

6/30/97

AGREEMENT

Between

ALPENA COMMUNITY COLLEGE
Alpena, Michigan

And

ALPENA COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL
MEA/NEA

1994-1995, 1995-1996, 1996-1997

Alpena Community College

TABLE OF CONTENTS

I.	RECOGNITION	2
II.	GOVERNMENT LAWS & REGULATIONS.....	4
III.	VACANCIES & TRANSFERS.....	5
IV.	REDUCTION IN PERSONNEL	7
V.	SENIORITY	8
VI.	COMPENSATION.....	10
VII.	HOURS OF WORK & OVERTIME.....	12
VIII.	HOLIDAYS.....	13
IX.	VACATIONS	14
X.	GRIEVANCE PROCEDURE.....	16
XI.	ABSENCES AND LEAVES.....	19
XII.	RESIGNATIONS.....	23
XIII.	DISCHARGE, DEMOTION AND DISCIPLINE	24
XIV.	MISCELLANEOUS.....	25
XV.	RESERVATION OF RIGHTS	26
XVI.	AFFIRMATIVE ACTION.....	27
XVII.	INSURANCE BENEFITS	28
XVIII.	CLASSIFICATION AND WAGES	30
XIX.	TERMINATION CLAUSE	34
	SIGNATURE PAGE.....	35
	SENIORITY LIST.....	36

AGREEMENT

THIS AGREEMENT, entered into this ____ day of July, 1994, A.D., 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 PERSONNEL/MEA/NEA, hereinafter called the "Union." The parties agree as follows:

ARTICLE I

RECOGNITION

A. The College recognizes the Union as the sole and exclusive bargaining representative for all its employees and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all office personnel, hereinafter referred to as secretaries of the College. This representation applies both to the classification and the type of work performed by these classifications.

B. The following employees shall not be subject to the terms of this Agreement: Executive Assistant to the President, the Personnel and Payroll Officer, and the Administrative Assistant to the President.

C. 1. In accordance with the terms of this Article, each bargaining unit member within 30 workdays of employment shall, as a condition of employment, join the Union or pay a Service Fee to the Union.

2. Union Members. Bargaining unit members joining the Union shall pay dues to the Union in accordance with its policies and procedures.

3. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Union as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Union, upon written notification by the Union, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Union.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

5. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph 4, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Union and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Union, or its designee, no later than twenty (20) days following each deduction.

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

E. The pay referred to for the deduction of dues, initiation fees and assessments shall be the first pay of the month, closed and calculated for the previous month provided the employee has received wages for five (5) days pay.

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

G. If any provision of this Section is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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

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

J. For communication purposes the President of the MEA ACC-ESP Local shall be the official on-campus representative for the MEA ACC-ESP Local.

ARTICLE II

GOVERNMENT LAWS AND REGULATIONS - SUCCESSOR CLAUSE

A. This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the College system by the College District. 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.

ARTICLE III

VACANCIES AND TRANSFERS

A. New Position or Vacancy Due to Termination, Resignation or Transfer

1. Regular:

When a position is established or becomes vacant, a notice shall be provided to all members 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 classification and brief description of the job duties shall be included. Applicants from within the bargaining unit will be interviewed for proper qualifications via seniority status until the position is filled and shall be sent a letter of acceptance or the reason for rejection within five (5) working days. When no applicants are deemed qualified as provided in Paragraph 2 of this section, then the position may be filled by a new employee.

2. Assignment to a Vacancy:

Assignment within the bargaining unit shall be made on the basis of:

- (a) Ability to perform the assignment
- (b) Seniority

B. Temporary Vacancy:

1. A temporary position, and a vacancy of up to one year will not be posted to the membership or be subject to bidding.

(a) A temporary position will be filled by a temporary employee.

(b) A vacancy of up to one year resulting from a leave of absence will be filled by a temporary employee within twenty (20) work days.

2. Temporary Employee:

(a) Short term--Less than 90 calendar days compensated at 10% less than the entry level salary classification until removed from probationary status as defined in Article V, D.

(b) Long Term--More than 90 calendar days
--prorated sick leave benefit only.
--compensated at 10% less than the entry level salary classification until removed from probationary status as defined in Article V, D.

3. Temporary employees will be subject to the probationary period as described in Article V. D. Once removed from probation, the temporary employee will be placed on the appropriate salary step.

4. Any person hired as a regular employee immediately following (within 30 days) their employment as a "temporary employee" as defined in Article III, B, shall keep the seniority date of hire as of the first day placed in the temporary vacancy, for the purpose of seniority placement only. In the event a person is hired in a lateral or lower classification than the temporary position, that person shall not be required to go through another probationary period.

C. After a period of 90 calendar days or one year, whichever is applicable, the position shall be declared vacant and posted as in Article III, Section A-1 above. When a position is filled on a temporary basis, ACC-ESP shall be notified in writing within a forty-eight (48) hour period.

D. Testing:

1. Tests shall be applied to new employees and to employees transferred to a higher paid classification if they have not been previously tested. Such tests shall be on file with the Personnel Officer, and will be uniformly applied.

2. A committee consisting of the Personnel Officer and one other administrator and two Union representatives shall be established to rewrite language in this section in order to develop a more equitable means of testing.

E. Trial Period:

1. Employees assigned a different position will be given a trial period of not less than ten (10) days worked nor more than thirty (30) days worked 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.

F. Evaluation:

All secretaries 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 Personnel Office.

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 Personnel.

G. Involuntary Transfers:

Involuntary transfers may be effected only for reasonable and just cause. Thirty calendar (30) days notice of the intention to transfer specifying the reasons for same and the position to be transferred to shall be provided to the affected bargaining unit member and the Union, unless emergency conditions warrant a shorter time period.

ARTICLE IV

REDUCTION OF PERSONNEL

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 seniority list provided, however, that this preferential seniority shall be only for the purpose of determining layoff and recall.

A. Layoff:

1. When a reduction in the working force is necessary, secretaries shall be laid off in accordance with their seniority; that is, the secretary with the least seniority shall be laid off first, etc.; provided that in the selection of secretaries for layoff, due consideration shall be given to the retention of secretaries who have the ability to perform the work. Laid-off employees shall be recalled in accordance with their seniority provided they have the ability to perform the work.

2. Notice of Layoff

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 secretaries who have been laid off are to be recalled, they shall be recalled in reverse order to the layoff.

B. Recall:

1. The Personnel Office will furnish the Union with the names of employees being recalled.
2. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to advise the employer in writing of 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 letter.
 - (c) If unable to reach by telephone, send a certified letter to the employee at the last known address, as shown on the employer'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.

C. Position Abolished:

An employee whose position is abolished shall displace the least senior employee within the same classification whose job the employee has the ability to perform as determined by the College. 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 does not apply.

ARTICLE V

SENIORITY

A. Seniority Defined:

Actual years of regular, continuous service from date of hire shall constitute the basis for seniority.

B. Seniority List:

Attached hereto and forming part of this Agreement is a chronological seniority list. The College shall provide the ACC-ESP 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 in the District, whichever is greater.

(f) The employee fails to return to work upon expiration of a leave of absence.

(g) The employee gives a false reason for a leave of absence or engages in other employment during such leave.

D. Probationary Period:

1. 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 that beginning with the July 1, 1994 contract year, there will be a 10% decrease of the base wage for probationary new hires until the end of the probation period. At that time, the appropriate step of the salary schedule will take effect. It is also agreed that seniority (except for bumping during the probationary period) will accrue from the date of hire.

2. Seniority of a new employee shall be established at the end of the probationary period and shall commence as of date of hire.

3. 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 grievance.

ARTICLE VI

COMPENSATION

A. The classifications and salaries of secretaries covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such 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 College Grievance and Negotiating Committee shall be paid for by the College.

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

At the time of putting such temporary rate into effect, the College will notify the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Personnel Officer within fifteen (15) days after notice from the College has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting.

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

With the exception of the above, there shall be no change in classification, class title, or number of steps to reach maximum salary from those provided in Schedule A.

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

E. 1. Entrance Wage Rates:

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. The Personnel Officer 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 employee shall not be initially compensated above the third (3) step of the range.

2. Rate of Pay for Transfers:

In any case where an employee is transferred to a classification with a higher rate of pay range or the classification of the existing position is changed to a higher grade, the new rate shall be the rate of the higher classification at the same step the employee held in the previous classification. Subsequent advancement to the maximum shall be on the same basis as the contract allows all employees.

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.

3. Advancement in Base Range:

Should advancement be denied, employees shall be entitled to review their status at a meeting with the Personnel Officer and Committee Chairperson.

4. Requirement as to Continuity of Service:

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 school's service without break or interruption of seniority.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. The normal workday shall be seven and one-half (7-1/2) hours per day. The normal workweek shall be Monday through Friday.
- B. The College will not require secretaries regularly to work in excess of such standard workweek.
- C. Twelve (12) month secretaries shall normally be scheduled for fifty- two (52) weeks. This does not preclude the scheduling of a less than 12- month position.
- D. Daily starting and ending time shall be established by the College Executive Council or its designee.
- E. All secretaries 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.
- F. The secretaries shall be paid time and one-half (1-1/2) for all work approved by the Personnel Officer in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in one week. 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).
- G. Fifteen (15) minute rest breaks may be taken, one each a.m. and p.m. Employees may not leave the building for this purpose without obtaining permission from the immediate supervisor.
- H. Inclement Weather Procedure:
1. Should classes be cancelled because of weather but offices remain open to the public, the start-up time for secretaries shall be delayed until 10:00 a.m. In the event a secretary is unable to report at the 10:00 a.m. delayed start-up time, either ARTICLE IX Vacations or ARTICLE XI, Paragraph G (Personal/Emergency Leave), may be utilized to compensate the employee should they so request.
 2. Should the College be closed, secretaries will not be required to report to work nor shall they be considered absent.
- I. 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 VII

HOLIDAYS

A. Employees whose work year includes the following days shall receive their regular rate of pay for each of the holidays listed below on which they perform no work. 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
Easter Monday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Every day beginning Christmas Eve Day through New Year's Day

1. Any employee 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 days 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.

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 a secretary 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.

4. The holiday shall count as a day worked in the computation of overtime.

ARTICLE IX

VACATIONS

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

1 - 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
15 years	21 working days
18 years	22 working days
21 years	23 working days
24 years	24 working days

1. Unused vacation time is not reimbursable unless mutually agreed upon between the employee and the Personnel Officer prior to June 30. Vacation time need not be taken consecutively, but at various intervals. Secretaries may carry over up to three (3) days vacation leave to the next year. Requests for such carry-over vacation shall be made prior to June 1.

2. Vacation days shall be accumulated and determined annually on or before June 30 by the College, and shall be used by such secretary within the twelve (12) month period immediately following such determination (or June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30. In the event a secretary does not use allotted vacation days within the twelve (12) month period, request may be made prior to June 1 to carry over not more than three (3) days to the next year.

3. A newly employed secretary 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. Days so accumulated shall be determined at June 30 of the first (1) year of employment and shall be used by such secretary within the twelve (12) month period immediately following such determination (after June 30).

B. Part-time employees shall have vacation at their regular rate of pay prorated in accordance with the total hours worked.

C. A secretary who resigns, provided a letter of resignation was received by the Personnel Officer at least two (2) weeks prior to the effective date of resignation, 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.

D. In the event of death of any secretary, who at the time of death was eligible for vacation leave under the above provisions, such secretary's vacation pay shall be paid to the deceased employee's heirs or estate.

E. If a regular payday falls during a secretary's scheduled vacation, the employee may request and receive vacation pay on the scheduled payday preceding the employee's vacation.

ARTICLE X

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.

B. For the purpose of representation in negotiations and in grievance procedures, the college recognizes the following:

1. The Union Grievance Committee shall be comprised of three (3).
2. The Union Negotiating Committee shall be comprised of three (3) plus the President of ACC-ESP.

C. Members of the Grievance and Negotiation Committee shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiating of contract.

D. The Union will keep the College informed concerning current officers and representatives of ACC-ESP.

E. 1. Step One:

Any secretary with a complaint should discuss this complaint with the immediate supervisor; a member of the Grievance and Negotiations Committee being present or absent at the option of the employee.

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 and Negotiation Committee may process the grievance further by requesting a meeting with the Personnel Officer 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 Personnel Officer shall, in writing, give a decision or position with respect to the grievance to the Union.

3. Step Three:

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

4. Step Four:

If Step Three does not affect a settlement, the union has ten (10) working days from receipt of the President's disposition to notify the College of its intent to request mediation from the state Employment Relations Commission.

5. Step 5: (Replaces previous Step 4 and language remains the same to end of Article X X - Grievance Procedure)

If Step Four does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the other party of its intention within forty (40) calendar days after meeting with the mediator provided for in Step Four. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator.

(a) The arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but 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.

F. 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.

G. If either party, the College or the Union, as such, files a grievance, it shall be introduced in Step Two of the Grievance procedure.

H. 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.

I. Whenever a Committee person finds it necessary to leave work for the purpose of executing any phase of the 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.

J. Permission shall be granted to the Michigan Education Association to enter the College for the purpose of representation.

K. Failure of either party to observe the time limits as herein set forth shall constitute acceptance of the other party's position. Time limits may be extended by mutual consent.

L. A grievance may be withdrawn at any step by the Union or the College without prejudice.

M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

N. Any grievant or participant shall not lose any salary compensation due to participation in or use of the grievance procedure.

ARTICLE XI

ABSENCES AND LEAVES

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

A. Personal Sick Leave:

Upon employment, secretaries 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.

2. Absence due to illness in excess of accumulated sick leave will automatically place employees 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 Section VI) shall be paid for the holiday and it shall not be deducted as a day of sick leave.

6. Any secretary who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, 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.

B. Emergency Absence:

Secretaries required to be absent because of an emergency 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. Evidence of bereavement must be presented to the immediate supervisor. The employee shall notify the immediate supervisor before being absent from work.

D. Jury Duty Leave:

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

E. Witness Leave:

A secretary 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 secretary and the amount received for services as a witness.

F. Conference Leave:

Secretaries may be released from regular duties for the purpose of attending area or regional conferences or secretarial 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 secretary's regular salary.

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 half (1/2) day increments. Twenty-four (24) hour notice is required. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Personnel Officer.) 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:

ACC-ESP 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. Leaves of Absence without Pay or Fringe Benefits:

Unless otherwise stated, leaves: (a) must be applied for in writing; (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) vacancy created by such leave will be posted 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.

1. Union Leave:

In the event a secretary or secretaries are 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, they shall be granted such leave of absence.

2. Personal Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for personal illness, either physical or mental, that is substantiated by medical documentation.

3. Prolonged Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for prolonged illness of spouse, children or parents of the secretary, that is substantiated by medical documentation.

4. General Leave:

A Union member who has completed two (2) years of service may apply for a leave of absence of up to one hundred twenty (120) working days. In such cases where Union members request up to one hundred twenty (120) days leave and the leave is approved by the employee's immediate supervisor, the College will pay the fringe benefits of that employee for the first twenty (20) days of such leave. This leave can be taken consecutively with vacation time. Applications for this leave of absence shall be made to the employee's immediate supervisor who will consider the needs of that office and attempt to arrange a schedule which will allow the leave of absence.

5. Maternity/Adoption Leave:

An employee, after completing the probationary period, shall be granted a maternity/adoption leave without pay for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later than the sixth (6) month of pregnancy and shall indicate the specific length of time requested. The approved leave shall become effective on the date requested as long as she can perform all the duties of her position and has on file in the Personnel Office upon request a letter from her doctor indicating that she is capable of performing her job without injury to herself or her unborn infant(s). Should this condition not be met, then she will be immediately placed on maternity leave.

Notice of intention to return from leave must be sent in writing to the Personnel Officer thirty (30) calendar days prior to the intended return. Upon her return she shall present to the

Personnel Officer a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity/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 (seniority including the time on leave, accumulated sick leave, etc.)

Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for employees not on maternity leave, temporary disabilities caused by the pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave.

6. Educational Leave:

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

- (a) The leave must not exceed one (1) calendar year.
- (b) The secretary must have been employed two (2) years prior to requesting leave.
- (c) There must be a lapse of five (5) years between leaves.

(d) Seniority will be frozen for the period of time while on leave. (Time on leave does not count toward seniority.)

(e) The employee must notify the College thirty (30) calendar days in advance of the employee's intent to return to work.

(f) The employee may return to the same position or a comparable position.

(g) An employee taking another position outside the College while on leave shall be considered a voluntary quit.

7. Unauthorized and Unreported Absences:

All unauthorized and unreported absences shall be considered absence without leave and deduction of pay for the secretary 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 Personnel Officer upon recommendation of the immediate supervisor.

8. 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 secretary will be reassigned to the same classification, or its equivalent. Return from approved leaves of absence (except twenty [20] day leave) must be requested by the secretary in writing to the Personnel Officer 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.

ARTICLE XII

RESIGNATIONS

- A. Any secretary desiring to resign shall submit a written resignation to the Personnel Officer at least two (2) weeks prior to effective date.
- B. Any secretary who discontinues service without proper notification shall forfeit the right to earned vacation time.
- C. Any secretary who desires to be transferred to a supervisory or executive position and shall later return within sixty (60) days to a secretary status 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 secretary 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 secretary 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 XIII

DISCHARGE, DEMOTION AND DISCIPLINE

When an employee is discharged or suspended, the College shall immediately notify a member of the Grievance and Negotiation Committee. The College shall send, within twenty-four (24) hours, notification in writing to the Grievance Committee Chairperson.

If the Union wishes to protest the discharge or suspension, it shall notify in writing the Personnel Officer within seven (7) days. Failure to file such notification within seven (7) days shall constitute acceptance by the Union that the discharge or suspension was made for proper cause. 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 X, Paragraph E (except Step One shall be eliminated).

ARTICLE XIV

MISCELLANEOUS

A. Office equipment located at the employee's work station may be made available to employees 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 Board shall not be held liable for any injury to the employee while using such equipment.

B. Secretaries who do banking and College errands for administrators shall be reimbursed for mileage on their personal cars at the rate agreed upon for all other College personnel.

C. When students are ordered to evacuate a building due to an emergency, all secretaries shall be included in the evacuation.

D. Persons who are excluded from the bargaining unit shall not regularly perform bargaining unit work, except as provided in Item F.

E. Copies of this Agreement shall be duplicated at the expense of the College and presented to all secretaries now employed or hereafter employed by the College during the duration of the Agreement.

F. 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 employees. If any employee or the Union feels that there is an infringement on bargaining 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.

G. Since efficient College administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not, without their consent, be assigned non secretarial work.

H. Salary steps within each category are based upon one (1) year. Persons employed between July 1 and December 31 shall be given credit for that fiscal year. Persons 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.

I. In the event "work days" conflict with the College calendar, the College reserves the right to change them (with proper notice).

J. 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 preceding with the shutdown.

K. 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 secretaries, their spouses, and dependent unmarried children as defined by the I.R.S.

ARTICLE XV

RESERVATION OF RIGHTS

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

The College on its own behalf and on the behalf of the electors of the College District, 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 for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

ARTICLE XVI

AFFIRMATIVE ACTION

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. An equal employment policy requires the College to develop an affirmative action plan.

Additionally, colleges which receive federal funds, such as financial aid, vocational monies and special project funds, are required to take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, national origin, religion, age, sex or handicap.

ARTICLE XVII

INSURANCE BENEFITS

Employees continually working less than a normal workweek or normal workday shall have insurance benefits prorated with the exception of life insurance. It is recognized that the College has the right to select the insurance carrier. However, the carrier and the coverages as defined in the Letter of Understanding shall remain intact for the 1994-1997 Master Agreement. (The Letter of Understanding defining the coverage and the carrier shall be provided by the College prior to the signing of the Tentative Agreement. It is the understanding of the Union that the acceptance of this Tentative Agreement is contingent upon the Union's review and acceptance of the College's Letter of Understanding concerning ARTICLE XVII, Insurance Benefits).

A. Hospital-Medical:

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

The College will pay an amount not to exceed the full family cost of hospital-medical insurance substantially equal to Blue Cross-Blue Shield Comprehensive Hospital, Semiprivate Room, Riders D-45NM, IMB, DCCR, SA; Michigan Variable Fee I with Riders OB, ML, FAE, VST, Reciprocity, DC and SD; Over 65 Exact Fill: One (1.00) Dollar Co-Pay Prescription Drug Program, Master Medical Option III. The insurance carrier shall be selected by the College.

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

B. Dental Care:

The College shall provide Dental Care Insurance. Specifications and carrier shall be determined by the College. Coverage cannot be less than provided in June of 1979. These funds may not be used in any way other than procurement of dental care insurance and this coverage shall be limited to one plan per household.

C. Vision Care:

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

D. Life Insurance:

The College shall provide a Term Life and Accidental Death and Dismemberment Insurance plan in the amount of Ten Thousand (\$10,000) Dollars. 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.

E. Funds provided for fringe benefits in this section cannot be used for any other purpose.

F. Long Term Disability Insurance:

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

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

During April of each contract year or if the total cost to the employer is more than 106 percent of the estimated 1990-91 package cost, representatives of the ACC-ESP and the Administration shall meet to review Article XVII (Insurance Benefits).

ARTICLE XVIII

CLASSIFICATION AND WAGES

A. Classification

<u>Recommended Class</u>	<u>Point Spread</u>	<u>Position Title</u>	<u>Total</u>	<u>Current Class</u>
4	Over 800	Data Management Operator	865	A
3	650-799	Sec'ty (Financial Aid)	715	B
		Sec'ty (Huron Shores Campus)	715	B
		Sec'ty (Instr & Student Services)	705	B
		Sec'ty (Administrative Services)	695	B
		Sec'ty (Inst. & Health Occ Prog)	680	B
		Sec'ty & Records Asst.	675	B
		Sec'ty (C.E.H.R.D.)	670	B
		Clerical Asst. (A/P, A/R)	665	B
		Cashier/Clerical Asst	660	B
		Sec'ty (Learn Cntr & Support Services)	655	B
		Sec'ty (Concrete Tech)	650	B
2	500-649	Sec'ty (Upward Bound/Talent Search)	645	C
		Sec'ty (Student Services)	625	B
		JR Word Processing Operator	620	B
		Sec'ty (Student Support Services)	620	C
		Clerk/Clerical Asst (Bookstore)	585	C
		Sec'ty (Workplace Partnership)	580	B
		Clerical Asst. (Campus Services)	555	C
		Clerical Asst. (Inst/Student Services)	535	C
		Personnel/Inventory Clerk	525	C
1	Under 499	Clerk/Cashier	380	C

B. Hourly Rates - Schedule A

1994-1995

STEP	1	2	3	4	5
A	10.20	10.70	11.24	11.78	12.35
B	9.53	10.00	10.48	11.01	11.54
C	8.94	9.38	9.84	10.33	10.83
D	8.59	9.02	9.46	9.92	10.42

1995-1996

STEP	1	2	3	4	5
A	10.51	11.02	11.57	12.13	12.72
B	9.81	10.30	10.80	11.34	11.89
C	9.21	9.66	10.14	10.64	11.16
D	8.85	9.29	9.74	10.22	10.73

1996-1997

STEP	1	2	3	4	5
A	10.82	11.35	11.92	12.49	13.10
B	10.11	10.61	11.12	11.68	12.24
C	9.49	9.95	10.44	10.95	11.49
D	9.12	9.57	10.04	10.52	11.05

The 1995-96 salary schedule shall be generated by multiplying each step of the 1994-95 schedule by 3 percent, which will be the new schedule for wages for the 1995-96 year.

The 1996-97 salary schedule shall be generated by multiplying each step of the 1995-96 schedule by 3 percent, which will be the new schedule for wages for the 1996-97 year.

C. Should net revenue for general operations received by the College via the state aid funding formula exceed 4 percent or not reach 2 percent, the 1996-97 salary schedule and the hourly rate for secretaries on this salary schedule shall be adjusted up or down by .5 percent plus or minus up to a maximum of 3 percent.

EXAMPLES:

10% Increase

$3\% \text{ base} + [\text{Increase over window} \times .5], 3\% + [6\% \times .5 = 3\%] = 6\%$

10% Decrease

$3\% \text{ base} - [\text{Decrease below window} \times .5], 3\% - [8\% \times .5 = 4\%] = -1\%$.

However, the base change would be to 0 because of the 3% maximum on the decrease.

D. Longevity:

- * 3.5% longevity pay will be paid anyone beyond the final step.
- * 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.

E. Shift Differential

A ten cent (.10) per hour shift differential shall be paid to those who work three and three quarter (3-3/4) hours or more starting at 4:30 p.m.

F. Education Compensation

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

G. Grandfather Language

All personnel in the ACC-ESP unit will be grandfathered into their current classification and wages for the period of their employment tenure in that classification, including all raises.

As of 7/1/92 this grandfather clause shall cover the following personnel listed below:

1. Nancy Seguin
2. Jane Thomson
3. Marlene Vanderwyst
4. Sandy Kroll
5. Sandy Kennedy

H. In-Service

All ACC-ESP 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 ACC-ESP will be afforded the opportunity to attend.

ARTICLE XIX

TERMINATION CLAUSE

The terms of this Agreement shall become effective as of July 1, 1994, except as otherwise noted, and continue until June 30, 1997. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

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.

SIGNATURE PAGE

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

FOR THE BOARD OF TRUSTEES:


ALPENA COMMUNITY
COLLEGE
EDUCATIONAL SUPPORT
PERSONNEL/MEA/NEA


Donald L. Newport
President, ACC


Frank McCourt
MEA SNAP Negotiator

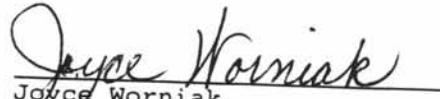

Thomas E. Bowman
Negotiator


Mary Skiba
Chief Negotiator, ACC-ESP


Roger Bauer
Chairman of the Board


Sandra Kroll
Negotiator


Elizabeth Spragg
Secretary to Board


Joyce Worniak
President, ACC-ESP

SENIORITY LIST
ACC-ESP
April, 1994

	NAME	CLASSIFICATION	SENIORITY DATE
1.	Hunt, Margaret	B5	Feb. 15, 1973
2.	Skiba, Mary	B5	June 14, 1973
3.	Kropp, Vicky	A5	Aug. 28, 1974
4.	Cripps, Vicki	B5	Sept. 10, 1975
5.	Dziesinski, Lori	B5	May 27, 1976
6.	Ferguson, Agnes	B5	Mar. 1, 1977
7.	Thomson, Jane	B5	Oct. 22, 1979
8.	Matuzak, Peggy	B5	Mar. 17, 1980
9.	Worniak, Joyce	B5	Jan. 10, 1983
10.	Vanderwyst, Marlene	B5	Dec. 17, 1984
11.	Kroll, Sandra	B5	Oct. 7, 1985
12.	Geiersbach, Suzanne	B5	April 18, 1989
13.	Kowalewsky, Lyn	C5	June 12, 1989
14.	Seguin, Nancy	B5	Sept. 11, 1989
15.	Momrik, Kathy	B5	Dec. 11, 1989
16.	Markowski, Sue	B4	Jan. 2, 1990
17.	Tippman, Phyllis	C4	Mar. 19, 1990
18.	Vought-Skuse, Kathleen	C3	Aug. 12, 1991
19.	Kennedy, Sandra	C3	Aug. 12, 1991
20.	Schultz, Ann	C3	Oct. 2, 1991
21.	Harris, Lorraine	B2	July 20, 1992
22.	Nefske, Mary	C2	Dec. 14, 1992
23.	Meharg, Katherine	C1	June 11, 1993

ALPENA COMMUNITY COLLEGE

MEMORANDUM

*From The Desk Of
Mary E. Skiba*

TO: Dr. Newport
DATE: July 6, 1994
SUBJECT: Grievance 94-03 - Step Three

During our negotiating of the ACC-ESP contract, it was agreed to place the grievances outstanding (94-01, 94-02, and 94-03) in abeyance until the contract was settled.

It is with pleasure that I can assume that the signing of the ACC-ESP contract will be forthcoming this week; therefore because the contract language and addendum satisfies the issues at large, the ACC-ESP will formally withdraw Grievance 94-03 from the step of Mediation. The other grievances in arbitration will be dealt with by letters sent by the MEA Uniserv Director, Mr. Frank Musto as requested in correspondence, copies of which are attached. Copies of that correspondence from the MEA Uniserv Director should be received shortly on 94-01 and 94-02.

I look forward to the signing of the contract and the resulting withdrawal of all grievances outstanding. Thank you.

ms

cc: ✓ Joyce Worniak, President, ACC-ESP
Sandra Kroll, Negotiating Team Member
Frank Musto, Uniserv Director, MEA
Frank McCourt, ACC Faculty Council
Tom Bowman

