

**LANSING COMMUNITY COLLEGE AND  
FACILITIES MAINTENANCE ASSOCIATION, MEA/NEA  
MEMORANDUM OF CONTRACT CHANGES  
JUNE 19, 2014**

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- I. Modify Preamble, as follows:

This Agreement entered into on this 16th day of June, 2014, by and between the BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE OF THE STATE OF MICHIGAN, hereinafter called the “Employer” or the “College”, and the LANSING COMMUNITY COLLEGE FACILITIES MAINTENANCE ASSOCIATION, MEA/NEA, hereinafter called the “Association”.

- II. Rename Article 2, as Association Membership with the following language:

ARTICLE 2. ASSOCIATION MEMBERSHIP

- A. Employees covered by this agreement shall have the right to join, not join, maintain, or drop membership in the Association as they see fit, subject to such standards as the Association may lawfully impose. Employees have the right to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection.
- B. As the exclusive bargaining representative of employees in the bargaining unit described in Article I, the Association is required to fairly represent all bargaining unit employees. However, nothing in this agreement is intended to provide non-members with rights customarily and lawfully limited to Association members.

- III. Rename Article 3, as Payroll Deductions and Fees, with the following language:

- A. All voluntary authorizations to deduct dues or fees shall be in a form consistent with the laws of the State of Michigan and dues structure of FMA/MEA. The College will not be required to honor any authorization for dues deduction that

violates or is inconsistent with the provisions set forth herein or inconsistent with the provisions of MCL 423.209 or MCL 423.410, as amended.

During the term of this Agreement, the Employer agrees to deduct bi-weekly Association dues from each employee covered by this Agreement who has a completed and unrevoked Payroll Deduction Form on file with the College. The Association will furnish the Employer with a schedule of dues in accordance with applicable laws. The Association will furnish the employer with Payroll Deduction Forms to be given to the employee upon date of hire. Complete and signed Payroll Deduction Forms will be filed by the Association with the Human Resources Department. Deductions will begin with the first full payroll period following receipt of the Authorization form by the Human Resources Department and will continue in effect until the Payroll Deduction is revoked in writing by the member. The Association will be notified, within five (5) business days, of any member that has chosen to revoke paying dues.

- B. The Association will furnish the College a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the College pursuant to authorizations of the members, whether for membership dues or representation fees.
- C. The Employer will not be responsible for deduction or remittance of dues after an employee's employment is terminated or while an employee is on unpaid leave of absence or layoff status.
- D. Employees may choose to voluntarily pay Association dues or pay representation fees.
- E. The College assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article to continue dues deductions once notified in writing by the employee that the member no longer authorizes deductions. The Office of Human Resources will furnish the Association with the name and address of any newly-hired member whose position is included in the bargaining unit within two (2) weeks after the date of employment.
- F. The Office of Human Resource will furnish the Association at the end of each month the names of all Members that are in good standing and revoked payroll

deduction of dues.

- G. The Association shall defend, indemnify and hold the College harmless from any and all damages, claims, suits, or other forms of liabilities, including attorney fees. It may suffer as a result of any action the Association or an employee takes under this article, or rising from its compliance with this article.
- H. The College will inform the Association within five (5) business days of any changes in employees' status that will impact dues deductions.
- I. If any provisions of this Agreement or any application of the Agreement to any employee of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applicable shall continue in full force and effect.

IV. Modify Section B of Article 4, Association Representation as follows:  
Representative Duties. During scheduled working time, the representative duties of the Association's employee representatives shall be limited to:

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

The Association representatives shall continue to perform their regularly assigned duties as required, and their responsibilities as Association representatives will not be permitted to interfere with those duties or with the normal business of the Employer. If it is necessary for an Association representative to temporarily leave his or her assignment to engage in representative duties, permission must first be requested of the immediate supervisor. Such permission shall not be unreasonably denied. The Association representative(s) shall ~~report to~~ **notify** the supervisor ~~upon~~ of returning to regularly assigned duties. The Association representative shall record all time spent performing representative duties under this Section on the Employer's regular time reporting system.

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

IV. Modify Article 5, Special Conferences to adopt the language of LCC-ESP Article XXI, as follows:

A. **Special Conferences.**

1. Special Conferences on important matters, excluding grievances and negotiations, will be arranged between the Employer and the Association upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement.
2. Unless otherwise agreed, Association representation at Special Conferences shall be limited to not more than two (2) employee representatives and one (1) non-employee representative.

3. Special Conferences shall be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be delivered before the meeting. Matters taken up shall be confined to those included on the agenda, unless otherwise agreed by the parties.
4. Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.
5. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

**B. Interpretation, Administration and Amendment.** To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the President of the Association and/or his/her designated representative and the Director of Human Resources and/or his/her designated representative will meet following the initial written request of either party within ten (10) working days following the date of the request to determine provision interpretation and/or remedial procedures required. These time limits may be waived by mutual agreement. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association by the President of the Association and submitted in writing to the LCC Board of Trustees or its duly authorized agent by the Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

V. Modify Article 6, Management Rights to adopt the language of LCC-ESP Article III, Employer Rights, as follows:

## **A. Employer Rights in General**

1. The Employer possesses and retains the sole power, duty and right to operate and manage its departments, agencies, programs and facilities; to carry out its business; and to carry out all constitutional, statutory and administrative policy mandates and goals.

Except as limited by the express provisions of this Agreement, such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine and change matters of managerial policy and administrative control of the College and its facilities, equipment and operations; the mission of the Employer and its parts; the services to be provided and the methods, means, and procedures to be used in providing them; the organizational structure; the nature and number of facilities and departments and their locations; to establish and change the classifications of work and the duties and responsibilities of each; to hire and increase or decrease the size of the work force; to assign personnel; to recognize and reward success; to maintain order and efficiency and use new and/or improved methods or outside assistance.

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

3. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the College in the past.

4. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. However, if either party believes

there is a mutually recognized past practice that should be continued or reinstated during the term of this Agreement, that party may so notify the other party, and the parties may agree to reduce the practice to writing in the form of a Letter of Understanding to be appended to this Agreement. Further, if an exercise of Employer Rights or a change in the law during the term of this Agreement requires an unforeseeable and substantial change in member compensation, benefits or working conditions during the term of this Agreement, either party may demand to bargain over the effects of such exercise or such change in the law, and any agreement reached will be reduced to writing and become a part of this Agreement if it is ratified by the Association's Executive Board and the LCC Board of Trustees.

**B. Rules, Policies and Procedures.** The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall give the Association President at least two (2) weeks written notice of any proposed change to College rules or policies, to allow for written input from the Association prior to making a final decision. Once a decision is made, the Employer shall inform members and the Association of the establishment of new rules, policies, and procedures before they are made the basis for any disciplinary action. If a member or the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement or is unreasonable as written, a grievance may be filed within twenty-eight (28) calendar days after the establishment of such rule, etc. Thereafter, such rule, etc. may only be challenged as applied.

VI. Modify Article 7. Grievance Procedures to adopt the language of LCC-ESP Article XX., as follows:

A. **Definition**

1. A grievance is defined as a claim made by one or more bargaining unit members, alleging a violation, misinterpretation and/or misapplication of a specific article or section of this Agreement as written and/or the College's Policies related to employment practices.

2. An "aggrieved bargaining unit member" is a member who is directly affected by an alleged violation, misinterpretation, or misapplication and, therefore, will make a claim as a "grievant." The Association is the "grievant" when Association rights have been allegedly violated. A grievance which affects two or more aggrieved bargaining unit members may be initiated by the affected members or may be processed as an Association grievance, but not both.

### **C. Purpose**

1. The purpose of this procedure is to secure and document, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, subject to procedural compliance.
2. Nothing contained herein will be construed as limiting the right of any aggrieved bargaining unit member having a grievance or other concern to discuss the matter informally with any appropriate member of the administration and/or have the matter adjusted, without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

**D. Procedure.** The parties recognize that it is important for grievances to be processed as rapidly as possible. Consequently, the number of days indicated at each level should be considered a maximum; and every effort should be made to expedite the process. Time limits may be extended only by written (or electronic) mutual agreement by the parties. In the event that prescribed action is not taken by the aggrieved bargaining unit member or the Association within the grievance time limits specified herein, the grievance will be deemed settled and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. Any aggrieved bargaining unit member shall have the right to Association representation at all levels of the grievance procedure. The grievance form as found in Appendix C shall be made available to members by the College's Human Resources Department and the Association.

1. Level One – Informal Discussion and Written Grievance
  - a. Individual Member Grievances

An aggrieved bargaining unit member shall discuss the matter giving rise to the grievance with his/her supervisor within twenty-one (21) calendar days of the event giving rise to the grievance with the objective of resolving the matter informally and may request an Association Representative to attend.

If the aggrieved bargaining unit member is unsatisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved bargaining unit member shall file a written grievance setting forth the detailed facts and the specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired.

The aggrieved bargaining unit member is encouraged to consult with an Association Representative prior to writing and submitting the grievance.

The written grievance must be delivered to the grievant's supervisor and copies delivered to the College Human Resources Department and the Association offices within twenty-eight (28) calendar days of the event giving rise to the grievance.

- b. Association Grievances. Matters involving Association grievances will be discussed with the appropriate administrative official as designated by the College's Executive Director of Human Resources in an attempt to resolve the matter informally. If the matter is not resolved informally and the Association desires to further pursue the matter, the Association must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated and stating the settlement desired) within twenty-eight (28) calendar days of the event giving rise to the grievance. The Association grievance must be delivered to the supervising Dean or other administrative official as designated by the College's Executive Director of Human Resources and a copy delivered to the College Human Resources Department.
- c. Level One Written Disposition. Within fourteen (14) calendar days of delivering the written grievance, the grievant and/or an Association representative will arrange to meet with the grievant's supervisor (in the

case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) in an effort to resolve the issue. The supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or an Association representative within fourteen (14) calendar days after such meeting.

2. Level Two – Human Resources Review

- a. Association Request for Review. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has been rendered in the time allowed, the grievant or the Association may advance the grievance by delivering a written appeal to the College's Executive Director of Human Resources or the Executive Director's designee within fourteen (14) calendar days after the written disposition is issued, or if no written disposition is timely issued, within fourteen (14) days after the due date for the written disposition. The written appeal shall contain a brief explanation of the reason(s) for rejecting the disposition and any change in the settlement proposed, and shall be signed by the aggrieved employee(s) and the Association representative.
- b. Human Resources Written Answer. Within fourteen (14) calendar days after delivery of the written appeal, the grievant or an Association representative will arrange to meet with the Executive Director of Human Resources or his/her designee to discuss the disputed issue(s) in the grievance. Absent agreement for a longer period, the meeting shall be held within fourteen (14) calendar days after delivery of the written appeal. The Association and the College may each have up to three (3) additional people present to participate in the discussion. Within fourteen (14) calendar days from the date of the Level Two meeting the Executive Director of Human Resources or designee will reply with a written answer to the appeal.

3. Level Three – Voluntary Mediation. If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within fourteen (14) calendar days of the Level Two answer. If a satisfactory resolution is

achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association, and the College.

#### 4. Level Four – Arbitration

- a. Association Request for Arbitration. If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of seven (7) arbitrators with the Michigan Employment Relations Commission and delivering a copy of the request to the College's Human Resources Department within twenty-eight (28) calendar days after either (1) the mediation date; or (2) the date the parties elected to forgo mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.
  
- b. Arbitrator Selection. An arbitrator shall be selected by mutual agreement of the parties when possible, otherwise by each party alternately striking a name from the panel provided by the Michigan Employment Relations Commission, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the Michigan Employment Relations Commission is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is cancelled, the canceling party shall pay the cancellation costs unless there is agreement to share the costs.
  
- c. Powers of the Arbitrator. The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement; or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall have no power or authority to change any classification wage rates, workloads or performance standards, but may otherwise rule on grievances involving such matters.

- d. Cooperation. The College and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the College's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.
  
- e. Costs and Expenses. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the parties.

VII. Modify Article 13, Work Schedules, as follows:

The parties agree to reaffirm the current Article 13 (Work Schedules), and add the following Section G:

Emergency Closure

If the College is closed for reasons beyond its control, bargaining unit members normally scheduled to work, whose services are not required and are told not to report, will be paid for their normal hours.

VIII. Modify, Article 14, Wage Rates, as follows:

Except as otherwise provided by Letter of Understanding covering employees hired prior to July 1, 2009, wages shall be paid as set forth in Appendix A to this Agreement during the term of the Agreement.

Either party may re-open negotiations with respect to wage rates only, by delivering written demand for bargaining to the other party during the month of February, 2016. Any rate changes resulting from such negotiations shall be effective from July, 2016, through June, 2019, except as otherwise agreed by the parties.

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

<b>CURRENT PAY SCHEDULE:</b>							
<i>Hourly Rates</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	
Custodian	\$ 8.00	\$ 8.40	\$ 8.80	\$ 9.15	\$ 9.45	\$ 9.75	
General Maintenance	\$ 13.00	\$ 13.60	\$ 14.15	\$ 14.65	\$ 15.10	\$ 15.50	
Maintenance Mechanic	\$ 16.00	\$ 16.60	\$ 17.15	\$ 17.65	\$ 18.10	\$ 18.50	
Journeyman Carpenter	\$ 20.00	\$ 21.00	\$ 21.90	\$ 22.70	\$ 23.40	\$ 24.00	
Journeyman HVAC	\$ 21.00	\$ 22.00	\$ 22.90	\$ 23.70	\$ 24.40	\$ 25.00	
Journeyman Plumber	\$ 22.00	\$ 23.80	\$ 25.40	\$ 26.80	\$ 28.00	\$ 29.00	
Journeyman Electrician	\$ 22.00	\$ 23.80	\$ 25.40	\$ 26.80	\$ 28.00	\$ 29.00	
<i>Annualized (2080 hrs)</i>							
Custodian	\$ 16,640	\$ 17,472	\$ 18,304	\$ 19,032	\$ 19,656	\$ 20,280	
General Maintenance	\$ 27,040	\$ 28,288	\$ 29,432	\$ 30,472	\$ 31,408	\$ 32,240	
Maintenance Mechanic	\$ 33,280	\$ 34,528	\$ 35,672	\$ 36,712	\$ 37,648	\$ 38,480	
Journeyman Carpenter	\$ 41,600	\$ 43,680	\$ 45,552	\$ 47,216	\$ 48,672	\$ 49,920	
Journeyman HVAC	\$ 43,680	\$ 45,760	\$ 47,632	\$ 49,296	\$ 50,752	\$ 52,000	
Journeyman Plumber	\$ 45,760	\$ 49,504	\$ 52,832	\$ 55,744	\$ 58,240	\$ 60,320	
Journeyman Electrician	\$ 45,760	\$ 49,504	\$ 52,832	\$ 55,744	\$ 58,240	\$ 60,320	
<b>PROPOSED PAY SCHEDULE:</b>							
<i>Hourly Rates</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Increase in Max</b>
Custodian	\$ 10.00	\$ 10.70	\$ 11.30	\$ 11.80	\$ 12.20	\$ 12.50	
General Maintenance	\$ 14.00	\$ 14.80	\$ 15.50	\$ 16.10	\$ 16.60	\$ 17.10	
Maintenance Mechanic	\$ 16.60	\$ 17.15	\$ 17.65	\$ 18.10	\$ 18.50	\$ 19.10	
Journeyman Carpenter	\$ 22.00	\$ 23.80	\$ 25.40	\$ 26.80	\$ 28.00	\$ 29.00	
Journeyman HVAC	\$ 23.00	\$ 24.80	\$ 26.40	\$ 27.80	\$ 29.00	\$ 30.00	
Journeyman Plumber	\$ 23.00	\$ 24.80	\$ 26.40	\$ 27.80	\$ 29.00	\$ 30.00	
Journeyman Electrician	\$ 23.00	\$ 24.80	\$ 26.40	\$ 27.80	\$ 29.00	\$ 30.00	
<i>Annualized (2080 hrs)</i>							
Custodian	\$ 20,800	\$ 22,256	\$ 23,504	\$ 24,544	\$ 25,376	\$ 26,000	28.21%
General Maintenance	\$ 29,120	\$ 30,784	\$ 32,240	\$ 33,488	\$ 34,528	\$ 35,568	10.32%
Maintenance Mechanic	\$ 34,528	\$ 35,672	\$ 36,712	\$ 37,648	\$ 38,480	\$ 39,728	3.24%
Journeyman Carpenter	\$ 45,760	\$ 49,504	\$ 52,832	\$ 55,744	\$ 58,240	\$ 60,320	20.83%
Journeyman HVAC	\$ 47,840	\$ 51,584	\$ 54,912	\$ 57,824	\$ 60,320	\$ 62,400	20.00%
Journeyman Plumber	\$ 47,840	\$ 51,584	\$ 54,912	\$ 57,824	\$ 60,320	\$ 62,400	3.45%
Journeyman Electrician	\$ 47,840	\$ 51,584	\$ 54,912	\$ 57,824	\$ 60,320	\$ 62,400	3.45%

**Employees Hired Prior to July 1, 2009:**

<b>POSITION_TITLE</b>	<b>Schedule Rate</b>
Carpenter (Journeyman)	\$ 34.76
General Maintenance	\$ 24.29
HVAC	\$ 36.20
Journeyman Plumber	\$ 36.20
Licensed Electrician (Journeyman)	\$ 36.20
Maintenance Mechanic	\$ 28.34

Employees who are currently paid at a rate at or in excess of the schedule rate will be red-circled at their current rate for the duration of the contract.

An eligible employee who is red-circled and receives no rate increase will be paid a lump sum of five hundred dollars (\$500.00) in lieu of a rate increase at the beginning of each contract year.

Employees who are currently paid at a rate below the schedule rate will advance in equivalent steps towards the schedule rate over the term of the contract. Specific increases are detailed as:

<b>NAME</b>	<b>POSITION_TITLE</b>	<b>Current Hourly</b>	<b>Proposed Hourly</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Conroy, Dale G.	Journeyman Plumber	\$ 33.97	\$ 36.20	\$34.42	\$34.86	\$35.31	\$35.75	\$36.20
Edgeworth, Alan F.	HVAC	\$ 34.96	\$ 36.20	\$35.21	\$35.46	\$35.70	\$35.95	\$36.20
Montgomery, Jeffery A.	General Maintenance	\$ 22.78	\$ 24.29	\$23.08	\$23.39	\$23.69	\$23.99	\$24.29
Green, Scott M.	Journeyman Plumber	\$ 32.22	\$ 36.20	\$33.01	\$33.81	\$34.61	\$35.40	\$36.20
LaFay, LeAnn F.	General Maintenance	\$ 21.71	\$ 24.29	\$22.23	\$22.74	\$23.26	\$23.77	\$24.29
Latuszek, Brad M.	Carpenter (Journeyman)	\$ 31.64	\$ 34.76	\$32.26	\$32.89	\$33.51	\$34.14	\$34.76
Powers, Lee S.	Licensed Electrician (Journeyman)	\$ 32.81	\$ 36.20	\$33.48	\$34.16	\$34.84	\$35.52	\$36.20

IX. Modify Article 16, Paid Time Off, as follows

A. Effective July 1, 2014:

1. bargaining unit employees shall accrue Paid Time Off (PTO) benefits in accordance with the following schedule for each biweekly payroll period for which they have at least 80 hours of credited service (including hours actually worked, paid holidays, approved Paid Time Off, and other approved paid leaves of absence under this Agreement), subject to the maximum accumulation of accrued PTO at any time. An employee's scheduled hours lost solely due to the College being closed shall be deemed credited service for the purposes of PTO accrual if not covered by any other form of credited service.

<u>Full-time LCC Service Required</u>	<u>Paid Time Off Accrued</u>
1st through 2nd years	3.68 hours
1 <sup>st</sup> through 2 <sup>nd</sup>	5.22 hours
3rd through 5th years	5.83 hours
6th through 10th years	6.75 hours
11th through 14th years	7.67 hours
15th and subsequent years	8.90 hours
2. Maximum accumulation at any time will be 360 hours	

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

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

C. Paid Time Off scheduling will generally be determined on a first come - first served basis. Conflict in PTO requests submitted on the same workday will be resolved by giving preference to the employee with the greatest seniority who is requesting to take off at least 5 consecutive workdays. Consideration of employee preference in scheduling PTO shall be given when possible and practical, but PTO scheduling shall be at the discretion of the Employer with primary consideration given to the requirements of the Employer. The Employer will not cancel previously approved PTO except in emergency circumstances. An employee who has exhausted earned PTO benefits shall not be permitted to take PTO, even if previously approved, but may request a leave of absence. Employees may not use PTO benefits while on layoff or disciplinary suspension. Except when approved by the Employer due to extraordinary circumstances, PTO may not be scheduled more than six months in advance.

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

X. Modify Article 23, Personnel Records and Information by adding Section C, LCC-ESP Article XII, Disciplinary Action (This Replaces Article 12 Disciplinary Action), as follows.

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

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

Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge). Level 1 will be for relatively minor problems where the employee has had few, if any, prior problems. Level 2 will be for repeat or frequent or multiple minor problems. Level 3 will involve a suspension without pay for one (1) to five (5) work days and will be for more serious problems or for continuing problems after the employee fails to respond to lesser discipline. Level 4 will involve discharge and will be for serious problems or for continuing problems after the employee fails to respond properly to Level 2 or Level 3

discipline. Nothing contained in the Agreement shall be construed to prevent the College from imposing Level 3 or 4 discipline immediately (after informal hearing) in appropriate cases or from suspending any employee pending further investigation.

- A. Investigations.** Except in unusual circumstances, an employee subject to possible discipline will be interviewed by the College prior to a decision being made about whether or not to take disciplinary action. In deciding what (if any) disciplinary action to take, the College shall consider an employee's prior disciplinary record, including evidence of good or improved behavior. An employee shall, upon request, be accompanied by an Association representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.
  
- B. Hearings.** Before imposing Level 3 or 4 discipline, the College shall (in addition to any investigatory interview) offer an employee an informal hearing during which the employee is informed of the allegations against him or her and the general nature of the evidence and is given an opportunity to respond by providing evidence and explanation. If requested by the employee or the College, an Association representative shall attend any such hearing and represent the employee.

- C. **Disciplinary Reports.** The College shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction. If requested by the employee or the College, an Association representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action. A Level 3 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and nature of any previous disciplinary actions. Any disciplinary notice shall be placed in the disciplined employee's personnel record, with a copy given to the disciplined employee and another copy sent to the Association President. The employee shall be given an opportunity to sign the disciplinary report and to write a response or rebuttal to be placed in the employee's personnel record. A bargaining unit member may file a written request with Human Resources for removal of Level 1 and Level 2 disciplinary reports from the member's personnel record after one (1) year. The bargaining unit member will be notified of the decision regarding the request for removal and a reason, if denied. If there has been no request for removal of the disciplinary document(s) or the request for removal was denied and no additional disciplinary action against the bargaining unit member has been initiated within two (2) years, any Level 1 and Level 2 disciplinary report(s) more than two (2) years old will be inadmissible in any subsequent disciplinary action against the bargaining unit member, unless the previous discipline is related to the current offense(s) or misconduct or there is an agreement between the parties to admit it.

- XI. Modify Article 25, Savings Clause by adopting the language of LCC-ESP Article XXV, as follows:

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

- XII. New Article 27, Emergency Manager, adopting the language of LCC-ESP Article XXII, as follows:

- A. The provision set forth in Subsection 2 is included solely as a result of PA 9 of 2011 and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of PA 4 or PA 9 of 2011 or of the appointment or actions of any Emergency Manager, if one is ever

appointed. The parties agree that, as of the date of ratification of this Agreement, the provisions of the Local Government and School District Fiscal Accountability Act, PA 4 of 2011 do not apply to community colleges.

- B. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531.

XIII. Renumber Article 27 to 28 and modify, as follows:

**ARTICLE 27. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2019

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

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

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

**Board of Trustees**

**Facilities Maintenance Association**

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

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

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

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

By: \_\_\_\_\_  
MEA Uniserv Director

XIV. The following articles from the 2009-2014 contract are reaffirmed and remain unchanged:

- A. Article 1, Recognition
- B. Article 8, Work Stoppages
- C. Article 9, Seniority
- D. Article 10, Personnel Transactions
- E. Article 11, Layoff and Recall
- F. Article 15, Premium Pay Rates
- G. Article 17, Paid Holidays
- H. Article 18, Leaves of Absence
- I. Article 19, Group Insurance
- J. Article 20, Retirement and Annuities
- K. Article 21, Uniforms, Equipment and Parking
- L. Article 22, Tuition Scholarships
- M. Article 24, Subcontracting
- N. Article 26, Waiver Clause

XV. Article 12, Disciplinary Action is removed, and replaced by Article Article 23.C.