

6/30/97

AGREEMENT

Between

ALPENA COMMUNITY COLLEGE  
Alpena, Michigan

And

UNITED STEELWORKERS OF AMERICA  
LOCAL 207

July 1, 1994

July 1, 1994 - June 30, 1997

*Alpena Community College*

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A G R E E M E N T

This Agreement is entered into this \_\_\_\_\_ day of July, 1994 by and between the BOARD OF TRUSTEES OF ALPENA COMMUNITY COLLEGE, and/or its successors, hereinafter called the "College" and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter called the "Union." The parties agree as follows:

I. RECOGNITION AND DUES CHECK OFF:

A. The College recognizes the Union as the sole and exclusive bargaining representative for employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit which shall include all half-time or greater building service employees including Custodians, Utility, and Maintenance. This representation applies both to the classification and the type of work performed by these classifications. All other employees are not included.

B. The following employees shall not be subject to the terms of this Agreement:

1. Supervisory personnel
2. Substitutes

C.

1. All employees employed in the Bargaining Unit, or who become employees in the Bargaining Unit, shall, after sixty-four (64) days worked or ninety (90) calendar days whichever comes first, of the date of hire by the College, as a

condition of employment, pay either union membership dues or a service fee in an amount established by the Union.

2. The College and Union agree that the payroll deduction of union membership dues and/or service fees is required as a condition of the collective bargaining agreement. The College will accordingly deduct the amounts designated by the Union through payroll deduction pursuant to the authority set forth in MCLA 408.477.

3. Service Fee Payors: Bargaining Unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union policy and procedures regarding objections to political-ideological expenditures. The remedies and procedures for contesting the level of service fee set forth in this policy shall be exclusive, and unless and until procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. Should the mandatory payroll deduction provisions set forth in this Article become legally disallowed, the parties agree that the discharge procedures set forth in Article I.C. of the 1988-90 or active bargaining agreement shall be reinstated.

5. In the event of any legal action against the employee because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the College and individual Board members harmless against any and all claims,

demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

D.

1. The College shall deduct Union dues, initiation fees or Agency Shop fees from each pay of each month and promptly remit the same to the International Treasurer of the Union effective the date of the signing of this Agreement, if the employee has received wages for five (5) days pay.

2. When an employee does not have sufficient money due after deductions have been made for social security, group insurance, garnishments, or other deductions required by law, Union dues for that month will be deducted the following month when sufficient money is due the employee.

E. The pay referred to for the deduction of dues, initiation fees and assessments shall be the first pay closed and calculated in the month.

F. The Union shall notify the College in writing of the amount of the dues and initiation fees to be deducted and fifteen (15) work days in advance whenever they are changed thereafter. Application for checkoff of dues and initiation fees shall be made by individual employees on a form to be furnished by the Union. The College will give dues authorization cards and a copy of the contract to personnel employed by the College in categories defined in Article I. A. of this Agreement.

G. A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished the International Treasurer and the Local Union Financial Secretary at the time that the dues and initiation fees are remitted. This shall be done within one (1) week after the payday involving deductions.

H. The College shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

I. The Union will indemnify and hold the College harmless against any claims made and against any suit instituted against the College on account of any checkoff of any payments pursuant to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.

## II. REPRESENTATION:

A. For the purposes of representation in negotiations and in the grievance procedure, the College recognizes the Union Grievance and Negotiation Committee of two (2) members and one Steward representing the following departments:

1. Custodian
2. Utility
3. Maintenance

B. Members of the Grievance and Negotiation Committee and Stewards, if employed at the College, shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiation of contract.

C. The Union will keep the College informed concerning current officers and representatives of Local 207.

III. SENIORITY:

A. College Seniority:

Seniority is defined as the length of an employee's continuous employment from the most recent date of employment by the College. For employees hired prior to July 1, 1991, seniority will include employment with Alpena Public Schools prior to July 1, 1980.

B. Seniority Lists:

The College will furnish to the Union two (2) copies of the current list of employees which shall include the employee's name, hiring date, department, departmental seniority date and classification. This list will be revised each six (6) months and sufficient copies forwarded to the President of Local 207 and a copy to the International Representative. The first seniority list shall be attached to this Agreement and become a part thereof. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

C. Loss of Seniority:

1. An employee shall lose seniority and be terminated if:

- a. The employee quits or retires.
- b. The employee is discharged and the discharge is not reversed.
- c. The employee is absent three (3) working days without notice or approval.
- d. The employee fails to report for work when recalled from layoff, as set forth in this Agreement.
- e. The employee is laid off for a period of two (2) years or length of service at the College, whichever is greater.
- f. The employee fails to return to work upon expiration of a leave of absence.
- g. The employee falsifies information on the application for employment.
- h. The employee gives a false reason for a leave of absence or engages in other employment during such leave.

2. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority with time limits in C. 1. e. above.

3. Any person whose seniority has been terminated and who later is reemployed shall be considered in



every respect as a new employee and a new seniority date shall be established on the date of reemployment.

4. An employee shall lose all seniority, accrued rights and benefits upon termination of employment as specified under Article III, C. of the Agreement unless otherwise specified in the Agreement.

D. Probationary Period:

1. New employees hired in the unit shall be considered as probationary employees for the first sixty-four (64) days worked or ninety (90) calendar days, whichever comes first. Said probationary period shall be without seniority, leave days or other benefits, and the pay rate shall be at the "new hire" rate established in this contract.

2. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a regular employee and seniority shall be established from the first day worked as a probationary employee. The employee moves to the regular pay rate for classification upon satisfactory evaluation.

3. The College shall be the sole judge of acceptance of employees during the probationary period and no controversy concerning tenure of these employees shall be subject to appeal or grievance.

E. Department Seniority:

1. The employee's departmental seniority shall accumulate continuously from the date of most recent employment in the department until terminated by provisions of this Agreement.

2. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments listed below. Separate departmental seniority lists shall be maintained for the following departments:

- a. Custodial
- b. Utility
- c. Maintenance

3. When more than one (1) employee is hired on the same day, departmental seniority will be determined by alphabetical sequence of last names.

4. When more than one (1) employee transfers from one department to another on the same day, their date of hire shall be used to designate the order of seniority in the new department.

5. When an employee requests transfer to another department, the original department seniority shall be maintained for not more than thirty (30) working days to permit a trial period in the new department. This provision is applicable to all permanent transfers herein.

6. For purposes of vacations and sick leave days, an employee's seniority shall be computed as of the most recent date hired.

7. Permanent changes in work stations shall not be effected without mutual agreement between the employees involved, the Union, and the Director of Buildings and Grounds.

F. Vacancies:

1. A job will be considered a permanent vacancy when the employee holding the job has terminated employment, is discharged, transferred or when it is a newly created job. Vacancies of ten (10) working days or more resulting from an extended absence shall be considered a temporary vacancy.

2. When a current position becomes vacant, a notice will be posted on the Local 207 bulletin board in each building describing the work assignment and advising that applications will be accepted. This notice will specify the final date and hour for the receipt of application. (Minimum notice of three [3] working days or ten [10] calendar days for those employees with an excused absence or until employees on vacation are notified). Bargaining unit members, who did apply and were not transferred, yet having ability and seniority, shall receive a letter of review explaining the basis for the decision.

3. A new position will be filled by a Bargaining Unit member within the department based upon ability to perform the work and seniority.

4. When a vacancy can not be filled by applicants from within the Bargaining Unit, the College may interview and hire applicants from outside the Bargaining Unit.

5. Employees accepting a temporary vacancy shall receive the rate of pay for the job being performed, shall have the right to the bidding procedure and shall return to their most recent permanent work assignment upon termination of the temporary vacancy. If their former position no longer exists, the employee shall take the least senior position within the Department where the employee holds seniority.

6. An employee permanently transferred to a different work assignment shall have a trial period of not less than ten (10) working days nor more than thirty (30) working days and shall receive the rate of pay for the job being performed. If the employee is not retained in the position or decides not to accept the position, the employee shall be reinstated without loss of seniority in the former position or if it no longer exists, will take the least senior position within the Department. The employee shall not request transfer to the same or similar position for a period of six (6) months.

G. Layoff:

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with departmental seniority; that is, the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the College shall retain those

employees with the greatest seniority provided they are properly qualified and physically able to perform the available work. The employees who are subject to transfer due to a reduction of the work force will, after all posting transfers, be assigned by seniority, to their choice of the remaining open positions.

2. Whenever any employee is to be laid off, the College shall notify the employee and Chairperson of the Grievance Committee at least twenty-four (24) hours in advance of such layoff.

H. Recall:

1. Laid-off employees shall be recalled in accordance with departmental seniority; that is, the employee with the greatest seniority shall be recalled first; provided they have the ability and are physically able to perform the duties of the job that is open.

2. When recalling laid-off employees, the College will notify them by certified mail at the last known address. If such employees do not notify the School District within ten (10) calendar days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the College may call the next employee in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

3. It is clearly understood that any individual laid off shall automatically suspend the employer's obligation to salary or fringe benefits under this Agreement.

4. Should an employee be offered a work assignment to fill a permanent vacancy for which they are qualified and refuse such appointment, said employee will lose the right to remain on the seniority recall list and shall be considered as having quit.

5. Notwithstanding any of the seniority rules contained herein, the Union President and Chairperson of the Grievance Committee, if employed in the College, shall, during their terms of office, be placed at the head of the seniority list, provided, however, that this preferential seniority shall be only for the purpose of determining layoff and rehiring.

#### IV. GRIEVANCE:

##### A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the College and any employee covered by this Agreement, which relates to:

1. Working conditions applicable to this Bargaining Unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

B. A grievance shall be processed in Step One within thirty (30) calendar days of its occurrence or knowledge of the occurrence.

C. Procedure:

1. Step One

Any employee with a complaint should discuss this complaint with his/her immediate supervisor, the Steward being present or absent, at a time which does not unduly interfere with the employee's normal work schedule or duties. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the supervisor with the Steward shall take place to try to effect settlement.

2. Step Two

If Step One does not effect settlement within five (5) working days from the meeting between the Steward and the immediate supervisor, the grievance shall be reduced to writing by the Steward and a copy given to the Personnel Officer. The Personnel Officer or designated representative and the Union Grievance Committee, with the International Representative present, must meet within ten (10) working days at a mutually designated location. Within ten (10) working days after the conclusion of this meeting, the Personnel Officer or designated representative shall notify the Union of the College's decision or position with respect to the grievance. Failure to do so will constitute acceptance of the grievant's position.

### 3. Step Three

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Labor, Employment Relations Commission requesting the assistance of a Mediator, providing that notice of the grieving party's intent is given to the other party within ten (10) working days from receipt of the written answer at Step Two. Failure to do so within the time allotted above will result in the complaint being abandoned. The College or its representative will render its decision or position on the Grievance within ten (10) working days of the meeting with the Mediator. Failure to do so will constitute acceptance of the grievant's position.

### 4. Step Four

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the other party of its intention within thirty (30) working days after the decision rendered in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn.

a. The Arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the



determination of the grievance, but shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the Employer, Union and Employees involved.

b. The arbitrator's fees and expenses shall be borne equally by both parties. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or participant.

D. Grievance Conditions:

1. An earnest effort shall be made by both sides to settle any grievance at Step One, and if necessary, at each subsequent step.

2. In all steps of the grievance procedure, either the employer or the Union shall have the right to specify that the aggrieved employee, his/her immediate supervisor or both, be called in to discuss details of the grievance in the presence of the proper representatives of both the Employer and the Union.

3. Upon mutual agreement of both the Employer and Union, a grievance may be expedited and moved to a higher level for hearing.

4. No monetary claim of an employee covered under this Agreement against the Employer shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing.

5. Whenever a Committee Member or a Steward finds it necessary to leave his/her regular work for the purpose of executing any phase of the grievance, he/she shall notify his/her immediate supervisor but shall not leave until a substitute worker is provided, if necessary. The immediate supervisor shall act to secure a replacement as quickly as possible.

6. Permission shall be granted to the International Representative of the Union, and the Union President or Committee Member to enter the schools for the purpose of representation upon notification to the Building Administrative Office.

7. Time limits may be extended by mutual consent of both parties.

8. Financial compliance of grievance settlements shall be within thirty (30) calendar days with a copy of the compliance to the President of the Local Union.

V. ABSENCES AND LEAVES:

The Family and Medical Leave Act of 1993 shall be incorporated and cited in all Leave sections where appropriate.

A. Emergency Illness Absence:

Employees required to be absent because of an emergency illness of a member of the immediate family may draw their regular wages not to exceed four (4) days at any one time. This absence shall be deducted from sick leave allowance.

The term immediate family shall be defined to include employee's father, father-in-law, mother, mother-in-law, stepparents, brother or half brother, stepson, or stepdaughter, sister or half sister, spouse, son or son-in-law, daughter or daughter-in-law, grandparents, grandchildren, brother-in-law and sister-in-law of the employee.

B. Bereavement Absence:

Employees absent from duty because of the death of a member of the immediate family (as defined in Section V-A) or a relative with whom they may at that time be living, may draw regular wages not to exceed four (4) days for each funeral and are independent of sick leave and are NOT cumulative. Bereavement leave may be granted more than once each year. The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. Evidence of bereavement must be presented to the immediate supervisor. The employee shall notify his/her immediate supervisor before being absent from work.

C. Personal Sick Leave:

Employees shall earn one (1) hour sick leave time for each sixteen (16) hours paid up to a maximum total of One Hundred Twenty (120) hours per year and an accumulation never to exceed 1,440 hours. Sick leave for employees working less than eighty (80) hours per pay period shall be at the average of all regularly scheduled hours worked during the last pay period worked. Employees on layoff are not entitled to sick leave.

1. Upon application for state retirement, employees will receive payment for fifteen (15) percent of their unused sick leave if they have served the Alpena Public Schools/Alpena Community College for ten (10) years.

2. Absence due to illness in excess of accumulated sick leave will automatically place employees on general leave.

3. Sick leave may be used to make up the difference between the employee's regular earnings and Worker's Compensation payments. The College may require, at any time, a satisfactory physical examination by the physician designated by the College before to continuing work. In case of disagreement between family physician and a College physician, a third physician selected by the parties shall examine the employee and this decision shall be in effect.

4. A record of cumulative sick leave shall be compiled and reported with the first check of the new contractual year.

D. Family Maternity/Adoption Leave:

An employee, after completing the probationary period, shall be granted family leave for maternity/adoption, without pay, for a period not to exceed one (1) year upon request. Employees meeting the FMLA eligibility criteria will be granted up to twelve (12) weeks of unpaid leave during any 12-month period, with health care coverage provided, if requested by the employee. The request shall be in writing as soon as possible but no later

than the third (3rd) month of pregnancy and shall indicate the length of the requested leave. The approved leave shall become effective on the date requested as long as she can perform all the duties of her position and has on file in the Personnel Office upon request a letter from her doctor indicating that she is capable of performing her job without injury to herself or her unborn infant(s). Should this condition not be met, she will be immediately placed on maternity/adoption leave.

Notice of intention to return from leave must be sent in writing to the Personnel Officer thirty (30) calendar days prior to the intended return. Upon her return she shall present to the Personnel Officer a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from family maternity/adoption leave may expect to return to the same position or a comparable position, if available.

Upon return, all benefits possessed at the time of the leave will be restored (seniority, including the time on leave; accumulated sick leave; etc.).

Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for employees not on family maternity/adoption leave, temporary disabilities caused by the pregnancy or miscarriage will be treated as sick leave.

E. Military Service:

The College agrees to comply with the regulations for reemployment rights under the Federal Selective Service Acts of 1940 and 1948 as amended and extended.

F. Union Leave:

In the event an employee or employees are selected by this International Union to perform Union business or attend Union meetings or institutes which necessitate a leave of absence, he/she shall be granted such leave of absence without pay or loss of seniority for a period of up to two years. When requested by the Union, normal pay for leave to conduct Union business may be continued. The Union will reimburse the College for wage and retirement costs.

G. General Leave:

A general leave of absence without pay not to exceed one (1) year, upon written request to the Personnel Officer may be granted to employees who have completed two (2) years of service. Requests must be filed a minimum of two (2) weeks in advance of the date requested. A general leave of absence that exceeds one (1) month will be without fringe benefit but will accumulate seniority.

Absence due to personal illness in excess of accumulated sick leave will automatically place an employee on unpaid sick leave for a maximum of six (6) months. The employee will accumulate seniority.

H. Personal/Emergency Leave:

Up to two (2) days paid leave is provided for activities that are of such a nature that they cannot be done on a non-workday. Such leave is not to be interpreted as being for vacation, recreation, money-making activities or other employment and must be taken in no less than one-half ( $\frac{1}{2}$ ) day increments. Twenty-four (24) hour notice is required. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Personnel Officer or Director of Buildings and Grounds.) Reason for leave need not be stated unless the normal deadline has passed. In case of suspected misuse, the employee will be asked to verify proper use of this leave and must respond.

I. Snow Day:

Should the college be closed as a result of weather, unit members shall not be considered absent. Those employees who are called into work on a weather-related closing day shall receive one and one-half ( $1 \frac{1}{2}$ ) times their regular pay.

J. Jury Duty/Witness Leave:

A custodian/maintenance/utility person shall be considered on leave of absence when called for or ordered to report for jury and/or witness duty. The employee will receive their regular rate of pay in exchange for payment received from the court.

VI. HOLIDAYS:

A. The following days shall be recognized as paid holidays:

New Year's Day	Independence Day	Christmas Day
Good Friday	Labor Day	Day before Christmas
Easter Monday	Thanksgiving Day	Day after Christmas
Memorial Day	Day after Thanksgiving	Day before New
Year's Day		

One (1) additional holiday shall be provided each year as a "floating" day. The designation of the date for the "floating" day will be made by the college president prior to the first day of January each contract year.

Whenever any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. All holiday hours shall be counted as hours worked.

1. All regular personnel who have served their probationary period will receive holiday pay equal to the average number of hours worked per day in the pay period in which the holiday falls. This pay shall be computed at the regular straight time rate. Average shall be rounded off to the nearest one-half ( $\frac{1}{2}$ ) hour amount. (Total hours paid divided by the number of days worked constitutes the average.)

2. Employees ordered to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.



3. Employees who are assigned to work on a holiday shall be paid at two and one-half ( $2\frac{1}{2}$ ) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of his/her eight (8) hours of holiday pay for hours not worked.

4. For the purpose of this paragraph, a holiday is defined as a twenty-four (24) hour period beginning at 6 a.m. of the holiday.

B. An employee who is called in on a holiday shall receive a minimum of one-half ( $\frac{1}{2}$ ) the normal day's work at double (2) time in addition to holiday pay.

#### VII. VACATIONS:

A. Employees who have been paid for nine hundred (900) hours or more in the twelve (12) month period preceding June 1 of each year shall receive an annual vacation with pay according to the schedule in paragraph C. Vacation credit will be earned between July 1 and June 30 of each year.

B. A new employee shall be prorated from July 1 through June 30 and shall receive vacation in proportion to time worked. The prorated vacation shall count as one (1) year for future vacation purposes. Providing the new employee worked at

least six (6) months prior to June 30. Persons classified as substitutes shall not be entitled to vacation benefits.

C. At the completion of two (2) years of employment, vacation shall be increased with pay annually for each additional year of service through the twelfth (12) year in accordance with the following schedule:

1-2 years	80 hours = 10 days
3 years	88 hours = 11 days
4 years	96 hours = 12 days
5 years	104 hours = 13 days
6 years	112 hours = 14 days
7 years	120 hours = 15 days
8 years	128 hours = 16 days
9 years	136 hours = 17 days
10 years	144 hours = 18 days
11 years	152 hours = 19 days
12 years	160 hours = 20 days
15 years	168 hours = 21 days
20 years	176 hours = 22 days
25 years	184 hours = 23 days

D. All paid work days shall count in the computation of the hours of vacation eligibility.

Also counted shall be all hours missed by an employee off work under Worker's Compensation, for the first year; none thereafter.

E.

1. Vacations due shall be computed on the basis of the hours paid in the twelve (12) month period preceding July 1 of each year and posted by June 30.

2. Unused vacation time is not reimbursable nor cumulative from year to year.

3. Requests for vacation shall be made to the immediate supervisor. Employees shall receive their vacation pay on their regular payday, except when otherwise requested.

4. Up to three (3) employees may take vacation at any one time, providing no more than two (2) may be gone at any one time from a single department. Where more than three (3) requests are received for the same days, seniority shall prevail. Requests for vacation in excess of three (3) days requires a notice of seven (7) calendar days. All other requests require twenty-four (24) hour notice.

VIII.      HOURS:

A. The normal workweek shall begin with the first shift Monday a.m. and end with the last shift Friday p.m. The normal workweek shall be forty (40) hours but shall not be construed as a guaranteed workweek.

B. The workday shall normally consist of eight (8) hours worked. Day shift employees shall have a one (1) hour unpaid lunch period as scheduled by their immediate supervisor. The one (1) hour lunch period may be scheduled as one-half ( $\frac{1}{2}$ ) hour at the request of the employee and at the discretion of the supervisor. Employees working the second and third shifts shall have a one-half ( $\frac{1}{2}$ ) hour paid lunch period included in their eight (8) hour shift. Employees beginning work at 2:00 p.m. or later and working a three (3), four (4), five (5) or six

(6) hour shift will be allowed a lunch period or coffee break for twenty (20) minutes only at approximately mid-shift.

C. Employees shall work the assigned hours directed by their immediate supervisor. Work schedules shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime during the period covered by the schedule.

D. For the purposes of computing overtime, eight (8) hours work shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ). All work performed on Saturday shall be paid at one and one-half ( $1\frac{1}{2}$ ) times their regular rate and all work performed on Sunday shall be paid for at two (2) times their regular rate.

E. A maintenance person shall be responsible for checking the heating system and building security when written notice is given by the Director of Buildings and Grounds. This function shall not be counted as days or hours worked. Pay shall be two (2) hours at time and one-half ( $1\frac{1}{2}$ ) for each day the service is performed.

F. Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half ( $\frac{1}{2}$ ) a normal day's pay at their regular rate. This does not apply to employees trading shifts for their own convenience. Notice of closing of the

College under standard announcement procedures shall be deemed proper notice. Radio announcement is the standard procedure.

G. The administration shall make every effort to schedule employees on a monthly schedule for the maximum hours possible up to a normal eight (8) hour workday.

H. Split shifts shall not be scheduled without the permission of the parties hereto.

I. A minimum of four (4) hours pay shall be granted to employees called for work outside their normal work schedule and shall include all premium pay.

IX. CLASSIFICATION AND WAGES:

A. Custodian - An employee responsible for the cleanliness of assigned areas to insure that they are sanitary, neat, and clean.

B. Utility - An employee who will maintain the operation and maintenance of all buildings, mechanical/ electrical equipment, and grounds and substitute as custodian as needed. Refer to specific job descriptions.

C. Maintenance - An employee who maintains buildings and grounds including electrical and mechanical systems.

Wages:

<u>Classification</u>	New Hire 1994-95	1994-95 4%	New Hire 1995-96	1995-96 4%	1996-97
Custodian	9.61	10.68	9.99	11.11	Reopen
Utility	9.84	10.93	10.23	11.37	
Maintenance	10.07	11.19	10.48	11.64	

Third Year 1996-97 Reopen Wages only.

Longevity:

Longevity shall be paid as follows:

Twenty-five cents (\$.25) per hour after the employee's  
5th anniversary

Twenty-five cents (\$.25) per hour after the employee's  
10th anniversary

Twenty-five cents (\$.25) per hour after the employee's  
15th anniversary

Twenty-five cents (\$.25) per hour after the employee's  
20th anniversary.

Paychecks shall be issued to employees who have earned wages every second Friday throughout the calendar year for a maximum of twenty-six (26) paydays.

D. The persons employed in the job classification set forth on the wage schedule shall be paid the wages set forth therein during the term of this Agreement.

E. Shift premiums shall be established as follows and shall be applicable for those persons who work four (4) hours or more.

Period Number	Shift Period Covered	Premium
1	Shifts starting between 6 a.m. and 2 p.m.	None
2	Shifts starting between 2 p.m. and 10 p.m.	18¢
3	Shifts starting between 10 p.m. and 6 a.m.	20¢

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, he/she shall receive shift premium for the total hours of continuous work based on the shift premium applicable to the period in which the majority of such hours fall. (In case hours of work fall equally into two periods, the higher premium shall be paid for all hours worked.)

F. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the College shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the College will notify the President of the Union of its action. If the union wishes to negotiate for a revision of such rate, it

shall notify the Personnel Officer within thirty (30) days after notice from the College has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within thirty (30) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the College, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the grievance procedure.

X. INSURANCE BENEFITS:

A. Hospital-Medical:

Hospital-medical insurance shall be limited to one (1) plan per household where more than one (1) family member is employed by the College.

The College will pay an amount not to exceed the full family cost of hospital-medical insurance substantially equal to Blue Cross-Blue Shield Comprehensive Hospital, Semiprivate Room,



Riders D-45NM, IMB, DCCR, SA; Michigan Variable Fee I with Riders OB, ML, FAE-RC, VST, Reciprocity, DC and SD: Over 65-Exact Fill: One (1.00) Dollar Co-Pay Prescription Drug Program, Master Medical Option III. The College will maintain existing hospital, dental, vision, life and long-term disability insurance during the duration of this contract. The College maintains the right to select the insurance carrier, but shall consult with Local 207 representatives should any change of existing carriers be considered. The College will provide a College-defined optional program of health-care coverage to members of Local 207. Choice of the "core" or "optional" program shall be made by the individual member.

The Board will adjust the dollar figure on July 1 of each year to reflect the same coverage as at the start of the contract.

B. Life Insurance:

The College shall provide Term Life and Accidental Death and Dismemberment Insurance protection as follows:

Ten Thousand Dollars (\$10,000)

The insurance carrier shall be selected by the College.

C. Dental Insurance:

The College shall provide Dental Care Insurance. Specifications and carrier shall be determined by a joint committee consisting of representation from all employee groups having dental care coverage.

D. Vision Care:

The College shall provide Intermediate Vision insurance to all members of the bargaining unit. Vision coverage is limited to one plan per household. The carrier shall be selected by the college.

E. Long-Term Disability Insurance:

The Board will provide coverage equal to Unum Long-Term Disability (LTD) insurance for each employee as follows: payment of no less than sixty-six and two-thirds percent (66 2/3%) of the Base annual wage exclusive of bonuses and overtime; payable to a maximum benefit of \$2,000 per month, with options: pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Benefits will commence on the one-hundred-eightieth (180th) day of disablement or at the termination of college sick leave benefits, whichever is later.

For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits will continue as long as disabled but not to exceed age sixty-five (65). For a disability that (1) commences at age sixty-one (61) and after, or (2) a recurrent disability (after six (6) months return to work) that commences at age sixty-one (61) and after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.

During April of each contract year or if the total cost to the employer is more than 106 percent of the estimated 1990-91

package cost, representatives of Local 207 and the Administration shall meet to review Article X (Insurance Benefits).

F. All funds provided for fringe benefits shall be used only for the purchase of benefits described in this section.

G. In lieu of health insurance, the College will make available \$40.00 per month per employee for the purpose of purchasing fringe benefits options.

XI. OTHER CONDITIONS OF EMPLOYMENT:

A. The College will provide for a clearly designated area of bulletin board on existing bulletin boards in each building. The use of this space is restricted to noncontroversial matters such as notices of meetings or announcements concerning Union activities.

B. The Union may have the right to conduct Union elections at schools providing prior arrangements are made in accordance with the Building Use Policy of the College. For such purposes the Union shall be considered a "School Related Activity."

C. Students under school endorsed programs are supplemental to employee work schedules and shall not supplant employees in the bargaining unit. Names of students assigned to employees will be posted with the names of the employees and supervisors. Students are not allowed to work unless supervised by the employee or the employee's substitute. The employee is responsible to assign, assist and direct the student's work

experience. No more than three (3) students may be assigned to a unit employee in any given week. Violations are subject to the grievance procedure. Settlement, if any, will be to the unit member losing hours of employment.

D. Employees who are elected to a political office in the municipal, county, state or federal government or are appointed to public office will be granted a leave of absence, without pay, fringe benefits, and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the College at the conclusion of each term of office and prior to commencing another term of office. This shall not apply to short leaves of absence in which case there shall be only loss of pay.

E. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

1. Supervisors who are directly supervising the work of members of this Bargaining Unit shall not perform work which would directly result in a member of the Bargaining Unit not being able to perform his/her scheduled duties and thereby losing income.

2. All normal and routine classroom custodial chores now being performed will not be subcontracted.

F. Warnings of unsatisfactory work shall be in writing, with a copy to the employee and the Union President.

G. The Union will be notified by letter of the following: Summer Paint Crew members, CWS and CETA participants.

H. A Safety Committee may be established comprised of a custodian/utility/maintenance employee and Director of Buildings and Grounds. Regular meetings may be held and minutes furnished to the Union.

I. Whenever an employee is directed to use his/her own car for College business, he/she will be reimbursed at the rate established for all college employees.

J. When the schedule of workdays is in conflict with the College calendar, the Board reserves the right to change the workdays.

K. Any employee appointed to a supervisory position or any other position not subject to this Agreement, and who is demoted from such employment within six (6) months shall be reinstated to the Bargaining Unit with their original job if their seniority entitles them to do so. If not, their job shall be determined by mutual agreement between the parties hereto. After six (6) months their return to the Bargaining Unit shall be subject to Union agreement.

L. Substitutes may be used to fill in for regular employees absent (not due to layoff) but who are expected to return to work or when an unfilled temporary vacancy exists.

Substitute employees are not part of the Bargaining Unit and are not covered by the provisions of the Agreement.

M. Where either gender is used in language of this contract, it refers to both male and female.

N. The college will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person, per academic year, for custodian/utility/maintenance employees, their spouses, and dependent unmarried children as defined by the I.R.S.

O. Education Compensation

A twenty-five (\$.25) cent per hour rate will be paid to members having earned an associate degree.

P. Clothing Allowance

The College supplies 11 sets of uniforms to each employee.

XII. DISCHARGE AND SUSPENSION:

A. Notice of Discharge or Suspension:

The Board agrees that upon the discharge or suspension of an employee to promptly notify the Chairperson of the discharge or disciplinary action. It is mutually agreed that these actions will be handled in a discreet manner.

B. Discussion of Discharge or Suspension:

The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Chairperson. Upon request, the Board or its designated representative, will discuss

the discharge or suspension with the employee and the Chairperson. The Board, likewise, will discuss the written reprimands with the employee and the Chairperson upon request. A copy of written reprimands will be forwarded to the Union.

C. Appeal of Discharge or Suspension:

Should the discharged or suspended employee or the Chairperson consider the discharge or suspension to be improper, the grievance shall be presented in writing through the Chairperson to the Board within five (5) regularly scheduled working days after the suspension and/or discharge action. The matter shall be referred to Step Two of the Grievance Procedure.

D. Employee File Content:

Should a discharge or suspension be reversed through the Grievance Procedure, the employee's file will be purged of information concerning the alleged incident.

E. This article is not applicable to an employee during the probationary period.

XIII. RESERVATION OF RIGHTS:

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the College as it shall deem advisable.

The Board on its own behalf and on the behalf of the electors of the Alpena Community College, retains and reserves

unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of Michigan and the United States. The right to select and hire, to promote to better position, to maintain discipline and efficiency of employees, and the right to discharge, transfer or discipline for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

#### XIV. GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the College. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

#### XV. TERMINATION CLAUSE:

The terms of this Agreement shall become effective as of July 1, 1994, except as otherwise noted, and continue until June 30, 1997. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the



expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewals.

The parties hereto agree to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed, national origin, age or handicap.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, this \_\_\_\_\_ day of July, 1994.

FOR THE BOARD OF TRUSTEES:

ALPENA COMMUNITY COLLEGE  
UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC, LOCAL 207

\_\_\_\_\_  
Donald Newport  
President  
Alpena Community College

\_\_\_\_\_  
George F. Becker  
International President

\_\_\_\_\_  
Leo W. Girard  
International Secy./Trea.

\_\_\_\_\_  
Richard H. Davis, Intl.  
Vice President-Administration

\_\_\_\_\_  
Leon Lynch, International  
Vice President - Human Affairs

\_\_\_\_\_  
Roger Bauer  
Chairman of Board

\_\_\_\_\_  
Harry E. Lester  
District 29 Director

\_\_\_\_\_  
Elizabeth Spragg  
Secretary of Board

\_\_\_\_\_  
Robert D. Daleski  
Sub-District Director

\_\_\_\_\_  
Jean Nowak, Committee

\_\_\_\_\_  
Richard Grochowski, Committee

\_\_\_\_\_  
Jay Libka, Committee

