

AGREEMENT

Between

**ALPENA COMMUNITY COLLEGE
Alpena, Michigan**

and

**ALPENA COMMUNITY COLLEGE
EDUCATIONAL SUPPORT
PROFESSIONALS I & II
MEA/NEA**

2014 – 2018

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A G R E E M E N T

THIS AGREEMENT is entered into by and between the BOARD OF TRUSTEES OF ALPENA COMMUNITY COLLEGE or its successor, hereinafter called the "College" and the ALPENA COMMUNITY COLLEGE EDUCATIONAL SUPPORT PROFESSIONALS/MEA/NEA, hereinafter called the "Union."

ARTICLE 1

RECOGNITION

- A. The College recognizes the Union as the sole and exclusive bargaining representative for all its employees covered by this Agreement. The positions covered by this Agreement include all full-time and regular part-time unrepresented, nonsupervisory, nonfaculty employees of the College in the ESP I and ESP II Divisions. This representation applies both to the classification and the type of work performed by these classifications. The use of “he” shall denote reference to both genders.
- B. The following employees shall not be subject to the terms of this Agreement: provisional employees, temporary employees, employees in other represented bargaining units, confidential employees, supervisors, administrators, student and tutoring employees, and all others.
- C. Definitions:
1. “ESP-I” shall be comprised of all secretarial pay categories and the job titles in the category.
 2. “ESP-II” shall be comprised of all technical pay categories and the job titles in the category.
 3. “Division” shall refer to either “ESP I” or “ESP II”.
 4. “Employee” refers to those employed in either division.
 5. Full-time employee:

A full-time employee is an individual who is normally scheduled to work a minimum of 1950 hours per fiscal year.
 6. Part-time Employee:
 - a. A part-time employee is an individual who is normally scheduled to work less than 1950 hours per fiscal year.
 - b. Non-probationary part-time employees regularly scheduled to work less than 975 hours per year, will not be eligible for benefits under Article 8, HOLIDAYS, Article 9, VACATIONS, Article 11, ABSENCES AND LEAVES, or Article 17, INSURANCE BENEFITS. With the exception of term life insurance, such benefits will be prorated for those who are regularly scheduled to work at least 975 hours/year. Full premium payments will be made toward term life insurance.

- c. Part-time employees will be eligible for prorated tuition waiver, (Article 14, L) longevity pay (Article 18, E) and education compensation (Article 18, G), regardless of the employee's regular schedule of hours.
- d. Hours shall be defined as the employee's regular schedule and shall exclude overtime and additional hours beyond the regular schedule.

7. Probationary Employee:

- a. A probationary employee is any newly hired employee.
- b. Probationary employees will receive credit for time served for purposes of paid leave and vacations following completion of the probationary period. Probationary employees will not receive any other benefits during the probationary period.

8. Probationary Period:

- a. Upon initial appointment of a new hire, the first sixty (60) working days shall be considered a period of probation (if the employee is so notified prior to the end of the sixty [60] day probationary period, the probationary period can be extended another thirty [30] working days). Said probationary period shall be without seniority, leave days or other benefits. The parties agree there will be a 10% decrease of the base wage for probationary new hires until the end of the probationary period. At that time, the appropriate step of the salary schedule will take effect.
- b. Seniority of a new employee shall be established at the end of the probationary period and shall commence as of date of hire.
- c. The College shall be the sole judge of acceptance of new employees during the probationary period and no controversy concerning tenure of these employees shall be subject to appeal or the grievance procedure.

9. Provisional Employee (ESP II):

A provisional employee is an individual who is occupying a position that is funded in whole or in part by grant funds. Provisional employees will be excluded from the bargaining unit for the first two (2) consecutive calendar years the position is operative. If the position continues after two (2) consecutive years, the employee will become a member of the bargaining unit subject to the following:

- a. The position will not be posted under the vacancy procedures in Article 3, VACANCIES AND TRANSFERS.
- b. If the "provisional employee" is hired to fill the vacancy, the employee will not be required to serve a probationary period as set forth in Article 1, RECOGNITION, C, 8,a.

- c. The employee's seniority date will be retroactive to the first date in the provisional position.
- d. If the position is eliminated after two (2) consecutive years, any rights the employee has will be consistent with those detailed in Article 4, LAYOFF AND RECALL.
- e. The employee will be placed on the appropriate salary schedule and step.

10. Temporary Employee:

A "temporary employee" is an individual who works at a designated temporary position that may be occasioned by leave of absence, resignation or dismissal.

11. Temporary Vacancy:

- a. A temporary position will not be posted to the membership or be subject to bidding.
- b. A temporary vacancy will be filled by a temporary employee. The Union President will be notified of the effective date of such appointments within five (5) working days of the appointment.
- c. The duration of the temporary position shall not exceed one (1) year. When a temporary position is filled, the Union President shall be notified in writing within a forty-eight (48) hour period.
- d. If the temporary position is attributable to a leave of absence, it will be filled within twenty (20) workdays from the beginning of the leave.
- e. If the employee does not return from the leave, the position will be posted under the provisions of Article 3, VACANCIES AND TRANSFERS.
- f. Persons hired as a regular employee, immediately following (within 20 workdays) their employment as a "temporary employee", shall have their seniority retroactive to the first date as a temporary employee.
- g. If hired into the same position, there will be no requirement to serve a probationary period if the original temporary assignment was equal to or longer in length than the probationary period set forth in Article 1, RECOGNITION, C, 8, a.

- D. For communication purposes the President of the Union shall be the official on-campus representative.
- E. The Union will provide the College with a list of current officers and representatives of the Union.

ARTICLE 2

MEMBERSHIP STATUS

A. Membership Status and Payroll Deduction

It is agreed that any Employee covered by the terms of this Agreement may voluntarily join the Union by completing the membership application and submitting it to the Union Treasurer.

Within thirty (30) days of completion of probation, the Employee may sign and deliver to the College Human Resources Department an assignment authorizing deduction of membership dues. Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Monies so deducted shall be remitted to the Union Treasurer, or its designee, no later than twenty (20) days following deduction.

Pursuant to such authorization, the Human Resources Department shall make a bi-weekly deduction from the Employee's paycheck. The amount of the deduction shall be determined by the Union Treasurer each year. In order to cancel any deduction, the Employee must give written notice to the Human Resources Department that the authorization is revoked. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Department of Human Resources.

B. Hold Harmless

The Union agrees to indemnify and save the Employer, its employees, agents, administrators and Trustees harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs and attorney fees that may arise out of, or by reason of, action taken by the Employer, or any of its employees, agents, administrators or Trustees, for the purpose of complying with this Article, provided:

1. The Employer gives timely notice of such action to the Union, and
2. The Employer cooperates with the Union and its counsel as required by law, and
3. The Union shall have complete authority to compromise and settle all claims which it defends under this section.

C. Notification

The Treasurer of the Union will be notified at the time that new Employees are hired and assigned responsibilities by the Employer.

ARTICLE 3

VACANCIES AND TRANSFERS

- A. When a position is established or becomes vacant due to termination, resignation or transfer, a notice shall be provided to all employees describing the position and advising that applications will be accepted. This notice shall specify the final date and hour for receipt of applications and shall allow a minimum of seven (7) working days. The division, classification, and brief description of the job duties shall be included. An employee who meets the qualifications for a vacancy within another division may apply and will be interviewed.

The Union President or his/her designee may sit in on interviews when filling vacancies.

1. Assignment to an ESP I vacancy shall be made on the basis of:

- a. Division:

- b. Ability to perform the assignment:

Management shall make a determination regarding the applicant's ability to perform the assignment based upon the qualifications outlined in the job description prior to providing the applicant with the trial period required by Section D.

- c. Seniority:

Applicants from within the division having the proper qualifications will be interviewed via seniority status until the position is filled and shall be sent a letter of acceptance or the reason(s) for rejection within five (5) working days. When no applicants are deemed qualified as provided in paragraph A, 1, b of this section, then the position may be filled by a new employee.

2. ESP II positions will be filled with the best qualified applicant. This determination will be subject to review through the grievance procedure.
3. Applicants from within the bargaining unit will receive a letter of acceptance or the reason(s) for rejection within five (5) working days of finalizing the appointment.
4. Internal applicants will be advised they have not been appointed before a public announcement of the appointment of an outside applicant.

- B. An increase in annual working hours for a position will not result in the position being reposted.

C. Testing:

Tests may be applied to new employees and to ESP I employees transferred to a higher paid classification if they have not been previously tested. Testing may be issued to ESP II applicants if an employee is changing job titles. Such tests shall be on file with the Director of Human Resources, and will be uniformly applied. In the event test(s) are issued, they will be issued to all applicants who are interviewed.

D. Trial Period:

1. Employees assigned a different position will be given a trial period of not less than ten (10) workdays nor more than thirty (30) workdays in which to demonstrate the ability to satisfactorily perform the duties of the job.
2. If the employee is not retained in the position or decides not to accept the position, the employee shall be reinstated in the position formerly held. If the former position does not exist, the employee shall exercise provisions related to abolishment of a position.
3. Should the employee request, during the trial period, to be returned to the position formerly held, the employee shall forfeit all bidding rights for a period of three (3) months.
4. In the event the administration requests the employee return to the former position, the employee shall immediately be eligible for the bidding procedure.

E. Evaluation:

1. All employees will be evaluated during their first year of employment and thereafter at least once every two (2) years. Copies of the form to be used will be furnished by the Human Resources Office.
2. The form must be signed by both parties when the evaluation has been completed and a copy given to the employee and a copy sent to the Human Resources Office.

F. Involuntary Transfers:

Temporary involuntary transfers may be effected only for reasonable and just cause.

There will be no permanent involuntary transfers to vacancies. This limitation will have no application to transfers made under Article 4, LAYOFF AND RECALL.

Thirty calendar (30) days notice of the intention to temporarily transfer an employee specifying the reasons for same and the position to be transferred to shall be provided to the affected employee and the Union, unless emergency conditions warrant a shorter time period. In the event of a temporary transfer, the employee shall not be reduced in pay or benefits.

ARTICLE 4

LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in hours or the elimination of a position.
- B. ESP I Division Layoff Procedures:
 - 1. When a layoff is necessary, as determined by the College, employees shall be laid off based upon seniority and ability to perform the work; that is, the employee with the least seniority shall be laid off first, etc., provided, however that a more senior employee may be laid off while a less senior employee is retained if the most senior employee does not have the ability to perform the work assigned to the least senior employee.
 - 2. An employee whose position is reduced or eliminated shall displace the least senior employee within the same classification whose job the employee has the ability to perform as determined by the College and that position is the same number of annual work hours as the employee's former position. If there is no position with the same number of annual hours, the assignment will be to the next closest number of annual hours below the employee's former annual hours. If there are no jobs in the same classification that the employee can perform, the employee shall be moved in the same manner in the next lower classification. Moves for displaced persons shall be handled in the same manner. The trial period In Article 3, D does not apply.
 - 3. Employees to be laid off shall be given a thirty (30) calendar day advanced notice and copies of such notice shall be provided to the Union. When employees who have been laid off are to be recalled, they shall be recalled in reverse order to the layoff provided the employee has the ability to perform as determined by the College.
- C. ESP II Division Layoff Procedures:
 - 1. When a layoff is necessary, as determined by the College, the employee in the affected position (defined as the same job title) with the least seniority will be laid off first. When there is only one employee in the affected position, the employee will be laid off.
 - 2. Such employee will be recalled to the position from which the employee was laid off.

D. Recall:

1. The Director of Human Resources will furnish the Union with the names of employees being recalled.
2. Each employee is responsible for keeping the College advised in writing of any change of address.
3. When an employee is recalled, the following steps will be followed:
 - a. Telephone the employee to be recalled.
 - b. Confirm the telephone conversation with a certified letter with return receipt requested.
 - c. If unable to reach by telephone, send a certified letter to the employee at the last known address as shown on the College's records. If an employee fails to report to work within ten (10) working days from date of mailing notice of recall, the employee shall be considered as having quit.
4. The employee will be eligible for recall for a period of two (2) years or the length of service with the College up to five (5) years, whichever is greater.
5. The recall provisions only apply to reductions under section A above where the employee is totally laid off.
6. Vacancies will be posted before recalling qualified employees who are eligible for recall.
 - a. ESP I vacancy postings will be sent to laid off employees within the division. If no employee within the division applies, the employee will be recalled.
 - b. ESP II vacancy postings will be sent to laid off employees within the division who held the same job title prior to layoff. If no employee with the same job title applies, the employee will be recalled.

- E. Notwithstanding any of the seniority rules contained herein, the Union President and the Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of the division seniority list provided, however, that this preferential seniority shall be only for the purpose of determining layoff and recall.

If the Union President or Chairperson of the Grievance Committee is an ESP II division employee and his/her position is eliminated, the position in the division in which he would be retained will be determined by the College. The specific position will be the one occupied by the least senior employee within the division the Union President or Chairperson of the Grievance Committee is qualified to occupy.

- F. The displacement procedures set forth in Sections B and C will not be construed to prohibit an employee from voluntarily requesting to retain their position if the annual hours are reduced. In such instances, the employee will make a non-revocable election in writing within two (2) business days of notice that their position is impacted by the layoff procedures.
1. The employees in such instances are advised that the voluntary election will be used by the College in proceedings with the Michigan Employment Security Commission as evidence to disqualify the employee for unemployment benefits.
 2. For those employees electing reduced annual hours, the future right to return to a position with greater annual hours is limited to applying for posted vacancies.

ARTICLE 5

SENIORITY

A. Seniority shall be defined as the actual years of regular, continuous service from the last date of hire within either the ESP I or ESP II division.

1. If an employee transfers between divisions, the seniority in the employee's former division will be frozen within that division. The seniority in the new division will be based upon service within that division.
2. In the event two or more employees start work on the same date, the order of seniority will be determined by casting lots.
3. Seniority will not accrue for service outside of the bargaining unit.
4. Seniority will accrue during periods of unpaid leave of absence.
5. Seniority will accrue during periods of layoff.

B. Seniority List:

Attached hereto and forming part of this Agreement is a chronological seniority list. The College shall provide the Union President and the local MEA Uniserv Director a revised seniority list during October and April of each year.

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 with the College up to five (5) years, whichever is greater.
 - f. The employee fails to return to work upon expiration of a leave of absence, or the employee fails to request return from approved leaves of absence in accordance with Article 11, ABSENCES AND LEAVES, J, 4.
 - g. The employee gives a false reason for a leave of absence or engages in other employment during such leave.

ARTICLE 6

COMPENSATION

- A. The division, classifications, and salaries of employees covered by this Agreement are set forth in Article 18, CLASSIFICATION AND WAGES. Such division, classification, and salary schedule shall remain in effect during the term of this Agreement unless otherwise specified herein.
- B. Any working time lost by the Union Grievance and Negotiating Committee shall be paid for by the College.

Whenever a committee person finds it necessary to leave work for the purpose of executing any phase of a grievance, the employee shall notify the immediate supervisor and shall be granted such leave provided there is no emergency insofar as the employee's work is concerned. In any event, the employee shall be allowed to leave within a reasonable period of time.

- C. The procedure set forth in this section is the exclusive procedure under which employees can seek a points review and to establish points for new unit positions.

If changes are instituted by the College, employees may request a points review in writing within thirty (30) working days of the change.

The request will be made to the employee's supervisor (with copy to the Director of Human Resources) and will minimally identify the following:

1. Identification of which of the point factors used in his/her opinion should be reviewed; and
2. The specific points adjustment sought for each applicable factor; and
3. A complete description of the change(s) made to the employee's position and the date(s) of the changes.

Within ten (10) working days of the request for review, the supervisor will notify the employee whether he/she believes the matter should be referred to the points review committee. If the supervisor believes the request should be referred by the points review committee (Vice-President for Administration and Finance, Director of Human Resources, supervisor and Union President), the supervisor shall forward the information to the Director of Human Resources. If the supervisor does not believe it should be referred, the employee may appeal in writing to the points review committee through the Director of Human Resources within five (5) working days of the supervisor's decision.

The committee will have jurisdiction over point appeal requests and for establishing points for new positions. Decisions of the committee require consensus of the group and

are not subject to review through the grievance procedure. In the event an employee is denied points in whole or in part, the employee will be given an explanation for the denial.

The determination of the committee will be made in writing within thirty (30) working days of the date of the request being referred by the employee's supervisor or the appeal request is received from the employee.

D. Payment will be made on a biweekly basis on alternate Fridays.

E. Entrance Wage Rates:

1. Original appointment to any position shall be made at the minimum rate and advancement from the minimum rate within a salary or wage range shall be by successive steps. Employees may be granted advanced placement on the schedule regardless of years of service at the sole discretion of the Collage. The Director of Human Resources may approve initial compensation for a position at a rate higher than the minimum rate in the range for the classification when the needs of the service make such action necessary; provided that such an ESP I employee shall not be initially compensated above the third (3) step of the range. ESP II employees may be granted advanced placement on the schedule regardless of years of service at the sole discretion of the College.
2. Employees transferring between divisions or between pay classification within a division will be placed at the pay rate closest to but not less than the employee's former rate. If the employee's former rate is above the top step in the new classification, the employee will be placed on the top step.

If an employee accepts a transfer to another position in the same classification, the employee shall retain the same increment step in the new position with no probationary period.

F. Salary Schedule Steps:

1. Service requirements for advancement within pay ranges and for other purposes as specified herein shall have the implication of continuous service which means employment in the College's service without break or interruption of service.
2. An employee must be actively on payroll (receiving a paycheck) at least fifty (50) percent of the hours the employee's position is scheduled to work in a full fiscal year in order to qualify for a step increase on July 1. Employees hired during the year or who were laid off or on unpaid leave, must meet this requirement.
3. Salary steps within each category are based upon one (1) year. Employees hired between July 1 and December 31 shall be given credit for that fiscal year. Employees employed between January 1 and June 30 shall remain on that step through the following fiscal year. All salary steps are effective for a complete fiscal year which extends from July 1 through June 30.

- G. Employees working on college-wide standing committees shall be remunerated at their normal hourly rate for time worked on the committee which is outside of the employee's normal workday. Overtime will only be paid in such instances where required by law.

ARTICLE 7

HOURS OF WORK AND OVERTIME

- A. The normal workday for full-time employees shall be seven and one-half (7-1/2) consecutive hours per day. The normal workweek shall be Monday through Friday.

The College will not require an employee regularly to work in excess of the normal workweek.

It is recognized that supervision may continue to establish certain positions with flexible/alternative daily and/or weekly schedules. Such employees will be given the schedule of work days and weekly hours for the semester at least one (1) week prior to the first scheduled work day of each semester. In the event of changes after the notice deadline, the employee will be notified as soon as possible. Nothing will preclude such employees from requesting adjustments from supervision in the distribution of weekly hours or workdays.

- B. Twelve (12) month employees shall normally be scheduled for fifty-two (52) weeks. This does not preclude the scheduling of a less than 12-month position.
- C. Daily starting and ending time shall be established by the College Executive Council or its designee.
- D. All employees scheduled to work at least six (6.0) consecutive hours in a day, shall be entitled to a duty-free, uninterrupted lunch period. The length of the noon hour shall be not less than one-half (1/2) hour nor more than one (1) hour. Where an employee is required to work through the lunch period, this provision will not apply and the employee will be paid for the time worked.
- E. The following provisions will apply to overtime:
1. The employee shall be paid time and one-half (1-1/2) for all work approved by the employee's supervisor in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in one week.
 2. All work performed on Sunday, as such, shall be paid for at double (2) time. All work performed on Saturday, as such, shall be paid for at time and one-half (1-1/2).
 3. Section E (1) and (2) will not apply where an employee has a flexible/alternative schedule. In such instances, state and federal standards will apply.
 4. Compensatory time will be available subject to mutual agreement between the employee and the supervisor and will be subject to state and federal guidelines.

- F. Fifteen (15) minute rest breaks may be taken, one each a.m. and p.m. for employees scheduled to work at least seven and one-half (7.5) consecutive hours in a day. Employees scheduled to work at least three hours and forty-five minutes (3.75) consecutively, may take one (1) fifteen (15) minute rest break. Employees will notify their immediate supervisor or the Director of Human Resources if leaving work station becomes necessary.
- G. Inclement Weather Procedure:
1. Should classes be cancelled because of weather but offices remain open to the public, the start-up time for employees shall be delayed until 10:00 a.m. In the event an employee is unable to report at the 10:00 a.m. delayed start-up time, either Article 9, VACATIONS or Article 11, PERSONAL/EMERGENCY LEAVE, G, may be utilized to compensate the employee should they so request.
 2. Should the College be closed, employees will not be required to report to work nor shall they be considered absent.
- H. Any time an employee is called in on a day off or after leaving work for the day, the employee shall be paid a minimum of four (4) hours at time and one-half (1-1/2) the regular rate.

ARTICLE 8

HOLIDAYS

- A. Employees whose work year includes the following days shall receive their regular rate of pay for each of the holidays listed below provided the employee was otherwise scheduled to work on the day of the week in which the holiday falls and the day falls within the employee's work year (between the employee's first and last day worked in a fiscal year).

Whenever any of the holidays listed below fall on a Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday will be observed. Weekend holidays may be rescheduled on different days if mutually agreed upon.

Good Friday	Labor Day
Easter Monday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Every day beginning Christmas Eve Day through New Year's Day

The holiday provisions will be implemented in such a manner as to assure that the employee's regular weekly pay will not be increased or decreased.

- B. An employee shall be eligible for holiday pay under the following conditions:
1. The employee shall have worked the last scheduled workday prior to and the next scheduled workday following the holiday unless the employee is on an approved paid absence. In the event of sickness, a doctor's certificate may be required. If a holiday is observed on an employee's scheduled vacation, the employee's vacation shall be extended one (1) extra day.
 2. There shall be no holiday pay for an employee on suspension, unless later reinstated.
 3. Should an employee be required to work on a holiday, the employee shall receive two (2) times the employee's hourly rate in addition to the employee's holiday pay unless the employee has a flexible/alternative schedule.
 4. The holiday shall count as a day worked in the computation of overtime.
 5. In the event the College is officially closed at 5:00 p.m. on the day preceding a holiday, an employee whose schedule ends on that day after 5:00 p.m. will be dismissed with pay for the balance of the shift unless the employee's supervisor determines there is some operational reason for the employee to remain.
 6. Any employee (except those with alternative/flexible schedules) who is required to work any of the non-traditional holidays between Christmas Eve and New

Year's Day (to process grades, payroll, or do other mutually agreeable tasks which can only be done in that specific time period) shall be compensated for days worked with compensation day(s) at a day for day exchange rate; such days shall be used at the employee's discretion during the contract year providing such selection does not interfere with the College calendar.

In the event an employee (except those with alternative/flexible schedules) is required to work over 8.0 hours on any one day during this week (example: 8 hours or more), the employee will be compensated with compensation time at 1.5 times for each hour worked over 8.0 hours.

7. Employees with alternative/flexible schedules who must work on a paid holiday, will have another work day designated off with pay.
8. The number of hours paid for a holiday will be consistent with the number of hours the employee is regularly scheduled for the day.

ARTICLE 9

VACATIONS

A. Employees shall receive vacation with pay, in accordance with the following schedule:

Prob. Period - 2 years	10 working days
3 years	11 working days
4 years	12 working days
5 years	13 working days
6 years	14 working days
7 years	15 working days
8 years	16 working days
9 years	17 working days
10 years	18 working days
11 years	19 working days
12 years	20 working days
14 years	21 working days
17 years	22 working days
20 years	23 working days
23 years	24 working days

Employees hired after 6-30-2014 will accrue a maximum of 20 working days per fiscal year.

1. Unused vacation time is not reimbursable unless mutually agreed upon between the employee and the Director of Human Resources prior to June 30. Vacation time need not be taken in consecutive days. Employees may carry over up to five (5) days vacation leave to the next year. Requests for such carry-over vacation shall be made prior to June 1.
2. Vacation days earned shall be credited for non-probationary employees on the first day of each month and shall be used by employees within the fiscal year in which it was credited or the succeeding fiscal year.

Vacation schedules will be subject to the approval of the employee's supervisor.

3. Vacation time may be taken in hourly increments.
 4. Employees shall have paid vacation leave for the first (1) year prorated on the basis of actual months worked in proportion to total months of the year.
- B. Part-time employees shall have vacation at their regular rate of pay prorated in accordance with the total hours worked.

Placement on the schedule will be impacted by periods of layoff and unpaid leaves. Credit will only be given for work time within the bargaining unit.

- C. An employee who resigns does not forfeit the employee's right to any unused earned vacation time and shall be paid for such time in the employee's termination check, provided a letter of resignation was received by the Director of Human Resources at least two (2) weeks prior to the effective date of resignation.
- D. In the event of death of any employee, who at the time of death was eligible for vacation leave under the above provisions, such employee's vacation pay shall be paid to the deceased employee's heirs or estate.
- E. If a regular payday falls during an employee's scheduled vacation, the employee may request and receive vacation pay on the scheduled payday preceding the employee's vacation.

ARTICLE 10

GRIEVANCE PROCEDURE

A. Definition:

A grievance is defined as any controversy between the parties hereto which relates to:

1. Working conditions at the College buildings applicable to this bargaining unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.
3. The term "working days" as used herein refers to business days on which the College is operating.

Grievances under A, 1, can only be processed up to step three (arbitration is excluded). If the Association is not satisfied with the answer at Step Three, the Association can request mediation of the grievance within seven (7) working days through the Michigan Employment Relations Commission.

B. For the purpose of representation in negotiations and in grievance procedures, the College recognizes one committee composed of three (3) members and the Union President.

C. Procedure:

1. Step One:

Any employee with a complaint should discuss this complaint with the immediate supervisor; a member of the Grievance Committee being present or absent at the option of the employee. Such discussions will transpire within five (5) working days of the incident giving rise to the grievance or discovery of the incident.

If this meeting does not effect settlement within five (5) working days, then the grievance shall be reduced to writing and signed by the Committee Chairperson who shall present it to the immediate supervisor for a written answer, which shall be given within five (5) working days. The College's copy shall be given to the immediate supervisor.

2. Step Two:

Within seven (7) working days after receiving the written answer provided for in Step One, the Grievance Committee may process the grievance further by requesting a meeting with the Director of Human Resources and the Uniserv Director of the Union or their delegated representatives. They shall meet within ten (10) working days at a mutually designated location and try to resolve the matter. As soon as possible, but within ten (10) working days after the conclusion

of this meeting, the Director of Human Resources shall, in writing, give a decision or position with respect to the grievance to the Union.

3. Step Three:

If the grievant or the Union does not reach resolution of the grievance with Step Two, the grievance will be submitted to the College President within seven (7) working days after receiving the written decision at the Step Two level. The President of the College will then have ten (10) working days to respond to the grievance.

4. Step Four:

Only the Union shall have the right to appeal a grievance to arbitration.

If Step Three does not effect settlement, the Union shall have the right to submit the matter to the American Arbitration Association; provided that the Union shall file a Demand to Arbitrate with the American Arbitration Association within thirty (30) working days of the disposition at Step Three. If the Union does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator.

- a. The arbitrator 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 the arbitrator shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.
- b. The cost of such arbitration shall be borne equally by the College and the Union and the decision of the arbitrator shall be final and binding on both parties.

- D. In all steps of the grievance procedure described above, either the College or the Union shall have the right to specify that the aggrieved employee or the employee's immediate supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the College and the Union.
- E. If the Union files a grievance, it shall be introduced at Step Two of the grievance procedure.
- F. No monetary claim by an employee covered by this Agreement or by the Union against the College shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that the employee or the Union had grounds for such claim prior to that date, in which case, the claim shall be

limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

- G. Permission shall be granted to the Michigan Education Association to enter the College for the purpose of representation.
- H. Failure of the Union to observe a timeline will constitute a withdrawal of the grievance. Failure of the College to observe the timelines will afford the Union the right to appeal to the next level within the same timelines for appeal as if the answer had been issued. Time limits may be extended by mutual consent.
- I. A grievance may be withdrawn at any step by the Union without prejudice.
- J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- K. No employee shall lose any compensation due to participation in or use of the grievance procedure.

ARTICLE 11

ABSENCES AND LEAVES

A. Personal Sick Leave:

Upon employment, employees become eligible for fifteen (15) sick leave days to be used in case of personal illness during the first (1) year in the system. Commencing with the second (2) year, an additional sick leave allowance of fifteen (15) days will be granted each year. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave for employees working less than 37-1/2 hours per week and fifty-two (52) weeks will be prorated based on their scheduled year.

1. Retiring employees who have applied and qualify to receive compensation for State retirement funds from MPSERS shall receive payment for twenty (20) percent of unused sick leave upon initiation of retirement. For employees beginning employment on or after July 1, 2014 will receive payment for ten percent (10%) of unused sick leave upon initiation of retirement.
2. Absence due to illness in excess of accumulated sick leave will automatically place employee on leave without pay for additional days missed in excess of sick leave, such leave will be without fringe benefits. Employees may elect to pay for their fringe benefits during this absence.
3. A record of cumulative sick leave will be compiled and reported with the first check received in August.
4. Sick leave for new employees shall be prorated to June 30.
5. An employee on sick leave during a paid holiday (as listed under Article 8, HOLIDAYS), shall be paid for the holiday and it shall not be deducted as a day of sick leave.
6. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall receive from the College the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of their accumulated sick leave, for a maximum of six (6) months from the date of injury.
7. Employees who are absent for three (3) days or more may be required to provide medical verification when returning to work. Verification may also be required at other times usage of paid leave time is in question.

B. Family Illness:

Employees required to be absent because of an illness of a member of the immediate family may draw the regular salary not to exceed seven (7) days at any one time and shall be deducted from sick leave allowance.

The term immediate family shall be defined to include grandparents and grandchildren, father, mother, stepparents, sister, brother, children, spouse, in-laws of the employee, stepsons or stepdaughters, half-brothers or half-sisters and any dependents (as approved by the Internal Revenue Annual Financial Report) living within the household.

C. Bereavement Leave:

Employees absent from duty because of the death of a member of the immediate family (as defined in Paragraph B) 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.

The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. The employee shall notify the immediate supervisor before being absent from work.

D. Jury Duty Leave:

An employee shall be considered on leave of absence when called for or ordered to report for jury duty. The employee will receive a regular rate of pay in exchange for payment received from the court.

E. Witness Leave:

An employee shall be considered on leave of absence when subpoenaed to attend court proceedings or to appear in court as a witness in any case connected with the College. The College shall pay the difference, if any, between the per diem rate of the employee and the amount received for services as a witness.

F. Conference Leave:

Employees may be released from regular duties for the purpose of attending area or regional conferences or workshops. Requests for such leaves must be made at least five (5) working days in advance to the employee's immediate supervisor. Such leaves shall be paid for by the College at the employee's regular salary.

When an employee is directed to go to an out-of-town conference or workshop or the employee requests to go to a conference or workshop and is approved to attend, the time spent in transit and in attendance during the conference or workshop will serve to reduce the employee's work week obligation on site at the College. For example, if the conference or workshop lasts 4.0 hours and the transit time is 3.0 hours each way, the

employee's work week will be reduced by 2.5 hours. The specific schedule adjustments will be arranged with the employee's supervisor.

G. 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, moneymaking activities or other employment and must be taken in no less than-one (1) hour 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 Director of Human Resources). Reason for leave need not be stated unless the normal deadline is passed. In case of suspected misuse, the employee will verify proper use of this leave.

H. Association Leave:

The Union shall have a bank of ten (10) days per year to be used for attendance at Union associated conferences/seminars. Such leave will be requested of/approved by employee's immediate supervisor. The College shall be reimbursed wages and payroll related fringes by the Union. No one person shall be allowed to take more than five (5) consecutive days.

I. Family and Medical Leave Act:

1. Upon request, the College shall grant unpaid leaves of up to twelve (12) work weeks to eligible employees as defined in the Family Medical and Leave Act for the following reasons:

- a. The serious health condition of the employee; or
- b. The serious health condition of the employee's spouse or parent, or child, or
- c. The birth of a child; or
- d. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position within the same division and classification which is equivalent in pay, benefits, hours, and other terms and conditions of employment.

3. Subject to the limits in this agreement, the employee shall be required to use accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.
4. Fringe benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall continue to accrue during the leave.
6. To the extent afforded by law, the employee shall have the right to take the leave on a reduced or intermittent schedule.
7. Whenever practicable, the employee will provide the College at least thirty calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; and the expected ending date.

J. Leaves of Absence without Pay or Fringe Benefits:

1. Unless otherwise stated, leaves:
 - a. must be applied for in writing; and
 - b. are without pay or fringe benefits (Fringe benefit coverage may be continued at the employee's expense. Termination of benefits will be initiated on the first day of the first full calendar month following the first day of leave); and
 - c. the vacancy created by such leave will be filled as a temporary vacancy and the employee returning from a leave returns to the position held or a comparable position at the time the leave was granted; and
 - d. when applicable, doctor's verification of ability to return to work will be provided by the employee.

2. Available leaves will include the following:

a. Union Leave:

In the event an employee is elected by the Michigan Education Association or National Education Association to any state or national position for two (2) years, which necessitates a leave of absence, the employee shall be granted such leave of absence.

b. Personal Illness:

An employee shall be granted a leave of absence for a period not to exceed one (1) year for personal illness, either physical or mental, that is substantiated by medical documentation.

c. Prolonged Illness:

An employee shall be granted a leave of absence for a period not to exceed one (1) year for prolonged illness of spouse, children or parents of the employee, that is substantiated by medical documentation.

d. Childcare/Adoption Leave:

An employee, after completing the probationary period, shall be granted a childcare/adoption leave without pay for a period not to exceed one (1) year upon request.

Notice of intention to return from leave must be sent in writing to the Director of Human Resources thirty (30) calendar days prior to the intended return.

An employee returning from a childcare/adoption leave may expect to return to the same position or a comparable position.

Upon return, all benefits possessed at the time of the leave will be restored.

For employees absent due to temporary disabilities caused by pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave.

e. Educational Leave:

Educational leave may be granted to employee under the following conditions:

- (1) The leave must not exceed one (1) calendar year.
- (2) An employee must have been employed two (2) years prior to requesting leave.
- (3) There must be a lapse of five (5) years between leaves.
- (4) The employee must notify the College thirty (30) calendar days in advance of the employee's intent to return to work.
- (5) The employee may return to the same position or a comparable position.

3. Unauthorized and Unreported Absences:

All unauthorized and unreported absences shall be considered absence without leave and deduction of pay for the employee shall be made for the period of

absence. Such absences, if habitual or over three (3) successive workdays, may be made the grounds for disciplinary action by the Director of Human Resources upon recommendation of the immediate supervisor.

4. Return from Leaves of Absence:

Leaves of absence for over one (1) year for Union Leave or Worker's Compensation are made from the College and not from a specific position therein. The employee will be reassigned to the same division and classification, or its equivalent. Return from approved leaves of absence (except twenty (20) day leave) must be requested by the employee in writing to the Director of Human Resources not later than thirty (30) calendar days prior to the termination of the employee's leave. Failure to comply with this regulation shall be considered as a resignation and a forfeit of seniority rights.

5. An employee may not take another position outside the College while on an approved leave without the approval of the Director of Human Resources.

ARTICLE 12

RESIGNATIONS

- A. Any employee desiring to resign shall submit a written resignation to the Director of Human Resources at least two (2) weeks prior to effective date.
- B. Any employee who discontinues service without proper notification shall forfeit the right to earned vacation time.
- C. Any employee who desires to be transferred to a supervisory or executive position and shall later return within sixty (60) days shall be entitled to retain such seniority rights as the employee may have obtained under this Agreement prior to such transfer to supervisory or executive status.
- D. Any employee who has resigned and at a later date is re-employed may, at the time of rehiring, be allowed up to four (4) years on the salary schedule for previous experience for the position. Such employee shall be considered a probationary employee. One (1) year part-time experience shall be equated to one-half (1/2) year of experience, but temporary employment does not apply.

ARTICLE 13

DISCHARGE, DEMOTION AND DISCIPLINE

- A. A non-probationary employee will not be disciplined, suspended or discharged without just cause. When an employee is disciplined, discharged or suspended, the College shall send, within twenty-four (24) hours, notification in writing to the Grievance Committee Chairperson.

- B. If the Union wishes to protest the discipline, discharge or suspension, it shall notify in writing the Director of Human Resources within seven (7) days. Failure to file such notification within seven (7) days shall constitute acceptance by the Union that the discipline, discharge or suspension was appropriate. If notification of protest is given by the Union within seven (7) days, it shall become a grievance and subject to the grievance procedure specified in Article 10, GRIEVANCE PROCEDURE, Section C (except Step One shall be eliminated).

ARTICLE 14

MISCELLANEOUS

- A. Office equipment located at the employee's work station may be made available to employee's for their reasonable use outside of working hours provided that prior arrangements have been made for the purchase of any school materials used and the College shall not be held liable for any injury to the employee while using such equipment.
- B. Employees who are authorized to use personal vehicles for College business will be reimbursed for mileage at the IRS rate per mile.
- C. When students are ordered to evacuate a building due to an emergency, all employees shall be included in the evacuation.
- D. Persons who are excluded from the bargaining unit shall not regularly perform ESP I division bargaining unit work, except as provided in Section E.
- E. Students on co-op programs or work-study programs shall be given assistance and direction as required and shall be considered supplemental to the work schedules of the College ESP I division employees. If any employee or the Union feels that there is an infringement on ESP I unit work resulting in loss of hours or loss of personnel in the unit, this may be taken up for discussion between the parties subject to the grievance procedure.
- F. Sections D and E above shall not apply to ESP II division work. With regard to ESP II division work, the parties agree as follows:
 - 1. The College may use students and/or volunteers to supplement work normally performed by the bargaining unit which is grant-funded either during the term of the grant or after its expiration.
 - 2. The College may use students and/or volunteers to supplement work normally performed by the bargaining unit which is subsidized by the general fund.

If such work is eliminated after September 1, 1999, and students and/or volunteers were being used to supplement said work, the continued use of students and/or volunteers is prohibited, absent agreement between the parties to the contrary. This limitation will not apply to the Volunteer Center.
 - 3. The use of persons outside of the unit is not prohibited at off-campus locations (i.e. Interactive TV, etc.) that are not owned by the College.
- G. The College will not be required to use ESP I and ESP II unit employees interchangeably.

- H. Copies of this Agreement shall be duplicated at the expense of the College and presented to all employees now employed or hereafter employed by the College during the duration of the Agreement.
- I. Since efficient College administration is promoted when employees are working within their area of competence without excessive and overburdening demands, employees shall not, without their consent, be assigned non-bargaining unit work.
- J. In the event "work days" conflict with the College calendar, the College reserves the right to change them (with proper notice).
- K. If the College elects to close down for any period of up to two (2) weeks, employees having vacation time may use it during the period. Any shutdown will be announced thirty (30) calendar days prior to proceeding with the shutdown.
- L. 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 employees, their spouses, and dependent unmarried children as defined by the IRS
- M. Due to the limited credit course schedule opportunities in certain areas, it may be necessary for members of Union to take a course outside of the scheduled lunch hour period. Approval will be based on the following criteria:
 - 1. The course to be taken must be work related and/or be part of an associate degree requirement, program prerequisite or is work related upgrading
 - 2. The determination as to whether or not the course and/or degree is work related will be made by a committee comprised of three administrators and three Union members
 - 3. The course to be taken is not available during non-working hours
 - 4. The employee will be limited to enroll in one ACC credit course per semester outside of the normal lunch period of 11:00 a.m. - 1:00 p.m. during normal work hours
 - 5. The employee and supervisor will bring a proposal (including: course to take, time of course, office coverage, and coverage of time missed) to the Committee.
 - 6. The Committee will make a final determination based on criteria listed in item 5.
 - 7. This policy applies only to credit courses at Alpena Community College.
 - 8. The time missed taking a class will be made up that day. Make-up will not put employee(s) in overtime status. Where the College does not provide for job-related training and the course is pre-approved to be taken for that purpose by the immediate supervisor and the Director of Human Resources, the make-up requirement will not apply.

- N. This Agreement 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.

- O. A cross-constituent committee will meet at least twice a semester to provide a mechanism to maintain communication and to discuss and evaluate issues using method developed in mutual gains training, regarding but not limited to upholding this agreement, sharing information, and reinforcing strategic planning and budgeting of the College resources based on data that concerns the health and financial viability of the College. Members shall include representatives of the joint negotiation and data team. The committee's role is advisory in nature.

ARTICLE 15

RESERVATION OF RIGHTS

- A. Nothing in this Agreement shall be deemed to limit or restrict the College 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.

- B. The College on its own behalf and on the behalf of the electors of the 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, including the right to select and hire, to promote to better position, to maintain discipline and efficiency of employees, and the right to discharge, voluntary transfer or discipline non-probationary employees for just cause is recognized by both the Union and the College as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

ARTICLE 16

EQUAL OPPORTUNITY

- A. Equal employment opportunity for all persons, regardless of race, color, national origin, religion, age, sex or handicap is a fundamental policy of Alpena Community College. It is a legal, social and economic necessity for the College.
- B. Additionally, colleges that receive federal funds, such as financial aid, vocational monies and special project funds, are required to ensure that applicants are employed, and that employees are treated, without regard to their race, color, national origin, religion, age, sex or handicap.
- C. 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.

ARTICLE 17

INSURANCE BENEFITS

A. Premiums will be paid by the employee during the months between the regular student school year if the employee is not regularly scheduled to work during such periods.

B. 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 Employer shall provide the following Michigan Education Special Services Association (MESSA) **ABC Plan 1** for the Employee and his/her eligible dependents as defined by MESSA. A designee of the Board of Trustees shall sign an Employer Participation Agreement. The College and the Union shall discuss annually the plan to be provided.

The Employer shall pay to the Employee's Health Savings Account (HSA) any amounts exceeding the aggregate difference between the premium and the hard cap set by Michigan Public Act 152 of 2011 (MI PA 152) through a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate of premiums and subtracting from the aggregate caps. The total will be distributed directly to the Employees' HSA based on single or two person/full family premiums paid on the first (1st) payroll of each month.

In the event premiums exceed the aggregate cap for the plan, the Employee shall contribute through payroll deduction toward their premium using a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate cap for the plan and subtracting from the aggregate premiums. The total funds due will be allocated to the members based on single or two (2) person/full family premiums paid, and contributions will be processed monthly through payroll deduction on the last payroll of each month prior to premium due date. If significant changes occur within MI PA 152, the Employer and Association will mutually agree on how to handle the impact of the changes.

At age sixty-five (65) the employee is required to enroll in Medicare in order to qualify for the above coverage.

C. Cash In-Lieu of Healthcare:

Employees not electing health insurance will receive: Full-family subscribers, Three Hundred Thirty Dollars and 16/100 (\$330.16), two-party subscribers, Two Hundred Eighty-Two Dollars and 98/100 (\$282.98), single subscribers, One Hundred Thirty-Four and 74/100 (\$134.74) each month. According to MESSA regulations, the employee must provide proof of coverage under another insurance policy in order to receive cash in lieu of insurance. The employee may elect to retain this amount in cash or apply this amount

to tax sheltered annuities, or non-taxable variable options available through MEA Financial Services, MESSA, or other companies available through the College. Any contribution amounts exceeding the College subsidy shall be payroll deducted pursuant to the authority in MCLA 408.477. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

This option is not available when both husband and wife are Employees of Alpena Community College and one spouse is receiving health insurance through a group plan of the Employer. The Employee must annually sign a document stating that they have other health insurance coverage and indemnifying the Employer from any liability in connection with medical costs.

D. Dental Care:

The College shall provide dental care Insurance. The specifications and carrier shall be determined by the College. Coverage cannot be less than provided in June of 2006 (MESSA Delta Dental \$1,000 per person total per benefit year on Class I, II and III 80/80/60); 50% co-pay up to \$1,000 per person lifetime orthodontic maximum on Class IV. These funds shall be limited to one plan per household.

E. Vision Care:

The College shall provide intermediate vision insurance to all employees. The coverage will not be less than provided in June of 1999 (MESSA VSP-2). Vision coverage is limited to one plan per household. The specifications and carrier shall be selected by the College.

F. Life Insurance:

The College shall provide a term life insurance plan with an accidental death and dismemberment, in the amount of two (2) times regular annual wages (i.e., excludes supplemental pay for overtime, additional hours, longevity, etc.) up to a maximum benefit of \$50,000. The insurance carrier shall be selected by the College.

At age sixty-five (65), the value of life insurance may be reduced as provided by the terms of the insurance policy.

With the exception of the cash option in lieu of health care in Section B, funds provided for fringe benefits in this section cannot be used for any other purpose.

G. Long Term Disability Insurance:

The College will provide 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 twentieth (120th) day of disability 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.

The coverage will not be less than provided in June of 2006. The specifications and carrier shall be selected by the College.

- H. The College will provide without cost to the Union, a plan document for Section 125 administration.

To elect a tax deferred annuity from established College plan(s), the employee shall enter into a salary reduction agreement.

ARTICLE 18

WAGES

A. Hourly Wages –ESP I & II

1. For contract years 2014 – 2017, all salary schedules will remain at the 2013 – 2014 level. For contract year 2017 – 2018 salary schedules will increase by one percent (1%), as set forth below:
2. For contract year 2014 – 2015 step increase will not be given.
3. For contract years 2015 – 2016, 2016 – 2017, and 2017 – 2018 step increases will be given according to the schedule.
4. For contract years 2015 – 2016 and 2016 – 2017 for those employees not eligible for a step increase because the top step has been reached a two percent (2%) stipend calculated on the normal scheduled hours multiplied by the base pay rate multiplied by two percent (2%) will be given. The total stipend will be divided by the number of pays normally paid to an employee, for most Employees that will be twenty-six (26) and paid accordingly commencing with the Employee’s first pay in the new contract year. Payments will cease upon the termination of the Employee or change in division occurs.
5. For contract year 2017 – 2018 salary schedule will increase by one percent (1%).

ESP I Wages
2014 - 2015 - 0%

Step	1	2	3	4	5
A.	16.35	17.17	18.06	18.92	19.84
B.	15.30	16.11	16.82	17.69	18.56
C.	14.35	15.10	15.79	16.59	17.41
D.	13.83	14.49	15.21	15.96	16.72

2014 - 2015: 0%

2015 - 2016: 0% + steps or 2% stipend for off schedule employees

2016 - 2017: 0% + steps or 2% stipend for off schedule employees

ESP I Wages
2017 - 2018 - 1%

Step	1	2	3	4	5
A.	16.51	17.34	18.24	19.11	20.04
B.	15.45	16.27	16.99	17.87	18.75
C.	14.49	15.25	15.95	16.76	17.58
D.	13.97	14.63	15.36	16.12	16.89

2017 - 2018: steps + 1%

ESP II Wages
2014 - 2015 - 0%

Step	1	2	3	4	5	6	7	8	9	10	11
A.	9.62	9.90	10.18	10.51	10.80	11.13	11.47	11.81	12.17	12.54	12.93
B.	10.71	11.04	11.36	11.72	12.07	12.44	12.80	13.81	13.56	13.97	14.40
C.	11.81	12.17	12.53	12.92	13.33	13.71	14.13	14.53	14.97	15.40	15.87
D.	12.93	13.34	13.73	14.15	14.57	15.00	15.41	15.88	16.35	16.86	17.38
E.	14.01	14.43	14.86	15.31	15.75	16.25	16.73	17.22	17.75	18.29	18.83
F.	15.28	15.72	16.22	16.69	17.17	17.70	18.21	18.77	19.33	19.91	20.52
G.	16.54	17.03	17.53	18.06	18.60	19.16	19.75	20.32	20.94	21.58	22.22
H.	17.79	18.34	18.86	19.43	20.01	20.63	21.24	21.87	22.52	23.17	23.89
I.	19.03	19.60	20.19	20.79	21.40	22.06	22.72	23.42	24.12	24.83	25.55
J.	20.28	20.90	21.51	22.17	22.83	23.50	24.22	24.93	25.70	26.46	27.27
K.	23.27	23.99	24.71	25.43	26.21	26.97	27.79	28.63	29.50	30.40	31.31
L.	27.62	28.46	29.33	30.22	31.14	32.09	33.07	34.07	35.11	36.18	37.29

2014 - 2015: 0%

2015 – 2016: 0% + steps **or** 2% stipend for off schedule employees

2016 – 2017: 0% + steps **or** 2% stipend for off schedule employees

ESP II Wages
2017 - 2018 - 1%

Step	1	2	3	4	5	6	7	8	9	10	11
A.	9.72	10.00	10.28	10.62	10.91	11.24	11.58	11.93	12.29	12.67	13.06
B.	10.82	11.15	11.47	11.84	12.19	12.56	12.93	13.95	13.70	14.11	14.54
C.	11.93	12.29	12.66	13.05	13.46	13.85	14.27	14.68	15.12	15.55	16.03
D.	13.06	13.47	13.87	14.29	14.72	15.15	15.56	16.04	16.51	17.03	17.55
E.	14.15	14.57	15.01	15.46	15.91	16.41	16.90	17.39	17.93	18.47	19.02
F.	15.43	15.88	16.38	16.86	17.34	17.88	18.39	18.96	19.52	20.11	20.73
G.	16.71	17.20	17.71	18.24	18.79	19.35	19.95	20.52	21.15	21.80	22.44
H.	17.97	18.52	19.05	19.62	20.21	20.84	21.45	22.09	22.75	23.40	24.13
I.	19.22	19.80	20.39	21.00	21.61	22.28	22.95	23.65	24.36	25.08	25.81
J.	20.48	21.11	21.73	22.39	23.06	23.74	24.46	25.18	25.96	26.72	27.54
K.	23.50	24.23	24.96	25.68	26.47	27.24	28.07	28.92	29.80	30.70	31.62
L.	27.90	28.74	29.62	30.52	31.45	32.41	33.40	34.41	35.46	36.54	37.66

2017 – 2018: steps + 1%

B. Longevity:

1. ESP I SECRETARIAL:

3.5% longevity pay will be paid anyone beyond their fifth (5th) anniversary.

4% longevity pay will be paid anyone beyond their tenth (10th) anniversary

4.5% longevity pay will be paid anyone beyond their fifteenth (15th) anniversary

5% longevity pay will be paid anyone beyond their twentieth (20th) anniversary

Longevity payments will be made once per year on the first payday of July based on the anniversary date of employment attained by the Employee during the preceding fiscal year.

2. ESP II TECHNICAL:

\$500 Beyond 5 years of service

\$1,000 Beyond 10 years of service

\$1,500 Beyond 15 years of service

Longevity payments will be made once per year on the first payday of September based on the anniversary date of employment attained by the Employee during the preceding fiscal year.

3. Only continuous service time as a regular employee within the bargaining unit since the employee's last date of hire will count for purposes of longevity eligibility.

4. Time spent on unpaid leaves of absence, layoff, employment outside of the bargaining unit, prior employment when rehired and non-regular employment status, will not count for purposes of longevity pay.

C. Shift Differential:

An eighteen (.18) cent per hour shift differential shall be paid to those employees whose regular schedule of hours begins at 2pm or later.

D. Education Compensation:

A twenty-five cent (.25) per hour rate will be paid to ESP I employees having earned an Associate Degree.

A \$500 per year stipend will be paid to ESP II employees who have earned an Associate's Degree.

E. In-Service:

All employees will be encouraged to participate in any scheduled in-service that is not offered during traditional "registration week." When these in-services are scheduled, the offices will be closed and advance notice posted so that all employees will be afforded the opportunity to attend.

ARTICLE 19

TERMINATION CLAUSE

The terms of this Agreement shall become effective upon ratification by the parties, except as otherwise noted, and continue until June 30, 2018. 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 renewal.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan.

FOR THE BOARD OF TRUSTEES:

ALPENA COMMUNITY COLLEGE

EDUCATIONAL SUPPORT
PROFESSIONALS/MEA/NEA

Olin Joynton, President

Deb Larson, UniServ Director

John Briggs, Board of Trustees Chair

Kimberly Montague, President

Richard Sutherland, Negotiator

Michael Meyer, Negotiator

Carolyn Daoust, Negotiator

Jackie Witter, Negotiator

Mike Kollien, Negotiator

APPENDIX A: POSITION TITLE AND POINT ASSIGNMENT
May 18, 2014

ESP 1 - SECRETARIAL

First	Last	Position Title	Points	Class	Status	Annual Hours
Jackie	Witter	Assistant-Academic and Student Affairs	850	A	Full-Time, 12 Month	1950
Lorie	Cadieux-Lawrence	Accounts Receivable Secretary	845	A	Full-Time, 12 Month	1950
Jean	Waeiss	Secretary – Talent Search	830	A	Part-Time, 25-30 hrs/wk, 12 Month	1560
Vacant		Secretary – Accounts Payable	820	A	Full-Time, 12 Month	1950
Barbara	Szczesniak	Assistant to the Executive Director of the ACC Foundation/Director of Development	820	A	30 hrs/wk, 12 Month	1560
Susan	Willyard	Secretary/Buyer - Bookstore	820	A	Full-Time, 12 Month	1950
Kathryn	Momrik	Cashier	815	A	Full-Time, 12 Month	1950
Lori	Pulda	Assistant to the Director of Huron Shores Campus	815	A	Full-Time, 12 Month	1950
Marlene	Vanderwyst	Financial Aid Office Coordinator	815	A	Full-Time, 12 Month	1950
Kathleen	Vought-Skuse	Assistant to the Registrar	810	A	Full-Time, 12 Month	1950
Ann	Schultz	MIS Assistant Operator/Help Desk Coordinator	800	A	Full-Time, 12 Month	1950
Lisa	Brege	Secretary-SSS/TCS/Nursing/Med Asst Programs	780	B	Full-Time, 12 Month	1950
Kerrie	Kamyszek	Secretary – Workforce Development	720	B	Full-Time, 12 Month	1950
Debra	Kozlowski	Clerical Assistant-Registrar's Office	700	B ¹	Full-Time, 12 Month	1950
Sally	Shubert	Secretary – Facilities Management	690	B	Full-Time, 12 Month	1950
Connie	Kaczorowski	Registrar's Office Clerical Assistant/Word Processing	685	B	Full-Time, 12 Month	1950
Suzanne	Geiersbach	Assistant to the Director of Admissions	665	B	Full-Time, 12 Month	1950
Barbara	Szczesniak	Secretary – World Center for Concrete Technology (WCCT)	540	C	Part-Time, 12 Months, 7.5 hrs/week	390
Katie	Evans	Secretary – Volunteer Center/Spotlight	525	C	Part-Time, 9 hrs/wk, 12 Month	468
Kasey	Solo	Clerical Assistant-Educational Talent Search	430	D	Part-Time, 10 Month, 24 hrs/wk	1040

¹ Position holder grandfathered to A

ESP 2 - TECHNICAL

First	Last	Position Title	Points	Class	Status	Annual Hours
Lisa	Snyder	Programmer/Analyst	1465	L	Full-Time, 12 Month	1950
Gary	Hollingsworth	Media Instructional Development Technician	1200	J	Full-Time, 12 Month	1950
Michael	Meyer	Concrete Technology Technician	1155	J	Full-Time, 12 Month	1950
Amanda	Belusar	Financial Aid Technician	1135	I	Full-Time, 12 Month	1950
Randy	Repke	MIS Operator	1075	I	Full-Time, 12 Month	1950
Cynthia	Besaw	Human Resources / Payroll Specialist	1005	H	Full-Time, 12 Month	1950
Dawn	Stone	Learning Technology Technician	975	H	Full-Time, 12 Month	1950
Yuko	Fellows	Computer Technician II	940	H	Full-Time, 12 Month	1950
Glenn	Helwig	Computer Technician I	930	H	Part-Time, 12 Month, 975 hrs/wk	975
Jewel	Lancaster	Advising Assistant Educational Talent Search - North	915	H	Part-Time, 10 Month, 37.5 hrs/wk	1500
Kelli	Murray	Advising Assistant Educational Talent Search - South 2	915	H	Part-Time, 10 Month, 20-26 hrs/wk	1040
Thomas	Smith	Advising Assistant Educational Talent Search - South	915	H	Part-Time, 10 Month, 22.5 hrs/wk	900
Patrice	Billiel	Student Services Center Technician/Testing Coordinator – Huron Shores	890	G	Part-Time, 9 Month, 18-26 hrs/wk, Distribution of hours/days based on institutional need	745
Sarah	Burt	Perkins/Student Support Services Technician	890	G ¹	Part-Time, 9 Month, 37.5 hrs/wk, Flex/Alt	1462
Jessica	Ruppert	Communications Technician	870	G	Full-Time, 12 Month	1950
Kimberly	Montague	Student Services Center Technican	820	G	Part-Time, 9 Month, 15 hrs/wk, Flex/Alt	540
Yvonne	White	Student Services Center Coordinator/Technician	795	F	Part-Time, 28-34.5 hrs/wk, 12 Month, Flex/Alt	1716
Kelly	Jackson	Learning Resources Center Library Technician	785	F	Full-time, 12 Month, Flex/Alt	1950
Nathaniel	Salziger	Learning Resources Center Library Technician	785	F	Full-time, 12 Month, Flex/Alt	1950
Beverly	Suszek	Learning Resources Center Library Technician	785	F	Part-Time, 20 hrs/wk, 32 wks/yr, Flex/Alt	640
Kimberly	Montague	Testing Center Coordinator	760	F	Part-Time, 12 Month, 20 hrs/wk	1040
Rose	Wojda ²	Art Studio Technician - Ceramics, Sculpture, Drawing and Design	610	E	10 hrs/wk, for Fall & Spring, as needed for Summer semester	340
Rose	Wojda ²	Art Studio Technician - Photography/Fine Arts	610	E	10 hrs/wk for Fall & Spring, as needed for Summer semester	340
Vicki	McCoy	Health Fitness/Activities Technician	600	E	Part-Time, 25 hrs/wk, 34 weeks, Flexible/Alternative schedule based on institutional need	850

ESP 2 – TECHNICAL (continued)

First	Last	Position Title	Points	Class	Status	Annual Hours
John	Seguin	Mail Processing/Distribution Technician	495	D	35 hrs/wk, 12 Months	1820
Carol	Wyers	Switchboard Operator	490	D	Full-Time, 12 Month	1950
Robert	Desgrange	Tool Room Attendant - Auto Body	345	B	30 hrs/wk for Fall & Spring, Distribution of hours based on institutional need	990
George	Shubert	Tool Room Attendant - Automotive Service	345	B	30 hrs/wk for Fall & Spring, As needed for Summer semester	1170
Fred	Wenn	Tool Room Attendant - Machine Tool	345	B	10 hrs/wk for Fall & Spring terms only	340
James	Chapman	Parking Attendant	335	B	23.5 hrs/wk, approx 29 weeks	667

¹ Position holder grandfathered to H

² Temporary assignment due to Rhonda Snyder's leave of absence 9/9/13-9/8/14. Wage E1 less 10 percent.

APPENDIX B: SENIORITY LIST

May 18, 2014

ESP 1 - Secretarial

First	Last	Class/Step	Seniority	Notes
Marlene	Vanderwyst	A5	12/17/1984	
Suzanne	Geiersbach	B5	4/18/1989	
Kathryn	Momrik	A5	12/11/1989	
Susan	Willyard	A5	1/2/1990	
Kathleen	Vought-Skuse	A5	8/12/1991	
Ann	Schultz	A5	10/2/1991	
Lori	Pulda	A5	7/20/1992	
Connie	Kaczorowski	B5	9/28/1994	
Sally	Shubert	B5	9/25/1995	
Debra	Kozlowski	A5	1/8/1996	Position remains B, but this employee is grandfathered to A.
Jackie	Witter	A5	10/28/1996	
Jean	Waeiss	A5	6/14/1999	
Katie	Evans	C5	8/11/2003	
Barbara	Szczesniak	A5	7/13/2009	Asst to the Director of ACC Foundation/Development position. This employee holds two positions.
Barbara	Szczesniak	C5	7/13/2009	Secretary WCCT Position assigned 7/12/10. This employee holds two positions.
Amanda	Belusar	A2	11/12/2012	
Lorie	Cadieus-Lawrence	A2	1/2/2013	
Lisa	Brege	B3	3/11/2013	
Kasey	Solo	D1	3/24/2014	Probationary status.
Kamyszek	Kerrie	B1	4/7/2014	Probationary status.

Cindy Besaw worked in ESP 1 Division 10/1/02-1/3/09.

Amanda Belusar worked in ESP 1 Division 11/12/12-04/14/14.

ESP 2 - Technical

First	Last	Class/Step	Seniority	Notes
Kelly	Jackson	F11	8/24/1988	
Yvonne	White	F11	8/29/1988	
Teresa	Howes	E11	8/24/1994	Laid Off 7/1/13 from Science Lab Technician position. Will maintain recall status until 7/1/32 based on 19 years of service.
Cynthia	Besaw	H11	2/9/1998	Exclude ESP 1 Division work in Asst to the Director of Human Resources position from 10/1/02-1/3/09.
Nathaniel	Salziger	F11	8/24/1998	
Carol	Wyers	D11	8/16/1999	
Edward	Retherford	E11	8/23/1999	Laid Off 9/1/12 from Upward Bound Student Advocate position. Will maintain recall status until 9/1/25 based on 13 years of service.
Glenn	Helwig	H11	10/4/1999	
Randy	Repke	I11	6/5/2001	
John	Seguin	D11	10/24/2002	
Beverly	Suszek	F11	1/30/2003	
Sarah	Burt	H10	8/11/2003	Position remains G, but employee grandfathered to H effective 10/8/12.
Michael	Meyer	J10	11/10/2003	
James	Chapman	B9	8/31/2005	
Snyder	Rhonda	E8	4/3/2006	Art Lab Technician-Ceramics position. This employee holds two positions. Leave of absence 9/9/13-9/8/14.
Snyder	Rhonda	E8	4/3/2006	Art Lab Technician-Photography position. This employee holds two positions. Leave of absence 9/9/13-9/8/14.
Yuko	Fellows	H10	6/27/2007	
Fred	Wenn	B8	8/27/2007	
Lisa	Snyder	L10	9/24/2007	
Vicki	McCoy	E9	11/19/2007	
Gary	Hollingsworth	J9	9/8/2008	
Nicholas	Neuman	H3	10/29/2009	Laid off 3/1/13 from Computer Network Technician position. Will remain on recall status until 6/1/16.
Patrice	Billiel	G3	8/22/2011	
Jewel	Lancaster	H3	9/6/2011	
Thomas	Smith	H3	9/7/2011	
George	Shubert	B3	11/28/2011	
Kimberly	Montague	F2	8/13/2012	Testing Center Technician position. This employee holds two positions.
Kimberly	Montague	G1	8/13/2012	Student Services Center Technician position assigned 8/19/13. This employee holds two positions.
Kelli	Murray	H2	9/14/2012	
Robert	Desgrange	B1	9/3/2013	
Dawn	Stone	H1	9/23/2013	
Jessica	Ruppert	G1	11/20/2013	
Amanda	Belusar	I1	4/15/2014	