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6/30/96

AFSCME

AFL-CIO

**Delta
College**

and

**Local
Union
No. 845**

Council 25

1994 - 96

Agreement

Delta College

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PHYSICAL PLANT AND FOOD SERVICE EMPLOYEES AGREEMENT

1994 - 1996

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 Physical Plant and Food Service employees under the jurisdiction of the Director of Physical Plant and the Director of Food Services, except supervisors as defined in the act, for the purpose of negotiating wages, hours and other conditions of employment.

For clarification these positions are:

Physical Plant

Custodian
Utility Person
Carpenter
Electrician
Painter

Groundsperson
Custodial Crew Leader
Head Groundsperson
Mechanic & Equipment Operator
Mechanical Maintenance Person

Food Service

1 - General Kitchen Helpers	2 - Cafeteria Workers
3 - Senior Cafeteria Workers	4 - Head Cook

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, on or before the 90th calendar 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 four stewards, one steward for each working shift of the Physical Plant and one 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 the Director of the Physical Plant and/or Assistant Director 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 Director of Physical Plant or Assistant Director within fourteen (14) calendar days after it has been presented to the supervisor. The Director of Food Services or Assistant Director will be a resource person when the grievance is from the Food Service area.

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

(b) Regular meetings of the Director of Physical Plant and the Stewards Committee shall be held at the Director of Physical Plant's office at such times as shall be agreed upon by the Director of Physical Plant and the Chairman of the Stewards Committee.

A representative of the International Union may be present at the request of the Stewards Committee. The Director shall make the employer's decision in writing within seven (7) calendar days after the meeting of the Director of Physical Plant and the Stewards Committee 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 Director of Physical Plant and by the employer to the chairman of the Stewards Committee. Such grievance shall be discussed at the next meeting of the Director of Physical Plant and the Stewards Committee 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 Director of Physical Plant, or the chairman of the Stewards Committee.

Minutes shall be kept of all meetings under Step 2 of the grievance procedure in a mutually agreed form. The employer and the chairman of the Stewards Committee 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) Continuation of benefits and seniority will be as provided for all other College employees and as provided in this contract and state laws.

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). The unit defined is either Physical Plant or Food Service. 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 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 area and shift 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.

Those employees hired prior to July 1, 1987 who had previously been assigned to one of the skilled trade or a different skilled trade classification and have maintained the licenses required shall automatically meet the minimum requirements for the respective positions. The employee applying for the promotion and who meets the requirements shall be granted a four (4) week trial period to determine:

1. His/her desire to remain on the job
2. His/her ability to perform the job

The trial period for skilled trade positions (Mechanic and Equipment Operator, Mechanical Maintenance Person, Carpenter, Electrician, Painter) shall be extended to six (6) months. The trial period for positions with seasonal responsibilities shall be extended for those parts of the job that apply. All postings shall be valid until completion of the trial period. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reason for the denial, it shall be a proper subject for the Grievance Procedure.

- (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.
- (d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

SEC 26: VETERANS

- (a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event s/he will be offered

such employment in line with his/her seniority as may be available which s/he is capable of doing at the current rate of pay for such work, provided s/he reports for work within ninety (90) days of the date of such discharge or 90 days after hospitalization continuing after discharge.

- (b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, and upon completing it will have seniority equal to the time s/he spent in the Armed Forces, plus ninety (90) days.

SEC 27: VETERANS LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

SEC 28: EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the College when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

SEC 29: LEAVE OF ABSENCE

Leaves of absence without pay for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

1. maternity leave.
2. illness leave (physical or mental).
3. prolonged illness in immediate family, to be defined as spouse, child, mother or father. Such leave may be extended for like cause.

Employees on leave of absence will not accrue vacation time or sick time. Leaves of absence must be applied for in writing to the

Director of Physical Plant or Director of Food Service thirty (30) days prior to commencing 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 are not possible will be handled on an individual basis.

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

SEC 30: LEAVE FOR UNION BUSINESS

- (a) Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions.

SEC 31: SICK LEAVE

Sick leave for 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. 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 days per week excluding holidays and not less than 1/2 day per occurrence. In the case of day shift personnel, 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 Director of the

Physical Plant 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 32: 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 33: LONGEVITY PAY

- (a) Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

5 to 6 years - 1-1/2%
6 years - 2-1/2%
7 years - 3-1/2%
10 years - 4%

- (b) The above longevity pay will be paid only once a year, prior to March 1 of each year, and will be paid in accordance with the formula set forth below for the previous calendar year, January 1 through December 31. The longevity pay will be paid on the total gross pay, up to a maximum of \$25,000 beginning 1/1/92 and \$26,000 beginning 1/1/93 earned by the employee. Longevity

payment will be computed on a prorated basis with partial months being considered as full months. In order to become eligible for the first level of longevity pay, an employee must have completed five (5) years of service prior to January 1. For those employees who work eight (8) months per year or more according to a contractual basis, they will be deemed to have worked a service year. The employee will then receive longevity payment based on earnings for all months of the remainder of the calendar year after completing the required five (5) years. Employees completing one step and advancing to the next step will receive longevity payment based on those months worked on the old level, and on those months worked on the new level. In the case of death of an employee, retirement or resignation with a satisfactory notice, longevity payments will be made on a prorated basis. Upon retirement or resignation an employee's longevity will be prorated and paid within 30 days after receiving their last paycheck.

- (c) 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.

SEC 34: HOURS OF WORK AND OVERTIME

The work week of employees in the Physical Plant Department shall be a forty-hour week based upon five days per week at eight hours a day. The exception to this provision will be for employees working in the Boiler House. 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 overtime beyond 40 hours in any week or 8 hours in one day. 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 Physical Plant. 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. If at the end of 12 hours continuous work by any employee and it is evident that much more time is required to finish a job, other employees throughout the College may be called.

The hours of the day that make up the eight hour day will be determined by the Director of the Physical Plant and the Director of Food Services. 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. Mechanical Maintenance Persons who work a 10 day on and 4 day off shift will be paid a .15/hour premium. The regular full working day shall consist of 8-1/2 hours per day with 30 minutes off for lunch included in the 8-1/2 hour period.

Employees may take one 15 minute coffee break during the first and second half of their regular shift. Employees who are scheduled to work a five or six hour period will be granted one 20-minute break. An employee who is called in for overtime duty shall be guaranteed 4 hours at straight time or time and one-half for actual hours worked, whichever is greater. Overtime scheduled forty eight (48) hours in advance will be paid time and one-half for actual hours worked. Employees who shall be asked to extend their normal shift and work overtime shall be guaranteed that extra work will take as long as the supervisor's estimate.

SEC 35: HOLIDAY PROVISIONS

Paid holidays recognized by this agreement are the day before New Years Day, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving Day, day before Christmas, and Christmas Day. Food Service personnel will be paid the equivalent of their regular scheduled work day on the scheduled date of the holiday(s). Regular scheduled work day shall be interpreted to mean the employees regular scheduled work day(s) of the semester in which the holiday(s) falls. If the scheduled holiday(s) falls on the Food Service employees day off, one (1) paid day of comparable time will be given during the preceding week or during the week in which the holiday(s) falls. If the holiday(s) falls between semesters, the scheduled paid holiday(s) shall be based on the regular scheduled work days of the preceding semester. When a holiday falls on Saturday or Sunday, one (1) day during the preceding week or that of the holiday will be given as a holiday. Employees shall receive at least seven (7) days advance notification of the date scheduled as the holiday.

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 Food Service employees during Christmas/New Years break period. They 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 36: PERSONAL BUSINESS DAY

Each permanent full-time and permanent part-time employee covered by this agreement shall be granted three (3) personal business days per year for the purpose of conducting necessary personal business. Permanent part-time employees will be paid the equivalent of their regular scheduled work day. Regular scheduled work day shall be interpreted to mean the employees regular scheduled work day(s) of the semester in which the personal business day is taken. Such days shall not be used in connection with a vacation or holiday unless the employee has received advance permission from his/her supervisor.

Personal holidays may be taken one-half day at a time. Only employees who quit or are fired will have their personal business days prorated.

SEC 37: 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.

Permanent part time Food Service employees who are scheduled to work at least 20 hours per week will earn vacation on a prorated basis.

Annual Vacation Rate

1st year	10
2nd year	10
3rd year	10
4th year	10
5th year	11
6th year	12
7th year	13
8th year	14
9th year	15
10th year	15
11th year	15
12th year	18
13th year	18

14th year	18
15th year	20
16th year	20
17th year	20
18th year	20
19th year	20
20th year	20
21st year	21

SEC 38: 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 Physical Plant and Food Service Department operation. Employees will be permitted to take accrued vacation 1/2 day 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.
- (h) Permanent part-time food service employees may use their accrued vacation by subtracting their scheduled work day hours from their accrued vacation. 4 hours is the minimum amount of time allowed to charge to vacation.

SEC 39: 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 40: 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 41: 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 42: 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 five (5) working days, will be granted to the senior employee who meets the requirements for such jobs. Temporary assignments on a day-to-day basis for periods of five (5) days or less may be filled by assignment of selected individuals. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Food Service employees who work more than two hours (120 min.) at a higher classification will receive the higher rate of pay for all hours worked. 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 43: 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.

SEC 44: 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 45: 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 employee may enroll children over the age of nineteen (Rider F), and other sponsored dependents (Rider S), by payroll deductions. 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 46: DENTAL/VISUAL ASSISTANCE ALLOWANCE PLAN

You and your family members have a maximum of \$340 for 1994/95 and \$360 for 1995/96 in DENTAL/VISUAL CARE ASSISTANCE per year prorated if hired after July 1. The maximum accumulation in your assistance account on any July 1 may be no more than two times the annual allowance. New employees become eligible after 3 months of continuous employment.

SEC 47: 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 48: 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 49: EQUALIZATION OF OVERTIME HOURS

Distribution of overtime within the Physical Plant shall be allocated so as to perform the work efficiently and to afford all employees as equally as possible, a fair portion of overtime. Equalization of overtime hours, except for emergencies, shall be within the following classification groups:

1. Custodian, Custodial Crew Leader, Utility Person.
2. Groundsperson, Head Groundsperson, Mechanic and Equipment Operator.
3. Carpenter and Painter
4. Mechanical Maintenance Person
5. Electrician

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 50: MAINTENANCE WORK

Delta College employees, other than Physical Plant employees, will not perform maintenance work for which they are specifically reimbursed. Maintenance work is that work normally performed by bargaining unit employees. The above paragraph applies to work on Delta College Main Campus and does not apply to student employees nor to outside contractors employed by the College.

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: UNIFORMS

Food Service employees will be furnished three uniforms in their first year of employment and two uniforms per succeeding year. They will be responsible for the cleaning and appearance of the uniforms.

SEC 53: 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 54: THE FOLLOWING APPENDIXES ARE INCORPORATED
AND MADE A PART OF THIS AGREEMENT**

- Appendix A - Pensions
- Appendix B - Classifications and Rates
- Appendix C - Job Description
- Appendix D - Temporary Employees (Students)
- Appendix E - Temporary Employees (Other Than Students)
- Appendix F - Supported Employment Program
- Appendix G - Free Tuition

SEC 55: TERMINATION AND MODIFICATIONS

This agreement shall continue in full force and effect until 11:59 p.m. June 30, 1996.

- (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.56: EFFECTIVE DATE_____

This Agreement shall become effective as of July 1, 1994. 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

Lorraine Skinnell
Its Council #25 Representative

Larry E. Ramsayer

Edwin R. Ellison
Its Local Union President

Dana D. Dyer
Its Local Union Committee

Its Local Union Committee

RETIREMENT PLAN

Delta College participates in the Michigan Public School Employees Retirement Plan and covers the entire cost under the basic plan. However, all new employees hired after January 1, 1990 must belong to the Member Investment Plan. (Details are available in the Human Resources Office.)

SALARY SCHEDULE: 1994/95						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (2)	YEAR 5	BASE SALARY (1,3)
PHYSICAL PLANT						
CUSTODIAN	10.25	10.93	11.61	12.29	12.98	13.66
GROUNDSPERSON	10.84	11.56	12.29	13.01	13.73	14.46
UTILITY PERSON	10.95	11.67	12.41	13.13	13.87	14.59
CUSTODIAL CREW LEADER	11.00	11.74	12.47	13.21	13.94	14.68
HEAD GROUNDSPERSON	11.36	12.12	12.88	13.63	14.40	15.15
MECHANIC & EQUIPMENT OPERATOR	12.46	13.29	14.13	14.96	15.78	16.61
MECHANICAL MAINTENANCE PERSON	12.46	13.29	14.13	14.96	15.78	16.61
CARPENTER	12.46	13.29	14.13	14.96	15.78	16.61
ELECTRICIAN	12.46	13.29	14.13	14.96	15.78	16.61
PAINTER	12.46	13.29	14.13	14.96	15.78	16.61
FOOD SERVICE						
GENERAL KITCHEN HELPER	5.62	6.00	6.38	6.75	7.12	7.50
CAFETERIA WORKER	6.71	7.15	7.61	8.05	8.50	8.94
SENIOR CAFETERIA WORKER	7.65	8.17	8.67	9.18	9.70	10.21
HEAD COOK	8.69	9.27	9.85	10.43	11.01	11.59

Rates for probationary employees in Physical Plant Dept are \$.50/hr. less for each classification shown above. Rates for probationary employees in Food Service Dept are as listed for each classification shown above.

- 1) Custodial employees hired between July 1, 1986-July 1, 1987 and employees in all other classifications hired since July 1, 1986 will attain this salary level beginning with their sixth (6th) year of employment.
- 2) Custodial employees hired since July 1, 1987 will attain their maximum salary level beginning with their fourth (4th) year of employment.
- 3) Increase wages for 1994/95 by 3.5% and 1995/96 by 3.5% for all noncustodial positions per the above schedules. Custodians' base pay will remain at the current rate but they will receive 3.5% of their 1993/94 base wage in the form of a one (1) time payment with the last pay in February, 1995.

Management reserves the right to negotiate the starting salary level (Year 1 through Base Salary) for all new hire Skilled Trades classifications in the Physical Plant Department. The step positions of all previously hired personnel in the same classification, if lower than the newly hire employee, will be adjusted to match that of the newly hired employee.

The Union agrees to reopen negotiations regarding wages and other aspects for the custodial portion of the contract for 1995/96 at the sole discretion of the administration. Each party reserves unto themselves economic recourse in the event that negotiations are reopened and an agreement cannot be reached. Such negotiations will start within ten (10) working days after the administration has made an official request to the local president.

APPENDIX B

SALARY SCHEDULE: 1995/96						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (2)	YEAR 5	BASE SALARY (1,3)
PHYSICAL PLANT						
CUSTODIAN	10.25	10.93	11.61	12.29	12.98	13.66
GROUNDSPERSON	11.22	11.97	12.72	13.47	14.22	14.96
UTILITY PERSON	11.33	12.08	12.84	13.59	14.35	15.10
CUSTODIAL CREW LEADER	11.39	12.15	12.91	13.67	14.43	15.19
HEAD GROUNDSPERSON	11.76	12.54	13.33	14.11	14.90	15.68
MECHANIC & EQUIPMENT OPERATOR	12.90	13.75	14.62	15.48	16.34	17.19
MECHANICAL MAINTENANCE PERSON	12.90	13.75	14.62	15.48	16.34	17.19
CARPENTER	12.90	13.75	14.62	15.48	16.34	17.19
ELECTRICIAN	12.90	13.75	14.62	15.48	16.34	17.19
PAINTER	12.90	13.75	14.62	15.48	16.34	17.19
FOOD SERVICE						
GENERAL KITCHEN HELPER	5.82	6.21	6.60	6.98	7.37	7.76
CAFETERIA WORKER	6.94	7.40	7.87	8.33	8.79	9.26
SENIOR CAFETERIA WORKER	7.92	8.45	8.98	9.50	10.04	10.56
HEAD COOK	9.00	9.60	10.20	10.80	11.40	12.00

Rates for probationary employees in Physical Plant Dept are \$.50/hr. less for each classification shown above. Rates for probationary employees in Food Service Dept are as listed for each classification shown above.

- 1) Custodial employees hired between July 1, 1986-July 1, 1987 and employees in all other classifications hired since July 1, 1986 will attain this salary level beginning with their sixth (6th) year of employment.
- 2) Custodial employees hired since July 1, 1987 will attain their maximum salary level beginning with their fourth (4th) year of employment.
- 3) Increase wages for 1994/95 by 3.5% and 1995/96 by 3.5% for all noncustodial positions per the above schedules. Custodians' base pay will remain at the current rate but they will receive 3.5% of their 1993/94 base wage in the form of a one (1) time payment with the last pay in February, 1995.

Management reserves the right to negotiate the starting salary level (Year 1 through Base Salary) for all new hire Skilled Trades classifications in the Physical Plant Department. The step positions of all previously hired personnel in the same classification, if lower than the newly hire employee, will be adjusted to match that of the newly hired employee.

The Union agrees to reopen negotiations regarding wages and other aspects for the custodial portion of the contract for 1995/96 at the sole discretion of the administration. Each party reserves unto themselves economic recourse in the event that negotiations are reopened and an agreement cannot be reached. Such negotiations will start within ten (10) working days after the administration has made an official request to the local president.

JOB DESCRIPTIONS

CUSTODIAN

An employee in this class will be in care of housekeeping and sanitation. The employee will do cleaning, sweeping, scrubbing, mopping, waxing, polishing, buffing, dusting, vacuum rugs, window washing, etc., as assigned by the head custodian. The employee must be able to operate and maintain floor machine scrubbers, vacuums and other janitorial accessories. S/He is to report all broken articles, damaged surfaces and make minor repairs such as changing of light bulbs.

The employee will assist in setting up equipment for activities and special events. The employee may be assigned to other supervisory personnel by his/her supervisor to work outside the building or on special projects.

S/He must be a good housekeeper capable of accepting supervision and promptly carrying out instructions and maintain good working relations with his/her supervisor and co-workers.

GROUNDSPERSON

An employee of this classification will share the responsibility for care and maintenance of the grounds, on and around the campus.

This includes the court area, the lawn and planting areas, special landscape features, parking lots, the periphery roads and the access roads.

S/He will perform such duties as mowing and watering the lawn, trimming shrubbery, planting trees and shrubbery, cleaning walks, curbs, and gutters. S/He must also know how to use spray equipment for the eradication of diseases and insects in both plant material and turf. At times s/he may be called upon to do hand labor around the campus.

S/He must be able to operate and maintain power equipment such as tractors, mowers, trucks and any other machinery that may fall under his/her care by his/her usage. S/He must be able to operate

snow removal equipment and perform duties that may be assigned to him/her by his/her supervisor.

S/He shall maintain good working relations with his/her supervisor and co-workers. S/He may be assigned to other supervisory personnel by his/her supervisor.

UTILITY PERSON _____

An employee in this class will do work of a general nature. This may include custodial work, grounds work, delivery of materials throughout the college, stores work and other work of a similar nature. His/her immediate supervisor will be the General Services Supervisor. The employee must have the ability to maintain good working relations with his/her co-workers and supervisor.

CUSTODIAL CREW LEADER _____

An employee in this class will be responsible to the Custodial Supervisors and will receive written and verbal instructions from him/her.

The crew leader will work a smaller area and in addition will supervise custodial personnel working the same shift. S/He will spend approximately 50% of his/her time in a supervisory capacity. The crew leader must be capable of performing all custodial operations. S/He must be able to receive and carry out instructions and be able to get along with the people s/he exercises supervision over. The crew leader may be assigned to other supervisory personnel by his/her supervisor to work outside the building or on special projects.

MECHANIC AND EQUIPMENT OPERATOR _____

An employee in this class is responsible for the care and maintenance of all vehicles and all motorized equipment. S/He will report all defective equipment that can not be repaired here to his/her supervisor.

S/He will operate the heavier equipment when necessary and assist the Ground Maintenance Supervisor on approval from his/her supervisor.

Snow removal is part of his/her job also.

The operator will perform electric and gas welding as part of his/her job.

The operator will be responsible to the Maintenance Supervisor.

S/He must have the ability to maintain good working relations with his/her supervisor, co-workers and general public. S/He may be assigned to other supervisory personnel by his/her supervisor.

MECHANICAL MAINTENANCE PERSON

An employee in this classification will be responsible to the Plant Engineer and will receive written and verbal instructions from him or her.

The employee will be expected to have a Stationary Fireman and/or Stationary Engineers License and a recognized Certificate in Air Conditioning and Refrigeration Service (similar to Grade I and Grade II Certificate Programs offered by the Community Affairs Department, Delta College) to cover this plant.

The employee will be required to understand, to maintain, to repair and operate the boiler room and its accessories, the domestic water system including chemical treatment, sewage system, storm sewer system, plumbing system, air conditioning systems including all centrifugal, absorption and reciprocating units, refrigeration equipment in the kitchen and lab areas, and all air compressors, without direct supervision on their shift.

S/He shall be capable of changing from one boiler to another on their shift, from one P.R.V. station to another, run and understand all water tests, including cooling towers, and all closed loop systems and take corrective action, weigh and mix chemicals used for treatment, run and understand all combustion checks and be able to take corrective action with fuel-air ratio controls.

S/He will understand, maintain, operate and repair the swimming pool filtration, heating, recirculation, and chemical treatment system.

The employee shall know all operations of all control systems, both electric and pneumatic, and be able to make adjustments.

S/He will know safety devices on the boilers and make a complete equipment check on their shift and observe this equipment in such a manner that will detect improper operation.

The employee will be expected to understand, operate and make changes on an Environmental Control computer.

S/He will be expected to know, understand and operate the Cogeneration System including, but not limited to daily or hourly system logs, check oil sump level, sight gage, oil pressure, oil filter pressure differential gage, oil temp., gas fuel supply pressure, inspect for oil leaks, check exhaust back pressure,

inlet air pressure differential, control battery voltage, starting battery voltage.

The employee will maintain proper logs of all operations and record all temperature, pressure, and meter readings, etc.

S/He shall follow accepted work practices and procedures in operating and routine maintenance on all equipment.

The employee shall clean and paint boiler house, equipment room areas and all equipment.

S/He will be expected to maintain good working relations with his/her supervisor, co-workers and the entire college community.

S/He may be assigned to other supervisory personnel by his/her supervisor.

HEAD GROUNDSPERSON

An employee in this class will share responsibility for maintenance and care of the grounds of the College. This includes the court area, the lawn and planting area, special landscaping features, parking lots, the periphery roads, and the access roads.

S/He must be familiar with machinery and know how to operate it and how to provide for its maintenance. The head grounds person must know how to repair and maintain roads and parking areas. S/He will work with the grounds maintenance individual and be responsible to the Director of the Physical Plant.

The employee must have the ability to maintain good working relations with the persons s/he supervises, his/her supervisors and his/her co-workers.

CARPENTER

An employee in this class will assist the Maintenance Supervisor. S/He shall be experienced in the use of carpenter's hand and power tools. The carpenter must have a general knowledge of materials and be able to work from blueprints and drawings. His/her work includes but is not limited to the installation, repair, replacement and maintenance of ceilings, walls, doors and windows with associated hardware, floor covering and roofing. It also includes the construction, installation and repair of cabinetry, shelving, instructional materials and storage facilities. It also includes those trades associated with construction work excluding mechanical and electrical trades. S/He must be able to maintain good working relations with his/her supervisor, co-workers, faculty

and administrative personnel. The employee may be assigned to other supervisory personnel by his/her supervisors.

ELECTRICIAN

An employee in this class will assist the plant electrician. S/He shall be familiar with electrical circuits and be able to assist the electrician in the more technical aspects of the electrical trade. S/He must have the ability to perform preventative and corrective maintenance.

The electrician will at times assist the other maintenance personnel.

PAINTER

This employee's primary function will be as a painter in the Physical Plant Department. S/He will do all types of painting and refinishing including brush, spray, and roller painting on all types of surfaces. This may or may not include field painting depending on the work load at the time. The painter will be responsible to the Maintenance Supervisor and will assist other personnel assigned to the Maintenance Supervisor. S/He must have the ability to maintain. S/He must have the ability to maintain good working relations with his/her supervisor, co-workers, and general public.

The employee may be assigned to other supervisory personnel by his/her supervisor.

GENERAL KITCHEN HELPERS

Measures and mixes ingredients according to standard recipes and assists with special items of preparation using a variety of kitchen utensils and equipment.

Cleans and sanitizes work areas and equipment.

Under supervision or following detailed instructions, helps prepare and/or cook a variety of foods, including salads, meats, fish, vegetables, desserts, gravies, sauces, etc.

Maintains records of daily production.

Under supervision, portions and presents items for the different serving areas.

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 cleanup.

Guides and directs part-time student employees assigned to assist.

Responsible for quality of products prepared, insuring wholesome food of top quality.

Secures (locks and unlocks) portions of the department and equipment necessary to maintain service.

Must be able to maintain good working relations with supervisor, co-workers, faculty and administrative personnel, as well as, students and staff.

May be assigned to other food service related duties and supervisory personnel.

Does normal cashier duties, including counting cash and preparing routine reports of daily sales as assigned by supervisor.

Responsible for preparation and maintenance of food service invoices as assigned by supervisor.

Assists with clerical work involved with ordering and inventory of food service merchandise as assigned by supervisor.

Regularly assists with routine shelving and restocking of materials and food, service and cleanup of serving area as assigned by supervisor.

Responsible for dormitory residents meal allocations and food service procedures applicable to the dormitory food service program.

CAFETERIA WORKERS

May be required to do everything listed under General Kitchen Helpers plus the following:

Responsible for quality service of all food and beverage sold at the serving areas.

Maintains inventory control and replenishing of stock in serving line, insuring adequate supplies for sale.

Oversees and coordinates the serving line functions and its service to the customer.

Following departmental procedures, must be able to deal effectively and courteously with the customers.

Assists with ordering and receiving of all produce and ingredients for salads as assigned by supervisor.

Reviews special menus and work orders to determine type and quantity of salads to prepare as assigned by supervisor.

Helps design and implement a salad menu program which includes seasonal variations, regional trends, along with customer preference as assigned by supervisor.

SENIOR CAFETERIA WORKERS ---

May be required to do everything listed under General Kitchen Helpers, and Cafeteria Workers, plus the following:

Recommends employment and dismissals, trains and schedules the student part-time employees that assist with the food preparation, service and cleanup operations of the department as assigned by supervisor.

Responsible for room setups for daily and catered events as assigned by supervisor.

Maintains various departmental forms on food production, student payroll, lines, price and portion control as assigned by supervisor.

Must be able to effectively deal with customer request for unscheduled services during absence of management.

May be simultaneously responsible for service to multiple serving areas and catered special events.

Guides, directs and assigns work to other food service personnel.

HEAD COOK ---

May be required to do everything listed under General Kitchen Helpers, Cafeteria Workers and Senior Cafeteria Workers, plus the following:

Reviews menus and work orders to determine type and quantity of meats, vegetables and so forth to be prepared.

Checks for leftover food that can be used in daily meals.

Suggests menu and recipe changes as appropriate.

Preparation for sack lunch program for contract housing students and oversees meal preparation for child care luncheons.

Responsible for receiving of merchandise during periods of time when management is absent.

• Opens food service areas in mornings. Provides cash banks for cashier from safe.

• Maintains daily production records and reviews records of subordinates.

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. Temporary employees may perform maintenance work; however, temporary employees performing skilled labor will not work hours that skilled employees normally don't work. 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.

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.

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 severe handicaps 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.

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.

LETTER OF AGREEMENT

A.F.S.C.M.E.
Council 11
Local 845, AFL-CIO

Re: VACATION AND SICK LEAVE REPORTING

It is the intent of the college to continue its present practice of issuing cards following an employees return to work which indicate the number of vacation days or sick days charged to that individuals accrued time.

In the event other methods of reporting time are considered, they will be discussed with the Union President before implementation.

Very truly yours,

Willard L. Reading
Director of Physical Plant

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,

Larry E. Ramseyer
Director of Physical Plant

LETTER OF AGREEMENT

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

Re: JOB TRAINING PROGRAM

It is the intent of the college to include the Union in discussions regarding the proposed college wide On The Job Training Program. Prior to implementation of any program, Union and Management will hold discussions regarding changes in existing contract language that may be required.

Very truly yours,

Larry E. Ramseyer
Director of Physical Plant

6/30/96

AFSCME

AFL-CIO

**Delta
College**

and

**Local
Union
No. 845**

Council 25

1995 Revisions to

1994 - 96 Agreement

Delta College Proposal

DELTA _____ DATE SUBMITTED _____ UNION _____

DELTA SETTLEMENT OFFER OF _____

INTRODUCTION

In an effort to reduce the cost of custodians by at least \$250,000 annually, the College proposes that these proposals become Appendix X upon the effective date of these proposals. These proposals shall apply to only the following classifications: custodian, custodial crew leader, general laborer and general maintenance. Upon the effective date of these proposals, or termination of contract with R.B.S., the contractual changes shall take precedence over any conflicting language in the 1994-96 agreement and/or any memorandums of understanding and agreement. This agreement expires June 30, 1998.

ARTICLE NO.	TITLE
APPENDIX B	SALARY SCHEDULE
APPENDIX B & C	GENERAL MAINTENANCE CLASSIFICATION
SECTION 33	LONGEVITY PAY
APPENDIX B & C	GENERAL LABOR CLASSIFICATION
	OUTSIDE CONTRACTORS

RATIFIED OFFER
AGREED TO THIS DATE: _____

7/7/95

DELTA

Allan D. Duff

UNION

Lorraine Linnell
E. Stanton Keller

Delta College Proposal

DELTA _____ DATE SUBMITTED _____ UNION _____

DELTA SETTLEMENT OFFER OF _____


WAGES

Upon the effective date of this proposal, the base wages for custodians and custodial crew leader shall be immediately reduced by four (4.00) percent. The wage scale for these classifications shall be increased as follows: two (2.00) percent effective July 1, 1996 and two (2.00) percent bonus to be paid during February 1998.

This tentative agreement on wages will remain in effect until 12:00 noon on July 7, 1995.

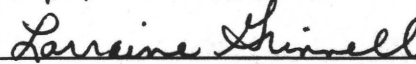

RATIFIED OFFER
AGREED TO THIS DATE

DELTA



UNION

7/7/95

Delta College Proposal

DELTA _____ DATE SUBMITTED _____ UNION _____

DELTA SETTLEMENT OFFER OF _____

GENERAL MAINTENANCE CLASSIFICATION

Upon the effective date of this proposal, establish a new classification entitled "General Maintenance Classification". Employees within the general maintenance classification will perform work of a general nature, assisting all other classifications which may include, by way of example but not limitation, electrical, painting, carpentry, utility work, grounds, custodial, mechanical maintenance and/or equipment operation, and other work of a similar nature issued at the direction of the College. This classification is not intended to replace the skilled trade classifications.

In the event of a layoff during the life of this agreement, existing employees in the general maintenance classification shall exercise their seniority rights to displace a custodian/general laborer employee. A general maintenance employee who goes into a custodian/general laborer classification through bumping, shall receive the pay rate and benefits of the custodial classification in effective at the time of bumping.

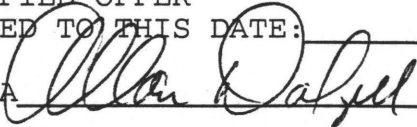
General maintenance employees will be selected from current bargaining unit employees by the College, based upon the qualifications as determined by the College. The specific qualifications necessary to fill a general maintenance position and the job description for this classification will be determined by the College.

The wages for the general maintenance classification shall be \$13.66 regardless of the work performed and further regardless of whether the work performed falls within another classification. The employees within the general maintenance classification will receive the other benefits currently provided in the 1994-96 collective bargaining agreement. The wage scale for this classification shall be increased as follows: two (2.00) percent effective July 1, 1996, and a two (2.00) percent bonus to be paid in February 1998.

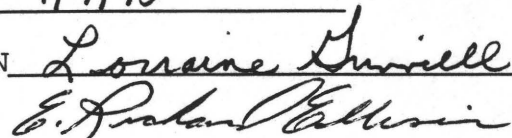
RATIFIED OFFER
AGREED TO THIS DATE:

7/7/95

DELTA



UNION



Delta College Proposal

DELTA _____ DATE SUBMITTED _____ UNION _____

DELTA SETTLEMENT OFFER OF _____

LONGEVITY PAY

In 1995 and thereafter, Longevity pay will be eliminated for custodians, custodial crew leader and general maintenance classifications. In 1996, there will be a \$500 bonus to all custodians, custodial crew leaders and general maintenance classifications. In 1997, there will be a 4% bonus (based on the contractual maximum) paid to all custodian, custodial crew leaders and general maintenance classifications. The general labor classification will not be eligible for longevity.

RATIFIED OFFER
AGREED TO THIS DATE: _____

DELTA _____

UNION _____

7/7/95

Laraine Hunnell

E. Richard Elman

Delta College Proposal

DELTA _____ DATE SUBMITTED _____ UNION _____

DELTA SETTLEMENT OFFER OF _____

GENERAL LABOR CLASSIFICATION

THIS PROPOSAL DOES NOT APPLY TO EMPLOYEES HIRED BEFORE THE EFFECTIVE DATE OF THIS PROPOSAL.

Upon the effective date of this proposal, establish a new classification entitled "General Labor Classification". Employees within the general labor classification will perform work assigned by the College within the custodian classification.

After the effective date of this proposal, if the College determines that it will fill a custodian vacancy, it may do so, within its sole discretion, by hiring general labor employees who may be assigned to work part or full time. General labor employees shall be considered as members of the bargaining unit but shall not receive any fringe benefits or wages other than those specifically provided for in this proposal. They include:

- Sec 32: Funeral Leave: As provided in the contract.
- Sec 35: Holiday Provisions: Employees working 20 hours or less per week will receive four (4) hours of holiday pay and employees working more than 20 hours per week will receive eight (8) hours of holiday pay. All other provisions of Sec 35 will be applicable.
- Sec 37: Vacation Rates: Full time General Labor employees (scheduled to work more than thirty (30) hours per week) will earn five (5) annual vacation days. The vacation schedule in Sec 37 does not apply to this classification. All other provisions of Sec 37 and 38 will be applicable.
- Sec 43: Jury Duty: As provided in the contract.

Page Two
General Labor Classification

Sec 45, 46, 47 and 48:

General Labor employees will be eligible to use the flexible benefit program at Delta College to purchase medical insurance, dental/visual assistance allowance, life insurance and long term disability insurance at the College's group rates if allowed by the providers of those programs.

APPENDIX G:

Free Tuition: The tuition and registration fee will be waived for attending classes at Delta College for the General Labor employees only, however all class fees are still applicable. This includes only those Community Education courses which qualify for state reimbursement.

The work schedule, hours of work, days of work, work week, and weeks of work per year shall be determined within the sole discretion of the College. General labor employees shall receive \$5.80 per hour, plus the appropriate shift premium and retirement contribution for all hours actually worked, a two (2.00) percent wage increase effective July 1, 1996 and a two (2.00) percent bonus to be paid during February 1998.

RATIFIED OFFER
AGREED TO THIS DATE:

DELTA

Alan D. Bell

UNION

7/7/95
Laraine Russell
E. Richard Bell

Delta College Proposal

DELTA

DATE SUBMITTED _____ UNION _____

DELTA SETTLEMENT OFFER OF _____

OUTSIDE CONTRACTORS

Upon the effective date of this proposal, or the termination of the R.B.S. contract, no routine custodial functions in the main campus facilities (square feet) will be performed by outside contractors during the life of this agreement.

The above will provide full and final settlement to the Grievance: #A25366-845-95/D. Ellison/D. Haberland, Arbitration Case No: 54 300 00173 95.

This settlement is without precedent to any matters between the parties and further, will not compromise either party's position with respect to the interpretation and application of applicable contract language.

RATIFIED OFFER
AGREED TO THIS DATE:

DELTA

Allan D. Zell

UNION

7/2/95
Lorraine Thirrell
E. Richard Ellison

SALARY SCHEDULE: 1995/96 (Revision Effective 7/11/95 or Termination of Contract with RBS)						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (2)	YEAR 5	BASE SALARY (1)
PHYSICAL PLANT						
GENERAL LABORER	5.80	5.80	5.80	5.80	5.80	5.80
CUSTODIAN	9.84	10.49	11.15	11.80	12.46	13.11
GENERAL MAINTENANCE PERSON	10.25	10.93	11.61	12.29	12.98	13.66
CUSTODIAL CREW LEADER	10.94	11.67	12.40	13.12	13.85	14.58
GROUNDSPERSON	11.22	11.97	12.72	13.47	14.22	14.96
UTILITY PERSON	11.33	12.08	12.84	13.59	14.35	15.10
HEAD GROUNDSPERSON	11.76	12.54	13.33	14.11	14.90	15.68
MECHANIC & EQUIPMENT OPERATOR	12.90	13.75	14.62	15.48	16.34	17.19
MECHANICAL MAINTENANCE PERSON	12.90	13.75	14.62	15.48	16.34	17.19
CARPENTER	12.90	13.75	14.62	15.48	16.34	17.19
ELECTRICIAN	12.90	13.75	14.62	15.48	16.34	17.19
PAINTER	12.90	13.75	14.62	15.48	16.34	17.19
FOOD SERVICE						
GENERAL KITCHEN HELPER	5.82	6.21	6.60	6.98	7.37	7.76
CAFETERIA WORKER	6.94	7.40	7.87	8.33	8.79	9.26
SENIOR CAFETERIA WORKER	7.92	8.45	8.98	9.50	10.04	10.56
HEAD COOK	9.00	9.60	10.20	10.80	11.40	12.00

Rates for probationary employees in Physical Plant Dept are \$.50/hr. less for each classification shown above with the exception of the General Laborer classification which shall be as listed above. Rates for probationary employees in Food Service Dept are as listed for each classification shown above.

- 1) Custodial employees hired prior to July 1, 1987 and employees in all other classifications will attain this salary level beginning with their sixth (6th) year of employment.
- 2) Custodial employees hired since July 1, 1987 will attain their maximum salary level beginning with their fourth (4th) year of employment.

Management reserves the right to negotiate the starting salary level (Year 1 through Base Salary) for all new hire Skilled Trades classifications in the Physical Plant Department. The step positions of all previously hired personnel in the same classification, if lower than the newly hire employee, will be adjusted to match that of the newly hired employee.

APPENDIX B

SALARY SCHEDULE: 1996/97						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (2)	YEAR 5	BASE SALARY (1)
PHYSICAL PLANT						
GENERAL LABORER	5.92	5.92	5.92	5.92	5.92	5.92
CUSTODIAN	10.03	10.70	11.37	12.03	12.70	13.37
GENERAL MAINTENANCE PERSON	10.45	11.15	11.84	12.54	13.24	13.93
CUSTODIAL CREW LEADER	11.15	11.90	12.64	13.38	14.13	14.87
GROUNDSPERSON	11.22	11.97	12.72	13.47	14.22	14.96
UTILITY PERSON	11.33	12.08	12.84	13.59	14.35	15.10
HEAD GROUNDSPERSON	11.76	12.54	13.33	14.11	14.90	15.68
MECHANIC & EQUIPMENT OPERATOR	12.90	13.75	14.62	15.48	16.34	17.19
MECHANICAL MAINTENANCE PERSON	12.90	13.75	14.62	15.48	16.34	17.19
CARPENTER	12.90	13.75	14.62	15.48	16.34	17.19
ELECTRICIAN	12.90	13.75	14.62	15.48	16.34	17.19
PAINTER	12.90	13.75	14.62	15.48	16.34	17.19
FOOD SERVICE						
GENERAL KITCHEN HELPER	5.82	6.21	6.60	6.98	7.37	7.76
CAFETERIA WORKER	6.94	7.40	7.87	8.33	8.79	9.26
SENIOR CAFETERIA WORKER	7.92	8.45	8.98	9.50	10.04	10.56
HEAD COOK	9.00	9.60	10.20	10.80	11.40	12.00

Rates for probationary employees in Physical Plant Dept are \$.50/hr. less for each classification shown above with the exception of the General Laborer classification which shall be as listed above. Rates for probationary employees in Food Service Dept are as listed for each classification shown above.

- 1) Custodial employees hired prior to July 1, 1987 and employees in all other classifications will attain this salary level beginning with their sixth (6th) year of employment.
- 2) Custodial employees hired since July 1, 1987 will attain their maximum salary level beginning with their fourth (4th) year of employment.

Management reserves the right to negotiate the starting salary level (Year 1 through Base Salary) for all new hire Skilled Trades classifications in the Physical Plant Department. The step positions of all previously hired personnel in the same classification, if lower than the newly hire employee, will be adjusted to match that of the newly hired employee.

APPENDIX B

SALARY SCHEDULE: 1997/98						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (2)	YEAR 5	BASE SALARY (1,3)
PHYSICAL PLANT						
GENERAL LABORER	5.92	5.92	5.92	5.92	5.92	5.92
CUSTODIAN	10.03	10.70	11.37	12.03	12.70	13.37
GENERAL MAINTENANCE PERSON	10.45	11.15	11.84	12.54	13.24	13.93
CUSTODIAL CREW LEADER	11.15	11.90	12.64	13.38	14.13	14.87
GROUNDSPERSON	11.22	11.97	12.72	13.47	14.22	14.96
UTILITY PERSON	11.33	12.08	12.84	13.59	14.35	15.10
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MECHANIC & EQUIPMENT OPERATOR	12.90	13.75	14.62	15.48	16.34	17.19
MECHANICAL MAINTENANCE PERSON	12.90	13.75	14.62	15.48	16.34	17.19
CARPENTER	12.90	13.75	14.62	15.48	16.34	17.19
ELECTRICIAN	12.90	13.75	14.62	15.48	16.34	17.19
PAINTER	12.90	13.75	14.62	15.48	16.34	17.19
FOOD SERVICE						
GENERAL KITCHEN HELPER	5.82	6.21	6.60	6.98	7.37	7.76
CAFETERIA WORKER	6.94	7.40	7.87	8.33	8.79	9.26
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HEAD COOK	9.00	9.60	10.20	10.80	11.40	12.00

Rates for probationary employees in Physical Plant Dept are \$.50/hr. less for each classification shown above with the exception of the General Laborer classification which shall be as listed above. Rates for probationary employees in Food Service Dept are as listed for each classification shown above.

- 1) Custodial employees hired prior to July 1, 1987 and employees in all other classifications will attain this salary level beginning with their sixth (6th) year of employment.
- 2) Custodial employees hired since July 1, 1987 will attain their maximum salary level beginning with their fourth (4th) year of employment.
- 3) General Laborer, Custodian, General Maintenance Person, and Custodial Crew Leader classifications will receive a 2% bonus in the form of a one (1) time payment the last pay in February 1998, based on actual 1997 earned income.

Management reserves the right to negotiate the starting salary level (Year 1 through Base Salary) for all new hire Skilled Trades classifications in the Physical Plant Department. The step positions of all previously hired personnel in the same classification, if lower than the newly hire employee, will be adjusted to match that of the newly hired employee.