

**AGREEMENT**

**BETWEEN**

**DELTA COLLEGE**

**AND**

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

**(FACILITIES MANAGEMENT)**

**2013-2016**



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# **FACILITIES MANAGEMENT EMPLOYEES AGREEMENT 2013-2016**

## ***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 Facilities Management employees under the jurisdiction of the Facilities 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:

### Facilities Management

Custodian  
Electrician  
Mechanical Maintenance  
General Laborer  
General Maintenance  
General Trades

## ***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 (30<sup>th</sup>) 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 three stewards, one steward for each working shift of the Facilities Management. 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 Facilities Management administration 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 Facilities Management administration 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 Stewards Committee at the next regular meeting between the Facilities Management administration and the Stewards Committee, except that if a grievance has been submitted within twenty-four (24) hours of a regular meeting between the Facilities Management administration and the Stewards Committee it shall, at the request of either the Facilities Management administration, or the Chairman of the Stewards Committee, be deferred until the next regular meeting of the Facilities Management administration and the Stewards Committee. It is understood that all meetings between the Facilities Management administration and the Stewards Committee, the Facilities Management administration shall have the privilege of delegating his/her authority to a member of his/her staff.
  - (b) Regular meetings of the Facilities Management administration and the Stewards Committee shall be held at the Facilities Management administration's office at such times as shall be agreed upon by the Facilities Management administration and the Chairman of the Stewards Committee.

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

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

Such grievances shall be submitted in writing by the Union to the Facilities Management administration and by the employer to the chairman of the Stewards Committee. Such grievance shall be discussed at the next meeting of the Facilities Management administration and the Stewards Committee unless it is submitted within twenty-four (24) hours at the time at which such meeting is scheduled, in which event it may be postponed until the following meeting at the request of either the Facilities Management administration, or the chairman of the Stewards Committee.

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

#### **SEC 9: MEMBERSHIP OF THE APPEAL BOARD**

- (a) The Appeal Board shall consist of two representatives of the employer, and two representatives of the Council and/or International Union, and, when necessary, an arbitrator.
- (b) In the event that they are unable to settle a matter, it shall be determined by decision of the arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an arbitrator will be paid by the parties equally.
- (c) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add

to, or subtract from or modify any of the terms of this Agreement, nor shall s/he substitute his/her discretion for that of the employer or the union where such discretion has been retained by the employer or the union, nor shall s/he exercise any responsibility or function of the employer or the union.

**SEC 10: WITHDRAWAL OF CASES**

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

**SEC 11: PAYMENT OF BACK PAY CLAIMS**

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

**SEC 12: COMPUTATION OF BACK WAGES**

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

**SEC 13: DISCHARGE AND DISCIPLINE**

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

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

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

- (a) New employees hired, shall be considered as probationary employees for the first ninety (90) working days of their employment. The working days probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period s/he shall be entered on the seniority list of the unit and shall rank for seniority. There shall be no seniority among probationary employees.
- (b) Upon completion of their probationary period new employees shall be placed on the overtime list with the number of hours charged equal to the high number of hours on the list.
- (c) The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this agreement, except discharged and disciplined employees for other than union activity.
- (d) Seniority shall be on a plant-wide basis, except where otherwise specified in accordance with the employee's last date of hire.

**SEC 15: RESIGNATION OF EMPLOYEES**

A satisfactory termination of employment by the employee is a minimum of one week's notice 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**

An employee shall lose his/her seniority for the following reasons only:

- (a) S/He quits
- (b) S/He is discharged and the discharge is not reversed through the Procedure set forth in this Agreement.
- (c) S/He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his/her last known address that s/he has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If s/he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) Settlement of a total disability.

## **SEC 18: SHIFT PREFERENCE**

Effective July 1, 2001, shift preference will be granted on the basis of classification seniority. For employees in their classification prior to July 1, 2001, shift preference will be granted on the basis of plant-wide seniority. In proper cases exceptions may be made. A transfer to a desired shift will be 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.

Shift preference between third shift Custodian and third shift General Laborer classifications will be allowed and granted on the basis of plant-wide seniority.

## **SEC 19: SENIORITY OF STEWARDS**

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

## **SEC 20: SENIORITY OF OFFICERS**

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

## **SEC 21: SUPPLEMENTAL AGREEMENTS**

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

## **SEC 22: LAY OFF DEFINED**

- (a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.
- (b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to date of hire within the unit as defined in Section 16(c). In proper cases exceptions may be made. Disposition of these cases will be a proper matter for a special conference consisting of two representatives of the bargaining unit and



two representatives of management and if not resolved, it shall then be subject to the Appeal Board step of the grievance procedure.

- (c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local Union Secretary and Council shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

### **SEC 23: RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 16 (c). Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice or recall s/he shall be considered a quit.

### **SEC 24: TRANSFERS**

- (a) Transfer of Employees. If an employee is transferred to a position under the employer not included in the unit and there after transferred again to a position within the unit, s/he shall accumulate seniority for time worked not to exceed six months while working in the position to which s/he was transferred. Employees transferred prior to July 1, 1976, will accumulate seniority for the period of time they work outside the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- (b) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer. The same standards for transfer shall apply as that for promotion. In such cases all vacancies and newly created positions shall be posted in a conspicuous place (7) calendar days prior to filling such vacancy or newly created position.
- (c) Management will also post area and shift vacancies or newly created positions, however, management reserves the right to transfer employees between areas.
- (d) Employees do not have a right to transfer between Food Service and Facilities Management.

## **SEC 25: PROMOTIONS**

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The employer agrees to accept recognized certificates and degrees related to the job posted as partial credit toward multiple years of work experience which may be requested as part of the minimum requirements for the position.

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

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

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

- (b) During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.
- (d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

**SEC 26: VETERANS**

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 two (2) years.

Leaves of absence must be applied for in writing to the Facilities Management administration 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**

- (a) 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 three (3). The total number of days off per year for all members to attend Union functions shall not exceed twelve (12), absent written permission from Facilities Management administration. 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 employees will be earned at the rate of one day a month and will be accumulated to a total of one hundred and sixty (160) days. To earn sick leave, employees must actually work fifteen (15) days in each month to receive credit for that month. For purposes of this provision, "actually worked" shall include paid personal, paid vacation and comp time taken during the month. The term "actually worked" shall not include sick days taken off during the month. However, during a

continuous sick leave which extends beyond thirty (30) calendar days, the employee's sick leave account shall be credited during the first thirty (30) calendar days of sick leave as though these days were actually worked.

Sick leave will be charged off at the rate of five days per week excluding holidays and not less than ½ day 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, or as a condition of continued sick leave usage for a period not to exceed two (2) years. In such cases, the employee's attendance record will be evaluated, and if the College determines the attendance record has improved, the medical certification requirement will cease. If the College determines that the attendance record has not sufficiently improved, the medical certification requirement may be reissued.

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 Facilities Management administration 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. In special cases, exceptions may be considered to any of the above conditions by the Human Resources Office.

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

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

### **SEC 32: HOURS OF WORK AND OVERTIME**

The work week of employees in the Facilities Management Department shall be a forty-hour week based upon five days per week at eight hours a day. The Employer may, however, establish on an as needed basis, a four (4) day per week at ten (10) hours per day work week (Monday through Friday only). Changes in schedule from a five (5) day to a four (4) day work week (or vice versa) shall not occur without fourteen (14) days advance notice.

All employees, regardless of work schedule (i.e., five 8 hour days, or four 10 hour days, etc.) shall accumulate their vacation, sick and personal days bank on the basis of hours. The term "day" shall be interpreted to mean eight (8) hours regardless of work schedule.

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 work week or 8 hours (or 10 hours) in one day. Before extra time is worked, the compensatory method shall be determined by the employee. Compensatory time will be handled in accordance with the provisions of the Fair Labor Standard Act as amended 11/13/85 and the Rules and Regulations of the Facilities Management. Accumulated Compensatory time can be taken in one (1) hour increments, providing the immediate supervisor approves and is notified twenty four (24) hours in advance, on the last scheduled work day.

When it is necessary for overtime work to take place generally the work shall first be offered to the employees where that type of work normally occurs. If at the end of 12 hours continuous work by any employee and it is evident that much more time is required to finish a job, other employees throughout the College may be called. The hours of the day that make up the eight hour day will be determined by Facilities

Management administration. Any changes in the work day will be posted well in advance of the effective day for changing. Those persons who begin work after 3:00 p.m. will be paid .15/hour premium. Those who begin work after 9:30 p.m. will be paid .20/hour premium. Employees whose regular work schedule is greater than five (5) consecutive days will be paid a .15/hour premium in addition to their start time premium. The regular full working day shall consist of 8-1/2 hours per day or 10-1/2 hours per day with 30 minutes off for lunch.

Employees may take one 15 minute coffee break during the first and second half of their regular shift. Employees who are scheduled to work a five or six hour period will be granted one 20-minute break.

An employee who is called in for overtime duty shall be guaranteed 4 hours at straight time or time and one-half for actual hours worked, whichever is greater. Overtime scheduled forty eight (48) hours in advance will be paid time and one-half for actual hours worked. Employees who shall be asked to extend their normal shift and work overtime shall be guaranteed that extra work will take as long as the supervisor's estimate.

### **SEC 33: HOLIDAY PROVISIONS**

Paid holidays recognized by this agreement are the 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. The actual days to be observed as holidays pursuant to this provision, shall be mutually agreed upon by the parties during March of each year, and posted on a holiday calendar. Personnel will be paid the equivalent of their regular scheduled work day on the scheduled date of the holiday(s). Regular scheduled work day shall be interpreted to mean the employees regular scheduled work day(s) of the semester in which the holiday(s) falls. If the scheduled holiday(s) falls on the employees' day off, one (1) paid day of comparable time will be given during the preceding week or during the week in which the holiday(s) falls. If the holiday(s) falls between semesters, the scheduled paid holiday(s) shall be based on the regular scheduled work days of the preceding semester.

To be eligible for the holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day following the holiday; except during Christmas/New Years break period. For payroll purposes, a day for which an employee is paid shall be considered as a day worked, under the provisions of this section.

Holiday pay for full-time employees will result in eight (8) hours of pay, with the exception of employees who are scheduled to work a four (4) day ten (10) hour shift during the week of the holiday. In such case, the employee working the four (4) day ten (10) hour shift shall be entitled to ten (10) hours holiday pay for the holiday.

**SEC 34: PERSONAL BUSINESS DAY**

Each full-time employee covered by this agreement shall be granted three (3) 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. In light of the fact that twenty-four (24) hours of personal days may not result in equal increments for employees scheduled to work four (4) 10 hour days, such employees may utilize their vacation and comp time to make up a full (10 hours) or one-half (5 hours) personal day.

Only employees who quit or are fired will have their personal business days prorated.

**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. Vacation is earned incrementally per pay period based on actual hours paid. 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.

Annual Vacation Rate

1 <sup>st</sup> year through 4 <sup>th</sup> year	10 days
5 <sup>th</sup> year through 11 <sup>th</sup> year	15 days
12 <sup>th</sup> year through 15 <sup>th</sup> year	20 days
16 <sup>th</sup> year and above	21 days

**SEC 36: VACATIONS: ELIGIBILITY AND USE**

- (a) Newly hired employees are eligible to request earned vacation after six months of continuous employment.
- (b) Vacations will be granted at such times during the year as are suitable, considering both wishes of employees and efficiency of the operation of the department concerned, providing the immediate Supervisor is notified 24 hours in advance, except for emergencies when shorter notification will be acceptable.
- (c) Vacations may be split into one or more weeks providing such scheduling does not interfere with the Facilities Management operation.

Employees will be permitted to take accrued vacation in one (1) hour increments. (Effective January 1, 2014)

- (d) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (e) The maximum accrued vacation is one and one half (1 ½) times the annual vacation rate for that individual. Once the accrual limit is reached, accrued vacation time in excess of the annual rate will be lost without pay. (Effective January 1, 2014)
- (f) A vacation may not be waived by an employee and extra pay received for work during that period.
- (g) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, s/he will be awarded payment in lieu of vacation.
- (h) Employees requesting vacation in advance of it being earned will assume the complete responsibility for repayment of all liability that may be incurred, either by earning additional vacation time or by repayment equal to all such vacation time used in advance, including separation of employment.

**SEC 37: PAY ADVANCE**

- (a) 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.
- (b) 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 38: 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 39: RATES FOR NEW JOBS**

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

**SEC 40: TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., for a period of more than five (5) working days, will be granted to the senior employee who meets the requirements for such jobs. Temporary assignments on a day-to-day basis for periods of five (5) days or less may be filled by assignment of selected individuals. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

**SEC 41: 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.

Second shift employees who serve on jury duty shall have their work schedule adjusted to accommodate their jury duty service.

Third shift employees who serve on jury duty shall be reassigned to the second shift to accommodate their jury duty service.

**SEC 42: SCHOOL CLOSING**

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

On days when Delta College is declared closed for weather, or any other Act of God, certain employees may be called in. When an employee is called to work on a school closed day, he/she will receive their pay and compensation time equal to the number of hours worked on that day, up to a maximum of eight (8) hours. Such

compensation time must be used within one (1) year of the date earned or the employee forfeits it. Employees not called in, whose shift is involved with the closing, will receive their regular pay. Section 32 of this agreement shall apply for any overtime worked.

**SEC 43: 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 year one (2013/2014) will be calculated at 17.5% of the monthly premium. Year two (2014/2015) will be calculated at 17.5% of the monthly premium and year three (2015/2016) 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 44: DENTAL INSURANCE**

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

**SEC 45: VISUAL INSURANCE**

The College agrees to pay the premium for the Visual Plan as administered by the Human Resource Office.

**SEC 46: LIFE INSURANCE**

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

**SEC 47: 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 48: 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 49: PENSIONS**

Delta College participates in the Michigan Public School Employees Retirement Plan and covers the employer's contribution up to a maximum of 14.66% of eligible salary. If the retirement cost exceeds 14.66%, the employee would be required to pay the difference through payroll deduction. (Details are available in the Human Resources Office.)

**SEC 50: TUITION WAIVER PROGRAM**

All employee classifications, except General Laborers will be eligible for the College's current "Tuition Waiver Program" as administered for other employee groups.

**SEC 51: LICENSES AND CERTIFICATIONS**

With the exception of the cost of the State of Michigan general operator's driver's license, the College shall reimburse employees for the actual cost of any College required licenses and/or certificates.

## **SEC 52: EQUALIZATION OF OVERTIME HOURS**

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

1. General laborer, custodian
2. General maintenance
3. General trades
4. Mechanical maintenance
5. Electrician

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

Employees may exchange with proper notification to supervision; however, it shall be the employee's 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 53: MAINTENANCE WORK**

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

## **SEC 54: TEMPORARY EMPLOYEES (STUDENTS)**

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

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

**SEC 55: 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.

**SEC 56: SUPPORTED EMPLOYMENT PROGRAM**

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

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

**SEC 57: JOB DESCRIPTIONS**

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

**SEC 58: CLASSIFICATIONS AND WAGE RATES**

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

**SEC 59: TERMINATION AND MODIFICATION**

This agreement shall continue in full force and effect until 11:59 p.m. June 30, 2016.

- (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 60: 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 61: EFFECTIVE DATE**

This Agreement shall become effective as of July 1, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

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

DELTA COLLEGE

  
\_\_\_\_\_  
Its Council #25 Representative

  
\_\_\_\_\_

  
\_\_\_\_\_  
Its Local President

\_\_\_\_\_

\_\_\_\_\_  
Its Local Union Committee

\_\_\_\_\_  
Its Local Union Committee

## **APPENDIX A**

### **JOB DESCRIPTIONS**

#### **GENERAL LABORER**

Employees within the general laborer classification will perform work assigned by the College within the custodian classification, and shall also perform that work performed by temporary employees (students) as specified in Section 54 of this Agreement.

After the effective date of this proposal, if the College determines that it will fill a custodian vacancy, it may do so, within its sole discretion, by hiring general labor employees who may be assigned to work part or full time.

Sec 18: Shift Preference: General Labor employees may not exercise a shift preference during the semester unless it does not affect the hours of work or the tuition reimbursement program of another employee.

Sec 25: Promotions:

- (a) Promotions within the bargaining unit from the General Laborer classification to the Custodian classification shall be made on the basis of qualifications, as determined by the College. 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
2. His/her ability to perform the job

All postings shall be valid until completion of the trial period. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee. In the event the senior applicant disagrees with



the reason for the denial, it shall be a proper subject for the Grievance Procedure.

- (b) During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.
- (d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

General labor employees shall be considered as members of the bargaining unit but shall not receive any fringe benefits or wages other than those specifically provided as follows:

- Sec 30: Sick Leave: General Labor employees (scheduled to work twenty four (24) hours of more per week but less than thirty (30) will earn two (2) hours of sick time per month. Sick time can be accumulated up to one hundred twenty (120) hours. To earn the sick leave described above. General Labor employees must actually work nine (9) days in each month to receive credit for that month. General Labor employees (scheduled to work more than thirty (30) hours per week) will earn four (4) hours of sick time per month. Sick time can be accumulated up to two hundred and forty (240) hours. All other provisions of Sec 30 will be applicable.
- Sec 31: Funeral leave: As provided in the contract.
- Sec 33: Holiday Provisions: Employees working 20 hours or less per week will receive four (4) hours of holiday pay and employees working more than 20 hours per week will receive eight (8) hours of holiday pay. All other provisions of Sec 33 will be applicable.
- Sec 35: Vacation Rates: General Labor employees (scheduled to work more than thirty (30) hours per week) will earn five (5) annual vacation days. The vacation schedule in Sec 35 does not apply to this classification. All other provisions of Sec 35 and 36 will be applicable.
- Sec 41: Jury Duty: As provided in the contract.

Sec 43, 44, 45, 46 and 47: General Laborer employees will be eligible to use the flexible benefit program at Delta College to purchase medical insurance, dental/visual assistance allowance, life insurance and long term disability insurance at the College's group rates if allowed by the providers of those programs.

Sec 50: Tuition Reimbursement: The tuition and registration fee will be reimbursed for attending academic classes at Delta College for the General Laborer employees only; however, all class fees are still applicable. General Laborer employees hired after July 1, 2007 will be limited to fifty percent (50%) reimbursement of their tuition and registration fee. General Laborer employees are eligible to participate under the following guidelines:

- (a) The General Laborer must actually be employed by Delta College at the time of registration;
- (b) The General Laborer must pay for all classes at the time of registration, consistent with the requirements applicable to all other students;
- (c) The General Laborer will receive reimbursement for tuition and registration fees (only) after the General Laborer has completed the class(es) during the semester, met the required minimum grade criteria as defined in the Colleges's current "Tuition Waiver Program" and shows proof of class completion (i.e., transcript, grade sheet, etc.); and
- (d) The General Laborer must maintain his/her Delta College employment at all times during the semester for which tuition reimbursement is requested.

All other provisions of the current "Tuition Waiver Program" as administered for other employee classifications and groups shall apply unless they conflict with the above language.

The work schedule, hours of work, days of work, work week, and weeks of work per year shall be determined within the sole discretion of the College.

## ***CUSTODIAN***

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

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

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

Employees within the custodian classification shall also perform that work performed by temporary employees (students) as specified in Section 54 of this Agreement.

In the event that the College establishes first shift full-time General Laborer assignment(s), custodians shall be eligible to exercise their shift preference for these assignment(s) and, if awarded, shall occupy these assignment(s) without loss of wage (excluding shift preference) or benefits so long as the College determines to continue these assignment(s) as full-time.

## ***GENERAL MAINTENANCE PERSON***

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

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

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

## ***MECHANICAL MAINTENANCE PERSON***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***ELECTRICIAN***

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

The electrician will at times assist the other maintenance personnel.

### ***GENERAL TRADES***

The employee shall be experienced in the use of hand and power tools and the operation of heavy equipment associated with building trades and facilities maintenance. The employee must have a general knowledge of materials and be able to work from blueprints and drawings. His/her work may include but is not limited to the installation, repair, replacement and maintenance of ceilings, walls, doors, and windows with associated hardware, floor covering, roofing, painting, masonry, motorized vehicle and equipment repair and locksmithing. It may also include new construction, installation and repair of cabinetry, shelving, instructional materials and storage facilities. It may also include other trades associated with construction work that does not require a license/certification for code/regulatory compliances. The employee must be able to maintain good working relations with his/her supervisor, co-workers, faculty and administrative personnel.

## **APPENDIX B**

### **Classification and Wage Rates**

<b>Base Salary</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
General Laborer	\$9.49	\$9.66	TBD Economic Re-opener
Custodian	\$11.56	\$11.77	TBD Economic Re-opener
General Maintenance	\$16.33	\$16.62	TBD Economic Re-opener
General Trade	\$19.73	\$20.08	TBD Economic Re-opener
Mechanical Maintenance	\$21.77	\$22.16	TBD Economic Re-opener
Electrician	\$21.77	\$22.16	TBD Economic Re-opener
Salaries for employees hired prior to July 1, 1998 shall be red circled and increase per year as follows:	1.7%	1.8%	TBD Economic Re-opener

Probationary employees shall receive ten percent (10%) less than the base rate. Upon successful completion of probation, such employees shall receive the base rate. The probationary period wage reduction does not apply to the General Laborer classification.

The Employer retains the right to assign an employee to work as a crew leader who shall receive one dollar (\$1.00) per hour in addition to the base rate for all hours worked while assigned as a crew leader.

The crew leader as assigned will be responsible to their supervisor and will receive written and verbal instructions from him/her.

The crew leader will organize and assign work to the appropriate employee, will order materials as needed and attend to other duties as directed. The crew leader will not be responsible for payroll duties, disciplinary actions and project directions.

# ***APPENDIX C***

## **MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

### **Section 1: Recognition**

This Memorandum of Understanding and Agreement is made by and between the parties, DELTA COLLEGE (hereinafter referred to as the "College") and AFSCME, Local Union No. 845 (hereinafter referred to as "Union").

It is hereby understood and agreed that during their 1998 contract negotiations, the parties consolidated certain classifications within the Facilities Management collective bargaining agreement. To properly implement and clarify their agreement concerning Section 1, the parties agree as follows:

1. The General Maintenance classification shall include work formerly performed within the Utility Person, Groundsperson and Head Groundsperson classifications.
2. The General Trades classification shall include work formerly performed within the Carpenter, Painter and Mechanic & Equipment Operator classifications.
3. Reclassified employees who currently receive a higher hourly rate of pay than specified in the collective bargaining agreement for the General Maintenance or General Trades classifications shall continue to receive their higher rate of pay while in the applicable classification, as well as any future across-the-board wage increases provided to other employees within the classification.
4. In recognition of the fact that several current employees have been reclassified from job classifications no longer found in the collective bargaining agreement, into the General Maintenance and General Trades classifications, the parties agree that with regard to these employees, job assignments will be made as existed prior to the consolidation of classifications.

5. Current Custodians (within the classification prior to July 1, 1998), who later promote into the General Maintenance classification shall receive an increase in pay as provided below:
  - a. If hired after July 1, 1987, the newly promoted employee shall receive a \$1.00 per hour wage increase in addition to their then current rate of pay, along with any future across the board wage increases provided to other employees within the General Maintenance classification.
  - b. If hired before July 1, 1987, the newly promoted employee shall receive the then current wage rate for General Maintenance employees hired before July 1, 1998.
  
6. Current Utility, Groundspersons and Head Groundspersons (within the classification prior to July 1, 1998), who later promote into the General Trades classification shall receive seventy-five cents (\$0.75) per hour in addition to their then current rate of pay, along with any future across-the-board wage increases provided to other employees within the General Trades classification.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

DELTA COLLEGE

AFSCME, LOCAL UNION NO. 845

BY: Lawry E. Ransberger

BY: Thomas J. Hoban

DATED: July 9, 2013

DATED: 7-9-13