

Oakland Community
College
and
International Union of
Operating Engineers Local
No. 324, AFL-CIO

Operating Engineers
Master Agreement

July 1, 2025 – June 30, 2028

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**OAKLAND COMMUNITY COLLEGE
LABOR CONTRACT**

Oakland Community College, hereinafter referred to as the "College" and the International Union of Operating Engineers, Local 324, AFL-CIO, hereinafter referred to as the "Union" on July 1, 2025, enter into the following Agreement:

**ARTICLE 1
RECOGNITION**

The College recognizes the Union as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965, as amended, for the purpose of collective bargaining for all Operating Engineer personnel with respect to hours, wages, terms, and conditions of employment, for the term of this Agreement.

**ARTICLE 2
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 and to promote all such employees. Just cause shall be required for discipline, dismissals or demotions;
- 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 reasonable 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 3
DUES CHECK-OFF**

The College shall deduct from the pay of each employee the required amount of the payment of initiation fees and Union dues, and pay such amounts deducted to said Local for each and every employee covered by this Agreement to the extent permitted by law, provided, however, that the Union presents to the College authorization signed by such an employee allowing such deductions and payment to the Local Union.

The deduction shall be made from the pay of the employees for the first pay period of the calendar month, and the College shall deduct current membership dues from the wages of said employees upon completion of their probationary period.

All sums deducted shall be remitted to the financial secretary for the Local Union not later than the last day of the calendar month in which such deductions are made, the same to be allocated and distributed by them in accordance with the constitution, laws, and regulations of the Union.

Dues payments and inquiries shall be sent to:

Operating Engineers 324 Stationary Dues Dept.
500 Hulet Dr.
Bloomfield Twp., MI 48302
Phone: (248) 451-0324

The Union shall indemnify and save harmless the College from any and all claims, demands, suits, or any other actions arising from this article.

Upon request, a current seniority list shall be provided to the Union. Such list shall contain name, address, date of hire, classification, seniority date, and the employee's current rate of pay.

ARTICLE 4 STEWARDS

There shall be one steward and one alternate steward to represent the employees covered under this Agreement. The names of the steward and alternate steward shall be certified in writing to the College by the Local Union.

1. The authority of steward and alternate, so designated by the Local Union, shall be limited to and shall not exceed the following duties and activities: The investigation and presentation of employees' grievances in accordance with the provisions of this Agreement.
2. The steward or alternate may investigate and present grievances to the College during his regular working hours providing that the time used for this purpose will not be abused.

ARTICLE 5 GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of an operating engineer or group of operating engineers and/or interpretation, meaning or application of any of the provisions of this Agreement. Grievances may be instituted by any operating engineer, group of operating engineers, or IUOE, Local 324, AFL-CIO. The grieving party shall have Union representative with them at all stages of the grievance procedure.

B. TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the Union. Any grievance not presented for disposition through the grievance procedure within twenty (20) working days of the event or occurrence of the condition

giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement.

C. GRIEVANCE STEPS

Any grievance shall be presented through the following procedure, although the aggrieved parties are urged to discuss matters informally with their immediate supervisor before filing a formal written grievance.

Step 1. Within twenty (20) working days after the event or occurrence the Union Steward shall present the grievance in writing to the appropriate immediate supervisor. The statement of grievance shall include:

- a. The name of the aggrieved party or parties.
- b. A statement of the facts giving rise to the grievance.
- c. Identification of all provisions of this Agreement alleged to be violated.
- d. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence.
- e. The date of the initial submission of the grievance in writing.
- f. Remedy or correction requested.

The supervisor shall render his decision to the aggrieved party and the Union steward, in writing within ten (10) working days after receipt of the grievance. A copy shall be supplied to the Union Business Representative.

Step 2. In the event the aggrieved party is not satisfied with the decision at Step 1, the Union Steward within twenty (20) working days of receiving the decision, present an appeal in writing to the Vice Chancellor of Administrative Services. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

The Vice Chancellor shall render the decision to the aggrieved party and the Union, in writing, within ten (10) working days after receipt of the appeal. A copy shall be forwarded to the Union Business Representative.

Step 3. In the event the aggrieved party is not satisfied with the decision at Step 2, the union may, within ten (10) working days of receiving the decision, present an appeal in writing to the College's Vice Chancellor for Human Resources or designee.

With this appeal, he shall present a copy of his original grievance and the replies received at Step 1 and 2. The College's Vice Chancellor for Human Resources or designee shall render his decision, in writing, to the aggrieved party and the Union Steward within fifteen (15) days after receipt of the appeal. A copy shall be forwarded to the Union Business Representative.

Step 4. In the event there is no resolution at the College's Vice Chancellor for Human Resources or designee level, the Union, within ten (10) working days, may request the service of an impartial mediator appointed by MERC in order to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure.

Step 5. In the event the Union is not satisfied with the decision at Step 4, the Union may present an

appeal in writing to the College's Vice Chancellor for Human Resources or designee requesting grievance arbitration in accordance with the following procedure:

- a. Arbitration shall be initiated by written notice to the other party, within ten (10) working days from receipt of the answer in Step 4, of intent to arbitrate.
- b. Arbitrators shall be selected from a panel of seven (7) provided by FCMS. The employer shall strike the first name, the parties shall then alternate striking names. The last name remaining shall be the arbitrator.

Each of these arbitrators shall agree to all of the Arbitration Rules of the American Arbitration Association.

- c. The arbitrators 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 the arbitrator or the judgment of the arbitrator to sustain, or reverse, or modify any alleged dispute put before the arbitrator.
- d. The decision of the arbitrator shall be binding on both the Union, the employee and the Employer and not subject to further appeal.
- e. Expenses and fees of the arbitrator shall be shared equally by the Union and the College.

D. FAILURE TO RENDER A DECISION

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

E. FAILURE TO APPEAL

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time limits shall constitute a withdrawal of the grievance.

F. WAIVER OF STEPS

Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.

G. GROUP GRIEVANCE

In the event that the Union members have a group grievance, it shall be sufficient if the Union presents the grievance on behalf of all similarly affected Union members provided, however, that the initial statement of grievance will include, in Step 1, the names of all involved Union members indicating that the grievance is a group grievance. A group grievance shall be one in which the facts questioned, and expressed provisions of this Agreement alleged to be violated, relate to every member of the group.

**ARTICLE 6
LAYOFF AND RECALL**

Layoff and recall shall be based solely on bargaining unit seniority within classification. There shall be no seniority for probationary employees. In the event a reduction in force is necessary, layoff shall occur based on seniority within each classification. Recall shall occur in the reverse order of layoff.

No bumping or transfer will be permitted within the bargaining unit except when a vacancy occurs. Vacancies shall be filled based on qualification and seniority within classification. Exceptions to the above are subject to mutual agreement of the parties.

ARTICLE 7 SENIORITY

Section 1. Definitions

- A. College-wide seniority shall be defined as an employee's length of service with the Employer commencing with the Employee's most recent date of hire.
- B. Bargaining unit seniority shall be defined as the period of employment commencing with the Employee's most recent date of hire in the bargaining unit, including any previously frozen seniority in the bargaining unit.
- C. Classification seniority shall be defined as the period of employment commencing with the bargaining unit member's most recent date assigned to the classification, including any previously frozen seniority in that classification.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, or unpaid leaves of absence of less than thirty (30) days. Seniority shall continue to accrue during absences from the College due to Family and Medical Leave Act (FMLA) leave or involuntary military service.

Section 2. Seniority List - After successfully completing their probationary period an employee shall be placed on the seniority list as of their date of hire.

Section 3. Loss of Seniority - An employee shall be terminated and lose their seniority for the following reasons:

- a. The employee quits or retires.
- b. The employee is discharged for just cause and not reinstated through the grievance procedure.
- c. The employee does not report for work upon notice of recall by registered mail to their last known address within ten (10) working days.
- d. The employee does not show up for work without notice for three (3) consecutive days, except in the case of an emergency.
- e. The employee has been on a long-term disability (LTD) or workers' compensation leave for two (2) consecutive years.
- f. The employee has been on layoff status for three (3) consecutive years.

Section 4. Probationary Period for New Hires - All newly hired employees shall be required to serve a probationary period of ninety (90) days. All absences (paid and unpaid) shall extend the probationary period accordingly.

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. Such layoff or termination shall not be subject to the Grievance Procedure.

ARTICLE 8

TRANSFERS, VACANCIES, INTERIM APPOINTMENTS, AUXILIARY ASSIGNMENTS, AND PROMOTIONS

A. TRANSFERS

When a vacancy occurs at another site, a senior bargaining unit employee currently holding the same classification, upon application, shall be granted the transfer.

B. VACANCIES

When a bargaining unit vacancy occurs that the College determines to fill, the position will be posted for fourteen (14) working days on the College's Applicant Tracking System. All qualified applicants will be considered.

C. INTERIM APPOINTMENTS

When a bargaining unit member is assigned the duties of a position at a higher pay grade, it shall be considered an Interim Assignment. Such an assignment for 30 calendar days or less will not have a salary adjustment. When an interim assignment exceeds 30 days, the member shall be paid the corresponding pay rate associated with the position assigned. The bi-weekly pay rate of the interim assignment will be determined by the member's years of service. Such adjustment in pay shall be retroactive to the first day of the interim assignment.

D. AUXILIARY ASSIGNMENTS

Whenever a Superintendent or Chief Engineer is required to:

1. Perform the administrative duties of another Superintendent or Chief Engineer on any campus due to a vacancy that exceeds twenty (20) working days, and
2. There is only one Superintendent or Chief Engineer on that campus,
Then the College will compensate the affected Operating Engineer an additional \$700.00 per pay until the vacancy is filled, retroactive to the first day of the auxiliary assignment.

E. PROMOTIONS

When a bargaining unit member is awarded a position at a higher pay grade, it shall be considered a promotion. The member shall be placed in the Salary Schedule of the new classification, which is at least 7.5% higher than the member's former base rate. Additionally, the member shall be advanced to the next higher schedule for each 12-month period thereafter. *

*with the understanding that any bargaining unit employees that have been promoted on or after April 1, 2022 will be included.

ARTICLE 9

DISCIPLINARY PROCEDURES/DISCHARGE

Bargaining Unit members will not be disciplined or discharged without just cause. The College will adhere to the principles of progressive discipline when appropriate.

Breaches of performance and conduct are subject to disciplinary procedures. Such breaches include but are not limited to abuses of sick leave and other leaves, deficiencies in performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement.

Disciplinary action less than discharge may consist of actions such as written reprimand, suspension from a portion of, or all duties, with or without pay, and demotion. This listing is not meant to exclude other forms of discipline less than discharge.

All disciplinary actions shall be issued in accordance with the Board Policy. Copies of all disciplinary actions shall be provided to the Union Steward and the Union Business Representative within forty-eight (48) hours of issuance.

In imposing any sanction on a current charge, the Employer will not take into account any prior infractions that occurred more than two (2) years previous to the date of the occurrence of the event on which the current charge is based.

ARTICLE 10 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Employer will comply with the Family and Medical Leave Act (FMLA).

ARTICLE 11 LEAVES OF ABSENCE WITH PAY

BEREAVEMENT LEAVE

A full-time employee shall receive a three (3) day leave of absence without loss of pay in the event of the death of any member of their immediate family. Immediate family shall be limited to the employee's spouse, mother, father, son, daughter, stepchildren, brother, sister, aunt, uncle, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepparents, grandchildren, grandparents, spouse's grandparents, domestic partner or any 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 the three (3) days may be approved by the employee's immediate supervisor.

HOLIDAYS

The following shall be recognized as paid holidays for full-time employees:

- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- And any other holidays that the Chancellor or Board of Trustees of Oakland Community College declares or designates as legal holidays.

All holidays are full day holidays.

ARTICLE 12
SPECIAL CONFERENCES

Upon request a special conference will be held between two (2) representatives of the Operating Engineers, the Vice Chancellor for Administrative Services, a management representative, and two (2) members of the Human Resources Department to discuss issues identified by the Chief Steward of the Operating Engineers Union.

ARTICLE 13
MAINTENANCE OF STANDARDS

The College agrees that all conditions of employment relating to salary, hours of work, and general working conditions are to be maintained at not less than the highest minimum standards in effect at the time of signing of this Agreement.

ARTICLE 14
ANNUAL EVALUATION

The College may evaluate each employee on an annual basis. The evaluation shall be intended to support the growth and improve the performance of employees, and shall not be used for disciplinary purposes. The appraisal form shall be subject to the approval of both the Union and the College. The employee's supervisor shall complete the annual evaluation, and the employee shall be given a copy. Further, the annual evaluation will be maintained in the employee's personnel file and may be utilized, if needed, as evidence of notice to the employee of the contents therein.

ARTICLE 15
SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to Federal or State law, that provision only shall be deemed null and void and such a determination shall not affect any other provision of this Agreement.

ARTICLE 16
TERM OF AGREEMENT

- A. This AGREEMENT shall become of full force and effect on July 1, 2025, and shall continue without amendment or modification of any kind until June 30, 2028.
- B. One Hundred Twenty (120) days prior to July 1, 2028, the Union and/or the Employer will, upon written notice to the appropriate party, meet to renegotiate the Contract.
- C. Appendices A, B, C & D are part of this Agreement.

ON BEHALF OF:

OAKLAND COMMUNITY COLLEGE

Andre' L. Poplar
Vice Chancellor for Human Resources

Carmen White
Director of Employee & Labor Relations

Robert M. Kelly
Executive Director of Facilities Operations

Marquis Carter
Human Resources Coordinator

Sherri Colón
Human Resources Associate

Erica Bednarski
Administrative Assistant

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL No. 324, AFL-CIO**



Douglas W. Stockwell
General Vice President and Business Manager



Kenneth D. Dombrow
President



Chad Lynch
Recording-Corresponding Secretary

Ron Heurtebise
Business Representative

Kenneth Reynolds
Steward

Catherine Garcia
Alternate Steward

**APPENDIX A
SALARY SCHEDULE**

JULY 1, 2025 – JUNE 30, 2026

	Biweekly Starting Salary	Biweekly After One (1) Year*	Bi-Weekly After Two (2) Years
A. Chief Engineer-Mechanical Systems and Plant Operations	\$3,951.10	\$4,416.00	\$4648.44
B. Supervisor - Mechanical Systems and Plant Operations	\$3,435.29	\$3,839.50	\$4,041.56
C. Superintendent - Buildings and Grounds	\$3,158.30	\$3,552.40	\$3,739.41
D. Supervisor - Buildings and Grounds	\$2,677.32	\$3,027.99	\$3,366.58

*Employees hired on or promoted on or after January 1 and before June 30 are not eligible for the one (1) year increase until the following year

**APPENDIX A
SALARY SCHEDULE**

JULY 1, 2026 – JUNE 30, 2027

	Biweekly Starting Salary	Biweekly After One (1) Year*	Bi-Weekly After Two (2) Years
A. Chief Engineer-Mechanical Systems and Plant Operations	\$4,089.39	\$4,570.56	\$4,648.44
B. Supervisor - Mechanical Systems and Plant Operations	\$3,435.29	\$3,839.50	\$4,041.56
C. Superintendent - Buildings and Grounds	\$3,268.74	\$3,676.73	\$3,870.29
D. Supervisor - Buildings and Grounds	\$2,771.03	\$3,133.96	\$3,484.41

*Employees hired on or promoted on or after January 1 and before June 30 are not eligible for the one (1) year increase until the following year

**APPENDIX A
SALARY SCHEDULE**

JULY 1, 2027 – JUNE 30, 2028

	Biweekly Starting Salary	Biweekly After One (1) Year*	Bi-Weekly After Two (2) Years
A. Chief Engineer-Mechanical Systems and Plant Operations	\$4,212.07	\$4,707.68	\$4,811.13
B. Supervisor - Mechanical Systems and Plant Operations	\$3,662.19	\$4,093.10	\$4,308.51
C. Superintendent - Buildings and Grounds	\$3,366.90	\$3,787.04	\$3,986.40
D. Supervisor - Buildings and Grounds	\$2,854.16	\$3,227.98	\$3,588.95

*Employees hired on or promoted on or after January 1 and before June 30 are not eligible for the one (1) year increase until the following year

APPENDIX B BENEFITS

All coverage shall be subject to the provisions and requirements of the group insurance policies and shall not be subject to Article 5 (Grievance Procedure) of this Agreement.

The College shall contribute the same amount of dollars for benefits for employees beyond age 70 as for those employees age 70 or less. Such dollar amount shall be used to purchase as much coverage as possible, but may not equal the coverage provided for employees less than 65 years of age. If coverage is not available, or cost prohibitive, the employees shall receive the benefit cost as a supplement to salary.

The College will provide benefits in compliance with all state and federal regulations.

HEALTH/HOSPITALIZATION INSURANCE

Medical coverage is effective the first day of the month following date of hire for the union member and eligible dependents. The College will provide cost-sharing information for a new fiscal year as soon as new premium rates become available.

Full-time employees who elect not to participate in Oakland Community College's medical and prescription plans and who have coverage elsewhere shall receive an insurance waiver of \$2,000, distributed equally, in the employee's regular paycheck. Written proof of insurance coverage elsewhere is required for Opt Out. A bargaining unit member or spouse cannot be enrolled in any OCC benefit, as both the subscriber and as a spouse. In the case of both parents being eligible for OCC benefits, dependents are eligible for coverage under only one parent.

Failure to maintain current cost sharing payments while on a leave of absence, may result in termination of health insurance. Cost sharing payments may be made online via MyOCC or be mailed to the Human Resources Department, 2900 Featherstone Rd, Auburn Hills, MI 48326.

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.

The medical coverage plan options provided for the College's exempt management employees will be provided to employees as plan options for elected coverage. These medical coverage plan options will include at least one PPO plan option and at least one High-Deductible (HSA accompanied) 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.

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

Coverage will be provided for dependents (per IRS definition) up to age 26.

SHORT-TERM DISABILITY

- Eligible after the ten (10) working days of disability.
- Subject to the provisions and requirements of the policy.
- Weekly benefits after ten (10) working days from the start of the disability, full-time employees will be eligible for 70% of their monthly salary, at the time of disability, subject to the terms and conditions of the employer’s existing group policy. Maximum benefit period is 90 days.

LONG-TERM DISABILITY

Long-term disability benefits are effective the first day of the month following date of hire. The union member shall receive a weekly benefit payment beginning with the 91st day of disability. Maximum monthly benefit is \$10,000.

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at age 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve (12) months.

If a bargaining unit member becomes disabled and is eligible for benefits, they will continue to receive medical, dental, vision and life insurance coverage not to exceed two (2) years from the date of eligibility.

DENTAL

Dental care insurance is effective the first day of the month following date of hire for union members and their eligible dependents.

Options	Annual Benefit	Co-Pay Ortho	Life benefit	Annual Employee Cost	Annual Cash Refund
Core	\$1,100	90/100	\$3,000	0	0

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

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

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

VISION INSURANCE

Vision care insurance is effective the first day of the month following date of hire for union members and their eligible dependents.

	<u>Core</u>	<u>Opt Out</u>
Exams	\$45MD \$35 OD	
Lenses:		
Single	\$52	
Bifocal	\$80	
Trifocal	\$94	
Frames	\$65	
Contacts	\$125	
		\$24 refund

LIFE INSURANCE

A. Term Life

Term life insurance is effective the first day of the month following date of hire. The benefit will be paid to the union member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. The amount of life insurance coverage is \$120,000

Coverage shall be reduced, beginning at age 65, according to the following table:

<u>Age</u>	<u>Percent of Age 65 Benefit</u>
65 – 69	65%
70 - 74	45%
75 - 79	30%
80 and older	20%

B. Additional Optional Life Insurance

Optional term life insurance is available in an amount up to \$500,000 at the union member's expense through payroll deduction at rates established for the union member's specific age group. Optional 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 70, according to the following table:

<u>Age</u>	<u>Percent of Age 70 Benefit</u>
70 - 74	65%
75 - 79	45%
80 - 84	30%
85 - 89	20%
90 and older	15%

EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the month following the date of hire, subject to open enrollment periods. A Union member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care, Dependent Care, and Adoption expenses with employee pre-tax dollars:

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and minimum and/or maximum dollar limits on employee contributions shall be consistent with the limits determined by the IRS.

NOTE: Union members shall have the opportunity to select different benefit options on an annual basis during open enrollment.

TAX DEFERRED ANNUITIES – SALARY REDUCTION PLAN

- Eligible upon enrollment and application if not previously a member.
- Employees may reduce their salary for contribution in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.

WORKERS' COMPENSATION

- Eligible upon employment.

- Benefits per schedule established by law for accidents or illness directly attributable to employment.
- Health insurance program (medical, dental, optical) shall be paid for each employee who is receiving workers' compensation, and his/her family, up to a maximum of two (2) years from the date the employee began receiving workers' compensation payments.

SOCIAL SECURITY

- Paid by the College and employee.
- Eligible upon employment; participation required.
- Retirement benefits available pursuant to enabling legislation.

MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

- Paid by the College with the MIPS portion paid by the employee.
- Eligibility - as determined by enabling Legislation.
- Benefits based on years of service and average earnings.

EMPLOYEE LIABILITY COVERAGE

Coverage for job-connected liability situations.

TUITION WAIVER

Employees are eligible for tuition waiver upon employment. In addition, the spouse and dependent children residing with the full-time employee shall be eligible for a similar tuition grant.

Tuition grants for employees are limited to eight (8) credit hours in the Fall and Winter sessions and four (4) credit hours in the Summer I and four (4) credit hours in the Summer II session. Full-time tuition grants for spouses and dependent children are allowed. Dependent children are covered through the end of the calendar year in which they turn 26.

Children of a deceased bargaining unit member shall be extended the above benefits until such child reaches the age of 26. The spouse, if any (as of the date of death), of a deceased bargaining unit member shall remain eligible for the tuition grant provided above for a period of six (6) years following the date of death. When the time periods specified above have been reached, the child and/or spouse shall receive tuition grant for those courses which have actually met, but shall not receive tuition grant for any course sections for which the spouse/child has merely registered.

Retired OCC Operating Engineers are eligible for a tuition waiver for one class (up to four (4) credits) each semester for six (6) years following the effective date of retirement. The spouse and dependent children of retired employees are not eligible for this benefit.

TUITION REIMBURSEMENT

The Board shall appropriate \$8,000 each year in its operating budget to be used to pay a bargaining unit member's tuition for coursework which satisfies all of the following conditions:

- Coursework or a program of study must be pertinent to the needs of the College and/or duties of the employee. The coursework or program of study must be taken at an accredited institution of higher education. The coursework must provide the employee with additional areas of competence. Employees have the option to receive prior approval of coursework by completing the Tuition Reimbursement Application and submitting it to the Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.

- All coursework 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.
- Reimbursement for certified classes offered by Local 324 Stationary Engineer Training Center would be the actual cost of the course/class up to \$400 per course/class up to a maximum reimbursement of \$3,000 per fiscal year.
- Reimbursement is for tuition and fees but does not include reimbursement for books or any other related expenses.
- Employees applying for tuition reimbursement must provide to the Benefits & Compensation Manager 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 academic year.
- 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 academic year shall not be eligible for reimbursement in future years.
 - Continuing education courses will be reimbursed only if a grade is awarded. The tuition reimbursement period will be for the fiscal year (July 1 to June 30).

The maximum total of tuition and fees paid to any individual will be \$500 per credit hour or up to a maximum of \$5,000 per fiscal year. If tuition and fees are less than \$500 per credit hour, reimbursement will be for the amount of the actual receipt.

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

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.

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.

LIBRARY PRIVILEGES

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

CLOTHING ALLOWANCE

At the beginning of each fiscal year, full-time bargaining unit employees shall receive \$1,500 to purchase appropriate clothing as determined by management.

STAFF DEVELOPMENT

Each bargaining unit member shall complete staff development activities as directed by his/her supervisor. Failure of any employee to complete staff development activities as directed by the supervisor shall constitute just cause for disciplinary action.

SECURITY IDENTIFICATION CARDS

Each bargaining unit member will be required to wear a photo identification card issued by the College during working hours.

VOLUNTARY BENEFITS

The college shall provide, at its sole discretion, a Voluntary Benefits program to include, but not limited to, supplemental life, pet insurance, and critical illness. Voluntary Benefit offers will be decided by the employer.

APPENDIX C-1

2025-2026 WINTER CLOSEDOWN

The parties agree as follows:

- 1) 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.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
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

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A and B.
 - D. 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.
- 4) 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. An equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX C-2

2026-2027 WINTER CLOSEDOWN

The parties agree as follows:

- 1) 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.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
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

- 3) For full-time employees four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - a. Two (2) vacation days, plus two (2) days of paid time from the College.
 - b. Two (2) personal business days, plus two (2) days of paid time from the College.
 - c. Any combination of A and B.
 - d. 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.
- 4) 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. An equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX C-3

2027-2028 WINTER CLOSEDOWN

The parties agree as follows:

- 1) 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.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
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

- 3) For full-time employees four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - a. Two (2) vacation days, plus two (2) days of paid time from the College.
 - b. Two (2) personal business days, plus two (2) days of paid time from the College.
 - c. Any combination of A and B.
 - d. 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.
- 4) 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. An equal number of hours will be added to the employee's vacation bank for all hours worked during the winter closedown. These vacation hours will not affect the pay or the hours charged for the option selected by the employee as provided in #3 above.

APPENDIX D

FAMILY & MEDICAL LEAVE ACT

U.S. Department of Labor

Wage and Hour Division

Pages 24 - 27



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.



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