



# AGREEMENT

Between the  
Board of Trustees of the St. Clair County Community College  
Port Huron, Michigan  
and the

**TEAMSTERS LOCAL 214**  
State, County, and Municipal Workers Affiliated with the  
International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America

2008 - 2009  
THROUGH  
2010 -2011

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## AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July 1, 2008, by and between the St. Clair County Community College, 323 Erie St., P.O. Box 5015, Port Huron, Michigan, 48061-5015, and all other locations, hereinafter called the "College", party in the first part, and Teamsters Local 214, State, County and Municipal Workers, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America located at 2825 Trumbull Avenue, Detroit, Michigan, 48216-1290, hereinafter called the "Union", party of the second part.

**WHEREAS:** The general purpose of this Agreement is to set fourth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the College, employees, and the Union.

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

The provisions of this Agreement shall be applied in a reasonable and equitable manner and without regard to race, creed, religion, color, sex, marital status, handicap, veteran status, or national origin.

**THEREFORE:** It is mutually agreed as follows:

## ARTICLE I

### Recognition, Union Security, and Dues

- A. The College recognizes the Union as the sole and exclusive representative of the maintenance and custodial employees covered by this Agreement and accordingly will neither make nor enter into any agreements with any individuals or other unions with respect to rates of pay, wages, hours of work, and other conditions of employment for the entire term of this Agreement for all the custodial and maintenance employees, including truck drivers.
- B. Membership in the Union is not compulsory. Regular employees have the right to join, not to join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.
- C. Membership in the Union is separate, apart and distinct from the assumption of obligation on the part of any employee covered by this Agreement. The Union is required under this Agreement to represent all of the employees equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the College after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- D. In accordance with the policy set forth above, all present regular employees in the bargaining unit who are not members of the Union of the effective date of this Agreement are not required to become members or pay Union dues as a condition of continued employment. All present regular employees who are members of the Union or who are by virtue of Union membership or otherwise individually and voluntarily committed to the payment of Union dues, on the effective date of this Agreement, shall continue to be obligated to make payment of Union dues as a condition of continued employment. All future regular employees hired after the execution of this Agreement by the College shall become obligated to pay Union dues as a condition of employment. All present and future regular employees who are so obligated to pay dues shall pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues, but excluding initiation fees and other assessments. For such present employees, the obligation with respect to such payments shall commence on the date of execution of this Agreement; for future employees, the payment shall start thirty-one (31) days following the completion of the probationary period.
- E. Any dispute arising as to the employee's obligations to the Union under the foregoing subsections may be presented as a grievance at Step 3 of the Grievance Procedure.
- F. The Union will indemnify, defend, and hold the College harmless against any claims made and against any suit instituted against the College on account of any check-off of any payments pursuant to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payments.
- G. During the life of this Agreement, the College agrees to deduct payments required to be made pursuant to the foregoing sections (hereinafter called "dues") from the pay of each employee who, individually and voluntarily, executes or has executed a proper authorization form. Such authorization and direction for dues deductions shall become effective upon delivery to the College, and shall be irrevocable for a period of one (1) year, or until the termination of the Agreement between the College and the Union, whichever occurs sooner, and shall be automatically renewed and become irrevocable for successive periods of one (1) year each for the period of each succeeding applicable Agreement between the College and the Union, whichever shall be shorter, unless written notice is given by the employee to the College and Union not more than twenty (20)

days and not less than (10) days prior to the expiration of each period of one (1) year or of each applicable Agreement between the College and the Union, whichever occurs sooner.

- H. Deductions shall be made only in accordance with the provision of this Article.
- I. A properly executed copy of an assignment-of-dues form for each employee for whom dues are to be deducted hereunder shall be delivered to the College before any payroll deductions are made. Deductions shall be made thereafter only under such assignment-of-dues forms which have been properly executed and are in effect. Any such forms which are incomplete or in error will be returned to the Union by the College.
- J. On or before the fifteenth (15) day of each month, the Union shall deliver to the College any executed authorization forms under which dues are to be deducted beginning with the following calendar month. After receipt of such an authorization form, the dues for each succeeding calendar month shall be deducted from the payrolls for that month.
- K. In the case of employees being rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed an assignment-of-dues form; deductions will be made for dues as provided herein.
- L. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of a legal assignment or the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- M. Dues deduction shall be remitted to the Financial Security of the Union once each month within fifteen (15) days after the last regular payday in the month. The College shall furnish the Financial Secretary of the Union, monthly, with a list of those for whom deductions have been made.
- N. Any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, resignation, discharge, layoff, or sick leave of absence shall cease to be subject to check off deductions beginning in the month immediately following the month in which termination or transfer occurred or seniority was thus broken.
- O. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an assignment-of-dues form may be presented as a grievance at Step 2 of the Grievance Procedure. Until the matter is disposed of, no further deductions shall be made.
- P. The College shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees wages earned.

## ARTICLE II

### Union Representation and Activities

- A. The College recognizes the right of the Union to designate a Steward and/or Committeemen. Such representatives must be employees of the College who meet the requirements of the Union. The authority of the Steward and Committeemen shall be limited to and shall not exceed the provisions outlined in this Article. There shall be only one (1) Steward at any given time.
- B. The Union agrees that it will certify to the College the names of newly elected and/or appointed Steward and Committeemen during the term of this Agreement. Such a Steward and Committeemen shall not be entitled to exercise their respective functions as herein described until the College has been so notified.
- C. The duties and activities of the Steward and Committeemen shall be as follows:
1. To investigate and present grievances in accordance with the provisions of this Agreement.
  2. To serve as a collective bargaining committee.
  3. To transmit such messages and information which shall originate with and are authorized by the Union, provided such messages and information:
    - a. have been reduced to writing, or
    - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the operation of the College.
- D. The College will provide bulletin boards which may be used by the Union for posting notices approved by the College and limited to:
1. Notices of Union meetings.
  2. Notices of Union Elections.
  3. Notices of Union appointments and results of elections.
  4. Notices of Union recreational and social affairs.
  5. There shall be no posting or any other kind of literature or material on school property other than as herein provided, nor any distribution or transmission of any literature or material, other than the notices herein authorized, during the hours when those distributing or transmitting such literature or material or those receiving same are on school paid time.
- The location of such bulletin boards shall be determined mutually by the College and the Union.
- E. Whenever it may be necessary for any Steward or Committeemen to leave his work to handle grievances, he shall be entitled to do so to the extent of not over three (3) hours per pay period (two weeks), plus such time as may be required for grievance meetings at Step 3, provided that he has the permission of his immediate supervisor, or if his immediate supervisor is not then working, that there will be no disruption of nor interference with College work. The Steward and Committeemen

shall perform their regularly assigned work at all times, except when absent from work in accordance with the foregoing procedure.

- F. Authorized representatives of the Union shall be permitted, upon obtaining the approval of the Appropriate College Dean or designee, to visit the College during work hours to talk with the Steward and/or Committeemen and/or representative of the College concerning matters covered by this Agreement, it being understood that there will be no interference with the work.
- G. This Article of the Agreement is concerned with the proper functioning of the Union representatives. Except as specifically provided herein, no employees shall make any use of working hours for any Union activities which interfere with the efficient performance of work.
- H. The College shall inform an employee that he has the right to Union representation in any meeting or hearing that could result in discipline being taken against the employee.

## ARTICLE III

### Seniority

- A. The College will prepare a Master Seniority List, as soon as reasonably possible after this Agreement becomes effective, which will list, in order, the names of all employees covered by this Agreement, prepared in accordance with the provisions hereof. This Master Seniority List will be as accurate as possible at all times and will be on file in the Office of the Appropriate College Dean or designee and accessible to the Bargaining Committee and the Union Steward.
- B. When the Master Seniority List has been compiled as required in the foregoing paragraph, copies thereof will be made available for all employees in the bargaining unit through the Committee and Steward. At reasonable times thereafter, Union representatives will be entitled to request a duplicate copy of the Master Seniority List for the Union's information and files.
- C. The College agrees that only the names of the employees covered by this Agreement shall be placed on the Seniority List.
- D. Any employee desiring to protest the correctness of his position on the Seniority List shall file his protest in writing with the Appropriate College Dean or designee. For purposes of this Agreement, such a list shall be deemed to be correct for any period prior to the date of filing such a protest. If said protest is not satisfactorily adjusted, it may be presented at Step 1 under the Grievance Procedure.
- E. Employees may not earn more than one year of seniority in a fiscal year.
- F. Seniority shall be adjusted and posted on July 1 and January 1 of each year and posted no later than July 10 and January 10 of each year.

**ARTICLE IV**  
**Seniority Date**

- A. Effective with this Agreement, seniority, except for retirement fund purposes, shall begin with an employee's initial date of employment at the College, regardless of source of funding for that employment. Upon completion of their probationary period, new employees and any other employees now serving a probationary period shall be placed on the Master Seniority List as of the original date and time of hire. Employees who have already established seniority prior to this contract, shall not have their seniority dates adjusted.

## ARTICLE V

### New and Probationary Employees

- A. Each new hire member shall serve a sixty (60) day probationary period during which time there shall be no responsibility on the part of the College for their continued employment or re-employment. The probationary period may be extended an additional sixty (60) days if a marginal evaluation is received by the employee at the sixty (60) day evaluation. During such probationary period, the employee will be paid at the minimum rate for his/her classification. At the completion of the probationary period, the employee will be advanced to the next step on the pay schedule if a satisfactory evaluation is received. If the evaluation is unsatisfactory, the employee will be released. During the probationary period, the employee shall accrue sick leave and vacation time, but shall not be able to use accrued vacation time until the probationary period has been satisfactorily completed. Probationary employees shall not receive pay for holidays, or pay for days that the College is scheduled to be closed.
- B. On occasion, the College may employ non-classified personnel for part-time or full-time work for a period of up to six (6) months. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only and shall not be used for the purpose of laying off any regular employees or so as to deprive regular employees of overtime. If the temporary position is a new position that is to continue, then it shall be declared as a permanent position and posted in accordance with Article VI.A.1. Exceptions to the time periods mentioned above may be made for temporary individuals replacing an employee on a paid or unpaid leave.
- C. Federal programs involving work-study students are recognized as being outside the coverage of this Agreement, and that work-study students under such programs are not considered employees for the purposes of this Agreement.
- D. Each year during the month of April, the immediate supervisor shall submit a written evaluation of the performance of each employee under his/her supervision. Such evaluations shall be based upon established work standards which have been reviewed and discussed with the Union. All evaluations shall be discussed with the employee before they are placed in the personnel file. The employee shall have the right to add remarks, statements or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation in accordance with state law.

The Union and the College will mutually develop a form to be used for such evaluations.

- E. The ratio of part-time employees to full-time employees shall not exceed forty (40%) percent; i.e., if there is a total of forty employees in the bargaining unit, the total number of part-time employees shall not exceed (16).

## ARTICLE VI

### Transfers, Layoffs, and Rehiring

- A. The transferring, layoff, and rehiring of employees are the sole responsibility of the College, subject to the following:
1. All vacancies to be filled will be advertised within the College through written notice posted in each building for a period of five (5) working days. The College shall make every effort to reach a conclusion within fifteen (15) working days after the last date of posting. All internal applicants will be notified of the disposition of their application. The successful applicant, internal or external, shall receive the rate for the new job. It is the College's determination if a vacant position is to be filled, changed or eliminated. The Union will be notified of its decision within a reasonable time frame.
  2. Employees with the longest seniority will be given preference, when all other factors are equal, in filling vacancies and in the advancement of employees to higher paying jobs.
  3. Recall and layoff shall be done according to seniority subject to a joint letter of understanding.
  4. In making layoffs and in the rehiring of laid off employees, seniority within classification shall be used when all other factors are equal. In the event of a layoff, employees who have successfully completed probation in a lower classification shall have the option of bumping to a lower classification based on their seniority and qualifications.
  5. No employee shall be laid off unless said employee shall have been notified in writing at least thirty (30) calendar days prior to the effective date of the layoff. College may elect to substitute pay in lieu of notice days for any portion and up to the 30 day notice period.
- B. An employee who is selected to be promoted or transferred to a new position will be give a sixty (60) calendar day trial period in which to show his/her ability to perform in the new position. This period may, in specific instances, be extended for an additional thirty (30) calendar days by mutual agreement between the Union and the Employer. In the event the employee fails to meet the standards of the new position, he/she will be returned to his/her former position.

An employee who was promoted or transferred to a new position may voluntarily elect to return to his/her former position if he/she requests such within the trial period. Such employee will be returned to his/her former position within (30) days of the request. If an employee transfers to a different position, he/she may not bid for another transfer until completion of his/her trial period.

- C. If an employee is assigned job duties outside of his position description, the employee shall not receive a lower rate of pay unless the assignment was due to a layoff or the employee's job performance. The employee shall receive a higher rate of pay if he is performing duties that are not in his job description, these duties are in a higher rated classification, and these duties are performed for eight (8) hours or more. If working beyond one day, the higher rate of pay shall be for all days worked. The College will not circumvent this provision by assigning a new employee each day.

**ARTICLE VII**  
**Loss of Seniority**

- A. Seniority shall be lost for the following reasons:
1. If the employee resigns.
  2. If the employee is discharged for justifiable cause.
  3. If the employee fails to report for work for three (3) or more days without notifying the Director of Physical Plant or the Appropriate College Dean or designee not later than the third day of absence, unless an adequate reason is given for such absence by the employee.
  4. If the employee fails to return to work within five (5) days after being notified to report for work by personal service or certified mail to the last address given to the College and does not give satisfactory reasons.
  5. If the elapsed time of absence from work exceeds the seniority or two (2) years, which ever is shorter. If the elapsed time of absence from work is because of physical or mental disability, or maternity, the person will be placed on a preferential rehire list.

## ARTICLE VIII

### Preferential Seniority

- A. The Union Steward shall have preferential seniority for purposes of layoff and recall. Accordingly, notwithstanding his position on the seniority list, the Union Steward shall, in the event of a layoff, be allowed to continue work so long as there is a job in the College which he is able to perform and shall be recalled to work after the layoff as soon as there is a job in the College which he is able to perform.

## ARTICLE IX

### Military Service

- A. If an employee enlists, or is drafted for active service in the Armed Forces of the United States or is required to leave because of enforced military training, upon their return shall be restored to employment within the College, with no loss of seniority, according to the law in effect at the time of such release from military service.

## ARTICLE X

### Disciplinary Action

- A. The College shall not discharge, suspend, or otherwise discipline any employee without just cause. The College agrees that, in the event of a disciplinary layoff, the Steward or Committeemen representing the employee involved will be notified prior to, at the time of, or as soon as practical, after such penalty is imposed.
- B. Reprimands for minor offenses may be issued by an employee's immediate supervisor. Disciplinary layoffs shall be issued only for major offenses and shall not be imposed unless authorized by the President or the Appropriate College Dean or designee.
- C. It is important that complaints regarding unjust disciplinary layoffs, discharges, or suspensions be handled promptly under the Grievance Procedure, beginning at Step 2. Accordingly, grievances must be filed within three (3) working days of the layoff, discharge, or suspension. The College will review and render a decision on the case at Step 2 within five (5) working days of the receipt of the grievance.
- D. In the event that it shall be determined that a disciplinary layoff or discharge of any employee was without cause, the employee shall be reinstated unconditionally without loss of seniority and given back pay for the time lost. In the event however, that a discharge is reduced to a disciplinary layoff, compensation shall be paid for that portion only of the lost time in excess of such disciplinary layoff as finally determined.

## ARTICLE XI

### Grievance Procedure

A. All grievances shall be presented and disposed of in accordance with the following procedure:

**Step 1.** The first step of the Grievance Procedure is an informal conference with the Director of Physical Plant. An appeal from the determination of Director of Physical Plant will be taken informally to the Appropriate College Dean or designee. Any appeal from his determination is to be taken to the President or his/her designated representative, before registering a formal written grievance.

All formal grievances shall be presented and handled in accordance with the following procedure after compliance with the first step as set forth in Step 1 above.

**Step 2.** Each grievance shall be filed in writing and submitted to the Appropriate College Dean or designee. Written grievances shall contain the following:

1. It shall be signed by the grievant or grievants and Steward;
2. It shall be specific: who, what, when, where;
3. It shall contain an explanation of the facts giving rise to the alleged violation;
4. It shall contain the date of the alleged violation;
5. It shall state the remedy requested.

**Step 3.** Appeal from the determination at Step 2 may be made by presenting the grievance in writing to the President and/or his/her designated representative, who shall meet with the Union's representative, one of whom shall be the Business Agent.

**Step 4.** In the event, the grievance is not satisfactorily settled at Step 3, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamster's Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the College in writing. The decision of the Grievance Panel must be made within sixty (60) days.

The Union may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association. Notice of such appeal must be submitted to the College in writing

Within twenty (20) work days following notice of appeal, demand for arbitration shall be made by written submission, defining the issue to be arbitrated. The College shall then have ten (10) work days within which to reply to such submissions by filing same with the American Arbitration Association.

The Union and the College shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific article and section of this Agreement.

Although the arbitrator may cite law in making his award, he shall have no power to interpret state and/or Federal Law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.

The Arbitrator's decisions shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.

There shall be no appeal from an arbitrator's decision, if within the scope of his authority as set forth herein, and it shall be final and binding on the Union, members of the bargaining unit, the employee or employees involved, and the College.

The arbitrator's fees and expenses, the cost of any hearing and the cost of a reporter, shall be borne by the losing party. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation, excluding the Steward who is party to the grievance or his designee.

- B. A Union representative shall have the right to represent any employee in any grievance proceedings upon the request of that employee. A Union representative shall have the right to process a grievance in behalf of the Union. Any individual employee may present a grievance and have the right to process a grievance in behalf of the Union. Any individual employee may present a grievance and have such grievance adjusted, without intervention or a Union representative, if the adjustment is not inconsistent with the terms of this Agreement and if a Union representative has been given an opportunity to be present at such adjustment.
- C. At each step of the formal Grievance Procedure, the members of the administrative staff or the Board shall promptly determine the grievance and give notice of its determination to the individual involved or representative of the group and the Union at the step.
- D. Every grievance shall be deemed settled and incontestable unless within ten (10) days after receipt of such notice of determination at any step appeal is taken as above provided to the next succeeding step of the Grievance Procedure.
- E. The liability of the College arising out of a grievance shall be limited to not more than fifteen (15) days prior to the date of submission of the grievance in the first step.
- F. The College shall provide all necessary forms for the processing of grievances.
- G. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the Grievance Procedure. Except as otherwise provided in this Agreement, grievances shall be limited to disputes involving the application or interpretation of this Agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms).

## ARTICLE XII

### Paid Leave Time

- A. All regular full-time employees hired before July 1, 2008 will be allowed one (1) day of sick leave time for each month employed subject to a maximum of twelve (12) work days in any one fiscal year. For employees with one (1) or more years of continuous employment, those days will be available for immediate usage. Days used in excess of accumulated time in a fiscal year will be deducted from an employee's final check in the event of employment resignation, retirement, discharge, or any other employment ending event. Employees with less than one year of service shall use sick time only as accrued.

Employees hired full-time after July 1, 2008 will accumulate sick days at the rate of 10 days per year. New full-time or part-time employees will not be eligible to participate in the employee sick bank. New full-time employees may accumulate sick time up to 75 days. There shall be no payout for sick time for employees hired after July 1, 2008 for any event which causes the employee to leave the College. Employees hired part-time after July 1, 2008 will not receive or accumulate sick time.

Absences chargeable against such sick leave time shall be allowed for the following reasons:

1. Personal illness, immediate family illness of short duration (1-2 days) or quarantine, chargeable to leave time. Immediate family as defined in the Family Medical Leave Act.
  2. Serious illness in the immediate family, as defined in the Family Medical Leave Act. Immediate family would include those as defined by the Family Medical Leave Act. Chargeable to leave time. Absences shall not exceed ten (10) days per year unless specifically approved by the Director of Physical Plant.
  3. Death in the immediate family as defined above, but with the addition of brother, sister, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren with a limit of five (5) days per occurrence. Not charged to leave time. In the instance of the death of a spouse or child, five (5) additional days (making a total of ten days) may be granted if requested in writing and approved by the Director of Physical Plant. These five (5) additional days are to be taken as vacation time or as unpaid leave time.
  4. Death in the non-immediate family with a limit of two (2) days allowed per occurrence. Non-immediate family is defined as aunt, uncle, niece, or nephew. Chargeable to leave time. (Additional day will be allowed if funeral is 100 or more miles away.)
  5. Death of close personal friend with a limit of one (1) day per occurrence chargeable to leave time. Available only to employees hired before July 1, 2008.
  6. Up to two (2) days in any one fiscal year may be taken by the employee for emergency absences or personal business if requested in writing and approved by the Director of Physical Plant. Non-chargeable to leave time. Part time employees shall have their personal days pro-rated to their scheduled work hours.
- B. Present employees who have over 100 accumulated sick time days as of June 30, 2008, will be paid out at the rate of one-third (  $\frac{1}{3}$  ) of the number of unused sick days over one hundred (100) days to a maximum of 25 days. Their accumulated sick days will then begin at 100 days.

Employees whom have less than 100 accumulated unused sick time days will retain their accumulated unused sick days. There will be no future payment for sick days.

All full-time and part-time employees hired before July 1, 2008 will be able to accumulate sick time without limit.

- C. Any earned, unused sick leave time accumulated up to fifty (50) days shall, at time of death, be paid to the employee's estate or designated beneficiary.
- D. In any case where a school employee is absent from his employment by reason of an injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to him under the existing sick leave policy, less the amount of compensation payable to such employee under said Act.
- E. The number of days deductible from such employee's sick leave time bank, computed on the basis of the amount of compensation paid him under the Act, as measured by his regular salary, shall not be deducted from the sick leave time bank. In cases where the amount of compensation paid equals more than ½ (one-half) day, but less than one (1) whole day, the whole day shall be allowed.
- F. Evidence of illness may be requested of employees showing excessive sick leave days being taken. Excessive use shall be determined on an individual basis. Employees will be notified when their sick day usage is deemed excessive by the College. Copies of such notifications will be given to the Union. Paid leave (exclusive of vacation) and personal days absence and abuse as determined by the College could result in disciplinary action being taken against the employee. At least two times each year the College and Union will review attendance statistics.
- G. If an employee has been on sick leave and if the College has reasonable doubt as to the employee's ability to return to work, the College has the right to request that the employee present reasonable medical proof of the employee's ability to return to work. This may include a doctor's written statement. Further verification beyond this may include examination by a physician selected and paid for by the College.

The intent of an independent medical exam is to decide whether a member is fit to work with restriction, without restriction, or unable to work at all. Should the treating physician's diagnosis differ from the independent medical exam diagnosis, the parties shall meet with the intent of discussing an approach that is agreeable to both the member and the College.

- H. A leave of absence with pay, not chargeable against the employee's sick leave time allowance, shall be granted when an employee is called for jury duty. The College shall pay the employee his/her full pay and the employee shall turn over to the College any remuneration he/she receives for such jury duty, excluding any mileage and other expenses.
- I. The College shall pay the salary for two (2) members of the Union selected by the Union to attend State Conferences or workshops of Teamsters Local 214. This shall not exceed one day per individual per year.
- J. A bank of sick days equal to four (4) times the number of full-time employees shall be established annually, non-cumulative, to be used for illness of the employee beyond the accumulated sick leave of an employee up to the time disability insurance becomes effective. This bank shall be administered at the direction of a Union Committee. The Union Committee shall notify, in writing, the College Human Resources Office of the number of days used from this bank. The rules and procedures for administering the sick leave days in the bank shall be nondiscriminatory for all employees and are provided in Appendix B. Sick bank is only available for employees hired before July 1, 2008.

- K. Part-time employees hired before July 1, 2008, shall earn sick days on a pro-rated basis based upon their scheduled weekly work hours as a proportion of 40. (Example:  $16/40 \times 8 \text{ hours/month} = 3.2 \text{ hours/month employed}$ )

## ARTICLE XIII

### Unpaid Leave Time

A. Leave of absence shall be granted for the following reasons:

1. Military Services. Employees granted a leave for this reason shall be given full credit on the Seniority List if they are called in a time of emergency.
2. Illness for physical and/or mental disability for up to two (2) years.
3. Maternity. The employee shall notify the College as soon as she shall determine that she is pregnant. She may continue employment until one month prior to the anticipated birth of her child, subject to obtaining a doctor's written statement that she is physically able to continue her employment. In the event that the College questions her medical ability to continue to perform her duties, the College may require an updated statement from her doctor that she remains able to continue her employment. A maternity leave of absence cannot exceed one school year in addition to the part of the school year following the birth of her child.

B. Written requests for leave of absence must be addressed to the President of the College through regular channels and must contain the reason for the request, the effective date, the duration, and a copy of orders if (1), or a signed statement from the physician if (2) or (3).

Any employee who falsified his reasons for leave of absence to engage in other employment shall be considered as having terminated his employment with the College.

Any employee on leave of absence for specified reasons desiring to remain on leave of absence for reasons other than those originally specified shall make new application for further leave of absence under the terms of this paragraph, failing which he shall be considered as having terminated his employment with the College.

C. Reappointment after a Leave of Absence:

1. Satisfactory evidence of physical and mental health must be filed with the Appropriate College Dean or designee as directed before the employee is allowed to return to duty.
2. Reassignment after a leave of absence of 3 months or less will be to the former position.
3. Reassignment after a leave of more than 3 months shall be at discretion of the President if a position is available for which the employee is qualified.

D. Forced Leave of Absence:

1. The Board of Trustees may at its discretion require any employee to submit a physical and/or psychiatric examination at any time. The Board of Trustees reserves the right to designate the physician or physicians administering such examinations, but the Board of Trustees must pay the examining physician's fee.

The Board of Trustees may, without the employee's request, give the employee a one year's leave of absence without pay except for accrued sick leave upon the written recommendation of a school designated physician and/or the school designated psychiatrist. This is subject to renewal at the discretion of the Board of Trustees.

In case an employee's record shows recurring absences which appear to be the result of chronic illness, the Board of Trustees may require the employee to visit his doctor at stated intervals. These visits shall be at the College's expense.

- E. Should a position posting become necessary due to a member's extended leave of absence under this Article, the parties agree to meet and determine if the posting should be posted as temporary. It is anticipated that if the posting is expected to cover a short-term situation, it will be labeled as temporary. Conversely, if the posting were expected to cover a long-term situation it would be posted with no mention of temporary or posted with other wording to be agreed upon by the parties.

**ARTICLE XIV**  
**Wages and Fringe Benefits**

**A. Salary Schedule:**

1. The salary schedules for the period of this contract are included as Appendix A and A1.
2. New hires shall be placed on the Probationary Step of the Salary Schedule. Movement to Step A will be given upon the successful completion of probation. Movement to the next step will occur each year on July 1, provided six (6) months have elapsed since the employee last received a step increase.

**B. Work Schedule:**

1. A workday for full-time employees shall consist of eight (8) hours including a one-half (1/2) hour paid lunch time. The work week shall be five (5) consecutive work days.
  - a. The regular weekly work schedule for the midnight shift is as follows:

Monday	10:00 p.m. Sunday to 6:00 a.m. Monday
Tuesday	10:00 p.m. to 6:00 a.m.
Wednesday	10:00 p.m. to 6:00 a.m.
Thursday	10:00 p.m. to 6:00 a.m.
Friday	10:00 p.m. to 6:00 a.m.

- b. The College and the Union agree the “day” of each midnight shift, for payroll purposes, is defined by the day on which the shift ends.
2. Full time employees will not be assigned a permanent work week including Saturday or Sunday unless they bid on the new shift.
3. All full-time employees shall be entitled to a half-hour paid lunch time and two (2) 15 minutes paid breaks.
4. Employees shall not leave the campus during their paid lunch time without the approval of their supervisor.
5. Part-time employees shall receive paid breaks as follows:

	<b>15 Minute Paid Break</b>	<b>Paid Lunch</b>
4 ½ hours	1	
5 hours		1
6 hours	1	1
8 hours	2	1

6. There shall be two thirty (30) minute, staggered lunch periods for both day and night shifts. For the night shift, the two individuals with phones shall be on opposite lunch periods.
7. Members shall not leave the campus during their freestanding break period, but may leave the campus during their lunch period. Members leaving shall sign out upon departure and sign in upon their return. The College shall provide a logbook for this purpose.
8. Each member shall be eligible and encouraged to participate in professional training activities as suggested below:

- a. Professional training shall be defined as any activity approved by the Director of the Physical Plant that contributes to the professional growth and development of the member.
- b. Professional training shall include, but not be limited to, professional reading; attending workshops, seminars, conferences; and participating in teleconferences.
- c. Teamster members new to the College shall participate in a minimum of four (4) professional training activities during their first year of employment and a minimum of six (6) professional training activities during their second year of employment.
- d. Employees will be paid their regular wages for all hours in attendance of any professional training activity held during normal work hours. If the activity starts before and/or runs beyond normal work hours the employee will receive overtime in accordance with Article XIV-C of this Agreement.
- e. College courses, with approval of the supervisor, may be considered as fulfilling requirements for professional training, but shall not be required by the College. Employees taking college courses shall not be eligible for overtime pay while in attendance at such.

C. Overtime:

1. Overtime pay for full-time employees shall be paid as follows:
  - a. Overtime pay at the rate of time and one-half (1 ½) shall be paid for all hours worked in excess of eight hours a day or 40 hours per week (Monday – Sunday). Hours worked does not include vacation, sick or personal time taken in computing the 40 hours per pay period unless specified in the contract.
  - b. All work performed on Saturdays or the 6<sup>th</sup> consecutive day shall be paid at time and one-half (1 ½) unless Saturday is part of the regular work week. Pre-approved vacation, personal days and funeral days for immediate family will count towards 40 hours for purpose of this calculation.
  - c. All work performed on Sunday or the seventh consecutive day shall be paid at two (2) times the regular hourly rate, unless Sunday is part of the regular work week. Pre-approved vacation, personal days and funeral days for immediate family will count towards 40 hours for purpose of this calculation.
2. Overtime pay at the rate of two (2) times the straight time shall be paid for work performed within the calendar days of New Year's Day plus one, the Friday of Spring Break, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day plus two, and Christmas Day plus one. This pay shall be in addition to the regular pay received for the holiday. Work on Easter Sunday shall be paid at three (3) times straight time.
3. There shall be no pyramiding of overtime and the foregoing provisions are not to be construed to require duplication of overtime payments for the same hours of work.
4. The College will endeavor to approach overtime on a weekly basis as equally as possible among the employees when the qualifications are equal. The College reserves the right to approach overtime as it deems necessary. Only those Maintenance personnel who are qualified shall be scheduled for building and boiler checks.
5. Whenever an employee is called back to work for unscheduled overtime, he/she shall be guaranteed four (4) hours of work at the premium rate. This four hour minimum shall not

apply to overtime scheduled in advance. Scheduled overtime shall be for a minimum of one hour or the actual hours worked. An employee whose scheduled overtime is cancelled without twenty-four (24) hours notice shall be guaranteed the minimum of the scheduled overtime or four (4) hours of work at the premium rate. If the employee does not want to work the whole guaranteed four hours, he shall receive a minimum of two hours of pay for unscheduled overtime and a minimum of one hour of pay for scheduled overtime cancelled with less than twenty-four hours notice. Weekly overtime charts or rotations will be maintained and employees refusing overtime or extra work will be recorded. The names of all Union employees will appear on these overtime charts. The least senior employee who is qualified must take the scheduled overtime if it is refused by everyone else. Each July 1<sup>st</sup> the lists will begin with zero and overtime will be assigned initially by seniority. Overtime for purposes of scheduling will be based on actual clock hours worked.

6. The College may assign employees to workweeks including Saturday or Sunday to cover regularly scheduled College-sponsored activities, university center activities and regularly scheduled non-College-sponsored activities. This practice shall not be used to deny other employees overtime or extra work in connection with major, non-College sponsored events or certain major College events. The College has the right to determine overtime needs.
7. Employees required to work on days when the College is closed due to inclement weather, or other emergency situations, shall be paid at one and a half times their regular hourly rate for all hours actually worked.
8. Part-time employees shall be paid overtime for all hours worked in excess of eight hours in any one day or in excess of forty hours in any one week (Monday through Sunday).

D. Shift Premium:

1. All employees assigned to a shift commencing at 1:00 p.m. or after, but before 8:00 p.m. shall receive twenty (20) cents for each hour worked in addition to their regular hourly rate. All employees assigned to a shift commencing at 8:00 p.m. or after but before 5:00 a.m. shall receive twenty-five (25) cents for each hour worked in addition to their regular hourly rate. These shift premiums are only to be paid for hours actually worked.
2. An employee assigned a workweek including a Saturday or Sunday will receive an additional premium of \$1.00 per hour for all Saturday or Sunday hours worked.
3. Any employee working as a member of the Ground Crew shall receive forty (40) cents for each hour worked in addition to their regular hourly rate.

E. Paid Holidays. The College agrees to pay all non-probationary employees for the following unworked Holidays under the limitations and provisions set forth in this Agreement.

1. The Holidays are New Year's Day plus one, the Friday of Spring Break, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day plus two, Christmas Day plus one. No work shall be required on the above days nor any deduction made from salary for not working such days. If the Holiday falls on a Sunday, it will be observed on the following Monday. If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If Sunday is part of an employee's normal work week, then it is a holiday.

The Christmas/New Years Holiday Calendars shall be as follows:

2008-2009

Holidays: December 24, 25, 31, January 1  
Days Closed: December 26, 29, 30

2009-2010

Holidays: December 24, 25, 31, January 1  
Days Closed: December 28, 29, 30

2010-2011

Holidays: December 24, 27, 30, 31  
Days Closed: December 28, 29

2. An employee shall receive pay for a Holiday if he is not a temporary employee as of the day of the Holiday, if the employee would otherwise have been scheduled to work on such a day if it had not been observed as a Holiday, and if the employee worked the last scheduled work day prior to and the next scheduled work day after a Holiday scheduled for him/her. Vacation days and personal days scheduled and approved in advance shall be considered as days worked for receiving Holiday pay.
3. Employees who have been laid off in a reduction in force during the work week prior to or during the work week in which the Holiday falls shall receive pay for such a Holiday. Employees with the necessary seniority who have been laid off in a reduction in force and who return following the Holiday, but during the week in which the Holiday fell, shall be eligible for pay for that Holiday. Employees who are receiving salary in the form of paid leave time or vacation during the work week in which the Holiday falls shall receive pay for such a Holiday instead of being charged paid leave time for that day.
4. When an eligible employee is on an approved leave of absence and returns to work following the Holiday but during the week in which the Holiday fell, he shall be eligible for that holiday.
5. Employees eligible under these provisions shall receive pay at their regular straight time hourly rate exclusive of overtime premium for each such Holiday.
6. Employees who work on any one of the above Holidays shall be paid at the rate of two (2) times the straight time rate for all hours worked and eight (8) hours of straight time Holiday pay. This shall be understood to be triple time.
7. In applying this procedure, when any of the above enumerated Holidays fall on Sunday and the day following is observed as the Holiday by the State or Federal Government, it shall be allowed as such Holiday.
8. Part-time employees shall be paid for only those holidays/days closed that fall in their normal scheduled workdays. Their pay shall be for their normal scheduled hours.

F. Vacations:

1. All employees shall be granted one day of vacation time for each month employed. Pay shall be for the regularly scheduled hours of each employee. Employees with five (5) through nine (9) equated years of service shall receive vacation time prorated at one and one-half (1.5) vacation days per month employed and those with ten (10) or more equated years of service shall receive vacation time at the rate of two (2) days per month employed.
2. The total vacation time that any employee may carry over from one fiscal year to the next shall not exceed fifteen (15) days. The Director of Physical Plant may make exceptions to this rule if an employee, prior to July 1, requests in writing to carry over extra vacation days and submits a mutually agreeable schedule to use these extra days before September 1.
3. Because of the necessity of avoiding undue interruptions of work, it is recognized that the College retains the right of final determination for all vacations. Vacation requests should be submitted to the Director of the Physical Plant three, or more, days in advance. Those requests submitted with less than three days notice will be given a low priority for approval. Requests submitted on the day the vacation is to begin shall be denied under supervisory discretion.
4. All accumulated earned vacation time shall be paid to the employee, upon separation from employment, in their last paycheck.
5. Part-time employees shall earn vacation days on a pro-rated basis based upon their scheduled weekly work hours as a proportion of 40. (Example:  $16/40 \times 8 \text{ hours/month} = 3.2 \text{ hours/month employed.}$ )

G. Hospitalization and Insurance:

1. The College shall provide each full-time employee one person, two person, or full family coverage under the MESSA Choices PPO Health Care Program. The employee shall make the following contribution, per month, after favorable tax treatment, per the term of the contract:

	2008-2009	2009-2010	2010-2011
FF	\$40.00	\$40.00	\$41.00
2P	\$36.00	\$36.00	\$37.00
1P	\$16.00	\$16.00	\$17.00

2. No contributions will be made during leaves of absences and layoffs. Upon termination of employment, all contributions shall cease.
3. Laid off employees may purchase, at their own expense, at College groups rates, up to sixty (60) days of hospitalization and/or life insurance currently provided for the employees to the extent that the carrier permits. The cost of said hospitalization and/or insurance will be paid by the employee in advance.
4. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance thereof. It shall be the responsibility of the employee to complete the proper forms adding or deleting family members by contacting the Employee Services Office within 30 days of a change.

5. Employment of both husband and wife by the College shall not be construed as requiring the College to pay more than the total cost of providing for the coverage specified herein.
6. Any full-time employee not electing College-paid group hospitalization insurance shall receive one hundred fifty dollars (\$150) per month. If an employee finds it necessary to revert to College-paid health insurance, the decision to resume College-paid health insurance shall be subject to the approval of the insurance company and be subject to any restrictions placed thereon by the carrier.
7. The College shall have the right to pursue other Blue Cross/Blue Shield plans and options that have different levels of College deductibles or co-payments as long as the coverage for the employee is equal to that outlined in paragraph 1 above.
  - a. The payment of any increased deductibles or co-payments shall be made by the College.
  - b. Before implementing any new Blue Cross/Blue Shield plan with reimbursed deductibles or co-payments, the College will determine that there is a cost savings over the plan described in paragraph 1 above.
8. The College agrees to provide a \$25,000 Term Life Group Insurance Policy with Accidental Death and Dismemberment for each 10-12 month full-time employee, in a company to be selected by the College and the premiums thereon, less any dividends paid by the College.
9. The College shall provide long term disability insurance for each 10-12 month full-time employee and pay the necessary net premium; said disability insurance to provide up to 66-2/3 percent of the regular employee's salary excluding fringe benefits, to a maximum of \$2,500 per month, coverage to start 180 calendar days from the initial disability. The disability insurance coverage provides exclusion for amounts received from social security or other life insurance or benefits, where the payments are a result of the disability. Once the employee is eligible to receive benefits under this paragraph, he may no longer draw sick leave benefits. If a full-time employee becomes disabled, the College shall continue to pay the premiums for the insurance provided in this Agreement for up to twelve (12) months to the extent allowed by the carriers.
10. Employees on unpaid long-term leaves of absence shall not be eligible for coverages in paragraphs G.1, G.8, G.9 and H.1

#### H. Optical and Dental Insurance:

1. The College agrees to pay the cost of the Michigan Conference of Teamsters Health and Welfare Fund Plan II. No part of the premium may be applied towards premiums of any other insurance or hospitalization and no cash payment will be made to any employee in lieu of such contribution by the College.
2. No contributions will be made during leaves of absence and layoffs and upon termination of employment, all contributions shall cease.
3. Employees must have authorized a payroll deduction for the specific coverage, if the contribution by the College is less than the cost of the coverage, in order to be entitled to the contribution provided herein. Selection of coverage may be made at the time of hiring or at an annual date to be established by the College. Employees making no selection of coverage will receive no benefit under this provision.

4. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries. It shall be the responsibility of the employee to complete the proper forms adding or deleting family members by contacting the Employee Services Office within 30 days of change.

By execution of this Agreement, the College hereby authorizes the Union, who are signatories to similar collective bargaining agreements signed with the Teamsters Union, to enter into appropriate trust agreements necessary for the administration of the Michigan Conference of Teamsters Health and Welfare Fund to designate the Union trustee and the employer trustee under such fund. The College shall in no way be held responsible for the operation of the fund, and, therefore, waives all notice required in connection with the organization thereof.

5. Part-time employees shall be eligible to purchase dental/optical coverage through the Michigan Conference of Teamsters Health and Welfare Fund during the next fiscal year. Such purchase may be by payroll deduction made in advance from the employee's paycheck. The type of coverage and benefits and their purchase are subject to the approval of the insurance carrier. The College's sole responsibility is the remitting of such premium amounts on a monthly basis after receiving the employee's written authorization and payments.

#### I. Scholarship

1. The College shall award a scholarship to any 10-12 month full-time non-probationary employee, his spouse, dependent children living at home who can be claimed by the employee as an exemption under Internal Revenue Services (IRS) regulations during the semester in which the scholarship is awarded who enroll in College credit or Community and Business Services division courses if there are enough other paying students to warrant the continuing of the class.
2. This scholarship shall also be awarded to the spouse of any full-time employee who dies while actively employed by the College, as well as to any children of such employee who dies while actively employed by the College, provided that such children could be claimed by the employee as exemptions under IRS regulations at the time of the employee's death and until age 25, again provided that there are enough other paying students to warrant the continuing of the class
3. Any scholarship for full-time employees shall include the registration fee, tuition and technology fee, if applicable.
4. A non-probationary part-time employee regularly scheduled to work sixteen (16) or more hours per week for at least ten months shall receive a scholarship for tuition, registration and technology fees for the employee only. The spouse and dependent children living at home who can be claimed by the part-time employee as exemptions under IRS regulations during the semester in which the scholarship is awarded shall receive tuition only.
5. Unmarried employees may designate any legal dependents according to IRS standards for such a scholarship. Dependents shall include those children of an employee who are IRS dependents of an ex-spouse.

6. Such scholarships shall not apply to courses contracted to outside entities where the cost is deemed too high by the appropriate Dean. This provision may be waived by the Dean for employees where the course is work-related.
7. Any recipient of a scholarship, as designated above, shall pay other normal fees.

J. College Events

1. The College shall allow any employee and one (1) person to attend all College sponsored functions, with the exception of events sponsored by the Little Theatre, International Symphony, Dinner Theater, and Student Government Activities, by showing an Identification Card or other suitable identification provided by the College.

- K. Longevity shall be paid to those employees hired prior to July 1, 2008, on the wage schedule based upon the employee's years of continuous full-time equated service at the College. It shall be the following percentage of Step E:

After five (5) full-time equated years of service	2.75%
After ten (10) full-time equated years of service	4.75%
After fifteen (15) full-time equated years of service	6.75%
After twenty (20) full-time equated years of service	8.75%
After twenty-five (25) full-time equated years of service	10.75%
After thirty (30) full-time equated years of service	12.75%
After thirty-five (35) full-time equated years of service	14.75%

- L. An employee, who has at least ten (10) years of full-time equated service at the College and who is eligible to immediately receive Michigan Public School Employees Retirement System benefits, shall be eligible for a lump sum supplemental retirement benefit upon his/her retirement from the College. This benefit shall be equal to One Hundred Fifty Dollars (\$150) per year of full-time equated Service at the College. The maximum benefit is Four Thousand Dollars (\$4,000).

- M. The College and the Union shall pursue the establishment of a Flexible Benefits program as governed under Section 125 of the Internal Revenue Code and present a recommendation to the members of the Union for their approval.

1. This plan shall include the current level of negotiated benefits as outlined in paragraphs A-L above as the core plan.
2. The plan may include additional optional benefits and/or choices.
3. The current Flexible Benefits program for full-time employees is presented in Appendix C.

- N. A Conference and Education Fund of \$3,500 (non-cumulative) will be established to assist employees in funding employment-related education and/or training. This fund shall be administered by a joint committee of two representatives chosen by the Union and two representatives selected by the College President. The joint committee will establish guidelines for administration and usage of the Fund. Written requests will be submitted to the joint committee for prior approval. Decisions of the committee are non-grievable.

- O. A joint committee shall be formed for the purpose of reviewing uniforms for all Teamster unit members. Topics to be considered are style (color, long sleeve, short sleeve, etc.), number of shirts, and implementation date. Uniforms are defined as shirts, and jackets. Once uniforms are secured for each member, and an implementation date set, all members shall be required to wear the provided uniform.

## ARTICLE XV

### Safety of Employees, Facilities, and Equipment

- A. The College expects its employees, after proper training, to be safety conscious and capable of advising immediate supervisors or the Director of Physical Plant of safety concerns with respect to College buildings, equipment and property.
- B. College officials and immediate supervisors, on being advised of safety concerns, shall take immediate appropriate action to investigate and resolve these concerns.
- C. The College does not expect that any employee will be required to operate any equipment which is not in a safe operating condition or not equipped with such safety devices as may be required by law.
- D. All defects in equipment shall be promptly reported on a form supplied by the College. In the absence of any such report, the College shall be entitled to assume that the equipment is in safe operating condition.
- E. The College will perform all necessary environmental testing as required by federal and state statutes.

**ARTICLE XVI**  
**Managerial Rights**

- A. The College retains all rights, powers and authority with which it was vested prior to recognition of the Union, except as specifically limited by express provisions of this Agreement.
- B. Whenever new jobs are established or current jobs are modified in the bargaining unit, the Employer shall establish the job, its duties, and the rate to be paid. The Employer shall notify the Union of such job establishment prior to implementation. The Union reserves the right to negotiate wages, hours, and other conditions of employment for these positions.
- C. Job descriptions shall be updated and maintained by the Director of Physical Plant. Copies of all job descriptions will be reviewed annually with the Union.

## ARTICLE XVII

### Waiver Clause

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed on the College and the Union, except as provided by law. Any previous adopted policy, rule, past practice, or negotiations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between the parties. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XVIII

### Strikes and Lockouts

- A. The Union agrees that so long as this Agreement is in effect, neither Union nor any of the employees covered by this Agreement shall engage in any strike, slowdown, or stoppage of work, any disturbance on College property, or other interference with work or threat of inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this article, including any Union Steward or Committeemen condoning or participating therein, shall be subject to disciplinary action, including discharge. The College agrees that so long as this Agreement is in effect, there shall be no lockouts.

## ARTICLE XIX

### Subcontracting

- A. The Board will continue its established Policy and practice of giving employees preference for work they have customarily performed and will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable at the College (b) the schedule for such work cannot be met with the equipment or skills available for such work as determined by the Employer. There shall be review and discussion between the College and the Union on various projects, and the Union shall have the option of bidding on such.

Up to four (4) consecutive weekends per year, non-bargaining unit staff may volunteer to clean, paint, or work on beautification projects on the campus grounds and in the campus buildings; provided at least one member of the bargaining unit is given the opportunity to work on such weekends.

## ARTICLE XX

### Pronouns

- A. It is understood and agreed that reference to he, his or other masculine nouns shall be held and interpreted to read she or feminine nouns in the appropriate circumstances.

## ARTICLE XXI

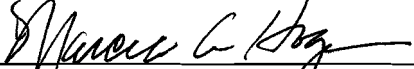
### Duration of this Agreement

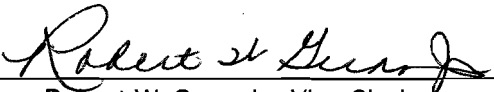
- A. This Agreement shall continue in full force and effect until midnight, June 30, 2011, and from year to year thereafter, unless prior to ninety (90) days before any expiration date, either party shall notify the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of the year in which notice is given.
- B. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination

SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

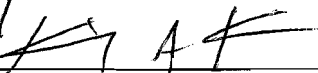
ST. CLAIR COUNTY COMMUNITY COLLEGE


By:   
Marcia A. Hogan, Chair  
Board of Trustees

By:   
Robert W. Gunn Jr., Vice-Chair  
Board of Trustees

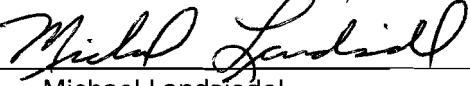
WITNESSES:

  
Kenneth M. Lord

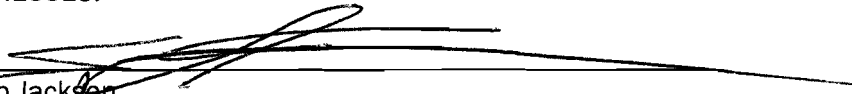
  
Kirk A. Kramer

  
Thomas R. Donovan

TEAMSTERS LOCAL 214 STATE, COUNTY AND MUNICIPAL WORKERS, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

By:   
Michael Landsiedel  
Staff Representative

WITNESSES:

  
Sean Jackson

  
William Meldrum

  
James Thomason Jr.

APPENDIX A  
TEAMSTER HOURLY WAGE SCHEDULE  
2008-09  
Employees Hired Before 7/1/08

Classification	P	A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
Main Eng.	19.00	19.64	20.27	21.32	21.96	22.62	23.24	23.69	24.15	24.60	25.05	25.50	25.96
Water/Treat/HVAC	17.40	18.05	18.67	19.70	20.34	20.98	21.56	21.98	22.40	22.82	23.24	23.65	24.07
Maintenance	17.05	17.69	18.31	19.34	19.97	20.62	21.19	21.60	22.01	22.42	22.84	23.25	23.66
Prev. Main.	14.91	15.55	16.18	17.17	17.81	18.45	18.96	19.33	19.70	20.06	20.43	20.80	21.17
Night Foreman	16.76	17.39	18.04	19.03	19.68	20.33	20.89	21.30	21.70	22.11	22.52	22.92	23.33
Custodian II/Custodial Coordinator	15.50	16.13	16.76	17.74	18.40	19.03	19.55	19.93	20.31	20.70	21.08	21.46	21.84
Custodian II	14.24	14.86	15.51	16.46	17.11	17.75	18.24	18.59	18.95	19.30	19.66	20.01	20.37
Custodian III	12.41	13.07	13.68	14.62	15.26	15.90	16.34	16.66	16.97	17.29	17.61	17.93	18.25
Custodian IV	11.05	11.69	12.33	13.25	13.85	14.51	14.91	15.20	15.49	15.78	16.07	16.36	16.65

L1	Longevity	1.0275	after	5.00	FTE
L2	Longevity	1.0475	after	10.00	FTE
L3	Longevity	1.0675	after	15.00	FTE
L4	Longevity	1.0875	after	20.00	FTE
L5	Longevity	1.1075	after	25.00	FTE
L6	Longevity	1.1275	after	30.00	FTE
L7	Longevity	1.1475	after	35.00	FTE

APPENDIX A  
TEAMSTER HOURLY WAGE SCHEDULE  
2009-10  
Employees Hired Before 7/1/08

Classification	P	A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
Main Eng.	19.00	19.64	20.27 ✓	21.75	22.40	23.07	23.70	24.17	24.63	25.09	25.55	26.01	26.47
Water/Treat/HVAC	17.40	18.05	18.67 ✓	20.09	20.75	21.40	21.99	22.42	22.84	23.27	23.70	24.13	24.56
Maintenance	17.05	17.69	18.31 ✓	19.73	20.37	21.03	21.61	22.03	22.45	22.87	23.29	23.71	24.13
Prev. Main.	14.91	15.55	16.18 ✓	17.51	18.17	18.82	19.34	19.71	20.09	20.47	20.84	21.22	21.60
Night Foreman	16.76	17.39	18.04 ✓	19.41	20.07	20.74	21.31	21.73	22.14	22.55	22.97	23.38	23.80
Custodian I/Custodial Coordinator	15.50	16.13	16.76 ✓	18.09	18.77	19.41	19.94	20.33	20.72	21.11	21.50	21.88	22.27
Custodian II	14.24	14.86	15.51 ✓	16.79	17.45	18.11	18.61	18.97	19.33	19.69	20.06	20.42	20.78
Custodian III	12.41	13.07	13.68 ✓	14.91	15.57	16.22	16.67	16.99	17.31	17.64	17.96	18.29	18.61
Custodian IV	11.05	11.69	12.33 ✓	13.52	14.13	14.80	15.21	15.50	15.80	16.10	16.39	16.69	16.98

L1	Longevity	1.0275	after	5.00	FTE
L2	Longevity	1.0475	after	10.00	FTE
L3	Longevity	1.0675	after	15.00	FTE
L4	Longevity	1.0875	after	20.00	FTE
L5	Longevity	1.1075	after	25.00	FTE
L6	Longevity	1.1275	after	30.00	FTE
L7	Longevity	1.1475	after	35.00	FTE

APPENDIX A  
TEAMSTER HOURLY WAGE SCHEDULE  
2010-11  
Employees Hired Before 7/1/08

Classification	P	A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
Main Eng.	19.00	19.64	20.27	22.19	22.85	23.53	24.18	24.65	25.12	25.59	26.06	26.53	27.00
Water/Treat/HVAC	17.40	18.05	18.67	20.49	21.17	21.83	22.43	22.87	23.30	23.74	24.18	24.61	25.05
Maintenance	17.05	17.69	18.31	20.12	20.78	21.45	22.04	22.47	22.90	23.33	23.76	24.18	24.61
Prev. Main.	14.91	15.55	16.18	17.86	18.53	19.20	19.73	20.11	20.50	20.88	21.26	21.65	22.03
Night Foreman	16.76	17.39	18.04	19.80	20.47	21.15	21.73	22.15	22.58	23.00	23.42	23.85	24.27
Custodian I/Custodial Coordinator	15.50	16.13	16.76	18.45	19.15	19.80	20.34	20.74	21.14	21.53	21.93	22.32	22.72
Custodian II	14.24	14.86	15.51	17.13	17.80	18.47	18.98	19.35	19.72	20.09	20.46	20.82	21.19
Custodian III	12.41	13.07	13.68	15.21	15.88	16.54	16.99	17.33	17.66	17.99	18.32	18.65	18.98
Custodian IV	11.05	11.69	12.33	13.79	14.41	15.10	15.52	15.82	16.12	16.42	16.72	17.03	17.33

L1	Longevity	1.0275	after	5.00	FTE
L2	Longevity	1.0475	after	10.00	FTE
L3	Longevity	1.0675	after	15.00	FTE
L4	Longevity	1.0875	after	20.00	FTE
L5	Longevity	1.1075	after	25.00	FTE
L6	Longevity	1.1275	after	30.00	FTE
L7	Longevity	1.1475	after	35.00	FTE

APPENDIX A-1  
TEAMSTER HOURLY WAGE SCHEDULE  
2008-09  
Employees Hired After 7/1/08

Classification	P	A	B	C	D	E
Main Eng.	19.00	19.64	20.27	21.32	21.96	22.62
Water/Treat/HVAC	17.40	18.05	18.67	19.70	20.34	20.98
Maintenance	17.05	17.69	18.31	19.34	19.97	20.62
Prev. Main.	14.91	15.55	16.18	17.17	17.81	18.45
Night Foreman	16.76	17.39	18.04	19.03	19.68	20.33
Custodian I/Custodial Coordinator	15.50	16.13	16.76	17.74	18.40	19.03
Custodian II	14.24	14.86	15.51	16.46	17.11	17.75
Custodian III	12.41	13.07	13.68	14.62	15.26	15.90
Custodian IV	11.05	11.69	12.33	13.25	13.85	14.51

APPENDIX A  
TEAMSTER HOURLY WAGE SCHEDULE  
2009-10  
Employees Hired After 7/1/08

Classification	P	A	B	C	D	E
Main Eng.	19.00	19.64	20.27	21.75	22.40	23.07
Water/Treat/HVAC	17.40	18.05	18.67	20.09	20.75	21.40
Maintenance	17.05	17.69	18.31	19.73	20.37	21.03
Prev. Main.	14.91	15.55	16.18	17.51	18.17	18.82
Night Foreman	16.76	17.39	18.04	19.41	20.07	20.74
Custodian I/Custodial Coordinator	15.50	16.13	16.76	18.09	18.77	19.41
Custodian II	14.24	14.86	15.51	16.79	17.45	18.11
Custodian III	12.41	13.07	13.68	14.91	15.57	16.22
Custodian IV	11.05	11.69	12.33	13.52	14.13	14.80

APPENDIX A-1  
TEAMSTER HOURLY WAGE SCHEDULE  
2010-11  
Employees Hired After 7/1/08

Classification	P	A	B	C	D	E
Main Eng.	19.00	19.64	20.27	22.19	22.85	23.53
Water/Treat/HVAC	17.40	18.05	18.67	20.49	21.17	21.83
Maintenance	17.05	17.69	18.31	20.12	20.78	21.45
Prev. Main.	14.91	15.55	16.18	17.86	18.53	19.20
Night Foreman	16.76	17.39	18.04	19.80	20.47	21.15
Custodian I/Custodial Coordinator	15.50	16.13	16.76	18.45	19.15	19.80
Custodian II	14.24	14.86	15.51	17.13	17.80	18.47
Custodian III	12.41	13.07	13.68	15.21	15.88	16.54
Custodian IV	11.05	11.69	12.33	13.79	14.41	15.10

## APPENDIX B

### UNION SICK DAY BANK

#### Rules and Procedures for Administering the Sick Day Bank:

##### A. Rules

1. No one may qualify for days from the sick bank until the individual's own accumulated sick days are exhausted.
2. Written application requesting sick days from the Bank should be made in a timely manner when the individual's own accumulated sick days are exhausted.
3. Each applicant must be under the care of a physician and secure his/her signature on the applications.
4. Initial request may be for up to 20 days – sick days may be re-evaluated by the Committee on request.
5. Sick bank may be used only until long-term disability becomes effective.
6. Unused days from a grant will be returned to the sick day bank.

##### B. Procedures

1. Application forms may be obtained from the Human Resources Office by the applicant or his/her representative
2. Forms are to be filled out and sent to:
  - a. Original to be sent to Chairperson of Union Committee
  - b. Copy to Human Resources Office.
  - c. Copy to be retained by applicant.
  - d. Copy to be sent to applicant's supervisor.
3. The Union Committee, at the call of the Chairperson, will meet, evaluate and decide on the applicant's request.
4. The Chairperson will notify the Office of Human Resources, the applicant's supervisor and the applicant of action taken by the Committee.
5. Each case may be re-evaluated by the Committee if and when necessary.
6. The employee will inform his/her immediate supervisor of the date of his/her return to work, and in turn, said supervisor will notify the Chairperson of the Union Committee.
7. The Chairperson of the Committee will notify the Human Resources Office of the number of days in existence in the bank at the end of each academic year.

**APPENDIX C**  
**Flexible Benefits Plan**

BENEFIT	CORE	OPTION I
MEDICAL INSURANCE	MESSA CHOICES  \$5.00 Rx Copay	Opt Out  (Employee must provide proof of insurance elsewhere)  Cash Rebate \$1800 annually
DENTAL/VISION INSURANCE	MICHIGAN CONFERENCE OF TEAMSTERS HEALTH AND WELFARE FUND PLAN II	
LIFE/AD&D	\$25,000	Employee may purchase an additional amount of Life Insurance
SHORT TERM DISABILITY	N/A	Available
UNINSURED HEALTH CARE REIMBURSEMENT ACCOUNT	Available	
DEPENDENT CARE REIMBURSEMENT ACCOUNT	Available	

The table should be read across, not vertically. Select one option from each benefit category.

Also included in the Core benefits are Long Term Disability and Retirement as currently provided

# LETTER OF AGREEMENT

## Staffing Changes

The College and the Union hereby agree that pursuant to the contract entered into on July 1, 2008 and ending June 30, 2011, the College agrees to the following staffing changes.

- 1) The College will have two Custodial Coordinators as described in the job description titled *Custodial Coordinator*.
- 2) The Custodial Coordinator will be placed on the Custodian I pay scale.
- 3) The College agrees to one new hire as Custodial Coordinator.
- 4) The present Night Foreman will serve in place of one of the Custodial Coordinators under the following conditions:
  - a) He will remain on the Night Foreman pay scale until or unless he retires or bids on a different position and is accepted into that position.
  - b) He will continue to retain the title of Night Foreman except that at least two hours of his duties will include custodial duties.
  - c) At the time the present Night Foreman retires or bids and accepts a new position or leaves that position for any other reason, the Night Foreman position will revert to a Custodial Coordinator position and the Night Foreman position will be eliminated from the pay scale.
- 5) The College agrees to hire three (3) part-time custodians, one of which will be assigned to days. The remaining two to be placed at the discretion of the Director of Physical Plant.
- 6) The College agrees to fill these positions within 120 days of the signing of the current contract.

This Agreement shall not constitute a precedent or neither a past practice nor a waiver of any rights whatsoever, by either party, and shall automatically expire at the end of the 2008-2011 Teamsters Agreement.

For The College: \_\_\_\_\_

\_\_\_\_\_

For The Union: \_\_\_\_\_

\_\_\_\_\_

Date 7/1/08

Letter of Agreement No. 08/01

