

AGREEMENT

between

DELTA COLLEGE

and

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

(FOOD SERVICES)

2016 – 2019

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**FOOD SERVICE
EMPLOYEES AGREEMENT
2016 - 2019**

SEC 1: *RECOGNITION*

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

For clarification, the positions covered by this agreement are:

Food Service

- (a) Kitchen Worker I
Kitchen Worker II A&B
Kitchen Worker III
Kitchen Worker IV

SEC 2: *UNION SECURITY*

Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may continue membership in the Union for the duration of this Agreement. Employees may revoke their membership in the Union and discontinue paying dues as set forth in subparagraph (c) below.
- (b) Employees covered by the Agreement who are not members of the Union at the time it becomes effective, and Employees hired, rehired, reinstated or transferred into the bargaining unit after such date, may, commencing the thirtieth (30th) day following the beginning of their employment in the Unit, become and retain membership in the Union for the duration of this Agreement, except that employees may revoke their membership in the Union and discontinue paying dues as set forth in subparagraph (c) below.
- (c) An employee covered by subparagraphs 2 (a) and (b) above may revoke his/her membership in the Union and discontinue paying dues upon written notice to the Union and the Employer. If such written notice of revocation is received, the employee's revocation will be effective immediately. An employee who revokes his/her membership in the Union and stops paying dues will not be eligible to execute the Authorization for Check-off Dues form as set forth in Section 3 (a) for payroll deduction for a minimum of 12 months.

- (d) Indemnification – The Union agrees to indemnify and hold the Employer, its agents, employees, elected officials, administrators and supervisors, in their personal and professional capacities, harmless against any and all claims, demands, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of any action taken or not taken by the Employer pursuant to this Article for the purpose of complying with this Article.

SEC 3: UNION DUES AND INITIATION FEES

- (a) Payment by Check-off

Employees may tender the initiation fees uniformly required of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-off of Dues form or may pay the same directly to the Union.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues as supplied by the Union, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues form. Any employee who does not have his/her dues deducted from his/her pay or who does not make payment thereof directly to the Union in a timely manner, if required by Section 2 (a), (b) and (c), may be liable to the Union in a suit of law for the collection of said dues.

- (b) When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and is tendered to the Employer except as outlined in Section 2 (a), (b) and (c), and shall be deducted from the second pay of the month and each month thereafter.

- (c) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses for those employees from whom dues have been deducted as soon as possible after the second pay of the month. Thereafter, the Employer will submit alphabetical list of names and addresses of those employees who, through a change in employment status, are no longer subject to dues deduction. The Employer will further advise said financial officer with an alphabetical list of names and addresses for whom dues have been deducted for the first time.

(d) Termination of Check-Off

An employee shall cease to be subject to Check-off deductions in accordance with Section 2 (c).

(e) Voluntary P.E.O.P.L.E. Check-Off

The Employer agrees to deduct from wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving fifteen (15) calendar days written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SEC 4: UNION REPRESENTATION

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

SEC 5: STEWARDS AND ALTERNATE STEWARDS

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

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

SEC 6: MANAGEMENT FUNCTIONS

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

- (a) To hire, recall, transfer and promote employees; to reprimand, demote, suspend and discharge employees for proper cause; to lay off employees because of the lack of work; to determine the scheduling of work and the work to be performed by employees; to subcontract work based upon economic considerations; to determine the materials to be used, and the methods process and equipment to be employed, provided that none of these above management-listed rights shall supersede any of the contract provisions

dealing with hiring, layoff, recall, transfer, promotion, demotion, discipline, suspension, and discharge of employees.

- (b) To determine the quality of work performed.
- (c) To adopt and change such reasonable rules and regulations and rules of conduct as it may deem necessary and proper to the conduct of its operations as are not in conflict with the provisions of this Agreement.
- (d) To enforce such rules and regulations and rules of conduct on its property and in employer's buildings, which such rules and regulations and rules of conduct shall be enforced in a uniform and consistent manner.
All the functions, powers and authority which the employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer. This Article shall not be used to discriminate against the Union or any employee or in a manner to contravene any of the other provisions of this Agreement. All rules and regulations and rules of conduct shall be posted on the bulletin boards.

SEC 7: GRIEVANCE PROCEDURE

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

SEC 8: PRESENTING A GRIEVANCE

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

- Step 1. Between the employee, together with his/her steward, and the supervisor, or between the steward and such supervisor, except that either the steward or the supervisor may require the employee to be present if s/he so elects.
- Step 2. In all cases where Step 1 does not result in a satisfactory settlement of the grievance, such grievance may then be submitted in writing to the Food Service management within fourteen (14) calendar days after it has been presented to the supervisor.
 - (a) Any grievance thus submitted to the Director shall then be subject to discussion between the appropriate Director and the Steward at the next regular meeting between the Food Service management and the Steward, except that if a grievance has been submitted within twenty-four (24) hours of a regular meeting between the Food Service management and the Steward it shall, at the request of either the Food Service management, or the Steward, be deferred until the next regular meeting of the Food Service management and the Steward. It is understood that all meetings between the

Food Service management and the Steward, the Food Service management shall have the privilege of delegating his/her authority to a member of his/her staff.

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

A representative of the International Union may be present at the request of the Steward. The Director shall make the employer's decision in writing within seven (7) calendar days after the meeting of the Food Service management and the Steward at which it is discussed. In the event that the grievance shall not have been settled satisfactorily at such meeting, or within the said seven (7) days thereafter (unless postponed to a later meeting by mutual agreement), the party that has instituted the grievance may submit the grievance to arbitration as provided in section 9. A submission of a grievance to arbitration shall be made within twenty (20) calendar days after the date of the meeting at which it was presented, unless postponed to a later meeting, in which event, it shall be submitted to arbitration within twenty (20) calendar days of such postponed meeting. Any grievance shall be deemed to be settled when not submitted (a) to Step 2 within fourteen (14) calendar days after being presented to the manager, or (b) to arbitration within the twenty (20) day period designated in Section 8 (b).

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

Such grievances shall be submitted in writing by the Union to the Food Service management and by the employer to the Steward. Such grievance shall be discussed at a meeting of the Food Service management and the Steward.

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

SEC 9: MEMBERSHIP OF THE APPEAL BOARD

- (a) The Appeal Board shall consist of two representatives of the employer, and two representatives of the Council and/or International Union, and, when necessary, an arbitrator.
- (b) In the event that they are unable to settle a matter it shall be determined by decision of the arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an arbitrator will be paid by the parties equally.
- (c) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement, nor shall s/he substitute his/her discretion for that of the employer or the union where such discretion has been retained by the employer or the union, nor shall s/he exercise any responsibility or function of the employer or the union.

SEC 10: WITHDRAWAL OF CASES

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

SEC 11: PAYMENT OF BACK PAY CLAIMS

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

SEC 12: COMPUTATION OF BACK WAGES

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

SEC 13: DISCHARGE AND DISCIPLINE

- (a) Notice of discharge or discipline. When an employee is disciplined or discharged, the college shall notify in writing the employee the reasons for the discipline or discharge. The letter shall include reference to this Section for his/her information. S/He shall be given two copies, one of which at his/her own discretion s/he may give to the local union president. The purpose of the second copy will be footnoted on the letter.
- (b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district and the employer will make available an area where s/he may do so before s/he is required to leave the property of the employer.

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

- (c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the employer within three (3) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.
- (d) Use of Past Record. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years prior to the current offense unless the offense resulted in a suspension of five (5) days or more,

in which case the employer may take the infractions into account for a period of three (3) years.

SEC 14: SENIORITY PROBATIONARY EMPLOYEES

- (a) New employees hired shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period s/he shall be entered on the seniority list of the unit and shall rank for seniority. There shall be no seniority among probationary employees.
- (b) Upon completion of their probationary period new employees shall be placed on the overtime list with the number of hours charged equal to the high number of hours on the list.
- (c) The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this agreement, except discharged and disciplined employees for other than union activity.
- (d) Seniority shall be on a department-wide basis, except where otherwise specified in accordance with the employee's last date of hire. If two employees are hired on the same date, seniority will be based alphabetically according to the last name.

SEC 15: RESIGNATION OF EMPLOYEES

A satisfactory termination of employment by the employee is a minimum of one week's notice to be eligible to receive accrued vacation time.

SEC 16: SENIORITY LISTS

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

SEC 17: LOSS OF SENIORITY

- (a) S/He quits
- (b) S/He is discharged and the discharge is not reversed through the Procedure set forth in this Agreement.

- (c) S/He is absent for two (2) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his/her last known address that s/he has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If s/he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) Settlement of a total disability.

SEC 18: SHIFT PREFERENCE

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

SEC 19: SENIORITY OF STEWARDS

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

SEC 20: SENIORITY OF OFFICERS

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

SEC 21: SUPPLEMENTAL AGREEMENTS

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

SEC 22: LAY OFF DEFINED

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

SEC 23: RECALL PROCEDURE

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

SEC 24: TRANSFERS

- (a) Transfer of Employees. If an employee is transferred to a position under the employer not included in the unit and thereafter transferred again to a position within the department, s/he shall accumulate seniority for time worked not to exceed six months while working in the position to which s/he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- (b) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer. The same standards for transfer shall apply as that for promotion. In such cases all vacancies and newly created positions shall be posted in a conspicuous place (7) calendar days prior to filling such vacancy or newly created position.
- (c) Management will also post vacancies or newly created positions, however, management reserves the right to transfer employees within the department.
- (d) Employees do not have a right to transfer between Food Service and Facilities Management.

SEC 25: PROMOTIONS

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualification. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The employer agrees to accept recognized certificates and degrees related to the job posted as partial credit toward multiple years of work experience which may be requested as part of the minimum requirements for the position. The employee applying for the promotion and who meets the requirements shall be granted a four (4) week trial period to determine: 1) his/her desire to remain on the job and; 2) his/her ability to perform the job.
- (b) During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.

SEC 26: VETERANS

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

SEC 27: FAMILY AND MEDICAL LEAVE OF ABSENCE

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

SEC 28: LEAVE OF ABSENCE

Employees may apply for a leave of absence without loss of seniority and without pay or benefits. The Employer may grant such leaves of absence for reasonable periods not to exceed six (6) months.

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

SEC 29: LEAVE FOR UNION BUSINESS

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

SEC 30: SICK LEAVE

Sick leave for full-time employees will be earned at the rate of one day per month and will be accumulated to a total of one hundred and sixty (160) days. Sick leave will be charged off at the rate of five 8-hour days per week excluding holidays and not less than four (4) hours per occurrence. Actual number of hours, no partial hours, will be charged for doctor's appointments, including Delta College Dental Clinic when substantiated by a Doctor's certificate. Sick leave applies only to absences resulting from: (a) the illness/injury of an employee and b) the illness or injury of an employee's spouse or child, which is of an emergency nature and requires the immediate attention of the employee. In no event may more than two days be used for the illness or injury to an employee's spouse or child and approval for the reimbursement thereof shall be dependent upon submission of satisfactory evidence of such absence to the employee's supervisor. The College may require a medical certificate as evidence of an employee's illness, injury or quarantine, which prevented his/her attendance at work or his/her return to work.

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

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

SEC 31: FUNERAL LEAVE

In case of death in the immediate family*, employees covered by this agreement may be granted the necessary bereavement leave with pay. For the time necessary for actual attendance at the funeral of a person not in the immediate family, and under circumstances approved by the College, employees may receive limited time off from work with pay, not chargeable to sick leave, vacation pay or personal time. Whenever possible, twenty-four (24) hour advance notice will be given when requesting to use bereavement leave with pay. In special cases, exceptions may be considered to any of the above conditions by the Human Resources Office.

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

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

SEC 32: HOURS OF WORK AND OVERTIME

Food Service employees may be hired for periods less than 8 hours per day, 5 days per week, or 52 weeks per year. If an employee is regularly scheduled to work more than twenty nine (29) hours per week, he/she will be considered a full time employee and receive appropriate benefits.

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

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

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

Employees scheduled to work for four to five (4-5) hours are entitled to one 15 minute paid rest period during their shift. Employees scheduled to work five and a quarter to seven (5 ¼-7) hours are entitled to one 20 minute paid rest period. Employees scheduled to work seven and a

quarter (7 1/4) or more hours may take one 20 minute break and at the employee's option, take a 30 minute unpaid meal period. Those employees scheduled to work seven and one-half (7-1/2) hours may receive one 15 minute break during the first and second half of their shift and a thirty minute unpaid lunch period.

SEC 33: HOLIDAY PROVISIONS

- (a) Full- Time Employees: Full-time employees shall receive eight (8) hours holiday pay for the following holidays: Day before New Year's Day, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving Day, day before Christmas, and Christmas Day.

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

- (b) Regular Part-time Employees: Regular part-time employees working on a regular basis twenty four (24) or more hours per week shall receive six (6) hours holiday pay for the following holidays: Day before New Year's Day, New Year's Day, Labor Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, and Christmas Day. Employees who are scheduled to work during the months of May and July and are working on a regular basis twenty four (24) or more hours per week during the month shall receive six (6) hours holiday pay for Memorial Day and 4th of July.

Newly hired regular part-time employees are not eligible to receive holiday pay until they have successfully completed their probationary period.

- (c) If the scheduled holidays fall on the Food Service employees' day off, one (1) pay day of comparable time (8 hours full-time, 6 hours regular part-time) will be given during the preceding week or during the week in which the holiday falls.

SEC 34: PERSONAL BUSINESS DAY

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

Personal days may be taken, with the approval of the supervisor, in one (1) hour increments.

SEC 35: VACATION RATES

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

Regular part-time Food Service employees working a minimum of twenty-four (24) hours per week will earn up to twenty four (24) hours of vacation annually. Vacation will be accrued monthly at a maximum rate of two (2) hours per month.

Annual Vacation Rate

Years 1-4	12 days
Years 5-9	15 days
Years 10-16	19 days
Years 17 and over	21 days

SEC 36: VACATIONS: ELIGIBILITY AND USE

- (a) Newly hired employees are not eligible to earn vacation until the successful completion of the probationary period.
- (b) Newly hired employees are eligible to request earned vacation after six months of continuous employment.
- (c) Vacations will be granted at such times during the year as are suitable, considering both wishes of employees and efficiency of the operation of the department concerned, providing the immediate Supervisor is notified 24 hours in advance, except for emergencies when shorter notification will be acceptable.
- (d) Vacations may be split into one or more weeks providing such scheduling does not interfere with the Food Service Department operation. Employees will be permitted to take accrued vacation in four or eight (8 full-time, 4 permanent part-time) hour increments at a time.
- (e) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (f) The maximum accrued vacation carry-over from one calendar year to the next is the annual vacation rate for that individual. On January 1, accrued vacation days in excess of the annual rate will be lost without pay.
- (g) A vacation may not be waived by an employee and extra pay received for work during that period.

- (h) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, s/he will be awarded payment in lieu of vacation.
- (i) If an employee is laid off or retires, s/he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- (j) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

SEC 37: UNION BULLETIN BOARDS

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

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

SEC 38: RATES FOR NEW JOBS

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

SEC 39: TEMPORARY ASSIGNMENTS

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

SEC 40: JURY DUTY

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

SEC 41: SCHOOL CLOSING

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

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

SEC 42: MEDICAL INSURANCE

The College agrees to pay the premium for the Blue Cross-Blue Shield Community Blue PPO medical and hearing insurance or its equivalent protection for all full-time employees, their spouse, and dependent children as defined by the Affordable Care Act. The College also agrees to pay for a prescription drug rider for all full-time employees and their dependents who are insured through the Community Blue PPO or its equivalent.

The employee contribution to the premium for years one (2016/2017) and two (2017/2018) will be calculated at 20% of the monthly premium. Year three (2018/2019) will be negotiated as part of the economic reopener.

The parties hereby express their intent to fully comply with the health care insurance premium sharing requirements of PA 152, or otherwise required by law.

Each employee's health care insurance premium contribution shall be deducted from his/her paycheck on a pre-tax basis pursuant to a Section 125 plan.

SEC 43: DENTAL AND VISION INSURANCE

The College agrees to pay the premium for all full-time employees, for the current dental insurance plan, including orthodontic coverage, as administered by the Human Resource Office.

The College agrees to pay the premium for all full-time employees, for the current Visual insurance plan, as administered by the Human Resources Office.

SEC 44: LIFE INSURANCE

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

SEC 45: LONG TERM DISABILITY INSURANCE

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

SEC 46: RIGHT TO SELECT CARRIERS

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

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

SEC 47: PENSIONS

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

SEC 48: FREE TUITION

Full-time Employees: The tuition and registration fee will be waived for attending classes at Delta College to all full-time employees and their spouses, to retired Delta College employees and their spouses, and to spouses of Delta College personnel who become deceased while full-time employees, providing the surviving spouse has not remarried. However, all class fees are still applicable and the student must receive a final grade of C (2.0) or better or a Pass grade (P) in accordance with the College Tuition Waiver.

The tuition and registration fee will also be waived for attending classes at Delta College for children, of full-time employees, of retired Delta College employees, and of Delta College personnel who become deceased while full-time employees, if the children are under 23 years of age, and are claimed as dependents for tax purposes by either parent. However, all class

fees are still applicable and the student must receive a final grade of C (2.0) or better or a Pass grade (P) in accordance with the College Tuition Waiver.

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

Part-time Employees: A Tuition Reimbursement program will be available for regular part-time food service employees in the Kitchen Worker I, II A&B, and III classification(s) under the following provisions:

- Tuition reimbursement is available for the employee only.
- Tuition reimbursement will also include registration fees for attending classes at Delta College. This includes only those Lifelong Learning courses which qualify for state reimbursement. All class fees are still applicable. Kitchen Worker I, II A&B, and III employees are eligible to participate in this tuition reimbursement program under the following guidelines:
 - (a) Kitchen Worker I, II A&B, and III employees must actually be employed by Delta College at the time of registration.
 - (b) Kitchen Worker I, II A&B, and III employees must pay for all classes at the time of registration, consistent with the requirements applicable to all other students.
 - (c) Kitchen Worker I, II A&B, and III employees will receive reimbursement for tuition and registration fees (only) after the Kitchen Worker I, II A&B, and III employee has completed the class (es) during the semester, and shows proof of class completion (i.e., transcript, grade sheet, etc.)
 - (d) Kitchen Worker I, II A&B, and III employee must complete the class with a C or better grade.
 - (e) Kitchen Worker I, II A&B, and III employee must maintain his/her employment at an average minimum of twenty four (24) or more hours per week at all times during the semester for which tuition reimbursement is requested.
 - (f) The tuition reimbursement is available up to a maximum of twelve (12) credit hours per semester (fall and winter).

In special cases, the Director of Business Services may consider exceptions to paragraph (e). All requests must be submitted in writing prior to the end of the semester in which tuition reimbursement is requested.

SEC 49: EQUALIZATION OF OVERTIME HOURS

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

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

Employees may exchange with proper notification to supervision; however, it shall be the employees' responsibility to see that the overtime is equalized. It is expected that extenuating circumstances will deter some personnel from working overtime; however, a blanket refusal of

all personnel to work overtime will be considered a violation of this Agreement. An up-to-date list of overtime hours worked by all employees shall be posted on a monthly basis.

SEC 50: *SUMMER EMPLOYMENT*

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

SEC 51: *BEVERAGES*

Food Services employees will be allowed to consume beverages, i.e. coffee, tea, and fountain soft drinks at scheduled breaks and lunch during their work shift.

SEC 52: *TEMPORARY EMPLOYEES (STUDENTS)*

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

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

SEC 53: *TEMPORARY EMPLOYEES (OTHER THAN STUDENTS)*

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

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

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

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

54: SUPPORTED EMPLOYMENT PROGRAM

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

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

SEC 55: JOB DESCRIPTIONS

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

SEC 56: CLASSIFICATIONS AND WAGE RATES

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

SEC 57: TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 11:59 p.m., June 30, 2019.

- (a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- (b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, the Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement, without modifying or changing any of the other terms of the Agreement.
- (c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail address, if to the Union to Council 25 - Lansing, Michigan, and if the Employer, addressed Delta College, University Center, Michigan, or to any such address as the Union or the Employer may make available to each other.

SEC 58: ECONOMIC REOPENER

The parties shall reopen this Agreement in the third year of the contract, if required, to discuss all Base Salary wage rates in Appendix B and insurance benefits.

SEC 59: EFFECTIVE DATE

This Agreement shall become effective as of July 1, 2016, IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written.

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

DELTA COLLEGE


Its Council #25 Representative




Its Local President




Its Local Union Committee

APPENDIX A JOB DESCRIPTIONS

Job Title: Kitchen Worker I (KWI)

Part-time 9, 10 months

Primary Function:

To primary function of the KWI is to provide customer service according to departmental guidelines in relation to serving quality food in a clean and sanitary environment.

Qualifications:

1. Graduation from high school or GED certificate (preferred)
2. Ability to learn and work in all areas of the kitchen
3. Ability to read, write and follow written and verbal directions
4. Demonstrated ability to communicate effectively with customers and co-workers

Performance Responsibilities:

1. Wear appropriate apparel and maintain a high standard of personal hygiene
2. Maintain excellent attendance and promptness
3. Work rapidly and efficiently in performing tasks
4. Use and follow standardized recipes in preparation of all menu items
5. Serve all food according to instructions and standard procedures
6. Clean any area of kitchen according to sanitary regulations, MSDS, and Michigan Modified Food Code
7. Maintain a clean work environment
8. Store all food properly and in accordance with Michigan Modified Food Code
9. Provide excellent customer service according to the departmental guidelines
10. Follow all safety instructions when using equipment
11. Cooperate with other employees and customers
12. Deliver catered events as necessary
13. Perform other related duties assigned by the manager

Physical Demands:

1. Exerts moderate physical effort, including lifting and carrying food items and objects weighing up to fifty (50) pounds with the assistance of a co-worker
2. Walks on hard flooring for periods of time
3. Stands in kitchen, serving areas, or event spaces for extended periods of time
4. Works around a wide range of temperatures
5. Works with chemical cleaning agents

Job Title: Kitchen Worker II (KWII) B

Part-time 9, 10, 12 months

Primary Function:

The primary function of a KWII B is to provide customer service according to departmental guidelines in relation to serving quality food in a clean and sanitary environment.

Qualifications:

1. *Availability to work a variable schedule*
2. Graduation from high school or GED certificate (preferred)
3. Some knowledge and experience in quantity cooking or related food service environment
4. Ability to learn and work in all areas of the kitchen
5. Ability to read, write and follow written and verbal directions
6. Demonstrated ability to communicate effectively with customers and co-workers
7. Ability to work independently and provide direction to employees assigned

Performance Responsibilities:

1. Oversee the work being performed by a student employee or KW I
2. Locking and unlocking areas of the department
3. Assist with ordering, receiving and inventory of food and equipment
4. Work weekends, events and operations as scheduled
5. Wear appropriate apparel while working
6. Maintain excellent attendance and promptness
7. Work rapidly and efficiently in performing tasks
8. Use and follow standardized recipes in preparation of all menu items
9. Serve all food according to instructions and standard procedures
10. Clean any area of kitchen according to sanitary regulations, MSDS, and Michigan Modified Food Code
11. Maintain a clean work environment
12. Provide excellent customer service according to the departmental guidelines
13. Store all food properly and in accordance with food code
14. Follow all safety instructions when using equipment
15. Cooperate with other employees and customers
16. Deliver catered events as necessary
17. Perform other related duties assigned by the manager

Physical Demands:

1. Exerts moderate physical effort, including lifting and carrying food items and objects weighing up to fifty (50) pounds with the assistance of a co-worker
2. Walks on hard flooring for periods of time
3. Stands in kitchen, serving areas, or event spaces for extended periods of time
4. Works around a wide range of temperatures
5. Works with chemical cleaning agents

Job Title: Kitchen Worker II (KWII) A

Part-time 9, 10, 12 months

Primary Function:

The primary function of a KWII A is to provide customer service according to departmental guidelines in relation to serving quality food in a clean and sanitary environment.

Qualifications:

1. Graduation from high school or GED certificate (preferred)
2. Some knowledge and experience in quantity cooking or related food service environment
3. Ability to learn and work in all areas of the kitchen
4. Demonstrated ability to communicate effectively with customers and co-workers
5. Ability to read, write and follow written and verbal directions
6. Ability to work independently and provide direction to employees assigned

Performance Responsibilities:

1. Oversee the work being performed by a student employee or KW I
2. Locking and unlocking areas of the department
3. Assist with ordering, receiving and inventory of food and equipment
4. Work weekends, events and operations as scheduled
5. Wear appropriate apparel while working
6. Maintain excellent attendance and promptness
7. Works rapidly and efficiently in performing tasks
8. Use and follow standardized recipes in preparation of all menu items
9. Serve all food according to instructions and standard procedures
10. Clean any area of kitchen according to sanitary regulations, MSDS, and Michigan Modified Food Code
11. Provide excellent customer service according to the departmental guidelines
12. Maintain a clean work environment
13. Store all food properly and in accordance with Michigan Modified Food Code
14. Follow all safety instructions when using equipment
15. Cooperate with other employees and customers
16. Deliver catered events as necessary
17. Perform other related duties assigned by the manager

Physical Demands:

1. Exerts moderate physical effort, including lifting and carrying food items and objects weighing up to fifty (50) pounds with the assistance of a co-worker
2. Walks on hard flooring for periods of time
3. Stands in kitchen, serving areas, or event spaces for extended periods of time
4. Works around a wide range of temperatures
5. Works with chemical cleaning agents

Job Title: Kitchen Worker III (KWIII)

Part -time 9, 10 and 12 months

Primary Function:

The primary function of the KWIII is to ensure customer satisfaction, train employees, manage inventory, and provide quality food and service, in a clean and sanitary area.

Qualifications:

1. Availability to work a variable work schedule
2. Graduation from high school or GED certificate
3. Knowledge and experience in quantity cooking or related food service environment
4. Ability to read, write and follow written and verbal directions
5. Demonstrated ability to communicate effectively with customers and co-workers
6. Ability to work independently and provide direction to employees assigned
7. Demonstrated ability to work in all areas of the kitchen, serving line(s), special event catering and Coffee n' More
8. Have a certification showing knowledge and ability to prepare, serve, store, and keep food from harm along with keeping the work area properly sanitized (must be obtained within 6 months of the first day worked in this position)
9. Qualified to be the "person in charge." as defined in the Michigan Food Law

Performance Responsibilities:

1. Oversees the work being performed by student, KW I, and KW II employees.
2. Maintain a high standard of quality in food production, food storage, sanitation and safety practices
3. Train new employees using the training guidelines
4. Locking and unlocking areas of the department
5. Ordering and receiving of food for assigned area
6. Strive to meet goals set by the Food Service Manager
7. Wear appropriate apparel while working
8. Maintain excellent attendance and promptness
9. Work rapidly and efficiently in performing tasks
10. Use and follow standardized recipes in preparation of all menu items
11. Serve all food according to instructions and standard procedures
12. Clean any area of kitchen according to sanitary regulations, MSDS, and Michigan Modified Food Code
13. Maintain a clean work environment
14. Provide excellent customer service according to the departmental guidelines
15. Store all food properly and in accordance with Michigan Modified Food Code
16. Follow all safety instructions when using equipment
17. Cooperate with other employees and customers
18. Deliver catered events as necessary
19. Responsible for oversight of the weekend and night staff as necessary
20. Perform other related duties assigned by the manager

Physical Demands:

1. Exerts moderate physical effort, including lifting and carrying food items and objects weighing up to fifty (50) pounds with the assistance of a co-worker
2. Walks on hard flooring for periods of time
3. Stands in kitchen, serving areas, or event spaces for extended periods of time
4. Works around a wide range of temperatures
5. Works with chemical cleaning agents

Job Title: Kitchen Worker IV (KWIV)

Full-time 12 months

Primary Function:

The primary function of the KWIV is to coordinate and direct the work of student, KWI, KWIIA, KWIIIB, and KWIII employees, ensure customer satisfaction, train employees, manage inventory, provide quality food and service in a clean and sanitary area, assist in the execution of marketing initiatives.

Qualifications:

1. Availability to work a variable work schedule
2. Graduation from high school or GED certificate
3. Knowledge and experience in quantity cooking or related food service environment
4. Demonstrated ability to work in all areas of the kitchen, serving line(s), special event catering and Coffee n' More
5. Have a certification showing knowledge and ability to prepare, serve, store, and keep food from harm along with keeping the work area properly sanitized (must be obtained within 6 months of the first day worked in this position)
6. Ability to read, write and follow written and verbal directions
7. Demonstrated ability to communicate effectively with customers and co-workers
8. Demonstrated ability to work independently and provide direction to employees assigned
9. Provide leadership within the department
10. Ability to use computer to check email, use Outlook for email communication and calendar scheduling, access Portal and research information on the internet
11. Qualified to be the "person in charge." as defined in the Michigan Food Law

Performance Responsibilities:

1. Oversee the work being performed by student, KW I, KW II and KW III employees.
2. Strive to meet goals set by the Food Service Manager
3. Maintain a high standard of quality in food production, food storage, sanitation and safety practices
4. Promote teamwork and interaction with other staff members and customers
5. Participate in monthly meetings to help design menus and set marketing goals and objectives
6. Establish and enforce standards of cleanliness, health and safety following health and safety codes and regulations
7. Maintains accurate reports of daily and monthly production and activity records
8. Train new employees using the training guidelines and promoting efficiency, employee morale and teamwork
9. Locking and unlocking areas of the department
10. Order and receive food for assigned areas
11. Ensure assigned areas are fully staffed using the schedule made by management and that task assignments are being completed on time
12. Determine appropriate use of leftover food
13. Wear appropriate apparel while working
14. Maintain excellent attendance and promptness
15. Work rapidly and efficiently in performing tasks
16. Use and follow standardized recipes in preparation of all menu items
17. Serve all food according to instructions and standard procedures
18. Clean any area of kitchen according to sanitary regulations, MSDS, and Michigan Modified Food Code

19. Maintain a clean work environment
20. Provide excellent customer service according to the departmental guidelines
21. Store all food properly and in accordance with Michigan Modified Food Code
22. Follow all safety instructions when using equipment
23. Cooperate with other employees and customers
24. Resolve customer service issues in an appropriate manner
25. Inform manager of employee performance issues and address as appropriate
26. May be responsible for oversight of the weekend and night staff
27. Deliver catered events as necessary
28. Perform other related duties assigned by the manager

Physical Demands:

1. Exerts moderate physical effort, including lifting and carrying food items and objects weighing up to fifty (50) pounds with the assistance of a co-worker
2. Walks on hard flooring for periods of time
3. Extensive periods of standing in kitchen, serving areas, or event spaces.
4. Works around a wide range of temperatures
5. Works with chemical cleaning agents

**APPENDIX B
CLASSIFICATION AND WAGE RATES**

Base Salary Per Hour	July 1, 2016	January 1, 2017	July 1, 2017	January 1, 2018
Kitchen Worker I	\$8.63	\$9.05	\$9.20	\$9.40
Kitchen Worker IIA	\$8.80	\$9.15	\$9.30	\$9.50
Kitchen Worker IIB	\$9.28	\$9.35	\$9.45	\$9.65
Kitchen Worker III	\$10.62	\$10.72	\$10.87	\$11.07
Kitchen Worker IV	\$14.05	\$14.15	\$14.30	\$14.50

Probationary employees in the Kitchen Worker I, Kitchen Worker IIA and IIB, Kitchen Worker III and Kitchen Worker IV classifications shall receive five percent (5%) less than the base rate. Upon successful completion of probation, such employee shall receive the base rate.

Wage rates in year 2018/2019 will be negotiated in the economic reopener during that year.

**APPENDIX C
LETTER OF AGREEMENT**

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

Re: BENEFIT COMMITTEE

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

Very truly yours,

Barbara R. Webb
Director of Business Services

APPENDIX D
LETTER OF AGREEMENT

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

Re: SUBCONTRACTING OF ON-CAMPUS BARGAINING UNIT WORK

The parties understand and agree that during the life of this agreement, there shall be no subcontracting of the work performed by bargaining unit employees on Delta College's main campus. This temporary prohibition shall automatically terminate at 11:59 p.m., June 30, 2018.

Very truly yours,

Barbara R. Webb
Director of Business Services

**APPENDIX E
LETTER OF AGREEMENT**

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

Re: Implementation of process for an annual employee conference

The parties agree to form a committee comprised of representatives of food service management and full and part time food service employees for the purpose of developing a process and procedure implementation of an annual employee conference.

Very truly yours,

Barbara R. Webb
Director of Business Services

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