

AGREEMENT
BETWEEN
WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES
AND
WASHTENAW COMMUNITY COLLEGE
A.F.S.C.M.E. LOCAL 1921
2023-2026

Including Revised Appendix D



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AGREEMENT

THIS AGREEMENT entered into on this fourteenth (14th) day of June 14, 2023 between the WASHTENAW COMMUNITY COLLEGE (hereinafter referred to as the "College") and WASHTENAW COMMUNITY COLLEGE A.F.S.C.M.E. LOCAL 1921, affiliated with Council #25, A.F.S.C.M.E., AFL-C IO (hereinafter referred to as the "Union").

NOTE: The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the College's success in establishing a proper service to the community.

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

ARTICLE 1. RECOGNITION, RIGHTS, & GUARANTEES

Section 1.1 Entire Agreement Clause

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment, or letter of agreement, to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement.
- D. All proposed supplemental agreements shall be subject to Good Faith negotiations between the College and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

Section 1.2 Recognition - Employees Covered

Pursuant to Public Employment Relations Act (PERA), Act No. 379 of 1965 (Act), as amended by Act No. 349 of 2012, a "public employee," as that term is defined by Section 1(e) of the Act shall have the right to do or not do any of the following activities:

- Organize together or form, join, or assist in labor organizations;
- Engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection;
- Negotiate or bargain collectively with their public Colleges through representatives of their own free choice.

Pursuant to and in accordance with all applicable provisions of the Public Acts the College does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all employees of the College included in the bargaining unit described below:

All full time and part time custodial and maintenance employees who work twenty (20) hours or more a week on a regular basis; excluding supervisors and all other employees of the College.

Section 1.3 Successor Clause

This Agreement shall be binding upon the Employer's successor, assignees, or transferees, whether such succession, assignment, or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, the Agreement shall be binding upon the merged or consolidated employer.

Section 1.4 Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 1.5 Union Rights

- A. The membership shall have the right to use College buildings for business meetings.
- B. The membership shall have the right to use College equipment and supplies for Union business. The Union shall reimburse the College for all expendable supplies.
- C. The chairman and steward shall have access to public information concerning the financial resources of the College, adopted budget, salaries and any such other public information as it may reasonably require for purposes of negotiating and settling misunderstandings and grievances.
- D. The College will provide space for a file cabinet to be located in the Plant Operations Building, or a mutually agreeable space in another building.
- E. Access to Personnel Files. Each unit employee will have a personnel file in the Office of Human Resource Management. Only this file will be considered as the official personnel file for the member. No memorandum, letter of warning, or reprimand reflecting negatively on an employee's behavior or work performance shall be placed in an employees' official personnel file unless she or he has had an opportunity to examine it and has been offered an opportunity to submit a written response. An employee may have a representative present during review of her or his personnel file.

Section 1.6 Aid to Other Unions

The College will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 1.7 No Strike Clause

The Union shall not engage in, assist or promote any strike, work stoppage or any slowdown during the life of this Agreement.

Section 1.8 Stewards and Alternate Stewards

- A. There shall be one (1) Chief Steward and one (1) Steward for day shift, and one (1) Steward for the evening shift. There shall be one (1) Alternate Steward. The Alternate Steward can replace any Steward.
- B. The Union shall have a maximum of three-hundred and sixty (360) hours of release time per the life of the Agreement for the purpose of investigation and presentation of grievances, negotiation preps, meetings with Council 25, etc. at each step of the grievance procedure. The maximum release time for any one (1) grievance shall be one (1) hour at each step of the grievance. The Union shall be charged release time for each of the Stewards or Alternates involved in the processing of a grievance. The Steward or Alternate Steward must notify her or his immediate supervisor prior to leaving her or his workstation to investigate or present grievances.

Section 1.9 Subcontracts

The College agrees that subcontracting shall not be used for the purpose of:

- A. Demoting, laying off, or causing the loss of wages or benefits of any bargaining unit employee.
- B. Reducing the number of positions to less than fifty-five (55).

ARTICLE 2. FREEDOM TO WORK

Section 2.1 Union Membership

- A. Employees covered by this Agreement are not required to join the Union as a condition of employment in accordance with applicable state law. An employee who is or becomes a member of the Union may resign such membership at any time, in accordance with law.

A unit employee may authorize the College to deduct Union dues, and assessments and contributions as determined by the Union. He or she shall do so by completing and signing a form supplied by the College. The employee may revoke said authorization, in writing pursuant to current law. Monthly payroll deduction shall begin with the last pay in September. With respect to all sums deducted by the College pursuant to the authorization of the employee, the College agrees to promptly remit said sums upon direction of the Union. The Union agrees to save and hold harmless the College from all legal costs, salary payments, or other financial liability incurred as a result of the application of this Section.

- B. In order that new members may be made familiar with this agreement and the rights and responsibilities provided by its terms and conditions, the College will allow the appropriate Union President or designee to meet with the bargaining unit members immediately following the College's New Employee Orientation for up to thirty (30) minutes in a mutually agreed upon location.

ARTICLE 3. SPECIAL CONFERENCE & HEALTH/SAFETY COMMITTEE

Section 3.1 Special Conference

- A. Special conferences for important matters may be arranged between the local President and the College or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the College. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The employees of the bargaining unit shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B. The Union representative may meet at a place designated by the employee on the College's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the College for which a written request has been made.
- C. A special conference shall be held between the Union representatives and representatives of the College quarterly to discuss contract implementation.

Section 3.2 Health and Safety Committee

One (1) member of the Union shall serve on the All-College Michigan Occupational Safety and Health Act Committee. The Committee will be convened during regular working hours and will meet monthly. Training programs will be provided for members of the Union concerning health and safety on the job, during regular working hours with no loss of pay.

ARTICLE 4. GRIEVANCE PROCEDURE

Section 4.1 Grievance Definition

A grievance is an alleged violation of an article or section of this Agreement or of any rule or regulation. A seniority employee shall have the right to grieve any reprimand or disciplinary action. Nothing contained herein will be construed as limiting the right of any seniority employee having a grievance to discuss the matter informally without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement. Written notice will be given to the Union at least forty-eight (48) hours prior to any and all grievances hearings. The Union shall have the right to attend all such hearings. For the purpose of this Grievance Procedure only, the term "calendar days" does not include holidays nor days the College is closed.

Section 4.2 Grievance Procedure

Section 4.2.1 Verbal

Within ten (10) calendar days of the time a grievance arises, the seniority employee either directly or accompanied by a Union Representative, will present the grievance to her or his supervisor. Within five (5) calendar days after presentation of the grievance, the supervisor shall give her or his answer verbally to the seniority employee or to the Union Representative if the seniority employee is not available.

Section 4.2.2 Step One

- A. If the grievance is not resolved in 4.2.1, then within five (5) calendar days of receipt of the verbal answer, the grievance must be stated in writing, signed by the grievant, and submitted to the Vice President of Facilities, Grounds and Campus Safety.
- B. The "Statement of Grievance" shall name the unit employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference each provision of this Agreement alleged to be violated, shall state the contention of the unit employee and of the Union with respect to these provisions, and shall indicate the specific relief requested.
- C. Within five (5) calendar days after receiving the grievance, the Vice President of Facilities, Grounds and Campus Safety shall communicate her or his answer in writing to the grievant and to the Union.

Section 4.2.3 Step Two

- A. If the grievance is not resolved in Step One, the grievant shall, within ten (10) calendar days of receipt of the Step One answer, request a meeting with the Vice President of Human Resources or her or his designee, to discuss the grievance. The meeting shall be scheduled expeditiously, and shall occur not later than fourteen (14) calendar days from the date of the request.
- B. The Vice President of Human Resources, or her or his designated representative, shall give the Union an answer no later than fourteen (14) calendar days after the step two meeting.

Section 4.3 Arbitration

Section 4.3.1 Time Limit

Within thirty (30) calendar days after receipt of the Step Two decision, the Union, upon written notice to the Vice President of Human Resources, may submit the grievance to arbitration before one of these three arbitrators; chosen at random.

- Mark Glazer
- David Wells
- Patrick McDonald

Section 4.3.2 Powers of the Arbitrator

It shall be the function of the Arbitrator, except as limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement and any rules or regulations.

- A. The Arbitrator shall not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. The Arbitrator shall not require either party to commit an act that is contrary to law.
- C. The fees and expenses of the Arbitrator shall be shared equally by the College and the Union.
- D. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.
- E. The Arbitrator shall not have the power to award punitive damages.
- F. There shall be no appeal from the Arbitrator's decision if within the scope of her or his authority as set forth above. It shall be final and binding on the Union, the employee or employees involved, and the Board. The Union, the Board, and its agents shall not encourage or cooperate with any appeal of an arbitrator's decision to any court or labor board; nor shall the Union or the Board attempt to bring about by any other means the settlement of any grievance; nor shall the Union or the Board appeal any decision of any court or labor board to an Arbitrator under this procedure.

Section 4.4 Grievance Appearance and Representation

- A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- B. The Board and the Union are responsible for the payment of their own representatives and witnesses involved in any grievance and/or arbitration meeting.
- C. If the grievance arises from an action of authority higher than the immediate supervisor, the employee may present such grievance at Step Two of this procedure. This is also true if, in the judgment of the Union, a grievance affects a group or class of employees.
- D. No reprisals of any kind will be taken by the Board or its agents against any aggrieved person, any party in interest, or any Union Representative, or any other participant in the grievance procedure by reason of such participation.
- E. An employee may be represented at all stages of the grievance procedure by herself or himself, or at his or her option, by a Union Representative.

Section 4.5 Grievance Time Limits

- A. Time limits provided in the Agreement may be extended by mutual agreement when signed by parties.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the next step of this procedure.
- C. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Board's agent's answer at the previous step.

ARTICLE 5. DISCHARGE & DISCIPLINE

Section 5.1 Discharge and Discipline

Section 5.1.1 Notice of Discharge or Suspension

The College agrees promptly upon the discharge or suspension of an employee to notify in writing the Union Steward.

The discharged or suspended employee will be allowed to meet with the Union Steward and the College will make available an area where she or he may do so before she or he is required to leave the property of the College. Upon request, a College representative will discuss the discharge or suspension with the employee and the Steward. All other disciplinary actions shall be subject to the grievance procedure.

All discipline shall be presented to the employee by the Employer within five (5) regularly scheduled workdays when both the employee and the employee's supervisor are present after the supervisor receives evidence of the infraction.

Section 5.1.2 Appeal of Discharge

Should the discharged employee or the steward consider the discharge to be improper, a complaint shall be presented, in writing, through the Steward to the Vice President for Human Resources within two (2) regularly scheduled working days of the discharge. The Vice President of Human Resources, or her or his designated representative, will review the discharge and give her or his answer in writing three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the final step of the grievance procedure.

Section 5.1.3 Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any minor infraction which occurred more than (whichever is greater) three hundred and sixty (360) days worked or twelve (12) calendar months previously, nor impose discipline on an employee for falsification of her or his employment application after a period of twelve (12) calendar months from date of hire.

Section 5.2 Progressive Discipline

Progressive discipline, for the purpose of this Agreement, and except as otherwise set forth (i.e. Uniforms), shall be defined as: disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of a verbal reprimand and a written reprimand prior to suspensions and/or termination.

ARTICLE 6. SENIORITY & SHIFT PREFERENCE

Section 6.1 Seniority - (Probationary Employees)

- A. New employees hired in the unit shall be considered as probationary employees for the first one-hundred and twenty (120) days worked of employment which excludes holidays, and days the College is closed. The one-hundred and twenty (120) days worked probationary period shall be accumulated within not more than two-hundred and forty (240) calendar days.

Upon successful completion of the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the employee's first day of work ("date of hire"). If two employees start work on the same day at the same time, the employee who accepted the employment offer first shall be the senior employee. There shall be no seniority among probationary employees.

- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1.00 of this Agreement except discharge and discipline for other than Union activity.
- C. Seniority shall be on a College-wide basis, in accordance with the employee's last date of hire for the purpose of computing all benefits. In case of layoff, the layoff procedure shall apply.
- D. Probationary employees shall not be eligible for overtime unless all full time unit members in the Operational Organization have refused or are unavailable.
- E. New employees will be hired at \$1.00 below the applicable job rate until the probationary period is completed.

Section 6.2 Seniority Lists

- A. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- B. The College will keep the seniority list up-to-date at all times and will provide the Union Steward with up-to-date copies at least every ninety (90) days.

Section 6.3 Loss of Seniority

An employee shall lose her or his seniority for the following reasons:

- A. She or he quits or retires.
- B. She or he is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. She or he is absent for three (3) consecutive working days without notifying her or his immediate supervisor. After such absence, the College will send written notification to the employee at her or his last known address that she or he has lost her or his seniority, and her or his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If she or he does not return to work when recalled from layoff as set forth in the recall procedure.
- E. If an employee fails to return from short-term personal illness, leaves of absence, or at the conclusion of any approved leave, she or he shall lose her or his seniority and her or his employment shall be terminated.

Section 6.4 Shift Preference

Department shall be defined as those employees assigned to the same Operational Organization. Presently, the departments are:

- Building Maintenance
- Building Services
- Campus Safety
- Campus Services
- Design & Construction
- Grounds
- Mechanical and Electrical Systems
- Recycling

All shifts, bargaining-unit wide will be posted up to twice a year. Shift preference among employees with the same job title in the same Department will be posted for a minimum of five (5) calendar days, four (4) weeks before the starting date. New shifts will be posted by the time clocks at Plant Operations and LA Dock two (2) weeks prior to shift start date. New shifts, including work locations, will begin the first pay period of September and May, except that the new shifts for the Grounds Maintenance Department will begin the first pay period of April and November. If no employee requests available shifts (as defined in Article 13.1), management will make assignments starting with the employee with the least seniority in the job title in the same Department.

Any employee who is on a leave of absence during the posting period i.e., short term personal illness, worker's compensation, etc. shall have the ability to notify the College in writing of her or his shift preference, prior to the four (4) weeks posting date.

Section 6.5 Seniority of Stewards

Notwithstanding their position on the seniority list, stewards and bargaining chairperson shall, in the event of a layoff of any type, be continued at work as long as there is a job in the College which they can perform and shall be recalled to work in the event of a layoff on the first open job in the College which they can perform.

Section 6.6 Vacancy Assignment

When a permanent vacancy is created by an employee leaving College employment, the newly vacated position, including shift and work location, will be posted by the time clock in the affected department for a minimum of seven (7) calendar days. Existing employees of the same classification who are interested in moving to the posted vacancy may enter a bid for reassignment. From the employees who bid on the position and have no current corrective action in their file, the College shall make a change in assignment for the employee with the highest seniority.

ARTICLE 7. LAYOFF AND RECALL PROCEDURE

Section 7.1 Layoff Procedure

- A. The word layoff means a reduction in the working force due to a decrease of work or financial and budgetary considerations.
- B. If it becomes necessary for a layoff, the following procedure is mandatory:
 1. Non-union temporary, seasonal, and part time employees will be laid off first.
 2. Probationary employees will be laid off second.

3. Part time employees shall be laid off third on the basis of seniority.
 4. Full time employees will be laid off on the basis of seniority last.
- C. In case of Layoff, employees in skilled classifications may exercise their seniority to replace employees with less seniority in maintenance and custodial classifications.
- D. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 7.2 Recall Procedure

Seniority employees shall be recalled in reverse order of layoff as defined in the layoff procedure. Notice of recall shall be sent to the employee at her or his last known address by registered or certified mail. If an employee fails to report for work within fifteen (15) calendar days from date of mailing of notice of recall, she or he shall be considered a quit.

ARTICLE 8. PROMOTIONS, SUBSTITUTE & PART TIME EMPLOYEES

Section 8.1 Promotions (New and Vacant Positions)

- A. New positions and vacated positions which the College wishes to fill shall be posted via Office of Human Resource Management employment web posting and notification electronically sent to the Local President, and bargaining chairperson chief steward. Positions shall remain posted for seven (7) consecutive calendar days. Only those who apply online through the Office of Human Resource Management job posting system within the posting period will be considered. Each posting shall include the position's major duties and the minimum qualifications for the job. Employees who have applied for a posted position shall be notified of the disposition of their applications within fourteen (14) calendar days following the conclusion of the posting period.

From among the employees who apply and meet the minimum qualifications, the College shall make a selection and grant one (1) employee a trial period. The selection shall be made on the basis of qualifications and experience. If two or more employees possess relatively equal qualifications and experience, the most senior employee applicant will be granted the position. The employee selected to fill the position shall be granted up to a sixty (60) days worked trial period/Energy Center employee one-hundred twenty (120) days worked trial period to demonstrate her or his ability to perform the work. Trial-period employees are not eligible for overtime unless all full time unit members in the Operational Organization have refused or are unavailable. Trial period employees are also not eligible for other job openings during the trial period.

The College shall have the right to disqualify the employee at any time during the trial period. At the time the employee is disqualified the supervisor shall discuss the reasons with the employee. The employee may elect to have her or his steward present at the discussion. Should management exercise this right the employee shall be guaranteed a position in her or his former classification.

- B. During the trial period, the employee shall have the opportunity to revert back to her or his former classification, but shall not be eligible for promotion for a period of six months.
- C. During the trial period, employees will receive the rate of the job they are performing.
- D. Trial and probationary periods will run concurrently.
- E. Employees required to work in a higher classification shall be paid the rate of the higher classification for more than four (4) consecutive hours.

- F. It may occasionally be necessary to ask unit employees to temporarily assume responsibilities which normally would be assigned to a supervisor. When such temporary measures are necessary the College will pay an additional one dollar and fifty cents (\$1.50) an hour increment for that period of time in which the employee is required to assume this responsibility. Pay shall be a minimum of four (4) hours.
- G. Employees who have received a suspension within the last 12 months are not eligible for consideration for promotion.

Section 8.2 Sub Positions

The purpose of these positions are to assist any department when needed due to:

1. An approved leave of absence under section 10 of the collective bargaining agreement or;
2. Any approved absence of 30 calendar days or more.

These positions will be filled in accordance with section 8.1 A above. The substitute will receive training in the vacated position, including all job duties in the job description. The assistance, if needed, will not exceed 20 hours per week. During the time the employees are being trained and any time that the employees are working in the new classification they will be paid at the applicable pay grade.

This substitute position will remain in effect until the substitute employee(s):

1. Obtain a full-time position in a classification other than their original position, or;
2. Request to no longer participate in the substitute position, or;
3. The Manager determines that the employee is disqualified from the position, or;.
4. The employee on the leave of absence returns to work.

The employee(s) will return to their original classification if either they opt to no longer participate in the substitute position or if the manager finds they are disqualified.

Section 8.3 Non Discrimination

The Board and the Union shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the Union. The Board and Union shall not discriminate in respect to any terms or conditions of employment of any employee covered by this Agreement because of membership in, non-membership in, or lawful activity on behalf of the Union. The Board and the Union further agree that there shall be no discrimination in the application or administration of this Agreement on any basis made illegal by applicable law or contrary to written and published Board policy.

Section 8.4 Interim, Seasonal, Casual Part Time, and Permanent Part Time Employees

The following provisions stipulate the circumstances under which the College may hire interim, seasonal, and non-unit employees.

- A. No employee or group of employees who are not full-time employees of the College may be given wages or other benefits superior to wages or benefits that they would have received as full-time bargaining unit employees for the same or equal work.
- B. Seasonal employees shall be hired to assist in the Grounds Department only.
- C. Seasonal, Casual Part-Time, and Interim (non-unit) employees are not covered by any provisions of this Agreement, and serve at-will.
- D. It is not the College's intent to utilize seasonal employees or interim employees to circumvent the hiring of regular employees.
- E. Vacancies caused by an approved leave of absence, illness, transfer, personal leave, jury duty, posted new positions, transfer/promotion to temporary assignments, resignation, or death of incumbent employees, etc., may be filled by interim employees. Interim employees shall have a comparable skill level for the position.

Employees hired to fill such vacancies shall not be covered by the terms and conditions of this Agreement except for rates of pay.

In the event the employee on leave does not return, such positions shall then be posted, according to the provisions of this Agreement.

Bargaining unit employees filling such positions on an interim assignment will be covered by all terms and conditions of this Agreement.

Section 8.4.1 Definition of Employee Categories

Casual Part-Time employees are defined as those employees who are assigned to work less than twenty (20) hours per week. Casual Part time employees shall be kept to a minimum. The College retains the right to employ casual part time employees on an emergency basis or to fit necessary work schedules.

Permanent Part-Time employees who work twenty (20) hours or more on a regular basis are covered by this Agreement.

Seasonal employees are defined as those Grounds Maintenance employees who are assigned seasonal work less than twenty nine (29) hours per week no more than one hundred twenty (120) days each calendar year.

Interim employees are defined as those employees who are assigned to work in a temporary capacity.

When an interim assignment of greater than 30 days becomes available, bargaining unit employees may request to work in such interim assignment. The interim assignment shall be granted to one bargaining unit employee within that job classification based upon seniority. This provision will only allow one interim vacancy to be filled by a bargaining unit employee. Any additional vacancies created by the movement of the bargaining unit employee will be filled by interim employees as defined by the collective bargaining agreement.

ARTICLE 9. VETERANS

Section 9.1 Veterans - Rights

The employment and re-employment rights of veterans will be in accordance with all applicable laws and regulations.

ARTICLE 10. LEAVES

Section 10.1 Funeral Leave

An employee shall be allowed five (5) days of funeral leave with pay for the death of a spouse, mother, father, brother, sister, son or daughter. The five (5) funeral leave days shall be used on consecutive workdays.

An employee shall be allowed, regardless of shift, up to five (5) consecutive working days with pay (at the employee's discretion) funeral leave for the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, uncle, or a member of the employee's household for the purpose of attending/traveling to the funeral or making necessary arrangements. Upon request, the employee shall provide documentation from the funeral home verifying the relationship to the employee of the deceased and date of funeral.

An employee may be allowed one (1) day of funeral leave with pay on the date of the funeral to attend the funeral of the employee's niece or nephew. Upon request the employee shall provide documentation from the funeral home verifying the relationship to the employee of the deceased and date of funeral.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay. The bargaining chairperson or her or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Union, who is a member of the College, for the exclusive purpose of attending the funeral.

Employees may request use of other leave time in connection with funeral leave.

Section 10.2 Jury Duty

An employee who serves on jury duty or is subpoenaed as a witness in a court case will continue to receive her or his regular pay from the College. All pay received by the employee for jury duty will be turned over to the College, except the employee shall retain monies received from the court for mileage.

Section 10.3 Sick Bank/Short Term Personal Illness

The primary purpose of the sick bank is to protect an association member's earning power during periods of unavoidable absence due to her or his medical incapacity to perform the responsibilities of her or his job.

- A. The Board shall establish a sick bank on the effective date of this Master Agreement and annually thereafter by applying the following formula. Days in the bank shall be computed by multiplying twenty-four (24) hours times the number of members of the bargaining unit as of the effective date of this Master Agreement. Sick bank days shall be accumulated during the life of this Master Agreement.
- B. Upon application for sick bank days, qualifications for use of the sick bank shall be governed by the following:
 - 1. Member must be absent fifteen (15) consecutive working days. If the association member does not have fifteen (15) reserve days available, PTO time shall be substituted to keep the association member in a pay status.
 - 2. Sick bank days may begin after a minimum of fifteen (15) consecutive workdays of illness and the association member may receive sick bank days, if available, for each working day until ninety (90) calendar days have elapsed and the LTD is applicable.
 - 3. The member must have completed one (1) full calendar year of employment within the bargaining unit.
 - 4. A member may only access the sick bank once in a fiscal year. Additional access may be approved on a case-by-case basis.
 - 5. The College may request a second medical opinion at its expense.
- C. In the event that there is an increase or decrease in the membership of the unit, the sick bank days shall be adjusted proportionally.
- D. The College will make available upon request, sick bank activity including beginning balance, addition/deletion of hours based on unit employees, and usage, to the Union President and Chief Steward.
- E. The member's health, dental, and life insurance coverage will be continued by the College while on short-term personal illness leave (Sick Bank).

Section 10.4 Leaves of Absence

Leaves of Absence may be granted for the following reasons. Any employee who fails to return to work at the conclusion of any of the following leaves shall lose her or his seniority and her or his employment shall be terminated. Such leaves may be extended for like cause.

- A. FMLA-Family Medical Leave Act
- B. Medical/Disability Leave
- C. Prolonged Illness in Immediate Family
- D. Public Service
- E. Union Business
- F. Education
- G. Mutual Consent

Employees shall accrue seniority while on any Leave of Absence granted by the provision of this Agreement, and shall be returned to the position they held at the time the Leave of Absence was granted, or to a position to which her or his seniority entitles her or him.

A. Family and Medical Leave

An employee who has worked for the College for at least one (1) year and has provided at least 1,250 hours of service during the prior twelve (12) months, may be granted an unpaid family or medical leave of absence for a specified period not to exceed twelve (12) weeks (or twenty-six (26) weeks under subparagraph c, below).

1. Leaves under this provision may be for the employee's serious health condition, as allowed by the Family and Medical Leave Act (the "FMLA"), provided the applicable need is made known to the College in accordance with the provisions of this Article and the FMLA, is supported by a proper doctor's certificate and, as requested, FMLA medical certification showing the nature of the illness and the estimated length of time the employee will be unable to perform her/his job. The College may require second and third opinions, as allowed by the FMLA.
2. The leave of up to twelve (12) weeks may also be: to care for a family member with a serious health condition; to care for a newly born child or a child newly adopted by the employee or under foster care by the employee within one (1) year of the placement; or for qualifying exigencies, as defined by the FMLA, related to the employee's spouse, son, daughter or parent who is a military member on covered active duty (or has been notified of an impending call or order) to covered active duty status to a foreign country, as provided for by the FMLA.
3. An eligible employee is also entitled up to twenty-six (26) weeks of leave during a 12 month period to care for a covered military service member or veteran who is the employee's spouse, parent, child or next-of-kin, with a qualifying serious injury or illness, under the FMLA.
4. During this leave, the College shall continue to contribute its share of the employee's premiums for health insurance, as required by the FMLA. During such leave, the employee shall be required to furnish report(s) from a doctor when requested periodically by the College as allowed by the FMLA.
5. Leaves may be taken intermittently as allowed by the FMLA, and the employee may be reassigned in such cases, as allowed by the FMLA. When leave is taken on an intermittent basis under the FMLA, the employee must follow the College's regular attendance call-in procedures to report an unforeseeable absence.
6. The extent allowed by the FMLA, all FMLA leaves shall be taken concurrently with any other leaves permitted by the College or this Agreement. Further, to the extent allowed by the FMLA, employees shall use accrued paid leave during any FMLA leave granted, with such paid time to be included as part of any FMLA leave allowed.
7. Upon the expiration of said leave, the employee shall furnish the College with a statement, signed by a physician or other acceptable medical provider, which establishes the fitness of the employee to return to the employee's job. Should the College have reason to doubt the fitness of the employee to return to the employee's job, the College may, at its own expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the College prior to the employee's return to work.
8. This provision will be construed and applied in a manner consistent with the requirements of the FMLA. This provision is not intended to provide rights greater than those provided by the FMLA, and the College retains all rights allowed to it under that law. Employees may be required to exhaust paid leaves, as allowed by the FMLA, concurrent with the FMLA leave.
9. On returning from leave, the employee is entitled to be reinstated to her/his former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, subject to the other terms of this Agreement.

B. Long Term Medical Disability Leave

After eighty-five (85) calendar days of short-term personal illness (Section 10.30-Sick Bank), application shall be made requesting a long-term medical disability leave. A long term medical disability leave may be granted for a period up to one hundred and twenty (120) calendar days following a short term personal illness leave (Section 10.30-Sick Bank).

If approved by the long-term disability carrier, the leave will begin on the ninety-first (91st) calendar day of illness.

For days 91 to 211 of the employee's absence, the employee shall be considered to be in long terms disability status.

The College reserves the right to have a physician of its choice verify the disability.

All long-term medical disability leaves granted by the College are without pay and College paid fringe benefits, except the employee may continue optional life insurance by paying such premiums to the College.

COBRA benefits begin the first of the month following the ninetieth (90th) calendar day of short term personal illness leave (Section 10.30-Sick Bank).

Fifteen (15) days prior to the expiration of the Long Term Medical Disability Leave and return to active status the employee will provide satisfactory evidence of fitness to perform from her or his physician. Should the employee not return to active status upon expiration of her or his leave her or his employment with the College will terminate.

An employee who has completed five (5) years of continuous service with the College will have her or his position held open for them for one year while on disability leave. Disability leaves shall be granted without loss of seniority.

C. Prolonged Illness in Immediate Family

After an employee has used her or his PTO, application shall be made for Prolonged Illness in Immediate Family Leave. Upon certification by a physician an Illness in Immediate Family Leave may be granted for periods up to one (1) year. A physician's statement may be requested at each ninety (90) day interval and reviewed by the College. An employee's position will be held open for her or him while she or he is on Illness in Immediate Family Leave provided she or he has completed five (5) years of continuous service with the College, unless mutually agreed otherwise in writing. Illness in Immediate Family Leaves shall be granted without loss of seniority for a period of one (1) year and may be extended for like cause. A temporary employee may be hired to fill the vacancy created.

Should the employee desire to return to active employment status prior to the ending date of the leave she or he will submit notification to the Benefits Office fifteen (15) working days prior to return date.

The employee may continue her or his life insurance and hospitalization coverage by paying the premium costs to the College during her or his leave period.

D. Leave for Public or Union Service

Leave of Absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority for the purpose of serving in any elected or appointed position public or union.

E. Leave for Union Business

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions. The College will provide a maximum of thirty-six (36) days per the life of the Agreement.

F. Leave of Absence For Education

Upon application from the employee to her or his supervisor, and approved by the Vice President of Human Resources or her or his designee, a Leave of Absence for Education may be granted without pay and without fringe benefits for a period not to exceed one-hundred and twenty (120) calendar days in any one (1) calendar year.

An employee, while on a Leave of Absence for Education, may continue her or his hospitalization and life insurance coverage by paying such premiums to the College.

Leaves of Absence for Education shall be granted without loss of seniority. An employee who fails to return to active employment status at the conclusion of her or his Leave of Absence for Education shall lose her or his seniority and her or his employment shall be terminated.

G. Mutual Consent Leave

At the request of the Union the College agrees to allow unit employees to take Mutual Consent Leave on the following terms:

1. The employee makes the request to her or his supervisor, and the request is approved by the Vice President of Facilities, Development and Operations.
2. The leave may be taken for the following reasons:
 - a. Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, attending court as a witness, child care, and so on.
 - b. For purposes other than those above that are deemed beneficial to the College.
 - c. Leave shall be granted without pay and without fringe benefits for one (1) period not to exceed four (4) calendar months in any one (1) calendar year.
 - d. An employee may continue her or his hospitalization and life insurance coverage while on Mutual Consent Leave by paying such premiums to the College.
 - e. Leave shall be granted without loss of seniority. A temporary or substitute employee may be hired to fill the vacancy created by the Leave.
 - f. The College agrees to guarantee the employee's position if she or he has completed five (5) continuous years of service with the College.

ARTICLE 11. RATES FOR NEW JOBS

Section 11.1 Rates for New Jobs

When a new job is placed in the unit and cannot be properly placed in an existing classification, the College will notify the Union prior to establishing a classification and rate structure. In the

event the Union does not agree that the description and rate are proper, it shall be subject to the grievance procedure.

If a current job is reclassified, the Union shall have three (3) working days in which to review the new classification, rate, and requirements before the position is posted. This does not limit the College's right to ultimately implement the changes. The Union may request to review job descriptions when new work has been assigned and may request an upgrade in accordance with the current system. In October jobs may be submitted by the Union for reclassification to the Vice President of Facilities, Grounds and Campus Safety for review. If the Vice President of Facilities, Grounds and Campus Safety agrees that the job should be reviewed for possible reclassification, the Vice President Facilities, Grounds and Campus Safety shall review the job with the Office of Human Resource Management, which shall make a recommendation to the President. The President's decision as to reclassification shall be implemented. If the reclassification is approved the wage increase will be effective July 1. If the Union does not agree that the description and rate are proper, it shall be subject to the grievance procedure.

Section 11.2 Rates Based On Market Demand

If the College determines that, because of market demands, it would be unable to fill a position at the grade and pay rate specified for that position, the College may pay a "market rate" for that position, provided it first gives notice to the Union regarding the proposed rate of pay.

ARTICLE 12. HOLIDAY AND PAID TIME OFF

Section 12.1 Holiday Provisions

The paid holidays are designated as:

- Memorial Day
- Fourth of July
- Labor Day
- Martin Luther King, Jr. Holiday
- Thanksgiving Day
- Friday following Thanksgiving Day
- Day before Christmas Eve or day after Christmas as determined by the College
- Christmas Eve
- Christmas Day
- Day before New Year's Day
- New Year's Day
- Four (4) hours on State and National Election days, excluding Primaries (the four hours will be designated by the supervisor and must be within regularly scheduled Polling Place hours.)
- Two (2) additional days during the Christmas season as determined by the College. Employees will be paid their current rate based on their current work schedule for holidays noted in Appendix D.

Section 12.2 Paid Time Off (PTO)

A. PTO Program

The College maintains a PTO Program for the purpose of providing full time staff with the opportunity to take time away from work without loss of compensation.

The PTO Program is an inclusive time off program that replaces vacation leave, sick leave, floating holiday and personal leave days. PTO is paid at the unit employees' current rate of pay.

B. PTO Eligibility

The amount of PTO to which an employee shall be entitled will be determined by the number of years of continuous service completed by the unit employee as of July 1st in the fiscal year. Effective July 1st of each year of this Agreement, unit employees will receive PTO using the following schedule:

0 through 1 year	See Chart in Appendix C
1 through 2 years	248 hours per fiscal year
3 through 5 years	272 hours per fiscal year
6 through 14 years	296 hours per fiscal year
15 years and over	312 hours per fiscal year

C. PTO Guidelines

1. PTO Scheduling

- a. To the extent possible, PTO is to be requested and approved by the supervisor in advance. Request for approval of PTO must be submitted via email to supervisor at least two (2) working days prior to the first day of the leave. Supervisor must respond via email to PTO request within 48 hours of request. PTO will be scheduled on a first come basis and no bumping of PTO will be allowed.
- b. Supervisors are responsible for scheduling PTO in a manner which balances the operational, and service delivery needs of the College with the time off preferences of the staff member. The College reserves the right to deny PTO requests which may have an adverse effect on its operations or cancel previously approved PTO requests; if unexpected emergencies, which affect mechanical systems or journey person electrician, arise which require the unit employee's attendance at work.

2. PTO Reporting

- a. The College will maintain a PTO account for each eligible unit employee and track the beginning balance, current balance, and usage on a fiscal year.
- b. Unit employees are required to report PTO hours taken during each pay period by recording the PTO in Ultratime.

3. PTO Carryover Limits

Eighty (80) hours of PTO may be carried over from one fiscal year to the next. If a unit employee carries over eighty (80) hours an additional incentive of eight (8) hours shall be included making the total carryover eighty-eight (88) hours in PTO carryover balance.

The maximum number of PTO hours a unit employee may have in her or his account is:

1 through 2 years	320 hours
3 through 5 years	344 hours
6 through 14 years	368 hours
15 years and over	376 hours

Based upon the revised PTO accrual rates in paragraph B of this section, any PTO hours accrued in excess of the maximum number of PTO hours accrued shall be allocated to that employee's sick leave reserve bank as follows:

Employees with less than 15 years of seniority shall have up to 16 hours allocated to their sick leave reserve bank.

Employees with greater than 15 years of seniority shall have up to the 24 hours allocated to their sick leave reserve bank.

Up to an additional eighty (80) hours of PTO may be carried over into the bargaining unit individual sick bank reserve each fiscal year. The bargaining unit employee must notify HRM in writing no later than May 1st each year of the amount of PTO they wish to carry into sick bank reserve.

4. **Unscheduled PTO**

For unscheduled PTO hours equal to less than ninety-seven (97), unscheduled balances will reset to zero each July 1st of this Agreement. Beginning with the ninety-seventh (97th) hour a written discipline will start the progressive discipline and will remain in effect for twelve (12) calendar months.

97 hours = Written Reprimand

105 hours = 2 day Suspension without pay

113 hours = Employment Termination

5. **PTO Payout**

Unit employees may request by May 1st a lump sum of forty (40) hours of PTO in lieu of use for payment once each June. Requests for payout must be received no later than May 1st of each year of this Agreement and will be issued the last paycheck of the fiscal year (end of June).

6. **Separation from the College**

Upon separation from the College, a unit employee will be paid any unused balance in her or his PTO account in addition to any accrued PTO.

D. **Sick Leave Reserve**

Sick leave reserve may be used for absences in excess of five (5) consecutive days (40 hours regular straight time) due to personal illness and FMLA qualified leave. In instances of a public health emergency, sick leave reserve may be used on day 1 of absence due to personal illness.

Section 12.2.1 Pay Procedures/Advances

- A. If a regular payday falls during an employee's vacation, she or he will receive that check in advance before going on PTO, provided she or he makes a written request to the Payroll Office two (2) weeks prior to going on PTO. Should an employee change her or his vacation, she or he must make a request for her or his check two (2) weeks before leaving, if she or he desires to receive it in advance.
- B. Reimbursement for all authorized travel by private vehicle shall be the maximum established IRS standard for cents per mile of travel by privately owned vehicle. Cents per mile shall be adjusted when the College receives written notification from the IRS of such change.
- C. Paychecks shall be available for third shift employees before the end of their shift.
- D. Employees may, by executing as required the proper form as provided by the Board, have automatic payroll deduction for the following:
 - Union Dues
 - Credit Union
 - Group Life Insurance
 - College Sponsored TSA'S
 - United Way
 - WCC Foundation

ARTICLE 13. SHIFT PREMIUM & HOURS, OVERTIME & EMERGENCY CLOSING

Section 13.1 Working Hours - Shift Premium and Hours

- A. All shifts of eight and one-half (8 ½) hours or more hours for all employees shall include an unpaid lunch period of one-half (1/2) hour.
- B. The first shift is any shift that regularly starts on or after 6:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m., but before 9:00 p.m. Third shift is any shift that regularly starts on or after 9:00 p.m., but before 6:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.
- C. Employees may take a fifteen (15) minute "coffee break" in the a.m. and also in the p.m., or the first and second half of their regular shift whichever may apply; as determined by their supervisor.
- D. All regular second shift employees shall receive twenty-five cents (\$.25) per hour above their base rate. All regular third shift employees shall receive thirty cents (\$.30) per hour above their base rate.
- E. Notwithstanding the provisions of Article 13.2 (Overtime), the College shall be authorized to schedule positions within the unit and shall normally be of forty (40) hours duration. If mutually agreed, by supervisor and unit employee, Saturday and Sunday schedules may be worked. Employees will receive double time for overtime worked on day before normal workweek schedule.
 - a. Employees of the unit hired prior to December 1, 1990, shall not be required to accept a Tuesday through Saturday regular work schedule except as they may volunteer.
 - b. Unit employees in the Campus Services department prior to December 1, 2000, shall not be required to accept a Tuesday through Saturday work schedule except as they may volunteer.

- c. Employees of the unit hired prior to December 1, 1997, shall not be required to accept a Sunday through Thursday regular work schedule except as they may volunteer.
- F. The number of hours any employee works shall be determined by the use of the Ultratime accounting system key fob. Only the employee to whom the key fob is issued to may swipe the key fob. The Ultratime system shall be the official record used to compute regular and overtime pay.
- G. Employees are expected to be at their workstation and ready to begin work at their established shift start time. Should an emergency prevent the employee from being at work on time the Employer will not impose a penalty of tardiness in written or oral disciplinary form for incidents up to and including five (5) minutes beyond the designated start time, unless a pattern of such behavior has been established. An employee tardy six (6) minutes or more may apply PTO in increments of fifteen (15) minutes. (see scale below) Any established pattern of tardiness shall result in appropriate disciplinary action.

Increments Scale

6 – 15 minutes	15 minutes
16 – 30	30 minutes
31 – 45	45 minutes
46 – 60	1 hour

- H. Notwithstanding the provisions of Sections 13.1 Working Hours-Shift Premium and Hours and 13.2 Overtime of the Agreement, the parties agree that employees of the bargaining unit may request to work a four (4) day work week consisting of four (4) ten and one-half (10 1/2)-hour days (or a five (5) day work week consisting of four (4) nine and one-half (9 1/2)-hour days and one (1) four (4)-hour day). The Employer is not obligated to grant any such request. If such a request is granted, overtime will be paid for any hours worked over ten (10) hours (or nine (9) hours) in one (1) day or forty (40) hours in one (1) workweek. PTO will be charged as ten (10) hours (or nine (9) hours) for each leave day used. Shifts shall be posted.

Section 13.2 Overtime

A. Overtime Premium

- 1. Overtime premium for all overtime worked in this Agreement shall be calculated at time and one-half (1½) the regular straight time rate, applicable shift premium pay and longevity bonus (bonus/2080=additional hourly rate).
- 2. Overtime shall be paid for all hours over eight (8) or ten (10) in any workday and for all hours over forty (40) in a workweek.
- 3. PTO shall be treated as time worked in computing weekly overtime.

B. Incidental Overtime

Incidental overtime shall be offered to employees in the following order:

- 1. Bargaining unit employees in the department.
- 2. Temporary, seasonal, and substitute workers within the department.
- 3. Bargaining unit employees outside the department who are at work at the time incidental overtime is needed and who are on the voluntary sign-up list.
- 4. Bargaining unit employees outside the department who are at work.
- 5. Temporary and substitute employees outside the department.

Incidental overtime is defined as overtime which is unscheduled, is continuous with a shift, and which is expected to last no longer than two (2) hours.

C. Recall Pay

Employees recalled for overtime duty shall be guaranteed at least two (2) hours of pay at the overtime rate, provided that there has been a lapse time of at least one (1) hour between the employee's assigned shift and the overtime assignment. The terms of this Section shall not apply when the overtime is continuous with the beginning or ending of a work shift.

D. Notice of Required Overtime

If possible, an employee required to work overtime on weekends (Saturday, Sunday or Monday) shall be notified no later than Wednesday of the week prior to the overtime being worked.

E. Incentive Pay

Any employee who is called in or asked to work prior to the employee's regular shift shall be paid incentive pay of one and one-half (1½) times the employee's base rate. Incentive pay shall not be pyramided, compounded, or paid twice for the same hours worked. To receive pay, the employees must work until the end of their regular shift or must use their paid leave time to complete their scheduled shift.

Section 13.2.1 Double Time

A. Double time shall be paid at the rate of two (2) times the employee's regular hourly rate.

B. Double time shall be paid for:

1. All hours worked on Sunday, except where otherwise noted, and/or unless part of an employee's regular schedule.
2. For all hours worked on holidays as defined in this Agreement in addition to holiday pay.
3. Double time shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 13.2.2 Equalization of Overtime Hours

A. Equalization - An updated list of overtime hours will be posted by noon on Monday of each week in each department. The employee at the top of the list will be offered all overtime (except incidental overtime as provided below) until that employee has worked twenty five (25) hours of overtime. If the employee reaches twenty-five (25) hours of overtime during an overtime shift, the employee will be allowed to complete the shift. Upon reaching twenty five (25) hours of overtime, the employee will move to the bottom of the list. If an employee is on a scheduled PTO, the employee shall not be charged.

B. Overtime not worked because the employee was unavailable or did not choose to work shall be counted as overtime worked for the purposes of this Section. An employee will be deemed unavailable if the employee is on leave or is not at work and cannot be reached by telephone. Supervisors shall document efforts to reach employees to offer overtime. If an employee is on a scheduled leave (PTO scheduled at least two (2) days in advance), the employee shall not be charged.

C. Overtime Waiver – A unit employee who does not want to work overtime may sign an overtime waiver that shall remain in effect until the Employee gives written notice to

revoke the waiver. Once a waiver is signed, the supervisor will not be obligated to offer overtime to the employee as long as the waiver is in effect. The waiver will not relieve the employee of the obligation to accept required overtime where applicable. The College is not obligated to offer overtime to any employee who has signed a waiver. An employee who has signed and then withdrawn a waiver shall be placed at the bottom of the overtime list.

- D. Voluntary Overtime List – At times, some departments may be in need of extra help to meet the needs of the College. In order to facilitate this, there will be a sign-up list posted for any unit employee who has interest in working overtime in another department. Unit employees who sign up on the list may be offered overtime in other departments provided that they have demonstrated the skills necessary to do the job. The list will be rotating in order of sign up. Whether a person accepts, refuses, or is not available when overtime is needed, that person or persons will go to the bottom of the list. There will be no charged time for any hours worked, unavailable, or refused in another department, and the College is not obligated to attempt to equalize or to keep track of hours any unit members work.
- E. Employees who accept overtime assignments but do not report to work shall be subject to progressive discipline, except in extenuating circumstances.
- F. The equalization is within a classification, within a department, and that a unit employee has the skill set of the job.

Section 13.3 Emergency Closing

The members of the bargaining unit shall suffer no loss of base pay in the event the College Campus is closed due to an "emergency closing" or "delayed opening." "Emergency Closing" shall be defined as those instances when it has been determined by the College that there is a direct threat to the health, safety and well-being of employees and the College Campus has been closed. An "emergency closing" differs from a "delayed opening" or the "cancellation of classes." In addition to the employee's base pay employees required to work during "emergency closings" shall be paid double the employees hourly rate for all hours worked in such situation.

Essential employees as determined by the College will be expected to work during inclement weather or unforeseen conditions even when the College Campus is closed.

Employees unable to report and who follow proper call-in procedures may elect to take available PTO for the absence.

ARTICLE 14. UNIFORMS/SAFETY EQUIPMENT

All bargaining unit employees are required to wear uniform shirts, identification badges, safety shoes, and other safety equipment provided by the College during their work hours.

Section 14.1 Uniforms

Each full time employee will be furnished with College approved uniforms. Each July 1, the College agrees to furnish College approved uniforms up to a maximum of three hundred fifty (\$350) dollars for each full time employee. Employees must submit order for approved uniform options between August 1st and 31st each year. Uniforms are to be clean and in good repair, with identification badges openly visible on employee while worn at work.

The Employer shall have a unilateral right to direct the manner in which uniforms will be worn.

Section 14.2 Safety Shoes

Each full time employee will be furnished with College approved safety shoes up to a maximum of one-hundred and fifty (\$150) dollars within forty-five (45) days of hire. Each July 1, the College agrees to furnish College approved safety shoes up to a maximum of one-hundred and fifty (\$150) dollars for each full time employee. Should the supervisor and employee agree safety shoes need to be replaced prior to July 1st due to deterioration; the College will consider replacing the safety shoes.

Section 14.3 Safety Glasses

Each full time employee will be furnished with College approved prescription safety glasses; if needed, with a maximum up to one hundred fifty (\$150) dollars within forty-five (45) days of ratification of this Agreement. The employee must provide a current prescription from a licensed eye care provider. If an employee's prescription has changed within the allotted three (3) year period of this Agreement and the employee provides a current prescription from a licensed eye care provider, the College agrees to furnish College approved prescription safety glasses up to a maximum of one hundred fifty (\$150) dollars. This is not to be utilized more than one (1) time every twelve (12) months or three (3) times during the life of this Agreement.

Section 14.4 Discipline

Employees are required to report to work in College provided uniforms, identification badges, safety shoes, and other safety equipment. Employees who fail to wear College provided identification badges, uniforms, safety shoes, and other safety equipment will be subject to progressive disciplinary action not in conjunction with other discipline, as listed below:

First Offense	Oral Reprimand
Second Offense	Written Reprimand
Third Offense	5 day suspension without pay
Fourth Offense	Termination

Section 14.5 Safety Equipment

The Employer shall provide the equipment, tools and all safety equipment normally required to perform work assigned.

Section 14.6 ID Badges

Each employee will be furnished an Identification Badge on date of hire. Employees are required to wear openly visible ID Badges. Employees who fail to wear openly visible ID badges will be subject to discipline.

Section 14.7 Uniform Committee

A committee composed of the three (3) union representatives and 3 representatives selected by the College shall be formed to discuss uniform selections and vendors. In the unlikely event that parties cannot agree on uniform selection, selection by the College will be made.

ARTICLE 15. BENEFITS

The insurance and benefits listed below (Life Insurance, Health Insurance, Long Term Disability, Dental Insurance, and Employee Reimbursement) shall be incorporated in the flexible benefits plan menu outlined below.

Section 15.1 Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. All benefits for bargaining unit employees working less than the normal forty (40) hour workweek shall accrue on a pro rata basis.

Section 15.2 Life Insurance Coverage Options

- A. The Board of Trustees will provide life insurance for each employee. The insurance shall become effective on the date of hire and terminate at retirement or other termination of employment. Amount of insurance shall be one (1x) times the annual base pay to the nearest thousand.
- B. Option Up life insurance with rebate dollars or employee contribution to two (2x) times or three (3x) times the base salary average for life insurance coverage.
- C. Dependent Life Insurance: Option to purchase Dependent Life Insurance in accordance with the underwriter's policy. Said insurance shall be at no cost to the College.

Section 15.3 Health Insurance Coverage Options

The College shall provide health insurance option (s) equal to the faculty plan offerings of each benefit year for all full time employees of the bargaining unit and their eligible dependents.

- A. Option-out Coverage, employee is entitled to \$1,500 rebate, divided by 26 pays, paid to the employee on a bi-weekly basis.
- B. Employees who work fewer than forty (40) hours, but at least thirty (30) hours on a regularly scheduled basis shall receive hospitalization and life insurance on a pro rata basis.
- C. For the duration of the time that the College is under the state-mandated 20 % employee contribution for health care or the state-mandated cap for public employer contributions to pay for employee health care, the College will exercise its right to choose either option in accordance with state law.

Section 15.4 Long Term Disability Insurance Coverage Option

The Board shall provide each permanent employee with Long Term Disability insurance (LTD) in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be \$3,000. The minimum monthly benefit shall be the greater of \$50 or 10% of the monthly benefit before deductions for other income benefits. The insurance elimination period for employees shall be ninety (90) days. PTO, Sick Leave Reserve and Sick Bank benefits shall end when Long Term Disability benefits are applicable to the employee.

Section 15.5 Dental Insurance Coverage Options

- A. The College shall provide dental insurance option(s) at 80/20 coverage equal to the faculty plan offerings of each benefit year for all full time unit employees and their eligible dependents.
- B. Option-out Coverage, employee entitled to \$150 cash rebate, divided by 26 pays, paid to the employee on a bi-weekly basis.

Section 15.6 Employee Reimbursement Options

Employees may voluntarily elect to contribute to an employee reimbursement account and pay for dependent care expenses with pre-tax dollars under this plan. The maximum account amount is subject to I.R.S. standards.

Employees may voluntarily elect to contribute to an employee reimbursement account and pay for unreimbursed medical expenses with pre-tax dollars under this plan. The maximum account amount is subject to I.R.S. standards.

Section 15.8 Tuition Grants

Tuition grants shall be paid by the College for full time employees, their spouses and their dependent children (as defined by I.R.S. standards) who attend Washtenaw Community College.

Section 15.9 College Provided Reimbursement

The College will reimburse full time employees up to one hundred (\$100) each year of this agreement for her or his personal health club dues, dental, or vision expenses incurred which are not covered under applicable insurances. The employee must submit itemized receipts with a completed College Provided Reimbursement Form to the Office of Human Resource Management.

ARTICLE 16. WORKER'S COMPENSATIONS & MISCELLANEOUS

Section 16.1 Worker's Compensation (On-The-Job Injury)

Each employee shall be covered by the applicable Worker's Compensation laws. In the event an employee is determined eligible for Worker's Compensation by the carrier, the Board agrees to continue the payment of the employee's regular base pay after the seventh (7th) day of disability until such time that the insurance underwriter issues checks directly to the employee. The Board further agrees that an employee being eligible for Worker's Compensation will receive fringe benefits for a period up to one-hundred and eighty (180) days.

The Board agrees to hold open the employee's position or its equivalent for a period of one (1) year. If the employee is certified by a physician designated by the College to return to active employment, the employee shall be allowed to return to her or his former position without prejudice. In any event, there shall be no requirement to continue the employment of the employee if the employee is unable to return to work within one (1) year.

Section 16.2 Miscellaneous

Employees shall not be used to investigate and/or search for any sabotage of College property.

Section 16.3 Union Bulletin Boards

The College will provide a bulletin board in mutually agreed upon locations which may be used by the Union for posting notices of the following types:

- Notices of recreational and social events
- Notices of elections
- Notices of results of elections
- Notices of meetings

Section 16.4 Contrary to Law Provision

If any provision of this Agreement or any application of this Agreement to any unit employee should be determined to be contrary to law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Should the law be changed or modified so that the provision is no longer contrary to law, then the provision shall be effective from the date of that change or modification.

ARTICLE 17. LONGEVITY

Section 17.1 Longevity Payment Schedule for Full-Time Employees

An employee completing five (5) years of full time continuous service at the College prior to December 1st shall receive a Longevity payment of \$350 payable the last pay period prior to Christmas Holiday.

An employee completing ten (10) years of full time continuous service at the College prior to December 1st shall receive a Longevity payment of \$450 payable the last pay period prior to Christmas Holiday.

An employee completing fifteen (15) years of full time continuous service at the College prior to December 1st shall receive a Longevity payment of \$650 payable the last pay period prior to Christmas Holiday.

An employee completing twenty (20) years of full time continuous service at the College prior to December 1st shall receive a Longevity payment of \$900 payable the last pay period prior to Christmas Holiday.

ARTICLE 18. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

- Appendix A Classifications
- Appendix B Rates of Pay
- Appendix C PTO Eligibility
- Appendix D Scheduled Holidays

ARTICLE 19. TERMINATION/MODIFICATION

Section 19.1 Termination and Modification

This Agreement shall continue in full force and effect until June 30, 2026.

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.

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, or sixty (60) days written notice prior to current year's termination date.

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

Section 19.2 Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to Lansing, Michigan; and if to the College, addressed, Ann Arbor, Michigan, or to any such address as the Union or the College may make available to each other.

APPENDIX A CLASSIFICATIONS

Grade Level	Job Title
20	Custodian
21A	Custodian/Firing Range Recycle Technician
21B	Campus Service Worker Equipment Repair Technician/Custodian
22A	Grounds Maintenance Worker
22B	Building Maintenance Worker Lead Custodian Maintenance Mechanic
23	Building Maintenance Worker/Plumber Grounds Maintenance/Pesticide Grounds Maintenance Technician Building Maintenance Technician Grounds Mechanic Assistant
24	Lead Grounds Maintenance Worker Mechanical Systems Technician Painter Fleet Operations Technician
25	Journeyman Carpenter Landscape Planner Mechanical Systems Tech/Aquatics
26	Locksmith Mechanical Systems Tech/Controls
26A	Journeyman Carpenter & Locksmith
27	Journeyman Electrician Journeyman Plumber Mechanical Systems Technician/Refrigeration
28	Security and Fire Alarm Systems Technician Mechanical Systems Senior Controls Technician
29	Campus Master Electrician

APPENDIX B RATES OF PAY

Grade Level	Job Title	Job Rate		
		2023-2024	2024-2025	2025-2026
20	Custodian	\$21.31	\$21.95	\$22.61
21A	Recycle Technician, Custodian/Firing Range	\$23.03	\$23.72	\$24.43
21B	Custodian/Equipment Repair, Campus Service Worker	\$24.64	\$25.38	\$26.14
22A	Grounds Maintenance Worker	\$25.22	\$25.98	\$26.76
22B	Building Maintenance Worker, Lead Custodian, Maintenance Mechanic	\$26.02	\$26.80	\$27.61
23	Building Maintenance Worker/Plumber, Grounds Maintenance/Pesticide, Grounds Maintenance Technician, Building Maintenance Technician	\$28.56	\$29.42	\$30.30
24	Mechanical Systems Technician, Painter, Fleet Operator Technician, Lead Grounds Maintenance Worker	\$32.53	\$33.51	\$34.51
25	Journeyman Carpenter, Landscape Planner, Mechanical Systems Technician/Refrigeration, Mechanical Systems Technician /Aquatics	\$34.12	\$35.15	\$36.20
26	Mechanical Systems Technician/Controls	\$35.71	\$36.79	\$37.89
26A	Journeyman Carpenter/Locksmith	\$37.64	\$38.77	\$39.93
27	Journeyman Plumber, Journeyman Electrician, Mechanical Systems Technician/Refrigeration	\$38.11	\$39.25	\$40.43
28	Security and Fire Alarm Systems Technician Mechanical Systems Senior Controls Technician	\$40.38	\$41.59	\$42.84
29	Campus Master Electrician	\$42.81	\$44.09	\$45.41

All unit members shall be classified within one of the above wage classifications.

Applicable wage increases shall take effect on July 1, 2023 and then each applicable July 1st, thereafter.

NEW HIRE RATE: New employees hired at \$1.00 below the applicable job rate for the probationary period.

APPENDIX C PTO ELIGIBILITY

Seniority	End of	Hours	First July After Probation	Total Earned
Date	Probation Period	Earned	# of Months X 19.33	Hours
Jul-23	Jan-24	116 Hours	5 X 19.33 = 96.65	212.65
Aug-23	Feb-24	116 Hours	4 X 19.33 = 77.32	193.32
Sep-23	Mar-24	116 Hours	3 X 19.33 = 57.99	173.99
Oct-23	Apr-24	116 Hours	2 X 19.33 = 38.66	154.66
Nov-23	May-24	116 Hours	1 X 19.33 = 19.33	135.33
Dec-23	Jun-24	116 Hours	0 X 19.33 = 0.00	116.00
Jan-24	Jul-24	116 Hours	11 X 19.33 = 212.63	328.63
Feb-24	Aug-24	116 Hours	10 X 19.33 = 193.30	309.30
Mar-24	Sep-24	116 Hours	9 X 19.33 = 173.97	289.97
Apr-24	Oct-24	116 Hours	8 X 19.33 = 154.64	270.64
May-24	Nov-24	116 Hours	7 X 19.33 = 135.31	251.31
Jun-24	Dec-24	116 Hours	6 X 19.33 = 115.98	231.98
Jul-24	Jan-25	116 Hours	5 X 19.33 = 96.65	212.65
Aug-24	Feb-25	116 Hours	4 X 19.33 = 77.32	193.32
Sep-24	Mar-25	116 Hours	3 X 19.33 = 57.99	173.99
Oct-24	Apr-25	116 Hours	2 X 19.33 = 38.66	154.66
Nov-24	May-25	116 Hours	1 X 19.33 = 19.33	135.33
Dec-24	Jun-25	116 Hours	0 X 19.33 = 0.00	116.00
Jan-25	Jul-25	116 Hours	11 X 19.33 = 212.63	328.63
Feb-25	Aug-25	116 Hours	10 X 19.33 = 193.30	309.30
Mar-25	Sep-25	116 Hours	9 X 19.33 = 173.97	289.97
Apr-25	Oct-25	116 Hours	8 X 19.33 = 154.64	270.64

Seniority	End of	Hours	First July After Probation	Total Earned
Date	Probation Period	Earned	# of Months X 19.33	Hours
May-25	Nov-25	116 Hours	7 X 19.33 = 135.31	251.31
Jun-25	Dec-25	116 Hours	6 X 19.33 = 115.98	231.98
Jul-25	Jan-26	116 Hours	5 X 19.33 = 96.65	212.65
Aug-25	Feb-26	116 Hours	4 X 19.33 = 77.32	193.32
Sep-25	Mar-26	116 Hours	3 X 19.33 = 57.99	173.99
Oct-25	Apr-26	116 Hours	2 X 19.33 = 38.66	154.66
Nov-25	May-26	116 Hours	1 X 19.33 = 19.33	135.33
Dec-25	Jun-26	116 Hours	0 X 19.33 = 0.00	116.00
Jan 26	Jul-26	116 Hours	11 X 19.33 = 212.63	328.63
Feb 26	Aug-26	116 Hours	10 X 19.33 = 193.30	309.30
Mar 26	Sep-26	116 Hours	9 X 19.33 = 173.97	289.97
Apr-26	Oct-26	116 Hours	8 X 19.33 = 154.64	270.64
May-26	Nov-26	116 Hours	7 X 19.33 = 135.31	251.31
Jun-26	Dec-26	116 Hours	6 X 19.33 = 115.98	231.98

APPENDIX D SCHEDULED HOLIDAYS

Scheduled Holidays for 2023-2024 Monday – Friday 8 hour shift

Holidays	2023-2024
Martin Luther King Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day (4 th of July)	Tuesday , July 4, 2023
Labor Day	Monday, September 4, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Friday, November 24, 2023
Day before Christmas Eve	-
Christmas Eve	Friday, December 22, 2023
Christmas Day	Monday, December 25, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #1	Wednesday, December 27, 2023
Additional Holiday #2	Thursday, December 28, 2023
Day before New Year's Day	Friday, December 29, 2023
New Year's Day	Monday, January 1, 2024

Scheduled Holidays for 2023-2024
Tuesday - Saturday
8 hour shift

Holidays	2023-2024
Martin Luther King Day	Tuesday, January 17, 2023
Memorial Day	Tuesday, May 30, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Tuesday, September 5, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Friday, November 24, 2023
Day before Christmas Eve	-
Christmas Eve	Friday, December 22, 2023
Christmas Day	Saturday, December 23, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #1	Wednesday, December 27, 2023
Additional Holiday #2	Thursday, December 28, 2023
Day before New Year's Day	Friday, December 29, 2023
New Year's Day	Saturday, December 30, 2023

Scheduled Holidays for 2023-2024
Wednesday - Sunday
8 hour shift

Holidays	2023-2024
Martin Luther King Day	Sunday, January 15, 2023
Memorial Day	Sunday, May 28, 2023
Independence Day (4 th of July)	Wednesday, July 5, 2023
Labor Day	Sunday, September 3, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Friday, November 24, 2023
Day before Christmas Eve	Saturday, December 23, 2023
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Wednesday, December 27, 2023
Day after Christmas	-
Additional Holiday #1	Thursday, December 28, 2023
Additional Holiday #2	Friday, December 29, 2023
Day before New Year's Day	Saturday, December 30, 2023
New Year's Day	Sunday, December 31, 2023

Scheduled Holidays for 2023-2024
Saturday - Wednesday
8 hour shift

Holidays	2023-2024
Martin Luther King Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Thanksgiving Day	Wednesday, November 22, 2023
Saturday following Thanksgiving Day	Saturday, November 25, 2023
Day before Christmas Eve	-
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Monday, December 25, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #1	Wednesday, December 27, 2023
Additional Holiday #2	Saturday, December 30, 2023
Day before New Year's Day	Sunday, December 31, 2023
New Year's Day	Monday, January 1, 2024

Scheduled Holidays for 2023-2024
Sunday - Thursday
8 hour shift

Holidays	2023-2024
Martin Luther King Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Wednesday before Thanksgiving Day	Wednesday, November 22, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day before Christmas Eve	-
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Monday, December 25, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #1	Wednesday, December 27, 2023
Additional Holiday #2	Thursday, December 28, 2023
Day before New Year's Day	Sunday December 31, 2023
New Year's Day	Monday, January 1, 2024

Scheduled Holidays for 2023-2024
Monday - Thursday
10 hour shift

Holidays	2023-2024
Martin Luther King Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Wednesday before Thanksgiving Day	Wednesday, November 22, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day before Christmas Eve	-
Additional Holiday #1	Wednesday, December 20, 2023
Christmas Eve	Thursday, December 21, 2023
Christmas Day	Monday, December 25, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #2	Wednesday, December 27, 2023
Day Before New Year's Day	Thursday, December 28, 2023
New Year's Day	Monday, January 1, 2024

Scheduled Holidays for 2023-2024
Tuesday - Friday
10 hour shift

Holidays	2023-2024
Martin Luther King Day	Tuesday, January 17, 2023
Memorial Day	Tuesday, May 30, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Tuesday, September 5, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Friday, November 24, 2023
Day before Christmas Eve	-
Additional Holiday #1	Wednesday, December 20, 2023
Christmas Eve	Thursday, December 21, 2023
Christmas Day	Friday, December 22, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #2	Wednesday, December 27, 2023
Day before New Year's Day	Thursday, December 28, 2023
New Year's Day	Friday, December 29, 2023

Scheduled Holidays for 2023-2024
Wednesday-Saturday
10 hour shift

Holidays	2023-2024
Martin Luther King Day	Saturday, January 14, 2023
Memorial Day	Saturday, May 27, 2023
Independence Day (4 th of July)	Wednesday, July 5, 2023
Labor Day	Wednesday, September 6, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Friday, November 24, 2023
Day before Christmas Eve	Thursday, December 21, 2023
Christmas Eve	Friday, December 22, 2023
Christmas Day	Saturday, December 23, 2023
Day after Christmas	-
Additional Holiday #1	Wednesday December 27, 2023
Additional Holiday #2	Thursday December 28, 2023
Day before New Year's Day	Friday, December 29, 2023
New Year's Day	Saturday December 30, 2023

Scheduled Holidays for 2023-2024
Sunday - Wednesday
10 hour shift

Holidays	2023-2024
Martin Luther King Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Thanksgiving Day	Tuesday, November 21, 2022
Wednesday following Thanksgiving Day	Wednesday, November 22, 2023
Day before Christmas Eve	-
Additional Holiday #1	Wednesday, December 20, 2023
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Monday, December 25, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #2	Wednesday, December 27, 2023
Day before New Year's Day	Sunday, December 31, 2023
New Year's Day	Monday, January 1, 2024

Scheduled Holidays for 2023-2024

Tuesday – Friday

9 hour shift

Saturday

4 hour shift

Holidays	2023-2024
Martin Luther King Day	Tuesday, January 17, 2023
Memorial Day	Tuesday May 30, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Tuesday, September 5, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Friday, November 24, 2023
Day before Christmas Eve	-
Christmas Eve	Friday, December 22, 2023
Christmas Day	Saturday, December 23, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #1	Wednesday, December 27, 2023
Additional Holiday #2	Thursday, December 28, 2023
Day before New Year's Day	Friday, December 29, 2023
New Year's Day	Saturday, December 30, 2023

Scheduled Holidays for 2023-2024
Monday – Thursday
9 hour shift
Sunday
4 hour shift

Holidays	2023-2024
Martin Luther King Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day (4 th of July)	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday following Thanksgiving Day	Wednesday, November 22, 2023
Day before Christmas Eve	-
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Monday, December 25, 2023
Day after Christmas	Tuesday, December 26, 2023
Additional Holiday #1	Wednesday, December 27, 2023
Additional Holiday #2	Thursday, December 28, 2023
Day before New Year's Day	Sunday December 31, 2023
New Year's Day	Monday, January 1, 2024

Scheduled Holidays for 2024-2025
Monday – Friday
8 hour shift

Holidays	2024-2025
Martin Luther King Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Friday, November 29, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Friday December 27, 2024
Additional Holiday #2	Monday, December 30, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025
Tuesday - Saturday
8 hour shift

Holidays	2024-2025
Martin Luther King Day	Tuesday, January 16, 2024
Memorial Day	Tuesday, May 28, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Tuesday, September 3, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Friday, November 29, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Friday, December 27, 2024
Additional Holiday #2	Saturday, December 28, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025

Wednesday - Sunday

8 hour shift

Holidays	2024-2025
Martin Luther King Day	Sunday, January 14, 2024
Memorial Day	Sunday, May 26, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Sunday, September 1, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Friday, November 29, 2024
Day before Christmas Eve	-
Christmas Eve	Sunday, December 22, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Friday, December 27, 2024
Additional Holiday #2	Saturday, December 28, 2024
Day before New Year's Day	Sunday December 29, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025
Saturday - Wednesday
8 hour shift

Holidays	2024-2025
Martin Luther King Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Independence Day (4 th of July)	Wednesday, July 3, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Wednesday, November 27, 2024
Friday following Thanksgiving Day	Saturday, November 30, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Saturday, December 28, 2024
Additional Holiday #1	Sunday, December 29, 2024
Additional Holiday #2	Monday, December 30, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025

Sunday - Thursday

8 hour shift

Holidays	2024-2025
Martin Luther King Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Wednesday November 27, 2024
Friday following Thanksgiving Day	Thursday, November 28, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Sunday, December 29, 2024
Additional Holiday #2	Monday, December 30, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025

Monday - Thursday

10 hour shift

Holidays	2024-2025
Martin Luther King Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Wednesday, November 27, 2024
Friday following Thanksgiving Day	Thursday, November 28, 2024
Day before Christmas Eve	Monday, December 23, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Monday, December 30, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025
Additional Holiday #2	-

Scheduled Holidays for 2024-2025

Tuesday - Friday

10 hour shift

Holidays	2024-2025
Martin Luther King Day	Tuesday, January 16, 2024
Memorial Day	Tuesday, May 28, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Tuesday, September 3, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Friday, November 29, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Friday, December 27, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025
Additional Holiday #2	Thursday, January 2, 2025

Scheduled Holidays for 2024-2025
Wednesday - Saturday
10 hour shift

Holidays	2024-2025
Martin Luther King Day	Wednesday, January 17, 2024
Memorial Day	Wednesday, May 29, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Saturday, August 31, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Friday, November 29, 2024
Day before Christmas Eve	-
Christmas Eve	Saturday December 21, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Friday, December 27, 2024
Day before New Year's Day	Saturday, December 28, 2024
New Year's Day	Wednesday, January 1, 2025
Additional Holiday #2	Thursday, January 2, 2025

Scheduled Holidays for 2024-2025

Sunday - Wednesday

10 hour shift

Holidays	2024-2025
Martin Luther King Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Independence Day (4 th of July)	Wednesday, July 3, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Wednesday, November 27, 2024
Friday following Thanksgiving Day	Sunday, December 1, 2024
Day before Christmas Eve	-
Additional Holiday #1	Monday, December 23, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Sunday, December 29, 2024
Additional Holiday #2	Monday, December 30, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025

Tuesday – Friday

9 hour shift

Saturday

4 hour shift

Holidays	2024-2025
Martin Luther King Day	Tuesday, January 16, 2024
Memorial Day	Tuesday May 27, 2024
Independence Day (4 th of July)	Thursday July 4, 2024
Labor Day	Tuesday, September 3, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Friday, November 29, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday December 26, 2024
Additional Holiday #1	Friday December 27, 2024
Additional Holiday #2	Saturday December 28, 2024
Day before New Year's Day	Tuesday December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2024-2025

Monday – Thursday

9 hour shift

Sunday

4 hour shift

Holidays	2024-2025
Martin Luther King Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Independence Day (4 th of July)	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday following Thanksgiving Day	Sunday, December 1, 2024
Day before Christmas Eve	-
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Day after Christmas	Thursday, December 26, 2024
Additional Holiday #1	Sunday, December 29, 2024
Additional Holiday #2	Monday, December 30, 2024
Day before New Year's Day	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025

Scheduled Holidays for 2025-2026
Monday – Friday
8 hour shift

Holidays	2025-2026
Martin Luther King Day	Monday, January 20, 2025
Memorial Day	Monday, May 26, 2025
Independence Day (4 th of July)	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Thanksgiving Day	Thursday, November 27, 2025
Friday following Thanksgiving Day	Friday, November 28, 2025
Day before Christmas Eve	-
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025
Day after Christmas	Friday December 26, 2025
Additional Holiday #1	Monday December 29, 2025
Additional Holiday #2	Tuesday, December 30, 2025
Day before New Year's Day	Wednesday, December 31, 2025
New Year's Day	Thursday, January 1, 2026

Scheduled Holidays for 2025-2026
Tuesday – Saturday
8 hour shift

Holidays	2025-2026
Martin Luther King Day	Tuesday, January 21, 2025
Memorial Day	Tuesday, May 27, 2025
Independence Day (4 th of July)	Friday, July 4, 2025
Labor Day	Tuesday, September 2, 2025
Thanksgiving Day	Thursday, November 27, 2025
Friday following Thanksgiving Day	Friday, November 28, 2025
Day before Christmas Eve	-
Christmas Eve	Wednesday, December 24, 2025
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Additional Holiday #1	Saturday December 27, 2025
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New Year's Day	Thursday, January 1, 2026

Scheduled Holidays for 2025-2026
Wednesday – Sunday
8 hour shift

Holidays	2025-2026
Martin Luther King Day	Sunday, January 19, 2025
Memorial Day	Sunday, May 25, 2025
Independence Day (4 th of July)	Friday, July 4, 2025
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New Year's Day	Thursday, January 1, 2026

Scheduled Holidays for 2025-2026
Saturday - Wednesday
8 hour shift

Holidays	2025-2026
Martin Luther King Day	Monday, January 20, 2025
Memorial Day	Monday, May 26, 2025
Independence Day (4 th of July)	Saturday, July 5, 2025
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Day before New Year's Day	Wednesday, December 31, 2025
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Scheduled Holidays for 2025-2026
Sunday - Thursday
8 hour shift

Holidays	2025-2026
Martin Luther King Day	Monday, January 20, 2025
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Independence Day (4 th of July)	Sunday, July 6, 2025
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New Year's Day	Thursday, January 1, 2026

Scheduled Holidays for 2025-2026
Wednesday - Saturday
10 hour shift

Holidays	2025-2026
Martin Luther King Day	Saturday, January 18, 2025
Memorial Day	Saturday, May 24, 2025
Independence Day (4 th of July)	Friday, July 4, 2025
Labor Day	Saturday, August 30, 2025
Thanksgiving Day	Thursday, November 27, 2025
Friday following Thanksgiving Day	Friday, November 28, 2025
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New Year's Day	Sunday, January 4, 2026

Scheduled Holidays for 2025-2026

Tuesday – Friday

9 hour shift

Saturday

4 hour shift

Holidays	2025-2026
Martin Luther King Day	Tuesday, January 21, 2025
Memorial Day	Tuesday, May 27, 2025
Independence Day (4 th of July)	Friday, July 4, 2025
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Scheduled Holidays for 2025-2026

Monday – Thursday

9 hour shift

Sunday

4 hour shift

Holidays	2025-2026
Martin Luther King Day	Monday, January 20, 2025
Memorial Day	Monday, May 26, 2025
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8 hour shift

Holidays	2026-2027
Martin Luther King Day	Monday, January 19, 2026
Memorial Day	Monday, May 25, 2026
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Tuesday – Saturday
8 hour shift

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10 hour shift

Holidays	2026-2027
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Memorial Day	Tuesday, May 26, 2026
Independence Day (4 th of July)	Friday, July 3, 2026

Scheduled Holidays for 2026-2027
Wednesday - Saturday
10 hour shift

Holidays	2026-2027
Martin Luther King Day	Saturday, January 17, 2026
Memorial Day	Saturday, May 23, 2026
Independence Day (4 th of July)	Saturday, July 4, 2026

Scheduled Holidays for 2026-2027
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10 hour shift

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Scheduled Holidays for 2026-2027

Tuesday – Friday

9 hour shift

Saturday

4 hour shift

Holidays	2026-2027
Martin Luther King Day	Tuesday, January 20, 2026
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Independence Day (4 th of July)	Saturday, July 4, 2026

Scheduled Holidays for 2026-2027

Monday – Thursday

9 hour shift

Sunday

4 hour shift

Holidays	2026-2027
Martin Luther King Day	Monday, January 19, 2026
Memorial Day	Monday, May 25, 2026
Independence Day (4 th of July)	Sunday, July 5, 2026

This Agreement shall become effective **July 1, 2023**

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of October
24, 2023.


**Washtenaw Community College
Board of Trustees**



Angela Davis
Chair



Ruth Hatcher
Secretary



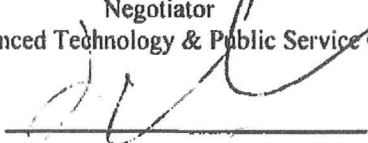
Ted Cwiek
Chief Negotiator
Vice President of Labor Relations
Chief Human Resources Officer



Don Lake
Negotiator
Labor & Employee Relations Analyst



Jimmie Baber
Negotiator
Dean, Advanced Technology & Public Service Careers



Todd Robinson
Negotiator
Director Building & Custodial Operations



Craig Whipstock
Negotiator
Associate Vice President Facilities Development & Operations

**American Federation of State, College,
County and Municipal Employees, affiliated with AFL-CIO**



Dan Hunt
AFSCME Council #25
Staff Representative



Marvin Jones
President, AFSCME Local 1921



Kevin Fortune
Negotiator
Bargaining Chair



Greg Harris
Negotiator



Ricky Carrington
Negotiator

WASHTENAW COMMUNITY COLLEGE
LETTER OF AGREEMENT
BETWEEN
THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES
AND
WASHTENAW COMMUNITY COLLEGE A.F.S.C.M.E. LOCAL 1921

(LOA) LIMITED DUTY POLICY/PROCEDURE

The undersigned parties agree to implement the following policy/procedure as specified below:

Objective:

To provide employees who have illnesses or injuries, and are unable to perform 100% of their job responsibilities with the opportunity to return to work on limited duty, subject to the provisions specified below:

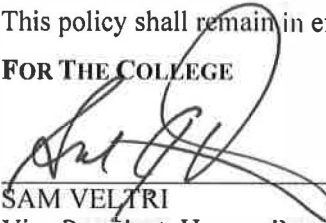
Procedures:

Limited duty assignments may be initiated by the College or the employee and shall be made on the basis of the following criteria:

1. The employee must complete a Limited Duty Form from the Benefits and Compensation office, and have the physician's portion of the form completed by a licensed medical physician. The College reserves the right to designate a specific licensed medical physician.
2. Upon receipt of the restrictions noted on the Limited Duty Form, the College may recommend a limited duty assignment (1) within the employee's bargaining unit. Assignments shall be during the employee's regular shift unless mutually agreed.
3. The Vice President for Human Resources or her or his designee may approve or disapprove the limited duty assignment recommendation. The employee's supervisor, and employee shall be notified by the Office of Human Resource Management of the disposition of the recommendation.
4. An employee on limited duty assignment shall be re-evaluated by a licensed medical physician a minimum of every thirty (30) work days.
5. Employees on limited duty shall not be eligible for overtime work.
6. If an employee has been on limited duty for more than a reasonable period of time, or the work performed is not of significant value to the College, the College reserves the right to determine whether or not the assignment should continue.

This policy shall remain in effect for the term of the current contract.

FOR THE COLLEGE



SAM VELTRI
Vice President, Human Resources
and Labor Relations

6-6-19

DATE

FOR THE UNION



KEVIN FORTUNE
Bargaining Chair,
A.F.S.C.M.E Local 1921

DATE

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

BETWEEN

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

WASHTENAW COMMUNITY COLLEGE A.F.S.C.M.E. LOCAL 1921

(LOA)

PROFESSIONAL DEVELOPMENT

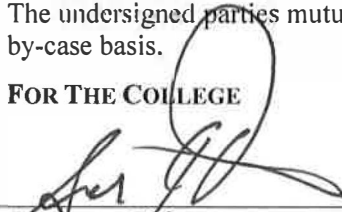
The undersigned parties mutually agree to the following provisions to facilitate a professional development program for Unit members.

Notwithstanding the provisions of Section 13.1-Working Hours-Shift Premiums and Section 13.2-Overtime of the Custodial/Maintenance Master Agreement, the parties hereby mutually agree that during the Fall, Winter, and Spring/Summer semesters, members of the Unit may attend Washtenaw Community College classes up to a maximum of one (1) non-paid hour may be combined with the thirty (30) minute non-paid lunch break, and shall not be combined with the fifteen (15) minute coffee break (Section 13.1). Flexibility will be given in the areas of the Energy Center (formerly Powerhouse) and Journeyperson Electrician.

It is further agreed that Unit members shall be pre-approved by their supervisor to attend classes during the work shift. If a class is offered at a non-work shift conflicting time the Unit member is to register for the non-work shift conflicting session. Unit members shall be required to work eight (8) hours in addition to the release time for attending classes. In no case shall the combined release time and the work time exceed nine (9) hours per day and forty-five (45) hours in a workweek. Release time for class attendance shall not be considered as time worked. Unit members must clock out prior to attending class and clock in after attending class.

The undersigned parties mutually agree to review requests for additional daily release hours on a case-by-case basis.

FOR THE COLLEGE



SAM VELTRI
Vice President, Human Resources
and Labor Relations

6-6-19

DATE

FOR THE UNION



KEVIN FORTUNE
Bargaining Chair,
A.F.S.C.M.E Local 1921

6-6-19

DATE

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

BETWEEN

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

WASHTENAW COMMUNITY COLLEGE A.F.S.C.M.E. LOCAL 1921

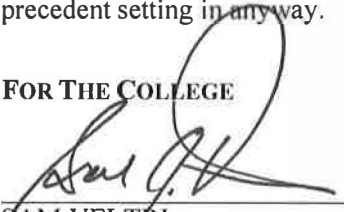
(LOA) UA OVERTIME HOURS FOR ANNUAL SPECIAL EVENT

The undersigned parties mutually agree to the following provisions to facilitate the annual special event during UA week.

Notwithstanding Article 13-Shift Premium and Hours, Overtime and Emergency Closing, Section 13.2 Overtime, the parties hereby mutually agree that there will be one (1) UA voluntary overtime list for UA specific overtime. The Administrator for UA Programs will post one (1) list in the Great Lakes Building one (1) month in advance of the event. The announcement of when the list will be available will be communicated through the Director of Labor and Employee Relations to the Bargaining Chair. The Bargaining Chair will be responsible for informing her or his members about the voluntary overtime list. Union members who are interested in working the overtime will have to provide proof of their experience/certifications.

This action constitutes the entire agreement between the parties. This action shall not be considered precedent setting in anyway.

FOR THE COLLEGE




SAM VELTRI
Vice President, Human Resources
and Labor Relations

DATE

6-6-19

FOR THE UNION



KEVIN FORTUNE
Bargaining Chair,
A.F.S.C.M.E Local 1921

DATE

6-6-19

Washtenaw Community College

Letter of Agreement

Between

The Washtenaw Community College Board of Trustees

and

Washtenaw Community College A.F.S.C.M.E. Local 1921

*10:00
6/12/23
100.200*

WASHTENAW COMMUNITY COLLEGE (hereinafter referred to as the "College") and WASHTENAW COMMUNITY COLLEGE A.F.S.C.M.E. Local 1921, affiliated with Council #25, A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the "Union") agree as set forth below.

That for purposes of applying Section 6.4, "Shift Preference" to the classification of "Grounds Maintenance/Pesticide", the bidding for shifts will be limited as follows:

1. For the April shift bid, the Grounds Maintenance/Pesticide classification shall be considered a separate classification and bid accordingly; and,

2. For the November shift bid, the Grounds Maintenance/Pesticide classification shall be considered in the same group as the other Grounds Maintenance Technician classification.

*TR
and Grounds Maintenance worker
DT*

This action constitutes the entire agreement between the parties. This action shall not be considered precedent setting in any way. This Letter of Agreement shall expire on June 30, 2026.

For the College:

For the Union:



Ted J. Cwiek
Vice President Labor Relations and
Chief Human Resources Officer



Kevin Fortune
Bargaining Chair Representative
A.F.S.C.M.E. Local 1921



Dan Hunt
Staff Representative
Counsel #25 A.F.S.C.M.E.

6/12/23

Date

6/12/23

Date

6/12/22

Date

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ADA/EEO/TITLE IX/SECTION 504 STATEMENT

Washtenaw Community College does not discriminate on the basis which is illegal by applicable law. WCC does not discriminate on the basis of sex or disability in the educational programs and activities which it operates, pursuant to the requirements of Title IX of the Education Amendments of 1972, Public Act 453, Section 504 of the Rehabilitation Act of 1973, and Public Act 220 respectively. Inquiries concerning Title IX and Section 504 should be directed to the office of the Vice President of Student and Academic Services, Student Center Building, Washtenaw Community College, Ann Arbor, MI. 48105, Phone: (734) 973-3536. Charges of violation of the above policy also should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Business Education Building, Phone: (734) 973-3497.