



**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, 2024 – December 31, 2026

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Purpose and Intent.....	3
2. Recognition .....	3
3. Rights of the College.....	4
4. Dues, Union Security and Work.....	4
5. Subcontracting.....	6
6. Grievance Procedure.....	7
7. Discharge or Suspension .....	9
8. Probation and Seniority .....	10
9. Layoff and Recall.....	11
10. Resignation or Transfer Outside of Bargaining Unit .....	11
11. Vacancies, Transfers and Promotions .....	12
12. Leaves of Absences .....	13
13. Modified Duty Program .....	17
14. Benefits – Full-Time & Part-Time Employees.....	18
15. Hours of Work.....	20
16. Overtime and Campus Closings Compensation .....	21
17. Tardiness and Absenteeism .....	23
18. Holidays, Paid Closures & Spring Break.....	25
19. Bulletin Board .....	26
20. Professional Development .....	26
21. Safety .....	27
22. Supervisor’s Work.....	27
23. No Strike.....	27
24. Non-Discrimination Clause.....	27
25. Uniforms.....	28
26. Physical Examination.....	29
27. Training.....	29
28. General.....	29
29. Job Classifications, Temporary Assignments & Stipends, Wage Scale, and Wage Increases .....	30
30. Severability Clause.....	33
31. Waiver.....	34
32. Term.....	34
33. Glossary.....	34
34. Appendix B – Grievance Form .....	36

## **AGREEMENT**

THIS AGREEMENT is entered into this first day of July 2024 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 I and II, 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 Article 15 for full-time facilities employees.

**Part-time employees** are those who are regularly scheduled on a recurring basis to work those hours defined in Article 15 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.

**Seasonal employees** are non-bargaining unit members who are employed to supplement the Facilities workforce to address increased seasonal work fluctuations.

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 will 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.

### **ARTICLE 4: DUES, ASSOCIATION SECURITY, AND ASSOCIATION WORK**

A. **Association Dues:** In conjunction with the College hiring process, newly hired bargaining unit employees will 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 will 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 will 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 will continue monthly until revoked in writing by the employee to the College, with a copy to the Association. The College will not be obligated to make deduction of the dues of any employee who revokes such authorization in writing at any time. The College will notify the Association of any revocations received with the next transmission of dues.

The Association will certify to the College the amount of dues and name and address of the Treasurer to whom payment will 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 will 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, will 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, will 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 will not be required as a condition of continued employment to become members of the Association.

- C. **Bargaining Unit Work:** Subject to the Subcontracting article of this Agreement, the College agrees to respect the jurisdiction of the Association, as set forth below, and will 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. Temporary Full-Time Assignment. When the College fills a temporary vacancy created by the absence of a regular full-time employee, it will give full-time bargaining unit members the first opportunity of a temporary full-time assignment. For each temporary full-time assignment, offers will be based on the 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 full-time bargaining unit member is qualified or accepts the temporary full-time assignment, it may be temporarily 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 their 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 so long as they occupy 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 their former assignment. If the absent employee's employment terminates as the expiration of their leave, the successful bidder will retain the full-time regular assignment.
  3. Each employee on a leave of absence will be notified prior to the end of ninety (90) days that their job will be posted for bidding if they are unable to resume active employment within ninety (90) days of the start 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 end 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 within seven (7) calendar days of hire.
  5. It is understood that day-to-day maintenance and repair of the facilities owned and operated on the College's campuses is bargaining unit work and may not be assigned to others, except as reflected in Article 5 Subcontracting. Work will include:
    - i. Mechanical and electrical maintenance and repair

- ii. Groundskeeping services
  - iii. Painting and light building repair (e.g., does not include code requirements, multiple trades)
  - iv. 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 Leadership.
  - v. Utility may assist Maintenance Technicians on related maintenance responsibilities such as changing of filters, cleaning hand equipment and other non-technical obligations, but will not perform such tasks without direct supervision of Maintenance Technicians or a member of the Facilities Management Leadership.
  - vi. Expected mail delivery by bargaining unit members will be to the Benton Harbor main academic building and the South Haven campus. Additional deliveries will be at the request of the Facilities Management Leadership.
  - vii. Load-in and load-out will remain non-exclusive jurisdiction.
6. The College may from time to time temporarily assign bargaining unit members to perform work at any College campus or building. Rentals, private residents, and off-College property or businesses are exempt from sole bargaining unit jurisdiction in this Agreement.
  7. A Maintenance Technician must be on duty when the College is open to the public and/or when there is a scheduled event.
  8. 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.
  9. A member of any of the Maintenance Technician classification(s) may be on-site or on-call for the Benton Harbor campus twenty-four (24) hrs per day up to seven (7) days per week.

**ARTICLE 5: SUBCONTRACTING, TEMPORARY EMPLOYEES & SEASONAL STAFFING**

- A. **Right to Contract/Assign Work.** The Association recognizes the College's right to contract or assign bargaining unit work to non-bargaining unit members.
- B. **Notice of Assignment Outside of the Bargaining Unit.** The College will provide no less than five (5) calendar days' notice to the Association President/Steward(s) or Designee prior to implementing its decision to contract, subcontract, or reassign normal or routine bargaining unit work outside of the bargaining unit. Such notice will not be required for renovation or construction projects or for work which requires permitting and state licensure or certificates (unless there are members of the bargaining unit possessing appropriate licensure or certification to perform the work available).

Prior notice is also not required in cases of emergencies or for time sensitive work that cannot be performed by bargaining unit members within time constraints. The Association President/Steward(s)

or Designee will be informed within a reasonable amount of time.

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

1. Where job descriptions or task lists are altered or amended to assign tasks performed by bargaining unit members to others on an ongoing or recurring basis, or
  2. On a non-recurring basis, where all full-time bargaining unit members on a particular shift are already scheduled for overtime during a particular shift, duties may be assigned to others outside the bargaining unit to temporarily supplement the workforce, or
  3. Where Academic Affairs is moving instructional/Academic equipment, or
  4. Where specialized skills are needed (e.g., athletic field care, sensitive equipment).
- C. 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 use of Youth Corps personnel and students is in connection with the education objectives of the College and is not precedent setting. The College will not use their services to replace bargaining unit employees. Further, students may not:
1. Operate major power equipment (excluding simple machinery such as push mowers, trimmer, or vacuums);
  2. Make electrical repairs (excluding changing light bulbs);
  3. Make HVAC repairs (excluding assisting under the direct supervision of a Maintenance Technician or a member of the Facilities Management Leadership); or
  4. 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.

**Temporary employees** will 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 (30) days. Temporary employees will not be used to reduce the amount of regularly scheduled work (excluding overtime) for bargaining unit members or in such a manner as to eliminate all overtime for bargaining unit members. 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 in Section 4.2.

**Seasonal employees** will not be employed to supplement bargaining unit members for more than 120 calendar days. Seasonal employees will not be used to reduce the amount of regularly scheduled work (excluding overtime) for bargaining unit members, or in such a manner as to eliminate all overtime for bargaining unit members.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

For the purpose of this Agreement, the term "grievance" will 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, they will discuss the grievance with their immediate supervisor, with or without a representative of the Association, with the object of resolving the matter informally. The supervisor will give an oral answer within five (5) working days.

**Step 2 - Executive Director (or Designee):** If the grievance is not settled in Step 1, it will be put in writing and signed by the grieving employee, and be delivered to the Executive Director, Facilities Management within five (5) business days after the Step 1 answer. The Executive Director and/or their designee will meet with the grievant(s) and Association representation within five (5) business days after receipt of the written appeal. Their disposition of the grievance will be furnished to the Association, the Association President and the grievant within five (5) business days after the meeting.

**Step 3 - Supervisor of Executive Director (or Designee):** If the grievance is not settled in Step 2, the Association may appeal the grievance in writing to the Supervisor of the Executive Director, Facilities Management within five (5) business days after receipt of the written answer to the grievance from the Executive Director, Facilities Management and/or their designee. The Supervisor of the Executive Director, Facilities Management and/or their designees will meet with the grievant(s), their chosen representatives from the Association and the President or designee within ten (10) business days after receipt of the written appeal to the Executive Director. Their disposition of the grievance will be furnished to the Association, the Association President or designee, and the grievant within five (5) business 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) business days, after receipt of the disposition under Step 3, unless both parties agree to an extension. If notice of mediation is given, the parties will 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 will be limited to 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. The mediator will 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)



business days, after receipt of the disposition under Step 3, unless both parties agree to an extension. 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 will, 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 will be considered withdrawn by the Association. The jurisdiction of the arbitrator will 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. They will have no power to change, modify, or alter the Agreement or any of its provisions. However, the arbitrator will not be limited in any remedy, which they may fashion for a violation of the Agreement. The decision of the arbitrator will be final and binding on both parties to the extent permitted by law.

The fees and expenses of the arbitrator will be shared equally between the College and the Association in case of a divided award. The Association will bear the costs of the arbitrator's fees and expenses if the grievance is denied, and the College will 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 process outlined in this article will be considered as dropping the grievance, and failure by the College to answer within the times specified will permit the employee to take the grievance to the next step of the said grievance process.

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 adjudication of such a grievance.

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

#### **ARTICLE 7:            DISCHARGE OR SUSPENSION**

- A. **Just Cause.** Discharge, discipline or suspension of non-probationary employees will be for just cause. Any grievance resulting in discharge arising out of this section will commence at Step 2 of the Grievance Procedure.
- B. **Suspension with Pay.** 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.
- C. **Failure to Report.** Any employee scheduled for a work shift and failing to report to duty for the entire work shift without notice prior 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 twelve (12) month period, the employee may be terminated.

- D. **Disciplinary Steps.** Discipline will be progressive when appropriate. The normal progression is Step 1: verbal warning, Step 2: written warning, Step 3: suspension (number of days to be determined by the College based on severity of the incident), and Step 4: discharge. The College may skip or repeat disciplinary steps depending on the severity of the incident.
- E. **Abandonment of Job.** An employee who has exhausted all paid leave, FMLA, and who is not granted an approved leave of absence will be considered to have abandoned the job and will be terminated.

## **ARTICLE 8: PROBATION & SENIORITY**

- A. **Probation:** New employees hired into the bargaining unit will be a probationary employee for the first one hundred and twenty (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 ninety (90) calendar days of employment, the College will evaluate the probationary employee's job performance. The award of regular status will be the sole responsibility of the College. When an employee successfully finishes the probationary period, they will be entered on the seniority list in the bargaining unit and will rank for seniority from the date of hire. If there is no break in employment from temporary to regular employee, then the College may waive 120 calendar day probationary period.
- B. **Seniority List:** Full-time employees will be maintained on a seniority list and part-time employees will be maintained on 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 the date of regular appointment is seniority date. In the event that two or more employees have identical seniority dates, the order of seniority will be determined by birth month and day, with the employee having the earlier month and day possessing the greatest seniority. A seniority list indicating the date of starting continuous employment for each employee covered by this Agreement will be furnished to the Association as soon as practicable after July 1 of each year by the College.
- C. **Loss of Seniority:** An employee will lose their seniority for the following reasons only, when:
1. They quit or retire. An employee who is absent from work for any reason for three (3) working days without notifying their immediate supervisor will be deemed to have voluntarily quit, unless the nature of the illness or accident prohibits such notice;
  2. They are discharged;
  3. They do not return from sick leave or leave of absence on the date they are due to return; or
  4. They have been on continuous layoff for a period of time equal to their seniority at the time of layoff, but not to exceed eighteen (18) months layoff for any employee. If an employee loses their seniority due to continuous lay off, they will 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 will be limited to only those vacancies which occur within the first six (6) months in which

seniority is broken under this paragraph. The College will notify such employee of the vacancy by certified mail sent to the employee's last known address.

5. An employee recalled with the eighteen (18) months layoff will retain their sick leave balance. After the period of time equal to their seniority at the time of layoff, but not to exceed eighteen (18) months, they have a six (6) 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 be paid for unused personal time. Personal time not used expires at the end of the 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" will mean a reduction in the workforce within the bargaining unit. If the College is to lay off such employees, the following order will be followed:

1. temporary employees
2. probationary employees, and
3. then other employees 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 workforce is increased after a layoff, employees will be recalled according to seniority in the classification according to Article 8 Seniority. Notice of recall will be sent to the employee at their last known address by registered or certified mail as well as by email and phone call, if the information is on file in Human Resources. If an employee fails to report for work within five (5) days of mailing of such notice, they will be considered as having 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 their right to bump possesses the qualification and training to perform the job assignment of the less senior employee without additional training or breaking-in period. The College will possess the sole discretion to determine if the laid-off employee possesses sufficient qualification or training to permit the exercise of this bumping right privilege, but the College will not exercise its discretion arbitrarily.

#### **ARTICLE 10: RESIGNATION OR TRANSFER OUTSIDE OF BARGAINING UNIT**

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

If an employee accepts a position with the College not in the bargaining unit, they 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 their former position. If the employee's former position has been eliminated, the employee may bump into any bargaining unit position for which they are qualified in accordance with seniority. The College will possess the sole discretion to determine if the employee has the required qualifications. They will retain their seniority prior to transfer but will not accumulate additional seniority while working in the position to which they 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**

A. **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 the Main Building and Mendel Center for a period of five (5) calendar days (excluding holidays, paid closures, and spring break). The posting will include the job specifications and a sign-up sheet. The Office Manager, Facilities Management will also e-mail the posting to all bargaining unit members. Non-probationary employees may bid on the job by signing the posting within the five (5) calendar days posting period.

To be eligible for consideration, the employee must be able to assume all duties and responsibilities of the position within fourteen (14) calendar days of the available date noted on the posting and it must be ninety (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 Association 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.

B. **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, will be given preference over other bidders from outside the classification. The most senior bidder within the classification will be awarded the job. Unit wide seniority will be the sole determining factor in awarding jobs for utility and mailroom/warehouse.

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

1. **Award:** The selection among employees who bid on jobs outside of their classification will be made on the basis of the job description, employee qualifications, and seniority. Employees who meet the job specifications will 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 Human Resources. If no employee passes the promotion 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 Leadership, 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 unit 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 unit 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 their current wage and that of the starting wage of the Maintenance Technician position. If the bargaining unit member does not successfully complete the apprenticeship program within five (5) years, they may be placed back in their former position or equivalent position if an opening exists. If no opening exists, it will be considered a voluntary resignation.

2. **Qualification Period:** Successful candidates will be granted a one hundred twenty (120) day trial period to determine their ability to satisfactorily perform the job or their 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 them 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, they will be placed back in their former position. If the employee is disqualified or voluntarily returns to their 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.

#### **D. Promotions Within Job Classification (Bidding Not Required)**

1. Applies to promotions within Maintenance Classifications (I to II, or II to Master)
2. Employees who have met the qualifications requirements as outlined in the **Promotional Qualifications for Each Classification** document may apply for promotion through Human Resources.

### **ARTICLE 12: LEAVES OF ABSENCE – FULL- AND PART-TIME EMPLOYEES**

- A. **Paid Leaves of Absences:** Employees will be allowed a leave of absence without loss of pay under the following terms and conditions:

1. **Illness:**

For full-time employees, a sick leave allowance of twelve (12) days will be granted each contract year, accrued at the rate of one (1) day per month of active employment. Unused days of sick leave will be accumulated up to a maximum of 960 hours.

For part-time employees, a sick leave allowance of 4 hours will be accrued per pay period. Unused sick leave will be accumulated to a maximum of 480 hours. Unused sick days may be equated and carried over to a full-time position.

Sick leave cannot be used until earned. Sick leave days without loss of pay may be taken by any employee only to the extent of their personal illness or critical illness in their immediate family. Immediate family of an employee will be defined as current spouse/partner, children, stepchildren, parents and/or parents-in-law. Sick leave will 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.

A written request for scheduled sick leave appointments must be given to the supervisor for approval at least 1 week in advance, except in the case of an emergency or at the Supervisor's discretion given a unique situation.

The College may, in its discretion, require an employee to submit competent medical verification after use of three (3) consecutive paid sick leave days. Additionally, the College may require the employee to submit to an independent medical examination by a doctor designated and paid for by the College prior to return to work.

Should the employee take sick leave and then later receive disability or worker's compensation for the same period of the illness or injury, they will 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 will result in loss of pay for day or days of absence. Falsification of paperwork or false use of paid sick leave will be grounds for termination.

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

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

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.

Where more than 1 day is allowed, days are not required to be consecutive but must be coordinated with the supervisor and accurately recorded.

Extenuating circumstances that would necessitate more than the days above 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:**

A written request for personal leave will be given to the immediate supervisor for approval at least 1 day in advance, except in the case of an emergency. A personal day will not be granted for the day before or after a holiday, paid closure, spring break, or scheduled vacation period. Personal days not used within the contract year will be forfeited.

Full-time employees will be allowed 3 days per contract year for personal business. A new employee who is hired prior to January 1st in a contract year will 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 1<sup>st</sup> in any contract year will be entitled to one (1) personal day upon successful completion of the probationary period set forth in Article 8.

Part-time employees will be granted 1 day per contract year for personal business. A new part-time employee who is hired prior to January 1st in a contract year will be entitled to 1 personal day upon successful completion of the probationary period set forth in Article 8. A new part-time employee who is hired on or after January 1st in a contract year will not be entitled to this benefit until the next contract year.

4. **Temporary Military Leave:** Leave will be granted to an employee called for temporary military duty according to State and Federal statutes. For full-time employees, where such leave is granted, the College will compensate the employee involved for the difference between their pay and their military base pay as computed on a daily basis.

5. **Jury Duty:** For full-time and part-time employees, a leave of absence will be granted to an employee called for jury service, provided that the College will only be obligated to pay an amount equal to the difference between the employee's wage as computed on a daily basis and the daily jury fee paid. The employee would not be required to work more than their regular scheduled shift hours. i.e jury duty and LMC hours.

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

1. **Personal Leave:** Bargaining unit members, if ineligible for any other leaves of absence, may be granted an unpaid personal leave of absence (“unpaid leave”) without pay under certain circumstances. A written request for unpaid leave must be given to the supervisor and to HR at least thirty (30) days before the planned start of the leave, or as soon as reasonably possible. If the leave is requested for medical reasons and the employee is not eligible for leave under FMLA, medical documentation must be submitted.

The request will be considered based on staffing needs, reason for the requested leave, and performance and attendance records. Normally, an approved unpaid leave can be granted for up to eight (8) weeks; an unpaid leave may be extended if the employee submits a written request for extension to their supervisor and HR and the request is granted.

For full-time employees, health insurance coverages will continue during an unpaid leave if the employee submits their share of the monthly premium payments to the College on time (subject to insurance plan contracts.) When an unpaid leave is over, the College will attempt to return the employee to their original job or similar, subject to normal business considerations; reinstatement to the same duties, however, it is not guaranteed. Failure to return to work beyond the unpaid leave approved by the College will be considered a voluntary resignation of employment.

Unpaid leave runs concurrently with College offered short-term disability leave of absence.

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 College’s FMLA policy and procedure. Workers’ 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:** For full-time employees, 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.
  - i. Short-term disability: Current plan design provides for payments for short term disability and beginning of the 29<sup>th</sup> calendar day and pays one hundred percent (100%) of base earnings through the ninetieth (90<sup>th</sup>) calendar 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 non-bargaining unit members.



- ii. Length of Leave: Employment may be terminated after one (1) year of long-term disability leave. However, if so terminated, the employee remains eligible to apply for future vacant positions when they recover from the disability.
- iii. Physician's Examination: The College may require examination by a doctor of its choosing, at its expense, for any bargaining unit member whom it believes may be able or unable to perform their duties due to illness, disability or incapacity. Refusal to submit to such examination will be grounds for termination.
- iv. Notice and Due Process: Before employment is terminated due to illness, incapacity, or disability, a written notice of intent to terminate will be delivered to the employee or to the guardian, spouse, or such other person as may be legally responsible for the employee. Upon receipt of such notice, the employee may request implementation provision for due process set forth in Article 6: Grievance Procedure. No termination will become effective until completion of due process.
- v. Extension: The College at its discretion may extend such leave where return to work appears imminent.

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

Following any period of Disability Leave as defined herein, the 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 will be additive towards the one (1) year limit and/or extension where applicable.

### **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 Article will 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 they will present the release in person to their supervisor, or an employee 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 Association Steward in reviewing cases for possible modified duty.

**ARTICLE 14: BENEFITS – FULL- AND PART-TIME EMPLOYEES**

- A. **Retirement:** The College will pay the employer’s contribution to the Michigan Public School Employees Retirement System (MPSERS) 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 MPSERS, the College will thereupon be obligated to pay on behalf of each employee an amount equal to the employer’s contribution for full-time employees not covered by this Agreement into available retirement plans, as is required by law.
- B. **Insurance Coverage:** Full-time employees will be offered insurance coverage the same as the College makes available to other full-time College employees. Each full-time employee covered by College insurance will contribute twenty percent (20%) of health insurance premiums or the amount required by law, matching other full-time College employee contributions (Ref. PA152 as amended).

The Association President or their representative will serve on the College’s Health Benefits Taskforce as one of the members appointed by the College President.

The College will pay an insurance opt-out stipend of at least \$2,400 (payable in twenty-six (26) equal installments) to each full-time employee who elects not to take College health insurance coverage. The full-time employee may still elect to receive long term disability, optional life insurance, vision and dental insurance benefits. The stipend amount will be paid through the regular payroll system or other College approved options.

For full time employees, optional insurance coverages, such as short-term disability, optional life, etc. may be made available at the employee’s expense; all premiums will be payable in advance.

The College’s contribution per full-time employee will cease at the end of the month that the employee’s employment ends.

For a bargaining unit member on an unpaid leave of absence, payment of insurance ceases at the beginning of the leave, other than a leave of absence under FMLA or where health insurance is available under a disability or other applicable program. To maintain coverage while on unpaid leave of absence bargaining unit members must arrange a schedule of insurance and other premium payments with Human Resources.

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

Full-time employees:

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

Full-time employees hired prior to 7/1/91 will be eligible for 200 hours of vacation after completion of their 20<sup>th</sup> year.

Part-time employees:

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

Paid vacation time will be accrued from the date of the employee's employment anniversary dated based on the schedules above.

Up to one (1) year of vacation time may be carried over for not more than one (1) additional fiscal year. Unused vacation time at the end of the fiscal year in excess of one (1) 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 are submitted at least two (2) weeks prior to the beginning of the requested vacation.

If an employee becomes ill during a vacation, that vacation may be rescheduled, and sick time may be substituted.

A scheduled vacation time may not be withdrawn by an employee if another employee has been scheduled to work their shift(s). If an employee is on a paid leave and works approved hours during that period, no extra pay will be received for paid leave during the period worked; in that case leave time will be returned to their leave balance.

If a requested vacation is not consistent with current staffing needs, the College may use shift changes to cover the vacations with two (2) weeks' notice or refuse the request.

Vacation requests for time off of a week or longer during April 1 to June 30 of each year must be

submitted prior to the College's Spring Break. As many vacations as possible will be approved for employees in each classification once minimum staffing levels are met. Vacation requests must be submitted in person to the supervisor and will be approved in the order in which the requests are received. When more than one (1) employee submits a written request for the same day(s) off at the same time, then seniority within the classification will prevail in approving the requests.

- D. **Retirement Plan:** The College will make available a retirement plan. The College will determine what plans are offered. Contributions, when made, will be transmitted according to the employee's pay schedule to the retirement plan in accordance with federal law.
- E. **Payroll Direct Deposit:** The College requires direct deposit of paychecks.
- F. **Mileage Reimbursement:** When it is necessary for an employee to travel on official College business, they will have use of the College car if available, or, if not available, will be reimbursed at the current IRS mileage reimbursement rate.
- G. **At-Will Employees:** There are no paid time off or health insurance benefits for such employees.
- H. **Tuition Waivers:** The College will provide tuition waivers for an employee, spouse, and IRS eligible dependents in accordance with this Agreement.

## **ARTICLE 15: HOURS OF WORK**

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

1. The regular workweek for full-time employees will 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, they will be notified two (2) weeks in advance. The days of work for employees may or may not be consecutive, at the option of the College, and the College may, on occasion, alter work schedules or shifts in order to meet the requirement of the College.
2. Employees will 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 workday is a thirty (30) minute paid lunch.

### **B. Part-time Employees (All Classifications):**

1. The regular work week for part-time employees will consist of 20-25 hours based on the needs of the College and 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 part-time employees may or may not be consecutive, at the option of the College, and the College 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 will 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 will receive two (2) fifteen (15) paid relief periods. In addition, part-time employees who are scheduled for eight (8) hours in a given workday will be

granted a thirty (30) minute 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, unless approved by their supervisor.
- C. **Call Back Compensation:** If an employee is called into work other than during regularly scheduled work ("call back"), they will be guaranteed at least 4 hours work or pay at the applicable rate. If there is less than 4 hours of work available, the employee may, at their option and with the approval of their 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 3 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" is defined as being more than one hundred twenty (120) days.
  - E. **Time Clock:** Bargaining unit members are required to use a time clock system. Bargaining unit members are not allowed to hand write their timecard unless the College has a software failure.
  - F. **Ratios:** The ratio of part-time Utility to full-time Utility employees will not exceed 4:2. The ratio of part-time Maintenance Technician employees to full-time Maintenance Technician employees will not exceed 2:5.
  - G. **Summer Hours:** Should the College provide Summer Hours (e.g., four (4) ten (10) hour workdays) for non-bargaining unit members, efforts will be made to accommodate those bargaining unit members wishing to participate at the discretion of the Facilities Management Leadership.
  - H. **Flexible Hours:** At the discretion of the supervisor, minor adjustments to shift times may be made to meet the mutual needs of the College and the employee. More significant schedule changes, as determined by the Executive Director, Facilities Management, may be made by the supervisor on a temporary basis to accommodate a temporary employee need or to respond to the needs of the College.
  - I. **Leaving Campus:** If a personal need necessitates leaving campus for any reason during a shift, outside of the 30-minute lunch, that time must be coordinated with the supervisor for approval and the Bargaining unit member will need to clock out and clock in upon return. Time is expected to be made up in coordination with the Supervisor or taken as paid time off, if approved.

#### **ARTICLE 16: OVERTIME AND CAMPUS CLOSINGS COMPENSATION**

- A. **Overtime:** Time and one-half (1.5x) will be paid to employees who work over 40 hours in a calendar week (Sunday through Saturday). Double time will 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).

- B. **Assigning Overtime:** Within each classification, overtime will 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. Supervisors may at their discretion assign overtime based on location or specialized skillset required to address a time sensitive repair/service or emergency. Overtime assignments will otherwise be made on the basis of the monthly overtime list. Overtime refused either through shift extension or call-out will be considered "RED-TIME" and recorded as time worked for the purposes of maintaining balanced overtime distribution.
- C. **Red-Time:** RED-TIME is defined as non-compensated time for which the ONLY purpose is maintaining balanced opportunity for overtime within classifications. The amount of RED-TIME charged to employees unwilling or unable to work overtime will be determined by the employee(s) who actually work the overtime. Employees unable to be reached by phone will be charged RED-TIME. Employees are responsible for providing their latest contact information. If overtime is refused by all employees within the appropriate a 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), will be posted monthly. Red-time will be reset at zero for all Bargaining unit members at the start of this contract.

Overtime will be planned as far in advance as possible.

In the event of an emergency or unavailability of facilities personnel within a 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 by 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 will be considered the same.

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

D. **Campus Closings:**

Bargaining unit members are considered Essential Workers and their work is required to be done in-person.

### Code 1 – Emergency Campus Closures

If the Benton Harbor campus is closed to the public due to an Emergency, the Bargaining unit members reporting to work in-person will be paid time and a half (1.5x) for hours worked during their shift if the shift occurs during the Emergency Campus Closure. An employee unable or unwilling to report to work when there is an Emergency Campus Closure must talk to a supervisor, and choose to use a vacation, personal, or unpaid leave day.

When there is an Emergency Campus Closure, the “Emergency Period” begins with the time of Emergency Campus Closure notification (message from the College’s critical alert notification system that the Benton Harbor campus is closing) and lasts until the College re-opens for scheduled activities or a 24-hour period, whichever is sooner. If the Emergency Campus Closure must be extended, it will be done in 8-hour periods and communicated by Supervisors.

### Code 2 – Do-Not-Report Closing

If the College President determines Essential Workers are not required to report for work in-person due to the emergency, all Bargaining unit members will be paid for their normally assigned shifts and may not be required to report to work for an initial period of up to two days (48-hours), after which the College President will re-evaluate work requirements. In the event that the College requires any on-site, in-person work during a “Do Not Report Closing” and the work can be coordinated in a safe manner, that work will be scheduled by Supervisors based on Red-Time or based on the skillset required to address the emergency at the discretion of the supervisor. Bargaining unit member reporting to do in-person work during these periods will be paid for both hours worked plus their normally assigned shift hours.

Additional pay received on Do-Not-Report Closing period, as outlined above, does not count as hours worked and will not be included in overtime or Red-Time calculation.

## **ARTICLE 17: TARDINESS AND ABSENTEEISM**

- A. **Absences:** Full and part-time bargaining unit employees are entitled to illness leave as defined in Article 12. Punctual and responsible attendance is an essential responsibility of every employee. Excessive unscheduled absence and tardiness places an undue burden on coworkers and jeopardizes effective department operations. Bargaining unit member work is considered essential to the College’s daily operations and that work must be conducted in-person and on-site.
1. **Excused absences** include:
    - i. Absences requested and approved in accordance with required notice period as described elsewhere in this contract including scheduled vacation, jury duty, personal days, unpaid leave of absence, family medical leave, bereavement, and any other type of approved leave.
    - ii. Sick time for medical appointments requested and pre-approved at least (1) one week in advance per Article 12.
    - iii. An unscheduled absence of (3) three or more days due to illness or injury with acceptable

documentation provided to Human Resources (approval of extensive medical absence will be subject to FMLA and/or ADA accommodation request process). This does not apply to absences of less than (3) three days.

- iv. Absences approved by the Executive Director of Human Resources based upon extenuating circumstances.

The employee must normally have sufficient accrued paid time off (vacation, personal or sick time) to cover any absence.

2. **Unexcused absences:** Are those which normally occur due to sudden illness or injury to an employee or their immediate family members, though other personal needs may necessitate an unscheduled absence. Unexcused absence for these types of events will only result in disciplinary action when the absence becomes excessive as defined below or exhibits a pattern which could indicate abuse of sick time.

Each single workday of absence without prior approval or covered under the excused absence definition above is considered an unexcused absence. Reporting late or leaving early by more than (1) one hour will be considered a half-day absence. Reporting late or leaving early by more than (4) four hours will be considered a full day of unexcused absence.

Disciplinary Action Steps for Excessive Unexcused Absences. Disciplinary action steps will be carried out for an excessive number or an identified pattern of unscheduled absences in the fiscal year as follows:

Number of unscheduled absence days or absence pattern disciplinary action steps are as follows:

- i. 10th Verbal warning
- ii. 11th Written reprimand
- iii. 12th 1 (one) day suspension without pay
- iv. 13th Discharge from employment with College

In all cases, an employee's number of absences will reset to zero on the first day of each fiscal year. If the Association and College agree, these disciplinary action steps can be suspended, if the employee presents evidence of a situation which would be better handled by other means. At the discretion of the College, a grace period may be provided by the College for the employee to present such evidence.

- B. **Tardiness** is being late beyond (6) six minutes of assigned shift. Pay will be deducted after (6) six minutes of tardiness in 15-minute intervals. Reporting late or leaving early by more than (1) one hour will be considered a half-day absence. Reporting late or leaving early by more than (4) four hours will be considered a full day of unexcused absence.

Disciplinary Action Steps for Tardiness. Disciplinary action steps will be carried out for an excessive number of incidents of tardiness:



- i. 10th Verbal warning
- ii. 11th Written reprimand
- iii. 12th 1(one) day suspension without pay
- iv. 13th Discharge from employment with College

If the Association and College agree, these disciplinary action steps can be suspended if the employee presents evidence of a situation which would be better handled by other means. At the discretion of the College, a grace period may be provided by the College for the employee to present such evidence.

C. **Failure to Report.** Refer to Article 7: Discharge or Suspension.

D. **Abandonment of Job.** Refer to Article 7: Discharge or Suspension.

E. **Medical Documentation.** The College reserves the right to require that an employee obtain medical verification. Human Resources should be informed of on-going or reoccurring medical appointments to determine whether FMLA leave is applicable.

**ARTICLE 18: HOLIDAYS, PAID CLOSURES & SPRING BREAK**

A. Paid Holidays are defined as beginning at 12am through 11:59pm on same day. The Paid Holidays are designated as:

- 1. New Year's Day
- 2. Memorial Day
- 3. Fourth of July
- 4. Labor Day
- 5. Day before Thanksgiving
- 6. Thanksgiving
- 7. Day after Thanksgiving
- 8. Christmas Day
- 9. & 10. & 11. Three (3) "Floating Holidays" – a Paid Holiday to be selected by the College

If the College's Paid Holiday schedule is altered, bargaining unit members schedules will conform to the College's new Paid Holidays schedule but will not include less than eleven (11) Paid Holidays.

College's closure schedule is determined on an annual basis and is subject to change.

At the discretion of the supervisor and based on reasonable, legitimate College needs, employees may be assigned to work on Paid Holidays or College closure/breaks (minimum of 4 hours), following Red-Time procedures.

An employee must work their last scheduled workday before and after any period of Paid Holidays or closure/break(s) unless sick leave is approved, or vacation is approved in advance.

Employees on a continuous paid leave of absence (see Article 12: Leaves of Absence – Full- and Part-time Employees) during a Paid Holiday or College closure/break(s) will not receive additional pay.

#### Full-time Employees

1. Full-time employees will be paid their current rate for the hours of their regular workday for the Paid Holidays and College closure/break(s).
2. Full-time employees working a Paid Holiday, as defined above, will be paid double their regular hourly rate for the hours worked in addition to their holiday pay.
3. Full-time employees working during a paid closure/break(s) will receive their current hourly rate for the hours worked.

#### Part-time Employees

1. If a Paid Holiday falls on a date that a part-time employee would have normally been scheduled to work, the part-time employee will receive their current rate for the hours of their regular workday.
2. Part-time employees working a Paid Holiday, will be paid double their regular hourly rate for those hours worked in addition to their holiday pay (if applicable).
3. Part-time employees working during a paid closure/break will receive their current hourly rate for the hours worked.

B. **Spring Break.** "Spring Break" is a one 1-week period designated by the College. During Spring Break, the Facilities Management will determine the number and type of Bargaining unit member required to work during the week, which will be paid as straight time, and all others will be provided a paid week off (equivalent to the regularly scheduled weekly hours for full-time or part-time employees). For both part- and full-time Bargaining unit members who work during the Spring Break week, a different continuous period of occurring before the last full week of April will be mutually agreed upon with the Supervisor as paid time off. Spring Break is not defined as a "holiday" and the additional paid time off is not considered "vacation" time, which is defined elsewhere in this Agreement.

#### **ARTICLE 19: 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:

1. recreational and social events,
2. elections,
3. results of elections: and
4. 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 20: PROFESSIONAL DEVELOPMENT**

A. **Seminars and Classes.** Employees who attend seminars or classes to improve their skills or performance may do so without loss of pay and the College will pay for the cost of such the seminar or

class, provided that the Supervisor has given prior written approval for the employee to enroll in or attend in advance.

Full-time employees may take up to (4) four contact hours of classes per week during the Fall, and Spring and Summer semesters during their regular schedule without loss of pay if the course is job-related or toward a job-related degree program and the Executive Director, Facilities Management or their designee approves. Supervisor may shift scheduled work hours based on College work needs to accommodate both the (4) four contact hours of classes per week noted above and any additional classes the employee has elected to take.

Full-time and part-time employees are eligible for a waiver of tuition charges per College policy.

- B. **Association Training and Conferences:** The College will provide Association members with up to (8) eight days (in total) at the beginning of every fiscal year that can be used by Association members to attend at Association training and conferences at the discretion of the Association President. The Association President must notify the Executive Director, Facilities Management and the employee's supervisor at least (2) two weeks before taking such leave.

**ARTICLE 21: SAFETY**

A Bargaining unit member will be appointed and or selected to each of the College's standing committees related to health and safety. These committees will meet at mutually agreeable times for the purpose of making recommendations to the College and employees regarding potential health and safety concerns.

**ARTICLE 22: SUPERVISOR'S WORK**

Supervisors cannot perform Bargaining unit member work, except:

1. Training employees, testing, problem solving, experimenting with new work procedures.
2. In immediate response to facility and/or equipment breakdowns, emergencies, time sensitive requests, or immediate safety concerns which a supervisor is trained and qualified to perform.

**ARTICLE 23: 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 a bargaining unit member will not engage in any such activity during the term of this Agreement and will be subject to discharge therefore without any recourse to the grievance procedure whatsoever, except to determine if the employee engaged in the activity for which they were discharged.

**ARTICLE 24: NON-DISCRIMINATION CLAUSE**

The 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 the College.

Any questions regarding rights under Title VI, Title IX, Americans with Disabilities Act (ADA), Sections 504 and 508 of the Rehabilitation Act of 1973, or the Michigan's Person with Disabilities Civil Rights Act, should be directed to Human Resources.

Neither the College nor its agents nor the Association nor its agents or members will discriminate against any employee or applicant for employment because of their membership or non-membership in the Association.

## **ARTICLE 25: UNIFORMS**

The professional image of the College is of utmost importance and employees will present themselves at all times in a clean and presentable manner. A uniform requirement for bargaining unit members 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 \$125 annual allowance for purchase of MIOSHA compliant safety toe shoes or boots, reimbursable with receipt. The employee will be responsible for uniform cleaning and maintenance. Uniforms will 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 the 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:

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

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

In addition, one (1) set of coveralls or bibs/jacket (or winter coat) will be furnished, at College expense, to each bargaining unit member, as job assignment requires. The employee is responsible for cleaning and maintaining, at their expense, the coveralls or bibs/jacket, and will turn in the coveralls before new ones are issued or upon termination of employment. The items of clothing issued by the College to the employees will be replaced if no longer viable, once turned in and approved by the supervisor.

Upon the presentation of worn out or destroyed uniform, the College will arrange replacement, unless such uniform 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 cost of the employee. Uniforms must be turned into the College when employment with the College ends.

## **ARTICLE 26:        PHYSICAL EXAMINATION**

After a new employee is hired, basic physical examinations may be required. Routine medical surveillance will be available to the employee according to the MIOSHA Right-to-Know requirements of specific hazardous materials encountered by the employee as part of their position. The medical surveillance will be paid by the College and conducted on non-work time.

## **ARTICLE 27:        TRAINING**

A. **MIOSHA required training** is mandatory before assuming active duties and will be arranged and paid for by the College.

B. **Base Training:** The College will develop a base training format for each classification including:

1. Mandatory safety/emergency training
2. Mandatory baseline facilities training
3. Mandatory developmental training
4. Familiarization training

Supervisor will meet with each employee on an annual basis to review the departmental training plan, which the employee is expected to successfully complete. The training plan will identify not only areas of training for the year, but also by what means the training will be accomplished. Specific employee training goals will be reviewed annually and may include recommendations for college credit class.

C. **Civilian Emergency Response Team (CERT) Training/Certification:** The Federal Emergency Management Agency (FEMA) program, called Community Emergency Response Team (CERT), offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during a disaster situation. Interested Employee may participate and pass CERT training/certification. Training will cover, at a minimum, first aid, CPR, defibrillators, and College and community emergencies. Training will be paid for by the College and be scheduled during work hours if possible. Certified employees will be expected to assist in College emergencies and may be called upon to respond to community emergencies (outside the governance of this Agreement). This opportunity is available to all Bargaining unit members, both full- and part-time if offered by County Emergency Management.

## **ARTICLE 28:        GENERAL**

A. **Association Access.** The College agrees that it will allow the properly accredited Association representatives access to its campuses at any reasonable time for the purpose of policing the terms and conditions of this Agreement. The Association will have the right to examine timesheets and other records related to the calculating compensation of any bargaining unit member whose pay is in dispute, or any other records of the College relevant to a specific, pending grievance.

B. **General Meetings.** Meetings at request of the Association and/or Association representation will be held "off the clock" (unpaid). Meetings at request of the College will be held "on the clock" (paid).

- C. **Grievance Meetings.** Meetings required by the Grievance Procedure after Step Two, regardless of the involvement of the Association, will be held off the clock.
- D. **Negotiation/Arbitration.** Whenever an Association member is scheduled by both parties to participate in negotiation or arbitration during scheduled work hours, the employee will be paid for that time. If those meeting times are outside or are planned to extend past scheduled work hours, the Association member scheduled work hours will be shifted to accommodate those meetings. Additional meetings held only by the Association will be off the clock.
- E. **American with Disabilities Act (ADA).** The College will provide reasonable accommodations to comply with the American with Disabilities Act (ADA).
- F. **Publish Rules, Policies, Procedures.** The College will publish or post Facilities Management Department rules and College policies and procedures, which it may from time-to-time revise.
- G. **Work Rules Administration.** The College will administer its work rules in a non-discriminatory manner.

**ARTICLE 29:            JOB CLASSIFICATIONS, TEMPORARY ASSIGNMENTS & STIPENDS, WAGE SCALE, AND WAGE INCREASES**

Hourly wages are based on job classification and not on part-time versus full-time status. Detailed job descriptions outlining job duties, accountabilities, and job specifications are managed by the College. Bargaining unit members work is considered essential to daily College operations and that work must be conducted in-person and on-site.

**A. Job Classifications**

1. Master Maintenance Technician

The College, at its discretion, may appoint bargaining unit members to the classification of Master Maintenance Technician. Appointment will be made solely on the basis of employee qualifications, training, and skills as determined by the College at its sole discretion. Should a Master Maintenance Technician leave College employment, the College may, but will not be required to, fill the position.

If a bargaining unit member is not appointed, the College may post externally based on the needs of the College. Specifically, journey person tradespeople may be hired in this classification, including, but not limited to electricians, HVAC&R mechanics, plumbers, carpenters, boiler operators, and locksmiths.

Shift assignments across specialties will be at the discretion of the College. This classification provides on-call after-hours coverage throughout the year on a rotating basis.

2. Maintenance Technician II

Based on years of experience and skillsets, as determined by the College, this classification

independently performs essential functions for operations and maintenance of building, mechanical, plumbing, electrical, and controls infrastructure at an advanced level. Shift assignments across specialties will be at the discretion of the College. This classification provides on-call after-hours coverage throughout the year on a rotating basis.

3. Maintenance Technician I

This classification performs entry-level work under close supervision, performing essential functions for operations and maintenance of building, mechanical, plumbing, electrical, and controls infrastructure. Shift assignments across specialties will be at the discretion of the College. This classification provides on-call after-hours coverage throughout the year on a rotating basis.

4. Mail Clerk/Warehouse

Based on years of experience and skillsets, as determined by the College, this classification independently performs essential functions for operation of the mailroom and College warehouse(s), if any.

5. Utility

This classification performs general building and grounds maintenance duties.

6. Maintenance Technician/Utility

This classification actively participating in apprenticeship program, offered at the discretion of the College.

**B. Temporary Assignments & Related Stipends:**

1. Lead: The College may from, time-to-time, make Lead assignments on an as-needed basis. Lead assignments will be at the discretion of the College. Duties include coordination of work group activities, provision of on-the-job training, communication of tasks to be completed, representation of Facilities Management in an emergency, recommendation of supply needs, oversight of safety, security, and equipment maintenance, and preparation of written reports. Any Lead assignment would include continuation of current duties. Lead assignments will normally be communicated in advance. Any classification working in this role will receive \$1.00 per hour stipend for hours worked as Lead.
2. Mailroom Support: Duties include entry-level work under close supervision, performing limited functions to support the mailroom receipt/delivery of packages and mail. Serves as a backup to the Mailroom Clerk/Warehouse classification to maintain limited open operations to the College. Any classification working in this role will receive \$0.50 per hour stipend for hours worked in the Mailroom.
3. Athletic Field Maintenance: Duties include activities required to maintain the outdoor athletic field surfaces and systems, excluding mowing of outfields or areas around the athletic fields.

Any classification doing this work will receive \$1.00 per hour stipend for hours worked maintaining the Athletic Field infrastructure.

4. Keying Management: Duties include management of the key room and making key assignments in coordination with the Facilities Engineer, acquiring door and lock related hardware, cutting keys, and responding to lockouts. Any classification doing this work will receive \$1.50 per hour stipend increase for hours worked to support College-wide key systems.
5. On-Call: Full-time Master Maintenance Technicians and full-time Maintenance Technicians I and II will provide on-call after-hours coverage for 2-week periods throughout the year, for which they will receive a stipend of \$50 for each 2-week period that on-call after-hours coverage is provided.
  - i. Two (2) week periods will begin/end Wednesdays at 5pm. On-Call coverage will be initially assigned as equitably as possible by the supervisor each fiscal year.
  - ii. For any period that cannot be covered by the original assignment, their coverage will be forfeited and offered to the classification based on Red-Time.
  - iii. For any call backs outside of scheduled hours, they will receive pay as outlined in Article 15, Call Back Compensation.
  - iv. If no Maintenance Technician of any classification volunteers for on-call after-hours coverage, then the supervisor will assign based on least seniority; non-responsiveness may have disciplinary consequences.
6. CERT stipends: CERT stipends awarded under previous union agreements will be added to the employee's base wage beginning July 1, 2024, and considered part of the employee's base wage going forward.
7. Personal cell phone stipend: A \$40 monthly personal cell phone stipend (equivalent to \$.23 per hour) for all classifications will be added to the employee's base wage beginning July 1, 2024, and considered part of the employee's base wage going forward.
8. Special Training Stipends. Stipends will be used for unique trainings or certifications that are directly impactful to the department and College, as approved by the Executive Director of Facilities Management and the College President. Future stipend opportunities will be addressed by a Letter of Agreement (LOA).

#### **C. Stipend Administration:**

Unless otherwise noted, stipends will be added after any wage increase is applied to the base hourly wage.

#### **D. Wage Scale**

Following are the starting hourly wages by job classification for the length of this Agreement:



Master Maintenance Technician	\$22.05
Maintenance Technician II	\$21.43
Maintenance Technician I	\$20.80
Mail Clerk/Warehouse	\$20.47
Maintenance Technician/Utility	\$19.92
Utility	\$19.05

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.

**E. Wage Increases**

Market Wage Adjustment

Employees covered by this Agreement will receive a market wage adjustment of \$3.00 per hour increase as of July 1, 2024.

Wage Increase – 2025, 2026, 2027

At January 1, 2025, and January 1, 2026 the employees covered by the Agreement will receive a base wage increase and/or stipend of the same percentage/amount as the across-the-board annual pay increase granted to employees not covered by a union agreement.

Wage Increase Eligibility

Employees must have worked for the College for at least six (6) months to qualify for a base wage increase, but in no case will be compensated below the base wage.

**F. Wage Increases – Promotion**

1. An employee promoted from Utility to Maintenance Technician/Utility or Mail Clerk/Warehouse will receive a \$1.00 increase to their base pay or an increase to their new position’s starting hourly wage, whichever is greater.
2. An employee promoted from Utility to Maintenance Tech I will receive an increase to their base pay of \$1.75 per hour or to the new position’s starting hourly wage, whichever is greater.
3. An employee promoted from Maintenance Technician I to Maintenance Technician II will receive a pay increase of \$1.50 to their base pay or an increase to the starting wage of their new position, whichever is greater.
4. An employee promoted from Maintenance Technician II to Master Maintenance Technician will receive a pay increase of \$2.50 to their base pay or the starting wage of their new position, whichever is greater.

**ARTICLE 30: 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 will be deemed invalid except to the extent permitted by law but all other provisions will continue in full force and effect.

**ARTICLE 31: WAIVER**

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

**ARTICLE 32: TERM**

This Agreement will remain in full force and effect from the 1st day of July 2024 until the 31st day of December 2026.

**ARTICLE 33: GLOSSARY**

**“Emergency”** is defined as work required to provide or restore adequate service to a facility, to eliminate hazards to life or health (safety), to protect valuable property from imminent damage, or to prevent the cancellation of classes or major events.

**“Time-sensitive”** means a situation for which the timing to complete the task is paramount, but the time available to follow normal procedures is insufficient.

**“Notice”** is written documentation to leadership of the Association, a Facilities Management supervisor or the Executive Director, Facilities Management.

**“Business Days”** are Monday-Friday and if the College is open

**“Calendar Days”** are any consecutive days, 7 days per week

**“Facilities Management Leadership”**. Or Facilities Management Administration will mean the non-bargaining, administrative and supervisory members of the Facilities Management department.

**“Facilities Management”**. “Facilities”, “Facilities Management Team”, “Facilities Team”, or simply “FM” will mean the entire department for Facilities Management.

**IN WITNESS WHEREOF**, the duly authorized representatives of both parties have affixed their signatures at Benton Harbor, Michigan this \_\_\_day of\_\_\_\_\_ 2024.

**LAKE MICHIGAN COLLEGE**

Name:

Date:

\_\_\_\_\_

\_\_\_\_\_

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**Facilities Workers Association/MEA/NEA**

Name:

Date:

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**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) \_\_\_\_\_

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List Specific Contract Provision(s): \_\_\_\_\_

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Member's Signature: \_\_\_\_\_

**STEP 2**

Remedy asked for: \_\_\_\_\_

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Disposition of Case: \_\_\_\_\_

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**STEP 3**

Remedy asked for: \_\_\_\_\_

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Disposition of Case: \_\_\_\_\_

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**STEP 4**

Remedy asked for: \_\_\_\_\_

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Disposition of Case: \_\_\_\_\_

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**STEP 5**

Remedy asked for: \_\_\_\_\_

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Disposition of Case: \_\_\_\_\_

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Business Representative: \_\_\_\_\_

Sam Vander Ven.

8/20/2024

**Facilities Workers Association/MEA/NEA**

Name:

[Signature]

Date:

08-24-2024

[Signature]

08/24/2024

Heidi H. Hopkins

8/24/24

appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision will be deemed invalid except to the extent permitted by law but all other provisions will continue in full force and effect.

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**"Facilities Management"**. "Facilities", "Facilities Management Team", "Facilities Team", or simply "FM" will mean the entire department for Facilities Management.

**IN WITNESS WHEREOF**, the duly authorized representatives of both parties have affixed their signatures at Benton Harbor, Michigan this 20 day of Aug 2024.

**LAKE MICHIGAN COLLEGE**

Name:

  
\_\_\_\_\_

Date:

8/22/24  
\_\_\_\_\_