

AGREEMENT

July 1, 2007 - June 30, 2010

Between
Kirtland Community College
and
United Steelworkers AFL-CIO-CLC
on behalf of Local Union 15095



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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2007, by and between KIRTLAND COMMUNITY COLLEGE of Roscommon, Michigan (hereinafter referred to as “Kirtland”), and UNITED STEEL WORKERS, AFL-CIO-CLC on behalf of LOCAL UNION 15095 (hereinafter referred to as the “Union”).

WITNESSETH: It is the intent and purpose of the parties hereto that this contract shall maintain and improve the harmonious relationship of Kirtland Community College and its employees.

THEREFORE: Kirtland and this Union together set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties.

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ARTICLE I
RECOGNITION

Kirtland hereby recognized the Union as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of maintenance, custodial, groundskeeper, utility, and head custodian personnel of Kirtland, excluding foremen, supervisor, temporary employees, students, and all others. (Amended in 1999)

The supervisor shall not take over the shift of any person in the bargaining unit except in cases of emergency.

ARTICLE II
DEDUCTIONS

A. Dues Checkoff

The Employer agrees to deduct from the wages of such employees, in accordance with the expressed terms of a voluntarily signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union. Such deductions shall be made out of the first payroll period of each month and immediately forwarded to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC at the address which the employee authorizes for this purpose. Employees may withdraw authorization for deductions in their discretion without retaliation.

A checkoff list shall accompany the deductions setting forth the name and amounts of dues and initiation fees, and a copy of said deduction list shall be forwarded to the Financial Secretary of the Local Union.

The Union shall indemnify and save Kirtland (including its Board members and administrators) harmless against any and all claims, costs, demands, attorney fees, suits, judgments, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in enforcing or administering the provisions of this Article.

ARTICLE III
EMPLOYER RIGHTS

- A.** Nothing contained herein shall be considered to deny or restrict Kirtland of its rights, responsibilities, and authority under the Michigan laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority Kirtland had prior to this Agreement are retained by Kirtland. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of Kirtland.
2. Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or school hours or days consistent with the terms of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, discharge, or otherwise discipline employees for cause (cause shall not be required with regard to probationary employees), transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees, consistent with the terms of this Agreement.
4. Determine the qualifications of employees, including physical conditions, in accordance with applicable state and federal statutes or administrative regulations.
5. Determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
8. Determine the policy affecting the selection, testing, or training of employees.
9. To establish course of instruction and in-service training procedures for employees and to require attendance at any workshop, conference, etc., by employees, including special programs. Employees shall be compensated for these activities when attendance is required outside of regular working hours.

10. Kirtland and/or its representative may adopt reasonable rules and regulations for production, discipline, and safety where such rules do not conflict with the terms of this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of Kirtland, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of the Agreement.
 - C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by Kirtland in the past.

ARTICLE IV INJURIES

Kirtland may pay the difference between worker's compensation payments and the employee's regular weekly wages in compensable cases upon the employee's written request. The differential will be deducted on a pro rata basis from the employee's accumulated sick leave.

ARTICLE V SAFETY AND HEALTH

Kirtland shall provide clothing and gear where deemed necessary by the Director of Facilities Management or as required by OSHA. Employees are required to wear clothing and gear provided. Clothing to be provided shall be as follows:

1. The employer will provide an annual allowance of \$100 per year per employee, for steel-toed shoes. If not used, the allowance does not accumulate.
2. Six (6) work shirts per year to be maintained by employees. Annually, the union with employer input, will select styles and colors of shirts to be worn.
3. A winter coat, bibs, vest, and hat shall be provided for maintenance and grounds employees. The replacement and purchase of all winter clothing shall be authorized by the immediate supervisor. Other facilities management employees may qualify for winter wear when deemed necessary by the administration. The union, with employer input, will select styles and colors of outerwear to be worn.

4. Rain gear will be made available to employees.

Employees may be invited to serve on a safety and health committee(s). Participation on such a committee shall be voluntary and paid. One employee identified by the bargaining unit shall be a member of the committee.

ARTICLE VI

HOURS OF WORK, PAY AND OVERTIME

A. Rates of Pay

The wages shall be as set out in Appendix A.

- B.** Employees shall fill out POL 5.365 time sheets. Time sheets shall be turned into and signed by their supervisor. Employees shall be given a copy of their POL 5.365 time sheet by the supervisor signing for Kirtland.

C. Hours of Work

The work week shall begin at 12:01 a.m. Sunday morning. The day shift shall normally be scheduled from 7:00 a.m. to 3:30 p.m. The afternoon shift shall normally be from 2:00 p.m. to 10:30 p.m. The night shift shall normally be from 10:30 p.m. to 7:00 a.m. Kirtland may establish additional shifts. If Kirtland determines to permanently change the work hours of a shift, it shall provide affected employees and unit president two (2) weeks' advance notice. During college breaks, shifts may be adjusted with less than two (2) weeks' advance notice and the employee and unit president shall be notified. An unpaid lunch period of thirty (30) minutes' duration shall be allowed for employees who work a minimum of six (6) hours. Employees shall be granted two (2) fifteen (15) minute breaks during an eight (8) hour shift. Such lunch periods and breaks will be scheduled by the supervisor.

D. Call-in Pay

Kirtland will pay a minimum of three (3) hours pay for all call-ins at time and one-half (1 1/2) the regular rate of pay. Call-in hours shall be reported on a separate call-in timesheet. Call-in will be considered anything less than 24 hour notice. Extra hours at the end of the shift will not be considered call-in.

E. Additional Work Opportunities

Additional work opportunities are those times that the employer needs to fill sick days, vacation days, or special projects, etc. These opportunities are normally filled by part-time employees first to avoid payment of overtime. If this time cannot be filled by a part-time employee, full-time employees will be asked and at such time may result in overtime. Exception: some work opportunities may be assigned to individuals based on their unique knowledge, skill, and ability.

F. Overtime

Overtime shall be defined as all hours worked over 40 hours in one week. It shall be compensated at time and one-half over base for all hours worked in excess of 40.

Overtime shall be awarded on the following basis:

1. Overtime shall first be offered to full-time individuals on a rotational basis within the job classification affected. Exception: some overtime opportunities may be assigned to individuals based on their unique knowledge, skill, and ability.
 - a. Any facilities management employee who has signed and been awarded temporary job postings or a temporary job reassignment shall follow the overtime rotation within that newly assigned classification. (Example: a custodian who is awarded a groundskeeping position will be placed on the overtime rotation schedule for groundskeeping)
2. Part-time facilities management employees shall be awarded overtime in extenuating circumstances only with the understanding that total hours worked must remain less than 2080 hours in a fiscal year.

G. Weekend rotation

If the employer deems the need for weekend rotation, which may or may not result in overtime, it shall be administered as follows:

1. The affected employees within a specific classification shall have the right to work a weekend (Saturday and Sunday) on a rotational basis. This rotational list shall be established on a seniority basis.
2. Employees who are asked to work a weekend shall have the right to refuse. However, it is expected that all employees work their fair share.
3. If all employees in the affected classification refuse to work, the employer reserves the right to go to other classifications.
4. Exception: some weekend rotations may be assigned to individuals based on their unique knowledge, skill, and ability.

- H.** When classes are cancelled and the college is **open**, all facilities management employees are expected to report to work. Should individual circumstances dictate that an employee does not report for work on a day when classes are cancelled, the employee must be charged a personal business day or vacation day.

When classes are cancelled and the college is **closed**, only designated facilities management employees are expected to report to work if they are able to do so without undue risk. Facilities management employees required to work when the college is closed shall be paid for hours worked in addition to their idle pay. Idle pay will be considered hours worked for the computation of overtime. Clarification statement: if the college is closed during the day but re-opens for evening classes, custodians shall be paid their regular rate of pay. If the college is open during the day and closes in the evening, custodians are expected to report to work and shall be paid their regular pay rate for hours worked in addition to their idle pay.

Employees who are traveling on college business during a day when the college is closed shall be paid straight time.

- I. Temporary employees are non-bargaining unit, on-call employees who work 960 hours or less per year. Temporary employees may be called in for absences due to vacations or illness or when a temporary increase in work force is necessary.
- J. The working supervisor shall not take over the shift of an employee in the absence of an extenuating circumstances.
- K. **Head Custodian**
If a dispute arises between a custodial employee and the head custodian, the head custodian should explain to the best of his ability the reason behind the assignment or policy to the employee. If there is still a disagreement, the union steward should be contacted and the situation again reviewed with the employee. If the dispute still exists, the employee must follow the instructions or policy and request a meeting with the union steward and director of facilities management the next day. If still unresolved, the employee shall file the appropriate grievance form as required.
- L. **Temporary Assignment**
When an employee is assigned by the employer for a day or more to a job that falls under a higher classification, he/she shall be paid a rate of pay in the higher classification that is closest to current rate of pay without loss of pay and accrue the hours worked toward classification seniority. Once the employee has accrued 240 hours in a temporary assignment(s) (i.e. different classification), then all accrued hours shall be credited toward his seniority in that classification. Example, for the year 2003-04 salary schedule, if a grade 1 employee at step 3 is temporarily assigned to a grade 2 position, he/she shall be paid at the step 2 rate for grade 2.

ARTICLE VII **HOLIDAYS**

Each year Kirtland observes the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

- 1. All full-time and part-time employees are eligible for holiday pay effective the first day of work. Employees shall be paid for their full day.
- 2. Holiday pay is calculated at the regular straight time rate.

3. A paid holiday is not considered as hours worked for purposes of computing overtime over 40 hours during a week in which the holiday occurs.
4. Full-time and part-time employees who are required by their immediate supervisor to work on a holiday will receive double pay for the hours worked (in addition to their idle holiday pay, i.e. three (3) times base rate).
5. If a holiday falls on a Saturday, the previous Friday will be observed as the holiday. If the holiday falls on a Sunday, the following Monday will be observed as the holiday. If the holiday falls on a Thursday, the following Friday will be considered a paid day off. If the holiday falls on a Tuesday, the preceding Monday will be considered a holiday. An employee whose regular work schedule includes a Saturday and/or Sunday will receive the same number of paid holidays as all other full-time employees. The days off shall be mutually arranged between the employee and his/her immediate supervisor.
6. If by board action the college is closed between Christmas and New Year's Day, the part-time employee will be paid at his/her regular hourly rate for 50% of his/her computed average weekly hours. Computed average weekly hours will be based on hours worked for the first eight pay periods of the fiscal year beginning July 1. You must be an active employee at the time. This benefit shall not be considered hours worked and will not be used in the computation of overtime.
7. Religious holidays that occur outside Kirtland's holiday schedule may be taken off without pay if the employee normally observes the holiday. The employee must make prior arrangements with his/her supervisor. Vacation time may be used if desired.
8. Employees must work the regular workday immediately preceding and immediately following the holiday in order to be paid unless they have an excused absence. An excused absence is defined as an absence that has been approved by the supervisor. Examples of excused absences are vacation, illness, bereavement leave, public service duty, or other situations in which authorization for the absence has been granted by the supervisor.
9. There will be no holiday pay when:

- a. An employee is on an approved leave of absence without pay, on layoff, or on regular workers' compensation.
 - b. An employee is absent on an unpaid leave on the last scheduled workday prior to the holiday.
 - c. An employee is absent on an unpaid leave on the first scheduled workday after the holiday.
 - d. An employee is on disciplinary suspension.
 - e. An employee is scheduled to work on a holiday and does not report to work.
10. Other holidays may be scheduled at the discretion of the Board of Trustees. The Board of Trustees will determine which dates will be designated each year and will notify employees of the schedule.

ARTICLE VIII

GRIEVANCE PROCEDURE

Step 1 - Verbal

The employee who feels that he/she has a grievance shall first take the matter up verbally with the supervisor within five (5) working days following the act or condition which is the basis of his/her grievance, and the supervisor will attempt to resolve it. A grievance is defined as an alleged violation of a specific article of this labor Agreement.

Step 2 - Written to the Director of Facilities Management

In the event the matter is not resolved in Step 1, the grievance, within five (5) working days of the discussion at Step 1, shall be reduced to writing and submitted to the Director of Facilities Management or his/her designee. The written grievance shall specify the section(s) violated, the events that caused the alleged violation, and the remedy sought, and shall be signed by the employee(s) involved.

Within five (5) working days of receipt of the written grievance, the Director of Facilities Management shall arrange a conference with the grievant and a member of the grievance committee with the view of satisfactorily resolving the grievance. The Director of Facilities Management or designee shall answer the grievance in writing within five (5) days of said conference.

Step 3 - Written to the Director of Institutional Services

In the event the matter is not resolved in Step 2, the grievance, within five (5) working days of the discussion at Step 2, shall be reduced to writing and submitted to the Director of Institutional Services or designee.

Within five (5) working days of receipt of the written grievance, the Director of Institutional Services shall arrange a conference with the grievant and a member of the grievance committee with the view of satisfactorily resolving the grievance. The Director of Institutional Services or designee shall answer the grievance in writing within five (5) days of said conference.

Step 4 - Written to the Chief Business and Financial Officer

In the event the matter is not resolved in Step 3, the grievance, within five (5) working days of the receipt of the answer in Step 3, may be appealed to the Chief Business and Financial Officer. The Chief Business and Financial Officer will arrange a conference with the grievant, the grievance committee representative, the Department Head, and the Director of Facilities Management and the Director of Institutional Services. The Chief Business and Financial Officer will respond in writing within five (5) working days of said conference.

Step 5 - President Appeal

In the event the matter is not resolved at Step 4, the grievance, within five (5) working days of the receipt of the answer in Step 4, may be appealed to the President or designee. Such appeal shall be in writing. Within ten (10) working days of receipt of the written appeal, the President or designee shall arrange a conference. At the Union's option, the grievant(s), the grievance committee, and the staff representative may be present. They shall meet with representatives of the President with the view of satisfactorily resolving the grievance. The President or designee shall answer the grievance in writing within ten (10) working days after such conference.

Step 6 - Arbitration

If the Union is not satisfied with the decision at Step 5, the grievance may be submitted for arbitration. The Union shall request arbitration within fifteen (15) days of the President's decision and provide notice to Kirtland of its intent to do so. If the parties cannot agree to an arbitrator, the arbitrator shall be selected pursuant to the Federal Mediation Conciliatory Services (FMCS).

- a. There shall be no appeal from an arbitrator's decision if the decision is within the scope of his/her authority as set forth. It shall be final

and binding on the Union, its members, the employee or employees involved, and Kirtland.

- b. The fees and expenses of the arbitrator shall be shared equally by the Union and Kirtland.

Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales or change any salary.
- c. The arbitrator shall have no power to rule on any of the following:
 - (1) The termination of services or failure to re-employ any probationary employee.
 - (2) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - (3) Any matter involving the employee's evaluation, unless it is a claim of failure to follow contract procedures.
- d. He/she shall have no power to change any practice, policy, or rule of Kirtland, nor to substitute his/her judgment for that of Kirtland as to the reasonableness of any such practice, policy, rule, or any action taken by Kirtland. His/her power shall be limited to deciding whether Kirtland has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding

upon Kirtland from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of Kirtland.

- e. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

Time Limits

Any grievance not processed within the applicable time limits (including dates for filing the grievance initially) and not advanced to the next step within the applicable time limits, shall be deemed abandoned. If the grievance is not answered by Kirtland within the applicable time limits, it shall be automatically advanced to the next step. Time limits may be extended by Kirtland and the Union in writing; then the new date shall prevail. It is further agreed that the parties may, by mutual agreement, bypass a step or steps contained herein and otherwise resolve the grievance.

Meeting

The conference, discussion, and/or meetings in the grievance procedure shall be scheduled at a time when there is no disruption of normal scheduled routine and duties. Such conference, discussion, and/or meetings shall be held at reasonable times.

Agreements

A resolution of the grievance at any step of the grievance procedure shall be final and binding on the Union, the employee, and Kirtland. No agreements shall be made with an individual employee(s) that are contrary to the provisions of this Agreement and without full knowledge of the local Union officers.

ARTICLE IX
BEREAVEMENT LEAVE

Up to three (3) days off with pay per occurrence will be granted to a full-time or part-time classified employee in the event of a death in the immediate family. Part-time employees will only be paid for scheduled work hours during that bereavement period.

Immediate family is defined as spouse, child (including biological, adopted, foster, step, or legal ward), parent (including in-laws), brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including in-laws), grandchild, aunt, or uncle, or relative living at the employee's residence where the employee has day-to-day responsibility for the individual.

The appropriate administrator or Director of Human Resources may grant additional time off with pay if extenuating circumstances warrant an extension of funeral leave.

ARTICLE X
SENIORITY

A. Definition of Employee

A full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) hours per week.

A part-time employee shall be defined as an employee who works less than 2080 hours per year.

B. Probation

Persons who are newly hired into the unit shall be on probation for the first six calendar months of employment. Probationary employees may be discharged with or without cause or notice, and the employee shall have no right to grieve such dismissal. Probationary employees shall be eligible for any benefits under this Agreement.

After completion of the six month probationary period, the employee's name shall appear on the seniority list as the original date of hire.

C. Seniority List

Total seniority shall be defined as the length of total service in the bargaining unit since date of hire. Employee's seniority shall be calculated on a pro-rated basis if the total hours worked during a calendar year is less than 2080. Upon satisfactory completion of the probation period, a new employee's seniority date shall be retroactive to the date of hire.

Classification seniority shall be defined as the length of total service in a specific job classification based on the date of entry into the position. Employee's seniority shall be calculated on a pro-rated basis if the total hours worked during a calendar year is less than 2080. Employees will retain any earned total seniority, and the classification seniority for a previous position(s), if moved to another position. However, classification seniority for the new position will begin at the date of entry into the position, not from the date of original hire.

A seniority list shall be posted annually on the 30th day of July containing the employee's name, original hiring date, current position (classification) start date, total seniority date, and classification seniority date(s).

D. Loss of Seniority

There shall be no loss of seniority unless the employee quits, retires, or is discharged for just cause, or is absent from work in excess of two (2) years due to an unpaid leave of absence or being laid off.

The employee's seniority will continue to accrue if he/she enters into the Armed Service as set forth by federal and state law.

Applications of seniority for the purposes of lay-off, recall, job posting, vacation, and longevity are addressed in other specific sections of the contract.

E. Application of Seniority

For the purpose of filling job postings procedures are set forth in Article XIII Job Vacancy. For the purposes of layoffs, bumping, or recall, classification seniority, qualifications, performance evaluations, and education shall prevail. (In the event of a layoff, the parties will meet to discuss layoff procedures).

- F.** The Union, Kirtland, and employee shall cooperate when making determinations as to a reasonable accommodation without imposing an undue hardship for the disabled employee as defined under the Americans with Disabilities Act. The employee's request for an accommodation must be provided within fifteen (15) days notice of the need for an accommodation accompanied by a physician's statement confirming the need for an accommodation. A reasonable accommodation may include, but not be limited to job restructuring, modified work schedule, reassignment, acquisition of equipment or devices provided that such accommodation would not fundamentally alter the essential functions of the job. An appropriate accommodation may necessitate waiver of seniority rights within the bargaining unit as required by law.

ARTICLE XI

LEAVES

A. Sick Leave

- 1a. An employee shall be entitled to one (1) paid sick day per month of seniority with a one hundred twenty (120) day limit on accumulation. This will not affect accumulation prior to September 1, 1994.
- b. An employee who has accumulated over 120 days during a fiscal year shall receive a 50% payout for any unused days over the 120 banked, payable at the end of the fiscal year.
2. Part-time employees' sick days will be prorated.

B. To be entitled to paid sick days, notice must be given Kirtland during the day in question, and it is necessary that said notice be given prior to the time he/she would ordinarily report for duty. The employee shall keep Kirtland currently informed as to how long he/she will be off the job. A licensed physician certificate may be required. Any extended sick leave shall be counted toward the FMLA benefit.

C. Paid sick days will be paid at the time of disability if scheduled.

D. Family Leave

A maximum of six months for personal leave (i.e. items 1, 2, and 4 below) and one year of leave (i.e. item 3 below) may be taken as defined in the federal Family and Medical Leave Act (FMLA) of 1993 and shall be granted to any employee who worked a minimum 1250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:

1. The birth of placement for adoption or foster care of a child;
2. Because of a serious health condition of a spouse, son, daughter, or parent of the employee (as defined in the FMLA of 1993);
3. Because of the employee's own serious health condition;
4. The care of a child under the age of 18 or an older child incapable of self-care because of a mental or physical disability.

If the leave is taken for medical reasons, the Board may require medical certification pursuant to the FMLA.

At the option of the employee and with Kirtland's consent, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in (2) or (3) above.

Such leave will be unpaid by the college unless the employee has personal or sick time which they have to use. Vacation may be used at the employee's discretion. Benefits will continue through the employee's leave and be paid by the college. If an employee elects not to return to work for reasons other than a continuation, recurrence, or onset of a serious health condition, the college will charge the employee the appropriate health coverage premiums. Continuation of benefits beyond one year may be provided at the discretion of the board of trustees upon the recommendation of the President of the college.

ARTICLE XII **VACATION**

Vacation shall be arranged as far in advance as possible with the Director of Facilities Management. Vacation must be taken within eighteen months following its accrual and may be taken at any time with approval of supervisor. Such approval shall not be unreasonably denied. Vacation may not be taken in less than one-half (1/2) day increments. Current vacation adjustment will continue until each employee is credited with proper vacation allowance.

When an employee leaves from Kirtland's employ in good standing, they shall be granted payment of all vacation days accrued.

Vacation shall be accrued and paid in accordance with Board policy.

Part-time employees shall be allowed the equivalent of one week's vacation time each year.

- a. One week is defined as budgeted weekly hours for each individual part-time employee.
- b. Employees must request time off in advance with their supervisor using a time off request form.

ARTICLE XIII **JOB VACANCY**

All job openings in the bargaining unit shall be posted for five (5) working days on the Union bulletin boards. All job posting will have the specific description of the job, shift, and the assignment of the area.

- A. An employee is not eligible to sign a job posting if on disciplinary suspension.
- B. Within classification employees shall be awarded the job based on classification seniority so long as they are eligible to sign the posting.
- C. Out of classification, management may hire whomever they feel is best qualified for the job. Unsuccessful internal applicants shall be given an explanation why they were not hired. This decision is final and non-grievable.

Employees may be assigned other areas due to vacancies or other circumstances. No employee shall sign a job posting unless he/she is willing to assume all the duties of said job. Signers of job postings will be afforded a thirty (30) calendar day trial period on the job if either the employee or Kirtland requests. During any period when a position is vacated, Kirtland may fill that position with a temporary employee if it so desires. At the end of the trial period, the employee will be awarded the job or return to his/her previous job either at the request of the employee or as determined by Kirtland.

ARTICLE XIV SUBCONTRACTING

It is understood that Kirtland may engage outside contractors or others to perform bargaining unit work when Kirtland determines that subcontracting is appropriate because: (1) necessary skills or equipment are unavailable in the bargaining unit; or (2) scheduled completion of work cannot reasonably be accomplished with regularly scheduled bargaining unit personnel; or (3) subcontracting would result in increased economy or efficiency of school operations. Prior to utilizing outside contractors under the provision, Kirtland shall give advance written notice to the Union and shall meet with the Union upon request.

ARTICLE XV RULES AND REGULATIONS

- A.** Employees violating any of the rules and regulations of Kirtland shall be disciplined in the following manner:
1. 1st offense - verbal warning
 2. 2nd offense - written warning
 3. 3rd offense - 3 day suspension without pay
 4. 4th offense - disciplinary action up to and including discharge
- B.** It is understood that the sequence of disciplinary action stated above need not be followed in the order listed. The severity and nature of the employee's violation would determine the penalty to be assessed by Kirtland. It is understood that employees shall be disciplined, including but not limited to excessive absenteeism, poor workmanship, including safety procedures, disobeying instructions, drinking or being intoxicated on the job, theft, sex harassment, in accordance with existing work rules and policies as adopted by the Kirtland Community College board of trustees and subject to the grievance procedure.

Any employee called into any office for disciplinary action may request a Union representative, and such request shall be granted. Employees who feel they were improperly disciplined may file a grievance. Employees will usually not be disciplined in the presence of students or other employees (excluding Union representatives). Should the need for

discipline arise, Kirtland agrees that the intent of the discipline will be to correct the employee.

The employee may examine his/her personnel file with the assistance of a Union representative if the employee requests same during reasonable hours and with prior request. After such examination, a copy of specific items in the file will be provided to the employee if so requested.

ARTICLE XVI **JURY DUTY**

An employee chosen for jury duty shall be excused without penalty of loss of salary for those hours which the employee is otherwise scheduled to work. However, any compensation other than for expenses received for jury services at a time when the employee would otherwise be on his/her school job shall be paid to Kirtland.

ARTICLE XVII **TUITION**

A. Tuition Benefit

Employees and their dependents may attend classes at Kirtland Community College tuition free on their own time with the knowledge of their supervisor.

Part-time employees shall be eligible for either one tuition free Kirtland Community College course (maximum four credit hours) for each semester or a maximum of four credit hours per semester tuition free for FLEX or module based classes, provided the classes are within the same discipline.

Participation in tuition free classes must be with no interference with regular employee responsibilities. In the event the part-time employee does not take advantage of the tuition free course(s), his/her spouse or dependent children are eligible for this benefit.

Application fees, student activity fees, book and other class fees must be paid by the recipient of the employee scholarship grant at the time of registration.

B. Career Development Training

The employer will refund tuition, after the successful completion (above a minimum C or 2.0) of job related training programs which were approved by the Administration prior to the employee's enrollment. The Employer agrees to give good faith consideration to requests.

C. **Seminars**

When the Employer requires the Employee to attend such seminars and training, the Employer will reimburse the Employee for costs including travel and hourly wages.

ARTICLE XVIII
MISCELLANEOUS

A. **Job Promotions or New Positions**

Employees who have either been promoted through the job posting procedure new positions shall start at the appropriate step rate closest to their existing pay grade affording them a raise.

B. **Head Custodian**

The rate of .60 cents per hour shall apply in addition to the base rate of an employee who has successfully bid and is working the position of head custodian.

ARTICLE XIX
DURATION OF AGREEMENT

A. **Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon Kirtland and the Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by Kirtland and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provisions or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

C. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Kirtland and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Kirtland shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

D. Continuity of Operations

The Union, its agents, or employees shall not authorize, promote, or engage in nor condone any strike, work stoppage, or job action of any kind.

E. Term of Agreement

This Agreement shall be effective as of July 1, 2007 and shall remain in effect until 11:00 p.m., June 30, 2010, and thereafter it shall remain in effect for successive periods of one year unless either party shall give the other written notice not less than sixty (60) days prior to the written notice of anniversary date of the Agreement of the intention to change, modify, or terminate the Agreement. Any notice to be given under this Agreement shall be given by certified mail, to be completed by and at the time of mailing; and if by the Employer, be addressed to the United Steelworkers, 503 N. Euclid Avenue, Suite 10 - Euclid Plaza, Bay City, Michigan 48706; and if by the Union, to Kirtland Community College, 10775 N. St. Helen Road, Roscommon, Michigan 48653. No terms shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement. Either party may, by like written notice, change the address to which certified mail notice to it should be given.

KIRTLAND COMMUNITY COLLEGE

UNITED STEEL WORKERS OF AMERICA
AFL-CIO-CLC on behalf of LOCAL UNION
15095:

By _____
Charles D. Rorie, President

Signed this:

Dated:

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC

Signed this:

KIRTLAND COMMUNITY COLLEGE
Roscommon, MI

Leo W. Gerard, Int'l President

Edmund Koliba
Chief Business & Financial Officer

Jim English, Int'l Secretary-Treasurer

Timothy Scherer
Director of Institutional Services

Thomas Conway, Int'l Vice President

JoAnn Comerford
Director of Facilities Management

Fred Redmond, Int'l Vice President

Robert Bovee, Secretary/Treasurer
Board of Trustees

Jon T. Greenen, District Director

Sally Galer, Chairperson
Board of Trustees

Miles Cameron, Staff Representative

LOCAL 15095

Ronald Sharpe, Unit Chairperson

Joseph Meadows, Committee

Gordon Hesse, Committee

APPENDIX A

2007-08 HOURLY RATES

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN	\$10.47	\$10.90	\$11.32	\$11.75	\$12.17	\$12.60	\$13.02	\$13.45	\$13.87
UTILITY	\$10.47	\$10.90	\$11.32	\$11.75	\$12.17	\$12.60	\$13.02	\$13.45	\$13.87
GROUNDSKEEPER	\$10.19	\$10.68	\$11.17	\$11.66	\$12.16	\$12.65	\$13.14	\$13.63	\$14.12
BLDG/GRND MTEC	\$11.48	\$12.05	\$12.62	\$13.20	\$13.77	\$14.34	\$14.92	\$15.49	\$16.07
MAINTENANCE I	\$13.24	\$13.98	\$14.72	\$15.46	\$16.20	\$16.94	\$17.67	\$18.41	\$19.15
MAINTENANCE II	\$15.11	\$15.96	\$16.82	\$17.67	\$18.52	\$19.37	\$20.22	\$21.07	\$21.92

2008-09 HOURLY RATES

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN	\$10.76	\$11.19	\$11.63	\$12.06	\$12.50	\$12.94	\$13.37	\$13.81	\$14.25
UTILITY	\$10.76	\$11.19	\$11.63	\$12.06	\$12.50	\$12.94	\$13.37	\$13.81	\$14.25
GROUNDSKEEPER	\$10.47	\$10.97	\$11.47	\$11.98	\$12.48	\$12.99	\$13.49	\$14.00	\$14.50
BLDG/GRND MTEC	\$11.79	\$12.38	\$12.96	\$13.55	\$14.14	\$14.73	\$15.32	\$15.91	\$16.50
MAINTENANCE I	\$13.60	\$14.36	\$15.12	\$15.88	\$16.64	\$17.40	\$18.15	\$18.91	\$19.67
MAINTENANCE II	\$15.52	\$16.40	\$17.27	\$18.14	\$19.02	\$19.89	\$20.76	\$21.63	\$22.51

2009-10 HOURLY RATES

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN	\$11.05	\$11.50	\$11.94	\$12.39	\$12.84	\$13.29	\$13.73	\$14.18	\$14.63
UTILITY	\$11.05	\$11.50	\$11.94	\$12.39	\$12.84	\$13.29	\$13.73	\$14.18	\$14.63
GROUNDSKEEPER	\$10.75	\$11.27	\$11.78	\$12.30	\$12.82	\$13.34	\$13.86	\$14.37	\$14.89
BLDG/GRND MTEC	\$12.10	\$12.71	\$13.31	\$13.92	\$14.52	\$15.13	\$15.74	\$16.34	\$16.95
MAINTENANCE I	\$13.97	\$14.75	\$15.53	\$16.31	\$17.09	\$17.87	\$18.64	\$19.42	\$20.20
MAINTENANCE II	\$15.94	\$16.84	\$17.74	\$18.63	\$19.53	\$20.43	\$21.32	\$22.22	\$23.12

For an employee to be eligible for a step increase effective July 1st, the employee must have commenced work prior to December 1st of the preceding year. Part-time employees shall have total hours divided by 2080 hours to determine movement on salary step.

Positions within the bargaining unit were based on the following grades in 2006-07:

Custodian: Grade 1

Head Custodian: Grade 1

Utility: Grade 1

Groundskeeper: Grade 2

Building and Grounds, M-TEC: Grade 3

Maintenance I: Grade 5

Maintenance II: Grade 6

APPENDIX B

Longevity Adjustment

An annual longevity adjustment shall be paid to facilities management employees in recognition of years of service to Kirtland. Adjustments shall commence at the completion of twelve (12) years of service.

At the conclusion of each fiscal year, the Coordinator of Personnel & Business Services will review effective start dates of all facilities management personnel. Effective start dates shall reflect both full and part-time service to Kirtland.

All facilities management employees who have completed twelve (12) or more full-time equivalent years of service to Kirtland shall receive a longevity adjustment in the amount of \$50.00 for each year of service (i.e. employees completing twelve (12) years of service shall receive a longevity adjustment of \$600.00).

Longevity adjustments shall be paid at the conclusion of the year in which they are earned.

Fringe Benefits

A. Life Insurance/Accidental Death & Dismemberment Insurance/Dependent Life Insurance

Group term life insurance: \$15,000.00

Accidental death and dismemberment: \$15,000.00

The Board shall provide dependent term life insurance as follows:

Spouse	\$2,000.00
Child (14 days to 6 months)	\$200.00
Child (6 months to age 23 or age 25 if full-time student)	\$1,000.00

The employee may elect, at his/her own expense, additional life insurance at a group rate, subject to the conditions of the insurer.

B. Long-term Disability Insurance

Kirtland will provide each full-time employee disability coverage as follows:

After a 90-day consecutive calendar day waiting period, the disabled employee is eligible for a benefit of 66 2/3% of his/her basic monthly earnings to a maximum monthly benefit of \$4,444 to age 65 or until they reach social security normal retirement age.

C. Medical Insurance

Kirtland shall provide a hospital/surgical/major medical plan for each full-time employee and eligible dependents. The plan shall be comparable to the Blue Cross Blue Shield Community Blue PPO I plan with a prescription drug copay of \$10 for generic drugs and \$40 for name brand drugs. The college shall reimburse up to \$30 for each name brand drug copay, resulting in a net copay of \$10 per name brand drug. There will be no reimbursement for generic drug copays.

D. Dental Benefits

The Board of Trustees shall provide dental coverage for each employee and eligible dependents through a self-funded dental plan as follows:

The plan will pay:

Class I: Basic dental services	75%
Class II: Prosthodontics dental services	50%
Class III: Orthodontic dental services	75%

Maximum contract benefit

Class I and II benefits - \$2,000 maximum per person total per contract year

Class III benefits - \$1,500 per eligible person

E. Travel Accident Insurance

Kirtland shall provide travel accident coverage for each full-time employee while traveling on authorized college business. The beneficiary is the employee's family, as designated, and the coverage is \$50,000.

F. Optical Benefits

Kirtland shall provide optical coverage for each employee and eligible dependents from a self-funded optical plan as follows:

Services provided once every 12 months per person

Exam - \$5.00 co-pay

Lenses - \$7.50 co-pay

Frames - \$40.00 maximum allowance

Contact lenses - Medically necessary: \$7.50 co-pay, then 100%

In lieu of glasses: \$7.50 co-pay, then \$80.00 maximum allowance

In addition to the above benefit, if an employee supplies a prescription from an eye care provider showing his/her need for prescription glasses, the employer shall reimburse up to \$200.00 per year for prescription safety glasses including lenses and frames.

G. Insurance Option Clause

Employees electing to drop Kirtland's hospitalization, surgical, and medical insurance (provided they have another plan and show proof to Kirtland's Coordinator of Personnel & Business Services) will receive a cash payment in the amount of \$1,600 per year.

H. Section 125: Flexible Spending Accounts

Effective January 1, 1994, the following accounts will be made available to all eligible employees on a voluntary basis:

- Section 106 - Pre-tax premiums
- Section 105 - Unreimbursed medical/dental/vision/hearing expenses
- Section 129 - Dependent care expenses

I. Retirement Incentive Plan

1. Candidates shall have a minimum of ten (10) years of service at Kirtland Community College.
2. Candidates shall be eligible for retirement from the Michigan Public School Employees Retirement System (MPERS), and written confirmation of eligibility shall be provided to Kirtland through MPERS.
3. In order to receive the retirement incentives, one must submit a written, non-revocable signed letter of resignation.
4. Retiree cannot draw unemployment compensation.

Incentive: Kirtland will purchase service credit as permitted by and in accord with the Public School Employees Retirement Act. Kirtland will pay up to 5% of the employee's full-time college fiscal year compensation received at the time payment is made, multiplied by the number of years of credit the employee is eligible to purchase, and not to exceed three (3) years.