

AGREEMENT

between

ALBION COLLEGE - ALBION, MICHIGAN

and

**TEAMSTERS LOCAL 1038,
affiliated with the International Brotherhood of Teamsters,**

REPRESENTING THE

ALBION COLLEGE FACILITIES OPERATIONS EMPLOYEES

JULY 1, 2019 - JUNE 30, 2022¹

¹Changes to this Collective Bargaining Agreement covering the period July 1, 2019 through June 30, 2022, are effective upon ratification (*i.e.*, November, 30, 2020), unless otherwise specifically noted within this Agreement.

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AGREEMENT

THIS AGREEMENT is made effective the 1st day of July, 2019, at Albion, Michigan, by and between Albion College, 611 East Porter Street, Albion, Michigan (hereinafter called the “College”), and Teamsters Local 1038, affiliated with the International Brotherhood of Teamsters, 3700 Ann Arbor Road, Jackson, Michigan, representing the Facilities Operations Employees (hereinafter called the “Union”).

WHEREAS

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the economic and harmonious relationship between the College and the employees represented by the Union, and shall set forth herein rates of pay, wages, hours of employment, facilitating peaceful adjustments of all grievances which may arise from time to time between the College and employees, and other conditions of employment to be observed by the College, the Union, and the employees represented by it. It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the College and the Union which will permit safe, economical and efficient operation of the College building, maintenance and service units located at Albion, Michigan.

ARTICLE 1. – RECOGNITION

Section 1.1. The College recognizes the Union and agrees to meet with the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and any other condition of employment on behalf of all the employees in the bargaining unit described as follows:

All Facilities Operations Employees working a regular schedule of more than twenty-five (25) hours per week and listed in appendix “A”, employed by the College at its College located in Albion, Michigan, but excluding student help, part-time employees working twenty-five (25) hours or less, guards, and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Section 1.2. The College shall not discriminate with respect to terms or conditions of employment based on an employee's race, color, religion, sex, national origin, handicap, disability under the Americans with Disabilities Act, veteran status or age in violation of any federal or state law.

ARTICLE 2. - MANAGEMENT RIGHTS

Section 2.1. Except as specifically provided in this Agreement, there shall not be construed to be any limit to the right of the College to manage its business and to perform its regular and customary functions. All of the functions and responsibilities which the College had prior to the signing of this Agreement shall be the sole and exclusive responsibility of the College except as specifically limited, restricted or modified by the written provisions of this Agreement. Such

functions shall include, but not be limited to, the management of the College and the direction of the working force, including the right to hire, promote and the right to discipline or discharge for just cause; to assign work; to temporarily transfer employees; to lay off employees; to increase the working force; to establish new job classifications; to adopt reasonable rules of conduct; to determine the hours of work, including the number of hours to be worked and the work to be performed by employees under this Agreement; to let contracts for work or materials to others; to determine the number and location of its facilities; to introduce new or improved methods, equipment and facilities or change existing methods, equipment and facilities; to determine the schedules of production; and to determine the methods, processes and means of production or work as well as the equipment to be used. The College shall not unilaterally change established terms and conditions of employment absent the Union clearly and unmistakably having waived its right to bargain over that topic.

Section 2.2. Any individual grievance relative to disciplinary action or the reasonableness or application of any rule established by the College will be subject to the grievance procedure of this Agreement up to and including arbitration.

ARTICLE 3. – UNION SECURITY AND DUES CHECK-OFF

Section 3.1. Each new employee hired after the effective date of this Agreement, within ten (10) days of the completion of her/his probationary period, may become a member of the Union and pay dues and initiation fees to the Union, but is not required to do so. Such payments shall be made through the check-off provisions of this Article 3 on a monthly basis.

Section 3.2. The College shall check off initiation fees and Union dues on presentation of check-off authority by the employees in accordance with the law. The College will then deduct each month such dues in the amounts certified to the College by the Local Union and once each month send the dues to the Local Union along with a list of all employees including the last four (4) digits of the employee's Social Security number, who have had their dues deducted in the regular dues deduction period.

Section 3.3. The Union will indemnify and save the College harmless against any and all claims, demands, losses or other forms of liability that may arise out of, or by reason of, action taken by the College in making payroll deductions in compliance with this Section, including but not limited to a claim by an employee that the service fee is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including representation.

Section 3.4. The foregoing deductions shall be made on the second College pay day of each month and transmitted to the Local Union as soon as possible but in no event later than seven (7) days thereafter.

Section 3.5. The College Human Resources Department will make available to the Local Union the names of all employees separated from the payroll, recalled or hired.

Section 3.6. The individual authorization card shall be submitted to the College at least ten (10) working days before the payday on which the first deduction is to be made, and if not so

submitted, the College may defer the deduction until the second payday of the following month. In those cases where the net earnings of an employee are not sufficient to enable the full amount of the deduction to be made for any month, the deduction shall be made the following month, if earnings are sufficient at that time.

Section 3.7. In the event that Michigan's Right to Work law is repealed and union security clauses are lawful, and more than 50% of the bargaining unit is having dues deducted from their paycheck, then upon request from the Union the College agrees to restore the union security clauses contained in the Collective Bargaining Agreement dated July 1, 2012 – June 30, 2015 between the College and the Michigan Education Association.

ARTICLE 4. - REPRESENTATION

Section 4.1. The Union shall select in such manner as the Union shall determine to designate job stewards and a bargaining committee consisting of three (3) bargaining unit employees of the College from the Facilities Operations bargaining unit. Unless otherwise provided for in this Agreement, it is understood that only the members of the bargaining committee shall attend any meetings with the College under this Agreement for purposes of collective bargaining negotiations. The Union shall also have the right to select alternate bargaining committee members, if necessary, to serve in the event of an extended absence of bargaining committee members due to sickness, layoff, or being on an approved leave of absence.

Section 4.2. The Union shall select in such manner as the Union shall determine a grievance committee consisting of three (3) bargaining unit employees of the College, from the Secretarial/Clerical and Facilities bargaining units. Unless otherwise provided for in this Agreement, it is understood and agreed that only the members of the Grievance Committee shall attend any meetings with the College under this Agreement for purposes of representation and grievance resolution. The Union shall also select alternate grievance committee members, if necessary, who shall serve in the event of an extended absence of Grievance Committee members due to lay off or being on an approved leave of absence.

Section 4.3. The Union shall promptly notify the College in writing of the names of the members of the bargaining committee, the members of the grievance committee, the names of the alternate members of these committees at such time when it becomes necessary that one or more alternate members be selected, and the names of the officers of the Union, and of any changes therein. The College shall promptly notify the Union in writing of the names of College representatives who have the authority to settle grievances.

Section 4.4. Whenever a duly authorized representative of the Union, other than a member of a committee, desires access to the College for the purpose of contract administration, s/he shall obtain permission from the Human Resources office of the College.

Section 4.5. The College recognizes the right of the Union to designate job stewards and alternates from the College's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with the College or the designated College representative in accordance with the provisions of the collective bargaining agreement;
2. The solicitation of membership and collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - a) have been reduced to writing; or
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the College's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the College's business, except as authorized by official action of the Union.

The College recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

Section 4.6. Recognizing the importance of the role of the union steward in resolving problems or disputes between the College and its employees, the College reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

Section 4.7. The College recognizes the employee's right to be given requested representation by a steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action. The College also recognizes the steward's right to be given requested representation by another steward, or the designated alternate, at such time as the steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the College meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the steward or alternate steward is present.

Section 4.8. Union Stewards can make a written request to be paid up to a maximum of two (2) hours to attend College-related Union business during normal working hours. The College, at its discretion, can approve such a request, and if approved, will determine the number of stewards and the amount of time to be paid. Upon request, the College will provide an explanation for any denial.

Section 4.9. The Union shall have the right to examine timesheets and any other records pertaining to the computation of compensation of any employee who the Union represents whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, as allowed by law.

ARTICLE 5. - GRIEVANCE PROCEDURE

Section 5.1. In the event that an employee has a grievance involving the interpretation, application or alleged violation of this Agreement, there shall be an earnest effort on the part of the parties to settle same promptly. The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance.

Section 5.2. A grievance shall be defined as any dispute by an individual employee, group of employees, or the Union regarding the meaning and interpretation or application of the terms and provisions of this Agreement. Every effort shall be made to adjust all controversies and disagreements between the employee and the Union or its members in an amicable manner. In the event any dispute cannot be settled in this manner, the provisions of this Article shall control. Each grievance must contain the facts and circumstances upon which it is based, the specific sections of the contract alleged to be violated, and the specific act constituting the alleged violation.

Section 5.3. Grievances which are not appealed within the time limits specified shall be settled on the basis of the College's last answer. If the College fails or neglects to answer a grievance within the time limit specified, the grievance shall automatically be referred to the next higher step in the grievance procedure. Time limits in this article may be extended by mutual agreement.

Section 5.4. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. An employee grievance shall first be taken up by conference between the aggrieved employee, the steward, or both, and the immediate supervisor of his/her department.

Step 2. If the grievance is not settled in Step 1, it shall be the responsibility of the aggrieved party to reduce any grievance to writing on the regular grievance form provided by the Union not later than ten (10) calendar days of the grievant's knowledge of the complaint; provided, however, that violations involving wages, fringe benefits and other non-disciplinary matters shall be deemed continuing and subject to grievance at any time. The College shall file a written response with the Union within ten (10) calendar days from receipt of the grievance.

Step 3. An unsettled grievance which has been timely appealed to Step 3 will be placed before a meeting of the grievance committee, a Teamsters representative, and designated representatives of the College within a reasonable time from the date of appeal to this step, not to exceed ten (10) work days. This period of time may be extended for up to an additional ten (10) work days by mutual agreement between the College and the Union. If, as a result of such meeting, the grievance remains unsettled, it may be continued to a further meeting at this step at which a representative of the Federal Mediation and

Conciliation Service is present. If, following such a meeting, the grievance remains unsettled, the grievance may be appealed by the Union to arbitration provided such request is made to the College in writing within ten (10) work days after the conclusion of the Step 3 meeting(s).

Step 4 - Arbitration. Any grievance which has been timely referred to arbitration upon notice as previously set forth shall be submitted to an arbitrator chosen by mutual agreement. If, within ten (10) work days after receipt of such written request, the parties are unable to agree upon an arbitrator, the College and the Union shall jointly request the Federal Mediation and Conciliation Service to submit a panel of nine (9) qualified and available disinterested persons willing to act as arbitrators. Either party shall each have the right to twice reject the entire panel and request submission of a new panel. Any party who requests a second panel is responsible to pay the full costs of FMCS providing the second panel from which to select an arbitrator. The Union, and then the College, shall alternately strike names from such panel until only one (1) name remains, and the remaining name shall be that of the arbitrator. The arbitrator shall be advised that it is the intent of both parties that the arbitrator holds the hearing within three (3) months of the date of the arbitrator's selection. Only one (1) grievance may be submitted to the arbitrator for resolution unless both parties agree to the submission of additional grievances.

The arbitrator shall submit her/his decision, in writing, within sixty (60) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement provided such decision is in conformity with the arbitrator's authority. The fees and expenses of the arbitrator, including the cost of the hearing room, shall be borne equally by the parties. The arbitrator will be requested to designate the party responsible for such fees and expenses and shall not apportion costs. The party ordering a transcript of the proceedings in any arbitration shall pay the entire cost of the transcript unless the other party orders a copy, in which event the entire cost of the transcript shall be shared equally between the parties.

Section 5.5. The arbitrator shall have no authority to add to, subtract from or modify any of the terms of this Agreement, nor shall s/he substitute her/his discretion for that of the College nor impose on either party a limitation or obligation not specifically required by the express language of this Agreement, or render an award which is in conflict with any provision of this Agreement. The arbitrator shall have no power to hear or decide issues other than those expressly disclosed in the original grievance. S/he shall consider only the specific issue or issues submitted to her/him and shall confine her/his decision to a determination of the facts and an interpretation and application of this Agreement. It is expressly understood that excluded from the arbitrator's consideration is the application of any right over which the College or the Union is given unilateral discretion in this Agreement. The arbitrator shall be without power and authority to make any decision relating to the discipline and/or discharge of any employee who has not completed her/his probationary period.

Section 5.6. In the event a grievance committee member is requested to act upon a grievance during working hours, s/he shall obtain permission from her/his supervisor, or other college representatives named by the supervisor to act in her/his absence, before s/he leaves her/his job and shall return to her/his job as promptly as possible and, upon returning, shall notify her/his supervisor. Provided permission is granted, a grievance committee member shall suffer no loss of pay for time spent investigating a grievance. It is understood and agreed that this privilege shall not be abused.

Section 5.7. Where possible, all grievance meetings will be held during normal working hours. The College shall not be liable for more than two (2) hours pay to the grievance committee members who are in attendance during any such meetings, if held during working hours. All time spent at such meetings in excess of two (2) hours shall not be considered as time worked.

ARTICLE 6. - NO STRIKE-NO LOCKOUT

Section 6.1. In exchange for the commitment the parties have made to binding arbitration in Article 6, the Union agrees that during the term of this Agreement neither it nor its members, nor any bargaining unit employee or employees individually or collectively will directly or indirectly cause, sanction, permit or participate in any strike, sympathy strike, safety strike, unfair labor practice strike, slowdown or other curtailment or restriction or interference of work; and the College shall not cause or engage in any lockout of the employees covered by this Agreement.

Section 6.2. If a strike or other action occurs as prohibited in Section 6.1 of this Article, the Union shall undertake reasonable means to induce such employees to return to their jobs. It is specifically understood and agreed that the College shall have the authority to discharge or discipline any employee who has engaged in a strike or other prohibited conduct as set forth in Section 6.1 of this Article. Should an employee be disciplined or discharged for engaging in prohibited conduct, the employee reserves the right to access the grievance procedure up to and including arbitration. Only the question whether the employee did engage in prohibited conduct shall be subject to the grievance procedure.

Section 6.3. An employee who refuses to work because he or she reasonably believes that performing the assigned tasks will constitute abnormally dangerous circumstances will not be deemed to be on strike.

ARTICLE 7. - SENIORITY

Section 7.1. The hiring of new employees is vested in the College. New employees shall be considered probationary employees until they have actually worked three (3) calendar months, performing work associated with their classification. This probationary period may be extended for such longer periods as the College and the Union may agree upon up to one (1) additional calendar month. During the probationary period, employees shall have no seniority status and may be laid off or terminated in the sole discretion of the College, except the College may not terminate employment to evade this Agreement or discriminate against an employee for any unlawful reason. When employees have completed the aforementioned probationary period, they shall have seniority beginning with their last full-time hiring date.

Section 7.2. The College shall post a list of employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. The Union shall be entitled to a seniority list every three (3) months upon request. The Employer shall post a seniority list at least once every twelve (12) months and shall maintain a seniority roster at the workplace.

Section 7.3. Whenever it may become necessary for the College to lay off an employee or employees from the working force, the principle of seniority by job classification, as stated in Appendix A, and ability shall govern provided that the senior employee(s) retained has the ability to satisfactorily perform the work and can work the schedule required. Subject to ability, probationary employees in the department affected shall be laid off first, then regular part-time employees and then employees with seniority in order of their departmental seniority. Ability to handle the work shall be determined by the College. In order to be considered able to handle the work, an employee must be able to satisfactorily perform all of the duties required for the job. Prior to any general lay off, the bargaining committee will be called in and consulted. Any employee having seniority who shall be laid off and who is able to do the work in her/his classification may assert her/his seniority and displace such employee in her/his classification who has less seniority, or if there is no junior employee in her/his classification, s/he may exercise her/his seniority to displace the least senior employee in the department provided s/he has the ability to satisfactorily perform all the work required of the position. If there is no junior employee in the department as defined above, s/he may exercise her/his seniority to displace the least senior employee in the bargaining unit provided s/he has the ability to satisfactorily perform all the work required of the position.

Section 7.4. An employee shall lose her/his seniority if:

1. S/he resigns, quits or retires.
2. S/he is discharged for just cause.
3. S/he fails to report for work for two (2) consecutive work days without notifying the College.
4. S/he fails to report for work and return to work when recalled to work after she/he has been laid off from work. Notice of recall shall be given by the College either in person or by certified mail, which notice shall specify the date and hour to report for work which shall not be less than five (5) work days after the notice of recall has been given in person or has been mailed. The employee must respond to such notice within three (3) work days after notification in person or after delivery of the notice of recall whether or not he/she will report to work at the time requested. The employee shall then report to work at the time specified in the notice of recall, or earlier if mutually agreed to between the College and the employee, or later if mutually agreed to between the College and the Union. In the event the employee fails to comply with the procedures specified herein, he/she shall lose all seniority rights under this Agreement.

5. S/he accepts any regular employment while on leave of absence, unless he/she has first obtained the permission of the College.
6. S/he fails to report to work and return to work following the conclusion of an approved leave of absence or approved extensions of such leave.
7. S/he has not performed any work for the College within the bargaining unit for twelve (12) consecutive months or for the length of his/her seniority, whichever is less.

Section 7.5. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while they work in the non-unit position. If the employee is returned to a bargaining unit classification, within ten (10) days, they shall return to the former position they held at the time of their promotion or transfer and they shall maintain the seniority they had at the time of their promotion or transfer out of the unit. An employee remaining in a non-bargaining unit position in excess of ten (10) days will lose all bargaining unit seniority if returned to the bargaining unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs. Employees may perform supervisory work exempt from this Agreement on a temporary basis, not to exceed ten (10) working days (cumulative) during any contract year, without loss of seniority.

Section 7.6. A bargaining unit employee whose employment is terminated who is re-employed by the College in a classification in the bargaining unit within a five (5) year period after such termination, shall, after three (3) years of continuous service in the bargaining unit, be given credit for the time worked without a break in service in the bargaining unit in the five (5) year period prior to such employee's termination, but not to exceed a maximum of five (5) years of such credit.

ARTICLE 8. - JOB POSTING

Section 8.1. When a new job classification is created by the College, as stated in Article 9, or the College determines that a vacancy exists in an existing job classification in the bargaining unit, notice of the opening will be given by the College to the Union within five (5) working days from the date the vacancy occurs or the position becomes available as determined by the College. The College shall post the said opening by electronically mailing a copy of the posting to each bargaining unit employee, and by placing the opening on the College's intranet website, and on the bulletin boards by the time clocks of Facilities and Grounds for a period of three (3) working days. Bargaining unit employees who have completed their probationary period may sign the posting for any such job opening during the aforementioned three (3) workdays following when the job is posted as set forth in this section, and to be eligible for consideration must timely provide the requested information (*i.e.*, resume, certification of training, etc.) on the job posting to exercise bidding rights. The College shall, upon the conclusion of the posting period, submit to the Union a list of employees who signed the posted vacancy and shall, upon request, give a copy of the posting to the Union. The notice of the opening shall contain the rate of pay, a.m., p.m., or weekend shift requirement, if the hours for such posting can be categorized and a complete description of any skills and experience required. When an employee has requested such a job opening, the employee's skill/ability, experience, seniority, and date of request will be considered.

Section 8.2. Preference shall be given to the most senior employee who has the required skill, experience and ability to perform the job in question in accordance with the generally recognized requirements for such work, and has a satisfactory disciplinary and attendance record. If the qualifications of two (2) or more employees are equal, seniority shall be used as the basis for selection. If the qualifications and seniority of two (2) or more employees are equal, the position shall be awarded to the individual whose last 4 digits of his/her social security number are higher.

Section 8.3. It is understood that if there are no employees who satisfy the College's requirements for any such opening, new employees may be hired to fill said openings. The College may temporarily fill new jobs and permanent vacancies as aforementioned in any manner or by any means until such job openings are filled pursuant to the procedures specified herein. The College will notify the Union of the opening and will consider, but is not required to hire or give preference, to any applicant the union provides for such opening.

Section 8.4. Any employee applying for and receiving a posted opening shall be ineligible to apply for another opening within six (6) months thereafter unless the College and the Union should otherwise agree, except that this provision shall not apply in those cases where the posted opening has a higher rate of pay than the job which the employee is presently performing.

Section 8.5. An employee shall have a reasonable time, not to exceed fifteen (15) work days, to demonstrate s/he possesses the necessary skill, experience and ability to perform the required work, except an additional period of time not to exceed fifteen (15) work days may be granted to said employee by agreement between the College and the Union. If the employee is disqualified by the College or shall elect to return to her/his former position within the period of time set forth above, such employee shall be promptly returned to her/his former position without loss of seniority at the then rate of the job.

Section 8.6. Upon determination of the successful applicant, s/he shall normally be transferred to such job opening no later than ten (10) working days from the date the position is awarded. S/he shall receive the rate of pay of the job on the first day of such transfer.

ARTICLE 9. - WAGES, BENEFITS, AND JOB CLASSIFICATIONS

Section 9.1. Wages. Wage rates to be paid during the term of this Agreement and job classifications shall be as set forth in Appendix "A" attached hereto and made a part hereof.

Section 9.2. Job Classifications. If a position covered by the recognition clause of this agreement is created by the College with substantially different duties than covered by the existing classifications listed in "Appendix A," the College shall meet with the Union to discuss a job title, description, and rate of pay. However, the College reserves the right to make a final determination regarding the creation of such position. If the parties are unable to agree upon the wage rate for the new job classification, the Union may, within three (3) days after the last

meeting, file a grievance for processing under the grievance and arbitration procedure. Such grievance shall immediately be referred to Step 4 of said procedure. The arbitrator's authority shall be limited to determining whether the wage rate set by the College is unreasonable. If the arbitrator finds the College's wage rate is unreasonable, the new rate shall be effective from the date the employee started in the position.

ARTICLE 10. - SEPARABILITY AND SAVINGS CLAUSE

Section 10.1. If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 10.2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Contract to the contrary.

ARTICLE 11. - SUBCONTRACTING

Section 11.1. The College shall not layoff or reduce the hours of any seniority employee(s) in the bargaining unit as a direct and immediate result of subcontracting work which has normally and customarily been performed by such employees.

Section 11.2. The College and the Union seek to serve the interests of the College's employees, student and the community it serves. To this end, the College and the Union will undertake all efforts to reinforce the provision and concepts in Section 12.8, Productivity, of this Agreement.

Section 11.3. In that spirit the Union appreciates the effort of the College to manage its financial affairs. In that same spirit the Union understands that the financial success of the College may depend in part in its ability to explore and implement changes in how work is performed and by whom.

Section 11.4. In the event that the College sees fit during the term of this Agreement to deviate from the normal practice as set forth above to not subcontract work which has normally and customarily been performed by bargaining unit employees, the College will provide the Union with at least ninety (90) calendar days advanced written notice and will agree to open the contract for the sole purpose of dealing with the issue of subcontracting to address all viable options. The Union will be provided a full opportunity to demonstrate the advantages and desirability of having the subject work performed by bargaining unit members. During any such

discussions the parties agree that Article 6 – No Strike-No Lockout will remain in full force and effect.

ARTICLE 12. - GENERAL

Section 12.1. Individual Rights. Nothing contained within this Agreement shall be construed to deny or restrict any bargaining unit member's rights that s/he may have under all applicable State or Federal laws or regulations.

Section 12.2. Student/Summer Employees. Student employees, short-term employees (sixty [60] days with up to an additional sixty [60] days by mutual agreement between the College and the Union) and summer employees shall not be covered by this Agreement and shall not be required to join the Union or pay Union dues.

Section 12.3. Safety Committee. The College, the Union and the employees are committed to providing a safe and healthy work place. Potential or actual safety and/or health issues will be handled in accordance with the Safety Charter or Committee process established in each respective department.

Section 12.4. Bulletin Boards. The College will provide secure bulletin boards at mutually agreed locations in two of the following three sites: Ferguson Hall, Kellogg Center, and Stockwell-Mudd Library, and/or any other mutually-agreed upon building locations for the Union to post Union notices. The Union will be responsible for securing the bulletin boards and will provide the College with access to the bulletin boards including keys or codes as applicable.

Section 12.5. Personal Information. It shall be the employee's responsibility to keep the College informed concerning her/his latest address, telephone number, if any, or a telephone number where the employee can be reached and number of dependents, and the College shall be entitled to rely on the address, telephone number and dependents shown in its records. The College will not be responsible for any consequences of the employee's failure to update this information.

Section 12.6. Personnel File. The administration of, access to and dissemination of information from an individual's personnel file shall be in accordance with State and Federal law.

Section 12.7. Use of Recreational Facilities. Recreational facilities of the College shall be open and available to employees in the bargaining unit and their dependents on the same terms and conditions such facilities are open and available to other staff members and their dependents.

Section 12.8. Productivity. The Union, its members and the College recognize their responsibility to affect the elimination of restrictive, inefficient and cost intensive work practices. The Union recognizes that continued large scale employment at a fair wage can continue only as long as a high level of productivity is maintained. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency. The Union undertakes to encourage its members to attain this objective. The Union agrees that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the College to maintain and improve the skill, ability and production of the working force.

Section 12.9. Drug Testing. The College reserves the right to test employees for drugs, alcohol and other prescribed or illegal controlled substances where the College has a reasonable suspicion to believe that the employee is impaired or otherwise unable to safely or competently perform the duties of her/his job or the College has reason to believe that the employee possesses or has used unauthorized illegal or controlled substances on College premises. In addition, the College reserves the right to test employees returning from a long-term lay off or leave of absence of more than ninety (90) days. Also, the College reserves and retains the right to test employees on a random basis as may be required by the "Drug Free Work Place Act," the Department of Education Rules and Regulations or any other Federal, State and local regulations that may require such testing. The College will publish a testing policy. The reasonableness and consistent application of the policy is subject to the grievance procedure.

Section 12.10. Waiver. For the term of this Agreement, neither party may re-open this Agreement for negotiation on any issue, either economic or non-economic, unless otherwise specifically provided for in this Agreement. However, this shall not prohibit the parties to this Agreement from amending this Agreement during the term hereof by mutual agreement, but the parties shall not be under any obligation to do so nor to negotiate or bargain collectively with reference to any such proposed amendment.

Notwithstanding the foregoing, in the event a new job classification should be established by the College or there is a material change in the work content of an existing job classification, the College, upon request of the Union, shall negotiate with the Union to establish the rate of pay for such classification, which rate of pay shall be consistent with the rates of pay for the existing job classifications in this Agreement.

Section 12.11. During Working Hours. It is understood that the scheduling of appointments is often not within the direct control of an employee. However, to the degree possible, employees shall endeavor to schedule medical, dental, business or other appointments prior to or following the work day. Employees will make good faith efforts to provide the College with advance notice.

Section 12.12. Bi-Weekly Pay Period. All employees covered by this Agreement shall be paid bi-weekly. The College may, in its discretion, establish different or revised methods of keeping records of time worked of employees including time cards.

Section 12.13. Lectures/Symposiums. Each employee covered under this Agreement may attend College-sponsored lectures or symposium sessions on campus during working hours provided that the employee has received permission from his/her supervisor, and his/her absence does not conflict with the functioning of the department. Paid attendance at such programs shall not exceed three (3) hours during the academic year.

ARTICLE 13. - STANDARDS OF EMPLOYEE CONDUCT AND BEHAVIOR

Section 13.1. Statement of Policy. A positive work environment and an efficient, productive work force is a significant factor in the successful operation of the College. The College expects each employee to observe acceptable standards of performance, honesty and respect for the

rights and property of others. To maintain acceptable standards of behavior and performance, the College and the Union are committed to a corrective action procedure that promotes due process and consistency in the application of the College's corrective action process.

As part of the College's responsibility to have an effective Human Resources function, standards of employee conduct and job performance must be effectively communicated to all covered employees. Procedures for handling employees' non-conformance with established standards of conduct, policies, expectations and job performance must be equitable and consistent.

In cases of combined offenses, involving the same or different acts, a more severe penalty may be imposed by treating the offenses together. In cases of successive offenses, involving the same or different acts, corrective action will be progressively more severe. The College reserves the right to terminate an employee, without progressive corrective action, for serious misconduct and job performance matters.

Employees shall be entitled upon request to have a Union representative present when a corrective action is undertaken by the College.

Section 13.2. Types of Corrective Action.

Verbal Counseling. Following a formal verbal counseling, a written description of the offense or performance problem and the action taken will be given to the employee and a copy placed in the employee's personnel file.

Written Warning. A written record of the offense or performance problem and the action taken will be given and explained to the employee and a copy shall be placed in the employee's personnel file.

Corrective Action Probation and Suspension. Corrective Action Probation is a period of time wherein, at the discretion of the College, an employee will be provided with a time frame within which he/she will be monitored for improvements in conduct, performance and/or behavior. Corrective Action Probation is considered to be an option to the actual suspension of an employee. As an effective tool to assist the employee in managing his/her conduct and/or behavior, the College may consider the use of Corrective Action Probation and the suspension of employees jointly or separately. Therefore the employee may be assigned a period of Corrective Action Probation with pay or a period of suspension without pay as a means of emphasizing the seriousness of continued improper behavior, poor performance or violation of standards of conduct. A written report of the incident(s) or performance problem and the action taken shall be given to the employee. A copy of the report will also be placed in the employee's personnel file.

Discharge. The employee's employment is terminated. This action is taken for very serious offenses or for repeated minor offenses (including poor performance) over a period of time. In all cases, except in the most aggravated of situations, an employee will be suspended without pay pending a determination as to whether discharge is appropriate. The suspension without pay shall be documented in writing and placed in the employee's personnel file and any final decision to discharge the employee will be delivered to the

employee, where possible, and the Union representative, in writing, describing the reasons for discharge.

Copy of Corrective Action. The College will provide the Local Union a copy of the corrective action before or at the time it is provided to the employee or within a reasonable time thereafter unless the impacted employee indicates that he/she does not want the College to provide a copy of the corrective action to the Union.

Section 13.3. Application and Limitations. Standards, corrective action, procedures, guidelines and rules are not intended to be all inclusive. Therefore, it is recognized that there may be unforeseen, and unusual or extenuating circumstances that cannot be sufficiently articulated within the scope of this Article. In such cases, the College may bypass the normal progression of corrective actions in order to take advantage of its maximum ability to take appropriate action. Normally, corrective action related to conduct, behavior or performance dating back more than fifteen (15) months will not be considered in progressive corrective action, except where there is an identifiable pattern of similar conduct, behavior or job performance.

ARTICLE 14. - LOSS OR DAMAGE

Section 14.1. Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as permitting a cause of action for loss or damage to equipment under any circumstance. The College shall not deduct from the wages of any employee, directly or indirectly, any part thereof without the full and free consent of such employee, obtained without intimidation or fear of discharge for refusal to permit the deduction.

ARTICLE 15. - UNIFORMS

Section 15.1. Employees shall be furnished up to five (5) uniforms their first year of employment. Thereafter, employees shall be furnished up to three (3) uniforms each year. Employees shall be responsible for maintaining their uniforms in a neat and clean condition and shall wear the uniforms while at work. When an employee's employment is terminated or when an employee obtains a position in a different department, the employee shall return to the College any uniforms the employee received from the College in the past month.

DURATION AND TERMINATION

Unless otherwise provided for herein, this Agreement shall be in full force and effect from July 1, 2019 to and including June 30, 2022² and shall continue in full force and effect from year to year thereafter unless written notice of desire to amend or terminate this Agreement is served by certified mail or email by either party upon the other at least sixty (60) days prior to the date of expiration.

² Changes to this Collective Bargaining Agreement covering the period July 1, 2019 through June 30, 2022, are effective upon ratification (*i.e.*, November, 30, 2020), unless otherwise specifically noted within this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures as of the date and year first above written in the City of Albion, State of Michigan .

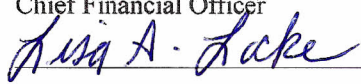
ALBION COLLEGE

By


Gary Black

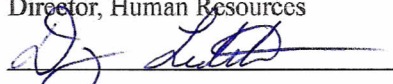
Chief Financial Officer

By


Lisa A. Locke

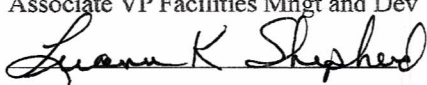
Director, Human Resources

By


Doug Laditka

Associate VP Facilities Mngt and Dev

By


LuAnn Shepherd

Executive Assistant to the Provost

TEAMSTERS LOCAL 1038

By


Greg Nowak

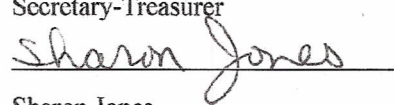
President

By


Karl Grimm

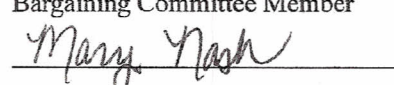
Secretary-Treasurer

By


Sharon Jones

Bargaining Committee Member

By


Mary Nash

Bargaining Committee Member

APPENDIX A

Section 1. - Temporary Transfers

Section 1.1. The College shall have the right to temporarily transfer employees to another work operation or job classification where such transfer is necessary in order to make effective or efficient use of the employee's services or to meet operating requirements. Such an employee will be returned to her/his regular work operation or job classification as promptly as efficient operations will permit. Such transfers shall not exceed a six (6) month period unless mutually agreed to by the Union and the College. Employees transferred under this Article shall be paid their regular rate of pay if the transfer is to a work operation or job classification with the same or a lower wage rate. Employees transferred to a work operation or job classification with a higher wage rate shall receive such higher rate beginning on the second (2nd) consecutive day. For the first such day, the transferred employee will receive her/his regular rate of pay unless such employee works one-half (1/2) or more of the regularly scheduled hours the first day, in which case such employee shall receive the higher wage rate for the entire day.

Section 2. - Hours of Work

Section 2.1. An employee's work schedule shall be established by supervision who will give the employee involved advance notice regarding her/his hours of work. Different work schedules may be arranged by supervision to reflect operational requirements and the tasks being performed. Absent extenuating circumstances, the College shall give the employee(s) one (1) week notice in advance of the change. Should such circumstances exist, the College and the Union may agree, by mutual consent, to reduce the notice requirement. If less than one (1) weeks' notice is given, the hours different from the employee's normal schedule on the first day of the change in that schedule shall be paid at time and one-half (1 ½).

Section 2.2. The payroll week and the normal work week for Facilities Operations employees will begin 12:01 a.m. on Monday and end at midnight on Sunday

Section 2.3. The Union shall, absent an emergency, be notified by the Director of Human Resources three (3) weeks in advance of a permanent change in work schedules which affect a substantial number of employees in a classification. If the Union wishes to discuss the proposed change, the Union shall thereafter promptly notify the Director of Human Resources, and a meeting shall be held with the Union and management representatives at a time and date mutually agreed upon.

Section 2.4. An employee shall be given a fifteen (15) minute break period for each four- (4) hour period worked. Such breaks shall be scheduled so they do not interrupt the schedule of work.

Section 2.5. An employee shall be entitled to one-half (1/2) hour off on her/his own time for an unpaid lunch period during each eight (8) hour period worked (which means the shift is 8 ½ hours

Section 2.6. Break periods and lunch periods shall be scheduled at the discretion of supervision.

Section 3. - Overtime and Shift Premium

Section 3.1. The College reserves the right to schedule employees in a manner which minimizes the amount of overtime performed by an individual employee, department or the bargaining unit as a whole.

Section 3.2. Time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per week.

Section 3.3. All work performed by employees on the sixth (6th) and seventh (7th) consecutive work day of an employee's work week shall be paid for at time and one-half (1 1/2) and double time (2x) respectively, provided the employee works or is paid for more than forty (40) hours in such work week. It is recognized that work weeks for purposes of this Section will not be the same for all employees in the bargaining unit.

Section 3.4. Double time (2x) shall be paid for all work performed on any of the holidays specified in Section 5, below, plus holiday pay. Holidays shall be counted as hours worked in computing overtime pay when such paid holidays fall on what normally would be the employee's regular work day.

Section 3.5. There shall be no pyramiding or duplication of overtime or premium pay.

Section 3.6. Regularly scheduled Saturday or Sunday overtime work shall be rotated among employees in the classification or skilled trade involved except for employees in the grounds and grounds equipment operator classifications. Regularly scheduled shall mean Saturday or Sunday overtime work where an employee is notified by 12:00 Noon on Thursday of the same week of the overtime assignment. Non-scheduled overtime on weekends, or after hours call-in, including any overtime assignment for grounds and grounds equipment employees, shall be assigned on the basis of the seniority call-in list which shall be periodically reviewed by the Union and the College. The College shall make reasonable efforts to follow the call-in list based on information given about the work situation which warrants the call-in. Individual employees whose names appear on the seniority call-in list are voluntarily committed to be available. The College expects them to be so available, except in extenuating circumstances. In cases where the individual(s) on the call-in list are not available, the College reserves the right to assign the overtime to the least senior qualified employee.

Section 3.7. Preference for overtime work shall usually be given to the employee in the classification who normally works in the building involved, if applicable, and preference shall also usually be given to an employee who has begun a job during her/his regular shift which cannot be completed by the end of that shift and it is necessary that such job be completed.

Section 3.8. Employees will be notified of non-scheduled work beyond their shift no later than two (2) hours prior to the end of the shift, absent unusual circumstances, and will be excused from working such time if it would create a hardship because of a prior commitment. If an

employee or employees cannot work beyond the end of his/her shift, the work shall be assigned on the basis of seniority within the classification and shift involved, if applicable.

A Facilities Operations employee whose regular schedule requires her/him to work after 6 p.m. shall receive a thirty cent (\$.30) per hour increase above her/his regular straight time hourly rate for each hour or fraction thereof worked after 6 p.m. This shift premium will end at 7 a.m. Shift premium will not be paid to an employee whose regular shift for that day begins prior to 7 a.m.

Section 4. - Reporting and Call Back Pay

Section 4.1. Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least four (4) hours shall be paid at her/his regular straight-time hourly rate for four (4) hours actual work on that day, unless the employee was previously notified not to report for work at least one (1) hour prior to the start of her/his scheduled shift or where the failure to so put such employee to work is occasioned by circumstances beyond the control of the College. However, in order to receive the benefits of this Section, each employee shall keep the College properly informed of any changes in her/his address, phone number, e- mail address when College e-mail is not used and cell phone number for text notification.

Section 4.2. Call Back. Any employee who is either called in or called back for emergency work shall be paid at the applicable premium rate, or such employee shall receive a minimum of three (3) hours straight-time pay, whichever is greater.

Section 4.3. Call In. Any employee called in for work on Sundays shall be paid at Double Time (2x) rate.

Section 5. - Holiday Pay

Section 5.1. The College agrees to pay an employee with seniority who is regularly scheduled to work more than twenty-five (25) hours a week one (1) day's pay at her/his regular straight- time hourly rate for each full day observed as a holiday, exclusive of shift and overtime premiums, for each of the following holidays, whether such employee works on said day (or days) or not: New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day and day after Christmas Day. For employees who are regularly scheduled to work less than eight (8) hours per day, one (1) day's pay shall be prorated based on the average number of hours scheduled per week, divided by five (5). Beginning with the 2021/2022 academic year, Martin Luther King Day is replaced with a floating holiday. The employee shall notify their Supervisor reasonably in advance of the intended absence (not less than two [2] business weeks). The College also reserves the right to give seniority preference to approved personal time should two (2) or more employees in the same department request the same date/time.

Section 5.2. In order to be eligible for holiday pay, an employee with seniority must work all hours scheduled on her/his last scheduled work day before, and all hours scheduled on her/his first scheduled workday following such holiday. The requirement to work on such days shall not exceed eight (8) hours. However, an employee shall not be disqualified for holiday pay if s/he is otherwise qualified notwithstanding such employee is absent her/his last scheduled work day before or

her/his first scheduled work day following the holiday due to:

1. Vacation;
2. Non-occupational illness or injury that commenced not more than fourteen (14) days preceding the holiday in question, which non-occupational illness or injury is verified by written certification of a qualified physician or surgeon;
3. Occupational illness or injury that commenced not more than seven (7) days preceding the holiday in question, which occupational injury or illness is verified by written certification of a qualified physician or surgeon if requested by the College, and such employee returns to work before s/he is eligible to receive weekly workers' compensation benefits;
4. Being on a paid funeral leave;
5. Hospital emergency of a spouse or child verified by written certification of the hospital if requested by the College;
6. Required court attendance as a party or witness in a civil proceeding or as a witness in a criminal proceeding verified by written certification if requested by the College;
7. Car trouble, with proof of same if requested by the College;
8. Unusual weather conditions;
9. Being a pallbearer at a funeral verified by the funeral home if requested by the College;
10. Being on jury duty pursuant to the provision of this Appendix A, Section 7.6; or
11. Taking a personal day under this Appendix A, Section 6.4.

Section 5.3. An otherwise eligible employee who is laid off prior to the holiday will qualify for holiday pay if: 1) s/he is laid off not more than twenty-one (21) calendar days prior to the holiday; and 2) s/he is recalled and actually works within twenty-one (21) calendar days following the holiday. A work week for this purpose is defined to be Saturday, midnight to Saturday, midnight.

Section 5.4. In applying the foregoing procedure, in the event the actual holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday may be designated as the observed holiday for the purpose of receiving holiday pay.

Section 5.5. Employees shall be required to work on holidays if so scheduled.

Section 6. - Medical Leave Pay

Section 6.1. Medical pay (formerly sick leave pay) is available to qualified employees on an accrued benefit basis as provided for in this Article.

Section 6.2. An employee who is regularly scheduled to work more than twenty-five (25) hours a week shall, upon completion of her/his probationary period, be eligible for one (1) day of medical leave pay at her/his regular straight-time hourly rate for each month of employment beginning with her/his date of hire, for scheduled time lost due to non-occupational injury, illness, scheduled doctor appointment or dental visits. (The requirement that the appointment or visit be scheduled does not apply to emergency situations.) Although medical leave pay is earned each month on the employee's day of hire, it is not accrued and available until the first day of the payroll period following the employee's day of hire. Such medical leave with pay may be accumulated up to a maximum of sixty-five (65) days. If an employee works more than one-half (1/2) of the regularly scheduled hours in a month, the employee will receive the equivalent hours for one (1) day of medical leave pay. For purposes of this section, paid vacation time shall be considered as time worked. An employee who is sick but does not qualify for holiday pay may use accrued medical leave pay if the holiday falls on what would have been the employee's regularly scheduled work day. Employees who have been temporarily transferred to a higher- rated classification will be paid medical leave pay or personal leave on the basis of their straight- time hourly rate for their regular classification. However, if the transfer has been for thirty (30) calendar days or longer, medical leave or personal leave will be paid at the straight-time hourly rate for the higher-rated classification.

Section 6.3. An employee may use accrued medical leave pay for the illness of the employee's current spouse, dependent child or parent.

Section 6.4. Personal business leave shall be available for personal or emergency circumstance. Employees may designate up to three (3) days of accrued paid medical leave days as personal business leave days for personal business. The employee shall notify the College reasonably in advance of his/her intended absence (preferably one [1] business week). For emergency circumstances, twenty-four (24) hour notice should be given where possible. Personal time off shall be scheduled by the College and the College will give consideration to the personal time requested by an employee. The College also reserves the right to give seniority preference to approved personal time should two (2) or more employees in the same department request the same date/time.

Section 6.5. Medical leave pay shall not be paid to an employee if such employee is eligible for worker's compensation benefits. Notwithstanding the foregoing, if an employee receives a work-related injury and goes off work due to that injury and returns to work within fourteen (14) calendar days, such employee may use her/his medical leave pay for any work day in the waiting period for which the employee has not received workers' compensation benefits, but the use of such medical leave pay shall not exceed a maximum of five (5) work days.

Section 6.6. Notwithstanding the first sentence in the prior Section, any employee injured at work that is sent to a physician and returns to work during her/his scheduled hours the same day, shall be paid by the College at the employee's regular straight-time hourly rate for such time thereby lost on such day by the employee. Should an injured employee be instructed by the College or the physician to refrain from performing further work on the day of the initial treatment for such injury, such employee shall receive the applicable hourly rate for her/his entire scheduled work day but not, however, to exceed a total of eight (8) hours for that day. If further treatment is needed by an employee during the employee's shift, such employee shall be paid by the College at the

employee's regular straight-time hourly rate for work time thereby lost on such day by the employee. Where possible, such treatment shall be scheduled during non- work time. Payment made to an employee under this Section shall not be charged against an employee's accumulated medical leave pay.

Section 6.7. Upon the request of the College, an employee shall verify any injury or illness by submitting to the College a written certification of a qualified physician or surgeon. Such request for certifications shall not be unreasonably made. To be eligible for medical leave pay, notice of absence must be given prior to the time the employee would ordinarily report for work. In addition, an employee shall keep the College informed as to the length of her/his absence, if known.

Section 6.8. Cash payment for any unused medical leave pay will be paid by the College only under the following conditions:

1. One (1) day's pay at the employee's regular straight-time hourly rate for up to sixty-five (65) days upon an employee's death, retirement or termination by reason of illness or disability.
2. One (1) day's pay at the employee's regular straight-time hourly rate for up to thirty (30) days upon an employee's resignation provided at least two (2) weeks' calendar notice has been communicated in writing to the College. Employees with twenty-five (25) or more years of service will be entitled to a forty-five (45) day payout provided at least two (2) weeks calendar written notice is provided to the College.

Section 6.9. An employee who has earned sixty-five (65) days maximum accumulation may accrue up to an additional 12 days per fiscal year for the purpose of payout only. On the first bi- weekly payroll of the next fiscal year beginning July 1, any additional days accumulated for the purpose of payout above sixty-five (65) earned days over the fiscal year (July 1 – June 30) regardless of the balance of the medical leave bank at the end of the fiscal year, will be paid out at the rate of 50% of the current base rate. The College will provide employees a notice of the hours paid out (to be paid out) at the beginning of the next fiscal year to each employee who has accumulated days/hours under this provision as of June 30th.

Section 6.10. If an employee should postpone surgery or extensive dental work, which surgery or extensive dental work is of a non-emergency nature, and has it done during the semester break or during the break in academic years, and such employee is disabled as a result, such employee may use, if eligible, his/her accrued medical leave and be paid during the employee's disability.

Section 6.11. Employees are able to login to see the number of accumulated paid medical leave days each pay period.

Section 7. - Leaves of Absence

Section 7.1. Family and Medical Leave. The College has a policy that applies to all College employees. The College will provide the Union with a copy of the policy and advance notice of any changes. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

Section 7.2. Unpaid Leave. Upon written application leaves of absence without pay, not to exceed thirty (30) days, for reasons other than those covered by Section 7.1, Family and Medical Leave, of Appendix A, may be granted to employees upon the approval of the College and seniority shall continue to accumulate during such leaves. Leaves of absence may be renewed by the College on the same conditions and, if approved by the College and the Representation Committee, seniority shall continue to accumulate during such renewals. Leaves of absence for more than one (1) week must be supported by a written leave of absence request.

Section 7.3. Union Leave. With prior approval from the College, ten (10) unpaid scheduled work days (in aggregate) per year shall be available to bargaining unit members to utilize for attendance at Union business functions. Where possible a minimum of fourteen (14) days' notice shall be required for such leave. Such leave shall be granted so as not to disrupt the orderly function of the College.

Section 7.4. Military Leave. Military leave and reinstatement will be governed by applicable State and Federal law.

Section 7.5. Funeral Leave. An employee who is regularly scheduled to work more than twenty-five (25) hours a week and who is on the active payroll shall be entitled to a leave of absence with pay at his/her regular straight-time hourly rate for up to five (5) days for any working time necessarily lost as a result of making arrangements, travel or attendance at the funeral, final interment, memorial service, or burial at sea of a member of his/her immediate family. In the event that an employee simultaneously has multiple deaths in the family, more funeral leave days will be granted by mutual agreement taking into account the totality of the situation. Immediate family is defined to include an employee's current spouse, child, step-child, grandchild, mother, father, step-parent, mother-in-law, father-in-law, brother, sister and grandparent. An eligible employee shall be entitled to a leave of absence with pay at his/her regular straight-time hourly rate for up to three (3) days in the event of the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandparent in-law.. In order to be eligible for a leave of absence with pay under this Article, an employee must attend the funeral and furnish proof thereof, if requested by the College. A leave of absence with pay under this Article must include the day of funeral/service. In order to be eligible for a leave of absence with pay under this Section, an employee must attend the funeral and furnish proof thereof, if requested by the College. In addition, an employee may request up to three (3) days off to attend a funeral of a friend or family member not covered by this Article, and provided the employee has personal time or sick time to cover the requested time off, the College may grant such request.

Section 7.6. Jury Duty. When an employee with seniority who works more than twenty-five (25) hours a week is called for jury service, s/he will be paid the difference between the fee s/he receives for such service and the amount of earnings, if any, lost by her/him due to such absence from her/his regularly scheduled hours of work; but the College's obligation to so pay an employee for jury duty is limited to a maximum of forty-five (45) days in any calendar year. Within twenty-four (24) hours after receipt of a subpoena or summons, as the case may be, it shall be submitted by the employee to the Human Resources office. The employee must present satisfactory proof to the College of her/his jury service and of the amount paid her/him for such service.

Section 8. - Vacations

Section 8.1. An employee who is regularly scheduled to work more than twenty-five (25) hours a week shall be eligible for vacation with pay with the length of her/his continuous service with the College computed as of June 30th of each year, in accordance with the following schedule (which is effective July 1, 2020):

Length of Employee's Continuous Full-time Service of with the College as of June 30 th	Number of Days of Vacation
Upon hire to less than 5 years	12*
Five (5) years but less than ten (10) years	15
Ten (10) years but less than fifteen (15) years	18
Fifteen (15) years but less than twenty (20) years	20
Twenty (20) or more	25

*prorated to 1 day per month in the year of hire subject to satisfaction of the probation period in section 7.1

Section 8.2. In order to be eligible to receive such vacation with pay, an employee must have worked at least six (6) months in the qualifying period of July 1st to June 30th. An employee must work one-half (1/2) of the regular working days in a month to get credit for that month. The College shall recognize as time worked paid holidays and paid vacation (except for employees who do not work summer months), paid funeral leave, paid medical leave days (provided such paid days do not exceed thirty (30) calendar days), and paid jury duty.

Section 8.3. All employees shall receive their vacation pay at the time they take their vacation at the employee's regular rate in effect at the time of such payment.

Section 8.4. Vacations may not be accumulated from one (1) year to the next. Any vacation time earned but not taken by June 30th shall be lost unless supervision shall determine that it was not possible for the employee to take vacation time off, or if eligible employee is on an approved leave, or workers compensation leave. In those cases, an employee shall be paid for any accumulated vacation time earned but not taken.

Section 8.5. An employee who quits with a minimum of fourteen (14) days' notice shall be entitled to receive accrued vacation pay, if any. An employee who is discharged or quits with less than fourteen (14) days' notice shall forfeit her/his accrued vacation pay. Employees hired prior to July 1, 2020 and who quit with at least fourteen (14) days' notice will receive the payout as described above. Employees hired on or after July 1, 2020 and who quit with at least fourteen (14) days' notice will only be paid out for vacation time accrued in the current fiscal year but not taken. Newly hired employees wait only for the probation period to be eligible for vacation.

Section 8.6. Any employee who is on vacation on a holiday listed in Article 15 will be entitled to extend her/his vacation period by that day, or return to work, whichever s/he may choose.

Section 8.7. The request for vacation time off shall be made at least thirty (30) days in advance. An employee will receive an answer within five (5) days of the request. If a conflict in scheduling vacation time should occur, preference shall be given to the most senior employee. An employee will be entitled to take scheduled vacation time once such request has been approved. In the event of extenuating circumstances, an employee may submit a vacation request with less than thirty (30) days' advance notice, and the supervisor will consider and grant the request if it does not conflict with the departmental function.

Section 9. -Tuition Remission: Employees and Dependents

Section 9.1. An employee who is regularly scheduled to work more than twenty (20) hours per week shall, after completion of ninety (90) days of continuous employment at the College, be permitted to enroll in classes at the College with full tuition being paid by the College during the fall and spring semesters, but without any reduction of course fees, under the following conditions:

1. The employee may take no more than one (1) class per semester on a space-available basis.
2. The employee must meet the College's entrance requirements.
3. The employee must receive the approval of his/her supervisor, and if class is attended during normal working hours, the employee must make up the time with proper documentation maintained by his/her supervisor.
4. If the employee is a degree-seeking candidate, he/she shall at all times demonstrate satisfactory progress toward the completion of his/her degree. An employee without a minimum of a B.A. degree within eight (8) units of course work if they are going to be a degree-seeking student.
5. The employee must continue to be a full-time employee of the College to qualify for this benefit.

Section 9.2. An employee requesting tuition remission must submit a written request, along with a letter of authorization from his/her immediate supervisor, to the Vice President for Finance and Management.

Section 9.3. After obtaining two (2) years' seniority, qualified dependents of a full-time employee, covered by this Agreement shall be granted remission of tuition fees to attend Albion College for eight semesters. A dependent, including a spouse, may be granted an exception to the eight (8) semester limitation if special circumstances exist. Such exceptions shall be granted by joint approval of the Registrar and the Vice President for Finance and Administration.

Section 9.4. Dependency shall be defined as blood-related children, adopted children or guardianship and are claimed on the eligible parent's Federal Income Tax return for at least four years prior to the date of entry to be eligible in granting such tuition remission.

Section 9.5. Qualified shall be defined as being able to meet the College's entrance requirements.

Section 9.6. The benefit provided hereunder may not be transferred from tuition to other fees and the student shall, at all times, demonstrate satisfactory progress towards a degree. In addition, the benefit provided hereunder shall terminate at the end of the semester in which a full time employee dies or her/his employment is terminated.

Section 9.7. In addition to the tuition remission benefits set forth above in this Article, the College shall extend participation in the Center for Independent Colleges Tuition Exchange Program (CIP/TEP) to employees covered by this Agreement under and subject to the terms and conditions defining those programs as are made available to other full-time employees of the College and their dependents.

Section 10. - Professional Development, Insurance and Retirement Plan

Section 10.1. The College recognizes the importance of maintaining the skills and talents of its current staff. Consistent with that, the College shall provide employees the opportunity to request training funds, expenses, and release time to travel and attend seminars, trade shows and other training schools to maintain and/or enhance employee skills. All requests shall be subject to approval at the sole discretion of management.

Section 10.2. The College agrees to pay the premium for single subscriber rate (Plan **1387** described below) for a comprehensive medical health, medical prescriptions (Rx), vision and dental plan for all employees covered by this Agreement who work more than twenty-five (25) hours per week.

For the period starting January 1, 2021 through June 30, 2022, that benefit will be provided only by Michigan Conference of Teamsters Welfare Fund Plan **1387** and Plan **1386** (the "Plans") subject to the terms and conditions set forth in the Plans. The College shall continue to pay the single subscriber premium rate for and maintain such coverage (all tiers) for employees who are not scheduled to work during the summer months but who are otherwise scheduled to work during the rest of the calendar

year.

All employees and their dependents shall participate in one of the Plans unless the employee and/or their dependents are approved to opt-out of participation as provided by the Plans. The College shall compensate an employee who opts-out of participation one hundred dollars (\$100.00) per month (prorated for first and last month of employment). The employee may elect between Plan **1387** and Plan **1386** as provided by the Plans. The employee shall be required to pay a portion of the insurance premium as set forth in the table below, (the "Employee Contribution") via payroll deduction, which is authorized by this Agreement. The employee may, at their option, elect to have their Employee Contribution deducted from their regularly occurring payroll on either a pre-tax or post-tax basis. For employees whose employment or participation in the Plans ends, the College is authorized by this Agreement to deduct the full amount of any remaining Employee Contributions owing from any subsequent payroll or vacation payout due to the employee.

During the term of this Agreement, and so long as a comparable tier of coverage exists, the employees will pay the lessor of the percentages listed below or the lower rates paid by other similarly situated employees of the College:

	Tier I Employee Only	Tier 2 Employee plus Any Children	Tier 3 Employee Plus Spouse	Tier 4 Family	Two Employees Plus Family
2019-2020	0%	33%	33%	36%	19%
2020-2021	0%	33%	33%	36%	19%
2021-2022	0%	33%	33%	36%	19%

Those employees whose health insurance coverage is continued while the employee is not receiving wage payments through regularly occurring payroll shall be obligated to pay their Employee Contribution for so long as the health insurance coverage is maintained. If an employee shall fail to

timely pay their Employee Contribution for health insurance as provided above, the College shall give the employee a 30-day written notice by regular and certified mail to their last known address. The notice shall be effective three (3) days after the date of mailing. If the employee fails to pay after written notice or make acceptable payment arrangements to cure such default within the 30-day period, such action shall constitute serious misconduct and the College shall terminate the employment of such employee without prior progressive corrective action as described in Article 13.

Section 10.3. The terms of this subsection 10.3 shall apply only in the event that the participation agreement between the College, the Union and Michigan Conference of Teamsters Health and Welfare Fund is terminated according to its terms or through the negotiation/ratification process. The College and Union acknowledge the Michigan Conference of Teamsters Health and Welfare Fund participation agreement.

Consistent with the process described below, the College reserves the right through the negotiation process to propose changes to Health Care Benefits and insurance carriers provided the benefit levels are substantially similar to or greater than the benefits provided pursuant to the group products provided to other college employees.

In the event that the Participation Agreement between the Michigan Conference of Teamsters Welfare Fund and the College is terminated pursuant to its terms, the College reserves the right in such circumstance to obtain and/or change insurance carriers or the form of insurance administration, provided the benefit levels are substantially similar to or greater than the benefits provided pursuant to the group products provided to other College employees.

By substantially similar, the parties agree that it is appropriate for the College to take into consideration the many factors that influence the cost of health care, including, but not limited to, deductibles, co-pays, out of pocket expenses, prescription plans, and wellness programs. The parties recognize that the College needs the flexibility during placement and/or renewals (if applicable) to make adjustments to best utilize its resources in purchasing the health care product that in the judgment of the College allows it to provide the best benefit within the budget under which the College must operate.

The College agrees it will provide the Union with at least sixty (60) days' advance notice of changes to providers and/or change of plan designs contemplated and allowed by this Section 10.3. After receiving the notice and upon written request from the Union, the College will agree to meet with the Union to discuss the proposed changes. Ultimately, however, it will be the College's decision as to what health insurance product to implement consistent with the parameters set forth within this Collective Bargaining Agreement, but in no event will the College implement a health insurance product that is lesser than the group products provided to other College employees.

Section 10.4. Group Life and Accidental Death and Dismemberment Insurance. The College agrees to provide group life and accidental death and dismemberment insurance for all employees covered

by this Agreement who work more than twenty-five (25) hours per week, as follows:
Life = \$50,000 AD&D = \$50,000

Section 10.5. Short-Term Disability Insurance. The College will provide at no cost to the employee short-term disability insurance (non-occupational) for all employees covered by this Agreement who work more than twenty-five (25) hours per week. Weekly benefits shall begin on the fifteenth (15th) day after the disability commences, up to a maximum of twenty-six (26) weeks. Such coverage shall be subject to the terms and conditions set forth in the master policy. If an employee has any unused medical leave pay at the time such employee becomes eligible for the short-term disability insurance benefit provided herein, the employee may choose to exhaust their medical leave pay before utilizing the short-term disability, or in the alternative, freeze the medical pay bank and utilize the short-term disability benefit consistent with its terms. Under no circumstances will an employee be permitted to receive pay from the medical pay benefit and the short-term disability insured benefit. Employees who do not work during the summer will not be covered for short-term disability insurance (non-occupational) during the summer. The maximum amounts to be paid per week are as follows:

- \$300.00

Section 10.6 Long Term Disability (LTD). The College will provide during the term of this agreement Long Term Disability ("LTD"). The LTD plan will be governed by and subject to the terms and conditions of the plan. The College reserves the right during the term of the contract to change how and by what provider the LTD benefit is provided. The current LTD benefit pays 60% of the eligible employee's pre-disability income for the time periods that the employee is normally scheduled to work. This means for an employee who is on a 9-month schedule, the employee would receive the benefit only during the 9 months that the employee is typically working.

Section 10.7. At the conclusion of two (2) consecutive years of service, all employees covered by this Agreement will be placed on the TIAA/CREF Plan. A year of service shall mean a twelve (12) month period during which the employee has not less than one thousand (1,000) hours of service.

Participation in the TIAA-CREF Plan is mandatory for eligible employees. The College contribution to such plan shall be six percent (6%) of the employee's taxable earnings during the term of this Agreement. The employee shall contribute one percent (1%) of their taxable gross earnings. The College shall pay the premium for waiver of pension contributions in the event of disability in accordance with policy provisions and eligibility requirements. Further details of the plan are available at the Human Resources office upon request.

Section 10.8. In the event an employee takes a personal leave of absence which begins after the 10th of the month, the College's contribution for the insurance benefits provided above shall cease at the end of the month in which such employee started the leave of absence. If an employee begins a personal leave of absence on or before the 10th of the month, the College shall not pay the premiums due for that month. An employee on a personal leave of absence can elect to continue coverage in accordance with COBRA Continuation of Coverage Election. The College shall notify

the Fund of the employee's Change in Participant Employment Status and upon receipt of such notification, the Fund shall deliver to the employee a COBRA Continuation Notification informing the employees of their options for continuation of coverage. (All capitalized terms in this subparagraph have the meanings provided in the Participation Agreement described above)

Section 10.9. In the event an employee is laid off, the College's contribution for the insurance benefits provided above shall cease at the end of the third (3rd) month after the month in which such employee was laid off. The continuation of coverage under the insurance plans shall be subject to the provisions of such plans.

Section 10.10. In the event an employee is off work on an approved medical leave of absence, whether due to occupational or non-occupational reasons, the College's contribution for the insurance benefits provided above shall cease at the end of the twelfth (12th) month after the month in which such employee started her/his medical leave of absence. The continuation of coverage under the insurance plans shall be subject to the provisions of such plans.

Section 11. - Workers' Compensation

Section 11.1. The College agrees to cooperate with the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The College shall provide Michigan worker's compensation protection for all employees whether or not required by state law and shall not discriminate against or discharge an employee for filing a workers' compensation claim or drawing workers' compensation benefits.

Section 11.2. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of their regular shift on that day. An employee who has returned to their regular duties after sustaining a compensable injury who is required by the workers' compensation doctor to receive additional medical treatment during their regularly scheduled shift shall receive their hourly rate of pay for such time.

Section 12. - Wage Schedule

Section 12.1. Wages.

Effective July 1, 2019, all employees will receive a 3% wage increase.

Effective July 1, 2020, all employees will receive a 2% wage increase.

Effective July 1, 2021, all employees will receive a 1.5% wage increase.

FACILITIES OPERATIONS

Job Classifications	July 1, 2019	July 1, 2020	July 1, 2021
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General Laborer	\$12.75	\$13.01	\$13.21
Housekeeper	\$14.01	\$14.29	\$14.50
Custodian	\$14.57	\$14.86	\$15.08
Custodian Attendant	\$15.34	\$15.65	\$15.88
Maintenance	\$15.54	\$15.85	\$16.09
Campus Services	\$16.28	\$16.61	\$16.86
Caretaker	\$16.46	\$16.79	\$17.04
Grounds Keeper - I	\$16.46	\$16.79	\$17.04
Grounds Keeper - II	\$17.69	\$18.04	\$18.31
Grounds Keeper - III	\$18.69	\$19.06	\$19.35
Painter	\$17.74	\$18.09	\$18.36
Maintenance II	\$18.69	\$19.06	\$19.35
Maintenance/Technician III	\$21.39	\$21.82	\$22.15
Maintenance/Technician IV	\$22.97	\$23.43	\$23.78

Section 12.2. A Unit Leader designated by the College shall receive an additional thirty cents (\$.30) per hour above her/his regular rate. A Unit Leader shall have the authority to assign work and to otherwise routinely assist supervision as directed by supervision. However, a Unit Leader shall have no authority to hire, transfer, discipline or promote employees, or to effectively recommend such action, it being the intent of the parties hereto that a Unit Leader's authority shall be that of a Lead Person and not that of supervisor.

Section 12.3. Training Rates. The College, at its discretion, will re-post open maintenance positions for which there are no internally qualified candidates to be "positions in training." The posting will list the qualifications to be eligible as well as how candidates will be evaluated for selection. In the event candidates are deemed equally qualified, the candidate with the highest seniority will be awarded the position. The candidate who is awarded the position will receive a \$1.25 per hour increase during the training. If the candidate is successful in completing the training in the timeframe provided for in the posting, the employee will be moved into the maintenance position and paid the corresponding hourly wage.

Section 13. - Service Award

An employee who has served twenty-five (25) continuous years of service with the College shall be entitled to a service award on their anniversary date in the amount of one and one-half (1- 1/2%) percent of their gross earnings for the preceding calendar year. An employee shall be eligible for this payment at each subsequent five (5) year employment milestone (*i.e.*, 30 years, 35 years, etc.) on the same terms and conditions. Employees who are currently in-between an employment milestone (*i.e.* 26 years), will need to attain the next five (5) year milestone to qualify. This benefit is not retroactive to any date prior to July 1, 2000.

Maintenance I (Old Maintenance):	This is an entry level position requiring a high school diploma and some residential level of maintenance experience.
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Maintenance II (Old Mechanic):	This classification would be assigned primarily to residence hall maintenance. This requires Maintenance I employees to meet qualifications for the Maintenance II position as determined by management.
Maintenance III (Old Skilled Tradesman and Electronic Technician):	This classification requires formal training and demonstrated proficiency in an area of specialization, i.e. carpenter, plumber, locksmith, technician, etc. A Maintenance III position is
	available only when there is an opening and/or where the successful bidder has met the qualifications for the position.
Maintenance IV (Old Master Skilled Tradesman and Senior Electronic Technician):	This classification requires successful graduation from training in an area of specialization plus at least five (5) years' experience in a Maintenance III category specialty at Albion College or ten (10) years' experience in this specialty in total and the employee otherwise meeting the requirements for the Maintenance IV Position as determined by management.

Section 14. - Vehicle And Tool Allowance

Section 14.1. Vehicle Allowance. The College shall provide a vehicle allowance allocation by step system for eligible employees dependent upon the amount of the use of the vehicle which shall be determined by mutual agreement between the College and the employee. Employees may be eligible for vehicle allowance if no College vehicle is available for their use and they provide an appropriate personal vehicle for this purpose. Should a number of employees request a vehicle allowance, consideration shall be given to the most senior employee. Only those employees whose job postings stipulate the requirement to provide transportation can be compelled to provide a vehicle for this purpose.

Reimbursement is made according to the following

schedule: 0 – 50 Miles - IRS rate x 50

51 – 75 - IRS rate x 75

76 – 100 - IRS rate x 100

The Director of Facilities Operations shall review periodically the schedule of employees receiving a vehicle allowance. In order for eligible employees to be able to receive a vehicle allowance, they shall obtain and maintain automobile liability insurance and shall furnish to the College proof of such insurance. A certificate of insurance shall be sufficient proof of such insurance.

Section 14.2. Tool Allowance. For those tradesmen furnishing power tools beyond those hand tools that would normally accompany the specific trade, a tool allowance shall be provided by the College at the rate of Ten Dollars (\$10.00) per week, to be determined by mutual agreement between the College and the employee. This tool allowance has been determined on a basis of approximately One Thousand Dollars (\$1,000) value of specialized power tools and equipment, with an estimated depreciation period of three (3) years. In the event an employee's tools are lost, stolen or broken, it shall be the employee's responsibility to replace any such tools. While the College does provide some major and special tools, an employee shall be required to furnish the usual and customary hand tools that would normally accompany the specific trade.

In special cases where tools furnished by an employee exceed the One Thousand Dollars (\$1,000) estimate, an increased tool allowance may be provided by mutual agreement between the College and the employee.

Both the vehicle allowance and the tool allowance will be paid by the College through payroll, biweekly.