

**AGREEMENT BETWEEN**  
**BOARD OF TRUSTEES OF LANSING COMMUNITY**  
**COLLEGE**  
**OF THE STATE OF MICHIGAN**

**AND**

**LANSING COMMUNITY COLLEGE FACILITIES**  
**MAINTENANCE ASSOCIATION, MEA/NEA**  
**2010-2014**

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**AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE  
OF THE STATE OF MICHIGAN  
AND  
LANSING COMMUNITY COLLEGE FACILITIES MAINTENANCE  
ASSOCIATION, MEA/NEA**

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This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE OF THE STATE OF MICHIGAN, hereinafter called the “Employer” or the “College”, and the LANSING COMMUNITY COLLEGE FACILITIES MAINTENANCE ASSOCIATION, MEA/NEA, hereinafter called the “Association”.

**ARTICLE 1. RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Association as the exclusive collective bargaining representative of all regular full-time custodians, general maintenance, maintenance mechanics, journeyman carpenters, journeyman HVAC, journeyman plumbers and journeyman electricians employed by Lansing Community College, excluding supervisors, administrators and all other employees.

**ARTICLE 2. ASSOCIATION SECURITY**

A. As a condition of continued employment, all employees included in the collective bargaining unit described in Article I shall, within thirty (30) days after the beginning of their employment with the Employer or within thirty (30) days following the execution date of this Agreement, whichever is later, either become members of the Association and pay to the Association the periodic monthly dues and initiation fees uniformly required of all Association members or, in the alternative, refrain from membership in the Association and pay to the Association a service fee determined by the Association in accordance with law.

B. An employee in the bargaining unit who fails to tender to the Association either periodic, uniformly required Association dues or, in the alternative, service fees in the amount determined, shall be subject to termination. The Association shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering the Association dues or service fees, specifying the current amount of the delinquency and warning the employee that, unless the delinquent dues or service fees are paid within thirty (30) calendar days of such notice, the employee shall be reported to the Employer with a request to terminate the employee as provided in this section. A copy of this letter shall be sent to the Human Resource Department at the same time it is sent to the employee. If the employee does not tender his/her dues or service fees within the time specified, the Association shall submit written certification to the Human Resource Department that the employee has failed to tender either the periodic and uniformly required Association dues or service fees determined by the Association in accordance with law, payment of which is required as a condition of continued employment

under the collective bargaining agreement, and a demand that the employee be terminated under the terms of the parties' collective bargaining agreement. A copy of this notice shall be sent to the employee. The Employer shall terminate the employee within fourteen (14) calendar days following its receipt of such notice, and such termination shall not be subject to review under the grievance and arbitration procedures of this Agreement.

C. The Association agrees to defend, indemnify and save the College harmless against any and all claims, suits or other forms of liabilities, including attorney fees, arising out of the College's compliance with this Article of the Agreement.

### **ARTICLE 3. PAYROLL DEDUCTION FOR ASSOCIATION DUES OR SERVICE FEES**

A. During the term of this Agreement, the Employer agrees to deduct or cause to be deducted periodic Association dues, or service fees determined in accordance with law, from each employee covered by this Agreement who executes and files with the Employer a proper check-off authorization form. The Association shall furnish the employer with a schedule of dues and service fees determined in accordance with law.

B. Individual authorization forms shall be furnished or approved by the Association and, when executed by a covered employee, filed by the Association with the Payroll Department. Any authorization form which lacks the employee's signature will be returned to the Association.

C. Deductions shall be made only in accordance with the provisions of the signed, written authorization form together with the provisions of this Article.

D. Deductions shall commence with the first full payroll period beginning after the signed, written authorization form is received by the Payroll Department, and shall continue until the authorization expires or is revoked in writing, provided the employee has sufficient earnings to cover the dues or service fee. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions will be made until the matter is resolved. The Employer shall not be responsible for deduction or remittance of dues or service fees after an employee's employment relationship has been terminated or while an employee is on unpaid leave of absence or layoff status.

E. Deductions shall be remitted to the Association not less often than monthly. In cases in which a deduction is made which duplicates a payment already made to the Association, refunds to the employee will be made by the Association. The Employer shall not be liable to the Association or its members for any membership dues or the service fee once such sums have been remitted to the Association.

F. The Association shall provide the Employer with written certification of the proper amount of Association membership dues and service fees and any subsequent changes in such amounts. The Employer agrees to furnish the Association for each remittance a record of those employees for whom deductions have been made, together with the amount deducted and remitted for each employee.

G. The Employer's sole obligation under this Section is limited to deduction of dues and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error, but its earlier failure to do so shall not result in any financial obligation whatsoever.

H. The Association agrees to defend, indemnify and save the College harmless against any and all claims, suits or other forms of liabilities, including attorney fees, arising out of the College's compliance with this Article of the Agreement.

#### **ARTICLE 4. ASSOCIATION REPRESENTATION**

A. Association Representatives. The Association's employee representatives shall be the Association President, the Association Vice President, and one (1) Shift Steward designated from among bargaining unit employees who do not regularly work the same shift as the President. The Association may also be represented by such non-employees as it designates. The Association will notify the Employer, in writing, of the names of its President, Vice President, Shift Steward and non-employee representative(s), and will notify the Employer of any changes that may occur from time to time, before the Employer shall have any obligation to recognize and deal with such individual representatives of the Association.

B. Representative Duties. During scheduled working time, the representative duties of the Association's employee representatives shall be limited to:

1. Participation in representative activities described in Disciplinary Action;
2. Presentation of grievances to designated management representatives under the Grievance Procedure in this Agreement (this does not include investigatory meetings or activities, which shall not occur during working time);
3. Participation in Special Conferences under this Agreement;
4. Participation in labor contract negotiation meetings with authorized management representatives.
5. Participation in scheduled meetings between the College President and College labor leaders (presidents);
6. Participation in scheduled Health Care Task Force or Labor Coalition meetings with authorized management representatives

The Association representatives shall continue to perform their regularly assigned duties as required, and their responsibilities as Association representatives will not be permitted to interfere with those duties or with the normal business of the Employer. If it is necessary for an Association representative to temporarily leave his or her assignment to engage in representative duties, permission must first be requested of the immediate supervisor. Such permission shall not be unreasonably denied. The Association representative shall report to the supervisor upon

returning to regularly assigned duties. The Association representative shall record all time spent performing representative duties under this Section on the Employer's regular time reporting system.

One participating employee representative of the Association (up to three participating representatives in labor contract negotiations) shall be paid at his or her regular rate for reasonable amounts of time necessarily lost from his or her regularly scheduled working hours while performing the representative duties described in subsections (1) through (4) of this Section. Under no circumstances shall the Employer be required to pay more than a total of forty (40) hours pay under subsections (1) through (3) of this Section during any fiscal year, or a total of eighty (80) hours pay under subsection (4) for the negotiation of any new collective bargaining agreement. One participating employee representative of the Association shall be paid at his or her regular rate for reasonable amounts of time necessarily lost from his or her regularly scheduled working hours while performing the representative duties described in subsections (5) or (6) of this Section. The Employer reserves the right to suspend this benefit, after conferring with the Union, if it is abused. Any other representative duties, if paid, will be paid by the Association.

Time paid under this Section shall not be considered hours worked for purposes of computing overtime premium pay.

C. Visits by Non-Employee Association Representatives. The authorized non-employee representative(s) of the Association shall have reasonable access to Employer facilities which are not otherwise restricted, for reasonable periods of time to conduct Association business related to administration and enforcement of this Agreement, provided that such visits shall not interfere with orderly and efficient business operations, and provided further the representative gives advance notice of the visit to a Director of Human Resources. Except as otherwise agreed, such access shall be during the Employer's normal business hours, and any meetings with employees shall be held in designated areas only and during the employees' non-working time.

D. Association Meetings. The Association will attempt to schedule employee meetings to minimize interference with orderly and efficient business operations of the Employer. When the Association provides at least 3 working days' notice of such meetings, the Employer will modify employees' schedules to minimize the loss of work opportunities and conflicts with work obligations. If requested by the Association, Employer facilities may be used for such meetings, subject to normal College policies, procedures and costs for use of facilities.

E. Bulletin Boards. The Association may post notices of the following types on bulletin boards located near the time clocks used by bargaining unit employees:

1. Notices of Association meetings.
2. Notices of Association elections and the results.

3. Notices of Association recreational or social events.

4. Other official Association communications concerning Association affairs which are not political or controversial in nature.

Other materials posted on such bulletin boards may be removed at the discretion of the Employer.

F. Internal Mail System. The Association may use the Employer's internal mail system to communicate with bargaining unit members, provided such use does not violate applicable laws or regulations.

G. Information Requests. The parties are required to provide relevant information to each other for purposes of administering this Agreement and resolving grievances, and such other purposes as may be required under the Michigan Public Employment Relations Act (PERA). All requests for such information by either party shall be in writing, shall identify the information requested in sufficient detail to allow it to be readily identified and retrieved, and if the information pertains to anyone other than bargaining unit employees, shall explain the purpose for which the information is being requested and the relevance of the requested information. Requests shall be signed by an authorized representative of the party making the request. If either party believes that an information request is unreasonable or abusive, it shall be held in abeyance until the parties meet in Special Conference in an attempt to reach an understanding on it. Neither party shall have any obligation to provide any information until it is requested in accordance with the terms of this provision.

## ARTICLE 5. SPECIAL CONFERENCES

A. Special Conferences on important matters, excluding grievances and negotiations, will be arranged between the Employer and the Union upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement.

B. Unless otherwise agreed, Union representation at Special Conferences shall be limited to not more than two (2) employee representatives and one (1) non-employee representative.

C. Special Conferences shall be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be delivered before the meeting. Matters taken up shall be confined to those included on the agenda, unless otherwise agreed by the parties.

D. Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.

E. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of

this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

## ARTICLE 6. MANAGEMENT RIGHTS

### A. Employer Rights in General

1. The Employer possesses and retains the sole power, duty, and right to operate and manage its departments, agencies, programs and facilities, to carry out its business, and to carry out all constitutional, statutory and administrative policy mandates and goals. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate without engaging in negotiations. The exercise of the Employer's discretion, judgment, powers, or rights as to any such matter shall not be subject to review or attack through the Grievance Procedure.

Such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its parts; the methods, means, and procedures to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish new classifications of work; to hire and increase or decrease the size of the work force; to assign personnel; to maintain order and efficiency, etc.

2. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of employees; and to establish and change work schedules. The Employer may exercise such expressly limited rights without engaging in negotiations, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.

3. This Agreement, including its supplements and exhibits (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated is the exclusive process for affecting terms and conditions of employment, and that the Employer is not obligated to address such terms and conditions under the Special Conference provisions. All negotiable terms and conditions not expressly restricted by this Agreement shall be within the sole discretion and control of the Employer to determine, establish, modify or eliminate without engaging in negotiations.

4. 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 all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and appendices (if any), concludes all collective bargaining between the parties during the term of the Agreement, and constitutes the sole source of any and all rights or claims which may be asserted in any way hereunder, and supersedes all prior agreements, understandings and practices between the parties, oral or written, express or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

B. Policies and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies, and procedures not conflicting with the provisions of this Agreement. The Employer shall inform employees of the establishment of new rules, regulations, policies, and procedures before they are made the basis for any disciplinary action.

## **ARTICLE 7. GRIEVANCE PROCEDURES**

A. Definition. A grievance is defined as a complaint or dispute by an employee or employees covered by this Agreement, arising during the term of this Agreement, concerning the application or interpretation of a specific provision or provisions of this Agreement as written. A grievance which directly affects two or more employees covered by this Agreement may be initiated by the employees affected or may be processed as a “group grievance” by the Association as the grievant, but not both.

B. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, agreeable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible, subject to procedural compliance. Nothing in this Agreement shall be construed as limiting the right of any grievant to discuss the matter with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedural Compliance. The procedural requirements, including time limits, established in the Grievance Procedure shall be followed by the parties. If the grievant(s) or the Association fails to act within the time limits and other requirements specified, the grievance shall be considered resolved and withdrawn on the basis of the Employer’s last action or disposition, and such resolution shall be final and binding. If the Employer fails to act within the time limits and other requirements specified, the Association may advance the grievance by filing a timely written appeal to the next step of the Grievance Procedure. Time limits may be extended or waived only by mutual written (or electronic) agreement of the parties, and not by any other method. Neither party will unreasonably withhold such agreement. As used in this Article, “week days” means Monday through Friday, excluding recognized holidays observed by the College on those days. The first week day following an occurrence (or following the date on which an employee should reasonably have known of the events giving rise to the grievance) is the first day to be counted toward time limits.

D. Grievance Procedure.

1. All grievances except group grievances and those involving a discharge or disciplinary suspension without pay shall be processed in the following manner:

STEP 1: An employee with a grievance (other than a discharge or disciplinary suspension without pay) shall, within five (5) week days of the occurrence which gave rise to the grievance or within five (5) week days of the date the employee first reasonably should have known of the events which gave rise to the grievance, discuss it with the employee's immediate supervisor with the object of resolving the matter informally. If requested by the employee, the Association President or the Shift Steward may be present if available.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired. The written grievance shall be signed by the aggrieved employee(s) and shall be presented to the Senior Administrator responsible for the Division within seven (7) week days of the occurrence which gave rise to the grievance or within seven (7) week days of the date the employee first reasonably should have known of the events which gave rise to the grievance. Within five (5) week days thereafter, the Senior Administrator responsible for the Division and a Human Resources Director shall meet with the grievant and the Association President to discuss the matter. The Senior Administrator responsible for the Division shall thereafter place his or her written disposition and explanation upon the grievance and return it to the grievant(s) within five (5) week days after such meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, it shall be appealed by writing on the grievance form a brief explanation of the reason(s) for rejecting the Step 2 disposition, and any change in the settlement proposed. The appeal shall be signed by the aggrieved employee(s), and within ten (10) week days following the Step 2 discussion, presented to the Senior Vice President responsible for the Division. Within ten (10) week days thereafter, the Senior Vice President responsible for the Division (or his or her designated representative) and up to two additional College representatives shall meet with the grievant(s), the Association President and up to two additional Association representatives to discuss the matter. The Senior Vice President responsible for the Division (or his or her designated representative) shall thereafter place his or her written disposition and explanation upon the grievance and return it to the

grievant(s) within five (5) week days after such meeting, with a copy to the Association President.

2. A group grievance or a grievance involving a discharge or disciplinary suspension without pay, shall be reduced to writing, setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired. The written grievance shall be signed by the Association President and the aggrieved employee(s). Within seven (7) week days of the occurrence which gave rise to the grievance or within seven (7) week days of the date the employee(s) first reasonably should have known of the events which gave rise to the grievance, the written grievance shall be presented to the Senior Vice President responsible for the Division (or his or her designated representative) Within ten (10) week days thereafter, the Senior Vice President responsible for the Division (or his or her designated representative) and up to two additional College representatives shall meet with the Association President and up to two additional Association representatives to discuss the matter. In a case involving discharge or disciplinary suspension without pay, the grievant shall also be present if requested by either party, but shall not be entitled to pay. The Senior Vice President responsible for the Division (or his or her designated representative) shall thereafter place his or her written disposition and explanation upon the grievance and return it to the grievant within five (5) week days after such meeting, with a copy to the Association President.

E. Mediation.

1. The parties may enter into voluntary mediation of a grievance concerning disciplinary action other than a discharge or suspension without pay, provided if such a grievance is submitted to mediation and the parties fail to reach agreement, it shall be resolved by the mediator and the mediator's resolution shall be final and binding upon the Association, the Employer and the employee(s).

2. The parties may enter into voluntary mediation of any other grievance provided that mediation shall not delay the processing of the matter through arbitration. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the Association, the Employer and the employee(s).

F. Arbitration.

1. If the aggrieved is not satisfied with the disposition of the grievance under subsection D.1 or D.2, or if no disposition is issued by the Senior Vice President responsible for the Division (or his or her designated representative) within the timelines specified, the Association may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the Michigan Employment Relations Commission within thirty (30) calendar days after the Senior Administrator responsible for the Division (or his or her designated representative) either issues a disposition or the timeline expires without a disposition being issued. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

2. If a grievance is timely submitted to arbitration, the parties may mutually agree upon an arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator, the arbitrator shall be selected by each party (Association first) alternately striking a name from the panel provided by the Michigan Employment Relations Commission, and the last remaining person shall serve as the arbitrator. If the parties determine that a panel of arbitrators from the Michigan Employment Relations Commission is unsatisfactory, they may reject the panel and request another instead of commencing the striking process.

3. The jurisdiction of the arbitrator and the arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall make every effort to begin the hearing on the grievance within sixty (60) calendar days of the notice of selection, unless extended by the mutual agreement of the parties. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect, either directly or indirectly, nor shall the arbitrator have any power to change any classification wage rates, workloads, or performance standards or to rule on any claim arising out of any insurance or pension program under this Agreement, or to issue any award or ruling modifying any matter covered by statute or regulation, or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall not issue any award or fashion any remedy which in any way directly or indirectly alters or amends the Employer's exercise of its management's rights as specified in Article 6, A, or which is in any way inconsistent with the Employer's exercise of such rights. The arbitrator's award shall be issued (postmarked) within thirty (30) calendar days after the close of the hearing or the receipt of the parties' briefs (if any), unless the time is extended by the mutual agreement of the parties. Any award of the arbitrator shall not be retroactive to more than seven (7) calendar days prior to the time that the grievance was first submitted in writing, or seven (7) calendar days prior to the date the employee first reasonably should have known of the events which gave rise to the grievance, whichever is earlier. The arbitrator's decision shall be final and binding upon the Association, the Employer and the employees; however, the Employer and the Association reserve the right to challenge an arbitrator's award which exceeds the arbitrator's jurisdiction, authority or powers to any degree, or which may be otherwise unenforceable.

4. The College and the Association shall cooperate in order to insure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.

5. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the parties for the first arbitration during each year of the Agreement, and for subsequent arbitrations during the year shall be paid by the Association if the grievance is denied; shall be paid by the

Employer if the grievance is granted; and shall be shared equally by the Association and the Employer if the arbitrator sustains the grievance in part and denies the grievance in part.

## **ARTICLE 8. WORK STOPPAGES**

A. No Strike Pledge. The parties recognize that the services performed by the employees covered by this Agreement are important to the delivery of services to students, other employees and the community. Therefore, the Association agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, or abstain in whole or in part from the full, faithful, and proper performance of their duties, or engage in any acts that interfere in any manner or to any degree with the services or operations of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to work.

Any violation of Section A shall constitute just cause for discipline by the Employer, up to and including discharge.

In consideration for the promise on behalf of the Association and the employees it represents to refrain from the conduct prohibited by Section A, the Employer agrees not to lock out any bargaining unit employees during the term of the Agreement because of a labor dispute between bargaining unit employees and the Employer.

## **ARTICLE 9. SENIORITY**

A. Definition of Seniority. Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire in the bargaining unit. Seniority shall commence only after the employee completes the probationary period specified under this Agreement. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames on the date of employment. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement as being controlled by seniority.

B. Probationary Period. All new employees in the bargaining unit shall be on probation and shall have no seniority until they have completed one year of actual work for the Employer, after which the employee's seniority shall be retroactive to the most recent date of hire into the bargaining unit. Such new employees shall be evaluated in writing at least once during their first six months of employment and at least twice during their first year of employment, and such evaluations may include a peer review element. During the probationary period, an employee has no seniority standing and is employed at will and may be laid off, disciplined or discharged at the Employer's discretion without regard to other provisions of this Agreement and without recourse to the Grievance Procedure, provided any transfer or demotion does not violate the rights of employees with seniority.

C. Loss of Seniority. An employee's seniority and his/her employment relationship with the College shall automatically terminate for any of the following reasons:

1. If the employee resigns, quits, retires, or receives a pension (including a disability pension) from a plan sponsored by the College;
2. If the employee is discharged or terminated and not reinstated through the procedures set forth in this Agreement;
3. If the employee fails to return to work within seven (7) calendar days after being notified of recall, unless some other period is agreed upon by the Employer and the Association;
4. If the employee is absent from work for three (3) consecutive working days without advising the employee's supervisor of a reasonable cause for such absence unless Employer notification was impossible due to circumstances beyond the employee's control;
5. If the employee uses a leave of absence for purposes other than that for which it was granted;
6. If the employee accepts a settlement from the Employer for permanent disability;
7. If the employee makes a false and material statement on his/her application for employment or on any other College records or documents;
8. If the employee has not been recalled from layoff for a continuous period of twenty four (24) months or the length of the employee's seniority at the time of commencement of layoff, whichever is less;
9. If the employee has been on an unpaid leave of absence (other than military leave) for a period of twenty four (24) months or for a period equal to the length of the employee's seniority at the commencement of the leave of absence, whichever is less;
10. If the employee loses any license or certification required for his/her job classification; provided an employee who promptly reports the loss of such a license or certification shall be granted a leave of absence without pay for up to sixty (60) calendar days in which to re-obtain it without loss of seniority.

D. Seniority List. The Employer shall post a seniority list showing each non-probationary employee's job title and most recent hire date into the bargaining unit. The Employer shall update the seniority list when there are changes. The seniority list shall be available to the Association.

E. Seniority Rights of Non-Bargaining Unit Employees. An employee who is or has been transferred to a position outside the bargaining unit shall, during the time the employee holds the non-bargaining unit position, retain but not accrue additional seniority credit for all time spent in the service of the Employer. The Employer may, in its sole discretion, determine wages, hours, and conditions of employment for non-bargaining unit employees, including whether such employees may be terminated or transferred back into the bargaining unit. Former bargaining unit employees transferred back into the bargaining unit may exercise their seniority to obtain work in the bargaining unit and any of the preferences or benefits provided by this Agreement.

## ARTICLE 10. PERSONNEL TRANSACTIONS

A. Posting Procedure and Shift Preference. When the College determines to fill a regular vacancy or newly created position within the bargaining unit, it will send a job posting notice to the Physical Plant Department and post the notice on the College's website. The notice will describe the general job functions and responsibilities, the minimum qualifications, and the classification of the position. The notice will remain posted for a minimum of five (5) business days. A copy of the notice will be provided to the Association President, who may post copies on the Association's bulletin board(s). Employees who desire to be considered for the posted vacancy shall complete the on-line application process within the allotted time. The final decision on accepting or rejecting an applicant rests with the College.

Bargaining unit employees already in the same classification as the position to be filled, but assigned to a different shift, may request reassignment to that position before or during the posting period. If two or more requesting employees have equal skills and abilities to perform the required work on the required schedule, preference shall be given to the more senior employee.

B. Temporary Assignments. An employee temporarily assigned for an entire payroll period or longer to perform all of the duties of a job classification with a higher top pay rate than the employee's regular classification, shall receive the minimum rate for the new job title or a \$0.50 per hour increase to the employee's regular straight-time rate of pay, whichever is greater, for the duration of the assignment. In all other cases of temporary assignment, the employee shall continue to be paid at the employee's regular rate of pay.

## ARTICLE 11. LAYOFF AND RECALL

A. Layoff Procedure. If the Employer determines that a layoff is necessary, the layoff(s) shall occur within the classification(s) affected in the following order: temporary employees first, then probationary employees, then regular employees in order of seniority (lowest first), provided the remaining employees have the present skill and ability to properly and efficiently perform the required work on the required schedule. The Employer shall give at least seven (7) calendar days' notice of layoff to an affected employee, unless circumstances beyond the Employer's control prevent giving such advance notice. A shorter period of notice may be given to employees whose layoff is the result of bumping under Section B. Notice of layoff shall be given in writing, indicating the employee's last scheduled day of work, with a copy provided to the Unit Chairperson.

B. Bumping. An employee scheduled for a layoff of more than twenty eight (28) calendar days may, within two (2) work days after receiving notice of layoff, file with the Senior Administrator responsible for the Department, a written request to bump the least senior employee in a specific classification which has an equal or lower maximum pay rate, provided the requesting employee has greater seniority and has the present skill and ability to properly and efficiently perform the required work on the required schedule of the employee to be displaced. A journeyman shall be rebuttably presumed to have the present skill and ability to perform the required work in any maintenance mechanic or custodian classification, and a maintenance mechanic shall be rebuttably presumed to have the present skill and ability to perform the required work in any custodian classification. An employee who bumps into another classification must demonstrate the skill and ability to properly and efficiently perform the required work within seven (7) calendar days, or the employee will be laid off without further bumping rights and the displaced employee will be returned to the position. An employee displaced through bumping shall not exercise bumping rights under this section.

An employee who bumps into another classification shall be paid the rate for the new classification at the same relative level as the employee was receiving in the employee's former classification.

C. Recall Procedure. If the Employer determines that a recall is necessary, the recall(s) shall occur within the classification(s) affected in the reverse order of layoff, provided the employee to be recalled has the present skill and ability to properly and efficiently perform the required work on the required schedule. Notification of recall indicating the employee's next scheduled day of work may be by any effective means and shall be confirmed by certified mail to the employee's last known address, with a copy provided to the Unit Chairperson. Employees who decline recall or who fail to report as scheduled shall be deemed to have resigned unless the Employer has authorized them to report at a later date or their failure to report is the result of incapacity due to circumstances beyond their control.

D. Preferences in Return to Work and Classification. Employees on layoff shall be considered for recall to another position within the bargaining unit before new hires are used to fill a vacancy in such position. The Employer will not hire a new employee into a bargaining unit position while a non-probationary employee with the present skill and ability to properly and efficiently perform the required work on the required schedule is laid off. Among equally qualified employees who have been displaced from their regular classification by layoff or bumping, the more senior employee shall be returned to an opening in the original classification before the less senior employee. An employee who refuses reassignment to an offered position in the employee's pay grade, for which the employee is presently qualified, shall be deemed to have resigned.

## ARTICLE 12. DISCIPLINARY ACTION

A. Just Cause. Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.

B. Progressive and Corrective Discipline. The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct an employee's unsatisfactory conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension or discharge, or in other cases in which it does not appear likely to result in successful correction.

Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge). Level 1 will be for relatively minor problems where the employee has had few, if any, prior problems. Level 2 will be for repeat or frequent or multiple minor problems. Level 3 will involve a suspension without pay for 1 to 5 work days and will be for more serious problems or for continuing problems after the employee fails to respond to lesser discipline. Level 4 will involve discharge and will be for serious problems or for continuing problems after the employee fails to respond properly to Level 2 or Level 3 discipline. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 3 or 4 discipline immediately (after informal hearing) in appropriate cases or from suspending any employee pending further investigation.

C. Investigations. Except in unusual circumstances, an employee subject to possible discipline will be interviewed by the Employer prior to a decision being made about whether or not to take disciplinary action. In deciding what (if any) disciplinary action to take, the Employer shall consider the employee's prior disciplinary record, including evidence of good or improved behavior. An employee shall, upon request, be accompanied by an Association representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

D. Hearings. Before imposing Level 3 or 4 discipline, the Employer shall (in addition to any investigatory interview) offer an employee an informal hearing during which the employee is informed of the allegations against him or her and the general nature of the evidence, and is given an opportunity to respond by providing evidence and explanation. If requested by the employee or the Employer, an Association representative shall attend any such hearing and represent the employee.

E. Disciplinary Reports. The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction. If requested by the employee or the Employer, an Association representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action. A Level 3 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and nature of any previous disciplinary actions. Any disciplinary notice shall be placed in the disciplined employee's personnel record, and a copy given to the disciplined employee and another copy sent to the Association President. The employee shall be given an opportunity to sign the disciplinary report, and to write a response or rebuttal to be placed in the employee's personnel record.

## ARTICLE 13. WORK SCHEDULES

The provisions of this Article apply only to employees in the Physical Plant Department, and not to those assigned to other departments or activities.

A. Standard Work Week and Shifts. The standard work week is forty (40) hours, normally on five or fewer consecutive days. Standard shift starting times are:

1st shift:	7:00 a.m.
2nd shift:	3:00 p.m.
3rd shift:	11:00 p.m.

The College will not regularly schedule an employee to start work more than three hours before or after the standard starting time for the employee's shift. Nothing in this Agreement is intended as a guarantee of hours of work during a work week, or that any shift will be staffed at any time.

B. Lunch and Rest Breaks.

1. Employees who work at least seven (7) hours in a work day will be scheduled for a 30 minute lunch break without pay at or near the midpoint of the scheduled day. Employees who work at least four (4) but less than seven (7) hours in a work day may be scheduled for a 30 minute lunch break without pay at or near the midpoint of the scheduled day.

2. Employees who work at least seven (7) hours in a work day shall be entitled to a fifteen (15) minute paid break period during the first half of their work day and a fifteen (15) minute paid break period during the second half of their day. Employees who work at least four (4) but less than seven (7) hours in a work day shall be entitled to one fifteen (15) minute paid break. Such breaks may not be scheduled during the first or the last hour of either half of the employee's work day.

C. Flex Day Schedule. The College may, for good cause shown in advance, allow an employee to flex his or her schedule within a work week to accommodate an occasional medical or dental appointment, Association business, non-mandatory education or training opportunity, or similar need which cannot be taken care of outside of the employee's normal work schedule.

D. Schedule Changes. Employees will be advised of a change in regular shift assignment, regular assigned work days, or regular starting or quitting time at least seven days in advance. The College will not unilaterally change an employee's schedule part way through a work week for the purpose of avoiding payment of overtime premium to the employee, provided work of the kind customarily performed by the employee is available for the employee to perform on his or her remaining regular scheduled work days.

E. Overtime. The Employer reserves the right to require employees to work reasonable amounts of overtime in a manner which is most advantageous to the College and its service of the public interest. All overtime assignments must be approved in advance by an authorized supervisor or manager of the College. The College will attempt to provide reasonably

equal overtime opportunities among employees within a job classification, and will meet with the Association President at least semi-annually to address any perceived inequalities. Notice of scheduled overtime will normally be given to employees required to work such overtime at least twenty four (24) hours in advance, if possible. While economy, efficiency, and safety of operations will generally be the controlling factors in scheduling overtime work, the Employer will consider employees' stated preferences in scheduling such work. During work weeks containing a holiday recognized under this Agreement, the College will attempt to schedule all work on employees' regularly scheduled work days if practical to do so.

F. Call In. An employee called in on his/her regular work day for work which is not continuous with his/her scheduled work period and where he/she has not been notified in advance, or an employee called in on his/her regular day off, shall be provided with not less than two hours of work or pay in lieu thereof at the applicable rate.

#### **ARTICLE 14. WAGE RATES**

Except as otherwise provided by Letter of Understanding covering employees hired prior to July 1, 2009, wages shall be paid as set forth in Appendix A to this Agreement during the term of the Agreement. Either party may re-open negotiations with respect to wage rates only, by delivering written demand for bargaining to the other party during the month of March, 2012. Any rate changes resulting from such negotiations shall be effective from July, 2012, through June, 2014, except as otherwise agreed by the parties.

If the Agreement expires and no successor agreement has been negotiated, employees shall not further advance on the steps of the wage scale until a successor agreement has been reached, unless otherwise agreed to by the parties in writing.

#### **ARTICLE 15. PREMIUM PAY RATES**

A. Premium Pay. An employee shall be paid one and one-half times the employee's regular rate of pay for hours actually worked in the following circumstances:

1. All hours actually worked in excess of forty (40) hours in any work week.
2. All hours actually worked on a holiday recognized under this Agreement.

B. Shift Premium. An employee assigned to work the second or third shift shall receive an additional twenty five cents (\$0.25) per hour.

#### **ARTICLE 16. PAID TIME OFF**

A. Bargaining unit employees shall accrue Paid Time Off (PTO) benefits in accordance with the following schedule for each biweekly payroll period for which they have at least 80 hours of credited service (including hours actually worked, paid holidays, approved Paid Time Off, and other approved paid leaves of absence under this Agreement), subject to the maximum accumulation of accrued PTO at any time.

Effective July 1, 2010:

<u>Full-time LCC Service Required</u>	<u>Paid Time Off Accrued</u>
1st through 2nd years	3.68 hours
3rd through 5th years	4.30 hours
6th through 10th years	5.22 hours
11th through 14th years	6.14 hours
15th and subsequent years	7.36 hours

Effective July 1, 2011:

<u>Full-time LCC Service Required</u>	<u>Paid Time Off Accrued</u>
1st through 2nd years	<del>4.22 hours</del> 5.22 hours
3rd through 5th years	5.83 hours
6th through 10th years	6.75 hours
11th through 14th years	7.67 hours
15th and subsequent years	8.90 hours

Maximum accumulation at any time:

Effective July 1, 2010:	260 hours
Effective July 1, 2011:	210 hours
Effective July 1, 2012:	160 hours

Paid Time Off will be paid at the applicable regular hourly rate of pay, exclusive of all premiums, which the employee is earning at the time of commencing the Paid Time Off.

B. Any request to use PTO must normally be made to the employee's immediate supervisor as early as possible. Requests for non-emergency use of PTO may be denied if the absence of the employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations to the public. Unscheduled Illness, injury and emergency use of PTO (without advance notice and approval) is conditional upon the employee complying with applicable protocol established by furnishing written documentation satisfactory to the Employer. Use of PTO shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work. Use of PTO which is not authorized in advance will not insulate an employee from disciplinary action.

C. Paid Time Off scheduling will generally be determined on a first come - first served basis. Conflict in PTO requests submitted on the same workday will be resolved by giving preference to the employee with the greatest seniority who is requesting to take off at least 5 consecutive workdays. Consideration of employee preference in scheduling PTO shall be given

when possible and practical, but PTO scheduling shall be at the discretion of the Employer with primary consideration given to the requirements of the Employer. The Employer will not cancel previously approved PTO except in emergency circumstances. An employee who has exhausted earned PTO benefits shall not be permitted to take PTO, even if previously approved, but may request a leave of absence. Employees may not use PTO benefits while on layoff or disciplinary suspension. Except when approved by the Employer due to extraordinary circumstances, PTO may not be scheduled more than six months in advance.

D. An employee will be paid for earned but unused PTO benefits on the pay period following the date of termination, unless termination occurs during the employee's probationary period or for disciplinary reasons, or the employee voluntarily terminates without two (2) weeks written notice to the Employer.

### **ARTICLE 17. PAID HOLIDAYS**

A. Eligible employees will be paid for hours they would otherwise have been regularly scheduled to work, at their regular straight-time hourly rate, for the following recognized holidays:

New Year's Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day (Fourth Thursday in November)  
Friday after Thanksgiving  
Christmas Eve Day (only if it falls on Monday through Thursday)  
Christmas Day (December 25)  
New Year's Eve Day (only if it falls on Monday through Thursday)

When a recognized holiday falls on a Saturday or Sunday, it will be recognized by the College on the date specified by the U. S. Government.

B. An employee who meets the following requirements is eligible for holiday pay unless otherwise provided herein:

1. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

2. The employee must have worked his or her full assigned hours on the last scheduled work day before and the next scheduled work day after each specified holiday within the employee's scheduled work week, unless the employee's absence was due to Paid Time Off or other paid leave of absence under this Agreement, approved prior to the specified holiday.

3. An employee who, due solely to circumstances entirely beyond the employee's control, is tardy less than one (1) hour on either the last scheduled workday before or the next scheduled workday after a specified holiday shall not be disqualified from receiving

holiday pay because of such tardiness, but the employee's holiday pay shall be reduced by an amount corresponding to the tardiness.

4. An employee assigned to work on a recognized holiday who fails to report for or perform such work, shall not receive holiday pay unless the failure is due solely to circumstances entirely beyond the employee's control.

C. When a recognized holiday falls within an eligible employee's approved Paid Time Off period, the employee shall receive holiday pay instead of Paid Time Off for the holiday.

D. Eligible employees who work any of the above holidays shall receive holiday pay, in addition to the premium payable in accordance with other provisions of this Agreement.

## ARTICLE 18. LEAVES OF ABSENCE

A. General. Except as otherwise expressly provided in this Agreement, all leaves of absence are without pay and may be granted or denied within the sole discretion of the College. Except as expressly provided in this Agreement, fringe benefits (including, but not limited to, PTO, holidays, insurance coverage, etc.) are not provided during any leave of absence without pay, and all accrued benefits are frozen until return from such leave. Seniority continues to accrue during any approved leave of absence. At the conclusion of an approved leave of absence, an employee will be returned to the position from which the leave was taken or to a comparable position, if available and seniority permitting.

B. Administrative Leave. The College may, within its sole discretion, authorize or direct an employee to take an administrative leave of absence with pay, where such leave would benefit the employee or the Employer.

C. Personal Leave. Upon written request, an employee may be granted a personal leave of absence by the College, without pay or benefits, not to exceed one (1) year in duration. Personal leave shall be used in increments of at least one week, and may be used for purposes of continuing education, caring for an incapacitated member of the employee's immediate family, or taking care of similarly important matters that cannot be handled without such a leave.

D. Family/Medical Leave. A leave of absence without pay shall be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued Paid Time Off for leave which would otherwise be unpaid under the Act. Employees on Family/Medical Leave may be eligible for workers compensation benefits or sickness and accident benefits while on Leave under this Section. The employee shall provide the Employer with timely notice and with such health care provider certifications or other documentation as the College requests in accordance with the Act and applicable regulations. An employee who fails to provide such notice and certification or other documentation, or who fails to maintain contact as directed by the College, shall be deemed to have waived any and all rights under this Section and under the Act. Return to work shall be governed by the provisions of the Act. An employee who fails to return to work at the conclusion of a leave under this Section may be required reimburse the Employer for group

insurance premiums and costs paid by the Employer, as permitted under the Act and applicable regulations.

E. Disability Leave. An employee with at least one (1) year of seniority who has exhausted all leave rights to Family/Medical Leave may be granted a disability leave for periods during which the employee receives disability benefits under the Employer's short term disability or workers' compensation insurance programs for up to one year (inclusive of FMLA leave time). As a condition of commencing and continuing such leave, the employee must provide the employee's supervisor with updated information about the employee's medical condition, ability and intention to return to work, as directed by the employee's supervisor.

F. Bereavement Leave. If a death occurs in an employee's immediate family, the employee shall be granted up to five consecutive workdays off without loss of pay as required for the employee to make necessary arrangements and attend the funeral or memorial services. Immediate family means the employee's current spouse, mother, father, son, daughter, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, and stepchildren residing in the employee's household.

G. Jury Duty Leave. A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. An employee with at least one (1) year of seniority shall receive full pay for the employee's regularly scheduled hours of work necessarily lost during such leave, to a maximum of sixty working days, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

H. Court Appearances. Employees shall be granted time off without pay when compelled to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.

I. Educational Leave. An employee with at least one (1) year of seniority may be granted a leave of absence without pay to attend a full-time course of study for purposes of obtaining additional education or training which will be beneficial to the employee and the Employer. Employees' work schedules may be altered to accommodate attendance at educational or training courses requested by the employee. Seniority and other benefits shall be frozen and shall not accrue during an educational leave of absence.

J. Public Office or Union Office Leave. A leave of absence without pay may be granted to an employee with at least one (1) year of seniority, for purposes of seeking or filling an elective or appointive public office or an elective or appointive union office, provided the employee's activities do not violate applicable law or ethical standards. Such a leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.

K. Military Leave. Employees who enter the military service of the United States (including units of the Reserve or National Guard) shall be granted leaves of absence and reinstatement or re-employment rights as required by applicable law and regulations, provided they comply with law and regulations relating to prior notice of leave and eligibility and procedures for return to work. During a military leave, employees shall not earn, accrue or use any employment benefits except as provided by applicable law and regulations.

## ARTICLE 19. GROUP INSURANCE

A. Group Insurance. During the term of this Agreement, the Employer shall sponsor the following group insurance programs for eligible employees:

1. Full time employees shall be eligible to participate in a group health plan, a group dental plan and a group vision plan with the same benefits and same cost sharing as applied to other bargaining units through the Health Care Task Force/Labor Coalition process, or any successor process involving a majority of the College's bargaining units.

2. Full time employees shall be eligible to participate in a life insurance plan provided by a carrier selected by the Employer and providing a death benefit in the amount of \$50,000.00 (subject to age-based reductions imposed by the carrier) and an accidental death rider of equal amount. The Employer shall pay the premiums for such coverage for full time employees on the active payroll. If offered by the Employer's insurance carrier, employees may purchase additional (supplemental and/or dependent) coverage at their own cost.

3. Full time employees shall be eligible to participate in a short term disability plan provided by a carrier selected by the Employer and providing maximum benefits of two-thirds (66-2/3%) of the employee's basic weekly earnings, to a maximum of \$1150.00 per week, subject to any adjustments, offsets and limitations set forth in the insurance policy. Benefits begin with the eighth consecutive calendar day of disability and continue for a maximum of thirteen (13) weeks. In order to qualify for benefits, the employee must be participating in the plan at all relevant times and must submit a completed disability benefit claim form and establish to the satisfaction of the carrier that the employee is disabled. The Employer shall pay the premiums for such coverage for full time employees on the active payroll.

4. Full time employees shall be eligible to participate in a long term disability plan provided by a carrier selected by the Employer and providing maximum benefits of sixty percent (60%) of the employee's basic weekly earnings, to a maximum of \$1150.00 per week, subject to any adjustments, offsets and limitations set forth in the insurance policy. Benefits begin after ninety (90) consecutive days of disability and continue for the period specified in the policy (until at least age 65 or until the employee is capable of work, whichever occurs first). In order to qualify for benefits, the employee must be participating in the plan at all relevant times and must submit a completed disability benefit claim form and establish to the satisfaction of the carrier that the employee is disabled. The Employer shall pay the premiums for such coverage for full time employees on the active payroll.

5. Employees shall not become eligible for coverage until the first day of the month following employment in a full time position, and submission of all documents (including enrollment or application forms) required for participation in the insurance plans. All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverage or benefits (except disputes relating to unjustifiable non-tender of premiums) shall not be subject to the Grievance Procedure. The insurance policies are to be selected and arranged at the sole discretion of the Employer.

6. Subject to restrictions imposed by the carriers, the Employer shall continue to pay its share of premiums to maintain insurance coverage in effect under subsection (A) through the end of the insurance billing cycle during which an employee retires or resigns with at least fourteen (14) days written notice (during which the employee continues to work), or commences a layoff or unpaid leave of absence. The Employer shall continue to pay its share of premiums to maintain insurance coverage in effect under subsections (A) for employees who are on paid leave of absence, but not for those who are on unpaid leave of absence except as otherwise required by law. Employees who are discharged or who quit, resign or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

B. Flexible Benefit Plan. The Employer will maintain a Flexible Benefits Plan to provide Employee Health Coverage Premium Payment, Supplemental Medical Expense Reimbursement and/or Dependent Care Expense Reimbursement as elected by participating employees. Benefits shall be funded through voluntary salary reduction agreements and/or waiver incentives, all of which shall be effective at the beginning of the first full payroll period beginning on or after employees become participants. Elections concerning participation in the Flexible Benefits Plan shall be effective for the period of coverage set forth in the Plan documents and shall be irrevocable except to the extent permitted under the Internal Revenue Code and applicable regulations.

## **ARTICLE 20. RETIREMENT AND ANNUITIES**

All bargaining unit employees shall participate in the Michigan Public School Employees Retirement System (MPSERS) with Employer and employee contributions made consistent with the MPSERS statutory rates. The College shall also sponsor pre-tax annuity plans ("403(b)" and "457" plans) for optional employee participation consistent with sections 403(b) and 457 of the United States Internal Revenue Code.

## **ARTICLE 21. UNIFORMS, EQUIPMENT AND PARKING**

A. Uniforms and PPE. The parties recognize the need for its physical plant field employees to have a professional appearance and to be provided with the necessary equipment

and tools to carry out the functions of the jobs as directed by the College. The College shall provide, maintain and replace as needed, all uniforms and required personal protective equipment for its physical plant field employees. Consequently, the College shall provide, without cost to employees, the following uniform items: shirts, pants, fall/spring jacket, winter coat and work gloves. Reasonable requests for replacement or repair of such uniforms and/or equipment shall not be denied by the College.

B. Tools and Equipment. The College shall provide employees with the use of such hand tools, power tools, communications equipment and other equipment as the College determines is necessary and appropriate for performing assigned work. Employees shall be responsible for the proper care and maintenance of such equipment, but shall not be accountable for ordinary wear and tear.

C. Parking. The College shall provide, without cost to employees, College faculty/staff parking passes.

## **ARTICLE 22. TUITION SCHOLARSHIPS**

Employees will be granted tuition scholarships for courses they desire, as long as these courses are taken outside of the employee's regular scheduled working hours, including the lunch hour. Employee dependents as defined by the Internal Revenue Service for income tax purposes (including spouse and children), will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that enrollment may be limited by such factors as facility, equipment limitations, and course seat limits.

## **ARTICLE 23. PERSONNEL RECORDS AND INFORMATION**

A. Personnel Records. All personnel files and records will be kept by the College. Information in personnel files will be released to others only upon signed authorization of the affected employee or as otherwise provided by law. An employee will be given a copy of any commendation, evaluation, or disciplinary action forms when such documents are placed in the employee's personnel file. The employee may inspect his/her personnel file at reasonable times. If an employee disagrees with any information contained in the personnel file, the employee may file a written request that the information be corrected or removed. If the College denies the request, the employee may file a written statement of correction or explanation of up to five (5) pages, which will be added to the personnel file and shall remain there so long as the complained of information remains in the file.

B. Personnel Information. It shall be the responsibility of each employee to notify the Employer, in writing, of any change of address or telephone number, as well as changes in other information related to insurance eligibility and beneficiaries, work status, etc. The employee's address and telephone number as they appear on the Employer's record shall be conclusive.

## **ARTICLE 24. SUBCONTRACTING**

Work which is customarily and exclusively performed by employees in the bargaining unit shall not be subcontracted if the Employer has the equipment, facilities, and trained employees available to perform the work as promptly and as cost-effectively as the subcontractor, if the subcontracting would directly result in the layoff of such employees. Subcontracting shall not be used for the purpose of permanently reducing or eliminating the bargaining unit.

## **ARTICLE 25. SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 26. WAIVER CLAUSE**

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 all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and appendices (if any), concludes all collective bargaining between the parties during the term of the Agreement, and constitutes the sole source of any and all rights or claims which may be asserted in any way hereunder, and supersedes all prior agreements, understandings and practices between the parties, oral or written, express or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not 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.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties.

## **ARTICLE 27. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2014.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**Board of Trustees**

**Facilities Maintenance Association**

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
President, Bargaining Team Member

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Vice President, Bargaining Team Member

By: \_\_\_\_\_  
Steward, Bargaining Team Member

**APPENDIX A**  
**2010-2014**  
**WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	8.00	8.40	8.80	9.15	9.45	9.75
General Maintenance	13.00	13.60	14.15	14.65	15.10	15.50
Maintenance Mechanic	16.00	16.60	17.15	17.65	18.10	18.50
Journeyman Carpenter	20.00	21.00	21.90	22.70	23.40	24.00
Journeyman HVAC	21.00	22.00	22.90	23.70	24.40	25.00
Journeyman Plumber	22.00	23.80	25.40	26.80	28.00	29.00
Journeyman Electrician	22.00	23.80	25.40	26.80	28.00	29.00

A. Pay rate changes from one step to another will be effective at the beginning of the first full payroll period starting closest to completion of each full year of service in the job title, until an employee reaches the maximum rate for the job title.

B. A new employee may be hired at Step 1, Step 2 or Step 3, based on qualifications, experience and market factors.

**Letter of Understanding  
Between  
Board of Trustees of Lansing Community College  
of the State of Michigan  
and  
Lansing Community College Facilities  
Maintenance Association, MEA/NEA**

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With respect to the following transitional issues relating to implementation of the 2010-2014 Collective Bargaining Agreement, the parties agree:

Changes in the insurance benefits provided to employees as a result of the 2010-2014 Agreement shall become effective as soon as the College is administratively able to acquire the specified coverage, except that the short term disability provision shall not be operative until July 1, 2011.

Eligible employees shall continue to earn and use paid sick leave in accordance with the following provision until June 30, 2011:

*Sick leave is earned at the rate of one (1) day a month or twelve (12) working days per year with a maximum accumulation of one hundred and fifty (150) days. All personnel must submit an absence report form to the Human Resources Department immediately following a period in which sick leave was taken. Sick leave hours shall be used for the following purposes:*

- *the employee's illness, accident, or hospitalization; or*
- *illness in the employee's immediate family (up to forty-eight (48) hours per year).*

*Sick leave days will not be applied to an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.*

*Special Circumstance Request: Each bargaining unit member may contribute up to three (3) sick days per year towards the special circumstance of another member (with a maximum of 30 days to be contributed per year). Requests to be considered for this special circumstance shall be submitted to the College's Human Resources Department for review and approval. The Human Resources Department will consult with the Association President when a request is received. Denial of a request shall not be subject to the grievance process.*

As of June 30, 2011, there shall be no further accrual of paid sick leave. Each employee's accumulated sick leave will be banked, and will remain available solely to continue the employee's regular pay in the event of the employee's inability to work due to illness, accident or hospitalization. Employees will be *required* to use accrued paid sick leave for such periods during the elimination period for employer-paid short-term disability or workers' compensation insurance, and for any periods not covered by

employer-paid disability or workers' compensation insurance. Employees may *elect* to use accrued paid sick leave as pay continuation in lieu of, but not in addition to, employer-paid disability or workers' compensation insurance for periods of the employee's inability to work due to illness, accident or hospitalization. Any paid sick leave remaining in an employee's bank shall expire as of the date of termination of employment.

Each employee's earned but unused vacation benefit remaining as of June 30, 2010, subject to a maximum of 160 hours, shall be credited as Paid Time Off as of July 1, 2010.

**Board of Trustees**

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Secretary

**Facilities Maintenance Association**

By: \_\_\_\_\_  
President, Bargaining Team Member

By: \_\_\_\_\_  
Vice President, Bargaining Team  
Member

By: \_\_\_\_\_  
Steward, Bargaining Team Member

**Letter of Understanding  
Between  
Board of Trustees of Lansing Community College  
of the State of Michigan  
and  
Lansing Community College Facilities  
Maintenance Association, MEA/NEA**

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In connection with ratification of their 2010-2014 Collective Bargaining Agreement, the parties agree:

1. The wage rate for each employee in the bargaining unit who was hired prior to July 1, 2009, shall be frozen as of June 30, 2010, and shall remain in effect for that employee during the term of the Agreement, except as otherwise provided in the Collective Bargaining Agreement or in this Letter of Understanding.

2. Either party may re-open negotiations with respect to such frozen wage rates only, by delivering written notice of its demand for bargaining to the other party during the month of March, 2012. Any rate changes resulting from such negotiations shall be effective from July, 2012, through June, 2014, except as otherwise agreed by the parties.

**Board of Trustees**

**Facilities Maintenance Association**

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
President, Bargaining Team Member

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Vice President, Bargaining Team  
Member

By: \_\_\_\_\_  
Steward, Bargaining Team Member

LANSING COMMUNITY COLLEGE  
FACILITIES MAINTENANCE ASSOCIATION  
GRIEVANCE FORM FOR STEP 2 OR GROUP GRIEVANCE

GRIEVANCE #: \_\_\_\_\_

DATE: \_\_\_\_\_

1. Date of Alleged Occurrence: \_\_\_\_\_

2. Step 1 Discussion (if required)

Date: \_\_\_\_\_

Participants: \_\_\_\_\_

\_\_\_\_\_

2. Cite the Agreement Article(s) and/or Section(s) Alleged to Have Been Violated:

3. Statement of Grievance:

4. Remedy Sought:

\_\_\_\_\_  
Signature of Grievant (if required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative  
(if required)

\_\_\_\_\_  
Date

Copies to: FMA President, MEA Uniserv Director, Director of Human Resources, Grievant's  
Immediate Supervisor