

4578

6/30/2002

AGREEMENT

BETWEEN

DELTA COLLEGE

AND

**AFSCME, AFL-CIO, LOCAL UNION
NO. 845 COUNCIL 25**

(FOOD SERVICE)

1999-2002

Delta College

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FOOD SERVICE EMPLOYEES AGREEMENT 1999 - 2002

SEC 1: RECOGNITION

Subject to Federal Laws and the Laws of the State of Michigan, Delta College recognizes the American Federation of State, County and Municipal Employees AFL-CIO as an exclusive bargaining agency for the Food Service employees under the jurisdiction of the Food Service managements, except supervisors as defined in the act, for the purpose of negotiating wages, hours and other conditions of employment.

For clarification, the positions covered by this agreement are:

Food Service

- (a) Kitchen Worker I
Kitchen Worker II
Kitchen Worker III
- (b) Kitchen Worker I shall be a part-time position, and shall not be entitled to any of the fringe benefits provided herein unless stated otherwise by specifically referencing the "Kitchen Worker I" classification.

SEC 2: UNION SECURITY

Requirements of Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of

continued employment to become members of the Union for the duration of this Agreement, after their 90th working day following the beginning of their employment in the unit.

- (c) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (d) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

SEC 3: UNION DUES AND INITIATION FEES _____

- (a) Payment by Check-off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues as supplied by the Union, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues form.

- (b) When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the second pay of the month and each month thereafter.

- (c) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses for those employees from whom dues have been deducted as soon as possible after the second pay of the month. Thereafter, the Employer will submit alphabetical list of names and addresses of those employees

who, through a change in employment status, are no longer subject to dues deduction. The Employer will further advise said financial officer with an alphabetical list of names and addresses for whom dues have been deducted for the first time.

(d) Termination of Check-Off

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which s/he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

SEC 4: UNION REPRESENTATION _____

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

SEC 5: STEWARDS AND ALTERNATE STEWARDS _____

Employees covered by this agreement shall be represented by one steward from Food Services. In the absence of the steward an alternate may be appointed by the Local President. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the employer. They shall be limited to one-half hour per grievance.

The union shall notify the employer who the stewards are and of any changes that may take place. They will also meet with Food Service management and his/her representative at regular intervals, at least once per month, to discuss safety and other matters pertaining to the contract.

SEC 6: MANAGEMENT FUNCTIONS _____

The management of the employer's operations and the direction of the work force in the operation of the bargaining unit work of the employer are vested in the employer exclusively as functions of management, including but not limited to the following rights:

- (a) To hire, recall, transfer and promote employees; To reprimand, demote, suspend and discharge employees for proper cause; To lay

off employees because of the lack of work; To determine the scheduling of work and the work to be performed by employees; To subcontract work based upon economic considerations; To determine the materials to be used, and the methods process and equipment to be employed, provided that none of these above management-listed rights shall supersede any of the contract provisions dealing with hiring, layoff, recall, transfer, promotion, demotion, discipline, suspension, and discharge of employees.

- (b) To determine the quality of work performed.
- (c) To adopt and change such reasonable rules and regulations and rules of conduct as it may deem necessary and proper to the conduct of its operations as are not in conflict with the provisions of this Agreement.
- (d) To enforce such rules and regulations and rules of conduct on its property and in employer's buildings, which such rules and regulations and rules of conduct shall be enforced in a uniform and consistent manner.

All the functions, powers and authority which the employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer. This Article shall not be used to discriminate against the Union or any employee or in a manner to contravene any of the other provisions of this Agreement. All rules and regulations and rules of conduct shall be posted on the bulletin boards.

SEC 7: GRIEVANCE PROCEDURE

For the purpose of this agreement, the term "Grievance" means any dispute concerning the effect, interpretation, application, claim of breach or violation of this agreement between the employer, and either the employee or the union. No grievance filed by an employee or the union shall be valid unless submitted within 14 calendar days after the occurrence or circumstances on which said grievance is based. The grievances filed shall enumerate the section or sections in dispute and shall spell out the remedy expected.

SEC 8: PRESENTING A GRIEVANCE

Any such grievance shall be settled in accordance with the following grievance procedure:

Step 1. Between the employee, together with his/her steward, and the supervisor, or between the steward and such supervisor, except that either the steward or the supervisor may require the employee to be present if s/he so elects.

Step 2. In all cases where Step 1 does not result in a satisfactory settlement of the grievance, such grievance may then be submitted in writing to the Food Service management within fourteen (14) calendar days after it has been presented to the supervisor.

(a) Any grievance thus submitted to the Director shall then be subject to discussion between the appropriate Director and the Steward at the next regular meeting between the Food Service management and the Steward, except that if a grievance has been submitted within twenty-four (24) hours of a regular meeting between the Food Service management and the Steward it shall, at the request of either the Food Service management, or the Steward, be deferred until the next regular meeting of the Food Service management and the Steward. It is understood that all meetings between the Food Service management and the Steward, the Food Service management shall have the privilege of delegating his/her authority to a member of his/her staff.

(b) Regular meetings of the Food Service management and the Steward shall be held at the Food Service management's office at such times as shall be agreed upon by the Food Service management and the Steward.

A representative of the International Union may be present at the request of the Steward. The Director shall make the employer's decision in writing within seven (7) calendar days after the meeting of the Food Service management and the Steward at which it is discussed. In the event that the grievance shall not have been settled satisfactorily at such meeting, or within the said seven (7) days thereafter (unless postponed to a later meeting by mutual agreement), the party that has instituted the grievance may submit

the grievance to arbitration as provided in section 9. A submission of a grievance to arbitration shall be made within twenty (20) calendar days after the date of the meeting at which it was presented, unless postponed to a later meeting, in which event, it shall be submitted to arbitration within twenty (20) calendar days of such postponed meeting. Any grievance shall be deemed to be settled when not submitted (a) to Step 2 within fourteen (14) calendar days after being presented to the supervisor, or (b) to arbitration within the twenty (20) day period designated in Section 8 (b).

Matters of general interpretation of this Agreement which cannot be settled by the supervisor may be introduced by either the employer or the Union at Step 2.

Such grievances shall be submitted in writing by the Union to the Food Service management and by the employer to the Steward. Such grievance shall be discussed at the next meeting of the Food Service management and the Steward unless it is submitted within twenty-four (24) hours at the time at which such meeting is scheduled, in which event it may be postponed until the following meeting at the request of either the Food Service management, or the Steward.

Minutes shall be kept of all meetings under Step 2 of the grievance procedure in a mutually agreed form. The employer and the Steward shall each be furnished with a copy of such minutes.

SEC 9: MEMBERSHIP OF THE APPEAL BOARD _____

- (a) The Appeal Board shall consist of two representatives of the employer, and two representatives of the Council and/or International Union, and, when necessary, an arbitrator.
- (b) In the event that they are unable to settle a matter, it shall be determined by decision of the arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an arbitrator will be paid by the parties equally.
- (c) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of

this Agreement, nor shall s/he substitute his/her discretion for that of the employer or the union where such discretion has been retained by the employer or the union, nor shall s/he exercise any responsibility or function of the employer or the union.

SEC 10: WITHDRAWAL OF CASES _____

- (a) After a case has been referred to arbitration, the case May not be withdrawn by either party except by mutual consent.
- (b) Finality of Decisions. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the employer.

SEC 11: PAYMENT OF BACK PAY CLAIMS _____

If the employer fails to give an employee work to which his/her seniority and qualifications entitled him/her, and a written notice of his/her claim is filed within thirty (30) days of the time the employer first failed to give him/her such work, the employer will reimburse him/her for the earnings s/he lost through failure to give him/her such work.

SEC 12: COMPUTATION OF BACK WAGES _____

No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

SEC 13: DISCHARGE AND DISCIPLINE _____

- (a) Notice of discharge or discipline. When an employee is disciplined or discharged, the college shall notify in writing the employee the reasons for the discipline or discharge. The letter shall include reference to this Section for his/her information. S/He shall be given two copies, one of which at his/her own discretion s/he may give to the local union president. The purpose of the second copy will be footnoted on the letter.

- (b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district and the employer will make available an area where s/he may do so before s/he is required to leave the property of the employer.

Upon request, the employer or his/her designated representative, will discuss the discharge or discipline with the employee and the Steward.

- (c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the employer within three (3) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.
- (d) Use of Past Record. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

SEC 14: SENIORITY PROBATIONARY EMPLOYEES _____

- (a) New employees hired, shall be considered as probationary employees for the first ninety (90) working days of their employment. The working days probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period s/he shall be entered on the seniority list of the unit and shall rank for seniority. There shall be no seniority among probationary employees.
- (b) Upon completion of their probationary period new employees shall be placed on the overtime list with the number of hours charged equal to the high number of hours on the list.
- (c) The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this agreement, except discharged and disciplined employees for other than union activity.

- (d) Seniority shall be on a plant-wide basis, except where otherwise specified in accordance with the employee's last date of hire.

SEC 15: RESIGNATION OF EMPLOYEES _____

A satisfactory termination of employment by the employee is a minimum of one week's notice not counting accrued vacation time.

SEC 16: SENIORITY LISTS _____

- (a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The employer will keep the seniority list up to date at all times and will provide the Local Union and Council office with up-to-date copies at least once a year.

SEC 17: LOSS OF SENIORITY _____

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

- (a) S/He quits
- (b) S/He is discharged and the discharge is not reversed through the Procedure set forth in this Agreement.
- (c) S/He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his/her last known address that s/he has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If s/he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made.

- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) Settlement of a total disability.

SEC 18: SHIFT PREFERENCE _____

Shift preference will be granted on the basis of plant wide seniority. In proper cases exceptions may be made. A transfer to a desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made. An employee may exercise shift preference once during any twelve (12) consecutive months.

SEC 19: SENIORITY OF STEWARDS _____

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

SEC 20: SENIORITY OF OFFICERS _____

Notwithstanding their position on the seniority list, the President, Vice President, Recording Secretary and Chief Steward of the Local Union shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available.

SEC 21: SUPPLEMENTAL AGREEMENTS _____

All supplemental agreements shall be subject to the approval of the employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

SEC 22: LAY OFF DEFINED _____

- (a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

- (b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to date of hire within the unit as defined in Section 14 (c). In proper cases exceptions may be made. Disposition of these cases will be a proper matter for a special conference consisting of two representatives of the bargaining unit and two representatives of management and if not resolved, it shall then be subject to the Appeal Board step of the grievance procedure.
- (c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary and Council shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

SEC 23: *RECALL PROCEDURE* _____

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 14 (c). Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice or recall s/he shall be considered a quit.

SEC 24: *TRANSFERS* _____

- (a) **Transfer of Employees.** If an employee is transferred to a position under the employer not included in the unit and there after transferred again to a position within the unit, s/he shall accumulate seniority for time worked not to exceed six months while working in the position to which s/he was transferred. Employees transferred prior to July 1, 1976, will accumulate seniority for the period of time they work outside the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- (b) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer. The same standards for transfer shall apply as that for promotion. In such cases all vacancies and newly created positions shall be posted in a conspicuous place (7) calendar days prior to filling such vacancy or newly created position.

- (c) Management will also post vacancies or newly created positions, however, management reserves the right to transfer employees between areas.
- (d) Employees do not have a right to transfer between Food Service and Physical Plant.

SEC 25: PROMOTIONS _____

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualification. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The employer agrees to accept recognized certificates and degrees related to the job posted as partial credit toward multiple years of work experience which may be requested as part of the minimum requirements for the position.
- (b) During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.

SEC 26: VETERANS _____

The College recognizes its responsibilities and obligations under the applicable state and federal laws with regard to veterans.

SEC 27: FAMILY AND MEDICAL LEAVE OF ABSENCE _____

The parties mutually agree that eligible bargaining unit employees will be accorded family and medical leave in accordance with the provisions of the Family and Medical Leave Act of 1993, as adopted by the College (on file in the Human Resources office).

SEC 28: LEAVE OF ABSENCE _____

Employees may apply for a leave of absence without loss of seniority and without pay or benefits. The Employer may grant such leaves of absence for reasonable periods not to exceed two (2) years.

Leaves of absence must be applied for in writing to the Food Service management within thirty (30) days prior to the commencement of such leave. A written reply will be given within fourteen (14) calendar days after the request has been submitted. Emergency cases where thirty (30) calendar days is not possible, will be handled on an individual basis.

SEC 29: LEAVE FOR UNION BUSINESS _____

- (a) Members of the Union elected to attend a function of the Union such as conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions. The total number of members attending Union functions at any one time shall not exceed one (1). The total number of days off per year for all members to attend Union functions shall not exceed four (4), absent written permission from Food Service management. Time off to attend Union functions may be taken without pay, or vacation or personal time may be used.

SEC 30: SICK LEAVE _____

Sick leave for full-time employees will be earned at the rate of one day a month and will be accumulated to a total of one hundred and sixty (160) days. In 1999-00 sick leave for permanent part-time employees will be earned at the rate of one-half (1/2) day a month and will accumulate to a total of eighty (80) days. Sick leave for permanent part-time employees is eliminated 6/30/00. Permanent part-time employees that have sick time accumulated on 6/30/00 will be able to carry over what they have accrued for the life of this agreement. For those permanent part-time employees who work less than 8 hours per day, 160 hours will constitute one month worked. Sick leave will be charged off at the rate of five 8 hour days per week excluding holidays and not less than 4 hours per occurrence. Actual number of hours, no partial hours, will be charged for doctor's appointments, including Delta College Dental Clinic when substantiated by a Doctor's certificate. Sick leave applies only to absences resulting from: (a) the illness/injury of an employee and b) the illness or injury of an employee's spouse or child, which is of an emergency nature and requires

the immediate attention of the employee. In no event may more than two days be used for the illness or injury to an employee's spouse or child and approval for the reimbursement thereof shall be dependent upon submission of satisfactory evidence of such absence to the employee's supervisor. The College may require a medical certificate as evidence of an employee's illness, injury or quarantine which prevented his/her attendance at work or his/her return to work.

If employment is terminated, no pay will be given for accumulated sick leave. In the case of an accident where Worker's Compensation applies, the College will pay the difference between Worker's Compensation and the employee's regular pay, charging the amount thus paid to the individual's accumulated sick leave. An employee while on sick leave will be deemed to be on continued employment.

Employees who are covered by the agreement between the parties will become eligible to submit a written request to the Food Service management for consideration of the application of the College policy with respect to the advance use or borrowing of sick leave for illness or injury. It is understood that the final decision in such matters rests with the discretion of the administrative committee of the College which is responsible for such matters and that this policy is not subject to protest through the provisions of the grievance procedure. In addition to other provisions and procedures of the policy, an employee requesting such consideration assumes the complete responsibility for repayment of all liability that may be incurred, either by earning additional sick leave or by cash repayment equal to all such sick leave used in advance.

SEC 31: FUNERAL LEAVE

In case of death in the immediate family*, employees covered by this agreement may be granted the necessary bereavement leave with pay. For attendance at a funeral of a person not in the immediate family, up to one (1) work day with pay) not chargeable to sick leave, vacation pay or personal time may be granted. In special cases, exceptions may be considered to any of the above conditions by the Human Resources Office.

*Immediate family shall be defined as: husband, wife, father, mother, brother, sister, son, daughter, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. A relative living in the same household may be considered a member of the immediate family.

Where a situation exists which is not covered by these relationships, determination shall be made by the Human Resource Office.

SEC 32: HOURS OF WORK AND OVERTIME

Food Service employees may be hired for periods less than 8 hours per day, 5 days per week, or 52 weeks per year. If an employee is regularly scheduled to work more than thirty (30) hours per week, he/she will be considered a full time employee and receive appropriate benefits.

Either compensatory time off, at time and one-half, or time and one-half shall be paid for all hours actually worked beyond 40 hours in any work week. Before extra time is worked, the compensatory method shall be determined by the employee. Compensatory time will be handled in accordance with the provisions of the Fair Labor Standard Act as amended 11/13/85 and the Rules and Regulations of the Food Service. Accumulated Compensatory time can be taken in one (1) hour increments, providing the immediate supervisor approves and is notified twenty four (24) hours in advance, on the last scheduled work day.

When it is necessary for overtime work to take place generally the work shall first be offered to the employees where that type of work normally occurs. The hours of the day that make up the work day will be determined by Food Service management. Any changes in the work day will be posted well in advance of the effective day for changing. Those persons who begin work after 3:00 p.m. will be paid .15/hour premium. Those who begin work after 11:00 p.m. will be paid .20/hour premium.

Overtime scheduled forty-eight (48) hours in advance will be paid time and one-half for actual hours worked. Employees who shall be guaranteed that extra work will take as long as the supervisor's estimate.

Employees scheduled to work less than five (5) hours may take one 15 minute coffee break during their shift. Employees scheduled to work more than five (5) hours, but less than seven (7) hours may take one 20 minute break. Employees scheduled to work seven (7) or more hours may take one 20 minute break and at the employee's option, take a 30 minute unpaid meal period. Those employees scheduled to work seven and one-half (7-1/2) hours may receive one 15 minute break during the first and second half of their shift and a thirty minute unpaid lunch period.

SEC 33: HOLIDAY PROVISIONS _____

- (a) Full-Time Employees: Full-time employees shall receive eight (8) hours holiday pay for the following holidays: Day before New Year's Day, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving Day, day before Christmas, and Christmas Day.
- (b) Permanent Part-Time Employees: Permanent part-time employees working on a regular basis more than twenty-five (25) hours per week, shall receive four (4) hours holiday pay for the following holidays: Day before New Year's Day, New Year's Day, Thanksgiving Day, day before Christmas, and Christmas Day.
- (c) If the scheduled holidays fall on the Food Service employees' day off, one (1) pay day of comparable time (8 hours full-time, 4 hours permanent part-time) will be given during the preceding week or during the week in which the holiday falls. The actual days to be observed as holidays pursuant to this provision, shall be mutually agreed upon by the parties during March of each year, and posted on a holiday calendar.

To be eligible for the holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day following the holiday; except during Christmas/New Years break period. Employees will be paid as above if they work their last scheduled work day of Fall Term and their first scheduled work day of Winter Term. For payroll purposes, a day for which an employee is paid shall be considered as a day worked, under the provisions of this section.

SEC 34: PERSONAL BUSINESS DAY _____

Each permanent full-time employee covered by this agreement shall be granted three (3) eight hour personal business days per year for the purpose of conducting necessary personal business. Such days shall not be used in connection with a vacation or holiday unless the employee has received advance permission from his/her supervisor.

Permanent full-time employees may take personal holidays in not less than one-half day increments. Only employees who quit or are fired will have their personal business days prorated.

SEC 35: VACATION RATES _____

Employees covered by this agreement earn annual vacation according to the following schedule which is based on the employee's anniversary date of employment and continuous employment. When an employee stops receiving pay directly from the College and begins to receive compensation through an insurance company or a benefit provider, or goes on leave without pay, then the employee stops accumulating years of service on the date this occurs.

In 1999-00, permanent part-time Food Service employees who are scheduled to work at least 20 hours per week will earn fifty percent (50%) of the below vacation benefit on a prorated basis. In 2000-01, permanent part-time Food Service employees who are scheduled to work at least 20 hours per week will earn fifty percent (50%) of the below vacation benefit on a prorated basis up to a maximum of forty (40) hours. In 2001-02, permanent part-time Food Service employees who are scheduled to work at least 20 hours per week will earn fifty percent (50%) of the below vacation benefit on a prorated basis up to a maximum of twenty (20) hours annually.

Annual Vacation Rate

Years 1-4	10 days
Year 5	11 days
Year 6	12 days
Year 7	13 days
Year 8	14 days
Years 9-11	15 days
Years 12-15	16 days
Years 15 and over	17 days

SEC 36: VACATIONS: ELIGIBILITY AND USE _____

- (a) Newly hired employees are eligible to request earned vacation after six months of continuous employment.
- (b) Vacations will be granted at such times during the year as are suitable, considering both wishes of employees and efficiency of the operation of the department concerned, providing the immediate Supervisor is notified 24 hours in advance, except for emergencies when shorter notification will be acceptable.

- (c) Vacations may be split into one or more weeks providing such scheduling does not interfere with the Food Service Department operation. Employees will be permitted to take accrued vacation in four or eight (8 full-time, 4 permanent part-time) hour increments at a time.
- (d) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (e) The maximum accrued vacation carry-over from one calendar year to the next is the annual vacation rate for that individual. On January 1, accrued vacation days in excess of the annual rate will be lost without pay.
- (f) A vacation may not be waived by an employee and extra pay received for work during that period.
- (g) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, s/he will be awarded payment in lieu of vacation.

SEC 37: PAY ADVANCE _____

- (a) If a regular pay day falls during an employee's vacation, s/he will receive that check in advance before going on vacation. S/He must make a request for his/her check two (2) weeks before leaving, if s/he desires to receive it in advance.
- (b) If an employee is laid off or retires, s/he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- (c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

SEC 38: UNION BULLETIN BOARDS _____

The employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notices of results of elections
3. Notices of meetings
4. Information from management pertaining to employees

SEC 39: RATES FOR NEW JOBS _____

When a new job is placed in a unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

SEC 40: TEMPORARY ASSIGNMENTS _____

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., for a period of more than three (3) working days, will be granted to the senior employee who meets the requirements for such jobs. Employees filling vacancies of more than three (3) days will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Temporary assignments on a day-to-day basis for periods of three (3) days or less may be filled by assignment of selected individuals at assigned employee's regular hourly rate of pay. The employer will not modify hours to avoid paying those rates. Probationary Food Service employees (employee in their first ninety (90) working days) will receive only their regular rate of pay for all jobs.

SEC 41: JURY DUTY _____

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his/her regular pay.

Second shift employees who serve on jury duty shall have their work schedule adjusted to accommodate their jury duty service.

Third shift employees who serve on jury duty shall be reassigned to the second shift to accommodate their jury duty service.

SEC 42: SCHOOL CLOSING _____

On days when Delta College declares classes canceled for inclement weather, whether it be snow or any other Act of God, employees are expected to make the best effort they can to report to work on their regular shift. If they report late due to unusual circumstances, they will still be paid for a full days work. If it is not possible under any circumstances to report, the time can be charged to either a personal business day or vacation day or time without pay, whichever option the employee elects to take.

On days when Delta College is declared closed for weather, or any other Act of God, certain employees may be called in. When an employee is called to work on a school closed day, he/she will receive their pay and compensation time equal to the number of hours worked on that day, up to a maximum of eight (8) hours. Such compensation time must be used within one (1) year of the date earned or the employee forfeits it. Employees not called in, whose shift is involved with the closing, will receive their regular pay. Section 34 of this agreement shall apply for any overtime worked.

SEC 43: MEDICAL INSURANCE _____

The College agrees to pay the premium for basic Blue Cross-Blue Shield Medical Insurance or its equivalent protection for all full-time employees, their spouse, and dependent children up to the age of nineteen. The College also agrees to pay a Major Medical and Prescription Insurance plan for all employees and their dependents who are insured through the basic Blue Cross-Blue Shield group plan or its equivalent.

SEC 44: DENTAL INSURANCE & VISUAL/HEARING ALLOWANCE _____

The College agrees to pay the premium for all full-time employees, Delta Dental Insurance as administered by the Human Resource Office.

The College will provide the Visual/Hearing Allowance Plan to full-time employees as administered by Human Resources Office.

SEC 45: LIFE INSURANCE _____

The College will purchase Life Insurance for full time employees that provide benefits of two (2) times an employees contracted salary to a maximum of \$50,000. Double indemnity for accidental death.

SEC 46: LONG TERM DISABILITY INSURANCE _____

Subject to the conditions and stipulations of the Insurance Carrier the College shall provide all eligible employees of the bargaining unit with a long term disability insurance plan similar to the plan currently in effect for other college employees not in the bargaining unit.

SEC 47: RIGHT TO SELECT CARRIERS _____

Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the College. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the College and the insurance company.

The selection of a Health Maintenance Organization (HMO) to exclusively provide one or more of the benefits provided herein, shall require mutual agreement of the parties.

SEC 48: PENSIONS _____

Delta College participates in the Michigan Public School Employees Retirement Plan and covers the cost under the basic plan up to a cap of 14.66%. If the retirement cost exceeds 14.66%, the employee would be required to pay the difference and the amount deducted from their pay. However, all new employees hired after January 1, 1990 must belong to the Member Investment Plan. (Details are available in the Human Resources Office.)

SEC 49: FREE TUITION _____

The tuition and registration fee will be waived for attending classes at Delta College to all full-time employees and their spouses, to retired Delta College employees and their spouses, and to spouses of Delta College personnel who become deceased while full-time employees, providing the surviving spouse has not remarried. However, all class fees are still applicable.

The tuition and registration fee will also be waived for attending classes at Delta College for children, of full-time employees, of retired Delta College employees,

and of Delta College personnel who become deceased while full-time employees, if the children are under 23 years of age, and are claimed as dependents for tax purposes by either parent. However, all class fees are still applicable.

The tuition and registration fee for surviving spouses and for children will be waived only for those Community Education courses which qualify for state reimbursement.

SEC 50: EQUALIZATION OF OVERTIME HOURS _____

Distribution of overtime within the Food Service shall be allocated so as to perform the work efficiently and to afford all qualified employees as equally as possible, a fair portion of overtime.

All overtime offered to each employee shall be charged as overtime whether worked or refused. Employees shall be notified at least twenty-four (24) hours in advance of any pending overtime except in cases of emergency.

Employees may exchange with proper notification to supervision; however, it shall be the employees responsibility to see that the overtime is equalized. It is expected that extenuating circumstances will deter some personnel from working overtime; however, a blanket refusal of all personnel to work overtime will be considered a violation of this Agreement. An up-to-date list of overtime hours worked by all employees shall be posted on a monthly basis.

SEC 51: SUMMER EMPLOYMENT _____

Between Semester/Session Employment during the summer months and periods between Semester/Session, Food Service personnel will be reduced in number and hours worked based on the requirements of the department. These positions will be filled first by those 12-month employees who normally work those positions and then by remaining employees on a seniority and qualification basis.

SEC 52: BEVERAGES _____

Food Services employees will be allowed to consume beverages, i.e. coffee, pop, milk, etc. at scheduled breaks and lunch during their work shift.

SEC 53: TEMPORARY EMPLOYEES (STUDENTS) _____

It shall be the right of the college to hire temporary employees commonly referred to as students, whether or not they are during the time of work actually enrolled in school. Temporary employees will not replace full time employees on a permanent basis. A permanent assignment shall be defined as that period of time provided by the contractual probationary period at 8 hours per day.

Temporary employees may not work more hours than allowed by guidelines of the College Student Employee Committee, Employer's Handbook. It is understood that the provisions of the Agreement entered into do not apply to those temporary employees.

SEC 54: TEMPORARY EMPLOYEES (OTHER THAN STUDENTS) _____

Management and Union agrees that temporary employees (other than students) can be hired at any time for the purpose of replacing employees off on different types of leaves and as needed for special events.

It is understood that these temporary employees will not replace present union employees. Union employees will be asked to work subject to their employment status (full time or part time and not requiring overtime pay) before any temporary employees are scheduled. The exception to this would be an immediate staffing need within 24 hours.

It is further understood that the provisions of the union agreement do not apply to these temporary employees and they will not qualify for union status after any amount of time worked.

Any time a temporary employee is hired, a written notice will be given to the Union.

SEC 55: SUPPORTED EMPLOYMENT PROGRAM _____

It shall be the right of the College to establish a supported employment program. The definition of a supported employment program is a program that provides competitive work in an integrated work setting for individuals who because of their handicaps need an ongoing support service to perform that work. Supported employment is limited to individuals with disabilities for whom competitive employment has not traditionally occurred or individuals for whom competitive employment has been interrupted or intermittent as a result of the

severe disability. It includes transitional employment for individuals with chronic mental illness.

It is understood that these employees will not replace present union employees or current hours of work. It is further understood that the other provisions of this agreement do not apply to these employees and that they will not qualify for union status after any amount of time worked.

SEC 56: JOB DESCRIPTIONS _____

See Appendix A, Job Descriptions, which is incorporated and made a part of this agreement.

SEC 57: CLASSIFICATIONS AND WAGE RATES _____

See Appendix B, Classifications and Wage Rates, which is incorporated and made a part of this agreement.

SEC 58: TERMINATION AND MODIFICATION _____

This agreement shall continue in full force and effect until 11:59 p.m. June 30, 2002.

- (a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- (b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, the Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed

upon shall become and be a part of this Agreement, without modifying or changing any of the other terms of the Agreement.


- (c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail address, if to the Union to Council 25 - Lansing, Michigan, and if the Employer, addressed Delta College, University Center, Michigan, or to any such address as the Union or the Employer may make available to each other.

SEC 58: EFFECTIVE DATE _____

This Agreement shall become effective as of July 1, 1999. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH COUNCIL 25,
LOCAL 845, AFL-CIO

DELTA COLLEGE



Its Council #25 Representative





Its Local President



Its Local Union Committee



Its Local Union Committee

JOB DESCRIPTIONS

KITCHEN WORKER I

Employees within the Kitchen Worker I classification will perform the following types of duties:

1. Measures and mixes ingredients according to standard recipes and assists with special items of preparation using a variety of kitchen utensils and equipment.
2. Cleans and sanitizes work areas and equipment.
3. Under supervision or following detailed instructions helps prepare and/or cook a variety of foods, including salads, meats, fish, vegetables, desserts, gravies, sauces, etc.
4. Maintains records of daily production.
5. Under supervision, portions and presents items for the different serving areas.
6. Under supervision, set up and work at special catered events and this may involve assistance in all areas of food service, i.e., food preparation, service and clean up.
7. Guides and directs student employees assigned to assist.
8. Responsible for quality of products prepared, insuring wholesome food of top quality.
9. Secures (locks and unlocks) portions of department and equipment necessary to maintain service.
10. Must be able to maintain good working relationship with supervisor, co-workers, faculty and administrative personnel, as well as students and staff.
11. May be assigned to other food service related duties and under the direction of other personnel.

12. Does normal cashier duties, including counting cash and preparing routine reports of daily sales as assigned.
13. Assists with clerical work involved with ordering and inventory of food service merchandise as assigned.
14. Regularly assist with routine shelving and restocking of materials and food, service and clean up of serving area as assigned.
15. Perform routine housekeeping and sanitation duties in the kitchen and serving lines including cleaning, sweeping, mopping, vacuuming, window washing, trash removal, dusting, recycling, etc., as assigned. The employee will assist in setting up equipment for special events and other activities.

KITCHEN WORKER II

1. Measures and mixes ingredients according to standard recipes and assists with special items of preparation using a variety of kitchen utensils and equipment.
2. Cleans and sanitizes work areas and equipment.
3. Following detailed instructions, helps prepare and/or cook a variety of foods, including salads, meats, fish, vegetables, desserts, gravies, sauces, etc.
4. Maintains records of daily production.
5. Portions and presents items for the different serving areas.
6. Set-up and work special catered events and this may involve assistance in all areas of food service, i.e., food preparation, service and cleanup.
7. Guides and directs part-time student employees assigned to assist.
8. Responsible for quality of products prepared, insuring wholesome food of top quality.
9. Secures (locks and unlocks) portions of the department and equipment necessary to maintain service.

10. Must be able to maintain good working relationship with supervisor, co-workers, faculty and administrative personnel, as well as students and staff.
11. May be assigned to other food service related duties and supervisory personnel.
12. Does normal cashier duties, including counting cash and preparing routine reports of daily sales as assigned by supervisor.
13. Regularly assist with routine shelving and restocking of materials and food, service and cleanup of serving areas assigned by supervisor.
14. Responsible for quality service of all food and beverages sold in all of the serving areas.
15. Maintains inventory control and replenishing of stock in serving lines, insuring adequate supplies for sale.
16. Oversees and coordinates the serving line function and its service to the customer.
17. Following departmental procedures, must be able to deal effectively and courteously with customers.
18. Assists with ordering and receiving of all products needed for specific line of service to insure adequate supplies as assigned by supervisor.
19. Reviews special menus and work orders to determine type and quantity of products to prepare as assigned by supervisor.
20. Responsible for room set ups for daily and catered events as assigned by supervisor.
21. Opens food service area, provides cash banks for cashiers.
22. Maintains daily production records.

KITCHEN WORKER III _____

May be required to do everything listed under Kitchen Worker II plus the following:

1. Trains regular, student part-time employees and temporary employees that assist with the food preparation, service and cleanup operations of the department as assigned by supervisor.
2. Maintains various departmental forms on food production, price and portion control as assigned by supervisor.
3. Must be able to deal with customer requests for unscheduled services during absence of management.
4. May be simultaneously responsible for service to multiple serving areas and catered special events.
5. Guides, directs and assigns work to other food service personnel.
6. *Reviews menus and work orders to determine type and quantity of products to be prepared.
7. *Checks leftover food that can be used in daily meals.
8. *Suggests menu and recipe changes as appropriate.
9. *Responsible for receiving of merchandise and proper invoicing of all products accepted.
10. *Responsible for generating food order(s) for the department, combining requests from all the service areas.

Classification and Wage Rates

<u>Base Salary Per Hour</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Kitchen Worker I	\$5.92	\$5.92	\$6.07
Kitchen Worker II	\$6.58	\$6.58	\$6.74
Kitchen Worker III	\$8.00	\$8.00	\$8.20

In 1998-99, incumbent employees were red-circled at their current rate of pay. Probationary employees shall receive ten percent (10%) less than the base rate. Upon successful completion of probation, such employee shall receive the base rate.

LETTER OF AGREEMENT

A.F.S.C.M.E.
Local 845
Council 25, AFL-CIO

Re: BENEFIT COMMITTEE

It is the intent of the college to include a representative of the Union on the proposed college wide benefit study committee. Prior to implementation of any changes, Union and Management will hold discussions regarding changes in existing contract language that may be required.

Very truly yours,

Barbara R. Webb
Director of Business Services

LETTER OF AGREEMENT

A.F.S.C.M.E.
Local 845
Council 25, AFL-CIO

Re: SUBCONTRACTING OF ON-CAMPUS BARGAINING UNIT WORK

The parties understand and agree that during the life of this agreement, there shall be no subcontracting of the work performed by bargaining unit employees on Delta College's main campus. This temporary prohibition shall automatically terminate at 11:59 p.m., June 30, 2002.

Very truly yours,

Barbara R. Webb
Director of Business Services

LETTER OF AGREEMENT

December 17, 1998

A.F.S.C.M.E.
Local 845
Council 25, AFL-CIO

RE: Pay Levels and Classifications in Food Services

Below is a chart which describes the classifications and pay levels in Food Services:

<u>Employee Name</u>	<u>New/Previous Classification</u>	<u>1999-00 Pay Level*</u>	<u>2000-01</u>	<u>2001-02</u>
Appold, J.	Kitchen Worker II/General Kitchen Helper	\$8.23	\$8.23	\$8.44
Butzin, E.	Kitchen Worker II/General Kitchen Helper	\$7.41	\$7.41	\$7.59
Christie, D.	Kitchen Worker II/General Kitchen Helper	\$7.00	\$7.00	\$7.17
Cristoforo, C.	Kitchen Worker II/General Kitchen Helper	\$6.58	\$6.58	\$6.74
Edwards, A.	Kitchen Worker II/Cafeteria Worker	\$9.82	\$9.82	\$10.07
Kloha, R.	Kitchen Worker III/Senior Cafeteria Worker	\$11.21	\$11.21	\$11.49
Maxwell, J.	Kitchen Worker II/Cafeteria Worker	\$9.82	\$9.82	\$10.07

Nichols, G.	Kitchen Worker II/Cafeteria Worker	\$9.82	\$9.82	\$10.07
Palaghe, S.	Kitchen Worker II/Cafeteria Worker	\$9.82	\$9.82	\$10.07
Shook, B.	Kitchen Worker II/Cafeteria Worker	\$9.82	\$9.82	\$10.07

*Red-circled pay level

Very truly yours,

Barbara R. Webb
Director of Business Services

