conditions which curtail use of automobiles or other forms of transportation which would cause the campus(es) and/or College to be isolated and closed.
2. Non-availability of electricity, heating fuel, water, or mechanical failure which necessitates the closing of the campus(es) and/or College.
3. Other natural disasters which necessitate the closing of the campus(es) and/or College.

The Administration shall determine when and where an "Emergency Closing" condition begins and ends. If such a College-declared "Emergency Closing" condition exists, classified union employees of the College and/or campus(es) will not be required to report for their regular work shift but will be paid at their regular rate for the shift covered by the "Emergency Closing" condition. Part-time employees will be paid for an emergency closing only if they were scheduled to work at the site and during the affected hours. Selected employees may be requested by the College Administration to report to work at the closed site while the "Emergency Closing" condition exists. Those employees who comply with the request will receive double time for hours worked during the "Emergency Closing" condition at that site. Those employees who are unable to comply with the Administration's request, or who are assigned to other (unaffected) sites, will be paid at their regular rate.

The College Administration will publicize the notice that an "Emergency Closing" condition exists on the following pre-determined radio and/or television stations: including but not limited to radio stations WJR-AM (760) and WWJ-AM (950) and television stations WDIV (Channel 4) and WXYZ (Channel 7). The parties agree that the College may redesignate radio and/or TV stations as appropriate following written notice to the Union.

**ARTICLE 32  
GENERAL**

- A. If during the life of this Agreement, any of the provisions herein are held to be invalid by operation of law, or by any tribunal of competent jurisdiction or its compliance with, or enforcement of, any provision be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.
- B. The parties acknowledge that during the negotiations which resulted in the 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 all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board 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 subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.
- C. The parties recognize that this Agreement may be altered by addition, modifications or deletions only through the voluntary, mutual consent of the Employer and the Union by memorandums of agreement which have been ratified and signed by both parties thereby becoming an Amendment to this Agreement which is then final and binding on all employees covered by this Agreement and the Employer.
- D. The Employer shall make available covered bulletin boards for use by the Union on each campus. The College will provide to the Union no more than two (2) locked file cabinets for Executive Board use.
- E. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Within thirty (30) days after the ratification of this agreement and after receipt of written authorization from the employee, the Human Resources Department shall forward all name and address changes to the Union Treasurer each January and July.

- F. The various Appendices and Letters of Understanding, are provisions with respect to wages, hours and working conditions and are part of this Agreement.
- G. The College will provide one copy of this Agreement to each executive board member, steward, and three (3) copies to Michigan Council 25 and it will be available to all employees of the unit through Infomart.
- H. The Employer agrees that the working conditions covered by this Agreement will be maintained and that no employee shall suffer loss of benefits as a result of signing this Agreement.

- I. The College agrees to limit the number of permanent part-time positions to no more than twenty-five (25%) of the active full-time bargaining unit members. The Union agrees that the College may exceed thirty (30) hours per week for part-time employees during periods when additional work is needed, provided the employee is available to work the extra hours. The Secretary position in IR will not be included in the limitation on the percentage of part-time to full-time employees.
- J. Employees shall have access to their personnel files as provided by Michigan law.
- K. Employees receiving work assignments to attend OCC courses shall have the option of auditing the courses.
- L. **Externally Funded Positions**

When a position is created that would appropriately be included in the classified bargaining unit as provided elsewhere in this Agreement and is funded, in whole or part, by grant funds, or is similarly funded by external sources of uncertain duration, the following shall apply:

  - 1. Positions in Pay Levels II, III, IV, and V shall first be posted in accordance with Temporary Transfer or Vacancies/Postings. The posting shall indicate if the position is grant-funded.
  - 2. If the position is at Level I, the College shall have the option of either:
    - a. posting it as provided in (1) above, or
    - b. excluding it from the bargaining unit for up to eighteen (18) months. The College's Chief Human Resources Officer (or designee), shall notify the Local Union President (or designee) and Chief Steward in writing of these positions which are excluded from the bargaining unit.
  - 3. When any position covered by Article 32, L. reaches the eighteen (18) month limit, it shall be posted in accordance with Vacancies/Postings or it shall be eliminated and the temporary employee terminated from that position. The time limit shall be measured from the day the position is first filled, whether part-time or full-time.
    - a. The College agrees that there shall be no more than ten (10) of these positions in existence at any one time during the term of this agreement. If circumstances dictate a need for more than ten (10) such positions, the College must request a special conference and the parties may mutually agree to increase this number.
- M. For regular and late registration periods, if after offering available hours through the overtime provisions of this Agreement and utilizing the flexibility provision of this Agreement, the College has a need for additional personnel to staff registration functions, the College may, for up to ten (10) days and without posting, utilize non-bargaining unit persons to augment classified personnel. It is the College's intent to establish and maintain a pre-trained pool of such persons. Classified employees shall be allowed access to such pre-training. Classified personnel shall be expected, when assigned, to train and work with such persons.
- N. **Media Services:**

When District Office projects require the use of Media Services personnel, the supervisor of the Media Technicians will be contacted.



- O. The College, at its sole discretion, has the right to transfer employees within the regional work site and same classification, provided such transfer is not arbitrary or capricious. At the time such a transfer is made, the College will provide the employee with written reasons for the transfer.
- P. Annual Evaluations: The College shall evaluate each Bargaining Unit member on an annual basis, pursuant to the evaluation instrument attached as Appendix G. The evaluation process shall be diagnostic in nature and shall not be used for disciplinary purposes. The following procedures are applicable to this annual evaluation:
  - 1. Each employee must receive a complete copy of their evaluation form; the immediate supervisor shall keep the original evaluation form.
  - 2. One formal evaluation instrument per year shall be performed by either the immediate supervisor or upon his/her unavailability, by a mutually agreed-upon designee.

### **ARTICLE 33 FLEXIBILITY/OUT OF CLASSIFICATION**

It is understood that if an employee, according to his/her supervisor, can be spared from his/her regular assignment, s/he may be assigned to another work area within his/her regional work site to accomplish a specific task or a specific project or cover another job assignment.

If the work is out-of-classification, the employee shall be compensated accordingly:

When a person works out-of-classification in a higher pay level, s/he shall be paid for time actually worked at the lowest step of the higher pay level which is at least one dollar and fifty cents (\$1.50) higher than the person's own step, not to exceed the maximum step of that higher pay level.

Employees transferred, under this provision, to an area for which they are not qualified shall not be disciplined without just cause or without Union representation, nor will they be paid for out of classification work unless the duties of that position are being fully performed.

This article shall not be used to circumvent regularly scheduled overtime in accordance with Appendix A.

#### **Registration Rates**

Employees who operate a computer or terminal to perform registration work shall be paid no less than the first step of Pay Level III for the time actually worked. Employees who operate a cash register to perform registration work shall be paid no less than the first step of Pay Level IV for the time actually worked.

### **ARTICLE 34 OVERPAYMENTS**

In the event that an employee receives pay for any reason to which s/he is not entitled under the specific terms of this Agreement, the Employer shall be authorized to deduct that amount from the individual's next pay, provided such overpayment is determined within 90 days of the error or within 90 days of the College's knowledge of such error. This would include, but not be limited to, the following situations: An employee receives pay for sick or vacation days not yet earned; or, an employee receives pay for jury duty not served or not substantiated as required by the contract; or, an employee received an overpayment.

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

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

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

### **ARTICLE 35 TERMINATION**

- A. This Agreement shall become in full force and effect on October 29, 2015 and shall remain in full force and effect until June 30, 2017.
- B. The Employer and the Union have agreed on the terms of this Contract as a basis for settlement of their current collective bargaining.
- C. At least ninety (90) days prior to the expiration of this Agreement, the Union and/or the Employer will, upon written notice to the appropriate party, meet to renegotiate the contract.

### **ARTICLE 36 STAFF DEVELOPMENT**

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

### **ARTICLE 37 TUITION REIMBURSEMENT PROGRAM FOR CLASSIFIED STAFF\***

*\*Note: not available during the term of this contract.*

The Board shall appropriate thirty thousand dollars (\$30,000) each year in its operating budget to be used to pay Classified staff members' tuition for course work which satisfies all of the following conditions:

1. Course work or a program of study must be pertinent to the needs of the College and/or duties of the employee. The course work or program of study must be taken at an accredited institution of higher education. The course work must provide the employee with additional areas of competence. Employees have the option to receive prior approval of course work by completing the Tuition Reimbursement Application and submitting it to the Dean/Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
2. All course work applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Chancellor's Cabinet.

3. Reimbursement is for tuition and fees but does not include reimbursement for books, or any other related expenses.
4. The tuition reimbursement period will be for the academic year (September 1 to August 31).
5. Employees applying for tuition reimbursement must provide to the Human Resources Department a completed tuition reimbursement application, a completed check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan of work. Such courses must have grade(s) of a "B" or higher and the courses must be completed within the academic year.
6. Incomplete ("I") grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following academic year shall not be eligible for reimbursement in future years.
7. The maximum total of tuition and fees paid to any individual will be equal to \$350.00 per credit hour up to a maximum of \$2,500 per academic year. If tuition and fees are less than \$350.00 per credit hour, reimbursement will be for the amount of the actual receipt.
8. Continuing education courses will be reimbursed only if a grade is awarded.
9. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.
10. Receipts and official/or copy of grade report with check request must be submitted within thirty (30) days of course completion. Wherein possible, reimbursement will be made twenty (20) days following submission of official grade report/or copy and valid tuition receipt.
11. Each employee will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

## **ARTICLE 38 PART-TIME EMPLOYEES**

### **Vacation**

Part-time employees shall be entitled to vacation time at a rate of six (6) hours per month of work, up to a maximum of seventy-two (72) hours per fiscal year of work. As this is in lieu of sick and personal business time, the parties recognize that prior advance notice of vacation usage may not always be required. Part-time employees who accept a full-time position on a temporary basis, which is anticipated by the Employer to exceed three (3) months, shall earn sick leave and vacation at the rate of one (1) day per month respectively for so long as they are working full time. If the full-time vacancy is anticipated by the Employer to last for one (1) year or more, the part-time employee shall be eligible for all fringe benefits of full-time employees so long as they are working full time.

Employees may carry up to one year's accumulation of leave time past June 30, the end of the fiscal year. This accumulation may be carried forward to June 30 of the following year at which time, if not used, it will be deleted from the record. An employee who provides notice of resignation or retirement shall be paid any earned leave time, up to one (1) year accumulation.

### **Holiday Pay**

A permanent part-time employee who works an average of twenty (20) or more hours each week in a given month will receive holidays as outlined in Article 26 on a prorated basis.

**Life Insurance**

Part-time employees are eligible to purchase, at a cost to the employee, life insurance coverage in \$10,000 increments up to \$20,000, on the first day of the month in which their probationary period ends (if probation ends on or before the 15<sup>th</sup> of that month) or the first of the month following the end of their probationary period (if probation ends after the 15<sup>th</sup> of the month). The rates are detailed in the Flex Comp Booklet.

**Medical Insurance**

Permanent part-time employees shall have the option of purchasing medical, dental and vision insurance at the cost paid by the College, provided it is through payroll deduction. If the employee withdraws consent to payroll deduction, or if there are insufficient funds through payroll deduction to cover the cost, the healthcare (medical, dental and vision) coverage will be terminated immediately.

**ON BEHALF OF:**

**OAKLAND COMMUNITY COLLEGE**

---

Gary S. Casey  
Director of Employee Relations

---

Jasen M. Witt  
Associate Vice Chancellor for Human Resources

---

Margaret R. Carroll  
Director of Personnel Services

---

Steven J. Reif  
Campus President

---

Lisa A. Skowronski  
Manager of Campus Affairs

**ON BEHALF OF:**

**AFSCME LOCAL 2042**

---

Kathie Sherrill, Council 25 Representative  
Michigan AFSCME Council 25  
Chief Negotiator

---

Kathleen M. Cham  
President

---

Linda J. Churchill  
Co-Vice President

---

Kimberly R. Combs  
Co-Vice President

---

Suzann M. Rice  
Secretary/Treasurer

---

Amy J. Baker  
Recording Secretary

---

Beverly M. Sault  
Executive Board Member

---

Doree S. Nowack  
Executive Board Member

---

Marquel B. Howell  
Executive Board Member

## **APPENDIX A WAGES AND HOURS**

### **Work Week:**

The regular work week of the employees will be forty (40) hours consisting of five (5), eight (8) hour days.

### **Overtime:**

Time and one-half shall be paid for all time worked in excess of an eight (8) hour day or a forty (40) hour work week. An employee who has not worked his/her regular shift will not be eligible to work on that day on an overtime basis. Any unworked holiday hours for which holiday pay is received shall be considered as a day worked for the purposes of computing the number of hours which an employee has worked for that work week. All overtime shall be divided as equally as possible consistent with paragraph A and B below.

### **Overtime Distribution:**

- A. If overtime (regular scheduled or occasional) is available, it shall first be offered to the employee holding that position.
- B. If the employee refuses, then the Employer shall offer overtime within his/her classification in the department; next to all employees on the campus; next to all employees at the regional work site; and finally, if necessary, among all classifications collegewide. Overtime must be awarded first to the full-time employee with the least number of total accumulated overtime hours within the calendar year. If the overtime is refused by the full-time employees, the overtime shall be offered to part-time employees. If inadvertently an error is made when allocating overtime, the employee that should have received the overtime will be considered at the next available opportunity.
  1. A written notice shall be sent before each semester to all classified employees in the regional work site listing regular scheduled overtime opportunities available. Employees must respond in writing by the specified date to be considered for overtime.
  2. Occasional overtime shall be offered to employees without posting.
- C. Overtime charged to employees shall be listed every semester and submitted to the Union President upon request.
- D. If an employee is called in to work after leaving at the end of his/her regular shift or called in before the regular shift, the employee shall be paid a minimum of two (2) hours overtime at the prevailing rates in addition to the regular day's pay.
- E. The College has the sole right to utilize non-bargaining unit members in the event that bargaining unit members needed for registration activities decline to work overtime during registration. The College's exercise of this right shall not be subject to the grievance procedure. In addition, other than first offering available overtime work to all classifications at each representational area for registration activities, the College is not required to comply with paragraph B above, but only with respect to registration activities covered in this paragraph E. Bargaining unit members in classifications needed for registration activities must provide a minimum of twenty-four (24) hours' notice if they decline overtime during registration, upon being notified of such need.

**Work Shift:**

**A. Shift:**

The first shift shall begin on or after 6:00 a.m., but prior to 12:00 noon. The second shift shall begin on or after 12:00 noon, but prior to 6:00 p.m. The third shift shall begin on or after 6:00 p.m. but prior to 1:00 a.m.

**B. Shift Explanations:**

1. Employees will be guaranteed a regular established work shift. Any change in an employee's work shift must have a ten (10) day notice to the employee in advance of the change except for employees in the following classifications for which the required notice shall remain five (5) days:

- Parts and Tool Crib Attendant
- Paraprofessional
- Media Services Technician
- Automotive Body/Vehicle Specialist
- Food Service Technician/Cashier, Bookkeeper

2. A regular work shift shall be defined as follows:

- a. The first shift: Monday through Friday.
- b. The first or second shift Monday through Thursday and first shift on Saturday.  
(Note: This shift shall not apply to bargaining unit members with a seniority date prior to 7/1/2012, except on a voluntary basis)
- c. The second shift: Monday through Thursday, but first shift Friday.
- d. The second shift: Monday through Friday.
- e. The third shift: Monday through Friday.
- f. Tuesday through Saturday work shift/work week:

The College may utilize the additional shift options/work week, which follow:

- i. The first shift: Tuesday through Saturday.
- ii. The second shift: Tuesday through Thursday, and first shift: Friday and Saturday.
- iii. The second shift: Tuesday through Friday, and first shift: Saturday.
- iv. In utilizing the Tuesday through Saturday shift option, the College will first request volunteers. If there is an insufficient number of volunteers, the shift assignment may be mandated in reverse order of seniority within the department. No more than fifteen (15) Tuesday through Saturday shift assignments may be utilized without posting, unless a greater number is mutually agreed to by the parties. Notice of the shift assignment shall be provided at least 30 days prior to the beginning of a semester.

- v. When necessary, any work arising in the employee's position on a Monday shall be offered through the overtime distribution procedure in Appendix A, Wages and Hours.

Student workers are permitted to work on Saturdays at a one-to-one ratio; that is, one student worker per each classified employee.

The above procedure shall not be used to circumvent overtime nor be used as a disciplinary action.

- g. Other combinations as mutually agreed to by the employee, Union and the Employer.

3. Newly created or vacated positions shall state on the posting what the regular work shift is for the job.
4. The Employer may change an employee's work hours without changing the employee's work shift.
5. Each employee shall receive pay per the workweek as established.

**C. Shift Premium:**

Those working the second shift are to be compensated at three percent (3%) above their classification pay, and those working the third shift are to be compensated at six percent (6%) above their classification pay. Those working Saturday as part of their regular shift hours shall receive a ten percent (10%) differential for all hours worked on Saturday.

**D. Flexible Work Week:**

When it is agreed upon between the appropriate member of Chancellor's Cabinet, the immediate supervisor and the employee affected, an employee shall be able to work their forty (40) hour week differently than five (5) days consisting of eight (8) hours each. (See required form, Appendix I)

In reviewing these requests, the primary consideration shall be that the proposed schedule must benefit College services or operations.

For the purposes of computing absences, vacation, sick, personal business time or other paid time off, actual hours of absence shall be reported on the employee's Payroll Report. If this conflicts with other contract language because of unforeseen causes, the Human Resources Representative and the Union's Executive Board shall have the authority to mutually agree to establish the language to correct this agreement.

The parties further agree to the following:

1. Flexible work week requests for the fall and winter semesters will be considered on a timely basis as they occur; the form in Appendix I must be utilized with appropriate approval.
2. Flexible work week requests for the summer semester must meet the following requirements:
  - a. A summer flexible work schedule cannot begin prior to the Summer I session and cannot extend beyond the end of the Summer II session.



- b. Flexible work week requests for the summer semester (Appendix I) must be submitted to the immediate supervisor, with copies to the campus steward and the Human Resources Department, by no later than March 15 each year.
  - c. The immediate supervisor must discuss the request for a summer semester flexible schedule with the appropriate member of Chancellor's Cabinet and a decision must be made and communicated to the bargaining unit member by no later than April 15 each year, with a copy to Human Resources.
3. The 40-hour flex work week is subject to the following conditions:
  - a. Overtime will be paid only for hours worked in excess of 40 hours per week.
  - b. Employee shall not work more than 12 hours in one day.
4. Denial of individual requests for a Flexible Work Week for any reason shall not be a subject to the grievance procedure.
5. The College retains the right, in its sole discretion, to alter the schedule established under this Flexible Work Week in the event it becomes necessary to do so. Any decision made by the College per this Appendix I shall not be subject to the grievance procedure.
6. Because the implementation of this Flexible Work Week will require more cooperation among members of departments, there shall be no claims of out-of-classification pay as a result of this increased interdependence; however, out-of-classification pay shall continue to be paid per current contract language.
7. An employee on a flexible work week shall not work on an overtime basis on the day not scheduled to work. Example: flex week is ten (10) hours per day Monday through Thursday, off Friday; employee cannot work Friday.

**Meal Periods:**

All employees shall receive an unpaid one-half (1/2) hour meal period. The meal period shall be scheduled to begin no earlier than one hour before the middle of each shift and begin no later than one hour after the middle of each shift. Exceptions may be arranged by mutual agreement of an employee and his/her supervisor.

**Rest Periods:**

All employees shall receive a fifteen (15) minute rest period twice a day; the first prior to the meal period and the second to be after the meal period.

Employees who worked beyond their eight (8) hour shift shall receive a fifteen (15) minute rest period for each additional four (4) hours worked.

Part-time employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked per day except that employees who work seven (7) or more hours per day shall be entitled to two (2) rest periods.

The Union agrees to prevent abuses to these privileges.

**Other:**

No one-half (1/2) hour meal period may be utilized by employees as a means to report to work late or to go home early except with the permission of the immediate supervisor, provided however, that this will not be done on a regular basis.

**PAY LEVEL STEP PLACEMENT**

When a person works out-of-classification in a higher pay level, she/he shall be paid, for time actually worked, at the lowest step of the higher pay level which is at least one dollar fifty cents (\$1.50) higher than the person's own step, not to exceed the maximum step of that higher pay level.

When a person accepts and begins work in a job in a higher pay level, she/he shall be placed at the lowest step of the higher pay level which is at least one dollar fifty cents (\$1.50) higher than the person's current step, not to exceed the maximum step of that higher pay level.

On occasion, classified staff may temporarily work in a position which is not included in the bargaining unit. As it is in the mutual interest of classified staff and the College to have a defined way of handling such situations, it is agreed that the following will apply:

1. In short-term situations, that is, where no posting is involved, classified staff willing to accept the assignment shall be treated as working out-of-classification. In these situations, classified staff shall be paid at the higher of either:
  - a. the minimum hourly rate paid by the College for the non-bargaining unit classification, or
  - b. \$1.50 per hour above the classified staff member's own hourly rate, for the time actually worked out-of-classification.
2. If a classified employee does not wish to work temporarily in a non-bargaining unit position, she/he shall not be subject to disciplinary action.
3. If the classified staff member obtains the position in response to a posting, then the College's normal salary determination procedure for the non-bargaining unit position will be used. The classified staff member will possess the same right as any applicant to accept or reject the position based upon the salary offer.
4. A classified staff member working temporarily as a supervisor shall not be required to discipline other classified staff.

**LESS THAN TWELVE (12) MONTHS EMPLOYMENT:**

The employer shall have the right to identify and fill any newly created or vacated position to work less than twelve (12) months per year on either a full-time or part-time basis subject to the following conditions:

- A. No more than forty (40) such positions shall exist during the term of this Agreement.
- B. During the life of this Agreement, the Employer shall provide continuation of benefit coverage for a full twelve (12) months for individuals employed full time in a less than twelve (12) month position.
- C. Positions will be for consecutive months and not less than eight (8) months.
- D. Seniority shall be pro-rated for individuals (a separate list).

- E. Paid time off shall be pro-rated for individuals (vacation, etc.).
- F. When the College determines that a less than twelve (12) month position should become a twelve (12) month position, the position shall be posted in accordance with Article 20, Vacancies/Postings, if there is no incumbent or if the incumbent has been in the position for less than two years equated. If the incumbent has been in the position for two (2) or more years equated, the College shall offer the twelve (12) month position to that incumbent before posting the position.
- G. These positions shall be posted in accordance with Vacancies/Postings for permanent filling.
- H. Full-time employees who work less than 12 months shall have the option of spreading their base pay over twelve (12) months.

**DIRECT DEPOSIT:**

All bargaining unit members are required to use direct deposit.

**APPENDIX A-1  
BASE PAY HOURLY RATE SCHEDULE  
EFFECTIVE OCTOBER 29, 2015 THROUGH JUNE 30, 2017**

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>
I	\$15.22	\$15.60	\$15.98	\$16.36	\$16.74	\$17.12	\$17.50	\$17.88	\$18.26	\$18.64	\$19.02	\$19.40	\$19.78
II	\$15.98	\$16.38	\$16.78	\$17.18	\$17.58	\$17.98	\$18.38	\$18.77	\$19.17	\$19.57	\$19.97	\$20.37	\$20.77
III	\$17.58	\$18.02	\$18.45	\$18.89	\$19.33	\$19.77	\$20.21	\$20.65	\$21.09	\$21.53	\$21.97	\$22.41	\$22.85
IV	\$19.33	\$19.82	\$20.30	\$20.78	\$21.27	\$21.75	\$22.23	\$22.71	\$23.20	\$23.68	\$24.17	\$24.65	\$25.13
V	\$21.75	\$22.29	\$22.84	\$23.39	\$23.93	\$24.47	\$25.01	\$25.55	\$26.10	\$26.65	\$27.19	\$27.74	\$28.28

**NOTES:**

1. This is a new hourly rate schedule which applies to all OCC employees and new hires in positions falling under the AFSCME Classified Master Agreement.
2. An employee's initial placement on the new hourly rate schedule for the remainder of the 2015-2016 College fiscal year following the effective date of a new Agreement between the parties will be at the nearest step with an hourly rate that would not result in any decrease in the employee's hourly rate for the 2014-2015 College fiscal year (July 1, 2014 – June 30, 2015).
3. Any incumbent employees who are already paid an hourly rate in excess of the hourly rate at Step 13 of the new hourly rate schedule for a given Pay Level will be "red circled" (see Appendix A-2) at their hourly rate paid in the 2014-2015 College fiscal year.

2015-2016

1. Each "red-circled" employee will receive a lump sum, off-schedule payment of .5% paid in December 2015.
2. No employee shall receive less than an amount equal to .5% off-schedule (those employees whose initial placement on the new schedule results in an increase of less than .5% off-schedule).

2016-2017

1. No step movement.
2. Each bargaining unit member will receive a lump sum, off-schedule payment of 1% paid in December 2016.

**APPENDIX A-2**  
**RED-CIRCLED HOURLY RATE SCHEDULE**  
**EFFECTIVE OCTOBER 29, 2015 THROUGH JUNE 30, 2017**

<b><u>Pay Level</u></b>	<b><u>Red-Circled Rates</u></b>
I	\$20.67 or \$21.66
II	\$21.65 or \$22.50
III	\$23.62 or \$24.39
IV	\$26.08
V	\$28.82

**APPENDIX B  
GROUP INSURANCE AND RETIREMENT BENEFITS**

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

Part-time employees who transfer to full-time positions and who have completed their probationary period shall be eligible for these insurance benefits on the 1st day of the month following their full-time hire date.

**1. Life Insurance**

Full-time employees are eligible for life insurance coverage as listed below, on the first day of the month in which their probationary period ends (if probation ends on or before the 15th of that month) or the first of the month following the end of their probationary period (if probation ends after the 15th of the month):

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

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

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

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

Optional benefits will be provided under the Classified Flexible Compensation Program (see program booklet for details). Part-time employees are eligible to purchase, at a cost to the employee, life insurance coverage in \$10,000 increments up to \$20,000, on the first day of the month in which their probationary period ends (if probation ends on or before the 15<sup>th</sup> of that month) or the first of the month following the end of their probationary period (if probation ends after the 15<sup>th</sup> of the month). The rates are detailed in the Flex Comp Booklet.

**2. Basic Medical - Health - Hospitalization**

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

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

Cost sharing in the amount of 20% of health care premium is required of all covered employees in the bargaining unit who are subject to cost sharing through December 31, 2015.

Effective July 1, 2015 through December 31, 2015:

Select Choice – HMO	20% of premium
Deductible	0
Co-insurance	0
Office visit	\$10
Prescription	\$5/\$10/\$10
PPO Plan (in-network)	20% of premium
Deductible	\$500/\$1,000
Co-insurance	90/10, limit of \$1,000/\$2,000
Office visit	\$15
Prescription	\$10/\$20/\$40
PPO Plan (in-network)	20% of premium
Deductible	\$100/\$200
Co-insurance	0
Office visit	\$15
Prescription	\$10/\$20/\$40
OPT OUT	\$1,000 Cash Refund

Effective January 1, 2016:

For each eligible employee who elects to receive medical coverage from the College, the College will pay for the actual premium cost and/or illustrated rate cost for such medical coverage up to the hard cap threshold as determined by the State of Michigan on an annual basis. As an illustration, the current (2015) hard cap thresholds are:

Single	\$5,992.30
2-Person	\$12,531.75
Family	\$16,342.66

By law, these amounts are subject to annual adjustment by the State for each calendar year (January 1st – December 31<sup>st</sup>). 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 for the length of this agreement 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 plan options will include at least two PPO plan options (ex. MESSA-administered BCBS medical plan with \$500/\$1,000 deductible and MESSA-administered BCBS medical plan with \$300/\$600 deductible) and at least one high-deductible (HSA-eligible) plan option (ex. MESSA-administered BCBS medical plan with \$1,300/\$2,600 deductible). Summary Plan Descriptions for each medical coverage plan offered by the College will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire.

At any point during the term of this Agreement, the College may seek quotes from reliable medical carriers/providers for 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**

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

Eighty percent (80%) of reasonable and customary charges will be paid for dental claims for core coverage to an annual maximum benefit of \$1,000 per person other than orthodontics. For orthodontic services, sixty percent (60%), of reasonable and customary charges will be paid to a lifetime maximum benefit of \$2,000 per dependent child.

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

<u>Option</u>	<u>Annual Benefit</u>	<u>Co-pay</u>	<u>Ortho Life Benefit</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	\$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					\$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.

4. **Short Term Disability**

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

After a fourteen (14) day waiting period, employees who are disabled shall receive a weekly benefit for a period not to exceed thirteen (13) weeks.

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

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

An employee shall not accumulate vacation and sick leave days while on short-term disability.



5. **Long Term Disability**

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

Amount of benefit - Beginning on the 91st day, employees electing the core option will be eligible for sixty percent (60%) of their monthly salary at the time of disability, to a maximum of \$2,500, subject to the terms and conditions of the existing policy. In accordance with the 1978 Age Discrimination in Employment Act amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply:

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

If a Bargaining Unit Member becomes disabled and is eligible for LTD benefits, s/he will continue to receive medical, dental, vision, and life insurance coverage for a period not to exceed two (2) years from the date of eligibility.

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

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>	<u>Monthly Maximum Benefit</u>
Core	60%	0	0	\$ 2,500
Opt I	65%	\$ 96	0	\$ 2,500
(No other options)				

An employee shall not accumulate vacation and sick leave days while on long-term disability.

6. **Vision Insurance** - A full-time employee and dependents shall be covered by a vision care plan as determined by the Administration.

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

<u>Options</u>	<u>Exam</u>	<u>Frames</u>	<u>Lenses</u>	<u>Contacts</u>	<u>Annual Cost To Employees</u>	<u>Annual Cash Refund</u>
Core	\$ 45	\$ 65	52/80/94	\$115	0	0
Opt I	\$ 45	\$ 70	55/85/95	\$125	\$24	0
Opt II	\$ 45	\$ 35	31/40/50	\$75	0	\$12
Opt III (Opt out)						\$24

7. **Tax Deferred Annuities -- Salary Reduction Plan** - Voluntary by employees. Full-time employees are eligible upon enrollment and application if not previously a member. Employees

may reduce their salary in accordance with Internal Revenue Code of 1954, as amended, and the regulations there under.

8. **Accidental Death and Dismemberment Insurance** - The Employer will continue in force for the duration of this Contract its present Accidental Death and Dismemberment Plan with the existing carrier or similar policy or policies with other reputable insurers of its choice. Full-time classified employees shall be eligible to participate voluntarily in this plan. The classified employees shall contribute the total premium for the coverage elected.
9. **Michigan Public School Employee's Retirement Fund** - Paid by the employer and employee per enabling legislation.
10. **Social Security** - Paid by the employer and employee per enabling legislation.
11. **Workers' Compensation** - Paid by the College. Employees are eligible upon employment. Benefits per schedule established by law for accidents or illness directly attributable to employment. The employee will not continue to accrue vacation and sick days while being paid by Workers' Compensation for lost wages. Upon return to employment, the employee shall assume his/her former position and shift. If the employee is unable to assume the duties of their former position, they shall be offered a position with the College they are capable of performing at the current rate of pay for that position.

A bargaining unit member who is receiving workers' compensation will continue to receive medical, dental, vision, and life insurance coverage up to a maximum of two (2) years from the date s/he began receiving workers' compensation benefits.

An employee on Workers' Compensation may utilize personal sick leave days in one-half (1/2) day or one (1) day increments to supplement his/her workers' compensation, so long as the use of said days does not make him/her more than whole.

12. **Amount of Liability Benefit** - Coverage for job connected liability situations. Maximum Personal Liability: \$500,000 per person; \$1,000,000 per accident. Maximum Property Liability: \$100,000 paid by the College.
13. **Unemployment Compensation** - The Employer shall provide unemployment compensation for all full-time employees in accordance with the Michigan Unemployment Compensation Act.
14. **Employee Tuition Grants** - All full-time employees may attend credit classes at the College which are offered at hours outside their assigned responsibilities without payment of tuition or fees. In addition, the spouse and dependent children residing with the full-time employee are eligible for a similar tuition grant.

Tuition grants for employees are limited to eight (8) credit hours in the Fall, Winter, and Summer semesters. Full-time tuition grants for the spouses and dependent children are allowed.

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

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

Tuition grants for part-time employees are limited to four (4) credit hours in the Fall and Winter semesters and six (6) credit hours in the Summer semester. Tuition grants for dependents of permanent part-time employees are limited to (4) credit hours per session.

The cost of credit-by-exam shall be covered under this program. Each credit hour of credit-by-exam which is paid shall reduce the number of credit hours available under this program.

15. **Library Privileges** - Eligible upon employment. Amount of benefit is the use of any of the Oakland Community College library facilities.
16. **Medical Insurance for Part-time Employees** – Permanent part-time employees shall have the option of purchasing medical, dental and vision insurance at the cost paid by the College, provided it is through payroll deduction. If the employee withdraws consent to payroll deduction, or if there are insufficient funds through payroll deduction to cover the cost, the healthcare (medical, dental and vision) coverage will be terminated immediately.

## **APPENDIX C DEFINITION OF TERMS**

**Full-Time Employee:**

A full-time employee shall mean a classified person hired to work forty (40) hours and who receives fringe benefits.

**Part-Time Employee:**

A part-time employee shall mean a classified person hired to work thirty (30) hours or less each week. When additional work is needed, the College may schedule part-time employees for more than thirty (30) hours per week, provided the employee is available to work the extra hours.

**Temporary Employee:**

A temporary employee shall be defined as a person employed to fill vacancies of regular employees who are absent due to illness, accident, vacations, leaves of absence; to fill temporary jobs; or to fill vacancies, pending posting and filling of vacant positions as provided for in Article 19.

**Temporary Job in Accordance with Article 19:**

A temporary job occurs when a full-time or part-time bargaining unit employee is employed for a specified term or for a special assignment for a specified or indefinite period of time.

**Supervisor:**

A supervisor shall mean a College employee who has the authority to direct the work of employees and effectively recommend the hiring and firing of employees. Each employee shall be notified in writing of his/her immediate supervisor.

**Mileage:**

The College will reimburse employees at the rate established by Board policy for necessary mileage incurred with their personal cars while traveling on official business.

**Working Day:**

The term working day shall mean work days excluding Saturdays, Sundays, and Holidays. Saturday shall be considered a work day for employees on a Tuesday-Saturday work shift/work week.

**Student Worker:**

A student worker shall mean a student of Oakland Community College who is registered as at least a half-time student six (6) credit hours each in the fall, winter and summer semesters. This restriction may be waived by mutual consent between the parties. The Work-Study students shall be governed by Work-Study Programs.

**Probationary Employee:**

A probationary employee is a new employee as defined in Article 12, Seniority.

A probationary employee is not eligible for Personal Leave, Article 22, Section A; Personal Business Leave Days, Article 27; Paid Sick Leave, Article 28; Vacations, Article 25. A probationary employee shall be considered an external applicant under Temporary Transfer, Article 19, and Vacancies/Postings, Article 20.

A probationary employee shall be eligible for insurance benefits as outlined in Appendix B.

**Internal Applicant/Employee:**

A current classified employee but excluding an employee on probation.

**External Applicant/Employee:**

A classified employee on probation and all other persons not in the classified bargaining unit.

**Fiscal Year:**

July 1 - June 30

**APPENDIX D**  
**PAY LEVELS AND CLASSIFICATIONS**

**Level I**

Parts and Tool Crib Attendant  
Secretary

**Level II**

Communications Specialist  
Library Technician

**Level III**

Fed/State Program Assistant  
Placement Services & Co-op Assistant  
Printing Specialist  
Student Services Specialist

**Level IV**

Accounting Specialist  
Administrative Specialist I  
Automotive Body/Vehicle Specialist  
Bookstore Assistant  
Business Office Specialist  
Career Center Specialist  
Financial Aid Specialist  
Food Service Technician/Cashier, Bookkeeper  
Learning Resources Technician  
Media Services Technician  
Paraprofessional  
Payroll Assistant  
Purchasing & Auxiliary Services Assistant

**Level V**

Administrative Specialist II  
Dental Hygiene Program-Clinic Specialist  
Graphic Multi-Media Designer  
Payroll Specialist

**APPENDIX E**  
**JOB DESCRIPTION FORMAT**

It is agreed that the job description format will be:

- A. Job Classification Title
- B. Goal-Based General Description Statement
- C. Illustrative Tasks
- D. Minimum Qualifications
- E. Affirmative Action Data

**APPENDIX F**  
**MINIMUM QUALIFICATIONS**

It is agreed that:

1. Any person placed by this agreement into a job classification shall not be subject to requalification for the same job classification, except for a Paraprofessional bidding to work in a different discipline.
2. Any person applying for a new job classification shall be subject to the new qualification standards except that previously recognized typing speeds, and previous passing of the word processing test or passing of the course AST 1300, or its equivalent, with a C grade or better shall be honored. Typing speeds established by passing appropriate OCC courses and passing of AST 1300, or its equivalent, shall be accepted in place of testing for up to five (5) years after completion of the course. After five (5) years, candidates must take the appropriate skills test.
3. The same minimum qualifications shall be required of external candidates as are required of bargaining unit members. When the College uses the services of temporary agencies to fill temporary positions, the College shall obtain the same evidence required of classified bidders that such individuals meet the same minimum qualifications as were included in the posting of the position for bargaining unit members. The Union shall be notified of each individual used from temporary agencies and be permitted to review the evidence obtained by the College. The language of this paragraph shall not apply to non-bargaining unit temporaries hired for a period not to exceed ninety (90) working days.
4. Interpreting Minimum Qualifications:
  - a. Except as specifically provided elsewhere, whenever a particular OCC course or degree is specified, an equivalent course or degree may be substituted. In the case of courses or degrees from other institutions, the Registrar shall determine equivalency. In the case of other OCC courses or degrees, any substitutions provided in the catalog or mutually agreed to by the College and the Union shall be honored.
  - b. Wherever full-time experience is required, an equivalent amount of continuous part-time experience may be substituted.
5. The Union fully supports the College's mission and value statement and will work collaboratively with the College to ensure that all employees hired or promoted are committed to work in a team environment and recognizes the need to work in a multicultural and diverse working environment.
6. New applicants for any positions that become available must successfully complete the Clerical Skills Battery, which includes 1) Language Arts with 70% accuracy; 2) Mathematics with 70% accuracy; and 3) Microsoft Office Applications (as defined per job classification) with 70% accuracy; 4) Typing with 80% accuracy, if applicable to the position. Internal transfers are exempt from required work experience.

**Pay Level I**

**Classification Title**

Parts and Tool Crib Attendant

**Minimum Qualifications**

High School graduation or equivalent

Successful completion of Clerical Skills Battery  
(Language Arts and Math)

Six (6) months related work experience

Secretary

High School graduation or equivalent

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office - Word and  
Excel)

Computer keyboard proficiency: 50 wpm

**Pay Level II**

**Classification Title**

Communications Specialist

**Minimum Qualifications**

High school graduation or equivalent

Successful completion of Clerical Skills Battery  
(Language Arts, Math, and Microsoft Office – Word)

One (1) year multi-line phone system experience

Computer keyboard proficiency: 35 wpm

Demonstrated customer service experience

Ability to provide general College information

Library Technician

High School graduation or equivalent

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office - Word and  
Excel)

Computer keyboard proficiency: 35 wpm

Successful completion of six (6) college credits in  
Library Science

One (1) year experience in a library setting



**Pay Level III**

**Classification Title**

Federal/State Program Assistant

**Minimum Qualifications**

Successful completion of a minimum of 24 college credits in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050)

-or-

Associate Degree or higher in any discipline

AND

Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word and Excel)

Computer keyboard proficiency: 50 wpm

Two (2) years clerical work experience

Placement Services and Co-op Assistant

Successful completion of a minimum of 24 college credit hours in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050)

-or-

Associate Degree or higher in any discipline

AND

Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word and Excel)

Computer keyboard proficiency: 50 wpm

Two (2) years clerical work experience

Printing Specialist

Successful completion of a minimum of 24 college credit hours in Computer Information Systems

-or-

Certification as a Print Specialist

-or-

Associate Degree or higher in any discipline

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Two (2) years experience in a printing and finishing  
environment

Valid Michigan driver's license

Student Services Specialist

Successful completion of a minimum of 24 college  
credit hours in Administrative Support Technology  
(AST), Business Information Systems, Computer  
Information Systems, or Business Administration (BUS  
1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800,  
ACC 1810, ACC 1820 and CIS 1050)

-or-

Associate Degree or higher in any discipline

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Computer keyboard proficiency: 50 wpm

Two (2) years customer service experience

**Pay Level IV**

**Classification Title**

Accounting Specialist

**Minimum Qualifications**

An earned Associate Degree or higher in Accounting or  
Business Administration (with a concentration in  
Accounting)

-or-

Any Associate Degree or higher with successful  
completion of 16 college credit hours in Accounting

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years accounting or bookkeeping experience

#### Administrative Specialist I

An earned Associate Degree or higher in Administrative  
Support Technology (AST), Business Administration,  
Business Information Systems or Computer Information  
Systems

-or-

Any Associate Degree or higher with successful  
completion of 16 college credit hours in Business  
Administration (BUS 1100, BUS 2030, BUS 2530,  
MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS  
1050), Business Information Systems or Computer  
Information Systems

AND

Successful completion of the Clerical Skills Battery  
(Language, Arts, Math and Microsoft Office – Word,  
Excel, and PowerPoint)

Computer keyboard proficiency: 60 wpm

Two (2) years secretarial experience

Demonstrated customer service experience

Demonstrated ability to take minutes

#### Automotive Body/Vehicle Specialist

An earned Associate Degree or higher in Automobile  
Collision Repair

-or-

Any Associate Degree or higher with a certificate in  
Collision Auto Repair

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math, and Microsoft Office – Word)

Two (2) years automotive collision repair experience

Bookstore Assistant

A valid Michigan driver's license

Demonstrated knowledge of industry standards

An earned Associate Degree or higher in any of the following: Accounting, Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Marketing or Retail

-or-

Any Associate Degree or higher in any discipline with successful completion of 16 college credit hours in any of the following: Accounting, Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Marketing or Retail

AND

Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word and Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years bookstore/retail operations experience

Business Office Specialist

An earned Associate Degree or higher in Accounting, Administrative Support Technology (AST), Business Administration, Business Information Systems or Computer Information Systems

-or-

Any Associate Degree or higher with successful completion of 16 college credit hours in Accounting, Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Business Information Systems or Computer Information Systems

AND

Career Center Specialist

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years cashiering or retail experience

An earned Associate Degree or higher in Administrative  
Support Technology (AST), Business Information  
Systems, Computer Information Systems, Liberal Arts,  
General Studies or Library Science

-or-

Any Associate Degree or higher with 16 college credit  
hours in Business Information Systems, Computer  
Information Systems or Library Science

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years customer service experience

Financial Aid Specialist

An earned Associate Degree or higher in Accounting,  
Administrative Support Technology (AST), Business  
Administration, Business Information Systems or  
Computer Information Systems

-or-

Any Associate Degree or higher with 16 college credit  
hours in Accounting, Business Administration (BUS  
1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800,  
ACC 1810, ACC 1820 and CIS 1050), Business  
Information Systems or Computer Information Systems

AND

Successful completion of the Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years customer service experience

Food Service Technician/Cashier/  
Bookkeeper

An earned Associate Degree or higher in Culinary  
Arts or Restaurant Management

-or-

Any Associate Degree or higher with 16 college credit  
hours in Culinary Arts or Restaurant Management

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years food service business operation  
experience

Learning Resources Technician

An earned Associate Degree or higher in Library  
Science

-or-

Any Associate degree or higher with 16 college credit  
hours in Library Science

AND

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

A valid Michigan driver's license

Computer keyboard proficiency: 35 wpm

Two (2) years experience in a library setting

Demonstrated customer service experience

Media Services Technician

An earned Associate Degree or higher in Computer  
Information Systems

-or-

Any Associate Degree or higher with a certificate in  
Multimedia Communication

AND

Paraprofessional

Successful completion of Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word,  
Excel and PowerPoint)

A valid Michigan driver's license

Computer keyboard proficiency: 35 wpm

Two (2) years computer multimedia or AV experience

Demonstrated customer service experience

An earned Associate Degree or higher in the discipline  
which the position supports

-or-

Any Associate Degree or higher and 16 college credit  
hours in the discipline the position supports

AND

Successful completion of the Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

A valid Michigan driver's license

For ASC Paraprofessionals: Associate Degree or higher  
in Liberal Arts, Science or General Studies: The  
General Studies Associates' Degree must include ENG  
1510, 1520, or equivalents, and either eight (8) credit  
hours of Science (BIO, CHE, PHY or GSC) or four (4)  
credits in Science (BIO, CHE, PHY or GSC) and four  
(4) credits in Math

Payroll Assistant

An earned Associate Degree or higher in Accounting or  
Business Administration (with a concentration in  
Accounting)

-or-

Any Associate Degree or higher with successful  
completion of 16 college credit hours in Accounting

AND

Successful completion of the Clerical Skills Battery  
(Language Arts, Math and Microsoft Office – Word and  
Excel)

Purchasing & Auxiliary Services Assistant

Computer keyboard proficiency: 35 wpm

Two (2) years accounting or payroll experience

An earned Associate Degree or higher in Business Administration or Accounting

-or-

Any Associate Degree or higher with successful completion of 16 college credit hours in Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), or Accounting

AND

Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word and Excel)

Computer keyboard proficiency: 35 wpm

Two (2) years vendor-related purchasing experience

**Pay Level V**

**Classification Title**

Administrative Specialist II

**Minimum Qualifications**

An earned Associate Degree or higher in Administrative Support Technology (AST), Business Administration, Business Information Systems or Computer Information Systems

-or-

Any Associate Degree or higher with successful completion of 16 college credit hours in Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Business Information Systems or Computer Information Systems

AND

Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word, Excel, and PowerPoint) Computer keyboard proficiency: 60 wpm

Four (4) years secretarial experience



	Demonstrated ability to take minutes
	Demonstrated customer service experience
Dental Hygiene Program-Clinical Specialist	An earned Associate Degree or higher in Applied Science (Dental Hygiene), Administrative Support Technology (AST), Business Administration, Business Information Systems or Computer Information Systems
	AND
	Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word and Excel)
	Computer keyboard proficiency: 60 wpm
	Four (4) years medical office or secretarial experience
	Demonstrated customer service experience
Graphic/Multi-Media Designer	An earned Associate Degree or higher in Graphic Design, Multi-Media or Web Design
	-or-
	An Associate Degree or higher and certification in one of the above disciplines from an accredited educational institution
	AND
	Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word, Excel and PowerPoint)
	Computer keyboard proficiency: 35 wpm
	Knowledge of industry standard software, as well as Microsoft Office and Adobe products
	Knowledge of e-commerce, preferred
	Four (4) years graphics, multi-media or web design and production experience
	A valid Michigan driver's license

Payroll Specialist

An earned Associate Degree or higher in Accounting or Business Administration (with a concentration in Accounting)

AND

Successful completion of Clerical Skills Battery (Language Arts, Math and Microsoft Office – Word and Excel)

Computer keyboard proficiency: 35 wpm

Familiar with Federal, State and Social Security regulations

Four (4) years accounting or payroll processing experience

Employee ID \_\_\_\_\_  
Probationary End Date \_\_\_\_\_

**APPENDIX G  
PERFORMANCE APPRAISAL FORM**

NAME: \_\_\_\_\_  
Last Middle First

EVALUATION DATE: \_\_\_\_\_ DATE OF HIRE: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ FULL TIME: \_\_\_\_\_ PART-TIME: \_\_\_\_\_

TYPE OF APPRAISAL: Regular \_\_\_\_\_ Probationary \_\_\_\_\_ Other \_\_\_\_\_

PURPOSE OF APPRAISAL: To improve individual performance and to create an incentive to change his/her behavior if it is warranted.

**DEFINITIONS OF DEGREES OF PERFORMANCE**

Outstanding performance is consistently characterized by exceptionally high quality work that leaves little or nothing to be desired. Employee repeatedly makes contributions to the organization which are far above the requirements of his/her position. (5 points)

Very Good performance is marked by initiative and high quality and quantity of work. Employee regularly makes valuable contributions to the organization. Judgments are sound and employee demonstrates knowledge and mastery of his/her position. (4 points)

Satisfactory performance is that which meets the requirements of the position. The position is being covered in an adequate manner and the responsibilities are being handled competently. (3 points)

Needs Improvement performance is marginal. Employee requires frequent supervision. Does not meet minimum standards for performance; improvement is expected. (2 points)

Unsatisfactory performance does not meet the requirements of the position. (1 point)

**PERFORMANCE FACTORS**

**A. Quality of Work:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered were the accuracy, planning, follow-through and attention to detail of your work together with the necessity for close supervision of your efforts. Volume of work produced was not considered.

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**B. Quantity of Work:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered was your ability to organize work load, amount of work completed, and extent to which work is kept on schedule.

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**C. Work Habits:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered was your adherence to established procedures and rules; your dependability, judgment, persistency and personal habits as they affect your work in general.

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**D. Attitude:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered was your attitude toward your work, your ability to make useful suggestions, your specialized knowledge of your job, your efforts to acquire new or broader knowledge of your job.

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**E. Relationships With People:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered were such traits as your tact, courtesy, self-control, patience, and discretion in dealing with your fellow employees, subordinates, superiors, and the public.

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**F. Resourcefulness:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered were ability to handle difficult situations, ability to work independently and ability to be flexible in adapting to changes.

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**G. Attendance:**

Outstanding (5)  Very Good (4)  Satisfactory (3)  Needs Improvement (2)  Unsatisfactory (1)

Considered was whether you came to work on time each day in conformance with work hours.

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**Total Points:** (add points from each category above)

**OVERALL PERFORMANCE (circle one)**

- Outstanding** (32-35)
- Very Good** (25-31)
- Satisfactory** (21-24)
- Needs Improvement** (14-20)
- Unsatisfactory** (7-13)

Explanation/Comments: \_\_\_\_\_

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**Describe areas of improvement since the last review.**

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**AREAS FOR PROFESSIONAL DEVELOPMENT**

Identify areas in which professional development activities are necessary to further enhance the employee's professional competence and success.

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**Evaluator's Comments:**

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Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Employee's Comments:**

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Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYEE'S ACKNOWLEDGEMENT**

This evaluation has been discussed with me and my signature on this document acknowledges receipt of a copy of this evaluation and in no way signifies agreement with the aforementioned comments.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX H-1**

2015 WINTER CLOSEDOWN

The parties agree as follows:

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

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

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
  - A. Two (2) vacation days, plus two (2) days of paid time from the College.
  - B. Two (2) personal business days, plus two (2) days of paid time from the College.
  - C. Any combination of A and B.
  - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
  - A. Up to four (4) hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay.
  - B. All four (4) days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay.
- 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. Any employee who works on a day designated as a “work day” will be paid at time and one half. In addition, an equal number of hours will be added to the employee’s vacation bank for all hours worked during the winter closedown.



**APPENDIX H-2**

**2016 WINTER CLOSEDOWN**

The parties agree as follows:

- 1) There will be a winter closedown from Thursday, December 22, 2016 through Monday, January 2, 2017.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Thursday	December 22	Work Day
Friday	December 23	Holiday
Saturday	December 24	Saturday
Sunday	December 25	Sunday
Monday	December 26	Holiday
Tuesday	December 27	Work Day
Wednesday	December 28	Work Day
Thursday	December 29	Work Day
Friday	December 30	Holiday
Saturday	December 31	Saturday
Sunday	January 1	Sunday
Monday	January 2	Holiday
Tuesday	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) Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options to charge time for those days:
  - A. Up to four (4) hours of vacation time, with the College paying for an equal number of hours. The remaining days shall be without pay.
  - B. All four (4) days taken without pay, with the understanding that the days would not be considered as scheduled work days for the purpose of determining eligibility for holiday pay.
- 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. Any employee who works on a day designated as a “work day” will be paid at time and one half. In addition, an equal number of hours will be added to the employee’s vacation bank for all hours worked during the winter closedown.

**APPENDIX I  
FLEXIBLE WORK WEEK**

In accordance with Appendix A, this is a request for the following work schedule:

Employee's name (print): \_\_\_\_\_

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Period (insert dates): \_\_\_\_\_

The forty (40) hour work week is proposed as follows:

Monday	from _____ a.m.	to _____ p.m.
Tuesday	from _____ a.m.	to _____ p.m.
Wednesday	from _____ a.m.	to _____ p.m.
Thursday	from _____ a.m.	to _____ p.m.
Friday	from _____ a.m.	to _____ p.m.

Justification for request (Note: flexible schedule must benefit college services or operations)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved       Denied

\_\_\_\_\_  
Supervisor                                  Date                                  Title

Approved       Denied

\_\_\_\_\_  
Member of Chancellor's Cabinet                  Date                                  Title

**Note: Flexible schedules must conform to the requirements of Appendix A, Work Shift, section D**

Copies to: Campus Steward and Human Resources

**APPENDIX J**

**Family and Medical Leave Act**

**U.S. Department of Labor**

**Wage and Hour Division**

**Pages 71-74**

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

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

### COVERED EMPLOYERS

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

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

### ELIGIBLE EMPLOYEES

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

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

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

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

### LEAVE ENTITLEMENT

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

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

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

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

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

## **NOTICE**

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

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

Covered employers must:

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

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

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

## **CERTIFICATION**

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

## **JOB RESTORATION AND HEALTH BENEFITS**

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

## **OTHER PROVISIONS**

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

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

## **ENFORCEMENT**

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

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

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

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

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

**U.S. Department of Labor**

Frances Perkins Building

200 Constitution Avenue, NW Washington, DC

20210

**1-866-4-USWAGE**

TTY: 1-866-487-9243

**LETTER OF UNDERSTANDING #1**  
**between**  
**OAKLAND COMMUNITY COLLEGE**  
**and**  
**AFSCME LOCAL 2042**

**TUTORS**

This agreement shall apply only to tutors working in labs in academic disciplines.

- A. At the beginning of each semester, the appropriate dean shall schedule a meeting with the appropriate faculty and appropriate paraprofessional(s) to determine the needs for tutors. At this meeting, both the faculty and paraprofessional(s) shall have input; however, the Dean shall make the final determination as to numbers and hours of tutors. Whenever possible, paraprofessional(s) shall be involved in the selection of Tutors.
- B. A tutor shall not be used to circumvent overtime nor replace Classified employees. Tutors may tutor in the absence of paraprofessionals; however, tutors shall not be rescheduled to cover absences of the paraprofessional. When a paraprofessional(s) is on duty, she/he will oversee the activities and hours of tutors. It is not intended that the paraprofessional(s) "supervise" tutors, but rather that they act in a coordination role in order to best serve the needs of students.
- C. Tutors shall be paid in accordance with Board policy, but the rate will not exceed the minimum starting rate in effect for paraprofessionals less \$1. A tutor may work a maximum of 20 hours per week on average. This provision may be waived by the campus administration and local steward in exceptional circumstances.
- D. The Employer will provide a list of tutors each semester to the chief Steward. It shall contain, in Representational Area, the tutor's name, pay rate, the lab assigned to, and hours worked for the semester. This list shall be printed once the last pay of the semester has been made. The Union may refer the matter to a Special Conference if the number of tutors has increased to the point the Union believes presents an erosion or restriction of bargaining unit work and positions.
- E. Use of tutors shall not limit staff development opportunities for Classified personnel.
- F. This Letter of Understanding shall not apply to PASS tutors.

**On behalf of:**

**OCC BOARD OF TRUSTEES**

**AFSCME LOCAL 2042**

\_\_\_\_\_  
Gary S. Casey  
Director of Employee Relations

\_\_\_\_\_  
Kathie Sherrill, Council 25 Representative  
Michigan AFSCME Council 25

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

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

\_\_\_\_\_  
Margaret Carroll  
Director of Personnel Services

\_\_\_\_\_  
Kathleen Cham  
President

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

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

*Originally agreed to and signed January 21, 1994*



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