Oakland Community College
and
AFSCME Local 2042

Classified Master Agreement

July 1, 2025 – June 30, 2029

Ratified by AFSCME LOCAL 2042 on February 13, 2026

Approved by the Board of Trustees on February 17, 2026

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OAKLAND COMMUNITY COLLEGE

AGREEMENT

This Agreement is made on February 17, 2026 between Oakland Community College, hereinafter referred to as the "Employer" or "College" and Local 2042 chartered by and affiliated with AFSCME Michigan 925 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms, wages, hours and working conditions, and to promote orderly, peaceful, friendly and cooperative labor relations for the mutual interest of the Employer and the Classified Personnel of Oakland Community College, in positions covered by this Agreement, and that further, this paragraph is not subject to the Grievance Procedure. The parties recognize that the interest of the community depends upon the Employer's and the employees' success in establishing a proper service to the community.

It is mutually agreed that the headings used in this Agreement and the exhibits are for reference only and that they neither add to nor subtract from the meaning.

ARTICLE 2

RECOGNITION AND NON-DISCRIMINATION

A. Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this Agreement for all employees of the Employer included in positions covered under the bargaining unit. Employees shall be recognized and represented by the Union on a college-wide basis.

B. The Employer and the Union agree that neither shall discriminate against or harass any employee on the basis of race, religion, color, national origin, citizenship, veteran status, political affiliation, sex, gender, pregnancy, age, height, weight, marital status, sexual orientation, gender identity, gender expression, gender transitioning, genetics, familial status, disability or perceived disability; nor will sexual harassment, gender harassment, or harassment based on other classifications noted herein, be tolerated; nor shall the Employer or its agents, or the Union, its agents or members, discriminate against any employee because of the employee exercising those rights guaranteed by State or Federal Law. Those concerned about the above should contact the Human Resources Department.

C. The Union fully supports the College's mission statement and will work collaboratively with the College to ensure that all employees hired or promoted are committed to work in a team effort and recognizes the need to work in a multicultural and diverse working environment.

ARTICLE 3

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the Community College District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the College, its properties, its facilities and the activities of its employees in conformance with their constitutional rights;

B. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotions, and to promote and transfer all such employees;

C. To relieve employees from duties because of lack of work or other legitimate reasons;

D. To determine the methods, means and personnel by which the operations of the College are to be conducted.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4

AID TO OTHER UNIONS

The Employer and its administrative staff will not aid or promote any group or organization of classified employees of the type covered by this contract which purports to engage in collective bargaining or make any Agreement with such group or organization for the purpose of undermining the Union.

ARTICLE 5

DUES DEDUCTION

A. The Employer shall deduct current membership dues from the wages of bargaining unit members upon completion of the probationary period provided that the employee has authorized a dues deduction in writing to the Employer. The Union will provide the Employer with authorized dues deduction forms as executed by the employees.

B. The Employer will deduct from the pay of employees in any month only the Union membership dues becoming due and payable in such month. The deduction shall be made from the pay of the employees for the first pay period ending in the calendar month. Any bargaining unit member may revoke the employee’s dues deduction authorization by providing the Employer and Union with 30 days’ written notice by mail.

C. All sums deducted shall be remitted to AFSCME Michigan 925 not later than the last day of the calendar month within which such deductions are made, along with a list of employees from whom the dues were deducted, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.

D. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

E. The Union will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

F. Bargaining unit members may contribute to Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.). Interested employees should contact the AFSCME Michigan 925.

ARTICLE 6

UNION LEADERSHIP

A. There shall be two Stewards at each College work sites and a Chief Steward who may represent all or any employees of Oakland Community College covered by this Agreement. Any newly created sites which have more than five (5) employees shall have the opportunity to have two (2) stewards at that site. In the event that the College reduces work sites to less than six (6), the Union shall maintain twelve (12) Stewards and a Chief Steward.

B. A substitute shall be named in the absence of a site steward and the office of the immediate supervisor shall be notified.

C. Stewards, during their working hours, may -- in accordance with the terms of this Article -- investigate and present grievances as outlined in the Grievance Procedure upon having advised their supervisor of same. The supervisor will grant permission and provide stewards sufficient release time for these purposes. Such time will be granted as soon as possible but in any event not later than the next regularly scheduled working day. The privilege of Stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; any alleged abuse by either party will be a proper subject for a Special Conference.

D. The Union will furnish to the Employer a continuously updated list of officers, stewards and substitutes. A Steward Committee, consisting of all Stewards and the Union's Executive Board, shall meet during their working hours without loss of pay, two (2) times per year, for the purpose of proactively discussing union issues, for a maximum of four (4) hours (including "travel" time) each meeting.

E. All voting members of the Union Executive Board, as well as the Chief Steward (or designees), will be considered part of the Bargaining Team. They will be granted—with appropriate notice to their supervisors—adequate union business release time to prepare for, and to negotiate contract renewals, as well as to discuss other important issues and potential Letters of Agreement/Letters of Understanding with Human Resources/College Administration, throughout the contract period.

F. Oakland Community College conducts periodic orientation for new hires. Oakland Community College shall allow a designated union official to meet with new bargaining unit employees for up to a half hour at the conclusion of new hire orientation at a time and location mutually agreed to between the parties. Management officials shall not be present during this meeting.

ARTICLE 7

SPECIAL CONFERENCES

Special Conferences for important matters will be arranged at a mutually agreed upon time between the Local President and the designated representatives of the Employer upon the request of either party. Such meetings shall involve up to four (4) representatives each from the Union and College, provided however that an additional representative from AFSCME Michigan 925 and Human Resources may attend. These meetings may also be attended by a representative of the International Union. Arrangements for such Special Conferences shall be made in advance, and an agenda of matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Any employee attending a Special Conference during work hours shall not suffer loss of income. The Union will provide the Employer with the names of Union individuals to attend a Special Conference at the time the conference is requested.

The Union shall have the right to file a grievance on any event or occurrence, or knowledge of such event or occurrence discussed at the Special Conference, within the timelines and procedures outlined in Article 8 – Grievance Procedure.

ARTICLE 8

GRIEVANCE PROCEDURE

A. **Purpose:**

The purpose of the grievance procedure is to secure, at the lowest possible step, equitable solutions to the grievances arising under this Agreement.

B. **Time Limits:**

Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to have been withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure. It is understood and agreed that the time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

C. **Group Grievance:**

There are three (3) types of group grievances (two or more employees). Group grievances will include the names of all affected employees known at that time and a statement to the effect that it is a group grievance.

1. <u>One Work site - one supervisor</u>

   If a group of employees from one work site, all under the same supervisor are involved in the same issue, the grievance shall be submitted in writing to their immediate supervisor (or designee) with a copy to Human Resources. It shall be submitted at Step 2 by the Union on behalf of all similarly affected employees.

2. <u>One Work site - multiple supervisors</u>

   If a group of employees from one work site, reporting to separate supervisors, are involved in the same issue, the grievance shall be submitted in writing to the appropriate member of the Executive Council (refer to the OCC Organizational Chart), with a copy to Human Resources. It shall be submitted at Step 3 by the Union on behalf of all similarly affected employees.

3. <u>Multiple Work Sites - Class Action</u>

   In the event a group of employees from two (2) or more work sites are involved in the same issue, it shall be presented, in writing, as a group grievance to the College's Vice Chancellor for Human Resources (or designee), and processed at Step 4, of the grievance procedure by the Union on behalf of all similarly affected employees.

D. **Grievance Participation:**

The grievant may be present at any and all grievance hearings which shall occur during the regular working hours of the grievant.

E. **Withdrawal of Grievance:**

A grievance may be withdrawn by the Union at any step of the grievance procedure.

F. **Waiver:**

Any step of the grievance procedure may be waived with the written consent of the College, the aggrieved party, and the Union. Grievances relating to discharge shall be positioned at Step 4 of grievance procedure.

G. **Union Officers--Time Off:**

The Local President (or designee), where appropriate in the grievance procedure, shall be permitted to investigate and present grievances during working hours without loss of pay.

H. **Steps of the Grievance Procedure:**

Grievances shall be presented at Step 1 of the grievance procedure within twenty-five (25) regularly scheduled working days of the event or occurrence, or knowledge of such event or occurrence, otherwise the grievance shall not be a justifiable grievance. The Local President and Chief Steward, as well as the College’s Vice Chancellor for Human Resources (or designee), shall be notified, in writing, of all grievance filings and settlements at any step.

Step 1:

A. Employees who feel they have a grievance shall first discuss the grievance with the work site steward.

B. The steward will then discuss the grievance with the employee's immediate supervisor.

C. If the grievance is settled at this step within five (5) regularly scheduled working days and the settlement involves compensation, the Local President and College's Vice Chancellor for Human Resources (or designee) will be notified, in writing, of the proposed settlement.

Step 2:

A. If the grievance is not settled at Step 1, the grievance shall be presented in writing on a standard form, signed by the employee, stating the facts and conditions on which it is based, the date of occurrence, article(s) and section(s) of the contract alleged to have been violated, to the immediate supervisor and to the College's Vice Chancellor for Human Resources (or designee) within five (5) regularly scheduled working days after the discussion provided for in Step 1.

B. The employee's immediate supervisor shall, within five (5) regularly scheduled working days after receipt of the grievance, answer the grievance in writing with copies to the employee, steward, the President of the Local Union and the College's Vice Chancellor for Human Resources (or designee).

Step 3:

A. If the grievance is not settled at Step 2, it may be appealed to the appropriate member of the Executive Council (refer to OCC Organizational Chart) within five (5) regularly scheduled working days after receipt of an answer provided for in Step 2(b).

B. The appropriate member of the Executive Council shall, within five (5) regularly scheduled working days after receipt of the appealed grievance, answer the appealed grievance in writing with a copy to the employee, the steward, the President of the Local Union and the College's Vice Chancellor for Human Resources (or designee).

Step 4:

A. If the grievance has not been settled in Step 3, and if it is to be appealed to the fourth step, a written notice of such appeal must be sent to the office of the College's Vice Chancellor for Human Resources (or designee), within ten (10) regularly scheduled working days after receipt of the answer provided for in Step 3(b).

B. The Local President (or designee) and two other Union representatives, one of whom may be from AFSCME Michigan 925, and the College's Vice Chancellor for Human Resources (or designee), and other appropriate Employer's representatives shall meet to consider the grievance within fifteen (15) regularly scheduled working days after the office of the College's Vice Chancellor for Human Resources (or designee) receives notice of appeal to Step 4. However, the availability of the AFSCME Michigan 925's representative shall not unreasonably delay the time limits stated in this step. Either the Union or the College may call in all principal parties to the grievance and such other parties as either party may deem necessary.

C. The College's Vice Chancellor for Human Resources (or designee) shall give the Local President a written answer to the grievance within twenty (20) regularly scheduled working days after the date of such meeting.

Mediation

Any grievance not resolved through the first four (4) steps may be heard by a mediator selected by MERC, provided such hearing can be concluded within sixty (60) working days of the Step 4 response. The mediator's recommendation shall not be binding on either party. The mediation process shall not delay the arbitration process nor shall it affect any dates or time limits specified elsewhere in this article.

Arbitration

Any unresolved grievance which has been fully processed through Step 4 of the Grievance Procedure may be submitted to Arbitration in accordance with the following procedure:

A. Arbitration shall be invoked by written notice by Local 2042 to the College's Vice Chancellor for Human Resources (or designee) of intention to arbitrate within twenty-five (25) working days from the receipt of the answer in Step 4 or the expiration of the time limit for such answer.

   Following the written notice by Local 2042, AFSCME Michigan 925 has an additional forty-five (45) working days to provide written notice to the College of its intention to arbitrate. If the written request for arbitration has not been submitted to the College within the time limits specified in this subsection, the grievance shall be considered to have been withdrawn by the Union.

B. The party requesting arbitration shall contact the American Arbitration Association for a panel of five (5) arbitrators. The arbitrator shall be selected by the Employer and the Union, who shall both have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated with each party striking a name until there is one name remaining. The last remaining name (person) shall be the arbitrator. Grievances shall be heard in accordance with the published rules of the American Arbitration Association.

C. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of an arbitrator, or their judgment, to sustain, or reverse or modify any alleged dispute put before him. Issues of arbitrability will be decided by the arbitrator; however, the arbitrator who decides an arbitrability issue, (excluding those of time limits), cannot also decide the merits of that case absent mutual agreement of the parties. Without mutual agreement, the next arbitrator on the list will decide the case on the merits.

D. The decision of the arbitrator shall be binding on the Union, the employee, and the Employer and not subject to further appeal.

E. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by AFSCME Michigan 925 and Employer. If postponement or cancellation of a scheduled arbitration is by mutual agreement, the postponement or cancellation arbitration fees shall be shared by the parties. However, if a scheduled arbitration is unilaterally cancelled or postponed, the initiating party shall be responsible for resulting arbitration fees.

ARTICLE 9

DISCIPLINE AND DISCHARGE

There shall be the following methods of disciplining an employee, namely:

1. Written reprimand
2. Two-day suspension without pay
3. Four-day suspension without pay
4. Discharge

Depending on the severity of the infraction, one or more of these steps may be skipped as particular circumstances warrant.

The Employer shall not discharge, suspend or discipline any employee without just cause. At an investigatory (due process) meeting when discipline is a possibility, the Employee may request up to three (3) of the following individuals to be present: the representative from AFSCME Michigan 925, Union President, Chief Steward, Site Steward (or designee). If a meeting is scheduled to issue a disciplinary action, the employee shall have the right to union representation (per Weingarten rights). The immediate supervisor shall inform the employee in advance that the meeting shall be for disciplinary action. The employee and Union President must receive a copy of any disciplinary action. In imposing any sanction on a current charge, the Employer will not take into account any prior infraction which occurred more than twenty-four (24) months previous to the date of the occurrence of the event on which the current charge is based.

The College and Union agree that suspension and discharge grievances shall be positioned at Step 4 and written reprimand grievances at Step 3.

ARTICLE 10

STRIKES AND LOCKOUTS

The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Any employee, group of employees or Union Steward who instigates, aids or engages in a strike, work stoppage, refusal to work, slow-down or any other concerted interference with the operations of the Employer may be disciplined or discharged in accordance with Article 9, Discipline and Discharge.

ARTICLE 11

PROBATION

All new full-time employees shall be probationary employees until they have completed seventy-five (75) working days for the Employer. All new part-time employees shall be probationary employees until they have completed seventy-five (75) working days for the Employer regardless of hours worked per day. All absences during probation shall extend the probationary period on a day-for-day basis. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify the employee for regular employee status. During the probationary period, the Employer will facilitate training for the probationary employee on the duties as assigned.

A. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to their relative length of service. Probationary Employees shall be represented by the Union in all other contract areas.

B. A probationary employee shall be considered an external applicant when applying for a vacant position or for a temporary transfer. Probationary employees chosen to fill permanent vacancies shall be considered as new hires for purposes of seniority, benefits, and rate of pay determinations.

C. Upon satisfactorily completing the probationary period, the employee's name shall be entered on the seniority list as of the most recent date of hire.

The probationary period may be extended for up to an additional sixty (60) working days beyond the above-specified periods with notice to the Union President. The notice shall include the new end date.

ARTICLE 12

SENIORITY

Seniority shall be defined as an employee's length of service with the Employer since their last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a Classified employee at the instruction of the Employer unless the employee has quit or been discharged except as provided in Article 11, numbers 1 - 2 (one through two). No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absences, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided. Seniority for part-time employees will be pro-rated based on 2080 hours per year as full-time employment.

To break a tie when two (2) or more employees have the same hiring date, the employees' seniority shall be ranked in descending order of the sum of the individual units of their Social Security Number. In case of a second tie, the last four (4) digits of the Social Security Number will be added for a second total to determine their seniority. In case of a further tie, the last five (5) digits, six (6) digits, etc., will be used to break the tie.

An up-to-date seniority list shall be prepared by the Employer and presented to the Local Union President on January 31 and July 31 of each year. The College agrees that Part-time seniority dates will be included and computed on a pro-rated basis of 2080 hours per year. The Seniority list will show the names, job classification, campus and level, full and part time, step, department, and supervisor, ordered by seniority date from most senior to least senior for all bargaining unit members.

The Employer agrees to furnish the names and dates of all newly hired employees, all transferred employees, re-hired employees, and reclassified employees covered under this contract. The Employer also agrees to furnish the job classification, titles, and representational areas of these employees to the Local President within ten (10) regularly scheduled working days of such action.

ARTICLE 13

LOSS OF SENIORITY & RETURN TO BARGAINING UNIT

An employee's seniority shall terminate and their employment shall cease if:

A. The employee separates.

B. The employee is discharged and the discharge is not reversed through the grievance procedure.

C. The employee is absent for three (3) consecutive regularly scheduled working days without notifying the office of the immediate supervisor or specified designee. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at their last known address that the employee has been terminated and, therefore, loses their seniority.

D. The employee does not return to work when recalled from layoff as set forth in the Article 16, Recall Procedure. In proper cases, exceptions may be made by the Employer.

E. In the event an employee is laid off for a period of time equal to the employee’s seniority at the time of layoff or three (3) years, whichever is less at the time of layoff.

F. The employee does not return from vacation, leave of absence or sick leave in accordance with paragraph C above.

G. The employee has been on a long-term disability (LTD) leave for one (1) year (with the employee allowed to submit a doctor’s note for consideration by the College)

   -OR-

   worker’s compensation leave for fourteen (14) months

H. Employees who temporarily transfers to non-bargaining unit positions may continue to pay union dues and accrue seniority for the duration of the transfer for a period up to one (1) year. If a temporary transfer exceeds one (1) year, the employee's seniority shall be frozen for up to one (1) year and the employee’s classified position may be posted in accordance with Article 19. After one (1) additional year from the date of frozen seniority, the employee shall lose all seniority accumulated within this bargaining unit.

I. An employee who permanently transfers to a position under the Employer not included in the Bargaining Unit, shall have their accumulated seniority frozen as of the day the employee leaves the Unit, for a period up to one (1) year. After one (1) year from date of transfer from this Bargaining Unit, the employee will lose all seniority accumulated within this Bargaining Unit. The time spent out of the Bargaining Unit will not be counted toward seniority within the Unit.

   The time periods specified above may be extended upon mutual agreement of the parties.

Return to Bargaining Unit

When bargaining unit members accept positions outside the bargaining unit but still within the College, they can apply for bargaining unit positions as external applicants if such application occurs within six (6) months of the date of leaving the bargaining unit. If such individuals accept an offer of a bargaining unit position, they will return at the pay level applicable to the position.

The pay step is determined as follows:

A. If the pay level is the same, the step will be the same;

B. If the pay level is higher or lower, the employee will be placed at the step of that new level that is at least equal to their previous hourly rate, or if not possible, at the next highest step.

ARTICLE 14

SHIFT/WORK SCHEDULE PREFERENCE

Shift/work schedule preference for employer-initiated changes will be granted within job classification on the basis of seniority within the department. Exceptions may be made by mutual agreement between the Union and Human Resources. Employer-initiated transfers to the desired shift/work schedule preference will be affected in accordance with Appendix A, Work Shift, Subsection B (1), Shift Explanations. When at least two classified employees (whether full or part-time) have the same job classification and work in the same department but different shifts, and one of the employees leaves (whether temporarily or permanently), or the Employer creates a position (whether temporary or permanent), the incumbent employee(s) shall have the choice of shift/work schedule preference, after notice to the supervisor, prior to posting the position. A permanent part-time employee cannot invoke shift preference for a full-time position.

ARTICLE 15

LAYOFF

A. Layoff shall be defined as a reduction in the size of the work force due to the lack of work or funds within the College.
When it becomes necessary to layoff Classified employees within a classification, any temporary employees and probationary employees shall be laid off in that order first. Then those full and part-time employees in that classification will be laid off in accordance with the seniority list with the least senior employees laid off first, provided always that the remaining employees shall have the qualifications to perform the work of the laid off employees.

B. In the event of a layoff, the College shall notify the Union and it will be first subject to a Special Conference.

C. Employees to be laid off will have at least twenty (20) working days' notice of layoff.

D. In the event of a layoff, insurances as provided in Appendix B, shall continue for the month in which the layoff occurred and three (3) full months following the layoff with the College and Employee continuing to pay their cost sharing for such premiums.

E. The Employer and Union shall be governed by the following layoff and bumping procedures:

    1. The Employer and Union will cooperatively assist laid-off employees in obtaining information regarding resources available, e.g., unemployment insurance. The parties agree that any disputes about the process shall not hamper or interfere with such cooperative efforts.

2. In exercising "bumping rights," no employee can bump another employee in a higher job classification or pay level than they held at the time of the layoff notice.

3. If a position becomes available after the initial layoff list has been identified, but before layoffs actually occur, it shall first be offered to employees on the list who hold that pay level. If the position is not filled, it shall then be posted in accordance with the contract.

4. The initial list shall consist of the positions to be eliminated by the College and/or employees affected, and that those individuals holding the identified positions shall have the opportunity to exercise bumping rights and shall receive electronic notice of the time, date, and location to do so. Prior to layoff, the Employer will provide the Local Union President with the names of the employees and the number of full-time and part-time employees to be laid off via seniority lists.

F. Part-time employees shall have equated seniority, but they may not bump a full-time position.

G. All members of the Local Union’s Bargaining Team, as well as the Chief Steward, and all Site Stewards shall have "super-seniority" for purposes of layoff and cannot be "bumped" by anyone while they hold office. In the event of the elimination of a position held by one of these officers, the employee will be considered as having the highest seniority in any Classification into which they can exercise bumping.

H. Notices to individual employees will be in writing and provided electronically to the individual's College email address and shall constitute date of official notice. Each notice letter will include the time, date and place of a meeting at which an individual can exercise bumping rights.

I. If an affected individual is unable to be present at a bumping meeting, they may authorize a member of the Union’s Executive Board to exercise their bumping rights. Authorizations must be in writing with a copy for the Union and for the Employer. Individuals must be present at the scheduled bumping meeting, either in person or by proxy; failure to attend shall constitute a waiver of all bumping rights.

J. Individuals who are on short-term, long-term disability leave, or Workers’ Compensation leave, or military leave shall, if necessary, exercise their bumping rights upon their return to work.

K. Individuals on Personal Leave, Parental Leave beyond three (3) months, Leave for Union Business, or Other Leaves (Article 21) who wish to exercise bumping rights must end their leave and return to work to do so.

L. Individuals on FMLA leave, or on a jury duty leave, may exercise bumping rights while on leave and shall be returned to the position into which they have bumped at the conclusion of the approved leave.

M. Individuals may choose not to exercise bumping rights and accept a voluntary layoff. The Employer agrees it will not contest unemployment compensation benefits in such cases. Employees who voluntarily elect to be laid off shall be subject to recall under the same terms and conditions as employees who are involuntarily laid off.

N. Individuals who exercise bumping rights shall do so in the following order of priority:
In each of the following steps below, the employer will consider vacant positions before bumping an employee.

1. Bump in the same job classification, the least senior employee collegewide. (For purposes of this section only, each individual type of ‘Paraprofessional’ will be considered its own ‘job classification’.)
2. Bump the least senior employee in any job classification and the same pay level collegewide for which the employee is qualified.

3. Bump the least senior employee in a lower job classification collegewide for which the employee is qualified.

O. A full-time employee who has exhausted the provisions of paragraph 13 may choose to bump a part-time employee. The same order of priority of bumping rights specified in paragraph 13 shall apply. A full-time employee who bumps into a part-time position will lose full-time benefits and will accrue seniority on a pro-rata basis.
A full-time employee who has sufficient seniority, and qualifications, may bump into two part-time positions utilizing the required order of priority, and provided the part-time positions do not have overlapping hours. In such cases, the employee shall retain full-time benefits and shall continue to accrue seniority on a full-time basis.

P. When an employee is placed in a lower job classification, they shall be paid at the applicable rate for that classification. An employee shall be reclassified to a position of lower rank and pay only when they otherwise would be laid off in the higher rank. The Employer shall not use reclassification as a disciplinary measure.

Q. Any disputes arising from this Section shall be positioned at Step 4 of the Grievance Procedure.

ARTICLE 16

RECALL

Laid off employees shall be recalled in order of seniority (highest to lowest seniority). Employees who refuse recall at any college location and at the same pay level and number of working hours for which they are qualified will forfeit their seniority rights and will be considered as a voluntary quit. Employees who have been laid off or bumped shall continue to have recall rights to their original classification and location for a period equal to their seniority, or three (3) years, whichever is less after returning to another location or classification. Should a laid off or bumped employee voluntarily apply to another vacancy and be awarded that position, right of recall to “original” position no longer applies. However, this does not apply to employees who have accepted a lower level or part-time position. No temporary or probationary employees will be re-employed in the department subject to the layoff until those laid off Classified employees in the affected department have been recalled.

Notice of recall shall be sent to the employee at their personal electronic email address on file with the College and by mail. If an employee fails to notify Human Resources in writing within five (5) days after receipt of a recall notice and does not report for work within five (5) days, or fails to make other provisions with the Employer, they shall be considered terminated under Article 13, Loss of Seniority & Return to Bargaining Unit. In proper cases, extensions will be granted by the Employer. Employees shall be subject to recall for a period equal to their seniority or three (3) years, whichever is less.

The Union Secretary/Treasurer and Local President shall be notified in writing of all employees being recalled at least two (2) days before the College issues the recall notice.

ARTICLE 17

EMPLOYEE TRANSFERS

The College, at its sole discretion, has the right to transfer employees within the same classification, provided such transfer is not arbitrary or capricious. The Employer agrees that in such a transfer there shall first be a discussion with the Local Union President (or designee). When the College finds it necessary to transfer an employee to another work site, the College will first post the transfer to members of the department and classification collegewide. Transfer applicants will be given the opportunity to transfer on the basis of seniority, desire, and classification. If there are no applicants for the posted transfer, the least senior qualified employee will be transferred. At the time such a transfer is made, the College will provide the employee with written reasons for the transfer.

When the Employer finds it necessary to transfer as part of a consolidation, reorganization, or elimination of positions, the Employer shall notify the Union, prior to implementation, to discuss job assignments and rates of pay. In that event upon request of either party, a Union/Management conference will be scheduled to discuss the placement of the employees affected. The parties will consider various options such as, but not limited to, placing the individual in a vacant position, creation of a new position, or retraining the employee. An employee who is offered a job at the same pay level must accept regardless of location. In the event that the resolution results in displacement of another member of the Bargaining Unit, that employee will also be subject to the Union/Management meeting procedure. If this process would result in a layoff, Article 15 will apply.

When a transfer occurs in accordance with this Article, the employee involved shall have at least ten (10) regularly scheduled working days' notice.

ARTICLE 18

TEMPORARY TRANSFERS, EMPLOYEES & ASSIGNMENTS

In the event the Employer chooses to fill a temporary vacancy to provide temporary coverage for employees who are absent from work for a period up to ninety (90) working days, or the Employer chooses to post to fill a temporary job, or if the Employer chooses to post a temporary vacancy while in the process of filling a vacant position, the following shall apply:

Internal Temporary Transfers

A. Notices shall be posted on the College's applicant tracking system for at least seventy-two (72) hours.

B. When the vacancy is posted, the College may choose from among the three (3) most senior applicants who meet the minimum qualifications as posted.

C. If there are no applicants the College may either temporarily transfer the least senior employee within the department who meets the minimum qualifications to perform the job, or offer regular Classified employees within the department an opportunity for overtime work, or use a temporary non-bargaining unit employee.

D. Notwithstanding any other provision of this Article, lateral transfers shall be at the sole discretion of the Employer, provided such transfer is not arbitrary or capricious.

E. All temporary transfers or employment of temporary employees will be limited to the length of absence or length of a temporary job. At the conclusion of the temporary transfer or temporary job, the employee will be returned to their former position held at the time of transfer. An employee on temporary transfer shall not be allowed to return to their former position or apply to another temporary transfer during the temporary transfer period without mutual consent of the Local Union President (or designee) and the College's Vice Chancellor for Human Resources (or designee).

F. When an employee accepts and begins work in a job in a higher pay level, they shall be placed at the lowest step of the higher pay level which is at least one dollar fifty cents ($1.50) higher than the employee's current step, not to exceed the maximum step of that higher pay level.

G. Long-Term Disability vacancies; see Article 28, Short-Term and Long-Term Disability.

External Non-Bargaining Unit Temporary Employees

A. The Employer may choose to hire a non-bargaining unit temporary employee to fill a temporary vacancy or to fill a temporary job, without posting for internal temporary transfers, for a period of up to ninety (90) working days.

B. When feasible, non-bargaining unit temporary employees will possess the same qualifications required of bargaining unit members.

C. If the need for a temporary continues beyond the ninety (90) working day period, the Employer must post for an internal transfer no later than the eighty-fifth (85th) working day.

D. When the vacancy is posted, the College may choose from among the three (3) most senior applicants who meet the minimum qualifications as posted.

E. If there are no qualified internal bidders, the non-bargaining unit temporary may remain in the position for the duration of the absence.

F. A list of the names and departments of all temporary employees working in bargaining unit at the College must be sent to the union president (or designee) on a monthly basis.

G. The College shall not use temporary employees beyond ninety (90) working days when the College has determined to eliminate the position.

Temporary Assignments Outside the Bargaining Unit

A. On occasion, Classified staff may temporarily work in a position which is not included in the bargaining unit. As it is in the mutual interest of Classified staff and the College to have a defined way of handling such situations, it is agreed that the following will apply:

B. In short-term situations, that is, where no posting is involved, Classified staff willing to accept the assignment shall be treated as working out-of-classification. In these situations, Classified staff shall be paid at the higher of either

    1. The minimum hourly rate paid by the College for the non-bargaining unit classification, or

    2. $1.50 per hour above the Classified staff members' own hourly rate, for the time actually worked out-of-classification.

C. If a Classified employee does not wish to work temporarily in a non-bargaining unit position, they shall not be subject to disciplinary action

D. If the Classified staff member obtains the position in response to a posting, then the College's normal salary determination procedure for the non-bargaining unit position will be used.

E. The Classified staff member will possess the same right as any applicant to accept or reject the position based upon the salary offer.

F. A Classified staff member working temporarily as a supervisor shall not be required to discipline other Classified staff.

ARTICLE 19

VACANCIES

A. In the event the Employer does not intend to fill a vacant position, the Local Union President will be notified by the Human Resources Department.

B. While in the process of filling a vacant position, the employer will have the option of temporarily filling the position in accordance with Article 18. While posting and filling a non-temporary vacant position within the bargaining unit, a non-bargaining unit temporary or temporarily transferred Classified employee may remain in the position until filled either internally or externally.

C. Bargaining unit vacancies shall be filled by applicants who meet the minimum qualifications as posted, given the following parameters:

1. **POSTING**

   a. Shift preference shall be offered according to Article 14 prior to posting a position.

   b. All Bargaining unit vacancies shall be posted both internally and externally simultaneously.

   c. Job vacancies will be posted for a minimum period of ten (10) regularly scheduled working days on the College's applicant tracking system. Interested employees must apply within the posting period by applying through the College's applicant tracking system.

   d. The Local Union President shall receive a copy of all job postings electronically.

   e. Job postings shall set forth job classification, level, pay rate, shift, work hours, work days, work site, department, direct supervisor, whether full-time or part-time, and whether on-site, remote, or hybrid (as determined by Oakland Community College policy on Remote Work).

   f. When indicating work hours, the posting will factor a 30-minute unpaid meal break into the schedule, for both full-time and part-time positions when working more than four (4) hours. All full-time and part-time employees shall receive an unpaid thirty (30) minute meal period. All part-time employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked per day except that employees who work seven (7) or more hours per day shall be entitled to two (2) rest periods.

2. **INTERVIEW SELECTION**

a. A list of all internal applicants as well as all qualified external applicants selected to interview, including degrees earned, must be forwarded to the Union President at the time the list is sent to the supervisor.

b. The College will select qualified applicants for interview.

i. The qualified applicant pool shall consist of all the qualified internal applicants and up to four (4) qualified external applicants, as selected by the hiring committee.

ii. Following interviews, the College will select the most qualified candidate to fill the vacancy.

iii. If there are no qualified internal applicants, the College may interview as many qualified external applicants as determined by the Hiring Committee.

c. The Employer shall notify the Local Union President when there have been no applicants or no qualified internal candidates for a posting. This applies to both temporary and regular postings.

d. If there are no qualified applicants, neither internal nor external, the College will repost, and/or consider modifying minimum qualifications with mutual agreement from the Union.

e. Probationary employees shall be considered as external applicants when applying for vacancies.

3. **INTERVIEW PROCESS**

a. The Employer shall be responsible for interviews of applicants and shall make the decisions, using all pertinent information and data affecting this Article.

b. When practicable, the interview committee will include an opportunity for a member of the bargaining unit to be included in the interview process to provide feedback on the internal and external applicants. When the College determines it to be feasible and appropriate, the interview process shall include the Chief Steward or another bargaining unit employee as designated by the Chief Steward.

c. Through the interview process, the College will use a standard hiring matrix to select the best qualified applicant based on factors including job related training, education, experience, skills, and knowledge of and proficiency to perform the job duties.

4. **INTERNAL PREFERENCE**

a. Each qualified internal applicant interviewed, will automatically receive an additional 10% added to their overall total matrix score.

b. When an external applicant is selected for hire overtop of qualified internal applicant(s) the hiring committee will provide the union, upon request, with detailed written reasoning for the selection.

c. If it is determined that external applicants are being hired above internal applicants on a regular basis, this will be the subject of a Special Conference.

D. **PROBATION AND TRIAL PERIODS**

1. External hires will serve a probationary period as defined in Article 11 and internal hires will serve a trial period as outlined below.

2. Applicants chosen for promotion, lateral, or downgrade moves shall be granted a thirty (30) working day trial period to determine the employee's desire to remain in the position and the employee's ability to perform the job.

3. The trial period may be extended upon mutual agreement between the Union and the Employer due to unusual or extenuating circumstances.

4. A current internal employee selected for a vacancy shall not be eligible for another position during the trial period, unless mutually agreed to by the Local Union President (or designee) and the College's Vice Chancellor for Human Resources (or designee), or the employee is applying for a higher classification, or the employee is the only internal applicant.

5. In the event a successful internal applicant vacates a new position within the trial period, through either the employee's or Employer's decision, the employee shall return to their former position. The Employer may then choose another candidate from the applicant pool, repost the position, or determine not to fill the vacancy.

6. Any internal employee who is disqualified by the Employer during the trial period may request and will receive the reasons in writing and shall have the option of filing a grievance to be heard at the fourth (4th) step of the grievance process.

E. When a person accepts and begins work in a job in a higher pay level, they shall be placed at the lowest step of the higher pay level which is at least one dollar fifty cents ($1.50) higher than their current step.

F. Current employees chosen to fill a vacancy in the same classification and level shall not be eligible to apply for another position in the same classification and level for a period of six (6) months from the date of the previous lateral (same classification and level) move. Exceptions may be made upon mutual agreement between the Local Union President (or designee) and the College's Vice Chancellor for Human Resources (or designee).

G. Pay Level Placement: An employee's placement on the salary schedule in skilled positions and/or in those positions deemed hard to fill by the College, may be adjusted by the College, as determined appropriate by the Vice Chancellor of Human Resources (or designee), to address equity and/or recruitment considerations and based upon industry standards, data analysis, and College need, but only after consulting with the Union and mutual agreement by the parties.

H. Long-Term Disability vacancies; see Article 28, Short-Term and Long-Term Disability

ARTICLE 20

NEW AND REVISED CLASSIFICATIONS AND RATES & JOB DESCRIPTION FORMAT

When a new job is placed in the Unit or when there is a revision of any existing classification, the Employer will establish a classification, a job description, including typical duties and minimum qualifications, education and experience and a rate structure to apply. Upon the establishment of any such classification and rate structure or revision of a job description, the Employer shall notify the Local Union President in writing and will meet in a Special Conference, if requested, to discuss the Employer's action.

It is agreed that the job description format will be:

A. Job Classification Title

B. Summary of Purpose

C. Typical Duties

D. Minimum Education and Experience

The Employer agrees that the establishment of revised position descriptions shall not be used to disqualify incumbents from their current positions. When positions with incumbents are revised, the Employer agrees to provide training. The employer shall bear the cost of retraining and shall compensate the employee for time spent in training. Disputes shall be positioned at Step 4 of the grievance procedure.

Part-Time to Full-Time:

When the College determines that a part-time position should become a full-time position, the position shall be posted per Article 19 if there is no incumbent or if the incumbent has been in the position for less than two calendar years. If the incumbent has been in the position for at least two calendar years, the College shall offer the full-time position to that incumbent before posting the position.

If a part-time incumbent is displaced or refuses that full-time position, Employee Transfers per Article 17 shall apply.

ARTICLE 21

LEAVES OF ABSENCE

All employees who apply for and receive any leave of absence shall continue to accumulate their seniority. In the event the College finds it necessary to fill the positions made vacant by such leaves, the College shall proceed through Article 18, Temporary Transfers, Employees & Assignments.

A. **Personal Leave**--Employees who have completed their probationary period -- provided they obtain advanced written permission from the Employer and can be spared from work -- may be granted a leave of absence for personal reasons, with insurance benefits, without accumulation of sick or vacation days and without loss of seniority for a period not to exceed twenty-two (22) regularly scheduled working days in any calendar year. A leave of absence will not be given for the purpose of enabling any employee to work for another employer or engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes therefore, shall be discharged. Upon return to work the employee shall return to the position held at the time the leave was granted. Such leaves shall not be unreasonably denied.

B. **Family and Medical Leave--**The Employer will comply with the Family and Medical Leave Act (FMLA). A copy of the U.S. Department of Labor's FMLA Fact Sheet is attached as Appendix I to this Agreement. This Fact Sheet summarizes an employee's rights and obligations under the FMLA.

C. **Parental Leave** A parental leave of absence without pay or fringe benefits, shall be granted to an employee. Such leave shall commence upon termination of short-term or long-term disability, or upon providing the Employer with proof of a newly adopted child under the age of 18 (eighteen). An employee shall make request for the leave thirty (30) days in advance of the leave when possible. The parental leave of absence shall continue for no longer than nine (9) months following the birth of a child or submission of proof of a newly adopted child. Employees on a parental leave shall not accrue vacation or sick days. The 90 (ninety) working day limit for a temporary employee as stated in Article 18 shall apply only to the temporary initially filling the position; any subsequent vacancy created by a bargaining unit member filling the position shall not be subject to that restriction.

Not later than nine (9) months following the birth of a child or submission of proof of the newly adopted child, such employee may apply for reinstatement to active employment and shall be recalled to work in the job previously held at the time the leave was granted.

D. **Military Leave**--The reinstatement rights of any employee who enters military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the Federal law granting such rights.

Any employee who enters into active service in the armed forces of the United States, upon termination of such service, shall be offered re-employment in the employee's previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In which event the employee will be offered such employment in line with the employee's seniority that may be available and which the employee is capable of performing. The employee will be paid at the current rate of pay for such work. On voluntary enlistments, this section will apply for the first six (6) years of the employee's enlistment. The employee must report to work within ninety (90) days of the date of discharge.

A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete their probationary period, and upon satisfactorily completing it, will have seniority equal to the time the employee spent in the Armed Forces, plus seventy-five (75) days or the length of the probationary period whichever is shorter.

A returning veteran who complies with the re-employment requirements will receive accrued vacation days from the first day of the fiscal year in which the employee return.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of military emergency.

E. **Leave for Union Business**--Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union to the College's Vice Chancellor for Human Resources (or designee), receive leaves of absence without pay or fringe benefits for a period of up to one (1) year but may be renewed upon written request. Upon termination of said leave of absence, the employee shall be reinstated to an equivalent position with like status and pay.

F. **Jury Duty**--Employees who are summoned to report for jury duty shall receive a leave of absence. The employee shall be paid by the Employer an amount equal to the difference between the employee's straight time hourly base rate for no more than their regularly scheduled hours and the daily jury duty fee paid by the court (not including travel allowance or reimbursement for expenses) for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Employer. The Employer's obligation to pay an employee for jury duty is limited to the amount of time required to serve.

   In order to receive payment, an employee must give the Employer prior notice that they have been summoned for jury duty; the employee must furnish satisfactory evidence that they reported for or performed jury duty on the days for which the employee claims such payment; and must furnish satisfactory evidence of the amount of the jury duty fee the employee received.

   Employees required to appear before the court under subpoena shall be treated as jury duty time for purposes of pay and fringe benefits.

   Subpoena pay shall not be available when an employee is a party-at-interest in the legal matter, either as plaintiff or defendant. This shall not include matters where the employee is a defendant in a legal action arising out of performance of OCC job duties.

G. **Other Leaves--**All other leaves of absence shall be without pay or fringe benefits and are at the sole discretion of the College.

If an employee has been on leave under this article for a period of more than one (1) year, the College may fill the position in accordance with Article 19, Vacancies.

ARTICLE 22

SUBCONTRACTING

A. The College shall maintain Classified staffing levels that are consistent with operational need, enrollment trends, and the financial condition of the institution. The College will meet and confer with the Union before implementing any significant staffing changes.

B. For the purpose of preserving work and job opportunities for the employees of Oakland Community College, the Employer agrees that types of work or services performed for the College by the collective bargaining unit shall not be subcontracted, with the exception of the items listed below:

   1. In the event that a supervisor determines, based upon available personnel and existing workload, that a specified project cannot be completed within a reasonable time frame, the College shall be permitted to contract the project so specified.

   2. In no event shall the subcontracting of work regularly and normally performed by the bargaining unit result in the layoff of any bargaining unit member.

C. When any new or expanded College facilities are established and the work to be performed fits Article 2, Recognition, and the job descriptions of the Classifications listed in Appendix D, the performance of all such work shall be performed by classified bargaining unit employees. The preceding does not prevent student workers from supporting classified employees in these new areas.

   When new classified vacancies are established by the College because of additional facilities, these positions shall be posted in accordance with Article 19, Vacancies.

D. When new or expanded programs are established by the College, the additional classified work shall be assigned equitably among the classified bargaining unit employees as agreed to in paragraph 1 above within the work site in accordance with the job descriptions of the classifications list in Appendix D.

ARTICLE 23

STUDENT WORKERS

Student workers (including Assistants, Work-Study, and Co-op Interns) may continue to be utilized to assist Classified employees subject to the following:

A. Students shall not fill Classified positions nor replace Classified employees in accordance with Article 18, Temporary Transfers, Employes & Assignments, and Article 19, Vacancies.

B. Students shall not be used to deny overtime to regular Classified employees.

C. Student workers are limited to twenty (20) hours of work per week. Under certain circumstances (e.g., during peak periods), with prior approval, thirty (30) hours may be worked.

D. Student workers are permitted to work on Saturdays at a one-to-one ratio; that is, one student worker per each Classified employee.

E. Classified work, as defined in the job description of the classifications listed in Appendix D, shall be assigned to classified employees. Student workers may be used to assist with this work.

If at any time the number of student workers, as defined in Appendix C, Definitions of Terms, is significantly increased, a Special Conference will be held to determine if the classified operating base should be increased. To keep a record of the number of student workers, each semester the College will provide to the Local Union President a list showing the number of student workers by campus.

ARTICLE 24
VACATIONS

Vacation time will be earned in accordance with the following chart:

Length of Service	Full-time Vacation Accrual	Part-time Vacation Accrual
0 - 3 months	None while probationary	None while probationary
3 - 36 months	1 day per month, up to 12 days per year	4 hours per month, up to 48 hours per year
37 - 84 months	1.5 days per month, up to 18 days per year	4 hours per month, up to 48 hours per year
85+ months	2 days per month, up to 24 days per year	4 hours per month, up to 48 hours per year

A. No vacation maybe taken or accumulated prior to completion of the probationary period.

B. Employees completing their probationary period on or before the 15th day of the month shall be credited for that month. Employees completing their probationary period after the 15th day of the month shall not receive credit for that month.

C. Vacation time based on the above schedule will be awarded in full each year on July 1st. However, employees will be obligated to reimburse the College for vacation days used but not earned prior to the employees taking any of the leaves of absence referenced in Article 21 (Leaves of Absence).

D. Each bargaining unit member shall develop, with their immediate supervisor, a vacation schedule which avoids peak periods applicable to the employee's classification and department.

E. Should an employee believe that their vacation request was unreasonably denied, the union may position the employee's grievance at Step 4 of the Grievance Procedure.

F. The College's refusal to grant a vacation request because it is requested during a peak period shall not be deemed to be unreasonable and, therefore, shall not be grievable.

G. Employees may carry up to two (2) year's accumulation of vacation past June 30, the end of the fiscal year. This accumulation may be carried forward to June 30 of the following year at which time, if not used, it will be deleted from the record.

H. Vacation days do not accrue while on short-term or long-term disability and workers' compensation.

I. If an employee does not return to work from a leave, terminates or is terminated, the employee shall be billed for vacation days used but not earned prior to the commencement of the leave or termination.

J. An employee who provides notice of resignation or retirement shall be paid any earned vacation time, up to one (1) year accumulation.

K. Part-time Classified employees who accept a full-time position on a temporary basis, which is anticipated by the Employer to exceed three (3) months, shall earn vacation at the full-time rate for so long as they are working full-time.

L. For part-time Classified employees, if used in lieu of sick time, the parties recognize that prior advance notice of vacation usage may not always be required.

ARTICLE 25

HOLIDAYS

Holidays, Recognized and Observed: The following shall be recognized as paid holidays for employment:

New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

And any other holidays that the Board of Trustees of Oakland Community College declares or designates as holidays, including any paid holidays granted to other OCC employee work groups.

A. Whenever any of these holidays fall on the sixth and/or seventh day of the employee's regular work week, and State authorities transfer its observance to another day, that day shall then be considered the holiday.

B. All Classified employees shall receive, for each of the holidays listed for which they perform no work, holiday pay at their regular hourly rate for the number of hours which would normally have been worked on that day by said employee up to a maximum of eight (8) hours per day.

C. Holiday pay shall not be paid to any eligible employee who fails to work the scheduled full day before and the next scheduled full work day following holidays, except in cases of illness of the employee, contractual leave time, death in the employee's immediate family, or emergency closing. Immediate family see; Article 29

D. If a paid holiday occurs during a qualified employee's scheduled vacation, that holiday shall be coded as a holiday on the payroll report.

E. No holiday pay will be paid to an employee for any holiday which occurs after the date of their separation, or while they are absent due to disability (occupational or non-occupational), or while they are laid off.

F. In the event it is necessary for any employee to work on any of the holidays listed above, the employee shall receive their holiday pay and time and one-half for all hours worked.

G. **Holiday Adjustment Method for Persons on 4(10s) and/or Tuesday through Saturday Work Shift/Work Week:** If an observed holiday falls on a scheduled day off, the employee will be credited with a vacation day to replace the holiday. If the observation of a holiday would require the employee to work on a day that all other bargaining unit personnel are off of work, the employee's work week shall be shifted to a Monday through Friday work week for that week only, or an agreed-upon, Supervisor-approved alternate work schedule.

ARTICLE 26

PERSONAL BUSINESS LEAVE DAYS

A. Personal business leave days are provided for legitimate business and/or family obligations which can only be met during the regularly scheduled work day.

B. Personal business leave days shall be granted upon notification to the immediate supervisor, provided that the employee has made a good faith effort to notify the supervisor as soon as the obligation is known.

C. New full-time employees, upon completion of probation may use only one-and-one-half (1-1/2) personal business leave days in that fiscal year of employment. Effective July 1st of the next fiscal year, the employee shall be credited with three (3) personal business leave days each year. For full-time employees, a maximum of three (3) personal business days may be taken for personal business in a fiscal year.

D. New part-time employees, upon completion of probation may use only six (6) hours personal business leave in that fiscal year of employment. Effective July 1st of the next fiscal year, the employee shall be credited with twelve (12) hours of personal business leave each year. For part-time employees, a maximum of twelve (12) personal business hours may be taken for personal business in a fiscal year.

ARTICLE 27

PAID SICK LEAVE

Full-Time Employees

A. Each full-time employee will receive a lump sum of sick leave added to their sick time bank on July 1 of each year at the rate of one (1) eight (8) hour day for every month of anticipated work up to 12 days maximum.

B. New employees will receive a prorated portion of sick leave, upon hire, based on the remaining time before the next fiscal year beginning July 1.

C. The College will pay out fifty percent (50%) of any earned, but unused sick time (inclusive of ESTA), up to a maximum of one (1) year accumulation (a maximum of 12 days or 96 hours) to any full-time employee upon layoff, position elimination, retirement, or separation from the College. Any payout of such earned, but unused sick time will be made at the employee's regular rate of pay.

D. The College shall recoup the value of any sick time used by the employee in excess of the employee's adjusted leave balance.

E. All unused sick leave (inclusive of ESTA) will carry over from year to year subject to a maximum accumulation of one hundred twenty (120) sick leave days.

F. Upon separation from the College, employees will be billed for usage of any unearned sick time as follows:

   1. If an employee has used more sick leave than the employee would have earned as provided above, the College may recoup the value of sick leave that has been used, but would not yet have been earned by the employee, based on hours worked during the fiscal year.

   2. The College will determine the amount of sick leave that would have been earned, as of the date of separation, and deduct the value of leave used that is more than the employee's adjusted leave balance.

Part-Time Employees

A. Each part-time employee will earn sick leave at the rate of one (1) hour for every thirty (30) hours worked, up to 72 hours each fiscal year.

B. Part time employees may use banked vacation time in lieu of sick time if they do not have enough banked sick leave hours.

C. Unused sick leave earned pursuant to the Michigan Earned Sick Time Act will carry over from year to year, subject to the maximum of seventy-two (72) hours.

D. There will be no payout of earned but unused sick leave for part time employees.

E. Part-time classified employees who accept a full-time position on a temporary basis, which is anticipated by the Employer to exceed three (3) months, shall earn sick time at the full-time rate for so long as they are working full time.

All Classified Employees

A. An eligible employee will be allowed to use sick leave for any purpose outlined in the Michigan Earned Sick Time Act (ESTA), as amended.

B. Sick leave shall be paid at the employee's regular hourly rate, provided reasonable notice is given in accordance with the Michigan Earned Sick Time Act, as amended.

C. For sick leave that is used for more than three consecutive days, the College may require reasonable documentation that the sick leave has been used for a permissible purpose. Upon request, the employee must provide this documentation in not more than 15 days after the employer's request.

D. With the Vice Chancellor of Human Resources' (or designee's) approval, bargaining unit members shall be allowed to donate accrued sick days to other bargaining unit members in serious circumstances, limited to a seriously ill or disabled bargaining unit member, documented by a physician. Each bargaining unit member may donate no more than a total of six (6) sick days per fiscal year. A bargaining unit member receiving donated sick days under this provision shall not receive more than twenty (20) donated days in any twelve (12) month period. The Local Union President shall advise Human Resources of employees seeking to donate and/or receive donated sick days. Human Resources shall make the final determination on all donated days, based upon medical documentation.

E. Employees may use up to seventy-two (72) ESTA hours per fiscal year. These hours must be recorded each pay period in TimeClock Plus, labeled 'ESTA' in the summary notes, and approved by the supervisor. Once approved and designated as ESTA sick time, the classification cannot be changed. ESTA hours shall not be entered into TimeClock Plus retroactively.

F. Employees are expected to maintain regular and reliable attendance.

G. The provisions of this article shall be interpreted and applied in a manner consistent with (or in excess of) the Michigan Earned Sick Time Act, as amended.

Attendance Program

A. In case of illness, as hereinafter provided, an eligible employee will be allowed an absence without loss of pay to the extent of earned sick leave for the following reasons:

   1. Personal Illness. If an employee is absent due to personal illness or injury of three (3) consecutive working days, the College may require that the employee submit a written certification from a physician authorizing return and verifying that the employee was ill on the days absent.

   2. Serious illness in the immediate family. Immediate family shall be defined in Article 29 (Bereavement)

B. Payment is contingent upon the employee giving immediate notice to the employer at the start of their absence and shall be at the employee's regular hourly rate, and for the number of hours which would usually be worked on that day by said employee.

C. The use of sick leave for three (3) or more consecutive occurrences with a doctor's excuse or a hospitalization stay will not be subject to disciplinary actions, and those occurrences will not be counted towards the annual disciplinary thresholds.

D. In addition, the employee may present mitigating circumstances in the nature of documented medically certified reasons for necessarily missing work time. Under such mitigating circumstances, employees will be excused for a chronic or long-term medical condition that requires the employee to have regular, periodic scheduled appointments for the purpose of having therapy, testing, or a treatment, and those days will not be counted towards the annual disciplinary thresholds, provided that satisfactory verification by a medical doctor is provided to the employee's supervisor, and forwarded to the College's Vice Chancellor of Human Resources (or designee).

E. When recurring health-care provider approved medical appointments are known in advance, employees shall make reasonable efforts to provide notice of the anticipated schedule to their supervisor and Human Resources. Employees shall attempt to arrange such treatment so as not to disrupt College operations. The College will work collaboratively and supportively with employees in coordinating these schedules, consistent with all applicable law.

F. An employee may not use accrued sick time for tardiness or leaving early, unless approved by the supervisor.

G. Attendance-Related Discipline (Non-Protected Absences): alleged misuse of sick leave by an employee may be subject to review in a Special Conference and may warrant appropriate disciplinary action in accordance with the terms of this agreement.
Attendance-related discipline shall follow its own separate disciplinary track as defined below:

1. Excused absences: defined as any use of banked sick leave with proper notification in accordance with this article

    a. Full-time employees will receive twelve (12) days/ninety-six (96) hours of excused sick leave (inclusive of ESTA) annually

    b. Part-time employees will receive up to seventy-two (72) hours of excused sick leave (ESTA only) annually.

2. Unexcused occurrences: for purposes of discipline, occurrences are defined as absences (days or hours) not covered under ESTA or other approved, protected leave.

3. Progressive discipline: for the purposes of progressive attendance discipline, the following shall apply to occurrences within a given fiscal year period.

Occurrence	Full-time	Part-Time	Discipline
First Occurrence	The first unexcused occurrence after the 12th excused day will be subject to the following discipline.	The first unexcused occurrence after the earned sick time allowance (up to 72hrs) will be subject to the following discipline.	Verbal Reprimand
Second Occurrence	The second unexcused occurrence after the 12th excused day will be subject to the following discipline.	The second unexcused occurrence after the earned sick time allowance (up to 72hrs) will be subject to the following discipline.	Written Reprimand
Third Occurrence	The third unexcused occurrence after the 12th excused day will be subject to the following discipline.	The third unexcused occurrence after the earned sick time allowance (up to 72hrs) will be subject to the following discipline.	Three (3) Day Unpaid Suspension
Fourth (plus) Occurrence	The fourth unexcused occurrence after the 12th excused day will be subject to discipline up to and including termination.	The fourth unexcused occurrence after the earned sick time allowance (up to 72hrs) will be subject to discipline up to and including termination.	Refer to Article 9, Discharge

4. Mitigating circumstances: the employer retains discretion to consider mitigating circumstances (e.g. emergency situations) prior to issuing discipline.

H. Proper Notification of Absence:

1. When an employee is to be absent due to illness, the employee must notify the employer of the absence at least one (1) hour prior to the start of their scheduled shift by following the call-in procedure of the employee's supervisor, or calling the appropriate campus office at the College and leaving a detailed message (in person, by email, or by voicemail) indicating type of time used and the expected date of return. The appropriate telephone numbers will be provided to each employee.

2. In cases where mitigating circumstances prevent the employee from timely notifying the employer, the employee will be granted the sick leave upon acceptable explanation.

3. Disputes that arise concerning the mitigating circumstances will be first considered jointly by the College's Vice Chancellor for Human Resources (or designee) and the Local Union President (or designee) to mutually attempt to resolve the issue prior to going to the grievance procedure.

4. If an employee fails to call in properly more than one (1) time in a twelve (12) month period, they will receive a written reprimand. More than two (2) incidences, refer to Article 9.

5. When returning to work from sick leave (non-FMLA absence) at least one (1) hour prior to the start of their shift, the employee shall so notify the appropriate campus office and leave a message (in person, by email or by voicemail) indicating date and time of return.

6. When returning from an FMLA qualifying leave of absence, an employee must contact the HR Benefits Department to determine the appropriate paperwork needed to return to work.

7. For foreseeable absences, employees shall provide advance notice consistent with departmental leave procedures.

No-Call/No-Show: Defined as failure to notify AND failure to report for an entire shift. All no-call/no-show days will remain without pay. No-call/no-show shall be outside of the attendance program, with discipline issued as follows:

A. First offense: One (1) day unpaid suspension

B. Second offense: Two (2) day unpaid suspension

C. Third offense or three (3) consecutive workdays of no-call/no-show: Termination

ESTA Implementation Review

Due to the complexity of implementing/integrating newly introduced ESTA standards, for the life of this agreement, the parties agree to the following:

A. If, at any time, the legislation governing sick leave changes significantly, the parties agree to meet to bargain updated provisions that maintain or exceed existing benefit levels and ensure that employees remain whole.

B. If, at any time, any aspect of the Earned Sick Time Act (ESTA) implementation is found to be excessively cumbersome or insufficiently comprehensive in its language, the parties agree to meet to discuss possible amendments through a Letter of Agreement (LOA) or Letter of Understanding (LOU), with the shared goal of maintaining benefit levels and clarifying the process for all involved.

ARTICLE 28

SHORT-TERM AND LONG-TERM DISABILITY

Short-Term Disability

A. Should a full-time employee's absence due to illness or injury not covered by Workers' Compensation, extend beyond the fourteen (14) consecutive calendar day waiting period, the employee shall become eligible on the fifteenth (15th) calendar day for benefits under the short-term disability program of the existing carrier or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College. If the employee has accrued more than then ten (10) sick days, they may use all or a portion of the banked time prior to applying for short-term disability.

B. When an employee is on short-term disability they are required to continue paying for all appropriate deductions (e.g. medical cost-sharing, enhanced benefits, etc.) in order to be eligible for continued benefit coverage as follows:

Options	**Amount of Coverage**	**Annual Cost to Employee**	**Annual Cash Refund**
Core	70%	0	0
OPT-OUT	N/A	N/A	N/A

C. Full-time employees are eligible for short-term disability coverage the first day of the month following the date of hire.

D. After a fourteen (14) day waiting period, employees who are disabled shall receive a weekly benefit for a period not to exceed thirteen (13) weeks.

E. An employee shall not accumulate or use vacation and sick leave days while on short-term disability.

Return After Short-Term Disability

As a precondition to returning to work from a short-term disability leave, if the College has paid for any portion of an employee’s health-related expenses (e.g., employee was on short-term disability leave and did not remit their health insurance-related cost-sharing fees or other ancillary benefit-related expenses – i.e. pet insurance:

A. The College will issue the employee a detailed accounting of all monies owed.

B. Before returning, the employee shall first remit back to the College all expenses paid.

C. The monetary remittance back to the College may be a lump sum payment, or the employee shall sign a wage authorization agreement permitting the deduction of wages to cover the amount owed back to the College (refer to Article 34, Overpayments & Benefits Cost Recovery).

D. Failure to remit the unpaid expenses or a signed wage authorization will result in additional collection efforts.

Long-Term Disability

A. Should a full-time employee's absence due to illness or injury not covered by Workers' Compensation, extend beyond the ninety (90) day limit of the employer’s Short-Term Disability program, the employee shall become eligible on the ninety-first (91st) calendar day for benefits under the long-term disability program of the existing carrier or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College.

B. When an employee is on long-term disability, they are required to continue paying for all appropriate deductions (e.g. medical cost-sharing, enhanced benefits, etc.) in order to be eligible for continued benefit coverage as follows:

Amount of Coverage	Annual Cost to Employee	Annual Cash Refund	Maximum Benefit
70%	0	0	$10,000

(No other options)

C. Full-time employees are eligible for long-term disability insurance coverage the first day of the month following the date of hire. Coverage shall be as follows:

1. Amount of Benefit: Beginning on the ninety-first (91st) day, employees electing the core option will be eligible for seventy percent (70%) of their monthly salary at the time of disability, to a maximum of $10,000, subject to the terms and conditions of the existing policy.

2. In accordance with the 1978 Age Discrimination in Employment Act amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply:

   a. If long-term disability benefits commence before age 60, benefits shall cease at age 65.

   b. If long-term disability benefits commence at age 60 but before age 69, benefits will be paid for a maximum of five (5) years or until you reach age 70, whichever occurs first.

   c. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve (12) months.

D. If a Bargaining Unit Member becomes disabled and is eligible for long-term disability benefits, they will continue to receive medical, dental, vision, and life insurance coverage for a period not to exceed one (1) year from the date of eligibility, but employees may submit a doctor's note for consideration by the College.

E. When an employee is on long-term disability, they are required to continue paying for all appropriate deductions (e.g. medical cost-sharing, enhanced benefits, etc.) in order to be eligible for continued benefit coverage.

F. An employee shall not accumulate or use vacation and sick leave days while on long-term disability.

Long-Term Disability Return Process

When an employee has been on a long-term disability for eleven (11) months or more, the College shall contact the employee's physician to obtain a written prognosis regarding the employee's return to their position by following the steps below:

A. The College shall first contact the employee to advise them of the timeline and their intent to contact the employee's physician. At that time, the College shall also provide the employee with a Medical Release Authorization Request.

B. The employee shall and is required to provide a written release to allow the Human Resources Department to obtain the records directly related to the employee's long-term disability.

C. If the employee does not provide a written release within 30 days of the initial request, the College has the right to fill the position at that time.

D. After receiving the physician's written prognosis, the Employer reserves the right, in its sole discretion, to require that the employee undergo an independent medical examination (IME) by a physician chosen by the Employer, and at the Employer's expense. If the College chooses to require this, they will notify the employee of this fact, and of the time, date, and location of the IME. The employee will also receive notice from the IME vendor.

E. In the event the results of the IME are disputed by the employee's doctor, a third examination will be performed by a physician mutually agreed upon by the Employer and the employee's doctor, and all parties agree to accept the results of such examination, the cost of which will be paid by the Employer. If the College chooses to require this, they will notify the employee of this fact, and of the time, date, and location of the IME. The employee will also receive notification from the IME vendor.

F. If the final prognosis indicates that the employee is not fit for work, the employee's position may be filled as outlined in Article 19, Vacancies.

G. If the final prognosis indicates that the employee is fit to return to work, they will be reinstated to their previous position. If an employee on long-term disability is able to return to work after their position has been filled under this provision, they shall be placed in a comparable position to the one they left.

Return After Long-Term Disability

As a precondition to returning to work from a long-term disability leave, if the College has paid for any portion of an employee's health related expenses (e.g. Employee was on short term or long-term disability leave and did not remit their health insurance related cost sharing fees or other ancillary benefit related expenses – i.e. pet insurance):

A. The College will issue the employee a detailed accounting of all monies owed.

B. Before returning, the employee shall first remit back to the College all expenses paid.

C. The monetary remittance back to the College may be a lump sum payment, or the employee shall sign a wage authorization agreement permitting the deduction of wages to cover the amount owed back to the College (refer to Article 34, Overpayments & Benefit Costs Recovery).

D. Failure to remit the unpaid expenses or a signed wage authorization will result in additional collection efforts.

ARTICLE 29

BEREAVEMENT LEAVE

All Classified employees shall receive three (3) days leave of absence without loss of pay in the event of each death of a member of their immediate family. Immediate family shall be limited to the employee's spouse, parent, child, parent of child, brother, or sister, aunt, uncle, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, or domestic partner. Bereavement Leave may be extended to the employee in the case of a *loco parentis* relationship in the employee's immediate household. Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond three (3) days may be approved by the employee's immediate supervisor.

ARTICLE 30

SAFETY AND HEALTH

The College recognizes its obligation as set forth in State and Federal law to provide a safe and healthful working environment for the employees.

A. Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves on College property or in vehicles owned by the Employer which might have been entrusted to them to effect a responsibility of employment. Employees shall be required to file such reports on forms made available by the Employer.

B. Every employee shall observe all safety rules which are established by the Employer and shall use such safety devices or equipment as provided and required by the Employer. Any infraction of any safety rule, or failure to use such safety devices or equipment, shall subject the employee to disciplinary action.

C. The Union agrees to urge its members to raise health and safety problems with the College and seek internal resolution; however, this understanding does not in any way preclude the rights of members in the Bargaining Unit to make use of federal and state laws established to protect the health and safety of its workers.

ARTICLE 31

EMERGENCY CLOSING

An "Emergency Closing" as used in this Contract is defined as the cancellation of classes and/or the closing of the College or work site due to any of the following:

A. Severe weather conditions which curtail use of automobiles or other forms of transportation which would cause the work site and/or College to be isolated and closed.

B. Non-availability of electricity, heating fuel, water, or mechanical failure which necessitates the closing of the work site and/or College.

C. Other natural disasters which necessitate the closing of the work site and/or College.

The Administration shall determine when and where an "Emergency Closing" condition begins and ends.

Employees Currently Working Approved Remote and Hybrid Schedules

If such a College-declared "Emergency Closing" condition exists, Full and Part-time employees who are on an approved remote or hybrid work schedule shall work remotely, with no change in operations.

Employees Currently Working Full On-Site Schedules Who Are Not Approved for Remote or Hybrid Work Arrangements

Classified employees working full on-site schedules without approval for remote or hybrid arrangements will not be required to report to work and will receive their regular pay for the shifts affected by an “Emergency Closing”. Part-time employees will be paid for an emergency closing only if they were scheduled to work at the site and during the affected hours.

Selected employees may be requested by the College Administration to report to work at the closed site while the "Emergency Closing" condition exists. Those employees who comply with the request will receive double time for hours worked during the "Emergency Closing" condition at that site. Those employees who are unable to comply with the Administration's request, or who are assigned to other (unaffected) sites, will be paid at their regular rate.

Employees must register with the OCC Emergency Alert System and shall monitor their OCC email, text message, and voicemail during inclement weather for notifications.

ARTICLE 32

GENERAL

A. If during the life of this Agreement, any of the provisions herein are held to be invalid by operation of law, or by any tribunal of competent jurisdiction or its compliance with, or enforcement of, any provision be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

B. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

C. The parties recognize that this Agreement may be altered by addition, modifications or deletions only through the voluntary, mutual consent of the Employer and the Union by letters of agreement which have been ratified and signed by both parties thereby becoming an Amendment to this Agreement which is then final and binding on all employees covered by this Agreement and the Employer.

D. The Employer shall make available covered bulletin boards for use by the Union on each campus. The College will provide to the Union no more than two (2) locked file cabinets for Executive Board use.

E. Employees shall be required to keep the Employer informed at all times as to their current address, telephone number, and personal email address. It is understood that any communication addressed to an employee at their last address and personal email address on record with the Employer shall constitute notice to the employee of the contents of such communication.

   Within thirty (30) days after the ratification of this Agreement and after receipt of written authorization from the employee, the Human Resources Department shall forward all name and address changes to the Union Treasurer each January and July.

F. The various Appendices and Letters of Understanding, are provisions with respect to wages, hours and working conditions and are part of this Agreement.

G. The College will provide one copy of this Agreement to each executive board member, steward, and three (3) copies to AFSCME Michigan 925 and it will be available to all employees of the unit through InsideOCC.

H. The Employer agrees that the working conditions covered by this Agreement will be maintained and that no employee shall suffer loss of benefits as a result of signing this Agreement.

I. The College agrees to limit the number of permanent part-time positions to no more than twenty-five (25%) of the active full-time bargaining unit members. The Union agrees that the College may exceed thirty (30) hours per week for part-time employees during periods when additional work is needed, provided the employee is available to work the extra hours.

J. Employees shall have access to their personnel files as provided by Michigan law.

K. Employees receiving work assignments to attend OCC courses shall have the option of auditing the courses.

L. **Externally Funded Positions**

   When a position is created that would appropriately be included in the classified bargaining unit as provided elsewhere in this Agreement and is funded, in whole or part, by grant funds, or is similarly funded by external sources of uncertain duration, the following shall apply:

   1. Positions in Pay Levels II, III, IV, and V shall first be posted in accordance with Temporary Transfer or Vacancies/Postings. The posting shall indicate if the position is grant-funded.

   2. If the position is at Level I, the College shall have the option of either:

      a. posting it as provided in (1) above, or

      b. excluding it from the bargaining unit for up to eighteen (18) months. The College's Vice Chancellor for Human Resources (or designee), shall notify the Local Union President (or designee) and Chief Steward in writing of these positions which are excluded from the bargaining unit.

3. When any position covered by Article 32, L. reaches the eighteen (18) month limit, it shall be posted in accordance with Vacancies/Postings or it shall be eliminated and the temporary employee terminated from that position. The time limit shall be measured from the day the position is first filled, whether part-time or full-time.

   a. The College agrees that there shall be no more than ten (10) of these positions in existence at any one time during the term of this Agreement. If circumstances dictate a need for more than ten (10) such positions, the College must request a special conference and the parties may mutually agree to increase this number.

M. For regular and late registration periods, if after offering available hours through the overtime provisions of this Agreement and utilizing the flexibility provision of this Agreement, the College has a need for additional personnel to staff registration functions, the College may, for up to ten (10) days and without posting, utilize non-bargaining unit persons to augment classified personnel. It is the College's intent to establish and maintain a pre-trained pool of such persons. Classified employees shall be allowed access to such pre-training. Classified personnel shall be expected, when assigned, to train and work with such persons.

ARTICLE 33

FLEXIBILITY/OUT OF CLASSIFICATION

It is understood that if an employee, according to the employee’s supervisor, can be spared from their regular assignment, the employee may be assigned to another work site to accomplish a specific task or a specific project or cover another job assignment.

If the work is out-of-classification, the employee shall be compensated accordingly:

> When a person works out-of-classification in a higher pay level, the employee shall be paid for time actually worked. Members working out of classification shall stay at the same step and move to the requisite level of the classification they are covering.

Employees transferred, under this provision, to an area for which they are not qualified shall not be disciplined without just cause or without Union representation**,** nor will they be paid for out of classification work unless the duties of that position are being fully performed.

This article shall not be used to circumvent regularly scheduled overtime in accordance with Appendix A.

ARTICLE 34

OVERPAYMENTS & BENEFIT COSTS RECOVERY

In the event that an employee receives pay for any reason to which they are not entitled under the specific terms of this Agreement, the Employer shall be authorized to deduct that amount from the individual's next pay, provided such overpayment is determined within 90 days of the error or within 90 days of the College’s knowledge of such error. This would include, but not be limited to, the following situations: An employee receives pay for sick or vacation days not yet earned; or, an employee receives pay for jury duty not served or not substantiated as required by the contract; or, an employee received an overpayment.

If an employee fails to pay their portion of benefits cost-share while on leave, the employer shall be authorized to deduct the amount in arrears in accordance with Article 28 (Short-Term and Long-Term Disability).

If the employment of such an individual terminates before the next pay, the Employer shall bill the individual for any amounts described above regardless of when the overpayment is determined.

If the amount of overpayment exceeds twenty-five percent (25%) of the individual's disposable pay, the Employer agrees to withhold no more than twenty-five percent (25%) of disposable pay per pay period until the amount of overpayment is repaid in full. The employer and employee may also come to a mutually agreed-upon payment plan that is more or less than the twenty-five percent (25%) of each individual pay.

Insurance Premium Repayment Authorization

In the event that an employee incurs an obligation to Oakland Community College for unpaid insurance premiums or related benefit costs, the employee shall sign a written authorization permitting payroll deduction to repay the outstanding amount.

Such authorization shall read as follows:

"I hereby authorize Oakland Community College to deduct from my wages the amount of $___ per pay period to repay outstanding insurance premium(s) or benefits costs owed. I understand that deductions will not exceed twenty-five percent (25%) of my disposable pay and will not reduce my pay below the legal minimum wage."

Deductions under this section shall comply with the Michigan Payment of Wages and Fringe Benefits Act (MCL 408.471 et seq.) and any other applicable laws. The College shall provide the employee a written accounting of the amount owed and the schedule of deductions prior to implementation.

Nothing in this provision shall be construed as a waiver of the Employer's right to recover any amounts to which an employee is not entitled through legal means.

ARTICLE 35

CONTRACT DURATION AND TERMINATION

A. This Agreement shall become in full force and effect on July 1, 2025 and shall remain in full force and effect until June 30, 2029.

B. The Employer and the Union have agreed on the terms of this Contract as a basis for settlement of their current collective bargaining.

C. At least one hundred eighty (180) days prior to the expiration of this Agreement, the Union and/or the Employer may, upon written notice to the appropriate party, meet to renegotiate the contract.

ARTICLE 36

PROFESSIONAL/STAFF DEVELOPMENT

The College affirms its commitment to the grown and advancement of all Classified employees.

Every member will have opportunities to participate in professional development to enhance their skills, knowledge, and contributions to the College's mission.

Classified employees are encouraged to participate in professional committees, both internal and external, as a means to foster collaboration, innovation, and leadership development.

The College will make reasonable efforts to provide equitable access to relevant training and professional activities that foster employee's professional growth and enhance their ability to perform their roles effectively.

ARTICLE 37

TUITION WAIVERS AND REIMBURSEMENT

Tuition Waivers for OCC Classes

A. All full-time Classified employees may attend credit classes at the College which are offered at hours outside their assigned responsibilities without payment of tuition or fees.

B. In addition, the spouse and dependent children residing with the full-time employee are eligible for a similar tuition waiver.

C. Tuition grants for employees are limited to eight (8) credit hours in the Fall, Winter, and Summer semesters. Full-time tuition waivers for the spouses and dependent children are allowed.

D. Dependent children are eligible through the end of the calendar year in which they turn age 26.

E. Additionally, children of a deceased bargaining unit member shall be extended the above benefits through the end of the calendar year in which they turn age 26. The spouse, if any (as of the date of death), of a deceased bargaining unit member shall remain eligible for the tuition waiver provided above for a period of six (6) years following the date of death.

F. When the time periods specified above have been reached, the child and/or spouse shall receive tuition waiver for those courses which have actually met, but shall not receive tuition waiver for any course sections for which the spouse/child has merely registered.

G. Tuition waivers for part-time employees are limited to four (4) credit hours in the Fall and Winter semesters, and six (6) credit hours in the Summer semester. Tuition waivers for dependents of permanent part-time employees are limited to four (4) credit hours per session.

H. The cost of credit-by-exam shall be covered under this program. Each credit hour of credit-by-exam which is paid shall reduce the number of credit hours available under this program.

Tuition Reimbursement for Classes at Other Institutions

A. The Board shall appropriate forty thousand dollars ($40,000) each year in its operating budget to be used to pay Classified staff members' tuition for course work which satisfies all of the following conditions: Course work or a program of study must be pertinent to the needs of the College and/or duties of the employee.

B. The course work or program of study must be taken at an accredited institution of higher education. The course work must provide the employee with additional areas of competence.

C. Employees have the option to receive prior approval of course work by completing the Tuition Reimbursement Application and submitting it to the Dean/Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.

D. All course work applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Executive Council.

E. Reimbursement is for tuition and fees but does not include reimbursement for books, or any other related expenses.

F. The tuition reimbursement period will be for the fiscal year (July 1 to June 30). Reimbursement will be made and expensed to the fiscal year in which the course ends (e.g. class begins 6/1/22 and ends 7/30/22, reimbursement will be considered as a distribution for the 2022-2023 fiscal year.)

G. Employees applying for tuition reimbursement must provide to the Human Resources Department a completed tuition reimbursement application, a completed check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan of work. Such courses must have grade(s) of a "B" or higher and the courses must be completed within the fiscal year.

H. Incomplete ("I") grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following fiscal year shall not be eligible for reimbursement in future years.

I. The maximum total of tuition and fees paid to any individual will be equal to $560.00 per credit hour up to a maximum of $4,000.00 per academic year. If tuition and fees are less than $560.00 per credit hour, reimbursement will be for the amount of the actual receipt.

J. Continuing education courses will be reimbursed only if a grade is awarded.

K. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.

L. Receipts and official/or copy of grade report with check request must be submitted within thirty (30) days of course completion. Wherein possible, reimbursement will be made twenty (20) days following submission of official grade report/or copy and valid tuition receipt.

M. Each employee will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

ARTICLE 38

ANNUAL EVALUATIONS

The immediate supervisor shall evaluate each Bargaining Unit member on an annual basis, pursuant to the evaluation instrument attached as Appendix F. The evaluation process shall be diagnostic in nature and shall not be used for disciplinary purposes. The following procedures are applicable to this annual evaluation:

Each employee must receive a complete copy of their evaluation form no later than one week after discussion of said evaluation. The immediate supervisor shall keep the original evaluation form and submit a copy to the HR department for the inclusion in the employee's personnel file no later than April 15^{th}. One formal evaluation instrument per year shall be performed by the immediate supervisor or by a mutually agreed upon designee.

ARTICLE 39

POSITION UPGRADES AND RECLASSIFICATIONS

A Classified employee, together with their supervisor and the Union, may initiate a position review when the duties and responsibilities of the job have expanded significantly or otherwise warrant movement to a higher classification. The employee, supervisor, and Union will work collaboratively to develop a rationale for reclassification, and if agreed upon by the Union and the College, the change and any applicable wage adjustment will be formalized in a Letter of Agreement (LOA).

SIGNATURES

ON BEHALF OF:	**ON BEHALF OF:**
OAKLAND COMMUNITY COLLEGE	**AFSCME LOCAL 2042**
Andre' Poplar Vice Chancellor for Human Resources	June Thomas AFSCME Michigan 925 Chief Negotiator
Carmen White Employee Services Director	Andrea Powell President
Julie Hoyt Employee Services Manager - Benefits	Lindsay Mitchell Vice President
Beau Everitt Academic Dean of Engineering, Manufacturing, and Industrial Technologies	Raelena Skinner Recording Secretary
Nicole Willis Associate Dean of Enrollment Services	Terra Heard Secretary/Treasurer
Nancy Solecki Accounts Receivable Manager	Amber Willits Executive Board Member
Dana Holt Human Resources Coordinator – Talent Engagement	Trina Pierce Executive Board Member
Erica Bednarski Administrative Assistant	

APPENDIX A

WAGES AND HOURS

Work Week:
The regular work week of the employees will be forty (40) hours consisting of five (5), eight (8) hour days.

Overtime:

Time and one-half shall be paid for all time worked in excess of an eight (8) hour day or a forty (40) hour work week.

An employee who has not worked their regular shift will not be eligible to work on that day on an overtime basis.

Time spent on Union Business by a member of the Union Executive Board, Steward, or Union Bargaining Team shall be considered part of the employee's regular shift and shall not disqualify the Union representative from working Supervisor-approved departmental overtime on that same day.

Any unworked holiday hours for which holiday pay is received shall be considered as a day worked for the purposes of computing the number of hours which an employee has worked for that work week.

All overtime shall be divided as equally as possible, consistent with the overtime distribution section below.

Overtime Distribution:

A. If overtime (regular scheduled or occasional) is available, it shall be awarded using the tiers of priority outlined in section B.

   If all the employees in a given tier refuse the overtime, then the Employer shall offer overtime within the next tier. If more than one employee in the same tier bids on the overtime, the overtime will be awarded to the employee with the least number of total accumulated overtime hours within the calendar year. If a tie-breaker is necessary, the overtime will be awarded to the employee with the highest seniority. If inadvertently an error is made when allocating overtime, the employee that should have received the overtime will be considered at the next available opportunity.

B. Overtime Priority Tiers

   2. Full-time employee holding that position
   3. Part-time employee holding that position
   4. Full-time employees in the same classification at that campus department
   5. Part-time employees in the same classification at that campus department
   6. Full-time employees at that campus
   7. Full-time employees college-wide
   8. Part-time employees at that campus
   9. Part-time employees college-wide

C. A written notice shall be sent before each semester to all Classified employees listing regular scheduled overtime opportunities available. Employees must respond in writing by the specified date to be considered for overtime.

D. Occasional overtime shall be offered to employees without posting.

E. Overtime charged to employees shall be listed every semester and submitted to the Union President upon request.

F. If an employee is called in to work after leaving at the end of their regular shift or called in before the regular shift, the employee shall be paid a minimum of two (2) hours overtime at the prevailing rates in addition to the regular day's pay.

G. The College has the sole right to utilize non-bargaining unit members in the event that bargaining unit members needed for registration activities decline to work overtime during registration. The College’s exercise of this right shall not be subject to the grievance procedure. In addition, other than first offering available overtime work to all classifications at each campus for registration activities, the College is not required to comply with paragraph A above, but only with respect to registration activities covered in this paragraph D. Bargaining unit members in classifications needed for registration activities must provide a minimum of twenty-four (24) hours’ notice if they decline overtime during registration, upon being notified of such need.

Work Shift

A. Shift:

The first shift shall begin on or after 6:00 a.m., but prior to 12:00 noon. The second shift shall begin on or after 12:00 noon, but prior to 6:00 p.m. The third shift shall begin on or after 6:00 p.m. but prior to 1:00 a.m.

Work hours are defined as the specific hours an employee works within a given shift. The Employer may change an employee’s work hours without changing the employee’s work shift. When establishing work hours, an employee’s 30-minute unpaid meal break will be factored into their schedule.

B. **Shift Explanations:**

Employees will be guaranteed a regular established work shift and work hours. Any change in an employee's work shift and/or work hours must have a ten (10) day notice to the employee in advance of the change.

1. A regular work shift shall be defined as follows:

    a. The first shift: Monday through Friday.
    b. The first or second shift Monday through Thursday and first shift on Saturday. (Note: This shift shall not apply to bargaining unit members with a seniority date prior to 7/1/2012, except on a voluntary basis)
    c. The second shift: Monday through Thursday, but first shift Friday.

    d. The second shift: Monday through Friday.

e. The third shift: Monday through Friday.

f. Tuesday through Saturday work shift/work week:

   The College may utilize the additional shift options/work week, which follow:

   i. The first shift: Tuesday through Saturday.

   ii. The second shift: Tuesday through Thursday, and first shift: Friday and Saturday.

   iii. The second shift: Tuesday through Friday, and first shift: Saturday.

   iv. In utilizing the Tuesday through Saturday shift option, the College will first request volunteers. If there is an insufficient number of volunteers, the shift assignment may be mandated in reverse order of seniority within the department. No more than fifteen (15) Tuesday through Saturday shift assignments may be utilized without posting, unless a greater number is mutually agreed to by the parties. Notice of the shift assignment shall be provided at least 30 days prior to the beginning of a semester.

   v. When necessary, any work arising in the employee's position on a Monday shall be offered through the overtime distribution procedure in Appendix A, Wages and Hours.

   vi. The above procedure shall not be used to circumvent overtime nor be used as a disciplinary action.

g. Other combinations as mutually agreed to by the employee, Union and the Employer.

h. Each employee shall receive pay per the workweek as established.

C. **Shift Premium:**

1. Those working the second shift are to be compensated at three percent (3%) above their classification pay, and those working the third shift are to be compensated at six percent (6%) above their classification pay. Those working Saturday as part of their regular shift hours shall receive a ten percent (10%) differential for all hours worked on Saturday.

2. Food Service Assistants (FSA) Food Service Technician/Cashier/Bookkeepers will be compensated leader pay of an additional $2.00 per hour for performing additional job duties related to Oakland Community College employees assigned to the position of Food Services Assistant in the culinary kitchen. Food Service Technician/Cashier/Bookkeepers will lead the Food Service Assistants and ensure that tasks performed by Food Service Assistants are executed in a safe and sanitary manner. The Food Service Technician/Cashier/Bookkeepers will continue to meet with the Academic Dean and Associate Academic Dean to discuss challenges and opportunities within the program.

D. **Flexible Work Week:**

When it is agreed upon between the immediate supervisor and the employee affected, an employee shall be able to work their forty (40) hour week differently than five (5) days consisting of eight (8) hours each. (See required form, Appendix H)

For the purposes of computing absences, vacation, sick, personal business time or other paid time off, actual hours of absence shall be reported on the employee's Payroll Report. If this conflicts with other contract language because of unforeseen causes, the Human Resources Representative and the Union's Executive Board shall have the authority to mutually agree to establish the language to correct this Agreement.

The parties further agree to the following:

1. Flexible work week requests will be considered on a timely basis as they occur; the form in Appendix H must be utilized with appropriate approval.

2. Flexible work week requests must meet the following requirements:

   a. Flexible work week requests must be submitted to the immediate supervisor, with copies to the Local President and the Human Resources Department.

   b. The immediate supervisor must discuss the request for a flexible schedule with the appropriate Vice Chancellor and a decision must be made and communicated to the bargaining unit member in a timely manner.

   c. Decisions shall be based on the operational needs of the College

3. The 40-hour flex work week is subject to the following conditions:

   a. Overtime will be paid only for hours worked in excess of 40 hours per week.

   b. As part of the Employee's regular flex schedule, the Employee shall not work more than 12 hours in one day.

4. Denial of individual requests for a Flexible Work Week for any reason shall not be a subject to the grievance procedure.

5. The College retains the right, in its sole discretion, to alter the schedule established under this Flexible Work Week in the event it becomes necessary to do so. Any decision made by the College per this Appendix H shall not be subject to the grievance procedure.

6. Because the implementation of this Flexible Work Week will require more cooperation among members of departments, there shall be no claims of out-of-classification pay as a result of this increased interdependence; however, out-of-classification pay shall continue to be paid per current contract language.

E. **Hybrid & Remote Work**

With appropriate approval and in accordance with the College's Remote Work Policy, Classified employees may be allowed to work Hybrid and/or Remote work schedules, when their position has been designated as eligible under the Policy. Such arrangements will be considered based on the operational needs of the department.

F. **College Initiated 4-10 Work Schedule**

When positions have been identified as needing a 4/10 schedule:

1. The parties shall meet and discuss the change of current positions or posting of a newly created position with a 4/10 schedule before posting. The College will provide the Union President a list of all Classified positions which are currently working a College-initiated 4/10 schedule upon request.

2. Employees assigned the 4/10 schedule will revert to a standard 5/8 schedule during any holiday week unless an alternate schedule is determined through mutual agreement.

3. Employees on the 4/10 work week shall be allowed to work on an overtime basis on the 5th day.

4. When the employee reverts to a 5/8 schedule during a holiday week, overtime shall be awarded for any time worked in excess of 8 hours on any day during that week (as outlined in Appendix A of the Classified Master Agreement).

5. Employees will continue to earn and utilize leave bank time in accordance with the Classified Master Agreement.

6. Employees working a 4/10 schedule shall receive holiday pay (as outlined in Article 25) and shall not earn holiday pay for hours worked in excess of 8 hours during a holiday week.

Meal Periods:

All full-time and part-time employees shall receive an unpaid one-half (1/2) hour meal period. The meal period shall be scheduled to begin no earlier than one hour before the middle of each shift and begin no later than one hour after the middle of each shift. Exceptions may be arranged by mutual agreement of an employee and their supervisor.

Rest Periods:

All full-time employees shall receive a fifteen (15) minute rest period twice a day; the first prior to the meal period and the second to be after the meal period.

Employees who worked longer than an eight (8) hour shift shall receive a fifteen (15) minute rest period for each additional four (4) hours worked.

All part-time employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked per day except that employees who work seven (7) or more hours per day shall be entitled to two (2) rest periods.

The Union and College agree to work collaboratively to prevent abuses of these privileges.

Other:

No one-half (1/2) hour meal period may be utilized by employees as a means to report to work late or to go home early except with the permission of the immediate supervisor, provided however, that this will not be done on a regular basis.

Less Than Twelve (12) Months Employment

The employer shall have the right to identify and fill any newly created or vacated position to work less than twelve (12) months per year on either a full-time or part-time basis subject to the following conditions:

A. No more than forty (40) such positions shall exist during the term of this Agreement.

B. During the life of this Agreement, the Employer shall provide continuation of benefit coverage for a full twelve (12) months for individuals employed full time in a less than twelve (12) month position.

C. Positions will be for consecutive months and not less than eight (8) months.

D. Seniority shall be pro-rated for individuals (a separate list).

E. Paid time off shall be pro-rated for individuals (vacation, etc.).

F. When the College determines that a less than twelve (12) month position should become a twelve (12) month position, the position shall be posted in accordance with Article 19, Vacancies, if there is no incumbent or if the incumbent has been in the position for less than two years equated. If the incumbent has been in the position for two (2) or more years equated, the College shall offer the twelve (12) month position to that incumbent before posting the position.

G. These positions shall be posted in accordance with Article 19, Vacancies for permanent filling.

H. Full-time employees who work less than 12 months shall have the option of spreading their base pay over twelve (12) months.

Direct Deposit

All bargaining unit members are required to use direct deposit.

APPENDIX A-1

BASE PAY HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2026

Pay Level	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
I	~~$ 17.91~~	$ 18.35	$ 18.81	$ 19.26	$ 19.71	$ 20.16	$ 20.59	$ 21.03	$ 21.50	$ 21.94	$ 22.40	$ 22.82	$ 23.27
II	~~$ 18.81~~	$ 19.28	$ 19.76	$ 20.23	$ 20.69	$ 21.17	$ 21.62	$ 22.09	$ 22.56	$ 23.04	$ 23.51	$ 23.98	$ 24.45
III	~~$ 20.69~~	$ 21.22	$ 21.72	$ 22.22	$ 22.74	$ 23.26	$ 23.78	$ 24.30	$ 24.81	$ 25.34	$ 25.86	$ 26.38	$ 26.89
IV	~~$ 22.74~~	$ 23.33	$ 23.89	$ 24.46	$ 25.04	$ 25.61	$ 26.17	$ 26.73	$ 27.31	$ 27.87	$ 28.45	$ 29.02	$ 29.57
V	~~$ 25.61~~	$ 26.23	$ 26.88	$ 27.52	$ 28.18	$ 28.81	$ 29.44	$ 30.07	$ 30.70	$ 31.37	$ 32.01	$ 32.65	$ 33.28

NOTES:

A. Classified employees on Step 1 through Step 12 as of June 30, 2025, will move one step on the salary schedule, effective the next pay period end date following ratification of the tentative agreement by the Union and the Board of Trustees.

B. After step movement, Step 1 will be ‘sunset’ and no longer used. (The step schedule will be adjusted/revised and renumbered upon expiration of the contract on June 30, 2029)

C. Moving forward the existing Step 2 will be considered the ‘entry point’ wage for all newly hired Classified employees hired after the date of ratification by the Board of Trustees.

D. Classified employees newly hired between the ratification date by the Board and June 30, 2026, shall be placed on Step 2 of the salary schedule.

E. 3.0% across the board increase to be effective the next pay period end date following ratification of the tentative agreement by the Board of Trustees.

F. Classified employees on top step (Step 13) as of June 30, 2025 will receive a 2.25% off-schedule longevity payment, effective July 1, 2025.

G. Classified employees fully employed with the College as of the ratification date by the Board shall receive a retroactive wage payment (including payment for the difference between the current step and the new step) for the period of July 1, 2025 through the ratification date by the Union.

H. For all retroactive payments (including OT, out of class, etc.) the hours worked will be multiplied by the change in the hourly rate (with the new contract) compared to current rate for regular hours and overtime, and then paid as one lump sum for regular, and one lump sum for overtime, on the first available pay after the calculation is complete.

APPENDIX A-2

BASE PAY HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2026 THROUGH JUNE 30, 2027

Pay Level	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
I	~~$ 18.27~~	~~$ 18.72~~	$ 19.18	$ 19.65	$ 20.11	$ 20.56	$ 21.00	$ 21.45	$ 21.93	$ 22.38	$ 22.85	$ 23.28	$ 23.73
II	~~$ 19.18~~	~~$ 19.67~~	$ 20.15	$ 20.63	$ 21.11	$ 21.59	$ 22.05	$ 22.54	$ 23.01	$ 23.50	$ 23.99	$ 24.46	$ 24.94
III	~~$ 21.11~~	~~$ 21.64~~	$ 22.16	$ 22.66	$ 23.20	$ 23.72	$ 24.26	$ 24.78	$ 25.31	$ 25.84	$ 26.38	$ 26.91	$ 27.43
IV	~~$ 23.20~~	~~$ 23.80~~	$ 24.36	$ 24.95	$ 25.54	$ 26.12	$ 26.70	$ 27.26	$ 27.85	$ 28.43	$ 29.02	$ 29.60	$ 30.16
V	~~$ 26.12~~	~~$ 26.76~~	$ 27.42	$ 28.07	$ 28.74	$ 29.39	$ 30.03	$ 30.67	$ 31.32	$ 32.00	$ 32.65	$ 33.30	$ 33.94

NOTES:

A. Classified employees on step 2 through step 12 as of June 30, 2026 will move one step on the salary schedule, effective July 1, 2026.

B. After Step movement occurs on July 1, 2026, Step 2 will be ‘sunset’ and no longer used. (The step schedule will be adjusted/revised and renumbered upon expiration of the contract on June 30, 2029)

C. Moving forward the existing Step 3 will be considered the ‘entry point’ wage for all newly hired Classified employees.

D. Newly hired Classified employees between July 1, 2026 and June 30, 2027 shall be placed on Step 3 of the salary schedule.

E. Classified employees will receive a 2% across the board increase, effective July 1, 2026.

F. Classified employees on the top step (Step 13) as of June 30, 2026 will receive a 2.25% off-schedule longevity payment, effective July 1, 2026.

APPENDIX A-3

BASE PAY HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2027 THROUGH JUNE 30, 2028

Pay Level	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
I	~~$ 18.64~~	~~$ 19.10~~	~~$ 19.57~~	$ 20.04	$ 20.51	$ 20.97	$ 21.42	$ 21.88	$ 22.36	$ 22.83	$ 23.31	$ 23.75	$ 24.21
II	~~$ 19.57~~	~~$ 20.06~~	~~$ 20.55~~	$ 21.05	$ 21.53	$ 22.02	$ 22.49	$ 22.99	$ 23.47	$ 23.97	$ 24.46	$ 24.95	$ 25.44
III	~~$ 21.53~~	~~$ 22.08~~	~~$ 22.60~~	$ 23.11	$ 23.66	$ 24.20	$ 24.74	$ 25.28	$ 25.82	$ 26.36	$ 26.91	$ 27.44	$ 27.98
IV	~~$ 23.66~~	~~$ 24.27~~	~~$ 24.85~~	$ 25.45	$ 26.05	$ 26.64	$ 27.23	$ 27.81	$ 28.41	$ 29.00	$ 29.60	$ 30.19	$ 30.77
V	~~$ 26.64~~	~~$ 27.29~~	~~$ 27.97~~	$ 28.63	$ 29.32	$ 29.97	$ 30.63	$ 31.28	$ 31.94	$ 32.64	$ 33.31	$ 33.97	$ 34.62

NOTES:

A. Classified employees on step 3 through step 12 as of June 30, 2027 will move one step on the salary schedule, effective July 1, 2027.

B. After Step movement occurs on July 1, 2027, Step 3 will be ‘sunset’ and no longer used. (The step schedule will be adjusted/revised and renumbered upon expiration of the contract on June 30, 2029)

C. Moving forward the existing Step 4 will be considered the ‘entry point’ wage for all newly hired Classified employees.

D. Newly hired employees between July 1, 2027 and June 30, 2028 shall be placed on Step 4 of the salary schedule.

E. Classified employees will receive a 2% across the board increase, effective July 1, 2027.

F. Classified employees on the top step (Step 13) as of June 30, 2027 will receive a 2.25% off-schedule longevity payment, effective July 1, 2027.

APPENDIX A-4

BASE PAY HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2028 THROUGH JUNE 30, 2029

Pay Level	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
I	~~$ 19.01~~	~~$ 19.48~~	~~$ 19.96~~	~~$ 20.44~~	$ 20.92	$ 21.39	$ 21.85	$ 22.32	$ 22.81	$ 23.28	$ 23.77	$ 24.22	$ 24.69
II	~~$ 19.96~~	~~$ 20.46~~	~~$ 20.96~~	~~$ 21.47~~	$ 21.96	$ 22.46	$ 22.94	$ 23.45	$ 23.94	$ 24.45	$ 24.95	$ 25.45	$ 25.95
III	~~$ 21.96~~	~~$ 22.52~~	~~$ 23.05~~	~~$ 23.58~~	$ 24.13	$ 24.68	$ 25.24	$ 25.78	$ 26.33	$ 26.89	$ 27.45	$ 27.99	$ 28.54
IV	~~$ 24.13~~	~~$ 24.76~~	~~$ 25.35~~	~~$ 25.96~~	$ 26.57	$ 27.17	$ 27.77	$ 28.36	$ 28.98	$ 29.58	$ 30.19	$ 30.79	$ 31.38
V	~~$ 27.17~~	~~$ 27.84~~	~~$ 28.53~~	~~$ 29.21~~	$ 29.91	$ 30.57	$ 31.24	$ 31.91	$ 32.58	$ 33.29	$ 33.97	$ 34.65	$ 35.32

NOTES:

A. Classified employees on step 4 through Step 12 as of June 30, 2028 will move one step on the salary schedule, effective July 1, 2028.

B. After Step movement occurs on July 1, 2028, Step 4 will be 'sunset' and no longer used. (The step schedule will be adjusted/revised and renumbered upon expiration of the contract on June 30, 2029)

C. Moving forward the existing Step 5 will be considered the 'entry point' wage for all newly hired Classified employees.

D. Newly hired employees between July 1, 2028 and June 30, 2029 shall be placed on Step 5 of the salary schedule.

E. Classified employees will receive a 2% across the board increase, effective July 1, 2028.

F. Classified employees on the top step (Step 13) as of June 30, 2028 will receive a 2.25% off-schedule longevity payment, effective July 1, 2028

G. On June. 30, 2029, at the conclusion of the contract period, the scale will be renumbered to account for the loss of the 'old steps 1-4' as follows:

- Old Step 5 will be renamed 'Step 1'
- Old Step 6 will be renamed 'Step 2'
- Old Step 7 will be renamed 'Step 3'
- Old Step 8 will be renamed 'Step 4'
- Old Step 9 will be renamed 'Step 5'
- Old Step 10 will be renamed 'Step 6'
- Old Step 11 will be renamed 'Step 7'
- Old Step 12 will be renamed 'Step 8'
- Old Step 13 will be renamed 'Step 9'

APPENDIX B

GROUP INSURANCE AND RETIREMENT BENEFITS

All insurance coverage shall be in accordance with the provisions and requirements of the group policies and shall not be subject to the Grievance Procedure, but individual concerns or problems may be taken up at a Special Conference.

1. Life Insurance

A. Full-time employees are eligible for life insurance coverage as listed below, on the first day of the month following the date of hire.

Options	Coverage	Annual Cash Refund
Core	$120,000	0

Coverage shall be reduced at age 65 and beyond as follows:

Age	Percentage of Age 64 Benefit
65 – 69	65%
70 – 74	45%
75 – 79	30%
80 – 84	20%
85 – 89	15%
90 and older	10%

B. Employees shall have the right to convert such life insurance to an individual policy at their expense within 31 days following termination.

C. Optional benefits will be offered during the annual open enrollment period.

D. Optional Supplemental Term Life. For full-time employees, only, optional supplemental term life insurance is available in an amount up to five hundred thousand dollars ($500,000) at the bargaining unit member's expense through payroll deduction at rates established for the bargaining unit member's specific age group. Supplemental term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods. Coverage shall be reduced beginning at age seventy (70) according to the following table:

Age	Age Reduction Schedule
70-74	35%
75-79	55%
80-84	70%
85-89	80%
90 and older	85%

E. Employees shall have the right to convert their term life insurance to an individual policy at their expense within thirty-one (31) days following termination or retirement.

F. Part-time employees are eligible to purchase, at a cost to the employee, life insurance coverage in $10,000 increments up to $20,000, on the first day of the month following their date of hire.

2. Basic Medical - Health - Hospitalization

A. Full-time employees, their spouses, and dependent children are eligible for medical insurance on the first day of the month following official hire date.

B. For each eligible employee who elects to receive medical coverage from the College, the College will pay for the actual premium cost and/or illustrated rate cost for such medical coverage up to the hard cap threshold as determined by the State of Michigan on an annual basis.

C. Medical Insurance for Part-Time Employees

i. Permanent Part-time Classified employees shall have the option of purchasing medical, dental, and vision insurance at the cost paid by the College, provided it is through payroll deduction. If the employee withdraws consent to payroll deduction, or if there are insufficient funds through payroll deduction to cover the cost, the healthcare (medical, dental, and vision) coverage will be terminated immediately.

ii. For each part-time employee meeting the standard for employer subsidized medical coverage as required under the Affordable Care Act and who elects to receive such medical coverage from the College, the College will pay up to the actual premium cost and/or illustrated rate cost for such medical coverage, up to the hard cap threshold as determined by the state of Michigan on an annual basis, for the employee only/single level of coverage.

D. By law, these amounts are subject to annual adjustment by the State for each calendar year (January 1st – December 31st). The annual hard cap amounts as established by the State will be accounted for by the College during the health insurance open enrollment period provided for employees. Notwithstanding this provision, the College's Board of Trustees for the length of this Agreement retains its right to elect any option (i.e. 80%/20%) provided under Michigan law relative to employer medical insurance coverage contributions on an annual basis.

E. The medical plan options will include at least two PPO plan options and at least one high-deductible (HSA-eligible) plan option. Summary Plan Descriptions for each medical coverage plan offered by the College will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire.

F. At any point during the term of this Agreement, the College may seek quotes from reliable medical carriers/providers for the existing deductible, co-pay, co-insurance and/or prescription drug card levels or alternative medical coverage plan designs. The College will meet with representatives for the Union to review and discuss quotes with the understanding that any change(s) in benefit level(s) is/are subject to negotiation by the parties.

Medical Opt-Out - $2,000 Cash Payment Annually Employees who opt out of an OCC medical plan but are covered under an OCC medical plan through their spouse will not receive this opt-out payment. Written proof of insurance coverage elsewhere is required for Opt-Out.

3. Dental Insurance

Full-time employees, their spouses, and dependent children are eligible for dental insurance coverage the first day of the month following the date of hire.

Option	Annual Benefit	Co-Pay	Ortho-Life Benefit	Annual Cost to Employee	Annual Cash Refund
Core	$1,100	90/10	$3,000	0	0

A. Routine oral exams are currently covered at 100% twice a year. These exams are considered Class 1 services and do not apply to the annual maximum.

B. The annual maximum for Class I, II, and III services shall be no less than: $1,100

C. The lifetime maximum for Class IV services shall be no less than: $3,000

4. Vision Insurance

A. A full-time employee and dependents shall be covered by a vision care plan as determined by the Administration.

B. Employee vision insurance allowances/costs/refunds as follows:

Options	Exam	Frames	Lenses	Contacts	Annual Cost to Employees	Annual Cash Refund
Core	$45 MD $35 OD	$65	52/80/94	$125	0	0
Opt Out						$24

5. Tax Deferred Annuities -- Salary Reduction Plan

Voluntary by employees. Full-time employees are eligible upon enrollment and application if not previously a member. Employees may reduce their salary in accordance with Internal Revenue Code of 1954, as amended, and the regulations there under.

6. Accidental Death and Dismemberment Insurance

The Employer will continue in force for the duration of this Contract its present Accidental Death and Dismemberment Plan with the existing carrier or similar policy or policies with other reputable insurers of its choice. Full-time classified employees shall be eligible to participate voluntarily in this plan. The classified employees shall contribute the total premium for the coverage elected.

7. Michigan Public School Employee's Retirement Fund

Paid by the employer and employee per enabling legislation.

8. Social Security

Paid by the employer and employee per enabling legislation.

9. Workers' Compensation

A. Paid by the College. Employees are eligible upon employment.

B. Benefits per schedule established by law for accidents or illness directly attributable to employment.

C. The employee will not continue to accrue vacation and sick days while being paid by Workers' Compensation for lost wages.

D. Upon return to employment, the employee shall assume their former position and shift.

E. If the employee is unable to assume the duties of their former position, they shall be offered a position with the College they are capable of performing at the current rate of pay for that position.

F. A bargaining unit member who is receiving workers' compensation will continue to receive medical, dental, vision, and life insurance coverage up to a maximum of fourteen (14) months from the date they began receiving workers' compensation benefits.

G. An employee on Workers' Compensation may utilize personal sick leave days in one-half (1/2) day or one (1) day increments to supplement their workers' compensation, so long as the use of said days does not make him/her more than whole.

10. Amount of Liability Benefit

Coverage for job connected liability situations. Maximum Personal Liability: $500,000 per person; $1,000,000 per accident. Maximum Property Liability: $100,000 paid by the College.

11. Unemployment Compensation

The Employer shall provide unemployment compensation for all full-time employees in accordance with the Michigan Unemployment Compensation Act.

12. Library Privileges

Eligible upon employment. Amount of benefit is the use of any of the Oakland Community College library facilities.

APPENDIX C

DEFINITION OF TERMS

Work Site
Refers to the College as a whole and includes a primary work area on any College property, but may also include remote/virtual work.

Full-Time Employee:
A full-time employee shall mean a classified person hired to work forty (40) hours and who receives fringe benefits.

Part-Time Employee:
A part-time employee shall mean a classified person hired to work thirty (30) hours or less each week. When additional work is needed, the College may schedule part-time employees for more than thirty (30) hours per week, provided the employee is available to work the extra hours.

Temporary Employee:
A temporary employee shall be defined as a person employed to fill vacancies of regular employees who are absent due to illness, accident, vacations, leaves of absence; to fill temporary jobs; or to fill vacancies, pending posting and filling of vacant positions as provided for in Article 18.

Temporary Job in Accordance with Article 18:
A temporary job occurs when a full-time or part-time bargaining unit employee is employed for a specified term or for a special assignment for a specified or indefinite period of time.

Supervisor:
A supervisor shall mean a College employee who has the authority to direct the work of employees and effectively recommend the hiring and firing of employees. Each employee shall be notified in writing of their immediate supervisor.

Mileage:
The College will reimburse employees at the rate established by Board policy for necessary mileage incurred with their personal cars while traveling on official business.

Working Day:
The term working day shall mean work days excluding Saturdays, Sundays, and Holidays. Saturday shall be considered a work day for employees on a Tuesday-Saturday work shift/work week.

Student Worker:
A student worker shall mean a student of Oakland Community College who is registered as at least a half-time student six (6) credit hours each in the fall, winter and summer semesters. This restriction may be waived by mutual consent between the parties. The Work-Study students shall be governed by Work-Study Programs.

Probationary Employee:
A probationary employee is a new employee as defined in Article 12, Seniority.

A probationary employee is not eligible for Personal Leave, Article 21, Section A; Personal Business Leave Days, Article 26; Paid Sick Leave, Article 27; Vacations, Article 24. A probationary employee shall be considered an external applicant under Temporary Transfer, Employees, & Assignments, Article 18, and Vacancies, Article 19.

A probationary employee shall be eligible for insurance benefits as outlined in Appendix B.

Internal Applicant/Employee:
A current classified employee but excluding an employee on probation.

External Applicant/Employee:
A classified employee on probation and all other persons not in the classified bargaining unit.

Fiscal Year:
July 1 - June 30

APPENDIX D

PAY LEVELS AND CLASSIFICATIONS

Level I
Parts and Tool Crib Attendant
Secretary

Level III
Admissions Office Specialist
Career Services and Cooperative Education Assistant
Enrollment Communications Specialist
Marketing and Communications Specialist
Printing Specialist
Registrar Services Specialist
Student Services Specialist
Student Support Specialist I

Level IV
Accounting Specialist I
Administrative Specialist I
Financial Aid Specialist
Food Service Technician/Cashier, Bookkeeper
Learning Resources Technician
Paraprofessional
Purchasing & Auxiliary Services Assistant
Student Support Specialist II

Level V
Accounting Specialist II
Administrative Specialist II
Automobile Servicing Specialist
Collision Auto Repair Specialist
Computer Aided Design (CAD) Specialist
Customer Relationship Management Specialist (CRM)
Dental Hygiene Specialist
Graphic Multi-Media Designer
Heating, Ventilation, Air Conditioning & Refrigeration (HVAC) Specialist
Machine Tool Specialist
Materials Specialist
Mechatronics/Electrical Specialist
Payroll Specialist
Robotics and Automation Specialist
Welding and Fabrication Specialist

APPENDIX E
MINIMUM QUALIFICATIONS

A. Any person placed by this Agreement into a job classification shall not be subject to requalification for the same job classification, except for a Paraprofessional bidding to work in a different discipline.

B. Any person applying for a new job classification shall be subject to the new qualification standards.

C. The same minimum qualifications shall be required of external candidates as are required of bargaining unit members. When the College uses the services of temporary agencies to fill temporary positions, the College shall obtain the same evidence required of classified bidders that such individuals meet the same minimum qualifications as were included in the posting of the position for bargaining unit members. The Union shall be notified of each individual used from temporary agencies and be permitted to review the evidence obtained by the College. The language of this paragraph shall not apply to non-bargaining unit temporaries hired for a period not to exceed ninety (90) working days.

D. Interpreting Minimum Qualifications:

   1. Except as specifically provided elsewhere, whenever a particular OCC course or degree is specified, an equivalent course or degree may be substituted. In the case of courses or degrees from other institutions, the Registrar shall determine equivalency. In the case of other OCC courses or degrees, any substitutions provided in the catalog or mutually agreed to by the College and the Union shall be honored.

   2. Wherever full-time experience is required, an equivalent amount of continuous part-time experience may be substituted. Internal transfers are exempt from required work experience

E. The Union fully supports the College's mission and value statement and will work collaboratively with the College to ensure that all employees hired or promoted are committed to work in a team environment and recognizes the need to work in a multicultural and diverse working environment.

Pay Level I

Classification Title	Minimum Qualifications
Parts & Tool Crib Attendant	High School graduation or equivalent Six (6) months related work experience
Secretary	High School graduation or equivalent

Pay Level III

Classification Title	Minimum Qualifications
Admissions Office Specialist	Successful completion of a minimum of 24 college credit hours in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820, and CIS 1050) -or- An Associate degree or higher in any discipline
Career Services and Cooperative Education Assistant	Successful completion of a minimum of 24 college credit hours in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050) -or- Associate Degree or higher in any discipline AND Two (2) years clerical work experience
Enrollment Communications Specialist	Successful completion of a minimum of 24 college credit hours in any discipline -or- Associate degree or higher in any discipline

Classification Title	Minimum Qualifications
Marketing and Communications Specialist	Successful completion of a minimum of 24 college credit hours in any discipline -or- Associate degree or higher in any discipline
Printing Specialist	Successful completion of a minimum of 24 college credit hours in Computer Information Systems -or- Certification as a Print Specialist -or- Associate Degree or higher in any discipline AND Two (2) years' experience in a printing and finishing environment Must possess and maintain a current and valid Michigan driver's license
Registrar's Services Specialist	Successful completion of a minimum of 24 college credit hours in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820, and CIS 1050) -or- An Associate degree or higher in any discipline
Student Services Specialist	Successful completion of a minimum of 24 college credit hours in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050) -or- Associate Degree or higher in any discipline

Classification Title	Minimum Qualifications
Student Support Specialist I	Successful completion of a minimum of 24 college credit hours in Administrative Support Technology (AST), Business Information Systems, Computer Information Systems, or Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820, and CIS 1050) -or- An Associate degree or higher in any discipline

Pay Level IV

Classification Title	Minimum Qualifications
Accounting Specialist I	An earned Associate Degree or higher in Accounting or Business Administration (with a concentration in Accounting) -or- Any Associate Degree or higher with successful completion of 16 college credit hours in Accounting AND Two (2) years accounting or bookkeeping experience
Administrative Specialist I	An earned Associate Degree or higher in Administrative Support Technology, Business Administration, Business Information Systems or Computer Information Systems -or- Any Associate Degree or higher with successful completion of 16 college credit hours in Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Business Information Systems or Computer Information Systems AND Two (2) years secretarial experience

Classification Title	Minimum Qualifications
Financial Aid Specialist	An earned Associate Degree or higher in Accounting, Administrative Support Technology (AST), Business Administration, Business Information Systems or Computer Information Systems -or- Any Associate Degree or higher with 16 college credit hours in Accounting, Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Business Information Systems or Computer Information Systems AND Two (2) years customer service experience
Food Service Technician/Cashier/ Bookkeeper	An earned Associate Degree or higher in Culinary Arts or Restaurant Management -or- Any Associate Degree or higher with 16 college credit hours in Culinary Arts or Restaurant Management AND Two (2) years of experience in food service business operations with the ability to lift 40 lbs.
Learning Resources Technician	An earned Associate Degree or higher in Library Science -or- Any Associate degree or higher with 16 college credit hours in Library Science AND Two (2) years' experience in a library setting with demonstrated customer service experience

Classification Title	Minimum Qualifications
Paraprofessional	An earned Associate Degree or higher in the discipline which the position supports -or- Any Associate Degree or higher and 16 college credit hours in the discipline the position supports AND Must possess and maintain a current and valid Michigan driver's license *ASC and Testing Center Paraprofessional:* An earned Associate degree or higher in any discipline
Purchasing & Auxiliary Services Assistant	An earned Associate Degree or higher in Business Administration or Accounting -or- Any Associate Degree or higher with successful completion of 16 college credit hours in Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), or Accounting AND Two (2) years vendor-related purchasing experience
Student Support Specialist II	An earned Associate degree or higher in Business Administration, Computer Information Systems, Information Technology, or similar. AND Three (3) or more years' experience in admissions, enrollment services, or related student services positions with demonstrated data analysis experience.

Pay Level V

Classification Title	Minimum Qualifications
Accounting Specialist II	An earned Associate Degree or higher in Accounting or Business Administration (with a concentration in Accounting) AND Four (4) years of accounting experience with demonstrated customer service and demonstrated ability applying critical thinking skills to resolve issues
Administrative Specialist II	An earned Associate Degree or higher in Administrative Support Technology, Business Administration, Business Information Systems or Computer Information Systems -or- Any Associate Degree or higher with successful completion of 16 college credit hours in Business Administration (BUS 1100, BUS 2030, BUS 2530, MKT 2520, ACC 1800, ACC 1810, ACC 1820 and CIS 1050), Business Information Systems or Computer Information Systems AND Four (4) years secretarial experience with demonstrated ability to take minutes as well as demonstrated customer service experience.
Automobile Servicing Specialist	An earned Associate degree or higher in automobile servicing. -or- Any Associate degree or higher with a minimum of 16 college credits in automobile servicing *AND* two (2) or more years of work experience in automotive servicing with demonstrated knowledge of industry standards. -or- A high school diploma *AND* Industry Related Certifications *AND* five (5) years of automobile servicing experience with demonstrated knowledge of industry standards. Must possess and maintain a current and valid Michigan driver's license. -AND- Must train and certify in forklift operation.

Classification Title	Minimum Qualifications
Collision Auto Repair Specialist	An earned Associate degree or higher in automobile collision repair. -or- Any Associate degree or higher with a minimum of 16 college credits in collision auto repair *AND* two (2) or more years of work experience in automotive collision repair with demonstrated knowledge of industry standards. -or- A high school diploma *AND* Industry Related Certifications *AND* five (5) years of automobile collision repair experience with demonstrated knowledge of industry standards. Must possess and maintain a current and valid Michigan driver's license. -AND- Must train and certify in forklift operation.
Computer Aided Design (CAD) Specialist	An earned Associate degree or higher in the discipline which the position supports. -or- An Associate degree or higher with a minimum of 16 college credit hours in the discipline the position supports and three (3) or more years of work experience in an instructional Computer Aided Design lab OR Computer Aided Design industry. -AND- Must possess and maintain a current and valid Michigan driver's license.
Customer Relationship Management (CRM) Specialist	An earned Associate degree or higher in Business Administration or Computer Information Systems. -or- Any Associate degree or higher with successful completion of 16 college credits in Business Administration or Computer Information Systems AND Two (2) years' experience in admissions, enrollment services or related positions in student services with demonstrated customer service experience.

Classification Title	Minimum Qualifications
Dental Hygiene Specialist	An earned Associate Degree or higher in Applied Science (Dental Hygiene), Administrative Support Technology, Business Administration, Business Information Systems or Computer Information Systems AND Four (4) years medical office or secretarial experience (in a dental setting preferred) with demonstrated customer service experience. Knowledge of Dental Hygiene software preferred.
Graphic/Multi-Media Designer	An earned Associate Degree or higher in Graphic Design, Multi-Media or Visual Communication Design, or Digital Design. AND Two (2) years of graphic and digital design experience; knowledge of industry standard software, Microsoft Office and Adobe products (InDesign, Acrobat, Photoshop, and Illustrator). Must possess and maintain a current and valid Michigan driver's license. Experience with Americans with Disabilities Act (ADA) compliance and knowledge of web production preferred.
Heating, Ventilation, Air Conditioning & Refrigeration (HVAC) Specialist	An earned Associate degree or higher in the discipline which the position supports. -or- An Associate degree or higher with a minimum of 16 college credit hours in the discipline the position supports and three (3) or more years of work experience in an instruction HVAC lab OR HVAC industry. -AND- Must possess and maintain a current and valid Michigan driver's license.
Machine Tool Specialist	An earned Associate degree or higher in the discipline which the position supports. -or- An Associate degree or higher with a minimum of 16 college credit hours in the discipline the position supports and three (3) or more years of work experience in an instruction Machine Tool lab OR Machine Tool industry. -AND- Must possess and maintain a current and valid Michigan driver's license.

Classification Title	Minimum Qualifications
Materials Specialist	An earned Bachelor's Degree or higher in a discipline which the position supports; -or- An Associate Degree in a discipline the position supports with five (5) years of relevant work experience AND Must possess and maintain a current and valid Michigan driver's license
Mechatronics/Electrical Specialist	An earned Associate degree or higher in the discipline which the position supports. -or- An Associate degree or higher with a minimum of 16 college credit hours in the discipline the position supports and three (3) or more years of work experience in an instructional Mechatronics/Electrical lab OR Mechatronics/Electrical industry. -AND- Must possess and maintain a current and valid Michigan driver's license.
Payroll Specialist	An earned Associate Degree or higher in Accounting or Business Administration (with a concentration in Accounting) AND Four (4) years accounting or payroll processing experience and familiarity with Federal, State, and Social Security regulations
Robotics and Automation Specialist	An earned Associate degree or higher in the discipline which the position supports. -or- An Associate degree or higher with a minimum of 16 college credit hours in the discipline the position supports and three (3) or more years of work experience in an instructional Robotics and Automation lab OR Robotics and Automation industry. -AND- Must possess and maintain a current and valid Michigan driver's license.

Classification Title	Minimum Qualifications
Welding and Fabrication Specialist	An earned Associate degree or higher in the discipline which the position supports. -or- An Associate degree or higher with a minimum of 16 college credit hours in the discipline the position supports and three (3) or more years of work experience in an instructional welding lab OR welding industry. -AND- Must possess and maintain a current and valid Michigan driver's license. -AND- Must train and certify in forklift operation. RECOMMENDED: Certification in First-Aid/Emergency Response/CPR.

APPENDIX F

PERFORMANCE APPRAISAL FORM

NAME: ____
Last First Middle

EVALUATION DATE: ____________________________ DATE OF HIRE: __________________________

POSITION TITLE: ____

DEPARTMENT: ___________________________ FULL TIME: _______ PART-TIME: __________

TYPE OF APPRAISAL: Regular ______ Probationary _______ Other _______

EVALUATOR NAME: ______________________ EVALUATOR TITLE: ___________________________

PURPOSE OF APPRAISAL: To improve individual performance and to create an incentive to change their behavior if it is warranted.

DEFINITIONS OF DEGREES OF PERFORMANCE

<u>Outstanding</u> performance is consistently characterized by exceptionally high-quality work that leaves little or nothing to be desired. Employee repeatedly makes contributions to the organization which are far above the requirements of their position. (5 points)

<u>Very Good</u> performance is marked by initiative and high quality and quantity of work. Employee regularly makes valuable contributions to the organization. Judgments are sound and employee demonstrates knowledge and mastery of their position. (4 points)

<u>Satisfactory</u> performance is that which meets the requirements of the position. The position is being covered in an adequate manner and the responsibilities are being handled competently. (3 points)

<u>Needs Improvement</u> performance is marginal. Employee requires frequent supervision. Does not meet minimum standards for performance; improvement is expected. (2 points)

<u>Unsatisfactory</u> performance does not meet the requirements of the position. (1 point)

<u>PERFORMANCE FACTORS</u>

A. Quality of Work:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered were the accuracy, planning, follow-through and attention to detail of your work together with the necessity for close supervision of your efforts. Volume of work produced was not considered.

____

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____

____

B. Quantity of Work:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered was your ability to organize work load, amount of work completed, and extent to which work is kept on schedule.

____

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____

C. Work Habits:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered was your adherence to established procedures and rules; your dependability, judgment, persistency and personal habits as they affect your work in general.

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D. Attitude:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered was your attitude toward your work, your ability to make useful suggestions, your specialized knowledge of your job, your efforts to acquire new or broader knowledge of your job.

____

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____

E. Relationships With People:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered were such traits as your tact, courtesy, self-control, patience, and discretion in dealing with your fellow employees, subordinates, superiors, and the public.

____

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F. Resourcefulness:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered were ability to handle difficult situations, ability to work independently and ability to be flexible in adapting to changes.

____

____

____

G. Attendance:

[ ] Outstanding (5) [ ] Very Good (4) [ ] Satisfactory (3) [ ] Needs Improvement (2) [ ] Unsatisfactory (1)

Considered was whether you came to work on time each day in conformance with work hours.

____

____

____

Total Points: (add points from each category above) _____________

OVERALL PERFORMANCE (circle one)

Outstanding	**(32-35)**
Very Good	**(25-31)**
Satisfactory	**(21-24)**
Needs Improvement	**(14-20)**
Unsatisfactory	**(7-13)**

Explanation/Comments: ____

____

____

Describe areas of improvement since the last review.

____

____

____

____

TRIAL PERIOD/PROBATIONARY PERIOD EXTENSION RECOMMENDED (IF APPLICABLE)

YES ___________ NO ___________ How long? _________________

<u>AREAS FOR PROFESSIONAL DEVELOPMENT</u>

Identify areas in which professional development activities are necessary to further enhance the employee's professional competence and success.

____

____

____

Evaluators Comments:

____

Evaluator's Signature: ____________________________________ Date: ________________

Employee's Comments

____

Employee's Signature: __________________________________ Date: __________________

EMPLOYEE'S ACKNOWLEDGEMENT

This evaluation has been discussed with me and my signature on this document acknowledges receipt of a copy of this evaluation and in no way signifies agreement with the aforementioned comments.

Employee's Signature: _________________________ Date: ______________________________

APPENDIX G-1

2025-2026 WINTER CLOSEDOWN

The parties agree as follows:

A. There will be a winter closedown from Wednesday, December 24, 2025 through Sunday, January 4, 2026. The College will reopen on Monday, January 5, 2026

B. The winter closedown shall consist of the following calendar dates:

Date	Date	Designation
Wednesday	December 24	Holiday
Thursday	December 25	Holiday
Friday	December 26	Work Day
Saturday	December 27	Saturday
Sunday	December 28	Sunday
Monday	December 29	Work Day
Tuesday	December 30	Work Day
Wednesday	December 31	Holiday
Thursday	January 1	Holiday
Friday	January 2	Work Day

C. For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:

1. Two (2) vacation days, plus two (2) days of paid time from the College

2. Two (2) personal business days, plus two (2) days of paid time from the College

3. Any combination of A and B

4. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay

D. Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options:

1. Up to sixteen (16) hours of accrued time, with the College paying for an equal number of hours. The remaining time shall be without pay.

2. All time taken without pay, with the understanding that the time would not be considered as scheduled work time for the purpose of determining eligibility for holiday pay.

E. Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate Vice Chancellor no later than December 1, of each year. Any employee who works on a day designated as a “work day” will be paid at time and one half. In addition, an equal number of hours will be added to the employee’s vacation bank for all hours worked during the winter closedown.

APPENDIX G-2

2026-2027 WINTER CLOSEDOWN

The parties agree as follows:

A. There will be a winter closedown from Wednesday, December 23, 2026 through Sunday, January 3, 2027. The College will reopen on Monday, January 4, 2027.

B. The winter closedown shall consist of the following calendar dates:

Date	Date	Designation
Wednesday	December 23	Work Day
Thursday	December 24	Holiday
Friday	December 25	Holiday
Saturday	December 26	Saturday
Sunday	December 27	Sunday
Monday	December 28	Work Day
Tuesday	December 29	Work Day
Wednesday	December 30	Work Day
Thursday	December 31	Holiday
Friday	January 1	Holiday

C. For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:

1. Two (2) vacation days, plus two (2) days of paid time from the College

2. Two (2) personal business days, plus two (2) days of paid time from the College

3. Any combination of A and B

4. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay

D. Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options:

1. Up to sixteen (16) hours of accrued time, with the College paying for an equal number of hours. The remaining time shall be without pay.

2. All time taken without pay, with the understanding that the time would not be considered as scheduled work time for the purpose of determining eligibility for holiday pay.

E. Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate Vice Chancellor no later than December 1, of each year. Any employee who works on a day designated as a "work day" will be paid at time and one half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown.

APPENDIX G-3

2027-2028 WINTER CLOSEDOWN

The parties agree as follows:

A. There will be a winter closedown from Wednesday, December 22, 2027 through Sunday, January 2, 2028. The College will reopen on Monday, January 3, 2028.

B. The winter closedown shall consist of the following calendar dates:

Date	Date	Designation
Wednesday	December 22	Work Day
Thursday	December 23	Holiday
Friday	December 24	Holiday
Saturday	December 25	Saturday
Sunday	December 26	Sunday
Monday	December 27	Work Day
Tuesday	December 28	Work Day
Wednesday	December 29	Work Day
Thursday	December 30	Holiday
Friday	December 31	Holiday

C. For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:

1. Two (2) vacation days, plus two (2) days of paid time from the College

2. Two (2) personal business days, plus two (2) days of paid time from the College

3. Any combination of A and B

4. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay

D. Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options:

1. Up to sixteen (16) hours of accrued time, with the College paying for an equal number of hours. The remaining time shall be without pay.

2. All time taken without pay, with the understanding that the time would not be considered as scheduled work time for the purpose of determining eligibility for holiday pay.

E. Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate Vice Chancellor no later than December 1, of each year. Any employee who works on a day designated as a “work day” will be paid at time and one half. In addition, an equal number of hours will be added to the employee’s vacation bank for all hours worked during the winter closedown.

APPENDIX G-4

2028-2029 WINTER CLOSEDOWN

The parties agree as follows:

A. There will be a winter closedown from Thursday, December 21, 2028 through Monday, January 1, 2029. The College will reopen on Tuesday, January 2, 2029.

B. The winter closedown shall consist of the following calendar dates:

Date	Date	Designation
Thursday	December 21	Work Day
Friday	December 22	Holiday
Saturday	December 23	Saturday
Sunday	December 24	Sunday
Monday	December 25	Holiday
Tuesday	December 26	Work Day
Wednesday	December 27	Work Day
Thursday	December 28	Work Day
Friday	December 29	Holiday
Saturday	December 30	Saturday
Sunday	December 31	Sunday
Monday	January 1	Holiday

C. For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:

1. Two (2) vacation days, plus two (2) days of paid time from the College

2. Two (2) personal business days, plus two (2) days of paid time from the College

3. Any combination of A and B

4. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay

D. Part-time employees who would be scheduled to work during the scheduled work days shall elect one of the following options:

1. Up to sixteen (16) hours of accrued time, with the College paying for an equal number of hours. The remaining time shall be without pay.

2. All time taken without pay, with the understanding that the time would not be considered as scheduled work time for the purpose of determining eligibility for holiday pay.

E. Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate Vice Chancellor no later than December 1, of each year. Any employee who works on a day designated as a "work day" will be paid at time and one half. In addition, an equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown.

APPENDIX H
FLEXIBLE WORK WEEK

In accordance with Appendix A, this is a request for the following work schedule:

Employee's name (print): ________________________________

Employee's signature: ___________________________________ Date: _____________

Position: ___________________________________ Department: ____________________

Request Period (insert start and end dates): ___________________________

The forty (40) hour work week is proposed as follows:

Monday	from	__________	a.m.	to	__________	p.m.
Tuesday	from	__________	a.m.	to	__________	p.m.
Wednesday	from	__________	a.m.	to	__________	p.m.
Thursday	from	__________	a.m.	to	__________	p.m.
Friday	from	__________	a.m.	to	__________	p.m.

Justification for request (Note: flexible schedule must benefit college services or operations, and students)

____

____

____

____

____

☐ Approved ☐ Denied

__________________________________ _____________ ____________________________
Supervisor Signatures Date Title

__________________________________ _
Supervisor Name (print)

Note: Flexible schedules must conform to the requirements of Appendix A, Work Shift, section D

Copies to: Local President, Human Resources, Payroll, and the Provost/Vice Chancellor of the Division

APPENDIX I

FAMILY AND MEDICAL LEAVE ACT

U.S. Department of Labor

Wage and Hour Division

Pages 83-86

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Fact Sheet #28: The Family and Medical Leave Act

Revised March 2025

The Family and Medical Leave Act (FMLA) provides job-protected leave from work for family and medical reasons. This fact sheet explains FMLA benefits and protections.

ABOUT THE FMLA

The FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

Eligible employees: Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

Covered employers: Covered employers under the FMLA include:

- Private-sector employers who employ 50 or more employees in 20 or more workweeks in either the current calendar year or previous calendar year,
- Public agencies (including Federal, State, and local government employers, regardless of the number of employees), and
- Local educational agencies (including public school boards, public elementary and secondary schools, and private elementary and secondary schools, regardless of the number of employees).

The FMLA protects leave for:

- The birth of a child or placement of a child with the employee for adoption or foster care,
- The care for a child, spouse, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to work, and
- Reasons related to a family member's service in the military, including
  - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
  - Military caregiver leave – leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Download "The Employee Guide to the Family and Medical Leave Act" for more information about the FMLA, including how to request FMLA leave.

USING FMLA LEAVE

Eligible employees may take:

- Up to 12 workweeks of leave in a 12-month period for any FMLA leave reason except military caregiver leave, and

- Up to 26 workweeks of military caregiver leave during a single 12-month period.

Examples:

- Sheila works 32 hours a week at a shoe store. When Sheila needs to take FMLA leave for 12 weeks, she may use up to 32 hours of FMLA leave a week for 12 weeks.
- Chester works 40 hours a week as an administrative assistant. When Chester needs to take FMLA leave for 12 weeks, he may use up to 40 hours of FMLA leave a week for 12 weeks.
- Kayden works 50 hours a week as a cook at a restaurant. When Kayden needs to take FMLA leave for 12 weeks, he may use up to 50 hours of FMLA leave a week for 12 weeks.

Intermittent or reduced schedule leave. Employees have the right to take FMLA leave all at once, or, when medically necessary, in separate blocks of time or by reducing the time they work each day or week. Intermittent or reduced schedule leave is also available for military family leave reasons. However, employees may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child only if they and their employer agree.

Examples:

- Sheila has a daughter who serves in the Armed Forces and was seriously injured during deployment overseas. Sheila needs FMLA leave for one-half of her usual workweek (16 hours) over the next six months to assist with her daughter's care.
- Chester has a serious mental health condition that sometimes affects his ability to work. Occasionally, when Chester is unable to work because of his mental health, he takes FMLA leave, usually for one to three weeks at a time. Chester also takes FMLA leave every now and then for an hour or two when he has an appointment to see his doctor or attend therapy to treat his condition.
- Kayden, a cook, works Tuesday through Saturday. His father, Emile, has a serious health condition. Kayden and his wife, Maeve, take turns bringing Emile to dialysis during the week. Every other Friday evening Kayden uses five hours of FMLA leave to help his father. Even though his wife helps, Kayden also occasionally uses five hours of FMLA leave on other evenings to help his father.

Paid leave. FMLA is job-protected, unpaid leave. Employees may use employer provided paid leave at the same time that they take FMLA leave if the reason they are using FMLA leave is covered by the employer's paid leave policy. An employer may also require employees to use their paid leave during FMLA leave.

Examples:

- Sheila works for a shoe store that provides her with one week of paid vacation time every year. The store always requires employees to use their paid vacation time when they take time off from work for any reason, even if they are not taking a vacation. When Sheila takes 16 hours of FMLA leave because of her daughter's deployment with the Armed Forces to a foreign country, her employer pays her for her FMLA time off and deducts 16 hours from her one week of vacation time.
- When Chester needs FMLA leave for his own serious health condition, he uses paid sick leave that is part of his job benefits.
- The restaurant where Kayden works provides him paid sick leave that he can use for his own health needs but not for family care. Kayden also has other paid time off (PTO) that he uses when he takes leave to care for his father who has a serious health condition.

Requesting FMLA leave. Employees do not have to specifically ask for FMLA leave but do need to provide enough information so the employer is aware the leave may be covered by the FMLA. Employees must provide notice to their employer as soon as possible and practical that they will need to use FMLA leave. For example, if an employee knows that he or she has a procedure for a serious medical condition scheduled in three weeks, the employee needs to provide notice to the employer as soon as the procedure is scheduled. Employers may ask for information from the health care provider before approving FMLA leave and must allow 15 calendar days to provide the information. In some circumstances, such as when the employee's health care provider is not able to complete the certification information timely, employees must be allowed additional time.

FMLA LEAVE BENEFITS AND PROTECTIONS

Job protection. Employees who use FMLA leave have the right to go back to work at their same job or to an equivalent job that has the same pay, benefits, and other terms and conditions of employment at the end of their FMLA leave. Violations of an employee's FMLA rights may include changing the number of shifts assigned to the employee, moving the employee to a location outside of his or her normal commuting area, or denying the employee a bonus for which the employee qualified before taking FMLA leave.

An employer cannot threaten, discriminate against, punish, suspend, or fire an employee because he or she requested or used FMLA leave. Violations of an employee's FMLA rights may include actions such as writing up the employee for missing work when using FMLA leave, denying a promotion because the employee has used FMLA leave, or assessing negative attendance points for FMLA leave use.

Group health plan benefits. Employers are required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the employee's FMLA leave.

SPECIAL FMLA RULES FOR SOME WORKERS

FMLA Leave and Teachers. Special rules apply to employees of elementary schools, secondary schools, and school boards. Generally, these rules apply when an employee needs intermittent leave or leave near the end of a school term.

FMLA Eligibility for Flight Crews. Airline flight crew employees have special hours of service eligibility requirements. For more information about the special rules for flight crew employees, see Fact Sheet #28J.

FMLA Eligibility for Servicemembers under the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Returning servicemembers are entitled to receive all rights and benefits of employment that they would have obtained if they had been continuously employed. Any period of absence from work due to USERRA-covered service counts toward an employee's months and hours of service requirements for FMLA leave eligibility.

ADDITIONAL PROTECTIONS

State Laws

Some States have their own family and medical leave laws. Nothing in the FMLA prevents employees from receiving protections under other laws. Workers have the right to benefit from all the laws that apply.

Protection from Retaliation

FMLA is a federal worker protection law. Employers are prohibited from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any FMLA right. Any violations of the FMLA or the FMLA regulations constitute interfering with, restraining, or denying the exercise of rights provided by the FMLA. For more information about prohibited employer retaliation under the FMLA, see Fact Sheet #77B and Field Assistance Bulletin 2022-2.

Enforcement

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court. State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most Federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.dol.gov/agencies/whd and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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LETTER OF UNDERSTANDING #1

BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
AFSCME LOCAL 2042

Re: Tutors

This agreement shall apply only to tutors working in labs in academic disciplines.

A. At the beginning of each semester, the appropriate dean shall schedule a meeting with the appropriate faculty and appropriate paraprofessional(s) to determine the needs for tutors. At this meeting, both the faculty and paraprofessional(s) shall have input; however, the Dean shall make the final determination as to numbers and hours of tutors. Whenever possible, paraprofessional(s) shall be involved in the selection of Tutors.

B. A tutor shall not be used to circumvent overtime nor replace Classified employees. Tutors may tutor in the absence of paraprofessionals; however, tutors shall not be rescheduled to cover absences of the paraprofessional. When a paraprofessional(s) is on duty, they will oversee the activities and hours of tutors. It is not intended that the paraprofessional(s) "supervise" tutors, but rather that they act in a coordination role in order to best serve the needs of students.

C. Tutors shall be paid in accordance with Board policy, but the rate will not exceed the minimum starting rate in effect for paraprofessionals less $1. A tutor may work a maximum of 28 hours per week on average. This provision may be waived by the campus administration and local steward in exceptional circumstances.

D. The Employer will provide a list of tutors each semester to the chief Steward. It shall contain, in Representational Area, the tutor's name, pay rate, the lab assigned to, and hours worked for the semester. This list shall be printed once the last pay of the semester has been made. The Union may refer the matter to a Special Conference if the number of tutors has increased to the point the Union believes presents an erosion or restriction of bargaining unit work and positions.

E. Use of tutors shall not limit staff development opportunities for Classified personnel.

F. This Letter of Understanding shall not apply to ACCESS tutors.

On behalf of:

OCC BOARD OF TRUSTEES	**AFSCME LOCAL 2042**
______________________________	______________________________
Andre' L. Poplar Vice Chancellor for Human Resources	June Thomas AFSME Michigan 925 Representative
Date:__________________________	Date:__________________________
	______________________________
	Andrea Powell President
	Date:__________________________

LETTER OF AGREEMENT #1

BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
AFSCME LOCAL 2042

CURRENT LETTERS OF AGREEMENT AND LETTERS OF UNDERSTANDING

This Letter of Agreement between Oakland Community College ("College") and Classified Local Union No. 2042 ("Union") hereby mutually agree to limit the items listed on the InsideOCC > Classified Master Agreement page, to only those designated to be 'current and valid' as outlined below. The College further agrees to archive any outdated or previously integrated LOAs/LOUs as outlined below. The College will move those archived LOAs/LOUs to an archived folder on the College intranet, ensuring mutual access to this information in perpetuity. Further LOAs/LOUs will be archived regularly, in this same manner, upon discussion and agreement between the parties.

Letters of Understanding/Letters of Agreement to be Archived

1. LOA #1 – Appendix F (D & E) – minimum qualifications review in contract
2. LOA #2 – Training Opportunities – *archive expired versions, renew/extend/expand)*
3. LOA #5 – Minimum Qualifications update for Paraprofessionals
4. LOA #7 – Reclassification – unique and specific circumstances
5. LOA #8 – Voluntary Layoff during Covid-19 pandemic
6. LOA #11 – Upgrade & Reclassifications – unique and specific circumstances
7. LOU #4 – Graphic Designer Clerical Skills Battery – unique and specific circumstances
8. LOU #6 – Lab Technician for Mechatronics/Machine Tool – unique and specific circumstances
9. LOU #8 – Food Service Assistants
10. LOU #9 – Contract extension through June 30, 2021 – extension period has passed
11. LOU #10 – Welding & Fabrication Specialist minimum qualifications – unique and specific circumstances

Letters of Understanding/Letters of Agreement
to Retain as Current and Valid

1. LOU #11 – ACCESS Paraprofessional upgrades (effective until November 14, 2026)
2. LOU #12 – Highland Lakes vacancies (effective until the closure of the Highland Lakes campus)

Letters of Understanding/Letters of Agreement
to Incorporate into Appendices D & E, then Archived

1. LOA #3 – Change in Minimum Qualifications
2. LOA #12 – EMIT Upgrades and Reclassifications
3. LOA #13 – Enrollment Services Reclassification and Upgrade

4. LOA #14 – Minimum Qualifications Appendix D & E Updates
5. LOA #15 – EMIT Upgrades & Reclassifications
6. LOA #16 – Registrar and Admissions Reclassifications
7. LOA #17 – Science Department Upgrades & Reclassifications
8. LOA #18 – Library Technician Upgrades & Reclassifications

On behalf of:

OAKLAND COMMUNITY COLLEGE	**AFSCME LOCAL 2042**
______________________________	______________________________
Andre' Poplar Vice Chancellor for Human Resources	June Thomas AFSCME Michigan 925 Representative
______________________________	______________________________
Date	Date
______________________________	______________________________
Carmen White Director of Employee Services	Andrea Powell AFSCME President, Local 2042
______________________________	______________________________
Date	Date

LETTER OF AGREEMENT #3

BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
AFSCME LOCAL 2042

Minimum Qualification Review

This Letter of Agreement between Oakland Community College (“College”) and Classified Local Union No. 2042 (“Union”) hereby mutually agree to meet on or before November 30, 2026, to discuss and negotiate a Letter of Agreement to review existing minimum qualifications regarding specific course requirements referenced in some positions.

On behalf of: **OAKLAND COMMUNITY COLLEGE**	**AFSCME LOCAL 2042**
______________________________ Andre’ Poplar Vice Chancellor for Human Resources	______________________________ June Thomas AFSCME Michigan 925 Representative
______________________________ Date	______________________________ Date
______________________________ Carmen White Director of Employee Services	______________________________ Andrea Powell AFSCME President, Local 2042
______________________________ Date	______________________________ Date

LETTER OF AGREEMENT #4

BETWEEN
OAKLAND COMMUNITY COLLEGE
AND
AFSCME LOCAL 2042

ANNUAL EVALUATIONS PROCESS UPDATE

This Letter of Agreement is between Oakland Community College ("College") and Classified Local Union No. 2042 ("Union").

The College and Union have agreed to the following:

1. The College and Union will meet collaboratively to share and review the results of and feedback on the 2025 and 2026 Annual Evaluations Process.
2. After reviewing feedback, the parties will consider any necessary changes/updates to the Annual Evaluation language in the Classified Master Agreement, and will make those agreed upon updates via a Letter of Understanding.
3. The parties will endeavor to complete this work by August 31, 2026, to allow ample time for supervisors to be advised of any updates to the process, prior to the subsequent April 2027 reviews.
4. This Letter of Understanding shall expire on March 1, 2027, unless expressly extended in writing by mutual agreement of the parties.

This Letter of Agreement is based on unique circumstances and shall not have any precedential effect with other language in the Classified Master Agreement.

On behalf of:

OAKLAND COMMUNITY COLLEGE	**AFSCME LOCAL 2042**
________________________	________________________
Andre' Poplar Vice Chancellor for Human Resources	June Thomas AFSCME Michigan 925 Representative
________________________	________________________
Date	Date
________________________	________________________
Carmen White Director of Employee Services	Andrea Powell AFSCME President, Local 2042
________________________	________________________
Date	Date

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