

2020-2021

AGREEMENT

Between the

COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN

And the

MONROE COUNTY COMMUNITY COLLEGE MAINTENANCE ASSOCIATION,
MEA/NEA

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2020, is between the Community College District of Monroe County, Michigan located at Monroe, Michigan, party of the first part, and hereinafter termed the College, and the Monroe County Community College Maintenance Association, MEA/NEA, located at 3245 N. Adrian Highway, Suite 1, Adrian, Michigan 49221 here in after called the Union.

GENERAL STATEMENT

It shall be the endeavor of this College to secure the best available employees. There shall be no discrimination toward qualified candidates or employees because of gender, age, weight, height, marital status, race, color, religion, national origin, genetic information, sexual orientation, veteran status, disability, or gender identity/expression.

ARTICLE I

RECOGNITION

Section 1 - Under this contract the College recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the College for all regular full-time employees, but EXCLUDING supervisors as defined in the Michigan Public Employment Relations Act and all other College employees, temporary employees, and student help. The classifications covered by this agreement are described in Article X.

Section 2 - Upon written authorization to the Union Treasurer, by a bargaining unit member, the member will pay the appropriate amount of membership dues of the Association (including local, and the MEA/NEA) to the Union pursuant to the electronic dues (e-dues) policy. Such authorizations shall be voluntary since it is understood that the payment of dues to the MCCCMA is no way a condition of employment. Bargaining unit members choosing to join the Union will pay dues over ten (10) months (September through June) on or about the twenty-fifth (25) day of each month by one of the following:

1. Credit card (Visa, MasterCard, Discover, American Express)
2. Automatic electronic payment/deduction(ACH/EFT) from a savings or checking account
3. Online through the MEA members only website
4. Over the phone by contacting MEA membership
5. Check (on a monthly or quarterly basis)
6. One-time lump sum payment (pay-upfront) annually in September

Dues authorizations, once filed with the Union Treasurer, shall continue in effect from year to year unless revoked in writing pursuant to the manner authorized by MEA governance documents and the bargaining unit member's agreement.

Section 3 - The Union agrees to save the College, the Board of Trustees, its agents, servants, employees, officers, designees, President, and administrators harmless and indemnify, intervene and defend it from any claims or losses of any kind which may be suffered by the College because of the College's agreement as set forth in this Article or because of the College's compliance with this Article. As part of its hold harmless and indemnification agreement with the College the Union will be responsible for all legal fees. The College retains the right to choose its own attorney at College expense.

Section 4 - The employees shall be represented by a Union Representative, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the College in writing by the Union.

Section 5 - The College agrees that it will allow the proper accredited representative of the Local Union access to the premises during working hours for the purpose of policing the terms and conditions of this agreement, as long as he/she does not interfere with the regular operation of the College.

Section 6 - The College may allow the proper accredited Union representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records not of a confidential nature pertaining to a specific grievance.

Section 7 - The Union will be allowed to post notices of meetings and any other notices pertaining to their organization on College bulletin boards.

Section 8 - When the College hires a new employee, the Union Secretary shall be supplied the following information as soon as possible: name, address, date of hire, classification, initial job location, and initial shift assignment.

ARTICLE II

BOARD OF TRUSTEES RIGHTS

Section 1 - The Board of Trustees of the College, in its own behalf and on behalf of the electors of the College, hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and the responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.

- (a) To the executive management and administrative control of the College and its properties, facilities, and its employees;
- (b) To hire, pay, retain, layoff, promote, demote, transfer, supervise, assign, discipline, and dismiss its employees;
- (c) To determine the activities, programs and services including means and scheduling of providing such activities, programs and services;
- (d) To determine the hours of operation and the duties, responsibilities and assignments and scheduling of employees, and other contractual services, and the terms and conditions of employment;
- (e) The exercise of these rights, powers, authorities, duties, and responsibilities by the College and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this agreement. These rights are subject only to the clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2 - The Union recognizes the right of the College to subcontract any work. The College's right to

subcontract shall not result in the reduction of the present work force.

Section 3 - The College retains the sole right to discipline and discharge non-probationary employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement. Newly hired probationary employees are “at-will” and can be terminated at any time and for any reason. The decision of the College with respect to the termination of newly hired probationary employees will be final and binding.

ARTICLE III

NEW HIRES, PROMOTIONS, TRANSFERS, AND SENIORITY

Section 1 - Notice of all vacancies and newly created positions within the bargaining unit shall be posted on the employees' bulletin board within one (1) pay period from the date of the vacancy, or the creation of the new position, and the employees shall be given seven (7) calendar days' time in which to make application for the vacancy or new position. In the event that the College determines not to fill the vacancy the College shall furnish the Union Representative with such information in writing within one (1) pay period from the date of the vacancy. Newly created position or vacancies are to be posted in the following manner: the type of work, the classification, the tentative starting date and the rate of pay.

Section 2 - In all cases of vacancy, or new position, interested and qualified employees must make application to the College and be available within five working days after notification of the vacancy except employees on vacation who will be given adequate consideration on their return.

Section 3 - Seniority shall be defined as the length of service within the College as a member of the bargaining unit. (Bargaining unit is defined in the Recognition clause of the Agreement). New employees covered under this agreement shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment. When the employee completes the 180 calendar day probationary period, he/she shall be entered on the seniority list of the job classification and shall rank for seniority from the original date of hire (first day worked) as a regular full-time employee provided there is continuous employment. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Section 4 – The College shall post a list of the employees arranged in order of their seniority at the beginning of each fiscal year. This list shall be posted in the power house.

Section 5 - To exercise his/her seniority and displace a lesser seniority employee in a lower series classification, notification must be given to the College in writing within one calendar week of the notification of the lay-off. The senior employee must be qualified to hold the position held by the lesser seniority employee.

Section 6- Seniority shall be broken only by discharge, voluntary quit, or layoff of a period of more than one year. Seniority rights for employees within a given job classification shall prevail at all times except as limited herein.

Section 7 - In recalling employees to duty, employees shall be recalled according to seniority in classification. An employee previously laid off shall be given two-week notice of recall to work by certified mail to his/her last known address. In the event the employee fails to make himself/herself available for work on or before the end of said two weeks, he/she shall lose all seniority rights under this Agreement.

Section 8 - When current employees apply for a transfer to a vacant or newly created position to a different employee group, the senior employee will be given first consideration.

When a job assignment or shift change becomes available within a group and/or August of each year, an employee may request a change in assignment. The senior employee will be given first consideration. Failure to change the assignment within the same group is not grievable.

Section 9 - A transferred or promoted employee shall serve a probationary period of one hundred and eighty (180) calendar days at the rate of pay for the vacant or newly created position. During the one hundred and eighty (180) calendar days probationary period, the employee may request to be returned to the employee's former position, and the College shall honor such request, or in the event that the employee's work performance is unsatisfactory to the College, the College shall have the right to return the employee to the employee's former position at any time within the one hundred and eighty (180) calendar probationary period. In the event that the College returns the employee to the employee's former position, the College shall furnish the employee the written reason or reasons as to why the employee's work performance was not satisfactory. In the event that the College determines to return the employee to the employee's former position the employee shall not have the right to grieve such action taken by the College. During the time period that the employee is serving the one hundred and eighty (180) calendar days probationary period, the College may fill that employee's vacated position.

Section 10 - If an employee is permanently transferred to a lower classification he/she will receive the hourly rate called for in the classification.

A regular employee temporarily assigned to a position of a higher classification for a pay period shall receive the higher rate of pay retroactive to the start of his/her tenure in such higher classifications.

Any employee assigned temporarily from a higher classification to a lower classification shall retain his/her higher rate of pay during the temporary period.

Section 11 - In the case of an opening in a foreman's position, the College retains the right to select a foreman outside the bargaining unit. Such position may be filled from employees within the bargaining unit. If a bargaining unit employee, so chosen, fails to qualify for such foreman's position within 180 calendar days, he/she shall be returned to his/her prior status without loss of seniority. Anytime during the probationary period, the employee reserves the right to return to his/her former classification within the bargaining unit.

Section 12 - At least two weeks' notice in writing may be required of an employee who may wish to resign.

ARTICLE IV

DISMISSAL- SUSPENSION AND DISCIPLINARY ACTION PROCEDURE FOR OTHER THAN PROBATIONARY EMPLOYEES

Section 1 - The College supports the use of progressive discipline to address employee conduct issues such as poor work performance or misconduct and to encourage employees to be productive and meet the College's behavior standards and expectations.

Disciplinary action will normally follow the subsequent progression:

- Step 1. Oral warning (with written confirmation)
- Step 2. Written reprimand

Step 3. Suspension (with or without pay)

Step 4. Dismissal

Generally, steps are not repeated, however, some circumstances may compel the supervisor to consider such action. Based on the seriousness of the offense, disciplinary action may be non-progressive and result in immediate suspension or dismissal. Each situation will be dealt with on an individual basis.

Dismissal, suspension, and/or any other disciplinary action for employees other than probationary shall be for stated causes with the employee having the right to defend himself/herself against any and all charges. Written notification of dismissal suspension, or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Conviction or plea of no contest of any criminal act.
3. Disorderly or immoral conduct.
4. Incompetency or inefficiency.
5. Insubordination.
6. Bringing intoxicants or illicit drugs into or consuming same on College property or reporting for work under the influence of same in any degree whatsoever.
7. Neglect of duty.
8. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
9. Violation of any lawful regulation or order made by a supervisor.
10. Willful violation of any provision of this contract or Board approved College policy.
11. Deliberate falsification of records and reports.

Section 2 - Any employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay.

Section 3 - Any suspended employee shall leave the premise and shall remain away until such dismissal or suspension is lifted or cleared. If the College authorizes, the employee may return to campus for scheduled hearings regarding the employee's suspension or dismissal.

Section 4 - Any disciplinary action older than five (5) years shall be removed from a current employee's file if mutually agreed upon by the employee and the College.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 - General Provisions: All grievances arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs, or any cessation of work through the use of any method of lock-out or legal proceedings.

The failure of an administrator at any step to communicate his/her decision on the grievance to the aggrieved party within the prescribed time limits set forth in the grievance procedure shall require that the relief requested be granted.

The failure of the Union to appeal a decision to the next highest step within the time limits prescribed in the grievance procedure shall constitute a withdrawal and shall bar further action on that employee's grievance.

No grievance will be considered or discussed which is presented more than ten (10) calendar days after its occurrence. In the matter of an employee's wages or seniority the limitation is two (2) years.

In the presentation of a grievance, an employee may have with him/her a representative of the Union. Any grievance presented for consideration shall be presented in a signed statement.

Section 2 - An employee who believes he/she has reason to be aggrieved is strongly encouraged to talk informally with his/her immediate supervisor or appropriate administrator to the end that the matter can be resolved without using the grievance procedure. No written records of such conversations need be maintained. In all of the following steps the ten (10) calendar day reporting limitation is calculated from the first day following the date of grievance initiation, appeal, or decision.

Step 1. An employee who believes that he/she has a grievance is required to first submit his/her grievance to the immediate supervisor using the form in Appendix A. He/she must be given a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union can appeal to the next level within ten (10) calendar days from the date of receipt of the answer given by the immediate supervisor.

Step 2. If the grievance is not settled at the first step, then it may be appealed to the Director of Campus Planning and Facilities. The Union must be given a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union can appeal to the next level within ten (10) calendar days from the date of receipt of the answer given by the Director of Campus Planning and Facilities.

Step 3. If the grievance is not settled at Step 2 it can be appealed to the Vice President of Administration. The Union must be given a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union can appeal to the next level within ten (10) calendar days from the date of receipt of the answer given by the Vice President of Administration.

Step 4. If the grievance is not settled at Step 3 it can be appealed to the President within ten (10) calendar days who must give a decision within ten (10) calendar days. If the Union is not satisfied with the decision, the Union may refer the matter to arbitration by delivering written notice of this desire to the College President within ten (10) calendar days of receipt of his/her decision.

Step 5. The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of the Agreement. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the College.

- The result of the arbitrator's decision shall be implemented within fifteen (15) calendar days of receipt of the decision. Extension of this time limit may be mutually agreed upon.
- All arbitration costs shall be paid by the losing party.

ARTICLE VI

LEAVES OF ABSENCE

A. Sick Leave

Section 1 - Sick leave is accumulated on the basis of one (1) day per month of employment. There is no limit on the amount of sick leave days that can be accumulated; however, any employee is only allowed to use sick leave that will cover him/her through 90 calendar days, or until the employee is eligible to receive long term disability benefits, whichever comes first.

Days already accumulated by a full-time employee prior to the adoption of this contract shall remain in force.

Upon termination of employment the employee will not receive a lump sum payment of accumulated sick time.

Section 2 - If an employee reports off sick, the College may require the employee to provide, at the employee's expense, a statement from a physician verifying such illness. In some cases, a statement from a physician of the College's choosing may be required, and in such cases it will be at the College's expense.

Section 3 - An employee requesting sick leave must notify the home or the office of the Supervisor prior to starting time before compensation will be allowed except in cases of an emergency. An employee must report or make arrangements for each day of sick leave. The employee and the employee's immediate supervisor shall make arrangements as to the frequency of continued notification of the illness or disability.

Section 4 - In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance. The expense, if any, of receiving medical clearance is the responsibility of the employee.

Section 5 - An employee requesting sick leave of a non-emergency nature, must have prior approval of the immediate supervisor.

Section 6 - An employee who has exhausted all paid sick and emergency leave may be granted by the College an advance of not more than ten (10) days of paid sick and emergency leave. The College's decision shall not be grievable. Upon termination of employment any advanced sick leave paid and not earned will be refunded to the College by the employee.

B. Extended Medical Leave

Section 1 Requesting- If the employee expects to be absent for more than three consecutive work days as a result of an illness, injury, or disability (including pregnancy), he/she must submit a written request for medical leave to his/her supervisor as far in advance of the anticipated leave date as practicable. A leave of three consecutive work days may be counted as Family Medical Leave. (See Family Medical Leave for employee's own serious health condition.)

If the absence is due to pregnancy, this section only applies to the days that the employee's physician states that she is unable to work. For other time off during pregnancy, please refer to "Family Medical Leave."

If the absence is due to an emergency, the employee or member of the employee's immediate family must inform the supervisor as soon as practicable. This should be followed up with a written leave request, normally submitted within three days of the beginning of the leave. (See Family Leave for employee's own serious health condition.)

All extended medical leave requests must be accompanied by appropriate medical certification from the employee's physician indicating the condition necessitating the leave request and the projected date of return to work.

Section 2 During- If the leave request is granted, the employee may be required to submit to an examination at any time by a physician designated by the College.

Section 3 Returning- Before being permitted to return from an extended medical leave, the employee is required to present the College with a note from his/her physician indicating that the employee is capable of returning to work and performing the essential functions of the position, with or without reasonable accommodation. In the event that there is a question regarding the employee's capability of returning to work and performing the essential functions of that position, the College has the option of requesting an examination by a physician of the College's choosing, the finding of which shall be final.

C. Family Medical Leave

Monroe County Community College complies with the Family and Medical Leave Act. The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. The College posts the mandatory FMLA Notice, and upon hire, provides all new employees with notices required by the U.S. Department of Labor (DOL).

Section 1 - General Provisions Under this policy, Monroe County Community College will grant up to 12 weeks during a 12-month period to eligible employees, or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness. For purposes of determining when leave is available, the FMLA leave year is a rolling 12-month period measured backwards from the date that the leave is first used. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. All benefits that operate on an accrual basis (e.g., vacation and sick days) will cease to accrue during any period of the leave that is unpaid.

Section 2 - Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the college for 12 months or 52 weeks;
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence; and
- 3) The employee must work in a worksite where 50 or more employees are employed by the College within 75 miles of that office or worksite.

The 12 months of service need not be consecutive. Employment prior to a break in service of seven years or more will not counted, unless the break in service was caused by the employee's active duty

with the National Guard or reserve, or there was a written agreement that the college intended to rehire the employee after the break in service.

Section 3 - Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1) The birth of a child and/or in order to care for that child.

An employee may be granted a leave for childbirth and/or to care for a child in the first 12 months after childbirth. This leave must be taken as a continuous block of time. During this period, an employee may use sick days if available in his/her sick bank balance and as long as medical certification is provided. Any absence beyond the period stated by the physician is considered unpaid leave. To avoid an unpaid leave, the employee may provide written authorization to use accrued vacation time.

2) The placement of a child for adoption or foster care and to care for the newly placed child.

An employee may be granted a leave for the placement of a child with the employee for adoption or foster care within the first 12 months of placement. This leave must be taken as a continuous block of time. Sick leave is not available for this type of leave.

3) To care for a spouse, child or parent with a serious health condition, as defined under number (4).

An employee may elect to use five days a year from his/her sick bank to care for a spouse, child, or parent. When tracking one's use of these five days, only whole days need be counted not quarter days or half days (these are reported as regular sick time). In cases where additional absence is required, an employee may request use of vacation days, or he/she may request the approval of an unpaid leave of absence.

4) The serious health condition (as defined below) of the employee.

An employee may be granted FMLA leave for the employee's own serious health condition. The employee may use sick days in his/her sick bank balance if medical certification is provided. Any absence beyond the period stated by the physician is considered unpaid leave. The employee may use vacation time, if applicable, by giving written authorization to their supervisor. Sick leave will run concurrently with FMLA leave.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the College will designate all of the related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

A serious health condition covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the

onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

If the leave is for a planned medical treatment, the employee is expected to schedule the treatment so as to create a minimum disruption to the work schedule.

5) Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty in the National Guard and Reserves in support of a contingency operation may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on the timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period. Sick leave is not available for this type of leave.

6) Military caregiver leave to care for an ill or injured service member (also known as covered service member leave).

This leave may extend up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin of the covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

An employee may elect to use up to five days a year from their sick bank to care for a service member. When tracking one's use of these five days, only whole days need be counted not quarter days or half days (these are reported as regular sick time.) In cases where additional absence is required, the employee may request use of vacation days, if applicable, or the approval of an unpaid leave of absence.

Section 4 - Injured Service Member Family Medical Leave

During a single 12-month period, an eligible employee will be entitled to a combined total of 26-work weeks (130 work days) of leave for military service member family leave and all other kinds of family medical leave. This combined total during the single 12-month period when service member family leave is used will have no effect on the availability of family medical leave for any qualifying reason during any other 12-month period.

Each time an employee is absent because of a military service member family leave, that absence is counted against the employee's 26-weeks of family medical leave in a single 12-month period. The leave may be taken on an intermittent or reduced-schedule basis, but all 26 weeks must be used during a single 12-month period. One hour is the shortest period of time that is charged.

When the College employs both the husband and wife, they are entitled to a combined total of 26 weeks of leave during a single 12-month period for a military service member family leave or for a combination of service member family leave and all other kinds of family medical leave during a single 12-month period.

Section 5 - Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks. In addition, if it is medically necessary, an employee, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

An employee using this type of leave for planned medical treatment must make a reasonable effort to schedule treatment in a way that will not disrupt the College's operations.

The College may, when necessary, temporarily transfer an employee to an available alternative position for which the employee is qualified and which better accommodates the intermittent or the reduced work schedule. When this occurs, the position will be the same or one which is equivalent in terms of pay, benefits and working conditions.

Section 6 - Procedure for Requesting Medical Leave (College to determine if FMLA Leave)

All employees requesting medical leave must provide verbal or written notice of the need for the leave to the Director of Human Resources. An employee must provide sufficient information for the College to determine if the leave may qualify for the FMLA time off and the anticipated timing and duration of the leave. Within five business days after the employee has provided this notice, the Director of Human Resources will complete and provide the employee with the DOL Notice of Eligibility and Rights & Responsibilities. After an FMLA leave has been approved, an employee using FMLA time must specifically reference the qualifying reason or state FMLA time when requesting such time off.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day.

When the need for FMLA leave is not foreseeable, the employee must notify the College of the need for an unforeseeable leave as soon as practicable, which normally means the same business day that the employee learns of the need for the leave or the next day. In addition, the employee must follow their respective department/division normal call-in procedures to report an unforeseeable absence. Calling in sick without providing more information is not sufficient notice of a need for FMLA leave on an unforeseeable basis.

These procedures for requesting leaves apply to requests for military caregiver and qualifying exigency leaves as well.

Section 7 - Medical Certification

The College will require medical certification for an FMLA leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider. The employee must also provide a Leave of Absence Request Form. Both forms are available in the Human Resources Office.

The Director of Human Resources or designee may directly contact the employee's health care provider for verification or clarification purposes. The College will not use the employee's direct supervisor for this contact. Before the College makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the College will obtain the employee's permission for clarification of individually identifiable health information. If the employee does not provide appropriate authorization and does not otherwise clarify the certification, the College may deny the FMLA leave.

The College has the right to ask for a second opinion if it has reason to doubt the certification. The College will pay for the employee to get a certification from a second doctor, which the College will select. The College may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the College will require the opinion of a third doctor. The College and the employee will mutually select the third doctor, and the College will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Section 8 - Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate DOL Certification of Health Care Provider form and the College's Leave of Absence Request Form, the Director of Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice. The College must inform the employee if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Section 9 - Employee Status and Benefits During Leave

While an employee is on leave, the College will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. During an unpaid leave of absence due to illness or injury, the College will pay up to 12 months of insurance premiums for health, dental, vision, and life insurance if such coverage is not provided by any other benefit. If the employee pays a portion of the premium, he/she must continue to do so.

Section 10 - Medical Recertification

The College may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the College receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the College may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The College may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Section 11 - Intent to Return to Work from FMLA Leave

The College may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

The employee must provide fitness-for-duty certification upon return to work. The fitness for duty certification must contain an assessment of the employee's ability to perform the functions of the job. This requirement will be included in the employer's response to the FMLA request.

An employee who fails to timely return from an FMLA approved leave, without a College approved extension of the leave of absence, will be subject to termination.

Section 12 - Employee Status After Leave

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms.

Section 13 - Extension of FMLA Leave

The College will not permit an employee who has exhausted the maximum twelve-week FMLA leave period to extend the FMLA leave beyond the twelve week maximum. An employee who has exhausted the twelve weeks of FMLA leave may be eligible for an extension of the time off, which is not FMLA leave, under another College Leave policy.

Section 14 - Other Employment and Activities

An employee is not allowed to engage in any other employment during any type of FMLA absence except as approved by the College. Participation in non-work related activities inconsistent with the qualifying reason for the leave or conduct that abuses the granting of a FMLA leave of absence may result in loss of leave approval and may subject the employee to discipline and/or discharge.

Employees with questions about this FMLA policy or the College's sick leave policy for his/her employee group should consult with the College's Director of Human Resources.

D. Bereavement Leave

Section 1 - An employee may be absent due to the death of a member of his/her family and may

choose to deduct one of the following from his/her sick bank, vacation bank or elect to receive no pay.

Five (5) days for death of spouse, child, father, mother, brother, sister, stepfather, stepmother, stepbrother, stepsister, or stepchild.

Or

Three (3) days for death of a father-in-law, mother-in-law, brother-in-law or sister-in-law or grandparents.

If needed, other arrangements may be made with the employee's supervisor.

E. Jury Duty and Subpoenaed Service Leave

Section 1 - If an employee is called for jury duty or subpoenaed service for a court of law, he/she will receive his/her regular salary during this service less the amount received for this jury duty or subpoenaed service.

Section 2 - To qualify for such leave, the employee must submit to his/her supervisor a copy of the summons to serve as soon as it is received.

Section 3 - An employee called for jury duty or subpoenaed service and released will report for work for the remainder of his/her shift. Proof of service must be submitted to the employee's supervisor.

Section 4 - Variations to this language due to such things as night shift duty will be addressed on an individual basis between the employee and the College.

F. Military Leave of Absence

Section 1 - Any employee in the custodial and maintenance departments who is called upon to participate in military service of our country shall at the time such services have been honorably completed, be returned to his or her position, or comparable position, without loss of seniority (time in service to be counted as accumulated seniority). The employee must report for work within time specified by Federal Law after completing service.

G. Personal Leave of Absence

Section 1 - Leave of absence without pay may be granted by the College for reasonable causes. The maximum leave of absence shall not exceed one month. No leave shall be granted to accept other employment. All requests for leave of absence must be filed in triplicate with one copy to the Union, and one copy to the Union President. Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be sick leave without pay, and not on leave of absence without pay.

Section 2 - An employee who meets all of the requirements as hereinbefore specified may be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. A leave of absence may be granted at the discretion of the College for reasons other than those listed

above when they are deemed beneficial to the employee and the College.

H. Personal Business Days

Section 1 - Employees covered by the terms of this contract may use two (2) days per fiscal year (July 1 - June 30) of their accumulated sick leave, vacation bank or elect to receive no pay for non-profit personal business purposes with the prior approval of their supervisor. The employee must notify their supervisor five (5) calendar days in advance so that proper replacement can be arranged.

I. Union Business Leave

Section 1 - Members of the union elected to union positions or appointed by the union to perform work which takes them from their employment with the College shall, at their request, receive a temporary leave of absence without pay, up to a period not to exceed one year. Employees desiring leaves under this section shall notify the employer 30 days in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request of the leave. No more than one (1) employee shall be off on leave under this section at any time. Seniority shall accumulate during the leave.

J. General Provisions

Section 1- Insurance Coverage - Premium coverage on life insurance will be paid by the College for the first six (6) months of paid or unpaid leave. Premium coverage on dental, vision and health insurance will be paid by the College for the first eight (8) months of paid or unpaid leave. If leave is due to an occupational disability while performing work for the College then premium coverage on dental, vision, and health insurance will be paid by the College for the first 12 months of paid or unpaid leave. The employee will have the option of continuing coverage at the employee's expense as provided by C.O.B. R.A. provisions.

No employee shall collect Worker's Compensation benefits and College wages for the same period, the total of which will exceed his/her regular wages.

Section 2- Replacement- Any employee hired from outside the bargaining unit to replace an employee on any leave shall be considered as a temporary employee and shall not fall under the provisions of this contract.

ARTICLE VII

ACCIDENT REPORTS

Section 1 - The employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing.

Section 2 - All accidents shall be reported to the immediate supervisor as soon as possible and an official accident report form shall be filed in the Office of the Vice President of Administration.

ARTICLE VIII

GENERAL

Section 1 - Equipment - The College shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness as the law requires and the College directs. Keeping the tools in safe repair is the responsibility of the employees.

Section 2 - Safety - In the interest of safety, no employee shall be ordered or forced to use known defective equipment of any nature in the line of duty that could result in the employee's personal injury or the injury of any other person. All safety hazards shall be reported to the employee's immediate supervisor.

Section 3 - Physical Exam - A current physical examination is required of all newly employed personnel from a physician designated by the College. The expense of this examination is borne by the College. The report of physical examination must be returned to the Human Resources Office before employment begins. A statement from the College designated physician regarding the condition of an employee's health may be required whenever such is deemed necessary by the Vice President of Administration. The cost of such examination shall be at the College expense.

Section 4 - Supervisor/Project Leader - Each bargaining unit member shall have one immediate supervisor. Project leaders may be designated by the College from within the bargaining unit.

Section 5 - Use of College Resources - The College does not permit the use of College resources for personal use, except with written permission of the Supervisor.

Section 6 - College Stationery - The College does not permit the use of College stationary for personal correspondence. It restricts the use of postage for professional and College use.

Section 7 - Uniforms - The College will allocate funding up to \$255 and order at least three (3) uniforms per year per employee on or about October 1. The remaining balance may be used to order additional uniforms or approved outer-wear items. Employees are required to wear uniforms at all time while on duty, and uniforms are not to be worn while off duty. If a work assignment damages or destroys a uniform, the College may replace the uniform. The College may provide coveralls for some work assignments.

ARTICLE IX
COMPENSATION

Section I — Rate - The hourly rates will be as follows:

	<u>7-1-20</u>
Group I – General Maintenance Worker (Probationary Period)	\$15.95
Group I General Maintenance Worker	\$19.80
Group II Maintenance Trainee	\$21.84
Group III Power Systems Operator	\$24.06
Group IV Maintenance Chief	\$26.75

Section 2 - Work Week - The regularly scheduled work week shall consist of forty (40) hours during a period beginning at 12:01 a.m. Sunday and ending 168 hours thereafter. Employee must follow his/her work schedule unless change is approved by Supervisor.

If a Group I employee is scheduled to work other than five (5) consecutive work days in a seven day period, he/she will receive \$1.00 an hour in addition to his/her regular hourly rate for the one, or two, days not in the five (5) day sequence. Shift changes are excluded from this provision.

Section 3 – Paid-for-Time

a. General

All employees shall be paid for all time spent in the service of the College. Time will be figured from the time an employee is required to begin his/her work until he/she is released from duty. Approved time will be paid on the basis of the nearest one-quarter hour.

b. To Attend Training Seminar

Any employee required to attend any training seminar at times outside his/her regular working hours shall receive compensation only for the hours spent in the training seminar

c. To Attend Personnel Meeting

Any employee required by the Director of Campus Planning and Facilities or the Vice President of Administration to attend a personnel meeting outside of their scheduled working hours shall receive compensation for only the hours spent at such meeting.

d. Call-Back Time

Any employee called back to perform maintenance work after the completion of his/her regular working hours shall receive a minimum of three (3) hours compensation at the employee's regular rate. Only hours actually worked will be included for the computation of overtime. Call-back pay is for time not contiguous to the employee's regular schedule hours for that day.

Section 4 - Emergency Release Time - Any employee reporting for work on his/her regular scheduled time who is sent home by his/her supervisor through no fault of the employee shall be paid for all time worked. If the employee works less than four (4) hours he/she shall receive four (4) hours pay at the employee's regular rate of pay. Only hours actually worked will be included for the computation of overtime.

Section 5 - Lunch Period - Personnel schedules will allow for lunch breaks of 1/2 hour. This is unpaid time unless the employee is considered on call during the lunch break.

Section 6 - Break Period - Employees covered by this Agreement are entitled to a 15-minute break period for each four (4) hours of work. The break period should be taken near the middle of each four-hour work period; and, personnel may be required to remain on the site to which they are assigned.

Section 7 - Overtime Pay - The College may schedule overtime, but no employee is to work overtime unless the employee has prior approval from his/her supervisor. If requested to work overtime, an employee will be expected to do so unless excused for cause acceptable by the College.

Overtime pay shall be based on one and one-half (1/2) times the employee's regular rate and will be earned after employee works additional hours above his/her normal eight (8) hour work day. If an employee's normal shift is a ten hour work day then overtime will be earned for any additional hours worked above his/her normal ten (10) hour work day.

For the computation of weekly overtime, a holiday, a scheduled paid vacation day, or a vacation day will count as an eight hour work day for a scheduled work day not worked.

For Group I employees, the College shall post a monthly event overtime schedule approximately one month in advance. The schedule will not be posted until all of the events during the current month are filled. Overtime will be offered to each Group I employee based on the Seniority List (see Appendix B) with consideration being given to the next senior employee who last worked overtime for such an event.

If after the above process, an event is not chosen to be worked by any employee, the event shall be offered one additional time to employees based on seniority. The employee who chooses to work the event shall be given first consideration to work an event the following month.

If an event has not yet been chosen, the College reserves the right to assign. The event will be assigned to the next least senior employee who was last assigned for such an event. This process is in effect for the duration of the contract.

An employee who is unable to work at an event that they chose to work must find a replacement.

Section 8 - Severe Weather and Emergency Closing's

a. Reporting Procedures

When the College is officially closed , due to severe weather or other emergencies, all personnel are to report to their assigned shift or notify the Director of Campus Planning and Facilities or his/her designee of their inability to report.

b. Emergency Overtime

During severe weather closings, the operators on duty shall be on 24 hour call. If not relieved, he/she shall be paid time and a half for each hour over his/her assigned shift. The senior or licensed operator shall be responsible for all equipment. In addition he/she will assign the additional operator(s) as to the needs of the operation. Any shift splitting or major repair shall be reported to the Director of Campus Planning and Facilities or his/her designee as soon as possible.

- c. When the College is officially closed or due to severe weather or other emergencies, the College reserves the right to assign shift time up to two (2) hours before and/or after the original shift.

Section 9 - Pay Days - Pay days shall be every other week during the fiscal year, July 1 through June 30. All time to be recorded on the electronic time entry system, signed, by Employees and approved by the Supervisor. Pay to be based on the actual hours worked and to be forwarded to the Payroll Office by the assigned cut-off date.

ARTICLE X

Job

Description

GROUP 1

General Maintenance Worker

Narrative Description:

Under the direction of the Director of Campus Planning and Facilities or his/her designee, this employee performs custodial work, grounds care, and snow removal.

Requirements:

Qualifications include a high school diploma or GED; general mechanical ability; ability to follow orders either orally or written; ability to work well with others; good physical condition to perform custodial duties and tasks that require stooping, bending, lifting (at least 65 lbs.), and climbing ladders; possession of a valid vehicle operator's license; ability to operate snow removal equipment; and ability to perform grounds care work as assigned.

Essential Responsibilities:

Persons in this classification will be assigned duties to include:

1. Custodial duties e.g. general cleaning of offices, corridors, washrooms, and storage areas.
2. Vacuuming, dusting, polishing and waxing furniture, fixtures and floors.
3. Window washing.
4. Floor care - such as stripping, waxing, and buffing.
5. Special set-ups as required, to include rearranging furniture, and general clean-up after events.
6. Painting, to include preparation and clean-up.
7. Building security, e.g. locks doors, reports fires, flooding, etc.
8. Loading and unloading vehicles (at least 65 lbs.).
9. Grounds care, snow removal, e.g. trims, plants, transplants and cares for trees, flowers, shrubs, and lawns.
10. Operates and maintains grounds equipment and College vehicles.
11. Maintains roadway, parking lots, and playing fields.
12. Minor repair of cleaning equipment.
13. Minor carpet repairs.
14. Minor repairs of fixtures and building equipment as they relate to the assignment.
15. Digs ditches and/or trenches when required for construction or site development.
16. Other duties as assigned.

ARTICLE X (continued)
Job Description (continued)

GROUP II

Maintenance-Trainee

Narrative Description:

Under the direction of the Director of Campus Planning and Facilities or his/her designee, the Maintenance-Trainee is responsible for the repair and upkeep of the College physical plant. The employee performs a variety of electrical, mechanical, structural and plumbing assignments. The employee performs related maintenance duties as assigned.

Requirements:

Qualifications include a high school diploma or GED. The position requires a higher level of skills and knowledge than is required of Group I and is designed as a training position to allow the employee to compete for advancement upon completion of the program. In operation and maintenance of the HVAC system, an appropriate certification, licensure or its equivalent, as deemed by the College in consultation with MCCCMA, must be acquired within three years of the initial classification. Requirements also include demonstrated mechanical knowledge, abilities and skills necessary to perform the essential responsibilities as listed below; the ability to follow orders orally and written; and ability to work well with others; good physical condition to perform maintenance and boiler HVAC operations duties and tasks that require stooping, bending, lifting (at least 65 lbs.), and climbing ladders.

Position Responsibilities:

Persons in this classification will be assigned duties to include:

1. Maintenance of heating and ventilating equipment.
2. Lubrication of all mechanical equipment.
3. Effective and safe boiler operation upon completion of training.
4. Daily inspection of all safety devices, firing equipment and water properties.
5. General repair to plumbing, electrical, glass and hardware.
6. Maintain compliance with fire regulations.
7. Fire extinguisher inspection and maintenance.
8. Weld or braze when required as incidental to repair work.
9. Perform related maintenance and repair duties as assigned.
10. Participate as assigned in in-house on-the-job training and classroom training.
11. Boiler shift watches as assigned.
12. General carpentry projects.
13. Operate hand and power tools.
14. Preventative maintenance of all equipment as assigned.
15. Other duties as assigned.

ARTICLE X (continued)
Job Description (continued)
GROUP III

Power Systems Operator

Narrative Description:

Under the direction of the Director of Campus Planning and Facilities or his/her designee, the Power Systems Operator operates and maintains the heating, ventilating, air-conditioning, water supply, plumbing, and electrical system for a college campus. Persons in this Group are eligible to compete for Group IV.

Requirements:

Qualifications include a high school diploma or GED; successful completion of the training program under Group II; knowledge of boilers mechanical equipment to include heating, cooling, and ventilation systems; must be in good physical condition to perform maintenance and boiler operations duties and tasks that require stooping, bending, lifting (at least 65 lbs.), and climbing ladders; ability to follow orders orally and written; and the ability to work well with others. In operation and maintenance of the HVAC system, an appropriate certification, licensure or its equivalent, as deemed by the College in consultation with MCCCMA, is required. Requirements also include demonstrated mechanical knowledge, abilities, and skills necessary to perform the essential responsibilities as listed below.

Position Responsibilities:

Persons in this classification will be assigned additional duties to include:

1. Inspects, operates, and maintains boilers and air-conditioning systems.
2. Analyzes, operates and maintains water-conditioning systems.
3. Inspects, operates and maintains transfer and heat exchange systems.
4. Operates and maintains water supply systems, storm and sanitary drain systems.
5. Operates and maintains electrical systems.
6. Training assignments as required.
7. Must be able to perform all duties of lower Groups.
8. Maintains records on all equipment, inspections, repairs, parts, usage and maintenance performed.
9. Assists in training of Group II Trainee.
10. Other duties as assigned.

ARTICLE X (continued)
Job Description (continued)
GROUP IV

Maintenance Chief

Narrative Description:

Under the direction of the Director of Campus Planning and Facilities or his/her designee, the Maintenance Chief performs all necessary maintenance of College facilities. These duties include all trades. On occasion this person directs the work and insures the safety of assigned workers.

Requirements:

Qualifications include high school diploma or GED; all requirements for Group II and Group III positions, including, but not limited to successfully completion of the College's Group II training program; good physical condition to perform maintenance and boiler operations duties and tasks that require stooping, bending, lifting (at least 65 lbs.); climbing ladders; and the ability to work well with others. In operation and maintenance of the HVAC system, an appropriate certification, licensure, or its equivalent, as deemed by the College in consultation with MCCCMA, is required. Requirements also include three years of documented experience in working on boilers, heating, cooling, and ventilation to perform the essential responsibilities as listed below.

Position Responsibilities:

Persons in this classification will be assigned duties to include:

1. Meets all the requirements of Groups I through III.
2. Installation of wiring, conduit, and lighting fixtures.
3. Installation and maintenance of electric motors and all other machines.
4. Service and maintenance of electrical components.
5. Balancing circuits and their repair.
6. Cuts, fits, and assembles piping for transmission of gases and fluids according to blueprints or approved lay-out.
7. Estimates materials for assigned projects.
8. Assists Director of Campus Planning and Facilities or his/her designee in the layout and scheduling of the work.
9. Major renovations.
10. Completes finish concrete projects.
11. Other duties as assigned.

ARTICLE XI

BENEFITS

Section 1 - Insurance Coverage

The College will pay the premiums on the following insurance programs for employees covered under this contract:

- a. Health - Effective July 1, 2020 through June 30, 2021, the College will pay coverage subject to the deductions and limitations of the plan(s) in effect for the employee and his/her immediate family for health benefits and in keeping with applicable federal and state laws.
- b. Life - The College will provide for \$30,000 of life insurance and accidental death and dismemberment insurance.
- c. Dental Care - The College will pay coverage for the employee and his/her immediate family for inspection, cleaning, repair, periodontics, and orthodontic services.
- d. Long-term Disability - The College will pay for coverage which provides for disability income. Compensation under this policy normally begins ninety (90) days after the disability occurs.
- e. Vision Care - The College will provide for vision care insurance for the employee and his/her family.

No employee shall be covered under more than one health, dental care, and/or vision care plan on which the premium is paid by the College.

A more detailed description of all the above insurance coverages is provided in plan booklets provided by the insurance carrier and distributed by the College to the employees. In the event of any contradiction between the coverage in this bargaining agreement and the insurance contracts for the coverages listed above, the insurance contracts shall govern.

Section 2 - Other

- a. Regular full-time maintenance employees and their families (spouse and dependent children as defined by the Internal Revenue Service) may attend credit courses at the College, which are offered at hours outside their normal working hours, without payment of tuition or fees that pay for use of College-owned materials. Costs for books or manuals, or special fees required for such credit classes will be the responsibility of the enrollee.
- b. The College agrees to pay the full tuition and authorized expenses for any employee who is directed to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activity which is of

- such a nature specifically designed to provide related on-the-job improvement.
- c. In the event a certificate or license is required by the College for employees to perform their job assignments, the College shall reimburse the employee for the cost of such certificate or license.

ARTICLE XII

HOLIDAYS AND SCHEDULED PAID VACATION DAYS

Section 1 - Paid Holidays

- a. Holiday dates are listed in Appendix C.
- b. For each of the above holidays, an employee will receive eight (8) hours pay at the employee's regular hourly rate.
- c. An employee must work a minimum of one (1) month to qualify for holiday pay.
- d. In order to qualify for eight (8) hours of straight time pay or a holiday not worked, it is provided that the regular employee must work the regular scheduled work day which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to. The above criterion shall be enforced regardless of when an employee retires.
- e. In the instance where the employee works on the holiday, the employee shall receive time and one-half (1 ½) plus the holiday pay for eight (8) hours, only when the majority of hours actually worked by the employee fall within the holiday period.
- f. Easter Sunday will also be considered a paid holiday for any employee scheduled to work the majority of his/her hours that day.

Section 2 - Scheduled Paid Vacation Days

- a. Dates for scheduled paid vacation days are listed in Appendix C.
- b. If an employee works on any of these scheduled paid vacation days, the College will assign another vacation day or, at the employee's option, pay the employee eight hours straight time for the scheduled paid vacation day.

Section 3 - Occurring During Vacation

In the event a paid holiday or a scheduled paid vacation day falls within the employee's vacation period, the holiday or scheduled paid vacation day will not be charged against the employee's vacation bank.

ARTICLE XIII

VACATION

Employees will accrue vacation time at the rate of ten (10) days per year beginning with the first day of regular duty. After five (5) years, they shall accrue vacation time at the rate of fifteen (15) days per year. After fifteen (15) years, they shall accrue vacation time at the rate of twenty (20) days per year. Vacation time will be taken at the convenience of the employee and the College but must be taken within fourteen (14) months following the end of the fiscal year August 30) of which it was earned. Exceptions may be approved by the Vice President of Administration.

Vacation time will not be used to supplement regular work hours on the employee's last day of employment. Upon termination of employment the employee shall receive a lump sum payment of accumulated vacation time.

ARTICLE XIV

CONFORMITY TO LAW

- I. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall void and render inoperative such provisions but shall not affect the remaining portions of this Agreement.
2. Upon mutual agreement of the College and the Union a meeting may be called to discuss the effects of the above paragraph.
3. No agreement or modification of any of the terms, conditions or covenants contained herein shall be made by an employee, or group of employees covered by the terms of this Agreement with the College, unless executed in writing between the parties.
4. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE XV

TERMINATION OF AGREEMENT

Section I - This agreement shall be in full force and in effect from July 1, 2020 to and including June 30, 2021, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least three (3) months prior to date of expiration.

It is further provided that if no such cancellation or termination notice is given and the parties desire to continue said Agreement, either party may service upon the other a notice at least three (3) months prior to June 30, 2021 and June 30 of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 2 - It is understood and agreed between the parties that upon receiving proper cancellation notice or amendment notices to this Agreement the parties agree to start negotiations at least ten (10) weeks before the expiration or amendment date of this Agreement.

Section 3 - Notice of termination or desire to amend shall be in writing and shall be sufficient if sent by Certified Mail with Return Receipt Requested to the recognized mailing address of the other party. In the event that such notice is sent to the Union, the address is Michigan Education Association, 3245 N. Adrian Highway, Suite 1, Adrian, Michigan 49221, and if to the College, Monroe County Community College, 1555 South Raisinville Road, Monroe, Michigan 48161, or to any other address the parties may make available to each other.

COMMUNITY COLLEGE DISTRICT
OF MONROE COUNTY MICHIGAN

MICHIGAN EDUCATION
ASSOCIATION MEA/NEA

Suzanne Wetzel, Vice President of
Administration

Thomas Kleman, Vice President

Dr. Kojo Quartey, President

Jeffrey Harbaugh, President

APPENDIX A
MONROE COUNTY COMMUNITY
COLLEGE MAINTENANCE
ASSOCIATION
GRIEVANCE FORM

Name of Grievant: _____

Work Classification: _____

Rate per Hour: _____

Date Grievance Occurred: _____

PROVISION OF AGREEMENT ALLEGEDLY VIOLATED:

Article	Section(s)	Page(s)
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Nature of Grievance:

RELIEF REQUESTED:

Signature of Grievant

Date

Step 1: Appealed to Immediate Supervisor

Received by immediate supervisor:

Signature

Date

Decision of immediate supervisor:

Signature

Date Returned to Grievant

Step 2: Appealed to Director of Campus Planning and Facilities

If appealed, signature of person
appealing grievance

Date

Received by Director of Campus Planning and Facilities

Signature

Date

Decision of Director of Campus Planning and Facilities:

Signature

Date Returned to Grievant

Step 3: Appealed to Vice President of Administration

If appealed, signature of person
appealing grievance

Date

Received by Vice President of Administration

Signature

Date

Decision of Vice President of Administration:

Signature

Date Returned to Grievant

Step 4: Appealed to President

If appealed, signature of person
appealing grievance

Date

Received by President

Signature

Date

Decision of President: _____

Signature

Date Returned to Grievant

Step 5: Referred to Arbitration:

If referred, signature of person
referring grievance to arbitration

Date

Signature of President

Date

APPENDIX B

SENIORITY LIST

<u>Name</u>	<u>Classification</u>	<u>Seniority Date</u>
1. Jeffery Harbaugh	Maintenance Chief Group IV	9-20-92
2. Thomas Kleman	Maintenance Chief Group IV	6-02-97
3. William Bennett	General Maintenance Worker Group I	8-24-98
4. Dale Parker	General Maintenance Worker Group I	9-21-98
5. Terry Peterson	Power Systems Operator Group III	1-28-00
6. Susan Hoffer	General Maintenance Worker Group I	7-06-05
7. Mike D'Haene	General Maintenance Worker Group I	7-05-06
8. Michael Costello	General Maintenance Worker Group I	3-17-08
9. Michael Neaves	Maintenance Trainee Group II	12-06-10
10. Robert Stawkey	Power Systems Operator Group III	5-28-13
11. Justin Blaine	General Maintenance Worker Group I	8-19-13
12. Paul LaRoy	Power Systems Operator Group III	8-04-14
13. George Welter	General Maintenance Worker Group I	12-01-14
14. Derek Brylinsky	General Maintenance Worker Group I	9-01-15
15. Ethan Dixon	Power Systems Operator Group III	12-12-16
16. Lesa Adkins	General Maintenance Worker Group I	7-31-17
17. Token Conde	General Maintenance Worker Group I	1-07-19
18. William Hogan	General Maintenance Worker Group I	1-14-19
19. Garrett Lawson	General Maintenance Worker Group I	1-27-20
20. Gregg Giannetti	General Maintenance Worker Group I	6-1-20

Appendix C
OBSERVANCE OF SCHEDULE OF HOLIDAYS AND SCHEDULED PAID
VACATION DAYS
For Groups I & IV

Friday, July 3, 2020	Independence Day Holiday
Monday, September 7, 2020	Labor Day Holiday
Thursday, November 26, 2020	Thanksgiving Day Holiday
Friday, November 27, 2020	Scheduled Paid Vacation Day
Friday, December 25, 2020	Christmas Holiday
Monday, December 28, 2020	Scheduled Paid Vacation Day
Tuesday, December 29, 2020	Scheduled Paid Vacation Day
Wednesday, December 30, 2020	Scheduled Paid Vacation Day
Thursday, December 31, 2020	Scheduled Paid Vacation Day
Friday, January 1, 2021	New Year's Day Holiday
Monday, January 18, 2021	Martin Luther King JR. Holiday
Friday, April 2, 2021	Scheduled Paid Vacation Day
Monday, May 31, 2021	Memorial Day Holiday

Appendix C
OBSERVANCE OF SCHEDULE OF HOLIDAYS AND SCHEDULED PAID
VACATION DAYS
For Groups II & III

Saturday, July 4, 2020	Independence Day Holiday
Monday, September 7, 2020	Labor Day Holiday
Thursday, November 26, 2020	Thanksgiving Day Holiday
Friday, November 27, 2020	Scheduled Paid Vacation Day
Friday, December 25, 2020	Christmas Holiday
Monday, December 28, 2020	Scheduled Paid Vacation Day
Tuesday, December 29, 2020	Scheduled Paid Vacation Day
Wednesday, December 30, 2020	Scheduled Paid Vacation Day
Thursday, December 31, 2020	Scheduled Paid Vacation Day
Friday, January 1, 2021	New Year's Day Holiday
Monday, January 18, 2021	Martin Luther King, Jr. Holiday
Friday, April 2, 2021	Scheduled Paid Vacation Day
Monday, May 31, 2021	Memorial Day Holiday