



# AGREEMENT

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

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

2018-2020

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## AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of October, 2018, by and between the St. Clair County Community College, 323 Erie St., P.O. Box 5015, Port Huron, Michigan, 48061-5015, and all other locations, hereinafter called the "College", party in the first part, and Teamsters Local 214, State, County and Municipal Workers, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America located at 2825 Trumbull Avenue, Detroit, Michigan, 48216-1290, hereinafter called the "Union", party of the second part.

### WHEREAS:

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

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

The provisions of this Agreement shall be applied in a reasonable and equitable manner and without regard to race, creed, religion, color, sex, marital status, handicap subject to ability to perform the job with any required accommodation, veteran status, national origin or other protected status or classification.

THEREFORE: It is mutually agreed as follows:

## ARTICLE I

### Recognition, Union Security, and Dues

- A. The College recognizes the Union as the sole and exclusive representative of the maintenance and custodial employees covered by this Agreement and accordingly will neither make nor enter into any agreements with any individuals or other unions with respect to rates of pay, wages, hours of work, and other conditions of employment for the entire term of this Agreement for all the custodial and maintenance employees.
- B. Membership in the Union is not compulsory. Regular employees have the right to join, not to join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

Employees who join the Union may have their Association dues paid by payroll deduction upon written authorization of the employee. Those presently on payroll deduction will be continued unless they otherwise notify the College in writing. Those wishing to stop their payroll deduction may do so at any time by notification to the College in writing. Those wishing to start payment of union dues may do so by written notification to the College to begin dues withholding.

The Association agrees to indemnify and to hold the College harmless from any and all costs, attorney fees, and damages which may be incurred or assessed against the Board or its members, or the College as a result of the dues deduction so long as the College notifies the Association of any such legal action and permits the Association, at its own expense and through its own counsel, to defend such action. Such deduction for Association dues and fees shall be remitted on a monthly basis, no later than the 10<sup>th</sup> of the following month, by arrangement of the Vice President of Human Resources and the Association.

- C. Membership in the Union is separate, apart and distinct from the assumption of obligation on the part of any employee covered by this Agreement. The Union is required under this Agreement to represent all of the employees equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the College after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

## ARTICLE II

### Union Representation and Activities

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

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

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

## ARTICLE III

### Seniority

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

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

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



## ARTICLE V

### New and Probationary Employees

Each new hire member shall serve a ninety (90) day probationary period during which time there shall be no responsibility on the part of the College for their continued employment or re-employment. A probationary employee may be terminated at the discretion of the College and such an employee shall have no recourse to the grievance procedure. The probationary period may be extended an additional ninety (90) days if a marginal evaluation is received by the employee at the ninety (90) day evaluation. During such probationary period, the employee will be paid at the minimum rate for his/her classification. If the evaluation is unsatisfactory, the employee will be released. During the probationary period, the employee shall accrue sick leave and vacation time, but shall not be able to use accrued vacation time until the probationary period has been satisfactorily completed. Probationary employees shall not receive pay for holidays, or pay for days the College is scheduled to be closed.

- A. On occasion, the College may employ temporary personnel for part-time or full-time work for a period of up to six (6) months. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only and shall not be used for the purpose of laying off any regular employees. If the temporary position is a new position that is to continue, then it shall be declared as a permanent position and posted in accordance with Article VI.A.1. Exceptions to the time periods mentioned above may be made for temporary individuals replacing an employee on a paid or unpaid leave.
- B. Federal programs involving work-study students are recognized as being outside the coverage of this Agreement, and that work-study students under such programs are not considered employees for the purposes of this Agreement.
- C. At least annually, during the month of April, the immediate supervisor shall submit a written evaluation of the performance of each employee under his/her supervision. Such evaluations shall be based upon employer established work standards which have been provided to the Union. All evaluations shall be discussed with the employee before they are placed in the personnel file. The employee shall have the right to add remarks, statements or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation in accordance with state law within 10 days from receipt.

The College will develop a form to be used for such evaluations. In the event of an unsatisfactory evaluation, the supervisors shall provide the employee with a program for improvement with a specific timeline. The employee shall be re-evaluated upon the completion of the improvement program. Unsatisfactory evaluations may be grounds for discipline.

The College will not reduce present full time employees to part time during the period of this contract.

## ARTICLE VI

### Vacancies, Layoffs, and Rehiring

- A. The transferring, layoff, and rehiring of employees are the sole responsibility of the College, subject to the following:
1. All vacancies to be filled will be advertised within the College through written notice (electronic posting is acceptable) in each building for a period of five (5) working days. The successful applicant, internal or external, shall receive the rate for the new job. It is the College's determination if a vacant position is to be filled, changed or eliminated. The Union will be notified of its decision within a reasonable time frame.
  2. The College will make all decisions in filling vacancies. Employees with the longest seniority will be given preference, when all other factors are equal.
  3. Recall and layoff shall be based on the needs of the college as determined by administration. Part time employees facing layoffs may have their hours adjusted in lieu of being laid off by agreement between the College and the employee.
  4. In making layoffs and in the rehiring of laid off employees, seniority shall be used when all other factors are equal. In the event of a layoff, employees who have successfully completed probation may have the option of bumping based on their seniority and qualifications.
  5. The College will provide a 30 calendar day written notice prior to the effective date of the layoff. The College may elect to substitute pay in lieu of written notice for any portion up to the 30 day notice period.

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

- A. Seniority shall be lost (i.e. loss of employment) for the following reasons:
1. If the employee resigns.
  2. If the employee is discharged for justifiable cause.
  3. If the employee fails to report for work for three (3) or more days without notifying the Director of Physical Plant or the Head of Human Resources or designee not later than the third day of absence, unless an adequate reason is given for such absence by the employee.
  4. If the employee fails to return to work within five (5) days after being notified to report for work by personal service or certified mail to the last address given to the College and does not give satisfactory reasons. If an employee fails to return to work after five (5) days and said employee has not notified the Director of Physical Plant or Human Resources said employee is subject to immediate discharge.
  5. If the employee fails to return to work as scheduled upon the expiration of a leave of absence including, but not limited to, and FMLA leave.

## **ARTICLE VIII**

### **Military Service**

- A. If an employee enlists, or is drafted for active service in the Armed Forces of the United States or is required to leave because of enforced military training, upon their return employment shall be restored within the College, according to the law in effect at the time of such release from military service.

**ARTICLE IX**  
**Disciplinary Action**

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

## ARTICLE X

### Grievance Procedure

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

**Step 1.** The first step of the Grievance Procedure is an informal conference with the Director of Physical Plant.

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

**Step 2.** Each grievance shall be filed in writing and submitted to the Vice President of Human Resources. Written grievances shall contain the following:

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

**Step 3.** In the event, the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamster's Local 214 Grievance Panel for review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the College in writing. The decision of the Grievance Panel must be made within sixty (60) days.

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

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

If the parties do not agree on an arbitrator selection the Union shall file an arbitration notice within 15 calendar days through the American Arbitration Association. The filing with the American Arbitration Association shall be for the selection of the arbitrator only.

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

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

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

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

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

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

## ARTICLE XI

### Paid Leave Time

- A. All regular full-time employees hired before July 1, 2008 will earn one (1) sick day for each month employed subject to a maximum of twelve (12) work days in any one fiscal year. Employees shall use sick time only as earned.

Employees hired full-time after July 1, 2008 will earn .833 sick days per month up to a maximum of 10 days per year. Full-time employees may maintain a sick time balance up to 75 days. There shall be no payout of sick time upon separation of employment. Part-time employees hired after July 1, 2008 will not earn sick time.

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

1. Personal illness, immediate family illness of short duration (1-2 days) or quarantine, chargeable to leave time. Immediate family as defined in the Family Medical Leave Act (FMLA).
2. Serious illness in the immediate family, as defined in the FMLA. Immediate family would include those as defined by the FMLA. Chargeable to leave time. Absences shall not exceed ten (10) days per year unless specifically approved by the Director of Physical Plant or approved under FMLA.
3. Death in the immediate family as defined above, but with the addition of brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren with a limit of five (5) consecutive days per occurrence unless non-consecutive time approved by the College. Not charged to leave time. In the instance of the death of a spouse or child, five (5) additional consecutive days (making a total of ten days) may be granted if requested in writing and approved by the Director of Physical Plant. These five (5) additional days are to be taken as vacation time or as unpaid leave time.
4. Death in the non-immediate family with a limit of two (2) days allowed per occurrence. Non-immediate family is defined as aunt, uncle, niece, or nephew. Chargeable to leave time.
5. Up to two (2) days in any one fiscal year may be taken by the employee for emergency absences, funerals or personal business if requested in writing in advance and approved by the Vice President of Administrative Services in advance. Non-chargeable to leave time. Part time employees shall have their personal days pro-rated to their scheduled work hours. Emergency absences must be reported as soon as possible but no later than 24 hours after the event.
6. Sick time may not be used for regularly scheduled non-illness medical, dental or vision exams scheduled during work or non-work hours.

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

- B. Any earned, unused sick leave time accumulated up to fifty (50) days shall, at time of death, be paid to the employee's estate or designated beneficiary.
- C. In any case where a school employee is absent from his/her employment by reason of an injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to him/her under the existing sick leave policy, less the amount of compensation payable to such employee under said Act.



- D. The number of days deductible from such employee's sick leave time bank, computed on the basis of the amount of compensation paid him under the Act, as measured by his/her regular salary, shall not be deducted from the sick leave time bank. In cases where the amount of compensation paid equals more than  $\frac{1}{2}$  (one-half) day, but less than one (1) whole day, the whole day shall be allowed.
- E. Evidence of illness may be required of employees showing excessive sick leave days being taken. Excessive use shall be determined on an individual basis. Employees will be notified when their sick day usage is deemed excessive by the College. Copies of such notifications will be given to the Union. Paid leave (exclusive of vacation) and personal days absence and abuse as determined by the College could result in disciplinary action being taken against the employee. At the request of either party the College and Union will review sick day usage.
- F. Employees will not be permitted to take time off without pay unless all sick time is exhausted and medical documentation is provided of a serious medical condition as defined by the FMLA. The employer may waive this requirement at its discretion.
- G. If an employee has been on sick leave and if the College has reasonable doubt as to the employee's ability to return to work, the College has the right to request that the employee present reasonable medical proof of the employee's ability to return to work. This may include a doctor's written statement. Further verification beyond this may include examination by a physician selected and paid for by the College.

The intent of an independent medical exam is to decide whether a member is fit to work with restriction, without restriction, or unable to work at all. Should the treating physician's diagnosis differ from the independent medical exam diagnosis, the College will arrange for a third opinion, at the College's expense, to make a final diagnosis. The College will provide a list of three medical providers from which the union and employee may choose from.

- H. A leave of absence, with pay, not chargeable against an employee's leave time allowance, shall be granted when an employee is called for jury duty. The College shall pay the employee his/her full pay and the employee shall turn over to the College any remuneration he/she receives for such jury duty, excluding any mileage and other expenses.
- I. Part-time employees hired before July 1, 2008, shall earn sick days on a pro-rated basis based upon their scheduled weekly work hours as a proportion of 40. (Example:  $16/40 \times 8 \text{ hours/month} = 3.2 \text{ hours/month employed}$ )

## ARTICLE XII

### Unpaid Leave Time

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

1. Military Services. Employees granted a leave for this reason shall be given full credit on the Seniority List if they are called in a time of emergency. Such employees shall receive benefits as provided by law.
2. Short-term unpaid leave: An employee may apply for a leave of absence of not more than ten (10) working days. This leave can be taken consecutively with vacation time. The leave of absence may be granted, upon written request by the employee, at the sole discretion of the head of Human Resources with input from the immediate supervisor.
3. Maternity. The employee shall notify the College as soon as she shall determine that she is pregnant. In the event that the College questions her medical ability to continue to perform her duties, the College may require an updated statement from her doctor that she remains able to continue her employment. The maternity leave for such an employee shall be for the period of time for which her treating physician determines she must remain off work. Employees may also be eligible for unpaid FMLA leave as permitted by law.

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

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

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

C. Reappointment after a Leave of Absence:

1. Satisfactory evidence of physical and mental health must be filed with the Vice President of Human Resources or designee as directed before the employee is allowed to return to duty.
2. Reassignment after a leave of more than 3 months shall be at discretion of the President if a position is available for which the employee is qualified subject to law.

D. Forced Leave of Absence:

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

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

- E. Should a position posting become necessary due to a member's extended leave of absence under this Article, The College may post, fill, hold vacant or fill with temporary employee the position as best suits the needs of the college.

## ARTICLE XIII

### Wages and Fringe Benefits

A. Salary Schedule:

1. The wage schedules for the period of this contract are included as Appendix A.
2. New hires shall be placed on the Salary Schedule at the discretion of the college.
3. In the event one of the other bargaining units receives an across the scale wage increase, this contract may be reopened by the request of either side for the limited purpose of wage bargaining.

B. Work Schedule:

1. A workday for full-time employees shall consist of eight (8) hours. The work week shall be five (5) consecutive work days. In lieu of a five day, eight hour per day schedule, the College may schedule all or selected employees to work a four day, ten hour per day schedule up to five (5) workweeks between Memorial Day and June 30. If the College desires to expand beyond these dates, the College will confer with the union regarding the expansion of dates.

If the College determines it will reestablish a midnight shift, prior to doing so, the College will meet and confer with the union regarding the work schedule.

The College and the Union agree the “day” of each midnight shift, for payroll purposes, is defined by the day on which the shift ends.

2. Full time employees will not be assigned a permanent work week including Saturday or Sunday unless they bid on the new shift.
3. All full-time employees shall be entitled to a half-hour paid lunch time and two (2) 15 minutes paid breaks.
4. Employees shall not leave the campus during their lunch time without prior approval from their supervisor.
5. Part-time employees shall receive paid breaks as follows:

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

6. The College has the right to designate or stagger lunch periods to ensure department coverage.
7. Each member shall be eligible and encouraged to participate in professional training activities as suggested below:
  - a. Professional training shall be defined as any activity approved by the College that contributes to the professional growth and development of the member.
  - b. Professional training shall include, but not be limited to, professional reading; attending workshops, seminars, conferences; and participating in teleconferences.

- c. Teamster members new to the College shall participate in a minimum of four (4) professional training activities during their first year of employment and a minimum of six (6) professional training activities during their second year of employment.
- d. Employees will be paid their regular wages up to one day's pay for attendance of any professional training activity held during normal work hours.
- e. College courses, with approval of the supervisor, may be considered as fulfilling requirements for professional training, but shall not be required by the College. Employees taking college courses shall not be eligible for overtime pay while in attendance at such.

C. Overtime:

1. Overtime pay for full-time employees shall be paid as follows:
  - a. Overtime pay at the rate of time and one-half (1 ½) shall be paid for all hours worked in excess 40 hours per week (Monday – Sunday). Hours worked does not include vacation, sick or personal time taken in computing the 40 hours per pay period unless specified in the contract.
  - b. Vacation and personal time scheduled and approved at least 7 calendar days in advance shall count towards computation of the 40 hour week for purposes of paying overtime.
2. Overtime pay at the rate of two (2) times the straight time shall be paid for work performed within the calendar days of New Year's Day plus one, the Friday of Spring Break, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day plus two, and Christmas Day plus one.
3. There shall be no pyramiding of overtime and the foregoing provisions are not to be construed to require duplication of overtime payments for the same hours of work.
4. The College will endeavor to approach overtime on a weekly basis as equally as possible among the employees when the qualifications are equal. The College reserves the right to approach overtime as it deems necessary. Additional hours may be offered to part time staff before overtime is offered, at the College's sole discretion.
5. Whenever an employee is called back to work for unscheduled overtime, he/she shall be guaranteed four (4) hours of work.

Scheduled overtime shall be for a minimum of one hour or the actual hours worked. An employee whose scheduled overtime is cancelled without twenty-four (24) hours' notice shall be guaranteed to work the minimum of the scheduled overtime. Weekly overtime charts or rotations will be maintained and employees refusing overtime or extra work will be recorded. The names of all Physical Plant employees will appear on these overtime charts. Part time staff will not be considered for overtime unless the overtime would result in 40 or more hours being worked within the workweek by the part time member. Each July 1<sup>st</sup> the lists will begin with zero and overtime will be assigned initially by seniority. Overtime for purposes of scheduling will be based on actual clock hours worked.

6. In the event the college needs to schedule employees to work overtime the College will first seek volunteers and if there are no volunteers, the College may direct employees to work overtime.
7. Each year, mandatory overtime will initially be assigned to the employee with lowest seniority. The next mandatory obligation will then be assigned to the next qualified employee lowest in seniority, using a bottom up rotation to assign mandatory overtime throughout the year.

8. All employees shall provide valid phone numbers and are responsible to return calls.
  9. The College may assign employees to workweeks including Saturday or Sunday to cover regularly scheduled College-sponsored activities, university center activities and regularly scheduled non-College-sponsored activities. This practice shall not be used to deny other employees overtime or extra work in connection with major, non-College sponsored events or certain major College events. The College has the right to determine overtime needs.
  10. Employees required to work their shift on days when the College is closed during their shift shall be paid their regular wage plus a twenty dollar (\$20.00) stipend. In addition those employees working shall be granted an additional day off with pay to be used at a later time within the fiscal year. Said day to be approved in advance by the Director of Physical Plant or their designee. Those employees who fail to show and their absence is deemed as unexcused shall be required to use a vacation or personal day. .
  11. Part-time employees shall be paid overtime for all hours worked in excess of forty hours in any one week (Monday through Sunday).
  12. All employees assigned to a shift commencing at 1:00 p.m. or after, but before 8:00 p.m. shall receive twenty (20) cents for each hour worked in addition to their regular hourly rate. All employees assigned to a shift commencing at 8:00 p.m. or after but before 5:00 a.m. shall receive twenty-five (25) cents for each hour worked in addition to their regular hourly rate.
  13. Employees who have worked forty or more hours per week and are called in to work on Sunday and who work four or more hours will receive an additional twenty dollars (\$20.00) stipend.
- E. Paid Holidays. The College agrees to pay all non-probationary employees for the following unworked Holidays under the limitations and provisions set forth in this Agreement.
1. The Holidays are New Year's Day plus one, the Friday of Spring Break, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day plus two, Christmas Day plus one. No work shall be required on the above days nor any deduction made from salary for not working such days. If the Holiday falls on a Sunday, it will be observed on the following Monday. If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If Sunday is part of an employee's normal work week, then it is a holiday.

The Christmas/New Year's Holiday Calendars shall be as follows:

**2018-2019**

**Holidays: December 24, 25, 31, January 1**  
**Days Closed: December 26, 27, 28**

**2019 -2020**

**Holidays: December 24,25, 31, January 1**  
**Days Closed December 26, 27, 30**

2. An employee shall receive pay for a Holiday if he/she is not a temporary employee as of the day of the Holiday, if the employee would otherwise have been scheduled to work on such a day if it had not been observed as a Holiday, and if the employee worked the last scheduled work day

prior to and the next scheduled work day after a Holiday scheduled for him/her. Vacation days and personal days scheduled and approved in advance shall be considered as days worked for receiving Holiday pay.

3. Employees who have been laid off in a reduction in force during the work week prior to or during the work week in which the Holiday falls shall receive pay for such a Holiday. Employees with the necessary seniority who have been laid off in a reduction in force and who return following the Holiday, but during the week in which the Holiday fell, shall be eligible for pay for that Holiday. Employees who are receiving salary in the form of paid leave time or vacation during the work week in which the Holiday falls shall receive pay for such a Holiday instead of being charged paid leave time for that day.
4. When an eligible employee is on an approved leave of absence and returns to work following the Holiday but during the week in which the Holiday fell, he/she shall be eligible for that holiday.
5. Employees eligible under these provisions shall receive pay at their regular straight time hourly rate exclusive of overtime premium for each such Holiday.
6. Employees who work on any one of the above Holidays shall be paid at the rate of two (2) times the straight time rate for all hours worked.
7. In applying this procedure, when any of the above enumerated Holidays fall on Sunday and the day following is observed as the Holiday by the State or Federal Government, it shall be allowed as such Holiday.
8. Part-time employees shall be paid for only those holidays/days closed that fall in their normal scheduled workdays. Their pay shall be for their normal scheduled hours.

F. Vacations:

1. All employees shall be granted one day of vacation time for each month employed. Pay shall be for the regularly scheduled hours of each employee. Employees with five (5) through nine (9) equated years of service shall receive vacation time prorated at one and one-half (1.5) vacation days per month employed and those with ten (10) or more equated years of service shall receive vacation time at the rate of two (2) days per month employed.
2. The total vacation time that any employee may carry over from one fiscal year to the next shall not exceed eighteen (18) days / 144 hours. The Director of Physical Plant may make exceptions to this rule if an employee, prior to July 1, requests in writing to carry over extra vacation days and submits a mutually agreeable schedule to use these extra days before September 1.
3. Because of the necessity of avoiding undue interruptions of work, it is recognized that the College retains the right of final determination for all vacations. Vacation requests must be submitted to the Director of the Physical Plant in advance. Those requests submitted with less than three days' notice will be given a low priority for approval. Requests submitted on the day the vacation is to begin shall be denied under supervisory discretion. The Director of Physical Plant, working with input from the union shall develop a vacation scheduling form. Vacations shall be on a first request basis by time requested. In the event of same day request submissions, vacation will be granted at the discretion of the college based on a first come-first serve basis. Vacation requests cannot be submitted more than one year in advance. The college may establish a rotation based on seniority for high-demand vacation requests.

4. All accumulated earned vacation time shall be paid to the employee, up to 144 hours, upon separation from employment, in their last paycheck.
5. Part-time employees shall earn vacation days on a pro-rated basis based upon their scheduled weekly work hours as a proportion of 40. (Example:  $16/40 \times 8 \text{ hours/month} = 3.2 \text{ hours/month employed.}$ )
6. Time off without pay is not permitted unless authorized by the Vice President of Human Resources at his/her sole discretion.

G. Group Health Insurance:

1. The College shall provide each full-time Teamster member with the following amount towards the purchase of Health Care.

	<u>2018-2019</u>
FF	\$17,892.36
2P	\$13,720.07
1P	\$6560.52

- a. If the amount provided for Health Care exceeds the cost of the premium, the excess amount shall be placed in an HSA if available for the benefit of the member.
  - b. In the event that the monies provided do not cover the cost of the premiums, members shall make the necessary contributions, per month to the cost of their health insurance.
  - c. Members deciding to fund their HSA (Health Savings Account), may make contributions via payroll deduction to do so, not to exceed the maximum IRS allowed deduction.
  - d. Health Care hard cap will adjust to allowable amounts for the 2018-2019 & 2019-2020 plan years.
2. A Teamster Plan member desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover the costs thereof.

The College will make such payroll deductions to cover such costs, but the College shall not be responsible for lack of coverage resulting from Teamster's errors of failures to notify the Human Resources Office to make deductions.

3. Teamsters members not electing College-paid health insurance or not having a spouse receiving College-paid group health insurance coverage shall receive one hundred seventy-five dollars (\$175.00) per month, upon proof of other health insurance coverage.
  - a. If a Teamster member finds it necessary to revert to College-paid health insurance, the decision to resume College-paid health insurance shall be subject to the approval of the insurance company and be subject to any restrictions placed thereon by the carrier.
4. No employer contributions will be made during leaves of absences and layoffs. Upon termination of employment, all contributions shall cease.



5. Laid off employees may purchase, at their own expense, group dental and medical insurance as permitted under COBRA regulations and subject to any restrictions placed thereon by the carrier.
6. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance thereof. It shall be the responsibility of the employee to complete the proper forms adding or deleting family members by contacting the Human Resources Office within 30 days of a change.
7. Employment of both husband and wife by the College shall not be construed as requiring the College to pay more than the total cost of providing for the coverage specified herein including opt out payments.
8. The College shall have the right to pursue other health care coverage plans and options that have different levels of College deductibles or co-payments as long as the coverage for the employee is comparable.
9. The College agrees to provide a \$25,000 Term Life Group Insurance Policy with Accidental Death and Dismemberment for each 10-12 month full-time employee, by a company to be selected by the College and the premiums thereon, less any dividends paid by the College.
10. The College shall provide long term disability insurance for each 10-12 month full-time employee and pay the necessary net premium; said disability insurance to provide up to 66-2/3 percent of the regular employee's salary excluding fringe benefits, to a maximum of \$2,500 per month, coverage to start 180 calendar days from the last day worked based on medical documentation. The disability insurance coverage provides exclusion for amounts received from social security or other life insurance or benefits, where the payments are a result of the disability. Per carrier requirements, employees must exhaust all sick leave accumulations before they would be deemed eligible for approval of long term disability coverage.. If a full-time employee becomes disabled, the College shall continue to pay the premiums for the insurance provided in this Agreement for up to twelve (12) months to the extent allowed by the carriers.
11. Employees on unpaid leaves of absence shall not be eligible for coverage in paragraphs G.1, G.9, G.10 and H.1 unless required by law. For short-term unpaid leaves under 10 days, benefits will be continued per normal payment terms. For any unpaid leave beyond 10 days, benefits not required by law may be continued at the employee's expense at the sole discretion of the College.

H. Optical and Dental Insurance:

Vision and Hearing Coverage: The College shall provide all full-time Teamsters members and their dependents the benefits of the College Vision and Hearing Plan in the annual amounts designated below:

For 2018-2019	\$500.00 to be deposited in members HSA November 2018
2019-2020	\$500.00 to be deposited in members HSA July 2019

In the event a non-HSA health plan is chosen, the College shall contribute as follows:

For 2018-2019:	Reimbursement of paid charges to a maximum of first \$500.00
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2019-2020: Reimbursement of paid charges to a maximum of first \$500.00

An employee may elect to apply any available dollar amount to orthodontic expenses.

1. No employer contributions will be made during leaves of absence and layoffs and upon termination of employment, all contributions shall cease.
2. The College shall provide to full-time employees dental coverage as consistent with other agreements.
3. Employees must have authorized a payroll deduction for the specific coverage, if the contribution by the College is less than the cost of the coverage, in order to be entitled to the contribution provided herein. Selection of coverage may be made at the time of hiring or at an annual date to be established by the College. Employees making no selection of coverage will receive no benefit under this provision.
4. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries. It shall be the responsibility of the employee to complete the proper forms adding or deleting family members by contacting the Human Resources Office within 30 days of change.

I. Scholarship

1. The College shall award a scholarship to any 10-12 month full-time non-probationary employee, his/her spouse, dependent children living at home who can be claimed by the employee as an exemption under Internal Revenue Services (IRS) regulations during the semester in which the scholarship is awarded who enroll in College credit or non-credit division courses if there are enough other paying students to warrant the continuing of the class.
2. This scholarship shall also be awarded to the spouse of any full-time employee who dies while actively employed by the College, as well as to any children of such employee who dies while actively employed by the College, provided that such children could be claimed by the employee as exemptions under IRS regulations at the time of the employee's death and until age 25, again provided that there are enough other paying students to warrant the continuing of the class
3. Any scholarship for full-time employees shall include the registration fee, tuition and technology fee, if applicable.
4. A non-probationary part-time employee regularly scheduled to work sixteen (16) or more hours per week for at least ten months shall receive a scholarship for tuition, registration and technology fees for the employee only. The spouse and dependent children living at home who can be claimed by the part-time employee as exemptions under IRS regulations during the semester in which the scholarship is awarded shall receive tuition only.
5. Unmarried employees may designate any legal dependents according to IRS standards for such a scholarship. Dependents shall include those children of an employee who are IRS dependents of an ex-spouse.
6. Such scholarships shall not apply to courses where the cost is deemed too high by the College. This provision may be waived by the College for employees where the course is work-related.

7. Any recipient of a scholarship, as designated above, shall pay other normal fees.

J. College Events

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

K. An employee, who has at least ten (10) years of full-time equated service at the College and who is eligible to immediately receive Michigan Public School Employees Retirement System benefits, shall be eligible for a lump sum supplemental retirement benefit upon his/her retirement from the College. This benefit shall be equal to One Hundred Fifty Dollars (\$150) per year of full-time equated Service at the College. The maximum benefit is Four Thousand Dollars (\$4,000). All new employees hired after 7-1-12 will not receive this benefit.

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

## ARTICLE XIV

### Safety of Employees, Facilities, and Equipment

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

## ARTICLE XV

### Management Rights

- A. The College retains all rights, powers and authority with which it was vested prior to recognition of the Union, except as specifically limited by express provisions of this Agreement. Such rights include by way of example, the right to determine the size of the workforce; the right to schedule work, the right to discontinue jobs; the right to determine the supervision necessary, the means and methods of operation; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations, facilities of the College. Further, it is recognized that the responsibility of the management of the College for the selection and direction of the work force includes the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employees' conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the College, subject only to the provisions of this Agreement. The failure of the College to exercise any function or right directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights or to preclude the College from exercising its rights in a particular way. The fact the College has exercised a right or had a practice of doing something in a particular way shall not preclude the College from changing a practice in the future; provided, the College shall give notice of the termination of a practice where necessary by law.
- B. Whenever new jobs are established or current jobs are modified in the bargaining unit, the Employer shall establish the job, its duties, and the rate to be paid. The Employer shall notify the Union of such job establishment prior to implementation. The Union reserves the right to negotiate wages, hours, and other conditions of employment for these positions.

Job descriptions shall be updated and maintained by Human Resources.

## ARTICLE XVI

### Waiver Clause

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

## ARTICLE XVII

### Strikes and Lockouts

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

## ARTICLE XVIII

### Subcontracting

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

Non-bargaining unit staff may volunteer to clean, paint, or work on beautification projects on the campus grounds and in the campus buildings; provided at least one member of the bargaining unit is given the opportunity to work on such weekends.

- B. The College retains the right to continue to sub-contract work that has been sub-contracted on or before the date of ratification.



## ARTICLE XIX

### Duration of this Agreement

- A. This Agreement shall continue in full force and effect until midnight, June 30, 2020, and thereafter either party may give notice of its desire in writing to terminate the Agreement or negotiate changes to the Agreement, in which event the Agreement shall terminate upon the expiration date of the year in which notice is given.
- B. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination

SIGNATURE PAGE

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

ST. CLAIR COUNTY COMMUNITY COLLEGE


By:   
\_\_\_\_\_  
Dr. Nicholas DeGrazia, Chair  
Board of Trustees

By:   
\_\_\_\_\_  
John Adair, Vice-Chair  
Board of Trustees

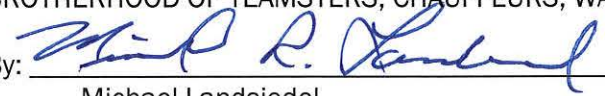
WITNESSES:

  
\_\_\_\_\_  
Bethany Mayea


  
\_\_\_\_\_  
Kirk Kramer

  
\_\_\_\_\_  
Dr. Deborah Snyder

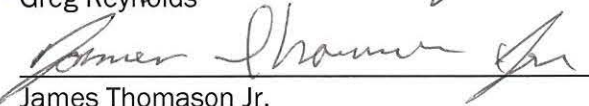
TEAMSTERS LOCAL 214 STATE, COUNTY AND MUNICIPAL WORKERS, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

By:   
\_\_\_\_\_  
Michael Landsiedel  
Staff Representative

WITNESSES:

  
\_\_\_\_\_  
Sean Jackson

  
\_\_\_\_\_  
Greg Reynolds

  
\_\_\_\_\_  
James Thomason Jr.

**APPENDIX A**  
**TEAMSTER HOURLY WAGE SCHEDULE**  
**2018-2020**

\$14.25

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\$22.11

- Any employee below pay band will be moved into pay band upon ratification of the contract.
- Upon satisfactory completion of the probationary period, an employee's pay will be adjusted to a rate of \$14.75 per hour. Movement through the pay band beyond this point will be at the discretion of the college and based upon merit, performance, attendance and skill set. Stipends may be provided for exceptional service not to exceed \$500.00 per fiscal year.
- Pay adjustments or stipends may be made on an individual level, at the discretion of the college, and upward adjustments in pay are non-greivable.
- During the period of this contract employees shall receive a 1 % pay increase for the fiscal years of 2018-2019 and 2019-2020.
- In the event that other bargaining units receive a percentage pay increase for 2019-2020 the parties agree that the contract may be reopened for the limited purpose of discussing wages.