

# ***AGREEMENT***

***Between***

***ALPENA COMMUNITY COLLEGE  
Alpena, Michigan***

***and***

***ALPENA COMMUNITY COLLEGE  
EDUCATIONAL SUPPORT PROFESSIONALS  
CUSTODIAL/MAINTENANCE  
MEA/NEA***

***2014 – 2018***

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**ARTICLE 1**  
**Agreement**

This Agreement entered into this 1<sup>st</sup> day of July, 2014 by and between the BOARD OF TRUSTEES OF ALPENA COMMUNITY COLLEGE, hereinafter called the "Employer" and the ALPENA COMMUNITY COLLEGE CUSTODIAL/MAINTENANCE EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION-MEA/NEA, hereinafter called the "Union."

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 2 Recognition**

### **2.1 Bargaining Unit Defined**

The Board of Trustees of Alpena Community College hereby recognizes the Alpena Community College Custodial/Maintenance Educational Support Professionals Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all full-time and regular part-time, probationary and non-probationary, and on leave Custodial, Grounds and Maintenance employees of the Alpena Community College. Excluded are supervisors and all other employees.

### **2.2 Employees**

Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of either gender of the above defined bargaining unit. Within the various classifications of Employees covered herein, there shall be the following categories:

- a. **Full-time:** An Employee who is employed at least forty (40) hours per week.
- b. **Part-time:** An Employee who is employed at least twenty (20) hours per week but less than forty (40) hours per week.
- c. **Probationary:** An Employee who is employed to fill a full- or part-time position for a trial period of sixty-four (64) working days.



## **ARTICLE 3**

### **Extent of Agreement**

#### **3.1 Amendments**

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendments to this Agreement.

#### **3.2 Individual Agreements**

Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

#### **3.3 Severability**

This Agreement shall not supersede any existing laws or future laws of the state or federal government as they affect the legal operation of the College. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any federal or state laws, the remaining portion of the Agreement shall continue in full force until a prescribed termination date.

#### **3.4 Mutual Gains Commitments**

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

## **ARTICLE 4 Membership Status**

### **4.1 Membership Status and Payroll Deduction**

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

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

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

### **4.2 Hold Harmless**

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

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

### **4.3 Notification**

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

### **4.4 Payroll Deductions**

Employees may authorize payroll deductions for

- a. Tax deferred annuities available through the employer-approved third party administrator (TPA), including MEA Financial Services products
- b. Contributions to the Alpena Community College Foundation

- c. Any other plans or programs jointly approved by the Union and the Employer

**4.5 Insufficient Funds**

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

**4.6 Advance Notification of Change**

The Union shall notify the Employer in writing of the amount of the dues, and assessments to be deducted, fifteen (15) calendar days in advance whenever they are changed thereafter. Continuing Membership Application forms will be provided to new Employees.

**4.7 Invalidity**

If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said law.

## **ARTICLE 5**

### **Representation**

#### **5.1 Information**

The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the Employer. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all Employees and compensation paid to them; agendas and minutes of all Employer Board public meetings; and census and membership data.

#### **5.2 Use of Equipment**

The Employees shall have the right to use the Employer's equipment with permission of supervisor and appropriate release form at times which do not interfere with or interrupt normal operations or the employees' duty time.

#### **5.3 Mail**

The Union shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

#### **5.4 Contract Maintenance and Negotiations**

Members of the Grievance and Negotiation Committee, if employed at the College, shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiation of contract. Schedules will not be altered due to meeting times.

#### **5.5 Elected Leadership**

The Union will keep the Employer informed concerning current officers and representatives of ACC-ESP Custodial/Maintenance.

#### **5.6 Union Leave**

The Union shall have two (2) days annually of Union leave time for Union business at no expense to the Employer. The Union shall access this time by written notice to the Employer by the Union President. Days not used shall roll over for use in following years, capped at ten (10) accumulated days.

#### **5.7 Use of Facilities and Equipment**

The Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall have the right to use and/or have access to Employer facilities and equipment, including but not limited to, computers, FAX, photocopiers, and other electronic equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. The Employer will provide for a clearly designated area of an existing bulletin board in each building. The use of this space

is restricted to non-controversial matters such as notices of meetings or announcements concerning Union activities.

## **ARTICLE 6**

### **Employer Rights**

#### **6.1 Rules and Policies**

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

#### **6.2 Laws and Limitations**

The Employer on its own behalf and on the behalf of the electors of the College, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the laws and constitutions of the State of Michigan and the United States, including the right to select and hire, to promote to better position, to maintain discipline and efficiency of employees, and the right to discharge, voluntary transfer or discipline non-probationary employees for just cause is recognized by both the Union and the Employer as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

**ARTICLE 7**  
**Employee Rights and Protections**

**7.1 Just Cause**

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

**7.2 Protest**

If the Union wishes to protest the discipline, discharge or suspension, it shall notify in writing the Director of Human Resources within seven (7) days. Failure to file such notification within seven (7) days shall constitute acceptance by the Union that the discipline, discharge or suspension was appropriate. If notification of protest is given by the Union within seven (7) days, it shall become a grievance and subject to the Grievance Procedure specified in Article 8, Grievance and Procedure, Section 8.3 (except Step One shall be eliminated).

## **ARTICLE 8**

### **Grievance Procedure**

#### **8.1 Definition:**

A grievance is defined as any controversy between the parties hereto; or between the College and any employee covered by this Agreement, which relates to

1. Misinterpretation or violation of any provision of this Agreement, or
2. Working conditions applicable to this Bargaining Unit, not specifically covered by the Agreement may only proceed through steps one and two of the grievance procedure.

#### **8.2 Time for Filing**

A grievance shall be processed in Step One within twenty (20) calendar days of its occurrence or knowledge of the occurrence.

#### **8.3 Procedure:**

##### **1. Step One**

Any employee with a complaint should discuss this complaint with his/her immediate supervisor, the Grievance Chair being present or absent, at a time which does not unduly interfere with the employee's normal work schedule or duties. If the Grievance Chair was not present and the matter is still unresolved, then another meeting between the employee and the supervisor with the Grievance Chair shall take place to try to effect settlement.

##### **2. Step Two**

If Step One does not affect settlement within five (5) working days from the meeting between the Grievance Chair and the immediate supervisor, the grievance shall be reduced to writing by the Grievance Chair and a copy given to the Human Resources Department. The Human Resources Department representative and the Union Grievance Committee, with UniServ Director present, must meet within ten (10) working days at a mutually designated location. Within ten (10) working days after the conclusion of this meeting, the Human Resource Department or designated representative shall notify the Union of the College's decision or position with respect to the grievance. Failure to do so will constitute acceptance of the grievant's position. Advance to the next level at option of Grievance Committee.



### **3. Step Three**

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Labor, Employment Relations Commission requesting the assistance of a Mediator, providing that notice of the grieving party's intent is given to the other party within ten (10) working days from receipt of the written answer at Step Two. Failure to do so within the time allotted above will result in the complaint being abandoned. The College or its representative will render its decision or position on the Grievance within ten (10) working days of the meeting with the Mediator. Failure to do so will constitute acceptance of the grievant's position. Advance to the next level at option of grievance committee.

### **4. Step Four**

If Step Three does not affect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the other party of its intention within thirty (30) working days after the decision rendered in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn.

a. The Arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the Employer, Union and Employees involved.

b. The arbitrator's fees and expenses shall be borne equally by both parties. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or participant.

### **8.4. Grievance Conditions:**

1. An earnest effort shall be made by both sides to settle any grievance at Step One, and if necessary, at each subsequent step.

2. In all steps of the grievance procedure, either the employer or the Union shall have the right to specify that the aggrieved employee, his/her immediate supervisor or both, be called in to discuss details of the grievance in the presence of the proper representatives of both the Employer and the Union.

3. Upon mutual agreement of both the Employer and Union, a grievance may be expedited and moved to a higher level for hearing.

4. No monetary claim of an employee covered under this Agreement against the Employer shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing.

5. Whenever a Committee member or a Grievance Chair finds it necessary to leave his/her regular work for the purpose of executing any phase of the grievance, he/she shall obtain the approval of his/her immediate supervisor but shall not leave until a substitute worker is provided, if necessary. The immediate supervisor shall act to secure a replacement as quickly as possible.

6. Permission shall be granted to the Michigan Education Association representatives to enter the College for the purpose of representation upon notification to the Facilities Management Office.

7. Time limits may be extended by mutual consent of both parties.

8. Financial compliance of grievance settlements shall be within thirty (30) calendar days with a copy of the compliance to the President of the Union.

**ARTICLE 9**  
**College Closure/Dismissal**

**9.1 College Closing**

When an act of God, or an Employer directive, forces the closing of a College or other facility of the Employer, the Employees who are scheduled to work at the affected facility shall be excused from reporting to duty without loss of pay.

**9.2 College Cancellation After Opening**

If College is canceled after employees have reported for work employees shall be dismissed after closing and securing the facilities and excused from work with no loss of pay.

**9.3 Report for Work**

Employees requested to report for work when a College or other facility is closed under this provision, for emergency reasons such as snow removal, heating system repair, etc., during such condition shall be compensated at two (2) times their regular hourly rate of pay.

**9.4 No Work Notification**

Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. This does not apply to Employees trading shifts for their own convenience. Notice of closing of the College under standard announcement procedures shall be deemed proper notice. Radio announcement is the standard procedure.

**9.5 Snow Day**

Should the College be closed as a result of weather, Employees shall not be considered absent. Those Employees who work on a weather-related closing day shall receive two (2) times their regular pay. Should weather conditions require the College to close during a normal shift Employees are expected to properly close and secure the facilities before their departure at their regular pay.

**ARTICLE 10**  
**Non-Bargaining Union Employees**

**10.1 Supplemental**

Subcontracting shall be supplemental to present bargaining unit work. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented or leased by the Alpena Community College Board of Trustees, its officers or agents that falls within the classifications outlined in the Recognition clause of this Agreement.

**10.2 Student Workers**

Students under school endorsed programs are supplemental to Employee work schedules and shall not supplant Employees in the bargaining unit. Names of students assigned to Employees will be posted with the names of the Employees and supervisors. Students are not allowed to work unless supervised by the Employee or the Employee's substitute. The Employee is responsible to assign, assist and direct the student's work experience. No more than three (3) students may be assigned to a unit Employee in any given week. Violations are subject to the Grievance Procedure. Settlement, if any, will be to the Employee losing hours of employment.

**10.3 Working Supervisors**

Supervisors who are directly supervising the work of Employees of this Bargaining Unit shall not perform work which would directly result in an Employee of the Bargaining Unit not being able to perform his/her scheduled duties and thereby losing income.

**10.4 Temporary Seasonal Groundskeeper**

The Employer may hire a temporary seasonal groundskeeper from April 1 through September 30 to as late as October 31. The hours of work will be 3 hours per day, Monday through Friday (15 per week). The rate will be 90% of the base rate for the groundskeeper position. The position may be posted in the Spring of each year if circumstances warrant such a move.

**10.5 Huron Shores Custodial/Maintenance**

The Employer will continue to staff one (1) custodial/maintenance position at the Huron Shores campus, which is excluded from the bargaining unit for the length of this contract.

## **ARTICLE 11**

### **Negotiations Procedure**

#### **11.1 Negotiations**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

#### **11.2 Agreement**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all Employees now employed or hereafter employed by the Employer.

All College personnel policies or any changes in said policies shall be distributed to all Employees within thirty (30) days of the commencement of this Agreement or upon employment.

## **ARTICLE 12**

### **Schedules**

#### **12.1 Typical Schedules**

It is the Employer's intent to maintain a stable work schedule for maintenance and custodial groups.

#### **12.2 Work Week Schedule**

a. The typical work week shall be forty (40) hours but shall not be construed as a guaranteed work week. Alternative work weeks may be established. The typical weekly work schedule for all Maintenance and Grounds consists of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

b. The typical weekly work schedule for custodial will be Monday through Friday or Tuesday through Saturday.

#### **12.3 Work Day**

The work day for all Employees shall be as follows. All hours shall be consecutive. The work day for full-time employees shall typically consist of eight (8) hours work.

**a. Maintenance/Grounds:**

Typical work schedule for First Shift Maintenance will be: 6 a.m. – 2:30 p.m. Eight and One-Half (8-1/2) consecutive hours (including one-half [1/2] hour unpaid duty-free lunch period). At the request of the Employee and at the discretion of the supervisor, employees may schedule an additional one-half (1/2) hour of unpaid time for their lunch period.

Typical work schedule for Second Shift Maintenance will be: 2:00 p.m. – 10:30 p.m. Eight (and one-half (8 ½) consecutive hours [including One-half (1/2) hour unpaid duty-free lunch period]. Friday hours will be typically from 12 noon – 8:30 p.m. (including one-half (1/2) hour unpaid duty-free lunch) unless scheduled building activities and clean-up time require that the eight (8) hour shift be adjusted to a later time provided that the schedule shall begin no later than 2:00 p.m. and shall be subject to approval by the Director of Facilities Management.,

**b. Custodial:**

Typical work schedule for a Monday through Friday Second Shift custodian will be: 2:00 p.m. – 10:30 p.m. Eight and one-half (8 ½) consecutive hours [including One-half (1/2) hour unpaid duty-free lunch period]. Friday hours will be typically from 12 noon – 8:30 p.m. unless scheduled building activities and clean-up time require that the eight (8) hour shift be adjusted to a later time provided that the schedule

shall begin no later than 2:00 p.m. and shall be subject to approval by the Director of Facilities Management

Typical work schedule for a Tuesday through Saturday Custodian will be: Saturday hours 7:30 a.m. - 4 p.m. (including one-half [1/2] hour unpaid duty-free lunch). The junior custodian in the work group would work the Tuesday through Saturday schedule provided a more senior Employee in that group does not want that schedule.

#### **12.4 Schedule Posting**

Employees shall work the assigned hours directed by their immediate supervisor. Work schedules shall be posted the first of each month and may be revised if College is not in session due to circumstances beyond normal control but not to avoid overtime during the period covered by the schedule. The Employer shall make every effort to schedule Employees on a monthly schedule for the maximum hours possible up to a normal eight (8) hour workday.

#### **12.5 Building Checks**

A Maintenance person shall be responsible for checking the heating system and building security according to the schedule provided by the Director of Facilities Management. This function shall not be counted as days or hours worked. Pay shall be three (3) hours at time and one-half (1-1/2) for each day the service is performed, such time as shall be actually worked and approved, whichever is greater.

#### **12.6 Split Shifts**

Split shifts shall not be scheduled without the permission of the parties.

#### **12.7 Emergency Call-In**

A minimum of four (4) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the Employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time exceeds four (4) hours of actual time, the Supervisor shall be contacted for authorization of additional time which shall be paid at applicable premium rate. Should the emergency require custodial work which cannot reasonably be performed within the regular work schedule of the custodial staff, in the discretion of the Facilities Director, a custodian will be brought in.

#### **12.8 In-Service**

All Employees shall be offered at least two (2) one (1) hour in-service training opportunities. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of the in-service.

#### **12.9 Breaks**

Each employee shall be granted two (2) 15-minute paid break periods, one scheduled approximately at the midpoint of the first half of the shift and the second scheduled approximately at the midpoint of the second half of the shift. The specific scheduling of the break periods shall be done by mutual agreement of the employee

and the supervisor. The employee may take the break period in a location of the employee's choosing. Employees working overtime will be entitled to an additional 15-minutes relief time for every two (2) hours worked.

### **12.10 Breaks During Short Shifts**

Employees beginning work at 2 p.m. or later and working a three (3), four (4), five (5) or six (6) hour shift will be allowed a lunch period or coffee break for twenty (20) minutes only at approximately mid-shift.

### **12.11 Overtime**

#### **a. Overtime Schedule**

Each employee who wishes to perform overtime work shall notify the employer of such interest. Overtime shall be rotated within the department where the overtime is needed. If an employee refuses the overtime, then the work will be offered to the next employee in rotation and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available.

#### **b. Overtime Defined**

Overtime will be paid for all hours worked over forty (40) hours in a work week. Paid time off work shall be counted for purposes of computing overtime. All scheduled work performed on Sunday shall be paid for at two (2) times their regular rate, excluding boiler checks and emergency call-ins. (See Sections 12.5 and 12.7)

**c.** A custodian shall be scheduled to work during any scheduled classes/functions on the weekend/holidays/breaks, except those functions which are supervised and scheduled by a staff member of the Employer. For all functions which are scheduled and supervised by a staff member of the Employer, the Employer may but is not required to schedule a custodian.



## **ARTICLE 13**

### **General Working Conditions**

#### **13.1 Safety**

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

#### **13.2 Supervision**

The Employer shall provide each employee with an emergency call list and the procedure for contacting the appropriate administrator in the event of an emergency when the supervisor, department supervisor or designee is not immediately available. In handling any emergency, an employee who utilizes the emergency call list and procedure, shall not be subject to discipline for following the directions of the administrator on call nor for taking any action which the employee in good faith believes are reasonably required to deal with the emergency.

#### **13.3 Equipment**

The Employer shall provide without cost to the Employee the following:

a. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

b. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.

#### **13.4 Uniforms**

The Employer will provide seven (7) uniform shirts for each custodial employee and seven (7) uniform shirts and seven (7) uniform pants for maintenance and grounds employees upon hire. The shirts/pants will be replaced on an as needed basis by returning the worn item for replacement to the Director of Facilities Management.

The Employer will provide an annual allowance of up to \$100.00 per fiscal year for the purchase of work shoes or work boots. Employees must turn in their receipt to the Human Resource Department for reimbursement.

#### **13.5 Safety Committee**

An established Safety Committee will include a custodian/grounds/maintenance employee and the Director of Facility Management. Regular meetings may be held and minutes will be made available to the Union.

### **13.6 Use of Personal Vehicle**

Whenever an Employee is directed to use their vehicle for College business, they will be reimbursed at the IRS rate.

### **13.7 Tuition Reimbursement**

The College will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person, per academic year, for custodian/groundskeeper/maintenance employees, their spouses, and dependent unmarried children as defined by the IRS.

### **13.8 Licensing/Training**

A. If the Employer requires the employee to have a professional license as a condition of employment, the Employer shall pay for all required licensure, testing and physical examinations, as may be required for full licensure.

B. If an employee has a professional license at the time of hire and the Employer has indicated in the job posting that such license is “preferred”, the Employer shall pay for all required testing and physical examinations which are required to maintain or renew such professional license.

C. If an employee has a professional license which is neither “required” nor “preferred”, as listed in the job posting, the cost of the fees, testing and physical examination required to maintain the license shall be paid by the Employer if, in the discretion of the Director of Facilities Management, the specialized skill and training of the licensed employee provides a unique benefit to the Employer.

D. The employee may select his or her own physician for a physical examination and the employer shall reimburse the full cost of the required physical, in the event a physical examination is required to maintain a professional license that is required or preferred by the Employer that qualifies for payment by the employer under subsections a, b, or c, above.

E. The Employer shall pay the employee at the regular hourly rate for all time spent at training sessions, meeting and testing which is required by the Employer or to maintain a license required or preferred by the employer under this section.

**ARTICLE 14**  
**Seniority and Classifications**

**14.1 Seniority Defined**

Seniority shall be defined as the length of service within the College as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the Employee's first working day. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

**14.2 Probation**

a. Probationary Employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty-four (64) days worked. Days missed will serve to extend the probationary period. Said probationary period shall be without seniority, leave days or other benefits, and the pay rate shall be at the "new hire" rate established in this contract.

b. If the Employee is continued in employment beyond the probationary period, the Employee shall acquire the status of a regular Employee and seniority, leave days, and other fringe benefits shall be established from the first day worked as a probationary Employee.

c. The Employer shall be the sole judge of acceptance of employees during the probationary period and no controversy concerning tenure of these employees shall be subject to appeal or the grievance procedure.

**14.3 Classifications**

For purposes of this Agreement, all Employees shall be placed in one of the following classifications based on their current assignments:

a. **Custodian** – An Employee responsible for the cleanliness of assigned areas to insure that they are sanitary, neat, and clean.

b. **Groundskeeper** – An Employee who is responsible for the maintenance and caretaking of the College grounds.

c. **Maintenance** – An Employee who maintains buildings and grounds including electrical and mechanical systems.

However, all seniority shall be based on bargaining unit seniority

#### **14.4 Seniority List**

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union. The seniority list shall be considered part of this agreement. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and is not grievable.

#### **14.5 Seniority Lost**

Seniority shall be lost by an Employee upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position. Any person whose seniority has been terminated and who later is reemployed shall be considered in every respect as a new Employee and a new seniority date shall be established on the date of reemployment.

**ARTICLE 15**  
**Vacancies, Transfers, and Promotions**

**15.1 Vacancy Defined**

A vacancy shall be defined as a newly-created position or a present position that is not filled. Any creation of new positions or a determination not to fill a vacancy is at the sole discretion of management.

**15.2 Vacancy Posting**

All vacancies shall be posted in a conspicuous place in each building of the Employer for a period of ten (10) workdays. Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements as reflected in the job description
- h. Specify the final date and hour for receipt of the application

**15.3 Vacancy Notification**

Interested Employees may apply in writing to the Director of Human Resources, or designee, within the ten (10) day posting period.

**15.4 Award of Vacancies**

Vacancies shall be filled with the most senior applicant from within the affected classification. Should no Employee from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority. When a vacancy cannot be filled by qualified applicants from within the bargaining unit, the Employer may interview and hire applicants from outside the bargaining unit.

**15.5 Advance Notice of Termination**

When a vacancy is known to be forthcoming by written sixty (60) calendar day advance notice of separation, the hiring process will start so as to reasonably insure the filling of the vacant position at the date of separation of the current Employee.

**15.6 Selection**

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

### **15.7 Trial Period**

In the event of promotion in or transfer from one classification to another, the Employee shall be given a period of not less than ten (10) working days no more than thirty (30) working days in which to show their ability to perform on the new job. The Employer shall give the promoted or transferred Employee reasonable assistance to enable them to meet the Employer's standards of the new job. If the Employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected Employee, the Employee shall be returned to their previous assignment. If their former position no longer exists, the Employee shall take the least senior position within the classification where the Employee holds seniority.

### **15.8 Involuntary Transfers**

The parties agree that involuntary transfers of Employees are to be effected only for reasonable and just cause. Should involuntary transfer(s) occur, the least senior Employee qualified for the job will be transferred first. Employees shall not be placed on a lower wage schedule due to involuntary transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.

### **15.9 Temporary Assumption of Duties**

Any Employee who temporarily assumes the duties of another Employee will be paid the regular rate for those duties. An Employee's pay rate shall not be reduced as the result of any temporary change in duties.

**ARTICLE 16**  
**Reduction in Personnel, Layoff, and Recall**

**16.1 Layoff Defined**

Layoff shall be defined as a necessary reduction in the work force.

**16.2 Layoff Notice**

No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least twenty (20) work days prior to the effective date of the layoff.

**16.3 Layoff Procedures**

When a layoff is necessary, as determined by the Employer, the Employer shall first lay off probationary employees in the affected classification, then the least senior employees in that classification. Employees whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, which is held by the least senior Employee whose position the affected Employee is qualified to fill as determined by the job description,.

**16.4 Substitute Priority**

A laid-off Employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority.

**16.5 Recall**

a. Laid-off Employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

b. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Employer notified as to their current mailing address.

c. A recalled Employee shall be given fifteen (15) calendar days from mailing of notice, excluding Saturday, Sunday and holidays, to notify the Employer of their intent to return to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the ten (10) day period, subject to any delays approved by the Employer.

d. Employees recalled to full-time work for which they are qualified are obligated to take said work. An Employee who declines recall to full-time work for which Employee is qualified shall *be* considered as having quit and forfeit their seniority rights. Employees on layoff shall accrue seniority during the period of such layoff.

e. An Employee who is on lay-off shall maintain recall rights for same number of years that the Employee has been a member of the bargaining unit, provided, however, that in no event shall the Employee's recall rights be less than two (2) years or more than seven (7) years from the date of layoff.

#### **16.6 Partial Layoffs**

If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

#### **16.7 Student Workers**

If a member of the bargaining unit is on layoff, a student worker will not be hired to do bargaining unit work unless the Employee on layoff has been first offered the opportunity to do such work. No formal notice of recall shall be required if the Employer is notified by the Union that the work may be assigned to a student worker.

#### **16.8 Union Security**

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



## **ARTICLE 17**

### **Sick Leave**

#### **17.1 Personal Sick Leave:**

Upon employment, employees become eligible for fifteen (15) sick leave days to be used in case of personal illness during the first (1) year in the system. Commencing with the second (2) year, an additional sick leave allowance of fifteen (15) days will be granted each year. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave for employees working less than forty (40) hours per week will be prorated based on their schedule.

#### **17.2 Sick Leave Payout**

Retiring employees who have applied and qualify to receive compensation for State retirement funds from MPERS shall receive payment for twenty (20) percent of unused sick leave upon initiation of retirement, employees hired after July 1, 2006, are not eligible for this benefit.

#### **17.3 Illness in Excess of Accumulation**

Absence due to illness in excess of accumulated sick leave will automatically place employee on leave without pay for additional days missed in excess of sick leave, such leave will be without fringe benefits. Employees may elect to pay for their fringe benefits during this absence.

#### **17.4 Sick Leave Report**

A record of cumulative sick leave will be compiled and reported with the first check received in August.

#### **17.5 Sick Leave Proration**

Sick leave for new employees shall be prorated to June 30.

#### **17.6 Holiday Exception**

An employee on sick leave during a paid holiday (as listed under Article 21, HOLIDAYS, shall be paid for the holiday and it shall not be deducted as a day of sick leave.

#### **17.7 Worker's Compensation**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall receive from the College the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of their accumulated sick leave.

### **17.8 Verification**

Employees who are absent for three (3) days or more may be required to provide medical verification when returning to work. Verification may also be required at other times usage of paid leave time is in question.

### **17.9 Layoff**

Employees on layoff are not entitled to sick leave.

### **17.10 Family Illness:**

Employees required to be absent because of an illness of a member of the immediate family may draw the regular wages not to exceed five (5) days at any one time. This absence shall be deducted from sick leave allowance.

### **17.11 Definition of Immediate Family**

The term immediate family shall be defined to include Employee's father, father-in-law, mother, mother-in-law, step-parents, brother or half-brother, step-son or step-daughter, sister or half-sister, spouse, son or son-in-law, daughter or daughter-in-law, grandparent, grandchildren, brother-in-law and sister-in-law of the Employee.

## **ARTICLE 18**

### **Other Paid Leaves**

#### **18.1 Bereavement Leave**

Employees absent from duty because of the death of a member of the immediate family (as defined in Section 17.11) or a relative with whom they may at that time be living, may draw regular wages not to exceed four (4) days for each funeral and are independent of sick leave and are NOT cumulative. Bereavement leave may be granted more than once each year. The Employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. Evidence of bereavement must be presented to the immediate supervisor. The Employee shall notify his/her immediate supervisor before being absent from work.

#### **18.2 Jury Duty Leave/Witness Leave**

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

#### **18.3 Personal Business Leave**

Up to two (2) days paid leave per year is provided for activities that are of such a nature that they cannot be done on a non-workday. Such leave is not to be interpreted as being for vacation, recreation, money-making activities or other employment and must be taken in no less than one-hour increments. Twenty-four (24) hour notice is required. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Human Resources Director or Director of Facilities Management.) A general reason for leave must be stated. In case of suspected misuse, the Employee will be asked to verify proper use of this leave and must respond.

**ARTICLE 19**  
**Unpaid Leaves**

**19.1 Family and Medical Leave Act:**

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

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

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

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

d. Subject to the limits in this agreement, the employee shall be required to use accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.

e. Fringe benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

f. Seniority shall continue to accrue during the leave.

g. To the extent afforded by law, the employee shall have the right to take the leave on a reduced or intermittent schedule.

h. Whenever practicable, the employee will provide the College at least thirty calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; and the expected ending date.

**19.2 Child Care and Adoptive Leave**

An Employee, after completing the probationary period, shall be granted for child care or adoption, without pay, for a period not to exceed one (1) year upon request.

### **19.3 Union Leave**

In the event an Employee or Employees are selected by the Michigan Education Association to perform Union business or attend Union meetings or institutes which necessitate a leave of absence, he/she shall be granted such leave of absence without pay or loss of seniority for a period of up to two (2) years. When requested by the Union, normal pay for leave to conduct Union business may be continued. The Union will reimburse the Employer for wage and retirement costs.

### **19.4 General Leave**

A general leave of absence without pay not to exceed one (1) year, upon written request to the Human Resources Director may be granted to Employees who have completed two (2) years of service. Requests must be filed a minimum of two (2) weeks in advance of the date requested. A general leave of absence that exceeds one (1) month will be without fringe benefit (unless continuation is required by the Family Medical and Leave Act) but will accumulate seniority. Absence (including Worker's Compensation) due to personal illness or injury in excess of accumulated sick leave will automatically place an Employee on unpaid sick leave for a maximum of six (6) months. The Employee will accumulate seniority.

### **19.5 Unauthorized and Unreported Absences**

An Employee may be subject to discipline and/or termination if the Employee is absent three (3) working days without notice and approval.

### **19.6 Return from Leave**

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

### **19.7 Extensions**

An extension past the one (1) years may be granted by the Employer, upon written request of the Employee. The request shall include the reason for the extension and the anticipated date of return.

**ARTICLE 20**  
**Vacations**

**20.1 Vacation**

Employees who have been paid for nine hundred (900) hours or more in the twelve (12) month period preceding June 1 of each year shall receive an annual vacation with pay according to the schedule in paragraph 22.3. Vacation credit will be earned between July 1 and June 30 of each year.

**20.2 Prorated Vacation for New Employees**

A new employee shall be prorated from July 1 through June 30 and shall receive vacation in proportion to time worked. The prorated vacation shall count as one (1) year for future vacation purposes. Providing the new employee worked at least six (6) months prior to June 30. Persons classified as substitutes shall not be entitled to vacation benefits.

**20.3 Vacation Accumulation**

At the completion of two (2) credit years (see Section A above) years of employment within the bargaining unit, vacation shall be increased with pay annually for each additional year of service through the twelfth (12) year in accordance with the following schedule:

Less than 1 Year	Prorated
1-2 years	88 hours = 11 days
3 years	96 hours = 12 days
4 years	104 hours = 13 days
5 years	112 hours = 14 days
6 years	120 hours = 15 days
7 years	128 hours = 16 days
8 years	136 hours = 17 days
9 years	144 hours = 18 days
10 years	152 hours = 19 days
11 years	160 hours = 20 days
12 years	168 hours = 21 days
15 years	176 hours = 22 days
20 years	184 hours = 23 days
25 years	192 hours = 24 days

*Employees hired after 6-30-2014 will accrue a maximum of 160 hours (20 days).*

**20.4 Computation of Vacation**

All paid work days shall count in the computation of the hours of vacation eligibility. Also counted shall be all hours missed by an employee off work under Worker's Compensation, for the first year; none thereafter. Vacations due shall be

computed on the basis of the hours paid in the twelve (12) month period preceding July 1 of each year and posted by June 30.

### **20.5 Vacation Requests**

a. All vacation requests must be submitted to the Director of Facilities Management for his/her approval. Employees shall receive their vacation pay on their regular payday, except when otherwise requested.

b. Vacation requests will be accepted on or after the first Monday in April each year for the upcoming fiscal year.

c. Vacations will not be accepted for more than one (1) year unless there are extraordinary circumstances subject to the approval of the Director of Facility Management.

d. The one (1) year limit is necessary because the College needs may change and individual needs may change; therefore, locking in dates for extended period of time is neither practical nor fair.

e. It is important that anyone changing an approved vacation notify the Director of Facility Management as soon as possible so others might have the option of those dates.

### **20.6 Restrictions**

Up to three (3) employees (four [4] in June) may take vacation at any one time, providing no more than two (2) may be gone at any one time from a single department. Where more than three (3) requests are received on the same day for the same days, seniority shall prevail. Requests for vacation in excess of three (3) days requires a notice of seven (7) calendar days. All other requests require twenty-four (24) hour notice. For purposes of vacations, an employee's seniority shall be computed as of the most recent date hired.

### **20.7 Unused Vacation**

Unused vacation time is not reimbursable or cumulative from year to year.

**ARTICLE 21**  
**Holidays**

**21.1 Holidays**

The following days shall be recognized as paid holidays:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Every day beginning Christmas Eve Day through New Year's Day (total of seven [7] paid days)

Good Friday

Easter Monday

Memorial Day

Independence Day

Whenever any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday unless the employee has an alternative work week (i.e. includes a Saturday as part of the normal schedule) in which case, the supervisor and the employee will determine the schedule for time off associated with the holiday. All holiday hours shall be counted as hours worked.

a. All regular personnel who have served their probationary period will receive holiday pay equal to the average number of hours worked per day in the pay period in which the holiday falls. This pay shall be computed at the regular straight time rate. Average shall be rounded off to the nearest one-half ( $\frac{1}{2}$ ) hour amount. (Total hours paid divided by the number of days worked constitutes the average.)

b. Employees who are assigned to work on a holiday shall be paid at two and one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, they shall receive the balance of their eight (8) hours of holiday pay for hours not worked.

c. For the purpose of this paragraph, a holiday is defined as a twenty-four (24) hour period beginning at 6 a.m. of the holiday.

**21.2 Holiday Call-In**

An Employee who is called in on a holiday shall receive a minimum of one-half ( $\frac{1}{2}$ ) the normal day's work at double (2) time in addition to holiday pay.



**ARTICLE 22**  
**Employee Evaluations**

**22.1 Written Evaluation**

All Employees will be evaluated during their first year of employment and thereafter at least once every two (2) years. Copies of the form to be used will be furnished by the Human Resources Office. The current Evaluation form is attached as Appendix B. Prior to making any revisions to the Evaluation form, the Employer shall notify the Union of the proposed change and offer an opportunity for input.

The form must be signed by both parties when the evaluation has been completed and a copy given to the Employee and a copy sent to the Human Resources Office.

**22.2 Termination**

In the event an Employee is not continued in employment, the Employer will advise the Employee of the specific reasons therefore in writing, with a copy to the Union.

**22.3 Conclusion**

Each Employee's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this Employee is \_\_\_\_ satisfactory, \_\_\_\_ unsatisfactory (check one)."

**ARTICLE 23**  
**Early Retirement Incentive Stipend**

**23.1 Eligibility**

To be eligible for an Early Retirement Incentive Stipend the Employee must:

a. Be employed by the College for at least ten (10) years. Unit Employees hired after July 1, 1997, with less than ten (10) years of full-time employment but with at least ten (10) years of total employment, will be eligible for this benefit on a prorated basis, based on hours worked, employees hired after July 1, 2006, are not eligible for this benefit,

b. Be employed and actively at work for the previous months in which retirement is effective. Employees who are on lay-off or disability leave status will not be considered actively at work and are not eligible,

c. Have submitted to the Vice President for Administration and Finance sixty (60) days prior to the requested effective date of retirement, an executed resignation acknowledgement and release acknowledging that he/she voluntarily elected to retire or resign from his/her employment,

d. The Employee will not have applied for or received benefits afforded by the Michigan Employment Security Commission.

**23.2 Stipend Amount**

Employees who meet the above criteria will be granted a one-time E.R.I.S. of \$5,000. The payment of this stipend will be paid in two equal installments of \$2,500 each during the first week of January for the two years subsequent to separation.

## **ARTICLE 24 Insurance Benefits**

### **24.1 Premium Payment:**

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

### **24.2 Household Limitations:**

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

### **24.3 Hospital-Medical:**

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

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

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

### **24.4 Medicare:**

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

### **24.5 In Lieu of Insurance:**

Employees not electing health insurance will receive: Full-family subscribers, Three Hundred Thirty Dollars and 16/100 (\$330.16), two-party subscribers, two

Hundred Eighty-Two Dollars and 98/100 (\$282.98), single subscribers, One Hundred Thirty-Four and 74/100 (\$134.74) each month. This option is not available when both husband and wife are Employees of Alpena Community College and one spouse is receiving health insurance through a group plan of the Employer. The Employee must annually sign a document stating that they have other health insurance coverage and indemnifying the Employer from any liability in connection with medical costs.

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

#### **24.6 Dental Care:**

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

#### **24.7 Vision Care:**

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

#### **24.8 Life Insurance:**

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

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

With the exception of the cash option in lieu of health care in Section 24.10, funds provided for fringe benefits in this section cannot be used for any other purpose.

#### **24.9 Long Term Disability Insurance:**

The College will provide long-term disability (LTD) insurance for each Employee as follows: payment of no less than sixty-six and two-thirds percent (66 2/3%) of the base annual wage exclusive of bonuses and overtime; payable to a maximum benefit of \$2,000 per month, with options: pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Benefits

will commence on the one hundred twentieth (120<sup>th</sup>) day of disability or at the termination of College sick leave benefits, whichever is later.

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

**24.10 Ltd Plan Specifications:**

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

**24.11 Section 125 Plan:**

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

**24.12 Tax-Deferred Annuities:**

To elect a tax deferred annuity from established College plan(s), the Employee shall enter into a Salary Reduction Agreement.

**ARTICLE 25**  
**Wages**

**25.1 Wages:**

For the 2014-2015 contract year, pay rates will remain at the rate paid as of June 30, 2014 for those Employees hired before July 1, 2014. New employees will begin on the wage schedule found on Appendix A. For the remaining term of the contract, Employees hired before July 1, 2014, will use the wage schedule as found in Appendix A in the method described in Appendix B.

**25.2 Education/Certification Compensation**

Employees that have an Associate's Degree as of June 30, 2014, will receive an additional twenty-five (\$.25) cents per hour. Employees receiving an Associate's Degree after July 1, 2014 will be paid an additional twenty-five (\$.25) per hour if the degree is deemed work-related by the College. Employees that maintain a relevant certification, as determined by the College, will be paid an additional twenty-five (\$.25) cents per hour for 2015-2016, fifty (\$.50) cents per hour for 2016-2017, and seventy-five (\$.75) cents per hour for 2017-2018. Either the Associate's degree compensation or the certificate compensation will be awarded to the Employee (not both).

**25.3 Longevity**

Longevity payments will be made once per year on the first payday of July based on the anniversary date of employment attained by the Employee during the preceding fiscal year. Only continuous service time as a regular employee within the Union since the Employee's last date of hire will count for purposes of longevity eligibility.

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

Beyond ten years of service:	\$1,000
Beyond fifteen years of service:	\$1,500
Beyond twenty years of service:	\$2,000
Beyond twenty-five years of service:	\$2,500

## 25.7 Paydays

Paychecks shall be issued to Employees who have earned wages every second Friday throughout the calendar year for a maximum of twenty-six (26) paydays.

## 25.8 Shift Premium

Shift premiums shall be established as follows and shall be applicable for those persons who work four (4) hours or more.

Period Number	Shift Period Covered	Premium
1	Shifts starting between 6 a.m. and 2 p.m.	None
2	Shifts starting between 2 p.m. and 10 p.m.	
	2014-2015	\$.18
	2015-2016	\$.25
	2016-2017	\$.35
	2017-2018	\$.40
3	Alternative schedule (for non-overtime Saturday work hours only)	\$1.00

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, he/she shall receive shift premium for the total hours of continuous work based on the shift premium applicable to the period in which the majority of such hours fall. (In case hours of work fall equally into two periods, the higher premium shall be paid for all hours worked.)

## 25.9 Wage Revisions

It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the Employer shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below. At the time of putting such temporary rate into effect, the Employer will notify the President of the Union of its action. If the union wishes to negotiate for a revision of such rate, it shall notify the Human Resources Director within thirty (30) days after notice from the Employer has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within thirty (30) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

## **25.10 Miscellaneous**

1. Delivery of packages less than 25 pounds will be given to the ACC-ESP group.



**ARTICLE 26**  
**Duration of Agreement**

This Agreement shall be effective as of July 1, 2014, and shall continue in effect until the 30th day of June, 2018.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 15<sup>th</sup> day of May, 2014.

ALPENA COMMUNITY COLLEGE  
CUSTODIAL/MAINTENANCE  
ESP/MEA/NEA

By \_\_\_\_\_  
Richard Buchler, President/Negotiator

ALPENA COMMUNITY COLLEGE  
BOARD OF TRUSTEES

By \_\_\_\_\_  
John Briggs, Chairman of the Board

By \_\_\_\_\_  
Jennifer Turske, Vice-President

By \_\_\_\_\_  
Olin Joynton, President

By \_\_\_\_\_  
Greg Hurd, Treasurer/Negotiator

By \_\_\_\_\_  
Richard L. Sutherland, Negotiator

By \_\_\_\_\_  
Garth Gapske, Negotiator

By \_\_\_\_\_  
Carolyn A. Daoust, Negotiator

By \_\_\_\_\_  
Deborah Larson, UniServ Dir.

By \_\_\_\_\_  
Tom Ludwig, Negotiator

## APPENDIX A

### Wage Schedule

FY 2014-2015						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Custodian</b>	\$ 14.00	\$ 14.42	\$ 14.85	\$ 15.30	\$ 15.76	\$ 16.23
<b>Grounds</b>	\$ 14.50	\$ 14.94	\$ 15.39	\$ 15.85	\$ 16.33	\$ 16.82
<b>Maintenance</b>	\$ 16.00	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54
<b>1.5% Increase</b>	<b>FY 2015-2016</b>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Custodian</b>	\$ 14.21	\$ 14.64	\$ 15.07	\$ 15.53	\$ 16.00	\$ 16.47
<b>Grounds</b>	\$ 14.72	\$ 15.16	\$ 15.62	\$ 16.09	\$ 16.57	\$ 17.07
<b>Maintenance</b>	\$ 16.24	\$ 16.73	\$ 17.22	\$ 17.74	\$ 18.27	\$ 18.82
<b>1.5% Increase</b>	<b>FY 2016-2017</b>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Custodian</b>	\$ 14.42	\$ 14.86	\$ 15.30	\$ 15.76	\$ 16.24	\$ 16.72
<b>Grounds</b>	\$ 14.94	\$ 15.39	\$ 15.85	\$ 16.33	\$ 16.82	\$ 17.33
<b>Maintenance</b>	\$ 16.48	\$ 16.98	\$ 17.48	\$ 18.01	\$ 18.54	\$ 19.10
<b>1% Increase</b>	<b>FY 2017-2018</b>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Custodian</b>	\$ 14.56	\$ 15.01	\$ 15.45	\$ 15.92	\$ 16.40	\$ 16.89
<b>Grounds</b>	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49	\$ 16.99	\$ 17.50
<b>Maintenance</b>	\$ 16.64	\$ 17.15	\$ 17.65	\$ 18.19	\$ 18.73	\$ 19.29

## **APPENDIX B**

### **Transition from Prior Year Wage Schedule to New Wage Schedule**

All new hires will follow the new wage schedule in Appendix A. Employees hired prior to July 1, 2014 will transition to the new wage schedule through the length of the contract. Once an Employee's hourly rate equals or falls below the new schedule, the Employee will transition to the new schedule.

Employees not on the new wage schedule will receive their June 30, 2014 rate of pay plus a two percent (2%) stipend, calculated on their current hourly rate of pay times their regular scheduled annual hours of work times by 2%. This stipend will be paid over twenty-six (26) pay periods beginning with the first pay date in July.

Overtime rate will be based on the normal wage rate by fiscal year as stated in the wage addendum held by the Union and the Human Resources Department.

## APPENDIX C

### Seniority List

April 2014

NAME	SENIORITY DATE
1. Besaw, Robert	05/02/86
2. Libka, Jay	03/11/91
3. Seguin, Charles	01/12/98
4. Turske, Jennifer	02/16/98
5. Bellenir, Ronald	07/03/00
6. Lefebvre, Steve	04/05/04*
7. Buchler, Richard	05/15/06
8. Stepanski, Rodney	9/15/08
9. Gapske, Garth	11/28/11
10. Hurd, Gregory	4/30/12

\*Includes period of layoff 6/30/05 – 5/29/07

## APPENDIX D

### Seniority/Department List

April 2014

<u>CUSTODIAN</u>	<u>HIRE DATE</u>	<u>DEPARTMENT DATE</u>
Turske, Jennifer	February 16, 1998	February 16, 1998
Bellenir, Ronald	July 3, 2000	July 3, 2000
<sup>1</sup> Lefebvre, Steve	April 5, 2004	April 5, 2004
<sup>2</sup> Gapske, Garth	November 28, 2011	November 28, 2011
Hurd, Gregory	April 30, 2012	April 30, 2012

<u>GROUNDSKEEPER</u>	<u>HIRE DATE</u>	<u>DEPARTMENT DATE</u>
Libka, Jay	March 11, 1991	July 1, 1991

<u>MAINTENANCE</u>	<u>HIRE DATE</u>	<u>DEPARTMENT DATE</u>
Besaw, Robert	May 2, 1986	July 1, 1997
Seguin, Charles	January 12, 1998	January 12, 1998
Buchler, Richard	May 15, 2006	May 15, 2006
Stepanski, Rodney	September 15, 2008	September 15, 2008

<sup>1</sup> Longevity placement adjusted for 2 year layoff period 6/30/05 – 5/29/07; layoff period does not affect placement for paid leaves.

<sup>2</sup> Granted 2 years of service for longevity placement due to prior service to the College.

**APPENDIX E**

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Alpena Community College

Distribution of Form

- 1. President
- 2. Supervisor
- 3. Union
- 4. Grievant

Submit to Supervisor in Duplicate

Classification

Name of Grievant

Date Filed

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**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Article/Section/Policy Violated: \_\_\_\_\_

2. Statement of Grievance

3. Relief Sought

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

D. Disposition of Grievant and/or Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

GRIEVANCE REPORT FORM (cont.)

STEP 2

A. Date Received by Director of Human Resources or Designee: \_\_\_\_\_

B. Disposition of Director of Human Resources or Designee \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 3

A. Date Submitted to President \_\_\_\_\_

B. Disposition of President: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 4

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**APPENDIX F**

*Alpena Community College*

*Employee Performance Evaluation - Educational Support Personnel*

Employee: _____		Employee ID: _____	
Position: _____			
Evaluator: _____		Review Period: _____ to _____	

*Does the attached job description adequately reflect your current position?     Yes     No    If no, please make the corrections and return it to the Human Resources office for revision. Additional Comments:*

Criteria	(5) = Exceptional	(4) = Exceeds Requirements	(3) = Meets Requirements	(2) = Marginal	(1) = Unsatisfactory	Comments
Demonstrates required job skills and knowledge to perform the duties of the position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the ability to learn and use new skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Uses resources available in an effective manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Works effectively with other staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Meets attendance requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Follows direction from management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Takes responsibility for actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Criteria	(5) = Exceptional	(4) = Exceeds Requirements	(3) = Meets Requirements	(2) = Marginal	(1) = Below Requirements	Comments
Demonstrates problem solving skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Takes the initiative to accomplish goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The employee completes all job requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Describe the goals you had set out to accomplish for this time period:

Which goals were you able to accomplish?

Which goals did you not accomplish, and why not?

Have you encountered any frustrations that we can reduce in helping you achieve these goals?

Which other objectives did you meet, beyond your stated goals?

State your specific goals, that is, what do you want to achieve in the upcoming year?

What actions do you plan to take to achieve these goals?

Employee Signature	Date		
Supervisor Signature	Date	Vice President Signature	Date

