

LAKE MICHIGAN
C O L L E G E

Agreement between

Lake Michigan College

and the

Lake Michigan College Facilities
Workers Union/MEA/NEA

for

July 1, 2019– June 30, 2024

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Purpose and Intent.....	1
2. Recognition	1
3. Rights of the College	2
4. Dues and Union Security	3
5. Subcontracting	6
6. Grievance Procedure	7
7. Discharge or Suspension	9
8. Seniority	10
9. Layoff and Recall	11
10. Resignation or Transfer Outside of Bargaining Unit	12
11. Vacancies, Transfers and Promotions	12
12. Leaves of Absences.....	14
13. Modified Duty Program	19
14. Full-Time Benefits	20
15. Part-Time Benefits	22
16. Hours of Work	23
17. Overtime and Emergency Day Compensation	25
18. Tardiness and Absenteeism.....	27
19. Holidays	28
20. Bulletin Board	29
21. Professional Development	30
22. Safety	31
23. Supervisor's Work	31
24. No Strike	31
25. Non-Discrimination Clause	31
26. Uniforms	32
27. Physical Examination.....	33
28. General	33
29. Wages	33

30. Severability Clause	36
31. Waiver	36
32. Term	36
33. Appendix A – Grievance Form	

AGREEMENT

THIS AGREEMENT is entered into this first day of July, 2019, by and between **LAKE MICHIGAN COLLEGE** (hereinafter referred to as the “**College**”) and the **LAKE MICHIGAN FACILITIES WORKERS UNION/MEA/NEA** (hereinafter referred to as the “**Association**”).

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to set forth the terms and conditions of employment of certain employees, and to promote orderly and peaceful labor relations for the mutual interest of the College and these employees. To these ends the College and the Association encourage to the fullest degree friendly and cooperative relations between the College and these employees.

ARTICLE 2

RECOGNITION

Pursuant to, and in accordance with all applicable provisions of Act 176 of the Public Acts of 1939, and Act 336 of the Public Acts of 1947, as amended, the College does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to initial rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement, for all full-time and part-time facility employees of the College, including the Maintenance Technician, Master Maintenance Technician, Maintenance Technician/Utility, Mail Clerk/Warehouse, and Utility and excluding all administrative and supervisory employees, temporary and seasonal employees and student help.

Full-time employees are those who are regularly scheduled on a recurring basis to work those hours of work defined in Section 16.1 for full-time facilities employees. Part-time employees are those who are regularly scheduled on a recurring basis to work those hours defined in Section 16.2 for part-time facilities employees.

Temporary employees: are non-bargaining unit members who are employed to either replace bargaining unit members who are on paid or unpaid leaves (such as vacations, sick leave, military leave and the like) or who are employed to supplement existing staff. Temporary employees shall not be employed to replace bargaining unit members for more than ninety (90) calendar days, followed by a break of thirty (30) calendar days. Temporary employees shall not be employed to

supplement existing staff for more than ninety (90) calendar days, followed by a break in service of thirty (30) days. Temporary employees shall not be used to reduce the amount of regularly scheduled work (excluding overtime) for bargaining unit personnel, or in such a manner as to eliminate all overtime for bargaining unit personnel. The College will make a good faith effort to provide temporary employees to cover all paid or unpaid leaves of greater than 30 days, after exhausting all other options as per Section 4.2.

Seasonal staffing: are non-bargaining unit members who are employed to supplement the Facilities workforce to address increased seasonal work fluctuations. Seasonal employees shall not be employed to supplement bargaining unit members for more than 120 calendar days. Seasonal employees shall not be used to reduce the amount of regularly scheduled work (excluding overtime) for bargaining unit personnel, or in such a manner as to eliminate all overtime for bargaining unit personnel.

MCL § 423.215(7) Compliance Provision: Consistent with the provisions of the public employment relations act, MCL § 423.215 (7) and the local government and school district fiscal accountability act, MCL §§ 141.1501 to 141.1531 (as may be amended), the parties recognize that this Agreement may be subject to rejection, modification, or termination by an emergency manager appointed under the local government and school district fiscal accountability act to the extent that the local government and school district fiscal accountability act applies to community colleges. Nothing in this collective bargaining agreement precludes either party from challenging the local government and school district fiscal accountability act.

ARTICLE 3

RIGHTS OF THE COLLEGE

The Association recognizes the right of the College to manage and administer all College affairs and to establish reasonable rules and procedures. The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the College and the employees are vested solely and exclusively in the College. The Association also recognizes the right of the College to hire, transfer, promote, discipline or discharge for just cause, to assign and reassign the work force, to make rules regarding the safety and work conduct of the employees, to use improved methods or equipment, to adjust work force to the work on hand and the hours anticipated, to determine the content and duties of jobs, to establish and after consultation with the Association from time to time alter and amend job descriptions; provided however, that if the College amends a job description so as to increase duties associated with a position it shall have the duty to bargain with the Association upon request, to determine whether to perform or purchase any materials or

services, and to perform all other functions not specifically abrogated by this Agreement without limitation.

Any employees hired, rehired, or transferred into the bargaining unit after January 1, 2011, are subject to the College's Background Check Policy as a condition of employment.

ARTICLE 4

DUES AND ASSOCIATION SECURITY

- A. **Association Dues:** In conjunction with the College hiring process, newly hired bargaining unit employees shall provide a signed authorization for the College to begin deduction of Association monthly dues following completion of the ninety (90) day probationary period, subject to State of Michigan law. The College shall begin deducting from the employee's pay the Association monthly dues, commencing with the pay first due not less than ten (10) days following completion of the ninety (90) day probationary period, except in case of emergency. All Association monthly dues sums deducted shall be remitted to the Treasurer of the Association together with a list of employees from who deductions were made, no later than ten (10) days after deduction, except in case of emergency.

Deductions shall continue monthly until revoked in writing by the employee to the College, with a copy to the Association. The College shall not be obligated to make deduction of the dues of any employee who revokes such authorization in writing at any time. The College shall notify the Association of any revocations received with the next transmission of dues.

The Association shall certify to the College the amount of dues and name and address of the Treasurer to whom payment shall be made, and the Association will indemnify the College and hold it harmless against any and all loss or damage that the College may suffer by reason of remittance to the person so certified. The College shall not be responsible to any employee for any claim of excessive deduction when the College deducts the amount certified by the Association.

- B. **Association Security:** Employees covered by this Agreement at the time it becomes effective, and who are members of the Association at that time, shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement, except as addressed in the State of Michigan's Right to Work Law. Employees covered by this Agreement who are not members of the Association at the time it becomes effective, except as provided by below shall not be required as a condition of continued employment to become members of the Association. Employees hired, rehired, or transferred

into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall not be required as a condition of continued employment to become members of the Association.

Subject to the subcontracting clause of this Agreement, the College agrees to respect the jurisdiction of the Association, as set forth below, and shall not direct or require its employees or other persons (including temporary employees except as set forth in Article 4.B outside the bargaining unit to perform work which is recognized as the work of the employees in said units.

1. When the College determines to fill a temporary vacancy created by the absence of a regular full-time employee, it will give part-time bargaining unit members the first opportunity for the temporary full-time assignment. For each temporary full-time assignment offers will be based on job description and employee qualifications. Should more than one employee of equal and best qualifications apply, the most senior employee will be chosen. If no part-time bargaining unit member is qualified or accepts the full-time temporary assignment, it will be filled by hiring from outside the bargaining unit.
2. If the absent employee returns to active duty before ninety (90) days, the employee occupying the temporary full-time assignment will be returned to his or her former position. If the absent employee is unable to return to active duty within ninety (90) days, the job will be posted for bidding (See Section 11). The successful bidder will be awarded the job until such time as the absent employee returns to active duty and shall thereupon be entitled to receive benefits as a regular, full-time employee so long as he or she occupies the regular full-assignment. Benefits will begin immediately and not require a ninety (90) day wait. If and when the absent employee returns to active service, the successful bidder will be returned to his or her former assignment. If the absent employee's employment terminates at the expiration of his or her leave, the successful bidder will retain the fulltime regular assignment.
3. Each employee on a leave of absence will be notified prior to the end of ninety (90) days that his or her job will be posted for bidding if he or she is unable to resume active employment within ninety (90) days of the commencement of the leave. Each bid posting will notify potential bidders that the full-time assignment will be limited to the duration of the absent employee's leave, unless the absent employee's employment terminates at the expiration of the leave.
4. The College will notify the Association of the status of all new hires, whether temporary part-time, temporary full-time, regular part-time or otherwise.

5. It is understood that day-to-day maintenance and repair of the facilities owned and operated on its three (3) campuses by Lake Michigan College is bargaining unit work and may not be assigned to others, except as reflected in Article 5, Subcontracting. Work will include:
 - a. Mechanical and electrical maintenance and repair;
 - b. Grounds keeping services
 - c. Painting and light building repair (e.g., does not include code requirements, multiple trades);
 - d. All bargaining unit employees may provide delivery, set-up and tear-down services. These services may be provided by Facility employees, contracted services or other College personnel as determined by College scheduler(s) and/or the administrative lead in conjunction with the Facilities Management Team (Executive Director, Facilities Engineer, and Operations Manager);
 - e. Utility may assist Maintenance Technicians on related maintenance responsibilities such as changing of filters, cleaning hand equipment and other non-technical obligations, but shall not perform such tasks without direct supervision of Maintenance Technicians or a member of the Facilities Management Team.
 - f. Expected mail delivery by bargaining unit members will be to the Benton Harbor main academic building, the Niles at Bertrand Crossing campus, and the South Haven campus. Additional deliveries will be at the request of the Facilities Management Team.
6. With respect to the Mendel Center, facilities employees may be called upon to assist with work, which is not within the exclusive jurisdiction of the Association. If called, they will be paid their normal wages. Such work may include, but is not limited to:
 - a. Event setup and teardown, including construction, wardrobe, load-in and load-out and security support.
 - b. Load-in and load-out will remain non-exclusive jurisdiction. Should bargaining unit members perform this work, they will be guaranteed a minimum of four (4) hours of pay.
7. Association shall maintain any College owned and operated buildings and grounds on its three (3) campuses. The College may from time to time temporarily assign bargaining unit members to perform work at any College campus or building. Rentals, private

residences and off-LMC property businesses are exempt from sole bargaining unit jurisdiction in this agreement.

8. When all event guests at campus events have left the premises, employees from classifications other than Maintenance Technician and contracted services may work without a Maintenance Technician present.
9. If the College chooses to cover vacations and scheduled days off, the time will be covered by a bargaining unit member if willing and available. If not, the time may be covered by an at will employee.
10. A member of the Maintenance Technician or Master Maintenance Technician classification may be on duty on the Benton Harbor campus Monday through Friday, first and second shift.

ARTICLE 5

SUBCONTRACTING

The Association recognizes the College's right to contract or assign bargaining unit work to non-bargaining unit personnel.

Except in cases of emergencies, the College will provide not less than five (5) calendar days' notice to the Association prior to implementing its decision to contract, subcontract or reassign normal or routine bargaining unit work outside of the bargaining unit. Such notice shall not be required for renovation or construction projects, or for work, which requires state licensure or certificates (unless there are members of the bargaining unit possessing appropriate licensure or certification to perform the work available).

The College will not assign bargaining unit work to other College employees, except under the following conditions;

- A. Where job descriptions or task lists are altered or amended to assign tasks performed by unit members to others on an ongoing or recurring basis, or
- B. On a non-recurring basis, where all full-time unit members on a particular shift are already scheduled for overtime during a particular shift, duties may be assigned to others outside the unit to temporarily supplement the work force, or
- C. Where Academic Affairs is moving instructional/Academic equipment, or

D. Where specialized skills are needed (e.g., athletic field care, sensitive equipment).

This Agreement does not apply to the use of students not employed by Facilities Management, Job Corps employees, or community service volunteers. It is agreed that utilization of Youth Corps personnel and students is in connection with the educational objectives of the College and is not precedent setting. The College will not utilize their services so as to replace bargaining unit employees. Further, students may not;

A. Operate major power equipment (excluding simple machinery such as push mowers, trimmer, vacuums);

B. Make electrical repairs (excluding changing light bulbs);

C. Make HVAC repairs (excluding assisting under the direct supervision of a Maintenance Technician or a member of the Facilities Management Team); or,

D. Perform interior painting, except for prep work and seasonal facility refreshing.

Any grievance relating to subcontracting may be initiated at the level of the person who made the subcontracting decision.

ARTICLE 6

GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term “grievance” shall mean any claim by the Association, or any employee represented by the Association, that the College has improperly interpreted or applied a specific provision of this Agreement. Written grievances not containing reference to the specific contractual paragraph(s) provisions in question will be invalid. Any employee having a grievance may present it in the following procedure on the Grievance Form (Attachment A).

Step 1 (Immediate Supervisor): Within five (5) working days after occurrence of the event giving rise to the grievance, he/she shall discuss the grievance with her/his immediate supervisor, with or without a representative of the Association, with the object of resolving the matter informally. The supervisor shall give an oral answer within five (5) working days.

Step 2 (Executive Director): If the grievance is not settled in Step 1, it shall be reduced to writing and signed by the employee aggrieved, and be delivered, in duplicate, to the Executive

Director, Facilities Management within five (5) working days after the Step 1 answer. The Executive Director and/or her/his designee will meet with the grievant(s) and Association representation, within five (5) working days after receipt of the written appeal. Her/his disposition of the grievance shall be furnished to the Association, a copy to the Steward, and the grievant within 5 working days after the meeting.

Step 3 (Supervisor of Executive Director): If the grievance is not settled in Step 2, the Union may appeal the grievance in writing to the Supervisor of the Executive Director, Facilities Management within five (5) working days after receipt of the written answer to the grievance from the Executive Director, Facilities Management. The Supervisor of the Executive Director, Facilities Management and/or her/his designees will meet with the grievant(s), the Business Agent, and the President or designee within ten (10) working days after receipt of the written appeal to the Executive Director. Her/his disposition of the grievance shall be furnished to the Association, a copy to the President or designee, and the grievant within 5 working days after the meeting.

Step 4 (Mediation): If the grievance is not settled in any of the above steps, the Association may refer the grievance to mediation by giving written notice to the College within ten (10) working days, unless both parties agree to an extension, after receipt of the disposition under Step 3. If notice of mediation is given the parties shall immediately forward a letter to either the Federal Mediation and Conciliation Service or the Michigan State Department of Labor requesting the services of a mutually agreed upon mediator. The mediator shall be limited to interpretation of the meaning of the provisions of this Agreement and the compliance by the College of its obligations under the specific provisions of this Agreement. The mediator shall have the power to submit a recommended award or to submit such other proposals as they determine appropriate to resolve the grievance. The mediator's recommendations and proposals are not binding on either party.

Step 5 (Arbitration): If the grievance is not settled in any of the above steps, the Association may refer the grievance to arbitration by written notice given to the college within ten (10) working days, unless both parties agree to an extension, after receipt of the disposition under Step 3. Grievances, which do not arise from the language of this Agreement, or an alleged breach thereof, are not arbitrable. If proper notice to arbitrate is given, the matter shall within thirty (30) calendar days be submitted to the American Arbitration Association in accordance with its voluntary labor arbitration rules. If the grievance has not been submitted to arbitration within thirty (30) calendar days, it shall be considered withdrawn by the Association. The jurisdiction of the arbitrator shall be limited to the interpretation of the meaning of the provisions of this Agreement and the compliance by the College with its obligations under the specific provisions of this Agreement. He/She shall have no power to change, modify or alter the Agreement or any of its provisions. However, the arbitrator shall not be limited in any remedy, which he/she may fashion-for

a violation of the agreement. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by law. The fees and expenses of the arbitrator shall be shared equally between the Employer and the Association in case of a divided award. The Association shall bear the costs of the arbitrator's fees and expenses if the grievance is denied, and the Employer shall bear the cost of the arbitrator's fees and expenses if the grievance is sustained.

Failure of the employee to take any step within the time specified in the grievance procedure will be considered as dropping the grievance, and failure by the College to answer within the times specified shall permit the employee to take the grievance to the next step of the grievance procedure.

Notwithstanding any provisions in this section, any employee may process any grievance individually without the intervention of the Association, provided the Association has been notified and been given the opportunity to be present at the adjustment of such a grievance.

No claim for back wages allowed as a result of a grievance shall exceed the amount of wages the employee would otherwise have earned at her/his regular rates, unless overtime was involved, less any sums received from unemployment compensation or earned by other employment during the same period.

ARTICLE 7

DISHCHARGE OR SUSPENSION

- A. Discharge, discipline or suspension of non-probationary employees shall be for just cause. Any grievance resulting in discharge arising out of this section shall commence at Step 2 of the grievance procedure. In an incident, which could potentially result in discharge, the employee may be suspended without pay during the investigation. The employee will be reimbursed any regular salary owed following the final disposition of the incident.
- B. The College will publish or post Facilities Management departmental rules and College policies and procedures, which it may from time to time revise. The College will administer its work rules in a non-discriminatory manner.
- C. Any employee scheduled for a work shift and failing to report to duty without at least one (1) hour prior notice to shift start will be subject to discipline and will not be paid for the shift. Should an employee incur three (3) incidents of not reporting for a shift without prior notice within a 12 month period, the employee will be terminated.

- D. Discipline steps may include an oral warning, written warning, suspension (number of days to be determined by the College based on severity of the incident) and discharge. The College will consider the severity of the incident when determining the step of discipline. The College may skip or repeat disciplinary steps depending on the severity of the incident.
- E. Any employee who has exhausted all paid leave and FMLA will be considered to have abandoned the job and is terminated.

ARTICLE 8

SENIORITY

Probation: New employees hired into the bargaining unit shall be considered as probationary employees for the first 120 calendar days of their employment. The probationary employee may be laid off, discharged, or transferred at the sole discretion of the College, without recourse by the Association. After the first 90 calendar days of employment the College shall evaluate the probationary employee's job performance. The award of regular status shall be the sole responsibility of the College. When an employee successfully finishes the probationary period, he/she shall be entered on the seniority list in the bargaining unit and shall rank for seniority from the date of hire.

Seniority List: Full-time employees will maintain a seniority list and part-time employees will maintain a seniority list. Full-time seniority supersedes all part-time seniority. Part-time employees transferring to a full-time position within the bargaining unit will carry their original hire date for seniority purposes. Seniority date is the date of hire, whether full-time or part-time. If hired first as temporary, then date of regular appointment is seniority date. In the event that two or more employees have identical seniority dates, the order of seniority shall be determined by birth month and day, with the employee having the earlier month and day of birth possessing the greatest seniority. If there is no break in employment from temporary to regular employee, then the College may waive 120 calendar day probationary period. Seniority list indicating the date of starting of continuous employment for each employee covered by this Agreement shall be furnished to the Association as soon as practicable after July 1 of each year.

Loss of Seniority: An employee shall lose her/his seniority for the following reasons only:

- A. He/she quits or retires. An employee who is absent from work for any reason for three working days without notifying his immediate supervisor, will be deemed to have voluntarily quit, unless the nature of the illness or accident prohibits such notice;

- B. He/she is discharged;
- C. He/she does not return from sick leave or leave of absence on the date he/she is due to return;
or
- D. He/she has been on continuous layoff for a period of time equal to her/his seniority at the time of layoff, but not to exceed eighteen (18) months layoff for any employee. If an employee loses his seniority due to continuous layoff he/she shall be provided with the opportunity to be hired as a new employee in the first available vacancy within the bargaining unit. This right of hire shall be limited to only those vacancies, which occur within the first six (6) months in which seniority is broken under this paragraph. The College shall notify such employee of the vacancy by certified mail sent to the employee's last known address.
- E. An employee recalled within the eighteen months layoff will retain their sick leave balance. After the period of time equal to her/his seniority at the time of layoff, but not to exceed eighteen (18) months, they have a six month right of hire, during which they are brought back as a new employee. In that case all balances will start anew.

With regard to personal balances, an employee laid off will not be paid for personal time unused. Personal time not used expires at the end of a fiscal year in all cases; therefore, personal time balance does not continue to accrue, but is re-established based on the recall date.

ARTICLE 9

LAYOFF AND RECALL

The word "layoff" shall mean a reduction in the working forces within the bargaining unit. If the College is to lay off such employees, the following procedure will be followed: temporary employees, probationary employees, and then other employees will be laid off according to seniority within classifications. Employees to be laid off for an indefinite period of time will be notified as far in advance as is practicable. When the working force is increased after a layoff, employees will be recalled according to seniority in the classification according to Article 8 Seniority. Notice of recall shall be sent to the employee at her/his last known address by registered or certified mail. If an employee fails to report for work within five (5) days of mailing of such notice, he/she shall be considered a quit. Non-temporary and non-probationary employees who are notified of layoff may bump or displace less senior employees in other classifications provided that the employee seeking to exercise her/his right to bump possesses the qualification and training to perform the job assignment of the less senior employee without additional training or break-in-period. The College shall possess the sole discretion to determine whether the laid-off employee

possesses sufficient qualification or training to permit the exercise of this bumping right privilege, but the College shall not exercise its discretion arbitrarily.

ARTICLE 10

RESIGNATION OR TRANSFER OUTSIDE OF BARGAINING UNIT

In the event of an employee's voluntary resignation from the employment with the College, such resignation shall be conducted in accordance with the College's approved Resignation Policy and Procedure.

If an employee accepts a position with the College not included in the bargaining unit, he/she may transfer back to a position in the unit up to sixty (60) calendar days after being transferred out of the unit and will be placed back in her/his former position. If the employee's former position has been eliminated, the employee may bump into any bargaining unit position for which he/she is qualified in accordance with seniority. The College shall possess the sole discretion to determine whether employee has required qualifications. He/she shall retain her/his seniority prior to transfer but will not accumulate additional seniority while working in the position to which he/she transferred for up to sixty (60) calendar days.

Employees leaving the bargaining unit shall lose all their Association seniority after sixty (60) calendar days and will lose their ability to transfer back or bump back into the bargaining unit.

ARTICLE 11

VACANCIES, TRANSFERS AND PROMOTIONS

Job Posting: When a vacancy occurs in an existing position, or where a job is newly created, the job will be posted in a conspicuous place in all buildings for a period of five working days. The posting shall include the job specifications and a sign-up sheet. The Office Manager, Facilities Management will also e-mail the posting to all Facilities employees. Non-probationary employees may bid on the job by signing the posting within the five working days posting period.

In order to be eligible for consideration, the employee must be able to assume all duties and responsibilities of the position within 14 calendar days of the available date noted on the posting and it must be 90 days or more since the last successful posting bid by the employee. The Association President or Vice President may sign a posting on behalf of a bargaining unit member.

It is the employee's responsibility to advise the President or Vice President of both their interest in potential postings and to provide their relevant contact information.

Neither the College nor the Association bears any responsibility for contacting absent employees to advise them of new or imminent postings.

Bumping may occur when a position is eliminated and will be administered by seniority by classification. Bumping will not be used for shift changes.

Bids Within Classification: The employees, who bid on vacancies within their existing classification, either to seek a shift change or to transfer from part-time to full-time status, shall be given preference over other bidders from outside the classification. The most senior bidder within the classification shall be awarded the job. Unit wide seniority will be the sole determining factor in awarding jobs for utility and mailroom/warehouse. Hourly wages are determined on job classification and not on part-time versus full-time status.

Promotional Bid: A promotion is defined as a transfer into a higher job classification as reflected on the Classification and Wage Schedule.

A. **Award:** The selection among employees who bid on jobs outside of their classification shall be made on the basis of the job description, employee qualifications and seniority. Employees who meet the job specifications shall be given a uniform written test and skill demonstration test, developed or adopted by the College, with input from the Association, and administered by the Department of Human Resources. If no employee passes the promotional tests, the College may hire from outside the bargaining unit.

Vacancy selection for the maintenance technician positions will be based on those candidates who demonstrate sufficient skills before an interview committee of a minimum of two (2) management and two (2) bargaining unit members. The final hiring decision rests with the hiring supervisor. In addition to personal interviews, qualification tests that measure both technical and work related skills will be used. All candidates for a position will be required to take the same tests. If no qualified candidate is determined to exist within the bargaining unit, the College may hire from outside the unit without reposting the job.

The College, at its discretion and without regard to seniority, may evaluate the potential long term success of a bargaining unit member candidate for a position who does not pass the qualification test. If in the judgment of the Facilities Management Team, the bargaining unit member is within a reasonable percent of passing the test with additional training, the College may offer the position as a temporary appointment as long as the bargaining member commits to participating in a College apprenticeship program, customized training and/or enrolls and completes at least one College approved class per semester until the bargaining member can satisfactorily pass the test and demonstrate job competency. For the duration of this temporary

appointment, the bargaining unit member will be compensated at half the distance between her/his current wage and that of the starting wage of the Maintenance Technician position.

- B. **Qualification Period:** Successful candidates will be granted a one hundred twenty (120) day trial period to determine her/his ability to satisfactorily perform the job, or her/his desire to remain on the job. The employee's performance will be reviewed at ninety (90) days. If the employee is unsatisfactory in the new position, the College will tell him/her the reasons. In the event an employee bids for and is assigned to a job, and for any reason asks to be relieved or is considered to be unsatisfactory by the College within the one hundred twenty (120) day qualification period, he/she will be placed back in her/his former position. If the employee is disqualified or voluntarily returns to her/his former job within the one hundred twenty (120) day qualification period, the position will be awarded to the next most senior bidder who qualified for the job. If no other employee signed the posting or qualified for the job, the College may hire from outside the bargaining unit without reposting the job.

ARTICLE 12

LEAVES OF ABSENCE

Full-Time Employee Absences:

- A. **Paid Leaves of Absences:** Full-time employees shall be allowed a leave of absence without loss of pay under the following terms and conditions;

1. **Illness:** A sick leave allowance of twelve (12) days shall be granted each contract year, accrued at the rate of one (1) day per month of active employment. Sick leave cannot be utilized until earned. Unused days of sick leave shall be accumulated to a maximum of 960 hours. Such leave days without loss of pay may be taken by any employee only to the extent of her/his personal illness or critical illness in her/his immediate family. Immediate family of an employee shall be defined as current spouse/partner, children, stepchildren, parents and/or parents-in-law. Sick leave shall be limited to only those periods in which the employee is ineligible for disability benefits provided for in this Agreement and those periods in which the employee is ineligible for workers compensation.

The College may, in its discretion, require an employee to submit competent medical verification after use of three (3) paid sick leave days. Such verification of illness shall be in the form of a doctor's certificate.

Additionally, the College may require the employee to submit to an independent medical examination by a physician designated and paid by the College prior to return to work.

Should the employee draw sick leave and then later receive disability or worker's compensation for the same period of the illness or injury, he/she shall reimburse the College for the sick leave pay received.

Should an employee be injured on the job, the injury must be reported to the supervisor immediately and an Employers Basic Report of Injury and Incident Report submitted within twenty-four (24) hours, unless injury so prevents.

Failure to provide requested medical verification for paid sick leave use and/or false use of paid sick leave shall result in loss of pay for day or days of absence. Falsification of paperwork or false use of paid sick leave shall be grounds for termination.

2. **Bereavement Leave:** In case of death in the full-time employee's immediate family (current spouse/partner, children, stepchildren, parents and/or parents-in-law), an employee shall receive up to five (5) days off with pay for the workdays falling within the period normally taken from the time of death through the funeral.

In the case of brothers, sisters, grandparents or grandchildren three (3) days will be granted.

One (1) day with pay will be granted to attend the funeral of grandparents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, nieces or nephews of the full-time employee.

Extenuating circumstances that would necessitate more than the days enumerated may be approved at the discretion of the immediate supervisor and would be subtracted from the full-time employee's sick leave or vacation time.

3. **Personal Leave:** Full-time employees will be allowed three (3) days per contract year for personal business. A new employee who is hired prior to January 1st in any contract year shall be entitled to three (3) personal days upon successful completion of the probationary period set forth in Article 8. A new employee who is hired on or after January 1st in any contract year shall be entitled to one (1) personal day upon successful completion of the probationary period set forth in Article 8. A written request for such leave shall be given to the immediate supervisor for approval at least one (1) week in advance, except in the case of an extreme emergency. A personal day shall not be granted the day before or after a holiday or vacation period. Personal days not used within the contract year will be forfeited.

4. **Temporary Military Leave:** Leave shall be granted to an employee called for temporary military duty according to Federal statutes. Where such leave is granted, the College shall compensate the employee involved for the difference between her/his pay and her/his military base pay as computed on a daily basis.
5. **Jury Duty:** A leave of absence shall be granted to an employee called for jury service, provided that the College shall only be obligated to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury fee paid. The employee shall perform her/his College duties whenever practicable during such period of service.

B. Unpaid Leave of Absence: Full-time employees may be allowed an unpaid leave of absence under the following terms and conditions. Sick and vacation time shall not continue to accrue for the duration of any of the following unpaid leaves of absence.

1. **Personal Leave:** A personal leave of absence of up to six (6) months without pay may be granted by the College.
2. **Family Medical Leave Act:** In accordance with the Family and Medical Leave Act (FMLA) of 1993, eligible employees will be granted family medical leave in accordance with the Lake Michigan College Policy and College Procedure: Family & Medical Leave Act. Worker's compensation benefits and all leave time will run concurrently with the FMLA leave.
3. **Military Leave:** If an employee is inducted or recalled into the military service, all state and federal laws applicable to military leaves and the employment of veterans will apply.
4. **Disability Leave:** A leave of absence for reason of illness or injury of up to one (1) year may be granted by the College upon certification of a licensed physician. Such leave is without pay but with all applicable contract benefits.
 - a. **Short term disability** Current plan design provides for payments for short term disability beginning on the 29th calendar day and pays one hundred percent (100%) of base earnings through the ninetieth (90th) calendar day of the disability. Full-time employees may purchase optional short term disability insurance. The full-time bargaining unit members will be provided the same short term disability plan opportunities as College staff.
 - b. **Length of Leave:** The employment of facility employees may be terminated after one year of long term disability leave. However, if so terminated, they remain eligible to apply for future vacant positions when they recover from the disability.

- c. **Physician's Examination:** The College may require examination by a physician of its choosing, at its expense, for any facility employee whom it believes may be, able or unable, to perform her/his duties due to illness, disability or incapacity. Refusal to submit to such examination will be grounds for termination.
- d. **Notice and Due Process:** Before a facility employee's employment is terminated due to illness, incapacity, or disability, a written notice of intent to terminate shall be delivered to the facility employee, or to the guardian, spouse, or such other person as may be legally responsible for the facility employee. Upon receipt of such notice, the employee may request implementation provision for due process set forth in the Grievance Procedure. No termination will become effective until completion of due process.
- e. **Extension:** The College at its discretion may extend such leave where return to work appears imminent.

In the event of a disagreement between the physician selected by the College and the physician selected by the employee, the College and employee physicians together shall select a third physician whose opinion will be final and binding upon the College, the Union and the employee. The expense of the third physician shall be borne equally between the College, Union and employee.

Following any period of Disability Leave as defined herein, the facility employee must be back on duty for a length of time equal to the leave, in order for the Disability Leave calendar to be reset to zero. Leave taken in periods punctuated by durations of employment less than this shall be additive towards the one year limit and/or extension where applicable.

Part-Time Employee Absences:

A. **Paid Leaves of Absences:** Part-time employees shall be allowed a leave of absence without loss of pay under the following terms and conditions;

- 1. **Illness:** A sick leave allowance of four (4) hours shall be accrued per pay period. Sick leave cannot be utilized until earned. Unused sick leave shall be accumulated to a maximum of 480 hours. Unused sick days may be equated and carried over to a full-time position. Such leave days without loss of pay may be taken by any employee only to the extent of her/his personal illness or critical illness in her/his immediate family. Immediate family of an employee shall be defined as her/his current spouse/partner, children, stepchildren, parents and/or parents-in-law. Sick leave shall be limited to only those

periods in which the employee is ineligible for disability benefits provided for in this Agreement and those periods in which the employee is ineligible for workers compensation.

The College may, in its discretion, require an employee to submit competent medical verification after use of three (3) paid sick leave days. Such verification of illness shall be in the form of a doctor's certificate.

Additionally, the College may require the employee to submit to an independent medical examination by a physician designated and paid by the College prior to return to work.

Should the employee draw sick leave and then later receive worker's compensation for the same period of the illness or injury, he/she shall reimburse the College for the sick leave pay received.

Should an employee be injured on the job, the injury must be reported to the supervisor immediately and an Employers Basic Report of Injury and Incident Report submitted within twenty-four (24) hours, unless injury so prevents.

Failure to provide requested medical verification for paid sick leave use and/or false use of paid sick leave shall be grounds for discipline up to and including discharge.

2. **Bereavement:** In case of death in the part-time employee's immediate family (current spouse/partner, children, stepchildren, parents and/or parents-in-law), an employee shall receive up to five (5) days off with pay for the workdays falling within the period normally taken from the time of death through the funeral.

In the case of brothers, sisters, grandparents or grandchildren three (3) days will be granted.

One (1) day with pay will be granted to attend the funeral of grandparents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, nieces or nephews of the full-time employee.

Extenuating circumstances that would necessitate more than the days enumerated may be approved at the discretion of the immediate supervisor and would be subtracted from the full-time employee's sick leave or vacation time.

3. **Personal Leave:** Part-time employees will be allowed one (1) scheduled work day per contract year for personal business. Only new employees who are hired prior to January 1st in any contract year shall be entitled to one (1) personal day upon successful completion of the probationary period set forth in Article 8. A new employee who is hired on or after

January 1st in any contract year shall not be entitled to this benefit until the subsequent contract year. A written request for such leave shall be given to the immediate supervisor for approval at least one (1) week in advance, except in the case of an extreme emergency. A personal day shall not be granted the day before or after a holiday or vacation period. Personal days not used within the contract year will be forfeited.

B. Unpaid Leave of Absence: Employees may be allowed an unpaid leave of absence under the following terms and conditions. Sick and vacation time shall not continue to accrue for the duration of any of the following unpaid leaves of absence.

1. **Family Medical Leave Act:** In accordance with the Family and Medical Leave Act (FMLA) of 1993, eligible employees will be granted family medical leave in accordance with the Lake Michigan College Policy and College Procedure: Family & Medical Leave Act. Worker's Compensation benefits and all leave time will run concurrently with the FMLA leave.
2. **Military Leave:** If an employee is inducted or recalled into the military service, all state and federal laws applicable to military leaves and the employment of veterans will apply.

ARTICLE 13

MODIFIED DUTY PROGRAM

The College reserves the right to establish a Modified Duty Program for employees who are injured on the job. This program is designed so that employees who are injured can return to gainful employment while recovering from their injury or illness. Any employee who fails to adhere to or who violates this policy shall be subject to disciplinary action up to and including discharge.

All employees requesting medical assistance for a work related injury will be sent to a medical facility for treatment. If it is the examining doctor's medical opinion that the employee is unable to return to their regular position, but is able to perform temporary modified duty, the doctor will provide the employee with a modified duty release to return to work. Prior to the employee returning to work he/she shall present the release in person to their supervisor or an individual so designated by the College.

The College will assign temporary modified duty work, if available, in accordance with the recommendations of the doctor. The modified work assignment is the choice of the College, but may not be punitive in nature. Modified work can be in or out of bargaining unit. Modified duty does not permit "bumping" or loss of employment for another employee.

The College may consult with Human Resources, the employee's supervisor and the Union Steward in reviewing cases for possible modified duty.

ARTICLE 14

FULL-TIME BENEFITS

- A. **Retirement:** The College shall pay the employer's contribution to the Michigan Public School Employees Retirement System, so long as State law requires the College to assume payment for that contribution. The employee is responsible for their election contribution. In the event State law is amended or repealed during the term of this Agreement so as to eliminate the College's obligation to pay for the employer's contribution to the Retirement System, the College shall thereupon be obligated to pay on behalf of each employee an amount equal to the Employer's contribution for full-time College employees not covered by this bargaining agreement into available retirement plans, as is required by law.
- B. **Insurance Coverage:** Full-time facility employees shall receive insurance coverage as the College makes available to other full-time College employees. Each member will contribute twenty percent (20.0%) of health insurance premiums or the amount as required by law, matching other full-time College employee contributions (Ref. PA152 as amended). The President of the Facilities Association or her/his representative will serve on the College's Health Benefits Task Force as one of the members appointed by the College President.

The insurance opt-out option includes that the College shall contribute a total of at least \$2,400 payable in twenty-six (26) equal installments for each full-time facility member who elects not to receive health insurance coverage and, instead, chooses to receive long term disability, term life, vision and dental insurance benefits. The stipend amount will be applied through the College's regular payroll system or other College approved options. Any cost beyond the College's contribution will be paid by the full-time facility member.

Other optional group insurance coverage, defined as STD, optional Life, etc., may be made available at the employee's expense; all premiums will be payable in advance.

The College's contribution per facility member shall cease at the end of the month for a fulltime facility member whose employment ceases.

For a facility member on an unpaid leave of absence, payment of coverage ceases at the beginning of the leave, other than a leave of absence under the Family and Medical Leave Act

or where health insurance is available under a disability or other applicable program. To maintain coverage while on unpaid leave of absence members may arrange a schedule of insurance and other premium payment with Human Resources.

C. **Vacations:** For employees working on the effective date of this Agreement, vacation eligibility shall be as follows:

	Years of Service	Vacation Allocation	Vacation Accrual (hours/pay period)
After completion of:	1st Year	80 hours	3.08
After completion of:	2 nd -4th Years	80 hours	3.08
After completion of:	5th-9th Years	120 hours	4.62
After completion of:	10 th Years	160 hours	6.16

Employees hired prior to July 1, 1991 will be eligible for 200 hours of vacation after completion of the 20th year. Up to one year of vacation allocation may be carried over for not more than one additional fiscal year. Unused vacation time at the end of the fiscal year in excess of one year of vacation allocation will be lost.

Vacations will be granted with the prior approval of the supervisor at such times during the year of the employee's choosing provided requests shall be submitted at least two (2) weeks prior to the beginning of such requested vacation. When a holiday is observed under this Agreement during a scheduled vacation, the vacation may be extended one (1) day continuous with the vacation. If an employee becomes ill and is under the care of a duly licensed physician during a vacation, that vacation will be rescheduled upon receipt of evidence from such physician within thirty (30) days of termination of such illness. A vacation may not be waived by an employee and extra pay received for work during that period.

Each employee may elect upon two (2) weeks' notice to schedule not more than five (5) days per year of his or her vacation allotment as single vacation days. If not consistent with current staffing needs, the College may effectuate shift changes to cover the vacations with two weeks' notice, or refuse the request.

Vacation requests for time off of a week or longer during April 1 and June 30 of each year must be submitted no later than March 31. The number of vacations approved will be for the maximum number of employees in each classification over minimum staffing levels required for each classification. Vacation requests must be submitted in person to the supervisor, and will be approved in the order in which the requests are received.

Part-time service will be counted for vacation eligibility when assuming a full-time job.

- D. **Tax Deferred Annuity:** The College shall make available a salary deferral plan. The College will determine what plans are offered. Contributions, when made, shall be transmitted according to the employee's pay schedule to the appropriate carrier in accordance with the Internal Revenue Code of 1954 as amended.
- E. **Payroll Deduction and Direct Deposit:** The College requires direct deposit of paychecks.
- F. **Mileage Reimbursement:** Whenever it is necessary for an employee to travel on official College business, he/she shall have use of the College car if available, or, if not available, shall be reimbursed at the current IRS rate.
- G. **At-Will Employees:** There are no paid time off or health insurance benefits for such employees.
- H. The College shall provide tuition waivers for an employee, spouse and IRS qualified dependent children.

ARTICLE 15

PART-TIME BENEFITS

- A. **Retirement:** The current standard contribution to the Michigan Public School Employees Retirement System is paid in full by the College. The employee is responsible for their election contribution. In the event State law is amended or repealed during the term of this Agreement so as to eliminate the College's obligation to pay for the employee's contribution to the Retirement System, the College shall thereupon be obligated to pay on behalf of each employee an amount equal to the Employer's contribution into available retirement plans for part-time College employees not covered by this bargaining agreement, as is required by law.
- B. **Payroll Deduction and Direct Deposit:** The College requires direct deposit of paychecks.

C. **Vacations:** For regular part-time employees working on the effective date of this Agreement, vacation eligibility shall be as follows:

	Years of Service	Vacation Allocation	Vacation Accrual (hours/pay period)
After completion of:	1st Year	66 hours	2.54
After completion of:	2 nd -4th Years	66 hours	2.54
After completion of:	5th-9th Years	95 hours	3.66
After completion of:	10 th Year	124 hours	4.77

Paid vacation time shall be accrued from the time of the employee’s employment anniversary date, based on the schedule above. Up to one year of vacation allocation may be carried over for not more than one additional fiscal year. Unused additional vacation hours will be lost.

Vacations will be granted with the prior approval of the supervisor at such times during the year of the employee’s choosing provided requests shall be submitted at least two (2) weeks prior to the beginning of such requested vacation.

Each employee may elect upon two (2) weeks’ notice to schedule not more than five (5) days per year of his or her vacation allotment as single vacation days. If not consistent with current staffing needs, the College may effectuate shift changes to cover the vacations with two weeks’ notice, or refuse the request.

Vacation requests for time off a week or longer during April 1 – June 30 of each year must be submitted no later than March 31.

D. **At-Will Employees:** There are no paid time off or health insurance benefits for such employees.

ARTICLE 16

HOURS OF WORK

A. **Full-time Employees (All Classifications):**

1. The regular workweek for full-time employees shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days when summer hours can be accommodated for a total of forty (40) per week. If an employee's work week or shift is to be changed, he/she shall be notified

two (2) weeks in advance. The days of work for employees in this classification may or may not be consecutive, at the option of the employer, and the employer may, on occasion, alter work schedules or shifts in order to meet the requirement of the College.

2. Employees in this classification shall receive, during the eight (8) hour or ten (10) hour workday, two (2) fifteen (15) minute relief periods as such time as is agreeable with their supervisor. Included in the eight (8) hour or ten (10) hour work day is a one-half (1/2) hour paid lunch.

B. Part-time Employees (All Classifications):

1. Part-time employees shall be scheduled for not less than four (4) hours per day for not less than three (3) days per week. The days of work for employees in this classification may or may not be consecutive, at the option of the employer, and the employer may, on occasion, alter work schedules or shifts in order to meet the requirement of the College.
2. Part-time employees who work five (5) hours or less on a given day shall receive a fifteen (15) minute paid relief period at a time agreeable to their supervisor. Part-time employees who work more than five (5) hours per day shall receive two (2) fifteen (15) paid relief periods. In addition, part-time employees who are scheduled for eight (8) hours in a given work day shall be granted a one-half (1/2) hour paid lunch period.
3. Part-time employees may not be assigned to work more than twenty-nine (29) hours per week per the Affordable Care Act.

C. Call Back: If an employee is called into work other than during regularly scheduled work, he/she shall be guaranteed at least four (4) hours work or pay at the applicable rate. If there is less than four (4) hours of work available, the employee may, at her/his option and with the approval of her/his supervisor, leave work after completing the tasks assigned. In such event, the employee will be paid for only the time actually worked, but in no case less than two (2) hours. Call back compensation begins at the time the employee reaches the first College site of work.

D. Rescheduling Shifts Or Hours: Permanent rescheduling or changing shifts or hours of work will be done on the basis of seniority within classification, with the most senior person being given the first opportunity for rescheduling or reassignment, so long as the employee's skills and qualifications within the classification are similar. Permanent shall be defined as being more than one hundred twenty (120) days.

E. Temporary Full-Time Assignments: Temporary full-time assignments shall be offered on the basis of seniority within classification, with the most senior person eligible being given the

first opportunity for the assignment. Temporary is defined as no more than one hundred twenty (120) days. Temporary full-time benefits shall include vacation and sick time accrual and holiday pay. Notice of availability of temporary full-time positions and subsequent return to part-time status shall both be made with a minimum of two weeks' notice, where possible. Full-time assignments extending to one hundred twenty-one (121) days and beyond shall receive all Facility staff full-time benefits. Any assignment to a temporary full-time position shall be followed by a period of not less than ninety (90) calendar days before the employee can again be reassigned as temporary full-time, unless mutually agreed to by the College and the Facilities employee. In the event the College is unable to fill the temporary full-time assignments the College may sub-contract for the work under the provisions of Article 5. Subcontracting.

F. **Time Clock Plus:** All employees are required to use this system. Employees will not be allowed to hand write their time card unless the College is experiencing a software failure.

G. **Ratio**

The ratio of part-time Utility to full-time Utility employees shall not exceed 4:2.

The ratio of part-time Maintenance Technician employees to full-time Maintenance Technician employees shall not exceed 2:5.

H. **Summer Hours:** Should the College provide Summer Hours (e.g., four (4) ten (10) hour work days) for College staff, efforts will be made to accommodate those bargaining unit members wishing to participate at the discretion of the Facilities Management Team.

ARTICLE 17

OVERTIME AND EMERGENCY DAY COMPENSATION

Time and one-half shall be paid to all employees who work over 40 hours in a calendar week (Sunday through Saturday). Double time shall be paid for all hours worked beyond 48 in a calendar week (Sunday through Saturday). Additionally, double time will be paid after twelve (12) hours worked in a single day {twenty-four (24) hour period}. Paid or unpaid leave days will not be considered as hours worked for overtime calculations (personal days, authorized vacation time, personal illness, hours in which the President closes the College, or unpaid leave days).

Within each classification, overtime shall be rotated among qualified employees insofar as is practicable. Scheduling supervisors will assign overtime by requesting employees of that classification either already on shift or scheduled to report later that day to work, while attempting

to maintain this balance. Overtime assignments shall otherwise be made on the basis of the monthly overtime list. Overtime refused either through shift extension or call-out shall be considered RED-TIME and recorded as time worked for the purposes of maintaining balanced overtime distribution.

RED-TIME: is non-compensated time for which the ONLY purpose is maintaining balanced opportunity for overtime within classifications. The amount of RED-TIME charged to individuals refusing or otherwise unable to work overtime shall be determined by the employee(s) who actually work the overtime. Overtime will be planned as far in advance as possible. Employees unable to be reached by phone will be charged RED-TIME. Employees are responsible for providing their latest contact information. Should overtime be refused by all employees within the appropriate classification, overtime will be assigned by lowest total of overtime worked plus RED-TIME within that classification. All overtime offered to each employee, whether accepted or refused (i.e. RED-TIME), shall be posted monthly.

In the event of an emergency or unavailability of facilities management personnel within that classification, temporary help may be used. Employees must provide at least one (1) hour notice prior to the shift start time if unable to report for a scheduled work shift.

At the beginning of each fiscal year the overtime lists for classifications will be reset. Resetting will be accomplished by subtracting overtime worked plus RED-TIME for the lowest employee from all employees within that classification setting the lowest employee to zero and maintaining the relative balancing into the next fiscal year.

For the purposes of overtime distribution, the Master Maintenance Technician and Maintenance Technician classifications shall be considered one and the same.

Employees requested to work out of classification shall receive their rate of pay or the rate of *out of pay classification*, whichever is higher.

Emergency Day Compensation and Expectations:

An emergency day begins with time of emergency notification (AlertNow message) until 6 a.m. the next day. Those Facility employees reporting to work will be paid for hours worked plus their normally assigned short.

The nature of Facilities Management is such that during emergency days we are called upon to provide the heaviest service in order to prepare the College for reopening *at the earliest possible time*. As such Facilities employees are asked to report to work if at all possible unless notified by the Facilities Management Team to not report. Mail Clerk/Warehouse and the Utility assigned to deliver mail should not report on an Emergency Day. In compensation for the personal risk incumbent on an individual making an honest effort to report to work on these days, we will pay Facilities employees in accordance with the following guidelines:

- A. If the College closes for any reason and the employee is already at work, they shall receive their regular shift's pay.
- B. If the College closes for an emergency, full-time and part-time facility employees will receive emergency pay for hours worked.
- C. Emergency hours do not count towards overtime calculation.
- D. Time worked on emergency days is regular time and does not count towards overtime calculation except any hours worked on an emergency day over eight (8) hours.

The conditions of Section 17 OVERTIME & EMERGENCY DAY COMPENSATION shall equally apply to hours worked by part-time employees.

If classes are canceled at a College site, but College staff must report to work, the day is considered a work day for College staff, including the bargaining unit.

An employee unable or unwilling to report to work should call in and talk to a supervisor, and will chose to use a vacation, personal or unpaid leave day.

ARTICLE 18

TARDINESS AND ABSENTEEISM

Absenteeism:

- A. Full and part-time bargaining unit employees are entitled to illness leave as defined in Article 12. However, in any fiscal year where the employee experiences six (6) occurrences of absence, he/she will be given a written notice that he/she is in jeopardy of receiving the disciplinary action steps listed below for further occurrences of absence. Six (6) absence occurrences shall be deemed "the standard" beyond which discipline will be imposed for further included absence occurrences within the fiscal year. Absence occurrences beyond six (6) occurrences per fiscal year, whether or not covered by illness leave(s), will be subject to discipline. An absence occurrence is defined as any instance of single work day absence or an instance of several consecutive work days of absence. The following absences are excluded from this provision:
 - 1. Work related injuries.

2. Excused/authorized absences for vacation, jury duty, personal business days, unpaid leaves of absence, family medical leave, holidays, bereavement leave and disciplinary layoffs.

The College reserves the right to require that the employee obtain medical verification.

Disciplinary action steps will be imposed for absence occurrences in any fiscal year as follows:

Absence Occurrence Levels	Disciplinary Action Steps
6 th	Verbal warning
7 th	Written reprimand
8 th	Three (3) day suspension without pay
9 th	Discharge from employment with College

In all cases, an employee's number of absences will start out at zero (0) commencing with the first day of each fiscal year. By mutual agreement between the Association and Employer, the application of this program to an individual employee can be suspended if that employee presents evidence of a situation which would be better handled by other means.

- B. **Tardiness:** is considered late beyond six (6) minutes of assigned shift. This definition will be considered for discipline.

In addition, pay will be deducted after six (6) minutes of tardiness, deducted in one-quarter (15 minutes) intervals. For purposes of the tardiness/absenteeism policy, an employee's reporting late or leaving early up to one (1) hour of the beginning or end of her/his shift shall constitute one half-day absence for the purpose of disciplinary policy set forth above. Reporting late or leaving early by more than one (1) hour shall constitute a full day's absence for the purpose of disciplinary policy set forth above.

ARTICLE 19

HOLIDAYS

Paid holidays are defined as beginning at 12 a.m. and continuing through 11:59 p.m. on same day. The paid holidays for full-time employees are designated as:

New Year's Day
Good Friday or Easter Sunday
Memorial Day
Fourth of July
Labor Day
Day before Thanksgiving
Thanksgiving
Day after Thanksgiving
Christmas Day
Two (2) full holidays to be selected by the College during Christmas season.

In the event that the College's holiday schedule is altered, this contract schedule will conform to the College's new holiday schedule, but will not include less than the current number of holidays.

Employees will be paid their current rate based on the hours of their regular work day for said holidays. An employee must work her/his last scheduled workday before and her/his first scheduled workday after the holiday.

The weekends before or after College designated holidays are not considered paid holidays.

Part-time employees will not be compensated for holidays unless worked.

Full-time employees working a holiday, as provided in this Agreement, shall be paid double their regular hourly rate for the hours worked in addition to their holiday pay.

Part-time employees working a holiday, as provided in this Agreement, shall be paid double their regular hourly rate for any holidays worked.

Part-time employees working over the winter break (non-holiday weekdays between Christmas and New Year's) with the mutual agreement of the College will be paid straight time only, and no holiday pay shall be provided to those employees.

ARTICLE 20

BULLETIN BOARD

The College will permit a bulletin board in each building to be used by the Association for posting notices of the following types:

- A. Notices of recreational and social events,
- B. Notices of elections,
- C. Notices of results of elections: and
- D. Notices of meetings.

A copy of the notice will be given to the College before posting.

The Association is responsible for the display of postings and the maintenance of the bulletin board.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

Employees who attend seminars or classes to improve their skills or employment may do so without loss of pay and the College shall pay for the cost of such educational program, provided that the College has given prior written authorization for the employee to enroll in or attend such seminars or classes. The College shall make available a minimum of sixteen (16) hours of professional development to each employee annually including required safety instruction. Employee schedules will be adjusted as much as possible to allow as many employees to participate in Collegewide professional development and engagement activities. Employees may take up to four (4) contact hours per week during the Fall and Spring semester during their regular schedule without loss of pay if the course is job-related and the Executive Director, Facilities Management agrees.

All salaried, full-time employees are eligible for the waiver of 100% of the tuition for the employee, her/his spouse, and IRS qualified dependents that attend credit classes at Lake Michigan College. Should employee, her/his spouse, and/or IRS qualified dependent drop a class past the drop/add, time or fail class, the College must be reimbursed the tuition.

Retired employees who have accumulated a minimum of ten (10) years of full-time service at Lake Michigan College are eligible for the waiver of 100% of the tuition for credit classes.

All College fees are administratively determined, considered separate from tuition and shall be paid in full by the individual registered.

Regular part-time employees working twenty (20) hours or more per week are eligible for the reimbursement of 100% of the tuition, paid by the employer, for one class per semester as long as part of an approved apprenticeship program. The part-time employee and her/his spouse and dependents may take additional classes and are eligible for the reimbursement of 50% of tuition, paid by the employer. Should employee, her/his spouse, and/or IRS dependent drop a class past the drop/add time or fail class, the College must be reimbursed the tuition.

All fees are administratively determined and shall be paid by the individual registered in the class.

Association Training and Conferences: The College shall provide the Association with a not-to-exceed eight (8) days in total at the beginning of every school year to be used by facility members who are officers or members of the Association, during that year for attendance at Association training and conferences. The Association President and/or her/his appointee agrees to notify the Vice President, Administrative Services no less than two (2) weeks in advance of taking such leave, and additionally must notify the immediate supervisor through the usual process that he/she will be absent.

ARTICLE 22

SAFETY

A safety committee of two (2) employees and the College representatives (Facilities Engineer and Public Safety Director/Evening Administrator) will be established, to be convened at mutually agreeable times for the purpose of making recommendations to the College and employees regarding potential safety concerns.

ARTICLE 23

SUPERVISOR'S WORK

Supervisors cannot perform bargaining unit work, except:

- A. Supervisors may perform bargaining unit work in training employees, in testing, problem solving or experimenting with new work procedures or in immediate response to facility and/or equipment breakdowns, emergencies, time sensitive requests, or response to immediate safety concerns (e.g., moving or setting up a barrier).
- B. To assist in managing automated building control systems.

ARTICLE 24

NO STRIKE

The Association agrees it will not engage in, assist or promote in any way a strike, work stoppage, slowdown or any other interruption or impeding of work during the term of this Agreement. It is further agreed that an employee shall not engage in any such activity during the term of this Agreement, and shall be subject to discharge therefore without any recourse to the grievance procedure whatsoever, except to determine whether the employee engaged in the activity for which he/she was discharged.

ARTICLE 25

NON-DISCRIMINATION CLAUSE

Lake Michigan College is an equal opportunity institution, affording enrollment, employment and services without distinction on the basis of race, color, religion, national origin, gender identity or expression, age, marital status, sexual orientation, sex, physical or mental disability, weight, height, creed, political affiliation, citizenship status, AIDS/HIV status, misdemeanor arrest record, genetic information or veteran status. The parties recognize the College's continuing commitment to equal employment opportunity and non-discrimination. Minorities and persons with a disability are encouraged to attend Lake Michigan College. Any questions regarding rights under Title VI and Title IX should be directed to the Executive Director, Human Resources, (269) 927-8102, Room A-305. Any questions regarding rights under Section 504 should be directed to the Student Outreach and Support Services Office, A-218, (269) 927-8866.

The College or its agents nor the Association, its agents or members shall discriminate against any employee or applicant for employment because of her/his membership or non-membership in the Association.

ARTICLE 26

UNIFORMS

The professional image of the College is of utmost importance and employees shall present themselves at all times in a clean and presentable manner. A uniform requirement for Association employees will be established in collaboration with the Association. The College will provide, at its expense, seven (7) shirts and two (2) hats with the College logo. Additionally, the College will provide each fiscal year up to a \$75 annual allowance for purchase of safety toe shoes or boots, reimbursable with receipt. The employee will be responsible for uniform cleaning and maintenance. Uniforms shall be worn in accordance with the established uniform procedure, except during involvement in such tasks that would destroy the uniform. College provided uniforms should not be worn when employee is off duty. When work assignment requires clothing other than a College provided uniform, the employee will follow the College's Dress Code policy.

Specific requirements include:

- A. The issued apparel shall be worn at all times while working; there is no 'casual day'.
- B. The issued apparel shirt, excluding custodial smock, shall be worn buttoned up (except collar button) and shall be worn tucked in at all times.
- C. The issued apparel, weather and task permitting, shall be worn as the outer most layer, not covered by a jacket, or other apparel.
- C. Only College logo hats shall be worn, bill forward.

Failure to comply with the requirements shall be grounds for disciplinary actions.

In addition, one set of coveralls or bibs/jacket shall be furnished, at College expense, to each employee, as job assignment requires. The employee is responsible for cleaning and maintaining, at her/his expense, the coveralls or bibs/jacket, and the employee shall turn in the coveralls before new ones are issued or upon termination of employment.

Upon the presentation of worn out or destroyed uniform, Facilities Management will arrange replacement, unless such uniform part was damaged due to negligence on the part of the employee. Uniforms damaged due to negligence by employee or lost by the employee will be replaced at the financial responsibility of the employee. Uniforms must be turned into the College at such time as their employment with the College ends.

ARTICLE 27

PHYSICAL EXAMINATION

After a new employee is hired, basic physical examinations may be required. MIOSHA required training is mandatory before assuming active duties, and shall be arranged and paid for by the College. Routine medical surveillance shall be available to the employee according to the MIOSHA Right-to-Know requirements of specific hazardous materials encountered by the employee as part of her/his position. The medical surveillance shall be paid by the College, and conducted on non-work time.

ARTICLE 29

GENERAL

The College agrees that it will allow the proper accredited representative of the Association access to its campus at any reasonable time for the purpose of policing the terms and conditions of this Agreement. The Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any unit employee whose pay is in dispute, or any other records of the College relevant to a specific, pending grievance.

Meetings off campus with Association representation will be on personal or vacation time or without pay.

Meetings at request of the Association will be held off the clock. If the College asks to meet with members, the College is responsible for wages.

Lake Michigan College will provide reasonable accommodations or take reasonable steps to comply with the American Disabilities Act.

ARTICLE 30

WAGES

A. Classifications

1. The College, in its discretion, may appoint a maximum of two (2) bargaining unit members to the position of Master Maintenance Technician. Appointment will be made solely on the basis of the employee's qualifications, training, and skills as determined by the College in its sole discretion. Should a Master Maintenance Technician leave the College's employment, the College may, but shall not be required, to fill the position.

The Master Maintenance Technician shall be required to provide On-Call coverage one – half of every month. In return, Master Maintenance Technician will receive a \$55 monthly stipend towards service for personal cell phone to use for On-Call Coverage. In addition the Master Maintenance Technician will receive a stipend of \$100 per month for those months providing On-Call Coverage.

In the event the College chooses not to appoint a second Master Maintenance Technician, the remaining half-month of On-Call coverage will be covered by the Facilities Administration Team.

2. Maintenance Technician, including specialists in boiler operations, mechanical and electrical maintenance and carpentry as needed. Shift assignments across specialties will be at the discretion of the College.
3. Mail Clerk/Warehouse.
4. Utility.
5. Maintenance Technician/Utility
6. Opening and/or closing may be done by all classifications.
7. Painting can be assigned to all classifications as part of their normal duties.
8. Should a part-time employee bid on and receive a full-time position in a lower classification, the full-time wage will be calculated on the starting wage for the full-time classification.

B. New employees must work a minimum of six months from date of hire to qualify for an annual wage increase, but in no case will be compensated below the base wage. New employees shall be paid the following hourly wages:

C. **Classification and Wage Scale**

The following are the starting hourly wages by job classification for the length of this contract:

Master Maintenance Technician (Max. of 2 in classification)	\$18.82
Maintenance Technician	\$17.57
Mail Clerk/Warehouse	\$17.24
Maintenance Technician/Utility	\$16.69
Utility	\$15.81

The 2019 Compensation Study results will be administered as follows:

1. Bargaining unit members with an hourly wage below one standard deviation of the median hourly wage identified in the Compensation Study will receive, effective July 1, 2019, up to a \$4,000 base wage adjustment to reach the one standard deviation below the median hourly wage.
2. Should the July 1, 2019 wage adjustment not reach one standard deviation below the median hourly wage, an additional base wage adjustment will be made in July 1, 2020 to bring the current employee’s hourly wage to one standard deviation below the median hourly wage.

All Facilities Management employees covered by this agreement shall receive base wage increases during the term of this contract according to the following schedule.

January 1, 2020 – December 31, 2021, Fiscal Year 2020	3.5%
January 1, 2021 – December 31, 2022, Fiscal Year 2021	3.5%
January 1, 2022 – December 31, 2023, Fiscal Year 2022	2.00%
January 1, 2023 – December 31, 2024, Fiscal Year 2023	0%
January 1, 2024 – June 30, 2024, Fiscal Year 2024	0%

New hires for all classifications will not be eligible for the January 1, 2020 increase.

D. **Lead Persons:** The College may from, time-to-time, make lead assignments as may be necessary on an as needed basis. Lead assignments will be at the discretion of the College.

Duties may include the coordination of work group activities, provision of on-the-job training, communicate the tasks to be completed, representation of Facilities Management in an emergency, recommendation of supply needs, oversight of safety and security, equipment maintenance, and preparation of written reports. Any lead assignment would include

continuation of current duties. Except for special projects and unscheduled absences, lead assignments shall be posted on the schedule.

Should a bargaining unit employee be assigned and accept the task of lead, they will receive \$1.00 per hour increase for hours worked as lead.

- E. **In-House Training:** Stipends earned prior to 6/20/2011 will be grandfathered for the life of this contract.

The College will develop a base training format for each classification including:

1. Mandatory safety/emergency training
2. Mandatory baseline facilities training (includes skills to be supported)
3. Mandatory developmental training (includes skills to be supported).
4. Familiarization training (includes skills to be supported).

Supervisor shall meet with each employee on an annual basis to develop, in consultation with the employee, an annual employee specific training plan, which the employee is expected to successfully complete. The training plan shall identify not only areas of training for the year, but also by what means the training will be accomplished. The College will consider an employee's plan including one LMC College for-credit class in the Fall Semester and one LMC College for-credit class in the Spring Semester, that may be taken during assigned work hours, if it meets the goals of the employee's developmental plan

Civilian Emergency Response Team (CERT) training/certification: Employee will participate and pass CERT training/certification and remain current on an annual basis. Training will cover, at a minimum, first aid, CPR, defibrillators, and College emergencies. Training will be paid for by the College and be scheduled during work hours if possible. Employees will be expected to respond to College emergencies. The College will provide employees with identification for their uniforms and a \$0.50 per hour stipend. This opportunity is available to all Facilities employees, both full and part-time.

- F. **Stipend Administration:** Any stipends will be added **after** any annual increase is applied to the base hourly wage.

ARTICLE 31

SEVERABILITY CLAUSE

If any provision of this agreement or any application of this agreement to any employee should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to rule or regulation of appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions shall continue in full force and effect.

ARTICLE 32

WAIVER

This contract supersedes all past practices, which are inconsistent with its terms and conditions.

ARTICLE 33

TERM

This Agreement shall remain in full force and effect from the 1st day of July, 2019 until the 30th day of June, 2024;

IN WITNESS WHEREOF, the duly authorized representatives of both parties have affixed their signatures at Benton Harbor, Michigan, this ____ day of ____, 2019.


LAKE MICHIGAN COLLEGE

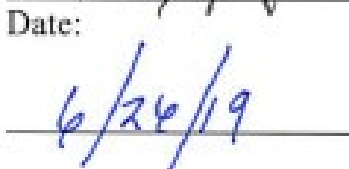
Name:

Date:



Name:

Date:


Facilities Workers Association/MEA/NEA

Name:

Date:

[Signature]

July 2019

Name:

Date:

William P. Hand MEA ESP Local
president

7-1-2019

**Appendix A – Grievance Form Lake Michigan College Facilities Workers
Union/MEA/NEA**

Record of Grievance

Date _____

Name _____ Address _____ Phone _____

Employed by _____ Supervisor _____ Length of Service ____

State Nature of Complaint (Give Dates) _____

List Specific Contract Provision(s): _____

Member's Signature _____

STEP 2

Remedy asked for: _____

Disposition of Case: _____

STEP 3

Remedy asked for: _____

Disposition of Case: _____

STEP 4

Remedy asked for: _____

Disposition of Case: _____

STEP 5

Remedy asked for: _____

Disposition of Case: _____

Business Representative _____