Labor Agreement

Between

Service Employees International Union, Local 517M

And

Northwestern
Michigan
College

Effective:
January 1, 2026
Through
December 31, 2028

Acknowledgment of Union Agreement Receipt

This receipt is to acknowledge that I have received the Agreement between Northwestern Michigan College and Service Employees International Union and that I am responsible to read and understand the policies in it and any future revisions.

_____ _____

Signature Date

_____

Printed Name

Instructions: Please detach, complete, and send the original to the Office of Human Resources. *Thank you!*

AGREEMENT
Between
Northwestern Michigan College
And
Service Employees International Union,
Local 517M

Term: January 1, 2026 – December 31, 2028

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AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January 2026 by and between the SERVICE EMPLOYEE'S INTERNATIONAL UNION, LOCAL 517M, hereinafter designated as the Union and NORTHWESTERN MICHIGAN COLLEGE, hereinafter designated as the Employer or College.

ARTICLE 1 - PREAMBLE

Both parties recognize that it's to their mutual advantage, and essential for the welfare of the students, to have efficient and uninterrupted operation of the College. The purpose of this Agreement is to establish a harmonious and constructive relationship between the parties. There are three basic criteria we will use to judge the success of our negotiations:

- Maintain Relationship — It should improve, or at minimum, preserve the relationship between the Union and the College.
- Efficient — It should take the least amount of time possible.
- Wise Agreements — It Should produce an agreement that meets the legitimate interests of each side

ARTICLE 2 - RECOGNITION

A. Pursuant to and in accordance with all applicable Provisions of Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive representative and shall bargain in good faith on all matters pertaining to wages, hours of work and other terms and conditions of employment for all full-time custodial, grounds, maintenance, service and skilled labor trades positions as listed in Appendix A, exclusive of supervisors and all other College Personnel, and the terms of this Agreement shall apply to said Employees.
B. Except as may be stated to the contrary, the term "Employee" when used hereafter in this Agreement, shall refer to all Employees represented by the Union in the bargaining or negotiation unit.
C. Classification for purposes of this Agreement shall refer to those classifications

identified in Appendix A.

ARTICLE 3 - DEFINITIONS

A. "Agreement" shall mean this Collective Bargaining Agreement.

B. "Bargaining Unit" shall mean employees who are working 37.5 or more hours a week, and are represented by the Service Employees International Union Local 517M.

C. "Demotion" is defined as moving to a classification with a lower rate of base pay.

D. "Employee", the term employee, singular or plural (except where the Agreement clearly indicates otherwise) shall mean regular full-time personnel in the bargaining unit, represented by the Union. References to one gender shall include the other gender.

E. "Employer" shall mean Northwestern Michigan College, the current governing board and its representatives.

F. "Employment Status" shall mean an Employee is: either approved to work regularly scheduled hours for which he/she receives the negotiated wage; is on approved sick leave or paid vacation; or, is on approved leave of absence for which documentation is on record with the Employer.

G. "Fringe Benefits" shall mean compensation received in addition to regular hourly compensation, as listed in the Agreement: Retirement; Social Security; Health, Dental, Vision Care, Life and Long-Term Disability Insurance; Longevity; Vacation; and Sick Leave, etc.

H. “Full-time Employment' shall mean service of 37.5 hours or more a week for the Employer, not interrupted by termination, discharge or personal leaves of absence.

I. "Grievance" shall mean an alleged violation of the express terms and conditions of this Agreement.

J. "Layoff' shall mean active employment is terminated, whether indefinitely or temporarily, due to lack of work or financial exigencies.

K. "Lateral Transfer" shall mean a move to a vacancy within the same classification.

L. "Minimum Qualifications' shall mean that the Employers knowledge or record indicates with reasonable certainty that the Employee can competently perform the work required for the position.

M. "Minor Offense" is a disciplinary action resulting in items one and two of disciplinary steps.

N. "Probationary Employee" shall mean a newly hired employee, serving a period of apprenticeship for a stated period of time and is subject to dismissal by the Employer without recourse to the grievance procedure OR

"Probationary Employee" shall mean a promoted or transferred Employee, serving a period of apprenticeship for a stated period of time and subject to voluntary or mandatory return to their previous position.

O. "Promotion" shall mean a move to a classification with a higher rate of base pay.

P. "Regularly Scheduled" shall mean a particular pattern of scheduled work between 27 and 40 hours established in a previous similar work period.

Q. "Seniority" shall mean the length of service in the bargaining unit since the last date of hire.

R. "Serious" offense is repeated violation of minor offenses resulting in suspension or discharge violation.

S. "Seniority in a classification" An employee with higher seniority in a classification will have the opportunity to displace an employee with lower seniority in the same classification on his/her formerly scheduled hours or to take the newly scheduled hours.

T. "Shift" shall be defined as follows: The designated start time of the work day for any of the three shifts as defined in the agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

SECTION 1. General

A. The Employer retains the right to manage and operate the College and all its business in the following manner;

1. To decide the number and location of facilities.

2. To exercise control of all its properties and equipment and to decide all machines, tools and equipment to be used.

3. To decide the services to be provided and the manner of providing them.

4. To decide the work to be performed.

5. To maintain order and efficiency in its operation.

6. To hire, lay off, assign, transfer and promote employees.

7. To determine the qualifications of employees.

8. To determine job content, the size and the composition of the workforce.

9. To implement, modify or change methods of operation.

10. To determine Employee starting/quitting times, number of hours worked, and work schedules.

11. To discipline and/or discharge employees for just cause, including suspensions and layoffs.

12. To make reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of College facilities.

B. The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Employer which are not restricted or abridged by this Agreement are reserved to the Employer, subject only to the condition that such rights shall not be exercised in any manner which is inconsistent with this Agreement and all actions taken by it shall be reasonable.

SECTION 2. Contracting and Subcontracting of Work

A. The parties hereto agree that contracting and subcontracting of work is a management right, responsibility and discretion. However, the Employer agrees that it will not, during the term of this Agreement, contract or subcontract work so as to cause a layoff of employees or; a reduction in the regular workday or week of employees covered by the terms of this Agreement.

SECTION 3. College Policy

A. Established policy concerning the use of College facilities is considered a management right, responsibility and discretion and shall apply under this Agreement.

SECTION 4. Bargaining Unit Work

A. Persons (defined as including volunteers and other Employees of the College and whether or not used during a period of layoff) not covered by this Agreement may perform work covered by this agreement for purposes of instructional training, experimentation, special projects, in cases of emergency or work that has historically been performed during break periods and special events and further, provided that any work performed during these periods shall not reduce on a day-to-day basis, the normal daily schedule of work hours assigned by the College (defined as excluding extra hours and overtime) of the bargaining unit Employees in the classification where the work is being performed.

ARTICLE 5 - UNION – GENERAL PROVISIONS

SECTION 1. Aid to Unions

A. The Employer shall not discriminate against, restrain or coerce any Employee with respect to or because of the Employee's membership or lawful union activity, nor shall the Employer initiate, create, dominate, contribute to or aid with the formation or administration of any labor organization.

B. It is agreed upon that neither the Union, its Officials, its Employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with an Employee of the Employer, whether represented by the Union or not, with respect to their work or with respect to Union activities or membership or the right to refrain from engaging in any Union activities or membership and further there shall be no solicitation of non-bargaining unit employees for Union membership or dues while the non-bargaining unit employees are at work or being paid by the Employer.

SECTION 2. Union Security and Union Dues

A. Upon the receipt of a written authorization from an employee, the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union.

B. The Employer will furnish the Union with an alphabetical check-off list within the month dues are charged by the Union, indicating thereon the amount due for each Employee. After thirty (30) days, the Employer shall add to this list the names and addresses of any new Employees whose names do not appear on the check-off list. One copy of this shall be returned with the stipulated amount to the offices of the Union prior to the end of the month in which the deductions are made.

SECTION 3. Representation

A. It is mutually agreed that the steward's first obligation is his/her work, as provided by the Employer; consequently, matters between the steward and the employees will take place at the earliest practical time, without loss of pay, in an area that may be designated by the Employer, where the steward and the employee will discuss the grievance in private.

B. The Union shall immediately furnish, in writing, to the Employer, the names of Union Stewards upon their election or appointment.

C. The Steward shall be the Union representative authorized to investigate grievances and to represent grievant in the presentation of grievances to the college with the following provisions:

1. Investigation of grievances by the Steward shall take place only during times when neither the Steward nor any employee whom the Steward may feel it necessary to interview for purposes of the investigation is on duty (except for authorized lunch or break periods, or time designated for union business).

2. PROVIDED, however, that such investigations may take place during regular duty hours in cases where the Steward's immediate supervisor has granted express approval for this, based on a finding that the immediate investigation is necessary to protect the health or safety of employees or students.

3. Whenever the Steward is engaged in a grievance investigation, he/she will first inform his/her immediate supervisor of the name of the employees he/she intends to interview and shall notify said supervisor immediately upon his/her leaving from and returning to duty. It is understood that the steward may request and the employer will grant, if possible, the last hour of his/her workday for grievance investigation.

4. Grievance presentations shall be scheduled by the administration and whenever such presentations are scheduled during the regular duty hours of the Steward, the Steward shall be given time off with pay.

5. One Union appointed Steward shall represent the Union as Chief Steward. This Steward shall deal directly with Management and the Union President regarding contract and policy issues and policy enforcement and sit as a member of the Union Bargaining Committee as the Union President sees fit. This Steward serves on the Union's behalf and will serve as long as his/her term is set forth by the Union.

6. One Union appointed and Management approved Steward shall represent the Union as its Safety Officer. This Steward shall deal directly with Management and the Union President regarding policy enforcement as it relates to safety, and sit as a member of the Union Bargaining Committee as the Union

President sees fit. This Steward serves on the Union's behalf and will serve a three-year term starting on January 1st and ending three years later on December 31st.

SECTION 4. Negotiations

A. The Employer and the Union agree that negotiations will take place normally during the hours of 8 a.m. to 5 p.m. unless otherwise mutually agreed upon. The Employer will grant release time from work if an employee on the Bargaining Team is scheduled to work during negotiations, and the employee will be paid up until the end of their regularly scheduled shift for that day. Bargaining Team members involved in the negotiations who are not scheduled to work during the negotiation meeting will have their shift time changed for the day of the negotiation meeting to coincide with the start of the negotiation meeting and end after a normal workday.

SECTION 5. Union Meetings

A. Union meetings can take place during work hours only with 2 weeks advance approval from the supervisor. Exceptions may be granted on a case-by-case basis. Employees who attend the meetings will be paid if they are scheduled to be at work during the meeting time.

SECTION 6. Supplemental: Temporary, Part-time, and Student Employees

A. It has been the practice of the Employer to employ temporary, part-time, and student employees on a part-time basis. The parties understand that the employer intends to continue its practice and such employees shall not be within the bargaining unit. Temporary, part-time, and student employees shall be used for supplementary purposes only. They shall not be used to displace full-time employees for any part of the basic eight (8) hour day or basic forty (40) hour week. The Employer's use of such employees shall not be considered to be a violation of Article 4, Section 4. It is understood that this section shall not be used to reduce the size of the union workforce.

SECTION 7. Strike and Lockout

A. The Union and Employees recognize that strikes are contrary to law and public policy. The Employer and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education, without interruption of the College programs.

B. The Union Local, 517M, their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow- downs,

stoppages of work, picketing, or any acts of similar nature which would otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

C. Lockout: The Employer agrees that it will not lockout any of its employees.

SECTION 8. Notice to the Union

A. The Employer will provide a bulletin board in the College in the area of the time clocks to be used by the Union for posting of notices of Union meetings and other official Union business. All information posted by the Union shall not be removed or altered by the employer in any way.

B. In the event the Employer shall establish a new classification within the bargaining unit, the Employer shall notify the Union, in writing, of the classification and rate for same. The pay rate shall be binding on the Union unless the Union within thirty (30) calendar days of receipt of notice, advise the Employer's Associate Vice President of Human Resources, in writing, of the Union's desire to negotiate the pay rate. In case of such notification to negotiate, the parties shall negotiate the rate. In the event a pay rate is not agreed upon within sixty (60) calendar days from the commencement of such negotiations, the dispute may be submitted to mediation in accordance with the following;

1. Mediation can be submitted by either party.

2. Mediation will be submitted to the Michigan Employment Relations Commission for the selection of a mediator.

3. All notices of intent to mediate shall be in writing and within ten (10) days from the date of an impasse of the rate negotiations.

ARTICLE 6- HOURS OF WORK

SECTION 1. Workweek and Workday

A. The normal workweek will begin on Sunday at 12:01 a.m. and end on Saturday at 12:00 midnight.

B. Forty (40) hours shall constitute a normal workweek for full-time employees and shall consist of 5 consecutive days of work followed by two (2) consecutive days off. No regularly scheduled shift shall begin within twelve (12) hours of the previous regularly scheduled shift ending.

C. The normal workday for full-time employees shall be eight (8) consecutive hours excluding the unpaid lunch period.

D. In the event the Employer adjusts an Employee's working hours two (2) or less hours, the Employer will give the employee forty-eight (48) hours' notice unless otherwise agreed upon by the Employee.

E. In the event the employer changes an Employee's working hours in such a fashion that it constitutes a change (defined as more than two (2) hours) in the Employee's shift or his/her work week;

1. The Employer will provide the Employee with two (2) weeks written notice unless otherwise agreed upon by the Employee.

2. An Employee with higher seniority in classification will have the opportunity to displace an employee with lower seniority in the same classification on his/her formerly scheduled hours or to take the newly scheduled hours.

F. The workload assigned to employees will be reasonable. Employees on their off day shall be called into work to cover jobs when full-time employees are absent and the job in question necessitates it.

SECTION 2. Established Shifts

A. Beginning Shift Periods for Pay

Shift	Start Times
1st	4:00am
2nd	12:00pm
3rd	8:00pm

Employees will receive their regular hourly rate (plus overtime, when applicable) when their regular shift is extended into another shift.

B. In the event the Employer changes the established shifts, the Employer agrees to provide a fourteen (14) calendar day notice to the Union in writing and, if requested, shall consult with the union prior to the implementation of said shift change.

SECTION 3. Overtime Premium

A. Time and one-half (1 1/2) of the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's normal workday. See Article 6 /Hours of Work for 1O hour work day exception.

For the 10/4 option, time and one-half (1 1/2) the regular straight time rate will be paid for time worked in excess of ten (10) hours in an employee's normal workday.

B. Time and one-half (1 1/2) of the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's normal workweek. ALL leave time will be used in computing overtime.

C. For the purpose of computing overtime pay for over forty (40) hours in an employee's normal workweek a holiday in which the employee receives pay will be counted as a day worked.

D. Overtime will not be pyramided, compounded or paid twice for the same time worked.

SECTION 4. Overtime Equalization

A. Employees will be added to their in-classification overtime rotation upon successful completion of their probationary period. Upon further successful demonstration of qualifications in another classification, management will also add them to the out-of-classification rotation for that classification.

1. For purposes of Contractual Clarification, "Unavailable" is equivalent to a "Refusal". OT tracking will be marked as: X= Accepted, UA=Unavailable, V=Vacation and LOA=Leave of Absence.

2. Seniority will be used as the original priority and then Overtime Equalization, Business Needs and Safety will determine OT rotation.

3. Management must notify qualified employees of an overtime opportunity via Company-issued email no less than twenty-four (24) hours in advance of the scheduled start time, whenever reasonably possible. Overtime needs for the weekend shift will be communicated no less than 72 hours in advance, whenever reasonably possible. If it is not reasonably possible, then as soon as management knows of the need, and via group text or phone call.

B. All overtime shall be distributed as equally as possible by opportunity for those employees having the ability to do the job and offered in the following priority:

1. Employees assigned to a specific project which extends beyond their normal workday in order to complete a project or work assignment.

2. Within the job classification in which overtime applies.

3. Within the department, in other classifications to those qualified to perform the work.

4. To probationary employees within the job classification in which overtime applies.

5. To probationary employees in other classifications, to those qualified to perform the work.

C. In the event an insufficient number of qualified employees voluntarily agree to work overtime, the college will exercise its right, within reason, to assign overtime to the least senior employee qualified to perform the work. Such overtime assignments will be considered mandatory.

D. Employees who are on vacation or a leave of absence as outlined in this agreement will retain their place in the rotation as if they had not been offered during the period they were on leave.

E. Overtime refused by any Employee on the overtime list shall be equated to overtime worked and such refusal shall be documented as “unavailable”.

F. The overtime list reflecting overtime opportunities worked and unavailable shall be posted on the Union bulletin board monthly with a copy provided to the Union President.

SECTION 5. Call-In

A. Whenever an employee is called into work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate rate of pay or a minimum of four (4) hours pay at the employee's straight time hourly rate, whichever is greater.

B. Call-in pay is as follows: Employees who are called-in when they are not expected to be at work are paid for either 4 hours of straight time pay (actual work of 2.6 hours or less) or they will be paid at 1.5 times their hourly rate for the actual hours worked (2.7 hours worked or more), whichever is greater.

C. Except as set forth in Paragraph A of this section, employees requested to extend their working hours immediately preceding or immediately following their shift to complete a project, a work assignment or meet the operational needs of

the college, will receive the appropriate rate of pay for actual hours worked.

D. Employees assigned to take emergency calls will make themselves available in one-week increments, starting Wednesday at 7:00 a.m. and ending the following Wednesday at 7:00 a.m.

E. Employees assigned to take emergency calls shall receive compensation in the amount of seven (7) hours of pay for the one-week period.

F. Employees assigned to take emergency calls shall be responsible for ensuring an appropriate response to all emergency situations.

G. Employees assigned to make themselves available for emergency calls (standby) shall be notified in writing no less than twenty-four (24) hours in advance unless the situation prohibits such notice.

SECTION 6. Rest Periods

A. Employees shall receive one (1) fifteen (15) minute rest period inclusive of travel time (travel time is door-to-door, one facility to another) to be taken midway through the first (1^{st}) four (4) hours worked and one (1) fifteen (15) minute rest period to be taken midway through the second (2^{nd}) four (4) hours worked per day.

B. The rest period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

C. The times of these rest periods are determined by the supervisor and are flexible based on the start time of the shift and the work needs of that day.

SECTION 7. Wash-up Time

A. All employees will be allowed a ten (10) minute wash-up time period prior to the end of the shift. In special circumstances, with the approval of the supervisor, the time period may be extended.

SECTION 8. Shift Differential

A. Employees who commence work during the established second (2nd) and established third (3rd) shift shall receive, in addition to their regular pay, two dollars ($2.00) per hour additional compensation. Such a differential will be paid

for all hours worked on a shift.

B. Shift differential shall be paid when the employee is on approved vacation, sick leave, holidays, and unscheduled school closure days, but shall not be paid when the employee is on wage continuation.

SECTION 9. Work in Higher Classification

A. Employees temporarily assigned (for two (2) hours or more) by the Employer to a classification with a higher rate of pay shall be placed on the same step in the higher classification.

SECTION 10. Inclement Weather and other unforeseen conditions

A. All facilities employees are essential employees and are expected to report to work during inclement weather or other unforeseen conditions even when the College is closed, as described in B and C below.

B. If an employee is unable to report because of inclement weather, they shall be able to deduct a day from their sick leave bank. If no available sick time day will be unpaid.

   The employee may request to make up inclement weather time off and approval is at the discretion of the supervisor.

C. In the event of a college declared unscheduled closure facilities employees are expected to report. Employees will be paid straight time plus applicable shift differential for the closure day plus time for all hours actually worked at the straight time rate plus applicable shift differential irrespective of other call-in provisions.

   If an employee is unable to report because of inclement weather, they shall be able to deduct a day from their sick leave bank. If no available sick time day will be unpaid and will not be eligible for closure pay.

D. In the event of a government-declared emergency closure. Employees do not need to report to work and will be paid for the closure day at straight time plus applicable shift differential.

E. If an Employee arrives to work after their regular starting time because of inclement weather, they may work the time missed without causing an overtime situation.

F. If a vacation day has been scheduled on a day when the college has an unscheduled closure, employees will be paid closure pay instead of vacation pay.

ARTICLE 7 - EMPLOYMENT – GENERAL PROVISIONS

SECTION 1. Seniority

A. Seniority shall be defined as the length of service in the bargaining unit since the last date of hire. In cases where multiple employees start work on the same day, employees shall be placed on the seniority list in the following order:

   1. First, by the date of acceptance of the offer of employment, and if that date is the same, then,

   2. By alphabetical order of surname

B. Accumulated Seniority

   1. Classification seniority shall be defined as the length of service in the classification and will only apply to Article 8.

C. Demotions

   1. Demotions enacted by management:
      a. Shall be selected by the least seniority in the classification.
      b. Displaced employees will have the first right to return to the classification from which they were removed.

   2. Demotions as a result of a layoff (bumping)
      a. The employee will carry their classification seniority from the position they are vacating, added to their previously established seniority in the new, lower or lateral classification.

   3. Demotions enacted by an employee:
      a. Shall be allowed by applying for the vacancy.
      b. Employees electing to be demoted will lose their seniority within the classification they are leaving.
      c. Employees electing to be demoted will be placed in the classification, and shift stated in the vacancy being awarded.
      d. After six months demoted, employees are free to apply for the vacancy.

D. Upon satisfactory completion of the probationary period, the new Employee's seniority date shall be retroactive to the date of hire as a regular employee.

E. The Employee will lose his/her seniority rights for the following reasons:

1. He/she resigns.

2. He/she is discharged for just cause and not reinstated through the grievance procedure.

3. He/she retires.

F. For the purpose of layoff and recall only, all Employees who hold an official union position, shall have the privilege of top seniority in their respective classification and shifts provided:

1. They have been employed for 180 days or more.

2. They have the ability to do the work required.

3. The Union shall provide the Employer in writing with a current list of those Union Stewards pursuant to this section.

G. Any Employee transferred from the bargaining unit to a supervisory position shall retain (freeze) the seniority he/she had as a bargaining unit member.

H. The Employer shall maintain a seniority list designating the seniority, classification and department of the Employees covered by this Agreement. Such a list shall be updated and posted when it changes, with a copy furnished to the Union.

SECTION 2. Evaluations

A. The overall goal of the performance feedback process is performance improvement, which involves goal and expectation setting, ongoing feedback, and the documentation and monitoring of progress toward goals. Facilities Department Employees shall be evaluated utilizing the Performance Evaluation Form. (Refer to Appendix E) The form may be modified for online use and electronic distribution and approvals.

B. The evaluation of non-probationary Employees will be conducted at least one (1) time per year by the Employee's immediate supervisor. This provision will not be construed to deny other Employees within or outside the bargaining unit from providing input into the evaluation process.

C. Any deficiencies observed by the Employee's immediate supervisor will be noted on the evaluation form and directions will be given as necessary regarding needed improvements.

D. Evaluations will be signed by the Employee. The signature will not be interpreted as agreement with the evaluation. Employees may, at their option, add a rebuttal statement to his/her written evaluation or file a grievance.

SECTION 3. Employee Information

A. The employee agrees to provide such personal information to the Employer as may reasonably be required by the Employer, the State of Michigan or the United States Government; subject, however, to the rights of privacy as may be guaranteed by law.

SECTION 4. Employee Safety

A. The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Employer will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union in respect thereto. The Union will cooperate in assisting and maintaining the agreed upon rules regarding health and safety. Refer to Article 17, Section 2, Uniforms, B, Safety Shoes.

SECTION 5. Payroll

A. Payday will be every other Friday and distributed on the Employer's time.

B. Deductions from payroll checks shall be those required by law and those agreed to between the Employee and the Employer.

SECTION 6. Mileage Expenses

A. Costs associated with the use of an Employee's personal automobile for College business shall be reimbursed at a rate per mile to be at the current business IRS rate. Pre-approval is required.

B. Requests for mileage reimbursement must include the starting location, the destination, the miles traveled, and the purpose of the trip. Use the standard college form.

C. Only mileage in excess of the distance normally traveled to the place of work (Facilities Building) will be eligible for reimbursement.

D. Mileage calculations will start at the employee’s normal place of work.

ARTICLE 8 - VACANCIES – GENERAL PROVISIONS

SECTION 1. Notice of Job Vacancy

A. The workweek for all vacancies will consist of five (5) consecutive days of work followed by two (2) consecutive days off and the normal workday shall be eight (8) consecutive hours. (This workweek is hereinafter designated as 8/5.) Upon successfully completing the probationary period, employees may be offered the 10/4 option.

B. Vacant positions to be filled within the bargaining unit which the Employer intends to fill, will be posted for a period of five (5) working days (excluding holidays). Postings will be displayed on Union bulletin boards and sent electronically to Employees.

C. Employees interested shall apply by official application to the Office of Human Resources within the five (5) working day posting period.

D. Vacancy postings will minimally contain the following information:

1. Position available
2. Department or location
3. Hours of work per week
4. Shift
5. Rate of pay
6. Job description
7. Nature of test(s) to be administered, if any

SECTION 2. Awarding Vacancies

A. Lateral Transfer is defined as moving to a vacancy within the same classification, but on a different shift.

B. A Promotion is defined as moving to a classification with a higher rate of base pay

C. A Demotion is defined as moving to a classification with a lower rate of base pay

D. Vacancies will be awarded within the Bargaining Unit in the following order:

1. The applicant meeting the minimum qualifications with the most seniority within the classification in which the vacancy exists.

2. The applicant meeting the minimum qualifications with the most union seniority within the Bargaining Unit in which the vacancy exists.

3. Where there is no applicant meeting the minimum qualifications, applications will be taken outside the Bargaining Unit, posted externally.

E. The assignment of external applicants will be facilitated within a reasonable time period of the selection of the applicant.

F. Notice of award or denial shall be sent to all applicants and the Employer will notify the Bargaining Unit President in writing of the person selected for any job vacancy in the bargaining unit.

G. A physical examination, is required for Grounds positions for the DOT physical and will be provided and paid for by the Employer before the person begins employment to determine his/her fitness for the particular position's physical requirements.

SECTION 3. Probation

A. Newly hired employees

1. A newly hired employee shall be on probation status for 180 calendar days. This period may, in specific instances, be extended by the Employer.

2. If the probationary employee is absent more than five (5) working days, excluding holidays, during their 180 days, probation will extend to include all days absent.

3. If at any time prior to the completion of the 180-calendar day probationary period, the Employee's work performance is unsatisfactory, she/he may be dismissed by the Employer and shall not have the right to the grievance procedure or arbitration.

B. Promoted or transferred employees

1. An Employee who is promoted or awarded a lateral transfer to a new position will be considered probationary for the first 90 calendar days. This period may, in specific instances, be extended by mutual agreement between the Union and the Employer. In the event the employee's performance fails to meet the established standards of the new position during the probationary period, he/she will be returned to their former position.

2. An Employee who was promoted or awarded a lateral transfer to a new position may voluntarily elect to return to the former position if requested within fifteen (15) working days from the new position’s start date. Such an

employee will be returned to the former position within fifteen (15) working days of the request.

The employer may waive the fifteen (15) working day notice for an employee to request reinstatement to a previous position after a lateral transfer when extenuating conditions exist such as a leave that could meet the requirements to be considered a family medical leave.

NMC retains the right to manage Employee work schedules for the purpose of maintaining effective operation of the Campus Services department. With regard to ARTICLE 8 Vacancies-General Provisions, Probation the Employer reserves the right to handle special employee requests for reinstatement to a former position on an individual basis without setting precedence for future circumstances.

3. An Employee may only be awarded one position vacancy within a six (6) month period.

C. The Employer reserves the right to make building reassignments where needed, and as needed to comply with federal and state laws regarding accommodation of disabilities.

SECTION 4. Qualifications

A. For the purposes of promotions or transfers, meeting the "minimum qualifications" means that the Employer's knowledge or record indicate with reasonable certainty that the Employee can competently perform the work required for the position without additional training.

B. Qualifications (ability, attendance, competency, evaluations, job performance as well as physical capability to perform work) will be determined by the Employer. For the purposes of this section, current evidence or information should be provided by the applicant to be evaluated by the Employer in consideration of the applicant.

C. Weighing and assessment factors for determining the requirements for meeting the minimum qualifications may be comprised of any of the following:

1. Work sample and performance tests
2. Practical written tests where applicable
3. Individual oral tests
4. Tests to determine physical capability
5. Testing and assessment will be administered by the employer.

D. The statement of job qualifications as set forth in the most current official

classification job description on file in Human Resources will be used in the evaluation and rating process for determining "meeting the minimum qualifications."

E. Any test(s) used in determining qualifications for any bargaining unit position shall reasonably measure the entry-level skills and/or knowledge required for the position.

F. Test results of the applicants shall not be considered public documents. Test results will be stored in testing files and will not become part of an employee's official personnel file, and will not be shared with any entity without the written approval of the employee.

G. Non-discrimination. In filling vacancies, the Employer shall not discriminate for any unlawful reason.

ARTICLE 9 - GRIEVANCE PROCEDURES

SECTION 1. General

A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

B. The time elements in the steps may be shortened or extended upon written mutual agreement between both parties. Any grievance not appealed within the specified time limits will be considered as settled on the basis of the last Employer response or considered to be awarded to the Union if the noncompliant party is the Employer.

C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays and unscheduled closures.

D. Any grievance not presented for disposition through the grievance process within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the Employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.

E. Should a non-probationary Employee wish to contest a dismissal or a suspension, a written grievance may be presented directly to Step 3.

Also see Article 10, Section 1, E

SECTION 2. Step One – Immediate Supervisor

A. An Employee having a grievance shall discuss the matter, informally, (Step One of form, Appendix D), with his/her immediate supervisor, with the Employee's Union representative present. If the grievance is not resolved orally it may be moved to Step Two

Step Two – Director of Facilities

A. The Union then may submit the grievance, in writing, within five (5) working days, to the Director of Facilities, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. Alleged contract violations should be identified by Article, Section, Para., etc. The Employee and the Union shall sign the grievance. The Union and the Employee shall then, within five (5) working days, meet with the Director of Facilities to discuss the grievance. The Director of Facilities will respond in writing with the results of this meeting within five (5) working days to the Steward and Grievant.

SECTION 3. Step Three – Associate Vice President of Human Resources

A. If the grievant is not satisfied with the response given in Step 2, the grievant, who may be represented by the Union's Business Representative and a bargaining committee of not more than three (3) employees who will also act as the Grievance Committee, may appeal the grievance to the Associate Vice President of Human Resources within five (5) working days of the Step 2 response.

B. The Union and The Employee shall then, within five (5) working days, meet with the AVP of Human Resources to discuss the grievance.

C. The AVP of Human Resources shall give his/her decision, in writing, relative to the grievance, within five (5) working days of the meeting to the Steward and the Employee.

D. In all cases where management has determined that discharge will be the result of a disciplinary action the following shall occur:

1. A discharge hearing will be scheduled to determine whether or not to discharge the employee.
2. The hearing shall be attended by the grievant, Management, Union Labor Relations Agent, and the Union Bargaining Committee.

SECTION 4. Step Four – Arbitration

A. Only the Union may process a grievance to Step 4.

B. Any unresolved grievance which is related to the interpretation, application or

enforcement of a provision of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure, may be submitted to binding arbitration in strict accordance with the following procedure.

C. Arbitration shall be invoked within thirty (30) working days of the notification of the decision in Step 3 by written notice to the other party of intention to arbitrate.

D. The parties agree that within ten (10) working days of written notice from the Union, they will file to obtain a panel of five (5) names from the Michigan Employment Relations Commission. The selection of an impartial Arbitrator shall then be selected in accordance with the rules and regulations of the Michigan Employment Relations Commission.

E. Powers of the Arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract to, disregard, alter or modify any terms of this agreement.

2. He/she shall have no power to establish salary scales or to change any salary scales.

3. He/she shall have no power to change any written practice, policy or rule of the College nor substitute his/her judgment for that of the College as to the reasonableness of any such practice, policy, rule or any action taken by the College unless such practice, policy or rule is in direct conflict with this agreement.

4. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

5. He/she shall not have the power to interpret state or federal law.

6. He/she shall not have the power to rule on the discharge or discipline of a probationary Employee.

7. He/she shall have the authority to determine if any discharge or discipline of a non-probationary Employee was of just cause and may review the penalty imposed subject to the following:

   a. If the arbitrator determines it to be inappropriate and/or unduly severe, she/he may modify it accordingly.

   b. The arbitrator shall have the authority in cases concerning discharge or discipline, to order the payment of back wages and compensation for an

employee which the employee would otherwise have received.

c. Any case appealed to the Arbitrator on which he/she has no power to rule shall be referred back to the parties without decision.

8. More than one (1) grievance may not be considered by the arbitrator, at the same time, except upon expressed mutual consent, and then only if they are of similar nature.

9. If either party disputes the arbitration of any grievance under the terms of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.

10. If a disputed arbitration of a grievance is denied, the Union shall be deemed the losing party. The cost of the Arbitrator shall be borne by the losing party, and each party shall assume its own cost of representation, including any expense of witnesses except as provided in Section 12 below. In the event there is not a clear-cut losing party in an Arbitrator's decision the Arbitrator will determine the percentage paid by each party.

11. The decision of the Arbitrator shall be final, conclusive, and binding upon the College, the Employees and the Union.

12. Arrangements will be made for paid release at College expense for Union witnesses, and the Union President and Grievance Chairperson.

ARTICLE 10 - DISCIPLINE AND DISMISSALS

SECTION 1. General

A. Nothing contained in this Article shall be construed to in any way limit the rights of the Employer as set forth in Article I hereof, Management Rights.

B. Dismissal, suspension and/or other disciplinary action shall be only for just and stated causes with the Employees having the right to defend themselves against any and all charges.

C. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union.

D. The Employee will be required to acknowledge receipt of written warnings and reprimands or forfeit rights to the grievance procedure, except that the employee will be offered the presence of a steward prior to signing. It shall clearly indicate

that the employee's signature does not mean agreement to the charges or penalties.

E. NMC will document a disciplinary process beginning with the first verbal warning (refer to Appendix F). A report of the disciplinary action will be retained in their Personnel file in the Office of Human Resources. Should a challenge arise regarding the disciplinary action in the report, the report may be used in the ensuing grievance proceeding or arbitration.

F. When imposing any discipline for minor offenses, the Employer shall not consider any minor offenses committed by the employee prior to twelve (12) months of work time from the date of the present offense. (260 work days)

G. Any discipline not presented for disposition through the discipline steps as set forth in Section 3 of this Article within five (5) working days of the occurrence of the conditions giving rise to the discipline, or within (5) working days of the date it is reasonable to assume that management first became aware of the conditions giving rise to the discipline, shall not thereafter be considered for disciplinary steps as set forth in Section 3 of this Article.

H. Absences will not be counted in calculation of the 12 months and the 5 working days will be upon return to work.

I. All written disciplinary actions shall be signed by the employee, and shall clearly indicate that the employee's signature does not mean an agreement to the charges or penalties.

J. The type of reasonable penalty imposed in any instance depends on the nature and seriousness of the offense involved. In case of a suspension, the notice and effect may be immediate and without pay for the period involved. In case of a discharge, the notice and effect may be immediate; however, the employee will receive two (2) weeks' pay from the effective date.

K. The Employer shall have the right to dismiss any employee during his/her probationary period, and neither the employee nor the Union shall have recourse in such case to the grievance procedure.

SECTION 2. Rules and Regulations

A. Rules and regulations for the conduct of Employees are essential for the well-being of all and the orderly and efficient operation of Northwestern Michigan College. As public servants, NMC employees are expected to fulfill their assignments efficiently, to the best of their ability, and to conduct themselves on NMC time and premises in a manner that promotes the safety and welfare of students, visitors, and all employees, encourages congenial work habits, and

protects NMC and personal property.

B. All new work rules and regulations for which an employee may be disciplined or discharged shall be posted and submitted to the Union at least ten (10) calendar days prior to the effective date of the work rule.

C. The Union shall have until the effective date to object to the proposed work rule, and in no event shall the effective date be less than ten (10) calendar days after the posting and notification to the Union.

D. If the Union objects to the proposed work rule, the parties shall meet and attempt to resolve the difference. If the matter is not resolved within an additional ten (10) calendar day period, the rule may be referred to mediation by either party.

SECTION 3. Discipline Steps

A. An informal coaching note may be used for minor infractions that do not rise to the level of the need for a Corrective Action Plan. This step will not always be a part of the progressive discipline process as outlined below.

B. Discipline shall consist of four (4) steps but not limited to:

Step 1 - Documented Verbal Warning with Corrective Action Plan
Step 2 - Written Reprimand with Corrective Action Plan
Step 3 - Suspension with acknowledgment of correction with an opportunity to resign.
Step 4 - Discharge

C. The Documented Verbal Warning (refer to Appendix F) is normally the first indication of a violation that warrants an Action Plan. It consists of a verbal conference with the employee. The employee is permitted to invite a union representative to this meeting.

The Corrective Action Plan will use the form provided by Human Resources and will document the plan for corrective action (Appendix F, Corrective Action Plan section).

D. The Written Reprimand is a formal notice of violation (refer to Appendix F). It serves as notice that continued infractions will result in more serious discipline. All written warnings will be given to the Employee and filed in their personnel folder. The employee is permitted to invite a union representative to this meeting.

E. A Suspension is for serious or repeated offenses. An Employee may be suspended without pay. Compensation will not be paid while on suspension

unless it is determined that the employee was unfairly suspended. Reasons for their suspension will be documented, given to the employee, and filed in their personnel file. The employee is permitted to invite a union representative to this meeting.

F. In the case of a discharge there may be exceptions to using this disciplinary procedure where good business practice demands immediate suspension or dismissal of an employee.

G. In the case of voluntary separation from employment with the College during open disciplinary action, the following will occur:

1. All pending actions of discipline or grievances related to the discipline shall become moot.

2. For this reason, all parts of these actions shall be removed from all of the employee's personal files immediately.

3. Human Resources shall immediately send notice to the union that any pending discipline and/or grievances related to said discipline have been removed from the employee's file.

4. Human Resources shall immediately send notice to the union that the employee has voluntarily resigned from the College's employment.

5. Voluntary separation during step 3 of the discipline procedure shall receive earned vacation irrespective of provisions in Article 12, Vacations, Section 3., Pay in Lieu of Vacation Time, B.

SECTION 4. Discharge

A. In the case of discharge there may be exceptions to using this disciplinary procedure in cases where good business practice demands immediate suspension or dismissal of an employee. Such examples include, but are not limited to, the following:

1. Violation of work rules or procedures set up by NMC or their supervisor, or the contract.

2. Incompetence or continued unsatisfactory performance, after instruction and/or counseling.

3. Does not maintain competence or legal capacity to perform their job duties.

4. Gross negligence of duties or a serious failure to perform their job.

5. Insubordination.

6. Violation of any lawful/official regulation or order.

7. Harassment.

8. The possession, sale, distribution or manufacturing of a controlled substance or an illegal drug while at work, in a college vehicle or other college vehicles used by the college.

9. Use of an intoxicating beverage, hallucinogen, controlled stimulant or depressant drug while on or before duty, so that such indulgence can be discerned after the time for commencement of duties.

    a. If there is reasonable suspicion that an employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended with pay until the results of a drug and alcohol test are made available to NMC by the College's contracted testing laboratory. There will be no adverse employment action taken before the test results are received. Alcohol and drug testing will be conducted whenever there is "reasonable suspicion" of drug or alcohol use.
    b. It is possible for a test for alcohol or drug use to be conducted after an accident or injury based on management observation and documentation, but only if it is based upon reasonable suspicion, rather than the fact that an accident occurred. The employee may return to work after being tested for illegal drugs or alcohol related to an accident and/or injury provided the manager, in consultation with appropriate medical personnel and the employee, deems the employee fit for duty.

10. Fighting.

11. Unauthorized use, misuse or misappropriation of college property or equipment.

12. Failure to promptly report damage to property and equipment.

13. Violation of safety practices. (Serious offense, see definition-Article 3, R.)

14. Use of threats or intimidation

15. Accept or offer compensation other than that specifically authorized by NMC policy, in connection with official duties.

16. Falsification of documents

17. Violation of the attendance policy. (Serious offense, see definition-Article 3, R.)

18. Commits, or has been convicted of, or entered a plea of guilty or no contest, to an act which constitutes a felony or a misdemeanor having specific relevance to the duties of the employee's classification.

SECTION 5. Dismissal – Other

A. If an employee is laid off for a continuous period of one (1) year or his/her length of seniority, whichever is greater, but in no event for a period greater than five (5) years

B. If an employee is absent for three (3) consecutive working days without notifying the Employer or fails to immediately provide a doctor's excuse for this absence upon the employee's return to work.

   For the 10/4 option, dismissal after three (3) consecutive working days will be three (3) consecutive ten (10) hour working days.

C. If an employee on layoff fails to report within five (5) days after being notified at his last known address. (It is the responsibility of the employee on layoff to keep their phone number and address current with the Employer.)

A. The Employer agrees that in the event an employee fails to comply with the provisions of parts B and C of this section by reason of emergency and presents evidence satisfactory to the Employer that reasonable cause existed for failure to comply, seniority shall not be lost. It is expressly understood that this section only applies to parts B and C of this section.

B. If an employee overstays a leave of absence; obtains a leave of absence by giving a false reason; or engages in any other employment during a leave of absence without the approval of the Employer. In the case of overstaying a leave of absence, the procedures outlined in Article 15, Section 1 will be followed prior to termination and loss of seniority rights.

C. Applicants for positions will certify that the information given by them in interviews and the employment application are true, accurate and complete. Employees understand that if they have knowingly given any false information on this application, or if they have omitted any material facts, they may be disqualified from employment with Northwestern Michigan College, or if hired, may be discharged immediately upon discovery of such false statements or omissions, regardless of how much time has passed between the date of hire and the discovery of the misrepresentations or omissions.

ARTICLE 11 - LAYOFF AND RECALL

SECTION 1. General Provisions

A. Layoffs will be based on classification seniority. An employee laid off in their classification who exercises their seniority to displace the least senior employee in a lateral or lower classification must notify the employer and displace such employee within ten (10) working days. The aforementioned procedure is subject to the condition that in the employer's judgment, those employees remaining subsequent to the layoff or those employees who exercise displacement rights possess the ability to do the work required. Employees will be returned to their own classification before any other laid off employee with less seniority is recalled or returned to that classification.

B. Employees who exercise their seniority under this section shall be paid at the same pay step in a lateral reassignment or at the step closest to but not less than their current salary

C. Recall will be done in the inverse order of the layoff(s).

SECTION 2. Notice of Layoff

A. An employee who is being laid off shall be given written notice of layoff two (2) weeks in advance of the effective date of layoff or two (2) weeks' pay in lieu of notice, or any combination of either.

B. Notice of layoff shall be given in writing to the employee and Union and shall set forth the effective date of the layoff.

ARTICLE 12 - HOLIDAYS

A. For weeks with paid holidays, the worksheet for all Employees (including those on the 10/4 option) will be 8/5.

B. Employees will receive paid holidays in accordance with the schedule set below:

Spring Holiday (Friday of Spring Break)
Memorial Day
Labor Day
Independence Day
Thanksgiving Day
Friday following Thanksgiving Day

December 24 - January 1 Winter Break

C. When a holiday falls on a Saturday or Sunday, the President or designee will declare the appropriate day for college observance of the holiday.

D. Employees required to work on any of the above-named holidays shall receive double time (2X) for hours worked in addition to their regular holiday pay will result in 3X regular pay rate.

E. Employees scheduled to work on a designated holiday that fail to report to work and are absent without approved leave shall forfeit holiday pay.

F. Except as set forth in Paragraph E above, Employees on a paid or unpaid leave of absence or approved unpaid day(s) off, will not be eligible for holiday pay.

G. In order to be eligible for holiday pay an Employee must work the last scheduled day preceding the designated holiday and the next scheduled working day following the designated holiday, Unless the Employee is on a pre-approved vacation as set forth in Article 13 Vacations, Section 2., Vacation Schedules or an approved sick leave as set forth in Article 14, Paid Leave Days, Section 1., Sick Leave Days. Employees on approved sick leave are required to provide medical verification for the absence.

ARTICLE 13 - VACATIONS

SECTION 1. Vacation Accrual

A. Employees will accrue vacation as follows:

Employment Year	Bi-Weekly Accrual Hrs.	Maximum Hrs Awarded	Maximum Accrued Hrs
0 - 1	3.08	80	80
1 - 2	3.08	80	160
2 - 3	3.08	80	160
3 - 4	3.08	80	160
4 - 5	3.08	80	160
5 - 6	4.62	120	240
6 - 7	4.62	120	240
7 - 8	4.62	120	240
8 - 9	6.16	160	320

9 -	6.16	160	320

B. Vacation time begins to accrue with the date of employment but does not become available to the Employees until they have completed one hundred and eighty (180) calendar days of employment. Therefore, Employees shall not be eligible for paid vacation time before it accrues, or before they have completed one hundred and eighty (180) calendar days of employment.

C. Hours will be accrued on the last day of each pay period. Time must be available on the first day of each pay period to use it within that two weeks.

D. Maximum vacation accrual may not exceed twice the annual accrual as set forth in (A.) of this section.

E. For the 10/4 option, one (1) day of vacation will be ten (10) hours unless the vacation day is taken during a week with a paid holiday. When on the 8/5 schedule due to a paid holiday, one (1) day of vacation will be eight (8) hours.

SECTION 2. Vacation Schedules

A. Vacation requests for the subsequent fiscal year must be submitted on the Vacation Request Worksheet by Employees no later than April 15th.

B. Requests will be approved or disapproved by May 1st by the supervisor and a vacation schedule will be posted by May 15th of each year. Where more than one (1) Employee requests a particular day(s) off, seniority within the classification will prevail in authorizing the requests.

C. All vacation requests received after the April 15th deadline will be approved on a first come first serve basis subject to the daily limitations set forth in (D) of this section.

D. Vacation requests of this nature are to be submitted at least, three (3) days in advance of the date on which the vacation is to commence. This time period can be lessened by approval from your supervisor.

E. Supervisor will authorize vacation in accordance with the following schedule on any given day: Not more than the indicated number of employees will be off at one time.

	School Semester	Summer Session	Holiday Periods
Custodial	3	4	4
Grounds	1	2	2

Maintenance	2	3	4

F. Requests on any given day beyond the above schedule are discretionary with the Supervisor.

G. A block-out period for vacation will exist during the two weeks in August prior to the start of the fall semester and the two weeks in May following the end of the spring semester due to the operational needs of the college.

SECTION 3. Pay in Lieu of Vacation Time

A. Employees will receive pay in lieu of paid vacation time (i.e. without taking actual time off from work) only after the completion of six (6) calendar months of employment and then under the following circumstances:

1. Retirement
2. Voluntary Termination
3. Death, in which case the estate will be paid

B. An Employee voluntarily terminating his/her employment, shall receive earned vacation, provided two (2) weeks' written notice is provided to the Employer, or lesser notice if it is beyond the Employee's control (subject to the approval of Human Resources).

C. In the event it creates a hardship on the Employer, the Employee shall have to wait a reasonable time so that the Employer is able to pay whatever is due.

SECTION 4. Holidays during Vacation

A. If a day observed by the Employer as a holiday as provided in Article 12, Holidays, occurs during the Employees' vacation, they shall, if otherwise eligible for it, receive holiday pay and will not have time charged against accrued vacation time.

SECTION 5. Sick Leave during Vacation

A. If an Employee becomes hospitalized or totally disabled and under the care of a physician during scheduled vacation and provides a certificate to that effect, that portion of an absence will be charged against the Employee’s sick leave bank.

ARTICLE 14 - PAID LEAVE DAYS

SECTION 1. Sick Leave Days

A. Except for the 10/4 option, all references to accrued sick days or accrued sick leave days will be an 8-hour day.

B. For the 10/4 option, one (1) day of sick leave will be ten (10) hours unless the sick leave day is taken during a week with a paid holiday. When on the 8/5 schedule due to a paid holiday, one (1) day of sick leave will be eight (8) hours.

C. Employees will earn 0.0463 hours of sick leave for every hour worked, the equivalent of 3.7 hours during an 80 hour pay period.

D. The maximum accrued sick leave days carried over on December 1st of each year is forty-two (42) days, which equates to 336 hours.

E. Any accrued balance over thirty days (240 hours) to a maximum of forty-two days (336 hours) will be surrendered for payment in full to the employee on the 1st full pay period in December.

1. Payment will be at the Employee's regular hourly rate including regular leader pay, but not including shift differential or temporary leader pay.

2. Example:

December 1, 2001	30 days	beginning balance
Dec. 1 - Nov. 30, 2002	12 days	accumulated
July 10, 11 sick days	-2 days	used
November 30, 2002	40 days	ending balance
	10 days	surrender days over 30 for payment

F. New Employees may use credited sick leave after they have completed one (1) month of service.

G. Sick time accrued may be used for 2 personal business days per anniversary year (first day of NMC employment) and will not be accumulated for absence purposes (Article 16, E). Personal business days may not be used to extend vacation or holiday time unless approved by Human Resources. Personal business days are defined as business use such as appointments with attorneys, accountants, etc.

H. Eligible employees may use accrued sick leave for any of the reasons permitted under the Michigan Earned Sick Time Act (ESTA).

1. The employee's mental or physical illness, injury or health condition; medical

diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

2. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.
3. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or physiological or other counseling for physical of psychological injury of disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
4. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or the employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this policy, "family member" includes all of the following:

1. Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child whom the employee stands in loco parentis.
2. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner of a person who stood in loco parentis when the employee was a minor child.

3. A person to whom the employee is legally married under the laws of any state or a domestic partner.
4. A grandparent.
5. A grandchild.
6. A biological, foster or adoptive sibling.
7. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.

I. Requests to use sick leave must be made no less than 7 days in advance for the foreseeable reasons (i.e. scheduled medical appointments), and no less than 1 hour before the scheduled shift for the unforeseen circumstances, if possible (otherwise as soon as practicable). The employee must identify that the sick leave is needed for an ESTA Reason so that the College can grant it as required by ESTA. The use of sick leave must be reported through a time off request or the employee's time card to payroll. The failure to provide notice in accordance with this policy and/or the misuse of sick leave for non-ESTA Reasons may result in disciplinary action.

J. For sick leave that lasts more than three (3) consecutive days, the College reserves the right to request documentation substantiating the need for the absence, to the extent permitted by law. If requested, the documentation need not include description of the illness or the details of the violence or assault, if applicable; the College will pay out-of-pocket expense that the employee incurs in obtaining the documentation, to the extent required under ESTA; and the commencement of sick leave for ESTA Reasons will not be delayed based on failure to receive documentation. However, the documentation must be provided within fifteen (15) days of the College's request.

K. Employees who have exhausted sick leave credit and are still unable to return to work, may, at the Employees' request, be paid from any unused vacation.

SECTION 2. Bereavement Leave Days

A. The Employer agrees to provide bargaining unit Employees with the same bereavement leave policy provided to other NMC staff.

SECTION 3. Jury Duty and Witness Service

A. Employees who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena, and who are not party to the action shall be paid for such time lost at their regular hourly rate.

B. Jury duty and witness fees, excluding any travel allowance paid by the court, shall be turned in to the College.

C. Employees shall furnish a written statement from the court showing the days and times of the jury duty or witness service and the amount of jury duty and witness fees they were eligible to receive for each day.

D. Employees who are released during their scheduled work hours are expected to report to work for the remainder of their shift.

E. A third shift employee has the option to work the second shift the day prior to their scheduled jury duty.

F. A third shift employee who attends more than four (4) hours of jury duty will not be expected to report to work for that day's shift and shall receive eight (8) hours of pay.

G. A third shift employee who attends jury duty for four (4) hours or less will be expected to report to work and work the equivalent of the shift minus the time he/she spent in jury duty.

SECTION 4. Military Leave

A. Union members will receive the same military leave benefits as regular faculty and staff.

SECTION 5. Union Education Leave

A. Leaves of absence (with pay provided they are in pay status) will be granted (upon receiving one week's written notice) to those Employees who are elected or selected by the Union to attend educational classes conducted by the Union.

B. The number will not exceed two (2) Employees from any one department at any one time, provided other Employees are available to perform their work.

C. The number of consecutive working days will not exceed five (5) for each Employee with a combined total of fifteen (15) working days per contract year

during the term of this agreement.

ARTICLE 15 - UNPAID LEAVES OF ABSENCE

SECTION 1. General Provisions

A. All reasons for unpaid leaves of absence shall be in writing stating the reason for the request and the approximate length of the leave requested (maximum of one year), with a copy of the request to be maintained by the Employer, a copy furnished to the Employee and a copy sent to the Union.

B. All leave requests are to be directed to the Human Resources Department. Where leaves of absence are foreseeable, the Employees are required to provide at least thirty (30) calendar days' notice and if not foreseeable, as soon as possible.

C. Requests for leave of an emergency nature that requires the Employee's immediate departure may be approved by the immediate supervisor.

D. Any unpaid leave of absence shall not accrue seniority. Health benefits continue through the end of the month the unpaid leave starts. The employee is eligible to purchase the health/dental plan at the actual annual computed cost. No other benefits apply.

E. Leaves shall not be granted for less than two (2) week increments.

F. During an approved unpaid leave of absence an Employee will not accrue vacation or sick leave, will not be eligible for holiday pay, or be eligible for any payments for time off work provided by this agreement.

G. Accumulated paid vacation days shall be used prior to the commencement of the unpaid leave.

H. No sick or vacation days may be requested or granted AFTER the commencement of the unpaid leave.

I. The unpaid leave of absence may be extended beyond the specified period of time upon mutual agreement between the parties.

J. Situations where an Employee fails to report to work after the expiration date of the approved leave will be resolved in the following manner:

1. The Employer, after three (3) working days of the Employee's expected return date, will consider the Employee to have voluntarily resigned from

employment unless extenuating circumstances prevented the Employee from returning to or contacting the Employer.

2. A copy of all termination notices to the Employee will be furnished promptly to the Union.

K. Employees returning from an authorized unpaid leave of absence and replacements in those positions will be coordinated as follows ...

1. Replacement Employees (bargaining unit members) shall be given notification of any scheduling instructions in writing, with a copy to the union prior to the return date of the Employee on leave.

2. Replacement Employees (temporary) notice of termination need not be two (2) weeks prior to the return of the Employee on leave.

3. Returning Employees shall be returned to his/her job classification and shift only.

4. An Employee shall not be entitled to return if he/she is placed on layoff in accordance with the contract.

L. An Employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

M. An employee shall be terminated if he/she accepts other employment while on leave of absence unless permission to do so was granted by the Employer prior to the acceptance of such employment.

N. In the event an Employee is denied a requested leave, the reasons for such denial will be furnished to the Employee in writing.

SECTION 2. Medical Leave of Absence

A. An Employee who, because of illness or accident (including commensurable injuries under the Worker's Compensation Act) is physically unable to work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence, not to exceed one (1) year, provided...

1. The Employee promptly notifies the Employer of the necessity for such absence.

2. The Employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity of such absence and for the continuation

of such absence when the same is requested by the Employer.

B. Leaves of absence shall be granted for prolonged serious illness of a physical or mental nature in the immediate family, which includes spouse, children, or parents when it is verified that the Employee must be the caregiver.

C. Paragraph (A) will not prohibit an Employee who maintains at their own election, a short-term disability plan from requesting an unpaid leave status without exhausting all means of compensation.

When an Employee is approved for an unpaid Medical Leave of Absence, the position will be posted as a temporary appointment.

SECTION 3. Family Medical Leave

A. Upon proper and timely application, an eligible Employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993, as amended and as per NMC Staff Policy and Procedures for a period of up to twelve (12) weeks per twelve (12) month period (Refer to HR policy).

SECTION 4. Child Care Leave

A. Child care leave may be granted to an Employee who has completed at least one (1) calendar year of continuous service for the purpose of providing infant child care.

B. Child care leave shall not exceed one (1) year after the birth or adoption of an infant.

C. Requests for child care leave shall be submitted in writing to the Human Resources Department not less than 30 days, when practical, prior to an expected birth or placement of an adopted child, except under extenuating circumstances.

D. Leave taken pursuant to this Section shall count toward any leave to which the Employee may be entitled under the Family Medical Leave Act of 1993.

E. Medical and dental coverage will be provided during the first twelve (12) weeks of the leave, in accordance with the provisions of the Family and Medical Leave Act.

F. No wage or other benefit will be paid or accrued during the period of the unpaid leave.

G. Employees on such unpaid leaves will be permitted to purchase continuation of

the College group life and health care plans, at the group rate, for the duration of the leave.

H. For the period of time immediately preceding and immediately following the birth of a child during which the Employee is certified by a physician as being under medical care and unable to work, accumulated paid sick days will be granted upon application in accordance with the sick leave and short term disability policy.

I. In the case of adoption, up to five (5) accumulated sick days may be used without a doctor's certification during the placement of the child.

J. Notice of the date of return to duty must be given by the Employee in writing to the Human Resources Department not less than thirty (30) days prior to return.

K. An Employee indicating intent to return to active employment at the termination of the child care leave shall be assigned to the same position held at the time the leave commenced or to a position of like classification based on seniority and ability.

SECTION 5. Education Leave

A. Employees who have acquired two (2) or more years of seniority and desire to further their education may submit for an unpaid leave of absence for that purpose.

B. The Employer may limit the number of persons on leave in any one department or classification.

C. When limitations are necessary, approval will be based on seniority.

D. One (1) continuous leave period for such education may be granted for a period not to exceed one (1) year.

E. Additional leaves may be granted at the option of the Employer.

F. Seniority only (but no benefit) shall accrue while on such educational leave. (Section 1. D. notwithstanding)

SECTION 6. Union Leave

A. A leave of absence without pay shall be granted in the event that an Employee is elected as a representative of the Union to act as a delegate for the duration of the Union Convention.

B. The Union will notify the Employer at least thirty (30) days in advance to provide the Employer with sufficient time to make the appropriate operational adjustments resulting from the absence of the Employee.

C. Seniority shall accrue during the leave period.

ARTICLE 16 - ATTENDANCE

A. Excessive Absenteeism, for whatever reason, disrupts the College's efforts to provide staffing levels consistent with the volume of work. Therefore, the following guidelines have been developed to monitor absenteeism and tardiness.

B. Absent days are defined as all scheduled days on which an Employee fails to work, except for days missed for permitted reasons under the Earned Sick Time Act (ESTA), bereavement, jury duty, temporary military leave, emergency military leave, union education leave or workers compensation. Holidays, vacations, personal business days, and approved leaves of absence are not considered as absent days. However, in cases where a vacation day has been used to cover an otherwise unpaid sick day, that day will be considered an absence.

C. Consecutive absences will be counted as one (1) absence if the employee turns in a doctor’s slip to the employer.

D. Quarterly Attendance Evaluation Reports will be prepared for those individuals that appear to have a questionable attendance record. Evaluation reports identify employee productivity, weekly absence patterns and other absence patterns (i.e. Fridays, Mondays, leave without pay, etc.). All reasons under ESTA are exempt from attendance evaluation reports.

E. An attendance record will be considered questionable when two (2) or more of the following conditions exist:

   1. Absences exceed total sick leave bank.

   2. Less than 85% production time

   3. Extended weekend, holiday or vacation (If doctors slip is not provided)

   4. 5 or more partial days

F. Employees that receive an Attendance Evaluation Report will be asked to schedule a meeting with the immediate supervisor to review the contents of the report. During the evaluation process, the employee will have an opportunity to discuss the reasons behind the questionable attendance record.

G. Attendance Evaluation Reports that apply to section (E) will be considered a MINOR INFRACTION and treated as a disciplinary action respective to Article 10.

ARTICLE 17 - BENEFITS

SECTION 1. General Provisions

A. Employees will receive the same tuition benefit as outlined in HR policy 711.00.

B. Upon termination of employment not due to retirement, in addition to vacation benefits, an employee will be paid for all accumulated sick days in excess of the maximum as defined in Article 14 Section 1, D. that may have been earned and not paid or forfeited. Upon retirement, an employee will be paid sick days that then are credited to the employee's sick leave account.

SECTION 2. Uniforms

A. The Employer shall provide to all its actively working employees, at no cost to the employee, uniforms and safety equipment required by the Employer. Uniforms will be issued to a new Employee as soon as possible following the start of employment and shall meet the minimum safety requirements set by OSHA guidelines according to each job function.

B. The Employer will pay for directly or reimburse up to $450 for the cost of safety shoes, over the life of the contract beginning on January 1, 2026, for actively working employees. This specifically excludes employees on medical leaves, unpaid medical leaves, and worker's comp. The Employee may use any vendor and present the sales receipt for reimbursement. Safety shoes must meet the minimum safety requirements set by OSHA guidelines according to each job function.

C. For the term of this Agreement the Employer will purchase for the employee five (5) sets of uniforms with a turnover of uniforms each eighteen (18) months thereafter.

D. The Employer will repair and/or replace uniforms that suffer damage or loss on a work-connected basis whose loss is verified by supervision on the date of loss.

E. Employees will be responsible for maintaining their uniforms and will be paid once a year a uniform maintenance stipend in the amount of $100.00 each October. Pro-rated if less than 6 months of work.

F. Wearing of the uniform is mandatory. Upon turnover of uniforms, the employee will be permitted to retain the used uniforms as his/her own property, but must remove the college tags from the uniforms upon turnover.

G. The Employer will provide one (1) clothing reimbursement for outerwear (excluding footwear) for each employee, with a maximum dollar value of two hundred ten ($210) dollars over the life of the contract, beginning on January 1, 2026. Such clothing may be replaced once every fiscal year at the employee's option. It is understood that the Employee shall use a designated vendor and present the sales receipt for reimbursement, or the employer will pay directly for the item.

H. The employer shall provide $200.00 over the life of the contract, beginning on January 1, 2026 for actively working employees, who wear prescription eyeglasses on a regular basis, for the cost of prescription safety glasses. The safety glasses must be ANSI approved. Employees shall submit the sales receipt for reimbursement.

SECTION 3. Hospitalization Medical Coverage

A. The Employer agrees to provide bargaining unit employees the same medical/dental coverage provided to other NMC staff.

B. Employees are also eligible for participation in the Employer's Flexible Compensation Program.

SECTION 4. Life Insurance

A. The Employer agrees to provide bargaining unit employees the same life insurance coverage and accidental death and dismemberment insurance provided to other NMC staff.

SECTION 5. Long-Term Disability Insurance

A. The Employer shall provide insurance for long-term disability and for accidental death in accordance with the existing core coverage as provided by the Employer's Flexible Compensation Plan.

B. The Employer reserves the right to substitute the above core coverage with any other policy or plan with equivalent or greater benefits.

SECTION 6. Wage Continuation (Short-Term Disability)

A. The Employer agrees to provide bargaining unit employees the same wage continuation (short-term disability) coverage provided to other NMC staff.

SECTION 7. Workers Compensation

A. The Employer shall maintain medical coverage and life insurance for a period of one year while on Workers' Compensation.

SECTION 8. Americans with Disabilities Act

A. The Employer and the Union will make accommodations for all bona fide restrictions provided by the Americans with Disability Act.

B. A bargaining unit employee may work outside of their classification when on restricted duty, due to illness or injury, to comply with the Americans with Disability Act. They will be paid at the same rate of pay as their classified position. The nature of the work will fit within the parameters of the restrictions, considered of value, and will be determined by the Employer.

C. The employer will advise the Employee, in writing, that any "light duty" assignment is a temporary assignment, and will specify the anticipated date the assignment position created for the Employee will end.

ARTICLE 18 - WAGES

SECTION 1. General Provisions

A. Attached hereto as Appendix "B" is the Wage Schedule for employees covered by this Agreement, which has been agreed upon by the parties and made a part of this Agreement.

SECTION 2. New Employees

A. New Employees shall start at a step appropriate to their work experience within their classification up to step 4. Employees shall move up one (1) step on January 1 provided satisfactory performance has been maintained, the budget exists, and they have been removed from probationary status. Probationary employees will receive any salary scale adjustments while on probation.

SECTION 3. Promotional Increases

A. Upon promotion to a classification with a higher pay scale, an Employee will be placed on a step in the new classification closest to, but no lower than, his/her current rate of pay.

B. Upon satisfactory completion of the probationary period for an employee who is

promoted, he/she will be moved up one (1) step.

C. However, during the period of this agreement, such step increase shall not occur if it results in placement at a higher step than other Employees with greater seniority in the new classification.

SECTION 4. Team Leaders

A. Team leaders shall be paid their base wage for all hours plus $1.25 per hour for all hours worked or while on paid leave in the capacity as a Team Leader. Serves as a Team Leader for a number of employees and/or students in the Facilities Department. Responsibilities include assigning, and directing work that has been assigned; monitoring job completion; addressing complaints and resolving problems. In addition to covering assigned work areas, coordinates the activities of workers engaged in maintaining and repairing physical structures of buildings and maintaining grounds by performing the following duties. Duties include picking up trash, delivering supplies and equipment in a timely manner, directing student workers, carrying radio and/or pager in order to maintain contact with other workers, driving vehicles, forklift, requisition tools, equipment, and supplies, processing work order requests, and coordinates work schedules and estimates worker hour requirements for completion of job assignment.

B. Team Leaders convey NMC policies and safety regulations to workers, establishes or adjusts work procedures to meet production schedules, suggests changes in working conditions and use of equipment to increase the efficiency of the work crew, analyzes and resolves work problems, or assists workers in solving work problems. Maintains relevant records on completed work, confers with other team leaders and supervisors to coordinate activities of individual areas, and performs activities of workers they lead as defined on their job description. It is expressly understood that at no time will team leaders perform supervisory duties as defined by the National Labor Relations Act.

SECTION 5. Temporary Supplemental Staff

A. Temporary, supplemental staff shall be paid not less than $1.00 per hour below the starting custodial rate.

B. Shift differential or other premium pay shall not apply, except over time as required by law.

SECTION 6. Wage Increases

A. The Office of Human Resources will conduct a comparison study of NMC's peer organizations including both Michigan Community Colleges and large organizations in the Traverse City region. The SEIU will provide additional wage

data for analysis. The external benchmarking will ensure that salary levels remain competitive.

Wage increases will be at 7.5%- 2026, 2.5%- 2027, and 2%- 2028

B. Annual Salary Scale Increase Level
As one way to compute the annual salary scale increase, the previous year's total salary increase percentages for the comparison organizations will be obtained and averaged, excluding those organizations that are two standard deviations from the average using those institutions that fall within two standard deviations. The salary scale increase percentage recommended for the coming year will be that average.

C. External Equity Comparison
The entire salary range will be used as the measure of comparison. Adjustments to the salary range will be recommended and negotiated based on the peer external equity comparison.

D. Step Increases

1. Effective January 1, Employees who have completed their probationary period will receive the annual step increase. Any employee on probation on January 1, will receive the scale adjustment, however the annual step increase will be applied once they have successfully completed probation.

ARTICLE 19 - JOB CLASSIFICATIONS AND TEAM LEADERS

SECTION 1. Job Classifications

A. The Employer shall furnish as Appendix "A" the classification descriptions for employees covered by this Agreement. The complete job descriptions will be on file in the Office of Human Resources.

SECTION 2. Team Leaders

A. The Employer may authorize and appoint Team Leaders.

B. When the Team Leader is on an approved leave of four (4) hours or more, the Employer may assign an alternate Team Leader within the classification that applies.

C. If more than one (1) Employee qualifies as an alternate Team Leader within the classification that applies then the assignment will be on a rotation basis.

ARTICLE 20 - LONGEVITY

SECTION 1. Longevity Bonus

A. Attached hereto as Appendix "C" is the Longevity Schedule of Payments for employees covered by this Agreement, which has been agreed upon by the parties and made a part of this Agreement.

B. A longevity bonus shall be paid in the first paycheck in December of each year to all employees who will have completed it by the end of the calendar year in which it is paid.

ARTICLE 21 - SAVINGS CLAUSE

In the event any provisions of this Agreement shall conflict with any federal or state law, order, directive, or regulation now or hereinafter enacted or issued, such provisions hereof shall not remain operative or binding upon the parties, but the remaining portion of the Agreement shall remain in full force and effect.

ARTICLE 22 - ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Employer and the Union and constitutes the entire agreement between the parties. It is mutually agreed that the specific terms, provisions, or conditions of this Agreement can be changed or modified at any time during its term by mutual written consent of the Employer and the Union.

ARTICLE 23 - DURATION AND AMENDMENT

SECTION 1. General Provisions

A. The Union and the Employer each agree to pay one-half (%) the cost of printing the Agreement.

B. The years of service specified in Appendix "C" relate to the employee's date of hire and not the anniversary date of this Agreement.

SECTION 2. Duration

A. This Agreement shall cover the period commencing the date it has been ratified

by both parties and ending December 31, 2028 and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as herein provided.

SECTION 3. Termination or Amendment

A. In the event either party wishes to terminate or amend this Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, ninety (90) days prior to its expiration date or yearly extended date. This includes wage re-opener.

B. If notice to amend is given, the Agreement shall remain in full force and effect until a new agreement is reached or until either party is given ten (10) days' notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Service Employees' International Union, Local No. 517M

12/04/2025

Doug Sieffert, Unit President Date

Christine Stressman

12/04/2025

Christine Stressman, SEIU Local 517M Date

Northwestern Michigan College

Hollie Dewalt

12/04/2025

Hollie DeWalt, Date
Associate Vice President of Human Resources

12/04/2025

Troy Kierczyski, Date
Vice President of Finance and Administration

APPENDIX "A"

JOB CLASSIFICATIONS

In the event the employer would like or be interested in a review of job classifications, the bargaining committee would be notified, and a meeting would be set up for such review. Management reserves the right to make reasonable changes to job descriptions within a classification. The complete job description of each job is on file in Human Resources.

BOILER MAINTENANCE MECHANIC:
Classification description - Maintains and repairs boilers and related steam controls and HVAC controls. Performs general maintenance as needed.

CARPENTER:
Classification description - Constructs and repairs structural woodwork and equipment in buildings, working from blueprints, drawings, or oral instructions; builds, repairs, and installs counters, cabinets, benches, partitions, floors, doors, building framework and trim, using carpenter's hand tools and power tools; installs glass in windows, doors and partitions; replaces damaged ceiling tile, floor tile, and sheet plastic wall coverings; may build cabinets and other wooden equipment in the carpenter shop, using woodworking machines, such as circular saw, band-saw and jointer; installs locks and door closures.

COURIER:
Classification description: Picks up, processes and delivers all college mail, including U.S.P.S. first class mail, postal packages, U.P.S., interoffice mail, supplies and special courier materials. Does associated bookkeeping & accounting as required

CUSTODIAN:
Classification description: Keeps premises in clean and orderly condition, including sweeping, mopping, scrubbing floors and stairs, emptying trash; performing routine painting, as may be assigned, but not on a regular full-time basis, and other related maintenance activities; cleans snow and debris from sidewalks, mows lawns, trims shrubbery, and assists in the maintenance and cleaning of vehicles.

ELECTRICIAN:
Classification description: Installs, maintains and repairs all electrical equipment and controls, working from blueprints, specifications and manufacturers' manuals; has knowledge of electrical circuitry in relation to lighting, motors, heating controls, and related equipment.

GROUNDSKEEPER:
Classification description: Maintains outside grounds of college campus areas. Sets up for special events and moves equipment and supplies.

LANDSCAPE GARDENER:
Classification description: Plans and executes landscaping operations and maintains grounds and landscape of college property. Propagates and grows horticultural specialty products such as seeds, bulbs, rootstocks, sod, ornamental plants, and cut flowers. Inspects plants and property periodically to ascertain nutrient deficiencies, detect insect, disease, and pest infestations, and identify foreign plant growth, and selects, purchases, and schedules materials, such as fertilizers and herbicides, to ensure quality control.

MAINTENANCE MECHANIC
Classification description: Repairs and maintains buildings and equipment (including boilers), using hand tools and power tools; replaces defective electrical switches and other fixtures; paints structures; repairs plumbing fixtures; repairs plaster and lays bricks.

PAINTER:
Classification description: Regularly performs painting assignments and maintains painting supplies; performs routine maintenance and custodial duties as may be assigned.

WAREHOUSE CLERK:
Classification description: Receives, issues, and warehouses college purchases. Maintains central stores and performs associated record keeping. Delivers & picks up goods as required. Assists with mail delivery as required.

APPENDIX "B"

SEIU Salary Schedule 2026-2028

CUSTODIAN			
Step	**2026**	**2027**	**2028**
9	22.62	23.18	23.64
8	22.22	22.77	23.23
7	21.82	22.37	22.82
6	20.87	21.39	21.82
5	20.50	21.01	21.43
4	20.13	20.64	21.05
3	19.78	20.27	20.68
2	19.43	19.91	20.31
1	19.08	19.56	19.95

WAREHOUSE/COURIER			
Step	**2026**	**2027**	**2028**
9	25.38	26.01	26.53
8	24.93	25.55	26.06
7	24.49	25.10	25.60
6	23.48	24.06	24.55
5	23.05	23.62	24.10
4	22.65	23.22	23.68
3	22.24	22.80	23.25
2	21.85	22.40	22.85
1	21.47	22.00	22.44

MAINT.MECH./PAINTER			
Step	**2026**	**2027**	**2028**
9	28.38	29.09	29.67
8	27.63	28.32	28.89
7	26.91	27.58	28.13
6	26.19	26.84	27.38
5	25.51	26.15	26.67
4	24.84	25.46	25.97
3	24.19	24.79	25.29
2	23.56	24.15	24.64
1	22.94	23.51	23.98

BOILER MECHANIC			
Step	**2026**	**2027**	**2028**
9	30.25	31.01	31.63
8	29.46	30.19	30.80
7	28.68	29.40	29.99
6	27.93	28.63	29.20
5	27.20	27.88	28.43
4	26.48	27.14	27.68
3	25.79	26.43	26.96
2	25.11	25.74	26.25
1	24.46	25.07	25.57

GROUNDS			
Step	**2026**	**2027**	**2028**
9	25.84	26.49	27.02
8	25.16	25.79	26.31
7	24.50	25.11	25.61
6	23.87	24.46	24.95
5	23.25	23.83	24.31
4	22.65	23.22	23.68
3	22.06	22.61	23.06
2	21.49	22.03	22.47
1	20.94	21.46	21.89

APPENDIX "C"

LONGEVITY PAYMENT SCHEDULE

Completion of Number of Years of Uninterrupted Service	First Pay in December
1 to 10	$ 50.00
11	100.00
12	150.00
13	200.00
14	250.00
15	325.00
16	400.00
17	475.00
18	550.00
19	625.00
20	725.00
21	825.00
22	925.00
23 and thereafter	925.00

APPENDIX "D"

NORTHWESTERN MICHIGAN COLLEGE

Grievance Form

(use additional pages is necessary)

Name of Grievant_____ Date Filed_____

Classification/assignment_____ Work Location_____

Date grievance occurred_____

Nature of grievance_____

_____

Step 1 – Immediate Supervisor – Verbal Discussion – Written Documentation of the Discussion

Date discussed with immediate Supervisor_____

Result of discussion_____

_____

_____

Grievance resolved ☐ Grievance moved to written level (**step 2**) ☐

Signature of Grievant_____ Date_____

Signature of Steward_____ Date_____

Step II – Director of Facilities…Written Level

Contract Article(s) violated_____

_____

Relief Sought_____

_____

Signature of Director_____ Date of receipt_____

Disposition by Director (resolved, denied)_____

_____

Signature of Director_____Date of disposition_____

Step III – Director of Human Resources

Signature of Executive Director_____Date of receipt_____

Disposition by Executive Director (resolved, denied)_____

_____

Signature of Executive Director_____Date of disposition_____

Step IV - Arbitration

Date submitted to arbitration_____

Disposition by arbitrator_____

_____

_____

Date of arbitrator's decision_____

Distribution of copies:

Local president	Supervisor
Grievance committee chairperson	Human Resources
Grievant	SEIU Representative

APPENDIX "E"

Northwestern Michigan College
Facilities Department Personnel Evaluation

Name:_____ Date:_____

Classification:_____

Please place an (X) in the column that you feel is the proper evaluation for each area. If you have a rating of excellent or poor provide justification.

ITEM				
Evaluation Level	**Excellent**	**Satis-factory**	**Unsatis-factory**	**Notes**
Attendance				
Punctuality				
Quality of work				
Job Knowledge				
Attitude (job, fellow worker, management)				
Use,knowledge and care of equipment				
Productivity				
Personal Appearance				
General conduct on campuses				
Cooperates and engages with the NMC Community including students and all NMC employees.				
Ability to take and follow instructions				
Ability to effectively manage time, and prioritize deadlines				
Overall Performance Rating				

Goals- These goals are set by the employee and supervisor for accomplishment this year. These should be realistic, measurable, and time-based.

Goal #1:

Goal #2:

Strengths:

Areas for Improvement:

General Comments:

Supervisors Signature/Date

Employee Signature/Date
My signature indicates that I have received a Copy of this evaluation & my supervisor has Discussed it with me. I understand that I may Attach comments or appeal my evaluation.

Signature Director of Facilities/Date

This form may be created and issued electronically by the employer.

APPENDIX "F"

NMC EMPLOYEE PERFORMANCE CORRECTION NOTICE

Employee Name:	
Department:	
Date Presented:	
Supervisor:	

Disciplinary Level	
Check appropriate box(s)	
	Oral Reminder- Corrective Action Plan
	Written Reminder - Corrective Action Plan
	Final Written Warning with decision making leave
	Discharge
Subject: *(put the name of the performance and/or conduct problems here)*	
	Policy/Procedure Violation
	Performance Transgression
	Behavior/Conduct Infraction
	Absenteeism and Tardiness

Prior Notifications

Level of Discipline	Date	Subject
Oral Reminder{s)		
Written		

Incident Description and Supporting Details:

Performance Improvement Plan

Measurable/Tangible Improvement Goals:

Employee Name

!I expect you to meet the following goals:

2. Training or Special Direction to Be Provided:

3. Follow Up/Interim Performance Feedback
Necessary? Yes at _ days after this notice
during the week of

Outcomes and Consequences

Positive: If you meet your performance goals outlined above, no further disciplinary action will be taken regarding these issues at this time.

Negative: *You are now being placed on notice that you are not meeting departmental performance standards. If in the* (designate time period) *you fail to demonstrate that you are capable of meeting the performance goals outlined in this notice, you may be subject to further disciplinary actions, up to and including recommendation for termination of employment.* A copy of this document will be placed in your personnel file.

Scheduled Follow Up Meeting(s)

Week(s) of: |

Employee Comments and/or Rebuttal: |

(Attach additional sheets if needed.)

Employee Signature: |

Employee Acknowledgment

I understand that NMC is an "at-will" employer, meaning that my employment has no specified term and that the employment relationship may be terminated at any time at the will of either party on notice to the other. I also realize that NMC may opt to provide me with corrective action measures, and can terminate such corrective measures at any time, solely at its own discretion, and that the use of progressive discipline will not change my at-will employment status.

I have received a copy of this notification. It has been discussed with me, and I have been advised to take time to consider it before I sign it. I have freely chosen to agree to it, and I accept full responsibility for my actions. By signing this, I commit to follow the company's standards of performance and conduct

4. . In addition, I recognize that you may have ideas to improve your performance. Therefore I encourage you to provide your own Personal Improvement Plan Input and Suggestions: (Attach additional sheets if needed.)

Employee Signature	Date	Supervisor Signature

Witness: (if employee refuses to sign)

Name	Date	Time in conference

Distribution of copies: Employee, Supervisor, Department Head, HR for Employee's personnel file