

PUBLIC SAFETY OFFICERS

COLLECTIVE BARGAINING AGREEMENT

July 1, 2012 to June 30, 2015

*An agreement between Charles Stewart Mott Community College
and the
Service Employees' International Union
Local 517M*

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This Agreement entered into this 1st day of July, 2012, which is the effective date of this Agreement, by and between Charles Stewart Mott Community College, hereinafter called the "College, Employer or Management", and the Service Employees' International Union, Local 517M, hereinafter called the "Union."

ARTICLE I

PREAMBLE

WHEREAS the College and the Union recognize and declare that security, safety & quality service, are necessary to provide a quality environment and education for the students of the Charles Stewart Mott Community College which is their mutual aim and it is the intent and purpose of the parties hereto that this Agreement shall promote and encourage a spirit of confidence and cooperation between the College and its employees, to establish rates of pay, hours of work and terms and conditions of employment of the College employees fully described in Appendix A hereof. IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

DEFINITIONS

"College", "Employer", "Management" and "Union" The terms "College", "Employer", "Management" and "Union" shall include authorized officers, representatives, agents and employees. Despite reference herein to the "College", "Employer", "Management" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

ARTICLE 3

RECOGNITION

The College hereby recognizes the Union as the exclusive bargaining representative for all Public Safety Officer personnel of the Charles Stewart Mott Community College as listed in Appendix A.

ARTICLE 4

EMPLOYEES, UNION AND MANAGEMENT RIGHTS

- A. The unit members and the Union, as the exclusive bargaining representatives of the unit members, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.
- B. The College, on its own behalf and on behalf of the electors retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the right to:
1. Manage and control its business, its equipment and its operations and direct the working forces and affairs of the entire College;
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing;
 3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and lay-off employees;
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work;
 5. Determine the qualifications of employees;
 6. Adopt rules and regulations;
 7. Determine the location or relocation of its facilities, including the establishment or relocation of College buildings, departments, division or sub-divisions and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities;
 8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

- D. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees unless the same has been executed in writing between the College and the Union.
- E. The Employer agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the College, adopted budgets and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. The Employer's obligation to provide information is limited to providing the Union with documents and reports the College ordinarily and regularly produces; the Employer is not required to compile or generate reports for the Union under any of the terms of this Agreement. Whenever the College has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union and give the Union the opportunity to meet with either the Financial committee of the Board or such other representative(s) as the College may select to discuss the College's contemplated request for any millage increase and its expected allocation.
- F. State/Federal Laws and Regulations: Employees covered by this Agreement are also covered by various state and federal laws/regulations and have rights and benefits under these laws/regulations outside of/in addition to the provisions of this labor agreement. A listing of these primary laws will be posted electronically by the HR Office.
- G. In the event that a future state law requires the incorporation of language into this Agreement, Management will draft text for review by the JLM. The finalized text will be incorporated into an updated version of this agreement. The College and the Union will strive to incorporate standardized language (i.e., the same language in all of the College's labor agreements) when implementing this section of the Agreement.

ARTICLE 5

UNION SECURITY AND DEDUCTION OF UNION DUES

- A. **Agency Shop Fees:** All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make representation fee payments to the Union in the same manner as Union members and shall do the above as a condition of employment.
- B. **Deductions:** During the term of this Agreement, the College will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, special assignments, and representation fee payments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The College will continue to honor those written assignments already in its possession.
- C. **Notice:** The Union shall notify the College's accounting/payroll office of the amount of such dues, fees, assignments, and representation fees. The College will cause such dues, fees, assignments, and representation fees to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- D. **Dues Deduction:** All employees presently employed by the College shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the College. All new employees hired during the term of this Agreement shall make the above payment to the Union after thirty (30) calendar days of employment with the College.
- E. **Indemnification:** The Union shall indemnify the College against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the College for the purpose of complying with the provisions of Paragraphs A, B, C and D of this Agreement.

ARTICLE 6

FUNCTION OF UNION OFFICERS

- A. **Notice of Officers:** The Union shall appoint one (1) chair, one (1) vice-chair and a recording secretary. No representative, regardless of when appointed, shall function as such until the College's senior Human Resources manager has been notified in writing by the President of the Local union, Chairperson of the Unit, or an International Union or council officer of his/her appointment. Notice of the appointment of representatives shall be given at the earliest possible date.
- B. **Representation:** Representatives and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
- C. **Representative's Grievance:** Any representative having an individual grievance in connection with his/her own work may ask that another representative or Union official assist him/her in adjusting the grievance with his/her supervisor.

ARTICLE 7

UNION RELEASE TIME

- A. **Paid Release Time:** Management has granted to bargaining unit employees one hundred and fifty (150) hours of paid release time with unpaid leave provision as noted in Paragraph C below, to be used for contract negotiations and the adjustment of grievances annually. All time spent during scheduled working hours by representatives shall be charged against the paid release time allowance up to the maximum of 150 hours, except for time spent at the Staff Health Benefits Task Force (SHBTF) meetings by the Union's representative to the SHBTF. Any hours remaining at the close of the fiscal year shall be forfeited.
- B. **Notice to Supervisor:** Representatives will give two (2) hours advance notice to their supervisor before leaving their work assignment on paid release time. Off-campus sites and/or weekend shifts will require twelve (12) hours of advance notice.
- C. **Unpaid Release Time:** Should the release time identified in Paragraph A be exceeded the employee will be paid and the Union will reimburse the College upon receipt of invoice.
- D. **Release Time Limit (Grievance: Level 1 & 2):** The hours of paid release time allowance shall not exceed six (6) hours per week for adjustment of grievances at Level 1 and 2.
- E. **Release Time Limit (Grievance: Level 3 – 5):** Paid release time allowance for contract negotiations and the adjustment of grievances at Levels 3 through 5 shall be unlimited until the paid release time allowance is exhausted. It is recognized that negotiation meetings and the times for grievance hearings are established by mutual agreement.
- F. **Approval – Off Campus:** Union representatives will give twelve (12) hours advance notice to their supervisor when requesting paid release time off the campus which must be approved by the Local Union President and the supervisor. Supervisor approval will not be withheld unreasonably. If paid release time off the campus does not have the written approval of the Local Union President, such time shall be deducted from the employee's pay.
- G. **Records:** All time spent by representatives who are employees in contract negotiations or adjustment of grievances during scheduled working hours shall be recorded in such manner as shall be required by Management. A copy of such record shall be given to the Chairperson of the Unit on each regular pay period. Time not recorded shall be unpaid. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief person is provided who is paid time and one-half in which case one and one-half (1 ½) times the hours thus spent shall be charged against the paid-time allowance.
- H. **Release Time Limit – Weekly:** No employee will be allowed to take more than nine (9) hours from his/her regular work schedule per week unless mutually agreed upon by both parties.

ARTICLE 8

VACANCIES, TRANSFERS AND BID PROCEDURES

A. Filling Vacancies:

1. Management will determine whether, when and how to fill vacancies. In the event the determination is made to fill a vacancy, no external candidate can be hired until qualified employees eligible for recall have been provided the opportunity to exercise their recall right.
2. Vacancies may be filled by changing the status of non-unit members in the on-call pool to regular employment provided that the original posting for the on-call pool notified candidates of the potential for such change in status and the on-call employee meets the regular requirements for a Public Safety Officer.
3. Vacancies may be filled by utilizing a temp to regular process conducted by the College. If used by the College, the employee will serve a 520 hour period of temporary, at-will employment. During this 520 hour period, the temporary employee's performance will be evaluated to determine suitability for employment. At the end of his 520 hour period, the temporary employee will, at the discretion of the College, be converted to a regular probationary employee or terminated from employment.
4. No benefits of employment accrue while engaged as an irregular employee, including, but not limited to subcontracted, Mott temporary, or on-call employment, unless otherwise mandated by law. The benefits provided under this agreement, including, but not limited to seniority, begin with the first day of regular Mott employment.

B. Associate Degree Requirement

An Associate's Degree is required for employees who are sworn police officers, anyone in a 40 hour assignment, Dispatcher/Technicians and Firefighter/EMT's. Newly hired police officers who do not possess the Associates at time of hire, must obtain it within sixteen (16) consecutive semesters or sessions of hire (first semester is first full semester or session following date of hire or assignment). Should new hires who are sworn officers not obtain an Associate's degree within this time frame, their employment will be terminated on the basis of their voluntary resignation.

C. Assignments:

1. Working as a Dispatcher, Dispatcher/Technician or Firefighter/EMT are assignments which will be made by Management. Employees will serve a sixty calendar day trial period in the new assignment.
2. Bargaining unit members assigned as Dispatcher/Technicians must establish and maintain qualifications (See Appendix E for additional details) including attainment of an Associate's degree.

3. Employees must possess an Associate's degree and all other qualifications prior to becoming a Dispatcher/Technician or Firefighter/EMT or sworn officer.
 4. Employees who receive training to become eligible for an assignment at the expense of the College agree to remain employed with the College as a Public Safety Officer for two years following completion of training. Employees who attend at the expense of the College who do not fulfill this two year service commitment agree to reimburse the College for the full cost of training and authorize the College to withhold any funds due the employee, including, but not limited to amounts due at the time of separation, against this employee commitment to repay tuition.
 5. If, in its discretion, Management determines that current unit members are qualified (see 3 above) and capable for the assignments of Dispatcher, Dispatcher/Technician and Firefighter/EMT, it will first offer the assignment to such unit members determined qualified and capable. If Management, in its discretion, determines that there are no qualified and capable in-house persons, then the job will be posted externally. The exercise of management discretion may be grieved only on the basis that management's actions are arbitrary or capricious. In the event a unit member(s) applies to this external posting and all factors are equal for all candidates, then the internal applicant with the most unit seniority will be awarded the job.
 6. Employees who do not obtain or maintain qualifications for his/her assignment will be placed in a bargaining unit vacancy for which they are qualified based on their seniority and will be paid at the appropriate rate on the pay scale in effect at the time of their assignment in the vacancy; refusal of an offered position constitutes voluntary resignation. If no vacancy is available, they will be placed on the recall list.
- D. At the discretion of Management, bargaining unit members may have the opportunity to attend the Police Academy in a paid status and to have their tuition covered by the College. Management reserves the right to determine all aspects of such program including, but not limited to, the determination of what person or persons may attend and the number of attendees. In addition:
1. The College will reimburse employees for the cost of the entrance exams provided they pass them.
 2. Upon satisfactorily completing the Academy, the employee will be paid at the Police Officer rate in Appendix A, depending on whether they have an Associates degree at the time of graduation from the Academy.
 3. Employees who attend the Academy at the expense of the College agree to remain employed with the College as a Public Safety Officer for two years following graduation from the Academy. Employees who attend at the expense of the College who do not fulfill this two year service commitment agree to reimburse the College for the full cost of Academy tuition and authorize the College to withhold any funds due the employee, including but not limited to amounts due at the time of separation, against this employee commitment to repay tuition.

4. Employees who fail the Academy will be returned to the position they left when they entered the Academy and will be paid at the appropriate level of the PSO rate in effect at the time of their return
5. To receive the full sworn Police Officer pay rate, the employee must have an Associate's degree, or obtain the Associate's degree within the time line outlined in Section B of this Article.

E. **Shift Assignments:**

1. Each year, during the month of June, employees will be provided the opportunity to express interest for shift assignments. Management will grant employee requests insofar as it is practical, the employee is qualified for the requested assignment and management has no performance related concerns about the employee's request. In the event more than one employee requests an assignment and all other factors are equal, unit seniority will be utilized to determine who gets the assignment.
2. If an opening occurs on a shift after the annual opportunity to request a different shift, the opening will be posted to all unit members. Management will select the person most qualified and best suited for the shift opening. In the event more than one employee requests an assignment and all other factors are equal, unit seniority will be utilized to determine who gets the assignment. The Management selection may be grieved solely on the basis that Management's decision was arbitrary or capricious.

F. **Transfers:** Transfers may be requested by the employee (voluntary) or initiated by Management (involuntary). Voluntary transfers shall not be granted to any employee more often than twice in any twelve (12) month period, except for the good of the College. Involuntary transfers may be made by Management for the good of the College after discussion of the transfer with the Union. The decision of Management to involuntarily transfer may be grieved solely on the basis that Management's action was arbitrary or capricious.

G. **Return to Former Classification:** An employee in a new assignment may return to his/her former position within the sixty calendar day trial period.

H. **Employees Returning to the Bargaining Unit:** Any member of the bargaining unit who is promoted into a position which directly supervises Public Safety employees or is transferred out of the bargaining unit within the College, may elect to return to the bargaining unit or be returned to the bargaining unit by management within one (1) year from the date of the promotion/transfer out of the bargaining unit. During this one (1) year period, the promoted/transferred employee may return or be returned to his/her former position with a loss of seniority (for the period of time transferred out of the bargaining unit) and at the rate of pay which would have been in effect had the employee not been promoted/transferred. All rights and benefits under the Public Safety contract cease for the promoted/transferred employee after this one (1) year period, except in the case of lay-off the employee may return to the bargaining unit by exercising his/her seniority as provided elsewhere in this agreement. Thirty (30) calendar days notice will be given to all parties by the party requesting the return (inclusive of layoff) unless otherwise agreed by Union and the College. Return to the unit under this section may result in the displacement/lay off of a less senior unit member.

- i. **Temporary Supervisory Assignment:** A bargaining unit employee who is assigned to a temporary position which directly supervises Public Safety employees shall not lose seniority for a period of thirty (30) calendar days; this period may be extended through mutual agreement between the Union and Management.

- J. **Return to PSO Unit if Laid Off From Non-PSO Unit College Position:** Bargaining unit members who leave the PSO unit to accept a position in another College bargaining unit or College employee group may be able to return to the PSO unit if laid off from their new position. Eligibility to return to the PSO unit is limited to two years or seniority in effect at the time of transfer out of the unit, whichever is less. In the event of lay-off from the new employee group, former PSO employees are eligible to displace only the least senior employee in the bargaining unit in a PSO assignment (i.e., excludes assignments other than PSO).

- K. If preferential consideration for job openings in another College bargaining unit other than their own is negotiated with any other College unit, then this preferential consideration will be added to the Public Safety employees' labor agreement, provided such preferential consideration is relevant and appropriate. For example, if the Secretarial group negotiated and received preferential treatment for M&O openings, then this same preferential treatment for M&O openings would automatically be added to the PSO labor agreement. However, negotiated S&M employees preferential consideration to Exempt openings would not automatically be extended to the PSO as this benefit would not be relevant or appropriate to PSO employees.

ARTICLE 9

SENIORITY

- A. **Accrual:** Seniority shall accrue during all paid leaves, Worker's Compensation leaves of one (1) year or less and for the first three (3) months of any health or FMLA leave. Seniority shall accrue for the entire length of a Military leave. Seniority shall not accrue past thirty (30) consecutive calendar days for any other leave.
- B. **Seniority Grandfathering:** All unit seniority acquired by any employee prior to the date of this Agreement shall be retained.
- C. **Tiebreaker:** If, for any reason, more than one person has the same seniority date, a tiebreaker will occur. The tiebreaker will take place in the following manner:
1. Union and Management will agree upon a place, date and time and all affected employees will be notified in writing no less than 24 hours in advance.
 2. A tiebreaker will be done by impartial drawing. Union and Management representatives as well as all affected employees will be present.
 3. The tiebreaker process shall consist of drawing numbers out of a container, with the lowest number drawn establishing precedence for seniority. The total numbers placed in the container will be the number of affected employees plus ten (10).
 4. If an affected employee is absent, a union representative shall draw on their behalf.
 5. Once the employee has participated in the tiebreaker process, his/her seniority status shall stand unless affected by another provision of this Agreement.
 6. The results of this drawing will be acknowledged in writing by all present.
- D. **Reassignment – Probationary Period:** Any employee who is promoted or demoted or who is transferred to another assignment shall be on probation for a sixty (60) calendar day period. Unit seniority shall continue to accrue during such sixty (60) calendar day period.
- E. **Seniority List Posting:** The seniority list shall be revised annually in October. A copy of this list shall be given to the Union and copies shall be posted on the employees' bulletin boards. The seniority date shall be adjusted based on the date of the actual occurrence affecting seniority, not the date that the list is posted.
- F. **Seniority List Challenge:** Each employee shall have the right to challenge the accuracy of the seniority report for himself/herself for a period of thirty (30) calendar days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.
- G. **Loss of Seniority:** All employees shall lose unit seniority when they:
1. Voluntarily quit.
 2. Are discharged.

3. Are absent from work without notice for three (3) consecutive working days.
4. Fail to return from approved leaves of absence on or before the appointed time.
5. Accept other employment during leaves of absence unless specifically provided for by this Agreement.

ARTICLE 10

LAYOFF AND RECALL

- A. **Layoff Procedure:** The employee with the least unit seniority shall be laid off first.
- B. **Layoff Notice:** A minimum of twenty (20) calendar days will be given for notice of layoffs due to a reduction in staff.
- C. **Recall Procedure:** Employees having the most unit seniority will be the first recalled provided they are qualified for the position opening.
- D. **Recall/Temporary Assignments:** No job shall be filled, except in case of emergency on a temporary basis, as long as an eligible, qualified employee is entitled to be recalled.
- E. **Recall Notice:** Notice of recall shall be given by certified mail with return receipt to the employee's last known address by Human Resources. The employee shall report to work no later than ten (10) calendar days after receipt of notice. It shall be the employee's responsibility to inform Human Resources of current address.
- F. **Duration of Recall Rights:** Laid off employees are eligible for recall for a period of two years or their accumulated seniority at the time of layoff, whichever is less.

ARTICLE II

WORKING CONDITIONS AND SAFETY

- A. **Safety:** The College agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to himself/herself, his/her fellow employees and the College in the prevention of accidents.

Employees acknowledge their responsibility to observe and carry out all safety regulations and laws. These regulations and laws will be reviewed with employees periodically. Violations of such safety rules and regulations may result in discipline up to and including discharge.

- B. **Safety Devices:** The College agrees to provide at its own cost, where necessary, surgical gloves, first aid kits, plastic masks for CPR, handcuffs, flashlights, mace, uniforms, full-length raincoats, seasonal coats, jackets, hats and other safety devices as may be determined to be necessary by the safety committee or JLM committee.

ARTICLE 12

WORK WEEK, SHIFTS AND REST PERIODS

- A. **Work Week and Shifts:** The standard work week is seven consecutive calendar days beginning at 6 a.m. on Sunday and ending at 5:59 a.m. the following Sunday. The standard schedule of shifts at main campus is as follows:

1st Shift

6:00 a.m. – 2:30 p.m.

2nd Shift

2:00 p.m. – 10:30 p.m.

3rd Shift

10:00 p.m. – 6:30 a.m.

The particular schedule worked by an employee is determined by Management and may or may not be aligned with the shifts listed above. The standard schedule of shifts at main campus will not be changed without mutual agreement between the Union and College.

In the event management determines a lack of personnel, management is authorized to order the lowest seniority employee to extend their shift to stay late and/or come in early.

- B. **Unpaid Lunch:** Employees with a work day of six and one half (6 ½) hours or more will be granted a one half (½) hour unpaid lunch period during the workday, which will be scheduled approximately midway through the shift.
- C. **Rest Periods:** Each employee scheduled to work an eight (8) hour shift shall be granted a fifteen (15) minute paid rest period during each four (4) continuous hours worked. Each employee scheduled for a six (6) hour shift shall receive one fifteen (15) minute paid rest period. Supervisors will plan work so as to permit rest periods. Employees may not lengthen lunch periods, other rest periods, start work later or leave work earlier because of having missed a rest period.
- D. Employees may be required to respond to a call during their lunch or break. If this occurs, the remaining break time will be made available to the employee later on the shift.
- E. **On Duty:** Employees shall not leave their assignments on paid time except with the permission of their most available supervisor.
- F. **Time Clock Procedures:** Each employee must punch his/her time card in when he/she arrives for work and out when he/she leaves work.
- G. Should the need for overtime equalization arise during the term of this agreement, the parties agree to address this need following the procedures outlined in Article 13 of this agreement.

ARTICLE 13

JOINT LABOR MANAGEMENT COMMITTEE (JLM)

- A. **Purpose:** JLM is a labor-management problem solving process occurring during the term of the contract to address:
1. Problems arising from contract administration
 2. Problems which may become or are grievances
 3. Business issues and mandatory bargaining topics only by mutual agreement
- B. **Committee Membership:** Committee membership will consist of up to four (4) representatives from each side. The Union side will be composed of a maximum of three officers and one SEIU representative. Membership will be determined by the respective parties.
- C. **Quorum:** A quorum is two (2) of the regular members from each side. The Unit Chairperson will inform the College 24 hours in advance if a local official's attendance is required for the quorum.
- D. **Meetings:** A regular time will be set aside for monthly meetings. Monthly meetings will occur only if either side presents a draft problem statement a week before the scheduled meeting or if an agenda has been determined at the prior month's meeting. Draft problem statements will be delivered by the Unit Chairperson to the College's Senior Human Resources Manager and by the College's Senior Human Resources Manager to the Unit Chairperson. Upon receipt of a draft problem statement, an agenda will be set and distributed three (3) business days prior to the meeting. An emergency meeting can be called at any time by either the Unit Chairperson or the College's Senior Human Resources Manager. JLM meetings will be conducted using the ground rules in Appendix B. Either side may bring in a resource person with notice to the other side of at least seventy-two (72) hours.
- E. **Discussions:** The discussions in JLM meetings will not be admissible in arbitration or any other judicial or quasi-judicial proceedings.
- F. It is understood that all problems brought to the JLM may not be resolved.
- G. The JLM will attempt to solve problems collaboratively with formal consensus.
- H. The JLM is free to develop its own operating rules.

ARTICLE 14

DISCIPLINE OF EMPLOYEES

- A. Given the nature of work performed by Public Safety personnel, they are committed to and are held to higher standards of conduct than other employees. Accordingly, the College and Union have agreed to three levels of discipline other than Voluntary Quit (which is described in Section D below): Most Serious Offenses, Other Serious Offenses, and Less Serious Offenses. The College acknowledges the Union's right to grieve discipline and the College and Union agree that in cases of voluntary quit as outlined in Section D below, the separation/termination of employment cannot be grieved.
- B. Public Safety employees will not be disciplined or terminated without just cause. Termination of employment for the first offense is the appropriate discipline for Most Serious Offenses subject to the Union's right to grieve. Progressive discipline consisting of only two steps (written warning followed by discharge) is applicable to Other Serious Offenses. A five step process of progressive discipline may be followed for Less Serious Offenses. It is understood, however, that the College may implement progressive discipline at any level depending on the severity of the offense subject to review through the grievance procedure.
- C. In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees. When Management is considering disciplinary action (including discharge), it will notify both the Union and the employee of the date, time, and place for a pre-disciplinary meeting, except in cases involving a probationary employee. Twenty-four (24) hours notice will be given except in the case of extenuating circumstances. Employees may be suspended with pay pending the completion of disciplinary investigations.

D. **Voluntary Quit:**

Disciplinary action will be a voluntary quit for the following serious offenses:

1. Absence of three (3) consecutive working days without properly notifying supervisor.
2. Failure to return from approved leaves of absence on or before the appointed time.
3. Accepting other employment during leaves of absence unless specifically provided for by this agreement.

E. **Most Serious Offenses:**

Disciplinary action will be an automatic discharge for any of the following serious offenses subject to the Union's right to grieve:

1. Theft
2. Drinking or using illegal drugs on the job
3. Dishonesty of any sort

4. Possessing concealed, unauthorized weapons or explosives on College property
5. Reporting for work under the influence of drugs or alcohol
6. Intentional falsification of any record or any entry in any record
7. Actions which place self or others in danger
8. Conduct on or off duty which is unbecoming a Public Safety employee, including but not limited to, immoral conduct or indecency
9. Insubordination (except where an order creates serious safety risk)
10. Abuse or deliberate destruction of College property, tools, equipment, or personal property of any employee in any manner.

F. **Other Serious Offenses:**

In the case of the following other serious offenses, progressive discipline will be limited to written warning followed by discharge subject to the College's right to terminate for the first offense depending on circumstances surrounding the particular offense.

1. Sleeping on the job during working hours
2. Failing to promptly respond to an emergency call
3. Making false, vicious or malicious statements about any employee or supervisor
4. Absence without reasonable cause
5. Violation of an established safety practice or rule
6. Leaving job assignment during working hours without permission
7. Failing to report as scheduled without advance notice to supervision

G. **Less Serious Offenses:**

Progressive discipline will be followed for less serious offenses which include, but are not limited to the following, subject to the College's discretion to determine an appropriate level of discipline as described in Section B above:

1. Absenteeism/Tardiness. Initial counseling will be done by the immediate supervisor and/or department head with a Union representative present. Should it be determined that the cause for excessive absenteeism is other than work related, a referral may be made for confidential, professional counseling and/or therapy through the Employee Assistance Program (EAP).
2. Contributing to unsanitary conditions or poor housekeeping
3. Engaging in horseplay

4. Misuse of College property or personal property of other employees

Progressive discipline may include up to five steps for Less Serious Offenses as follows:

1. First Offense	Oral Warning
2. Second Offense	Written Warning
3. Third Offense	Suspension of less than a week
4. Fourth Offense	Suspension of a week or more
5. Fifth Offense	Discharge

- H. Disciplinary reports issued for less serious offenses will remain in effect for a period of twelve (12) months unless the employee has received more than one (1) report within the twelve (12) month period. In the latter case, all such reports shall remain in effect for a period of twelve (12) months from the date of issuance of the last report. Copies of disciplinary reports will be maintained in the Public Safety Department and distributed to the Human Resources Office, the affected employee(s), and the Union.

ARTICLE 15

GRIEVANCE PROCEDURE

- A. **Definitions:** A grievance is a claim by one or more Public Safety employees, of improper application or interpretation of this Agreement specifying the part of the Agreement, which is claimed to be violated, how the provision was violated and the requested relief.

The term Public Safety Officer includes any individual or group of individuals within the bargaining unit herein defined and covered by this Agreement.

The term days, when used in this Article, shall mean calendar days. When the College is closed for more than three (3) consecutive calendar days, time frames within this Article will be extended accordingly.

- B. **Consolidation of Grievances:** All issues arising from a single incident, whether multiple issues related to a single grievant or the same/multiple issue(s) affecting multiple unit employees (class action grievance) must be consolidated into a single grievance. In the event of a class action grievance, only one employee and one Mott Union representative may attend grievance hearings/arbitration with pay. If the class action grievance hearing would disrupt the work site, the hearing may be scheduled before/after hours to enable all to attend.
- C. **Exclusion from Arbitration:** Excluded from arbitration are matters in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court or administrative agency, which involves a claim which could have been pursued on behalf of the grievant by the Union based upon a provision of this contract or which involves the same circumstances as those referenced in the civil action.
- D. **Purpose:** The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.
- E. **Grievant's Presence:** Upon request of either party or of the Public Safety employee involved in a grievance, the latter may be present at any level of the grievance procedure.
- F. **Time Limits:** The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representatives of each party.

Grievance Steps

- G. **LEVEL 1** – As it is the intent and in the best interest of both parties to resolve grievances at the lowest possible level, the grievance shall first be discussed with the employee's immediate supervisor prior to submitting the grievance in writing.
- H. **LEVEL 2** – If a resolution is not reached at Level 1, within five (5) calendar days the employee shall submit the grievance in writing. The written grievance must include:
1. A statement of the specific contract paragraph(s)/section(s) involved.

2. A description of the facts of the alleged contract violation.
3. A statement of relief or adjustment sought.

A grievance must be filed within twenty-five (25) calendar days of the alleged violation or reasonable knowledge thereof. One copy shall be sent to:

1. Immediate supervisor.
2. Senior Public Safety Department Manager.
3. Unit Chairperson.
4. Human Resources.

Level 2 shall be a grievance review by the employee's supervisor with the employee present. At any time during the grievance procedure the employee may request Union representation. This meeting shall occur within five (5) calendar days of receipt of the grievance by the supervisor. The supervisor must render a response to the grievance within five (5) calendar days of that meeting. The response shall be in writing and shall include the rationale for the decision rendered.

A copy of the response shall be forwarded to Senior Public Safety Department Manager, Unit Chairperson and Human Resources.

- I. LEVEL 3 - Level 3 shall be an appeal of the grievance to the Senior Public Safety Department Manager. A request for a Level 3 hearing must be made in writing, through the Senior Public Safety Department Manager within ten (10) calendar days of the Union's receipt of the response from Level 2. A Level 3 hearing of the grievance shall take place within ten (10) calendar days of the grievant's request for an appeal hearing.
 1. The Senior Public Safety Department Manager shall render a response to the grievant in writing within ten (10) calendar days of the hearing. A copy of the response shall also be sent to Human Resources and the Unit Chairperson.
- J. LEVEL 4 - Level 4 shall be an appeal of the grievance to the College's senior Human Resources manager. A request for a Level 4 hearing must be made in writing within ten (10) calendar days of the grievant's receipt of the response from Level 3. A Level 4 hearing of the grievance shall take place within (10) calendar days of the grievant's request for an appeal hearing.
 1. The College's senior Human Resources manager shall render a response to the Union in writing within ten (10) calendar days of the hearing. A copy of the response shall also be sent to the Senior Public Safety Department Manager.
- K. LEVEL 5 – Within fifteen (15) calendar days of the receipt of the answer at Level 4, the Union may, by written notice to Human Resources, request that the matter be submitted to arbitration. Mediation may be used by mutual agreement prior to filing for arbitration or after the grievance has been filed for arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) calendar days after notice is given, the arbitrator shall be selected by the American

Arbitration Association (AAA) in accordance with its rules, which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments or written supplements. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments or written supplements or to specify the terms of a new agreement or to substitute his/her discretion for that of the parties or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating to the parties without decision. The decision of the arbitrator shall be final and binding on all parties and they agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the College and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

All grievances not appealed to the AAA by the Union within twenty (20) calendar days after the receipt of the Level 4 answers shall be considered settled on the basis of the last answer. An extension will be granted if mutually agreed upon.

- L. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision of the College.
- M. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

ARTICLE 16

LEAVES OF ABSENCE

A. Personal Leave

1. At the discretion of the College, employees may be granted a personal leave of absence without pay for any purpose (including education) other than as defined in this article.
2. Written request for personal leave must be presented to the Senior Public Safety Department Manager thirty (30) calendar days in advance and shall include the reason for leave, effective dates and signatures of the employee and immediate supervisor. A written response from the department will be provided to the employee no later than seven (7) calendar days from receipt of the request.
3. Upon expiration of an approved personal leave of absence for up to one (1) calendar year, he/she shall be recalled to the first available open position for which he/she is qualified. An employee's recall rights shall be equivalent to his/her accrued seniority not to exceed two (2) calendar years. Thereafter, the College has no obligation to reinstate the employee.

B. Religious Leaves – Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays. Such leave may be granted only if the employee files written application with his/her immediate supervisor at least five (5) calendar days before such religious holiday. The parties acknowledge that this contract section is not intended to provide for recurring three-day leaves of absence.

In the event more applications for a specific date are received than can be accommodated, approval shall be granted according to the date the application is received. In the event of a tie, the employee with the most seniority will be given preference.

C. Jury Duty and Court Service: When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and he/she shall be given leave with pay.

When an employee is subpoenaed to serve as a witness in a court action involving the College or arising out of his/her employment (other than an action initiated by the employee), he/she shall be given a leave of absence with pay for the time required for such court appearance.

Leave with pay is only for time scheduled to work for the College. Should an employee be dismissed from jury duty/court service after serving less than half of their regularly scheduled work hours the employee will be expected to make-up the remaining work hours at a mutually agreed upon time. Any witness/juror fees received by the employee, for any regularly scheduled workday, shall be paid to the College.

- D. **Military Service:** When an employee who now or hereafter becomes a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve, is called to active duty during his/her regularly assigned work year, he/she shall be paid the difference between his/her straight time daily rate, exclusive of shift differential and the base pay and allowances of the State of Michigan or other governmental authority having charge of such service for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Human Resources a letter from his/her Commanding Officer stating the period of active duty and the allowance paid to the employee by the State of Michigan or other governmental authority, for such service. Such payment shall not be charged against the employee's leave allowance.
- E. **Accrual of Seniority While on Leave:** See Article 9, Section C.

ARTICLE 17

OCCURRENCE TIME

- A. **Occurrence Time:** Employees are granted eighty-eight (88) hours of occurrence time each year, which shall be applied to their occurrence bank on July 1st of each fiscal year. Employees scheduled to work 40 hours per week (full-time employees) are granted 116 hours of occurrence time annually.
- B. **New Hire Criteria:** Employees that hire in after July 15th of a fiscal year will have a pro-rated number of hours granted to their bank for the remainder of that fiscal year. A new hire who starts on or before the 15th of a month, shall receive credit for that month.
- C. **Remaining Balance at Fiscal Year End:** At the end of each fiscal year, hours that remain in the employees occurrence bank will be carried over into the following fiscal year.
- D. **Notice of Intent to take Time:** The employee is required to give at least twenty-four (24) hours advance notice when intending to take occurrence time, except in the case of an illness or emergency. In the event more requests for a specific day are received than can be accommodated, approval shall be granted according to the date the application is received. In the event of a tie, the employee with the most seniority will be given preference.
- E. **Termination of Employment:** Upon termination from the College, hours remaining in the occurrence time bank will be forfeited. Upon retirement, an employee will be paid for occurrence hours remaining in their bank, up to a maximum of one hundred and eighty (180) hours.

ARTICLE 18

HEALTH, DENTAL, VISION, LIFE BENEFITS

A. General Terms

1. Benefit Effective Date: Employees are eligible to receive health, dental, vision and life benefits the first of the month following the date of hire.
2. Termination of Benefit: The benefits listed in this article will cease at the end of the month following the employee's termination date. Hospitalization, medical, vision, and dental insurance may be extended through the utilization of COBRA, at the employee's expense. For example, an employee whose last day of work is the first day of the month (April 1, for example) would remain covered through April 30, but an employee whose last day of work is the last day of the month (April 30, for example) would be without coverage after April 30 unless he/she utilizes the provisions of COBRA to purchase extended coverage.
3. Payroll Deduction: Employees who elect to participate in the benefits listed within this article will be required to pay their portion of the premium through payroll deduction.
4. Benefit Eligibility Factor: Unless specified otherwise in this Agreement, the benefit eligibility factor (BEF) is used in calculating the portion of premium or cost paid for benefits by the less than full-time employee. The BEF is determined by using one of the following calculations:
 - a. Benefit Eligibility Factor as of the Effective Date of Hire: Because the less than full-time employee has not yet worked, the initial benefit eligibility factor is an estimate. This is determined by multiplying the number of hours per week the employee is scheduled to work by the number of weeks scheduled to work, and dividing the total by 2080 (the total number of hours a full-time employee works). This estimated benefit eligibility factor will continue to be used until the less than full-time employee has worked a full fiscal year.
 - b. Benefit Eligibility Factor for Employees with A Full Fiscal Year of Work Experience: The benefit eligibility factor for less than full-time employees is recalculated at the beginning of each fiscal year after a full fiscal year has been worked. This is determined by dividing the total number of hours actually worked during the previous fiscal year and dividing the total by 2080 (the total number of hours a full-time employee works). Therefore, the BEF for the period July 1, 2012 through June 30, 2013 is calculated using FY 11-12 actual hours worked (not scheduled hours) for employees who worked the full fiscal year 2011-12. The BEF is recalculated annually based on actual hours worked.

EXAMPLE:

As a less than full-time employee, you worked a total of 1352 hours between July 1, 2012 and June 30, 2013. The benefit eligibility factor is determined by dividing 1352 by 2080. Your benefit eligibility factor for the fiscal year beginning July 1, 2013 is 0.65.

5. Employee Premium Payments

- a. Life insurance is provided at no cost to employees working a minimum of thirty (30) hours a week, fifty-two (52) weeks a year.
- b. Dental and Vision benefits are provided at no cost to full-time employees. The cost for dental and vision for less than full-time employees is determined using the BEF. For example, an employee with a BEF of .65 would pay 35 per cent of the cost of vision and/or dental if he/she elects these benefits.
- c. The employee portion of premium or cost for health insurance for full-time employees is determined by Public Act 152. A less than full-time employee who elects coverage for him/herself and his/her eligible dependents must pay, in addition to the full-time employee premium contribution, a prorated amount of the College's premium contribution based on their benefit eligibility factor in effect at the time of application for the benefit, with the balance of the premium being paid by the College, as described below.

If an employee's BEF (percentage of full time hours worked) is .80 or greater, the employee is treated as a full-time employee and will not be required to pay anything in addition to the full-time premium.

If an employee's BEF is less than .80, their additional premium portion will be calculated as follows, $(.80 - \text{BEF}) \times \text{College's premium contribution}$.

Example of the additional premium calculation:

Part-time employee with single coverage

BEF = .70

Full-time employee bi-weekly premium contribution = \$102.91

College's bi-weekly premium contribution = \$211.54

Employee's **additional** bi-weekly premium calculation

$(.80 - .70) = .10$

$.10 \times \$211.54 = \21.15

Employee's **total** bi-weekly premium amount

$\$102.91 + \$21.15 = \mathbf{\$124.06}$

The less than full-time employee's portion of the premium will be adjusted at the beginning of each fiscal year if the benefit eligibility factor changes and/or when the premium rate changes for the rest of the bargaining unit. (See Section 4 above for benefit eligibility factor calculation rules).

- B. **Hospitalization and Medical Insurance:** Employees may choose one health insurance option from the cafeteria plan recommended by the Health Benefits Task Force. The cafeteria plan summary is contained in Appendix F.
- C. **Dental Insurance:** Effective January 1, 2013, the College will provide dental coverage for regularly assigned employees and their eligible dependents, up to age twenty five (25) as defined by the IRS. The dental plan provides one hundred percent (100%) coverage for preventative services and eighty percent (80%) coverage for specified services, up to a

maximum of one thousand dollars (\$1,000) per calendar year per person, with the exception of orthodontic services which is a maximum *lifetime* benefit of thirteen hundred dollars (\$1,300) for covered individual up to age nineteen (19).

- D. **Vision Insurance:** Effective January 1, 2013, the College will provide vision coverage for regularly assigned full-time employees and their eligible dependents, up to age twenty five (25) as defined by the IRS.
1. The College's Vision Reimbursement Plan (VRP) provides reimbursement for exam, lenses, frames or contacts up to a specified amount per eligible participant.
 2. The vision benefit plan year is January 1 through December 31.
 3. Participating employees and their eligible dependents are eligible for reimbursement once per calendar year.
- E. **Life and AD&D Insurance:** The College shall provide, without cost to each employee that works a minimum of thirty (30) hours a week, fifty-two (52) weeks a year, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$10,000 upon death and in the event of accidental death, a sum of \$20,000.
- F. **Flexible Spending Accounts:** All bargaining unit members are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account allows you to use pretax dollars to pay for health expenses not covered by another source, as defined by the IRS. You can use the Dependent Care Spending Account to pay for dependent care expenses on a tax-free basis. Funds forfeited by employees in their individual flexible spending accounts at year end will be utilized by the College to offset benefit costs in the subsequent year.
- G. **Supplemental Life and Disability:** All bargaining unit members are eligible to participate in the Supplemental Life and Supplemental Disability programs available.
1. **Supplemental Life Insurance:** Employees may purchase, at their expense and through payroll deduction, additional life insurance from the College vendor for life insurance. Terms and conditions of such supplemental life insurance are determined by the carrier.
 2. **Supplemental Disability Insurance:** Employees may purchase, at their expense and through payroll deduction, additional disability insurance from AFLAC. Terms and conditions of such supplemental disability insurance are determined by AFLAC. The College neither endorses nor recommends this supplemental insurance.
 3. **Disputes Related to Supplemental Insurances:** Any and all transactions and disputes concerning supplemental insurance are between the employee and the carrier and are not subject to the grievance process. Management representatives of the College have no obligation to assist employees in any way in connection with supplemental insurance.
- H. **Staff Health Benefits Task Force (SHBTF):** The Union may appoint one (1) representative to participate in a task force composed of representatives from all employee groups participating in the staff health insurance program recommended by the Health

Benefits Task Force in March of 2012 (HealthPlus cafeteria). The SHBTF will review utilization data and premium costs annually and will recommend plan modifications for adoption by the employee groups participating in the SHBTF. As part of its charge, the SHBTF will also make an annual recommendation concerning the method of premium payment under PA 152 (hard cap or 80/20).

The Union representative to the SHBTF will receive his/her regular pay when attending SHBTF meetings on scheduled work hours and this time is not charged against the 150 hour allocation of paid release time described in Article 7, Section C of this Agreement.

ARTICLE 19

EDUCATIONAL GRANT

In the absence of a state directive or prohibitive legislation, the Employer will provide an educational grant fund.

- A. The grant will be limited to an amount equivalent to tuition and related service fees for Mott College credit and non-credit courses for regularly assigned full-time employees, their spouse, and dependent children (up to age twenty-five [25]) as defined by the Internal Revenue code of the United States.
- B. Part-time employees shall receive the same benefit as full-time employees, except the amount of coverage will be pro-rated based on hours worked (using the BEF as described in Section A.4 of Article 18)..
- C. *Related Service Fees:* The educational grant does not cover the cost of books or materials. A comprehensive list of service fees that are covered by the grant can be obtained from the Accounting Office or can be accessed through both the Accounting and Human Resources web pages.
- D. *Verification of Status:* In order to provide verification of employee and dependency status (for purposes of State of Michigan audit and college record keeping) the employee shall process the grant through the Office of Human Resources by completing an Educational Grant Waiver & Information forms.
- E. *Changes in Employee Status:* Eligibility for tuition waiver is based on the employee's status at the time he/she enrolls in a class or course. For example, on May 1, a full-time employee enrolls in a Fall class scheduled to begin in September (four months after enrollment.) In July, the employee's status changes from full-time to part-time. The cost of the Fall class would be covered one hundred percent (100%) because the employee was full-time at the time of enrollment.
- F. *Repayment:* The employee is responsible for any charges for which a student is liable if they, their spouse, or dependent does not complete a credit class with a passing grade or if the class is dropped. (A passing grade is 1.0 or above, Audit, or Satisfactory.)
 - 1. If a passing grade is not received by the end of the semester in which the credit class is taken or at the time grades are assigned, the appropriate charges will be applied.
 - 2. The employee will also be responsible to repay any charges for non-credit courses under the same circumstances as if the employee were a paying customer. (For example, an employee registers for a Continuing Education class but never attends and does not drop before the deadline.)
 - 3. Payment to the College by the employee shall be by automatic payroll deduction of equal amounts each pay period over a period of twelve (12) months.
 - a. The College is specifically authorized to initiate payroll deductions once the charges have been recorded and the employee has been notified that the requirements of the Educational Grant have not been fulfilled.

- b. The employee may authorize a repayment period of less than twelve (12) months or may pay the full amount due in a single lump sum.
- c. If the repayment obligation has not been fulfilled at the time of the employee's separation from employment, the College is authorized to deduct the full remaining obligation from the employee's final paycheck.

Any remaining balance will be pursued through the College's normal accounts receivable and collections processes.

ARTICLE 20

COMPENSATION

- A. **Basic Rate:** Each employee shall be paid the straight hourly rate set forth in Appendix A for the classification that they are awarded.
- B. The pay rates in Appendix A include an increase to the prior pay scale equal to half of the savings from PA 152 changes effective 7/1/12 (hard cap per cent is 1.71% as endorsed by Board of Trustees at their March, 2012 meeting). The Union authorizes Management to increase this amount if additional funds can be identified and approved by Board.

In the event Exempt employees receive an across the board bonus or lump sum payment, unit members will receive the same bonus or lump sum prorated for part-time status employees based on Benefit Eligibility Factor (BEF).

The salary schedule in effect on 7/1/12 will remain in effect for the balance of the duration of this Agreement unless the Exempt pay scale is adjusted, in which case Appendix A will be adjusted upward or downward by the same percent as the Exempt pay scale is adjusted. In the event Exempt employees receive an across the board bonus or lump sum payment, unit members will receive the same bonus or lump sum prorated for part-time status employees based on Benefit Eligibility. The Employer will give written notice to the Union of a reduction in the pay scale prior to its implementation. This provision of linking Exempt and PSO wages expires on June 30, 2015.

- C. **Overtime Rate:** All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the basic hourly rate unless the employee makes an election to record these hours as compensatory time as outlined below.
- D. **Compensatory Time:** When an employee has worked in excess of forty (40) hours per week they may elect to have those hours reported and banked as compensatory time at the rate of one and one-half (1½) times. Employees may also elect to have any hours worked in excess of the regular schedule through 40 hours per week, reported and banked as compensatory time at the straight time rate. Employees may not accumulate a compensatory time bank to exceed eighty (80) total hours at any one time. The use of accrued compensatory time must be scheduled and have prior approval of the employee's immediate supervisor.
- E. **Schedule Approval:** All overtime or compensatory time worked must have prior approval of the employee's immediate supervisor.
- F. **Holiday Pay:** Employees will be paid time and a half when they work the following holidays: Martin Luther King day, Memorial day, Fourth of July, Labor day, Thanksgiving day, Christmas day, New Year's day. Holiday pay is paid for the twenty-four and a half (24 ½) hour period beginning at 6 a.m. on the holiday.
- G. **Possible Contingency Payment:** A proportional allocation of half of funds unspent in the General Fund (GF) contingency at year end will be distributed to the unit. The proportional allocation to the unit will be determined in relationship to total compensation. For example, if the PSO GF total compensation is 4 per cent of GF total compensation, then 4 per cent of half of the unspent contingency will be made available to the unit for distribution to

employees. Notice of the availability of funds will be provided to the Union no later than November 30. The Union will determine how the funds are allocated to individual employees but payments will only be made to individuals in the unit and active on the payroll as of December 1. Payments of less than \$40 per employee will not be distributed. Management does not anticipate, and the Union acknowledges, that is highly unlikely that any payment will be made under this section for the duration of the contract given the fiscal condition of the College.

ARTICLE 21

SUB CONTRACTING

The College reserves the right to subcontract any existing or new work after consultation with the Union and a minimum of ninety (90) calendar days written notice. When insufficient staff exists to cover temporary or special events, the ninety (90) calendar day notice provision does not apply.

ARTICLE 22

BULLETIN BOARDS

Bulletin Boards shall be erected in a conspicuous place in the Public Safety Office and in Building B in the Southern Lakes Center. Such boards shall be used for the purpose of posting notice of Union or College business or activities. In no case shall obscene or scurrilous printed or written matter or personal information be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

ARTICLE 23

EFFECT OF LEGISLATION

If any law enacted or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party upon notice to the other party may reopen negotiations for the invalidated portion. If an agreement cannot be reached within thirty (30) calendar days either party may submit the matter to mediation.

ARTICLE 24

STRIKES AND SANCTIONS

- A. Neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its employees take part in any strike or stoppage of work.
- B. The Union will not support the action of any employee taken in violation of Paragraph A nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited by Paragraph A.
- C. Violation of Paragraph A by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- D. The College, in the event of violation of Paragraphs A and B will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE 25

MISCELLANEOUS

- A. **Entire Agreement:** This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. **Notices:** All notices required to be given by this Agreement shall be sufficient if mailed to the College by ordinary mail addressed to the Senior Human Resources Manager at 1401 East Court Street, Flint, Michigan 48503 or to such other address as the College shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504 or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the College's Human Resources Office. Employees must notify the Human Resources Office and his/her immediate supervisor of any change of address and phone number within ten (10) calendar days of such change. If the employee does not do this, the College's obligation is fulfilled and shall not be a factor in a grievance.
- C. **Job Descriptions:** Job descriptions of all positions will be supplied to the Unit Chairperson upon request.

ARTICLE 26

TERMS OF AGREEMENT AND RE-OPENER

- A. This Agreement shall remain in full force and effect without change, addition or amendment from July 1, 2012 through June 30, 2015.
- B. Notice of intention to re-open this Agreement shall be given in writing by the party desiring to re-open the Agreement on or before March 15 during the last year of the contract and negotiations shall commence as soon thereafter as shall be feasible.
- C. Prior to the end of each contract year, the Union and Management have the option of opening negotiations solely for the purpose of considering:
 - 1. Whether to extend the contract one or more years; and
 - 2. To consider changes to health insurance recommended by the Health Benefits Task Force.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties. No departure from any provisions of this Agreement by either party or by their officers, agents or representatives or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

**CHARLES STEWART MOTT COMMUNITY COLLEGE
BOARD OF TRUSTEES**

By 
Its President

**CHARLES STEWART MOTT PUBLIC SAFETY OFFICER UNIT OF
Service Employees International Union
Local 517M**

By  10/5/12
Unit Chair

APPENDIX A

Public Safety Officer Wage Scale Fiscal Year 2012/2013

Step			Notes
0	1	2	

Public Safety Officer without Associate's Degree

Grade	Assignment				
1A	Public Safety Officer w/ out Assoc	\$9.61	\$9.88	\$10.20	Must complete 16 hours of First Aid & CPR training within 18 months.
1B	Dispatcher/Technician w/ out Assoc	\$11.75	\$12.22	\$12.71	Must have Associates within 16 consecutive semesters/sessions.
1C	Sworn Officer w/ out Assoc (includes 5 yr Sworn Officer w/ out Assoc)	\$14.95	\$14.95	\$14.95	Must have Associates within 16 consecutive semesters/sessions.

Public Safety Officer with Associate's Degree

Grade	Assignment				
2A	Public Safety Officer w/ Assoc	\$10.68	\$11.10	\$11.59	Must complete 16 hours of First Aid & CPR training within 18 months. Associates required for assignment.
2B	Dispatcher/Technician w/ Assoc	\$11.75	\$12.22	\$12.71	Associates required for assignment.
2C	Firefighter/EMT w/ Assoc	\$12.81	\$13.88	\$14.91	Associates required for assignment.
2E	Sworn Officer w/ Assoc	\$17.08	\$18.15	\$19.22	Associates required for assignment.

"Legacy" Group Employees (Employees Hired Before May 21, 2004)

Grade	Assignment				
3A	Public Safety Officer w/out Assoc			\$13.02	
3B	Public Safety Officer w/ Assoc			\$13.61	

- 1.71% increase over 2011/2012 salary schedule
- All increases are merit - employee must have satisfactory performance
- Any employee working 40 hours per week must have an Associate's degree
- Must work for College as PSO in current Grade for full year or two full years to receive step increase
- Dispatch Differential - a differential of \$0.50 will be paid to employees working as a Dispatcher

- A. **Dispatcher Differential:** Employees will be paid a fifty (50) cents per hour premium when working as a dispatcher, provided they have successfully completed a dispatch certification course approved by the College. The Senior Public Safety Department Manager has discretion in selecting Public Safety Officers for the Dispatcher position and training. If in the sole opinion of the Senior Public Safety Department Manager, there are two or more equally qualified candidates, the first chosen shall be the employee with the most seniority.

The Public Safety Department will cover the cost of the dispatch certification course for employees selected for this position. If the employee is scheduled to work his/her regular shift when attending a dispatch training session, the employee will be paid for that shift.

**Public Safety Officer Wage Scale
Fiscal Year 2013/2014**

Step			Notes
0	1	2	

Public Safety Officer without Associate's Degree

Grade	Assignment				
1A	Public Safety Officer w/ out Assoc	\$9.61	\$9.88	\$10.20	Must complete 16 hours of First Aid & CPR training within 18 months.
1B	Dispatcher/Technician w/ out Assoc	\$11.75	\$12.22	\$12.71	Must have Associates within 16 consecutive semesters/sessions.
1C	Sworn Officer w/ out Assoc (includes 5 yr Sworn Officer w/ out Assoc)	\$14.95	\$14.95	\$14.95	Must have Associates within 16 consecutive semesters/sessions.

Public Safety Officer with Associate's Degree

Grade	Assignment				
2A	Public Safety Officer w/ Assoc	\$10.68	\$11.10	\$11.59	Must complete 16 hours of First Aid & CPR training within 18 months. Associates required for assignment.
2B	Dispatcher/Technician w/ Assoc	\$11.75	\$12.22	\$12.71	Associates required for assignment.
2C	Firefighter/EMT w/ Assoc	\$12.81	\$13.88	\$14.91	Associates required for assignment.
2E	Sworn Officer w/ Assoc	\$17.08	\$18.15	\$19.22	Associates required for assignment.

"Legacy" Group Employees (Employees Hired Before May 21, 2004)

Grade	Assignment				
3A	Public Safety Officer w/out Assoc			\$13.02	
3B	Public Safety Officer w/ Assoc			\$13.61	

- 0% increase over 2012/2013 salary schedule
- All increases are merit - employee must have satisfactory performance
- Any employee working 40 hours per week must have an Associate's degree
- Must work for College as PSO in current Grade for full year or two full years to receive step increase
- Dispatch Differential - a differential of \$0.50 will be paid to employees working as a Dispatcher

- A. **Dispatcher Differential:** Employees will be paid a fifty (50) cents per hour premium when working as a dispatcher, provided they have successfully completed a dispatch certification course approved by the College. The Senior Public Safety Department Manager has discretion in selecting Public Safety Officers for the Dispatcher position and training. If in the sole opinion of the Senior Public Safety Department Manager, there are two or more equally qualified candidates, the first chosen shall be the employee with the most seniority.

The Public Safety Department will cover the cost of the dispatch certification course for employees selected for this position. If the employee is scheduled to work his/her regular shift when attending a dispatch training session, the employee will be paid for that shift.

APPENDIX B

Mott Community College / Public Safety Officers' Ground Rules for the Joint Labor Management Committee

1. Meetings

The 3rd Monday of each month from 10:00 a.m. – 12:00 p.m. will be held for potential monthly meetings.

- a. At the beginning of each meeting, a review of the previous meeting's decisions and/or minutes will occur.
- b. Human Resources will make arrangements for meeting rooms.
- c. All meetings will be held at the College unless otherwise notified.
- d. Meetings will begin and end on time and may be extended through a consensus decision.
- e. Everyone will act respectfully towards each other.
- f. Everyone is responsible for enforcing ground rules.
- g. Only one person from the group shall speak at a time.

2. Making Decisions

- a. Consensus: A consensus of the entire group present at any meeting will first be attempted, to see if everyone can live with the proposed decision. If that is not possible, decisions can be made over the dissent of a maximum of one person from each side present at the meeting. If more than one person from each side dissents, there is not a decision. (One person saying "no" does get paid attention to.)
- b. Decisions of the group will be supported by everyone in the group. No one person's opinion will be identified outside the group.
- c. Reconsider: Any decision may be reconsidered by consensus of the group.

3. Who attends Meetings

- a. Committee Membership: Committee membership will consist of up to five (5) representatives from each side. Membership will be determined by the respective parties.
- b. Quorum: A quorum is two (2) of the regular members from each side. The Unit Chair will inform the College 24 hours in advance if a local official's attendance is required for the quorum.
- c. Either side may bring in a resource person with the agreement of the whole group.

4. Cancellation of Meetings

- a. Except in an emergency, 24 hours notice will be given to cancel a meeting. The Unit Chair and the College's senior Human Resources manager will be the designated individuals to cancel meetings. Each side is responsible for notifying their own team members of the cancellation.

5. Recording

- a. A record may be kept on the flip chart and then transcribed of:
 - 1) Problem statements agreed to by the whole group
 - 2) Assignments made by the group
 - 3) Possible solutions
- b. Minutes will be distributed at the next meeting.

6. **Problem Statement and Resolution Sequence**
 - a. Statement of problem or issue by one side
 - b. Supporting data is given so the other side understands why it is a problem
 - c. Additional information needed: who will get it and when they will get it
 - d. Group statement of problem or issue and destination of issue
 - e. Brainstorming options for resolution or suggested solutions
 - f. Discussion of options and suggested solutions
 - g. Narrow down options to one or more and re-shape
 - h. Suggested resolution
 - i. Contract language or memorandum of understanding

7. **Caucus**
 - a. Anyone may call a caucus
 - b. Both sides will attempt to limit the number of caucuses
 - c. After the caucus, the side that caucused will report about the topic discussed

8. **Sharing of Information**
 - a. At the end of each meeting, the group will discuss what information each side is planning to give in confidence to the Local or the Administration or Board. The side that will be bringing issues to their constituency will discuss their approach to bringing the information and be open to input from the other side on how to present it.
 - b. Any statements issued to the media will be issued jointly.
 - c. Confidentiality. All discussions in negotiations will be confidential unless agreed otherwise, except as set out in sections a. and b., above. If a party needs to seek input from an outside person, they will discuss that ahead of time with the whole group.
 - d. Sharing ground rules. The ground rules may be shared with any group with the name of the institution and union removed.

9. **Agenda**
 - a. At the end of each meeting the agenda for the next meeting will be decided.

10. **Subcommittee roles**

The following guidelines will be used by subcommittees:

 - a. Subcommittees will be appointed or referred from the JLM.
 - b. The JLM will specify a date for a committee to give a progress report
 - c. Subcommittees will report
 1. summary of progress orally and/or
 2. information in written form
 - d. Subcommittees may not make decisions but will bring recommendations back to the whole group for approval.

11. Data

All relevant or available requested data including financial comparisons will be shared with the group as a whole. Data collection will be a shared responsibility.

12. Changing ground rules

Ground rules may be changed at any time by consensus of the group.

APPENDIX C

Mott Community College/Public Safety Officer's Bargaining Ground Rules

These ground rules are used in addition to/in conjunction with the Ground Rules for the JLM in Appendix B

Created 4/20/01
Modified 4/23/04

1. Bargaining Timeline

- a. The goal (which is not a firm date) is to finish bargaining by June 30 in the year the collective bargaining agreement expires.

2. Bargaining Meetings

- a. Meeting Location
 1. Human Resources will make arrangements for meeting rooms.
 2. All meetings will be held at the College unless otherwise notified.
- b. Meeting Schedule: The parties will determine a schedule of meetings.
 1. If a member must be absent from the meeting, he/she will notify Human Resources prior to the meeting.

3. Facilitation

- a. The group will determine whether and how the meeting sessions will be facilitated.

4. Recording

- a. Each side will take its own notes unless mutually agreed otherwise.

5. Information Outside Negotiation

- a. Confidentiality. All discussions in negotiations will be confidential unless agreed otherwise, except as set out in sections c. and d. below. If a party needs to seek input from an outside person, they will discuss that ahead of time with the whole group.
- b. Individual team members may not break confidentiality without expressed permission of their team members and prior discussion of the whole group.
- c. At the end of each session, the group will discuss what information each side is planning to give in confidence to the Local or the Administration or Board or publicly to their own constituents. The side that will be bringing issues to their constituency will discuss their approach to bringing the information and be open to input from the other side in how to present it.
- d. Any statements issued to the media will be issued jointly.
- e. The ground rules may be shared with any group.

6. Impasse

An impasse will be declared by consensus followed by a cooling off period. The group will decide where to go next, such as:

- a. an outside/different facilitator and/or mediator
- b. change process
- c. start over
- d. keep issues already resolved
- e. change process for remaining issues

Impasse under these rules is not impasse for purposes of PERA.

APPENDIX D
Guidelines for PSOs to Attend Police Academy

ELIGIBILITY

- 1) In order to be eligible to attend an appropriate Policy Academy, the applicant must have documentation on file of a passing score on all required entry examinations such as the Michigan Commission of Law Enforcement Standards (MCOLES) Reading and Writing pre-test, and current Physical Fitness Pre-Enrollment test. In addition, the applicant must successfully complete the College's established psychiatric psychological evaluation prior to attendance. The Physical Fitness test must be taken no sooner than 180 days before the beginning of the training academy session. Proof of passing and completion of the above items must be submitted to the Director of Safety before an applicant may be considered to attend the Academy.

- 2) Employees may be selected to attend the Academy at the discretion of management (both whether they will be considered to attend and the number attending per year, if any).

SCHEDULE

Academy sessions are typically offered twice per year. Training is conducted Monday through Friday with classes beginning at 7:00 a.m. Each session is seventeen (17) weeks in duration.

TUITION AND FEES

The College will reimburse the employee for the cost of the Reading and Writing pre-test, and the cost for the Physical Fitness Pre-Enrollment test after submission of proof of payment and successful completion of the tests. There is no cost to the employee for the psychological evaluation.

Mott Community College will pay the tuition or cost, however if the employee quits the Academy prior to successful completion, he/she must re-pay the College through payroll deduction.

COMMITMENT

Each employee that successfully completes the Academy must commit to work for Mott Community College for two years following the completion of the Academy. If the employee leaves the College for any reason (either voluntarily or involuntarily) he/she must re-pay the College the full cost for the Academy tuition.

ADDITIONAL INFORMATION

Information regarding scheduling the Reading and Writing pre-test and the Physical Fitness Pre-Enrollment test can be found at: www.michigan.gov/mcoles/

APPENDIX E
Dispatcher/Technician Qualifications

ELIGIBILITY

1. In order to be eligible to apply for the Dispatcher/Technician position, the applicant must be able to attend and pass both an evidence technician and property room management school and must possess an Associates degree.
2. Employees that are in the Dispatcher/Technician position will be required to attend periodic training as required by management. Failure to attend or failure to pass the courses will cause the employee to no longer meet qualifications for this position.
3. Employees will be selected to attend the Dispatcher/Technician training at the discretion of management (both whether they will be considered to attend and the number attending per year, if any).

COST

Mott Community College will pay for the cost of evidence technician and property room management training, however if the employee quits the class prior to successful completion, he/she must re-pay the College through payroll deduction.

COMMITMENT

Each employee that successfully completes the class must commit to work for Mott Community College for two years following the completion of the training. If the employee leaves the College for any reason (either voluntarily or involuntarily) he/she must re-pay the College the full cost for the course tuition.

APPENDIX F

MCC Staff Medical Plan Comparison Effective 7/1/12 - 6/30/13

	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5	PLAN 6	PLAN 7
A. Maximum Plan Expenses	PPO CONVENTIONAL	PPO CONVENTIONAL	PPO HIGH DEDUCTIBLE (HSA ELIGIBLE)	PPO HIGH DEDUCTIBLE (HSA ELIGIBLE)	PPO CONVENTIONAL	PPO HIGH DEDUCTIBLE (HSA ELIGIBLE)	PPO CONVENTIONAL
B. Copayment Percentage	0%	10%	0%	20%	0%	0%	0%
C. Copayment Amount	\$0	\$1,000	\$0	\$1,200	\$0	\$1,200	\$0
D. Deductible - Individual	\$0	\$1,000	\$1,200	\$1,200	\$0	\$1,200	\$0
E. Deductible - 2 Person/Family	\$0	\$1,000 ^a	\$1,200 ^b	\$1,200 ^b	\$0	\$1,200 ^b	\$1,000 ^d
F. Post-Deductible Max - Individual	\$0	\$1,000	\$1,000	\$1,000	\$0	\$1,000	\$0
G. Post-Deductible Max - 2 Person/Family	\$0	\$2,000	\$2,000	\$2,000	\$0	\$2,000	\$0
H. Office Visit Copay	\$0	\$15	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
I. Specialist Copay	\$0	\$30	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
J. Urgent Care Copay	\$0	\$25	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
K. ER Copay	\$0	\$25	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
L. Outpatient Benefit	\$0/20 Years \$0/20 Years \$0/20 Years	\$0/20 Years \$0/20 Years \$0/20 Years	\$0/20 Years \$0/20 Years \$0/20 Years	\$0/20 Years \$0/20 Years \$0/20 Years	\$0/20 Years \$0/20 Years \$0/20 Years	\$0/20 Years \$0/20 Years \$0/20 Years	\$0/20 Years \$0/20 Years \$0/20 Years
M. Maternity Benefit % Coverage	100%	100%	No Coverage	No Coverage	No Coverage	No Coverage	100%
N. Private Duty Nursing Benefit % Coverage	100%	100%	Cost/Day Apply	Cost/Day Apply	No Coverage	No Coverage	100%
O. Genetic Test Copay	\$0	\$15	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
P. Preferred Brand Items Ex Copay	\$0	\$0	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
Q. Non-Preferred Brand Items Ex Copay	\$0	\$0	\$0 After Ded.	\$0 After Ded.	\$0	\$0 After Ded.	\$0
R. Out of Network Rate per Month	\$483.31	\$484.49	\$500.07	\$477.84	\$483.31	\$483.31	\$571.97
S. Total Person Rate per Month	\$1,302.03	\$972.90	\$1,002.33	\$895.71	\$988.42	\$987.36	\$1,344.74
T. Full Family Rate per Month	\$1,828.08	\$1,338.75	\$1,369.42	\$1,221.40	\$1,342.38	\$1,342.38	\$1,843.36
U. Cost Share - Limited Cost-Share/Eligible	Employee	Employee	Employee	Employee	Employee	Employee	Employee
V. Cost Share per Pct - One Person	\$211.54	\$211.54	\$211.54	\$204.70	\$211.54	\$211.54	\$211.54
W. Cost Share per Pct - Two Person	\$423.08	\$423.08	\$423.08	\$413.40	\$423.08	\$423.08	\$423.08
X. Cost Share per Pct - Full Family	\$576.82	\$576.82	\$576.82	\$563.71	\$576.82	\$576.82	\$576.82

DISCLAIMER: This document is a summary of certain plan features. It should not be interpreted as a complete comparison of the products represented. Because the plan's premium rates are less than the Ford Cap Insurance, the plan will automatically enroll with an HSA portability funded by MCC. The difference between the Ford cap insurance and the premium amount will be placed in an HSA for the employee. The employee can opt to terminate their own dollars as well.

^a The individual maximum deductible applies to each person covered under the plan to a total deductible maximum of \$1,000.

^b One person share can satisfy the full family deductible amount.

^c Copay do not apply to Deductible or Coinsurance.

^d The individual maximum deductible applies to each person covered under the plan to a total deductible maximum of \$1,000.